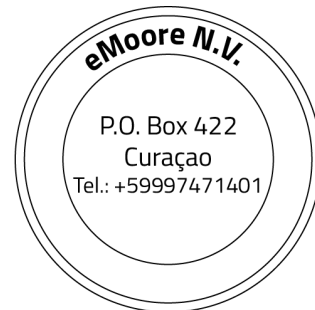


OPERATIONAL MANUAL

EXEDRA N.V.

Signature: *C. Drommond*
Name: C. Drommond, Proxyholder of eMoore N.V.
Date: June 30, 2026



Version: 1.0

Effective Date: June 30, 2026

Prepared By: internal Compliance Department

Approved By: Director, eMoore N.V.

Confidentiality Classification: Internal & Regulatory Use Only

TABLE OF CONTENTS

1. Introduction
2. Corporate Overview
3. Description of Games of Chance
4. Payment Methods and Financial Flows
5. Software and Outcome Determination
6. Quality Monitoring and Testing Procedures
7. Data Protection and Player Information Storage
8. Player Interface and Visual Elements
9. Prevention of Access by Vulnerable and Excluded Persons
10. Technical Infrastructure and Business Continuity
11. Responsible Gaming Measures
12. Terms and Conditions
13. Player Complaints and Dispute Resolution
14. Digital Recordkeeping and Financial Data Retention
15. Internal Controls and Governance
16. Incident Reporting and Escalation
17. Appendices

1. INTRODUCTION

This Operational Manual describes the operational, technical, compliance, responsible gaming, and governance procedures implemented by Exedra 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

Legal Name: Exedra N.V.

Commercial Name: EGB

Registration Number Chamber of Commerce: 139149

Registered Address: Groot Kwartierweg 10, Livestrong Building, Curaçao

Website(s)/URL(s): egb.com

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

Poker: A range of card games where players compete against each other based on hand rankings and strategic play.

Live Casino Games: Real-time casino games streamed from studios or gaming facilities, featuring live dealers and interactive gameplay. The below types of games are part of the live-casino suites licensed from third-party software providers:

- 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.
- Lottery Games: Games where players purchase entries for a chance to win prizes based on random draws.
- Bingo Games: Number-based games where players match drawn numbers on cards to achieve predetermined winning patterns.
- Instant Win Games: Fast-play games where results are determined immediately, including scratch cards or digital equivalents.

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.

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.

An overview of all Games of Chance offered by the License Holder can be found as **Appendix B**.

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:

- For third-party casino games, Random Number Generator (“RNG”) systems provided by third party game providers, with the game providers ensuring that such RNG systems maintain valid independent certification, thereby 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 Engine: 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

Vulnerability Scans

Penetration Tests

Backup Restoration Testing

Disaster Recovery Testing

Access Control Reviews

System Availability Monitoring

Transaction Monitoring

Responsible Gaming Monitoring

Minimum Frequency

Monthly and after major changes

At least annually or after significant changes

Quarterly

Annually

Quarterly

Continuous (24/7)

Continuous

Continuous

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 Interface Controls

The player interface includes 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.

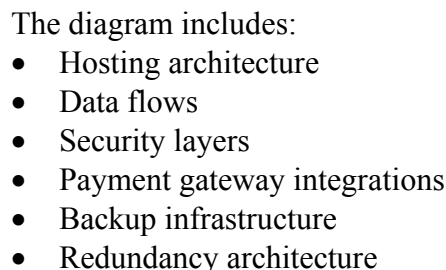
All intervention actions shall be documented and subject to review to ensure effectiveness and consistency with responsible gaming obligations.

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

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

- ## 10.2 Infrastructure Diagram



The License Holder maintains a Business Continuity Plan ensuring the continued availability, integrity and recoverability of gaming operations, player funds and regulatory records during disruption. The plan is owned by the Head of Operations acting as Business Continuity Owner, activated through the incident process in Section 16 under a designated Incident Manager and reported to the Managing Director.

Scenario	Immediate response	Recovery	Fallback
Cybersecurity incident	Isolate affected systems; invoke incident response (Section 16); preserve evidence; assess CGA reportability	Eradicate, patch, restore from clean backups, force credential reset	Failover to secondary region; CGA notification within LOK timeframes

Scenario	Immediate response	Recovery	Fallback
Data corruption	Halt affected writes; quarantine corrupted data	Restore last-good backup (validate against RPO); reconcile wallet & transaction ledgers	Replica promotion; manual reconciliation & from Tier-IV Curaçao records
Hosting outage	Confirm scope with provider; trigger health-check failover	Auto-scale / restart in healthy zone; validate integrity on return	Failover to secondary region / DR site (Section 10.4)
Payment interruption	Suspend affected method; queue / hold transactions; notify players	Reconcile pending deposits & withdrawals once restored	Route to alternate PSP (Appendix D); manual settlement
System failure	Identify failed component; restart / redeploy	Restore service; wallet, RNG/feeds reporting integrity	Verify Redundant instances / and failover; degrade gracefully to read-only

Activation & communication. Triggered via the Section 16 incident process; internal escalation to senior management and Compliance without delay; player notices and CGA reporting where thresholds in Section 16.4 are met.

Testing & maintenance. Per Section 6.3 - disaster-recovery testing at least annually, backup-restoration testing quarterly - with results feeding plan updates. Interfaces with Section 10.4 (Disaster Recovery) and Section 16 (Incident Management).

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.

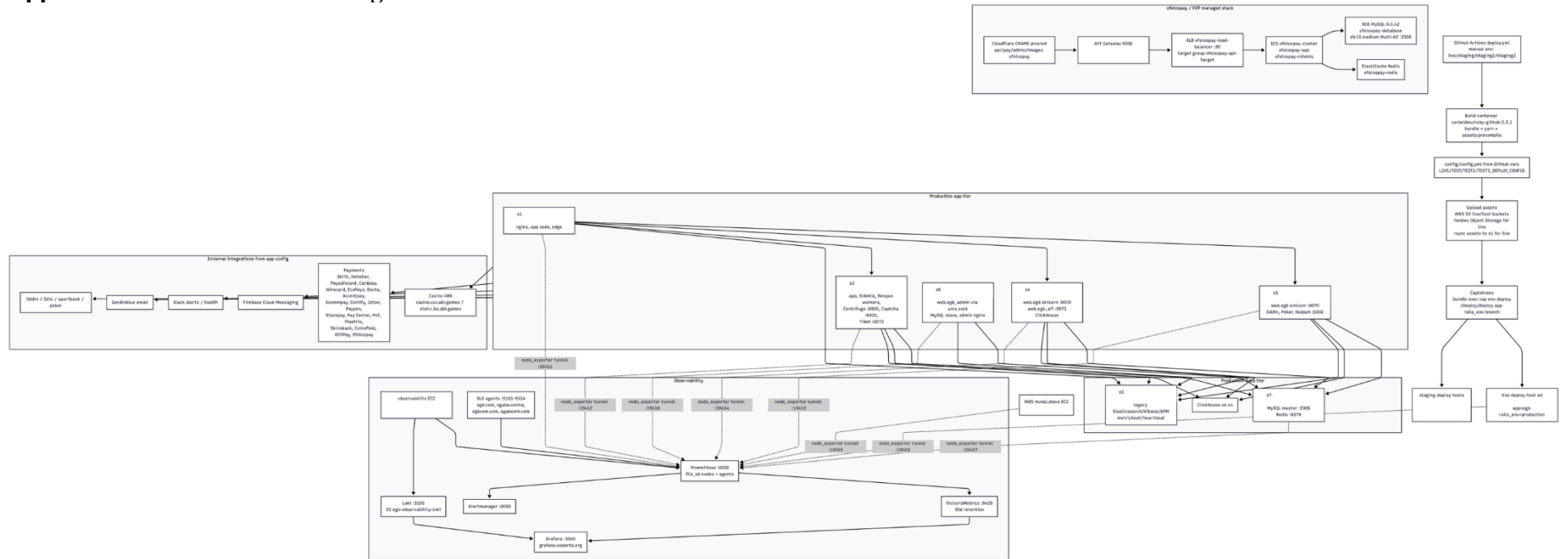
All records shall be retained in accordance with applicable recordkeeping requirements and shall be made available to the CGA upon request.

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.

Appendix A – Infrastructure Diagram



Appendix B – Overview of Games of Chance

Vertical	Game category	Description	Outcome determination	Provider type
Casino	Slots	Reel-based games where players spin to match symbols across paylines or trigger bonus features	Certified RNG	Third-party provider
Casino	Roulette	Wheel game; players wager on the pocket the ball lands in (number, color or combination)	Certified RNG (or live studio)	Third-party provider
Casino	Blackjack	Card game played against the dealer, targeting a hand value closest to 21 without exceeding it	Certified RNG (or live dealer)	Third-party provider
Casino	Baccarat	Card game; players bet on Player, Banker or Tie (<i>confirm the title is live on site</i>)	Certified RNG (or live dealer)	Third-party provider
Casino	Poker	Card games where players compete on hand rankings and play	Certified RNG / peer competition	Third-party provider
Casino	Live Casino	Real-time games streamed from studios with live dealers and interactive play (e.g. game-show formats)	Live dealer studio, real-time	Third-party provider
Betting	Sports Betting	Wagering on sporting events across markets such as match result, scores and player performance	Official sports data feeds and settlement engine	Data-feed provider + In-house platform
Betting	In-Play Betting	Real-time betting during live events with dynamically updated odds	Live official data feeds, automated settlement	Data-feed provider + In-house platform
Betting	Esports Betting	Betting on competitive video-gaming events, tournaments and matches (flagship product)	Official esports / match data feeds and settlement engine	In-house platform
Additional	Lottery Games	Players buy entries for a chance to win prizes drawn at random	Certified RNG / draw	Third-party provider
Additional	Instant Win Games	Fast-play games with immediate results (scratch cards, crash/instant titles e.g. Aviator, Rocket Dice)	Certified RNG	Third-party provider
Additional	Virtual Sports	Computer-generated, RNG-driven simulated sporting events	Certified RNG	Third-party provider
Additional	Peer-to-peer / bet exchange ("Incubator")	Player-created or exchange-style betting lines funded by a pledge	Peer-to-peer market, automated settlement	In-house platform

Appendix C – Third-Party Provider overview

Provider	Products / software supplied	Jurisdiction
Special Consolidator B.V. (d/b/a/ Softswiss)	Game aggregation / RGS integration	Curaçao
IOGr B.V.	Game aggregation / RGS integration	Curaçao
Oddin.gg s.r.o	Odds / settlement data feed	Czech Republic
Corbel Ltd.	Software maintenance, customization and integration, customer support and other ancillary functions	Cyprus
Thinbik Ltd.	Relations with payment service providers, e-wallets and other payment systems	Cyprus

Appendix D – Overview payment methods

PSP (legal name / brand)	Payment method(s)	Currencies
KINGUIN DIGITAL LIMITED	Gift cards reseller	USD
Paysafe Payment Solutions Limited - CLT	E-wallet	USD/EUR
Gammag LLC	Cryptocurrency	BTC / ETH / USDTT / USDTB / Solana / Tron
Unlimit PSP SA	Bank transfer / Visa/Mastercard	USD/EUR

Appendix E – RG Notices

Day of Birth

1

January

2015

If you are under the age of 18, you are not allowed to use this website

You can take a cooling-off period from games and betting without closing your account.

Duration Site Sections

24 hours

All services

☒ Complete opt-out from email and SMS notifications during the pause period

Take a break

 You have successfully set a Cooling-Off period for all services for 30.06.2026 09:30:00 UTC. 

POKER

YOU HAVE TAKEN A BREAK IN POKER

While the cooling off is active, poker is unavailable. You will be able to return to the game after the restriction period ends. Cooling off end date: 30.06.2026 09:30:00 UTC

If you have any questions, [click here](#) to contact support or email us at support@egb.com

Deposit Limit, \$

100

per day

Reset

DEPOSIT

Unfortunately deposit of funds has been forbidden. Please contact "support@egb.com"

Self-exclusion

During the self-exclusion period:

- you will not have access to EGB gambling services or Playmoney betting,
- you will not have access to your account; therefore, if you wish to withdraw funds, please do so before self-excluding,
- you will be removed from our news and other mailing lists; we also recommend that you remove EGB from your notification lists and unsubscribe from EGB social accounts.

Your self-exclusion may be lifted only at your request or upon expiry of the set self-exclusion term.

If you have self-excluded for a fixed period, it may be extended at your request. The duration of your self-exclusion may be reduced only at your request.

Your request to cancel self-exclusion or to shorten a fixed self-exclusion period will take effect 24 hours after we receive the relevant request.

Your request to cancel an open-ended self-exclusion will take effect 7 days after we receive your request.

You may contact us for assistance and additional information at support@egb.com.

Duration

Please enter your password

One year



You are going to be self-excluded for: One year.
This action cannot be undone.
Do you want to proceed?

CANCELLED

YES, SELF-EXCLUDE ME



You have been self-excluded until: 29.06.2027
09:13:32 UTC. If you have any further
questions, please contact support@egb.com.



4. Support and Assistance

If you feel you may have a problem, we are here to help. You can contact us directly via:

- Email: responsiblegaming@egb.com
- Live Chat: available in your account dashboard

We also recommend contacting independent professional organizations for confidential advice and support:

- [Gambling Therapy](#) – international support service
- [GambleAware](#) – UK-based helpline and resources
- [Gamblers Anonymous](#) – worldwide support network

5. Protecting Minors

We strictly prohibit underage individuals from registering or participating in gaming activities. To enforce this, we conduct age verification checks and reserve the right to suspend accounts until satisfactory proof of age is provided.

Parents and guardians play an important role in preventing underage gaming. We recommend installing parental control and filtering software to restrict access to gaming sites:

- [Net Nanny](#)
- [CYBERsitter](#)
- [GamBlock](#)
- [SafeToNet](#)

We also encourage the use of built-in parental control settings on devices such as computers, smartphones, and tablets.

If you suspect a minor is using our services, please contact us immediately at responsiblegaming@egb.com.

Appendix F – Technical Measures to Prevent Admission of Vulnerable and Excluded Persons

1. Purpose & scope. These measures prevent the admission to, and continued play on, EGB's URLs by (a) minors, (b) self-excluded or banned persons and (c) other persons who must reasonably be assumed to be Vulnerable Persons, consistent with LOK Art. 1.1(h) and the prohibitions in Art. 1.4.

2. Technical measures preventing admission / access

Control area	Technical measure	System service	Stage / trigger	Record
Age & identity	Self-attestation + age checkbox at registration; KYC identity & age verification; ID check before first withdrawal; optional database / selfie / payment validation	Onboarding flow plus the contracted KYC identity-verification provider	Registration before first bet / before first withdrawal	· Verification first log
Self-exclusion enforcement	Self-excluded accounts blocked from login, deposit, fund transfer, gameplay and marketing	Wallet, RGS and CRM	On self-exclusion; checked at each session	· Exclusion register
Exclusion ban registry	Identity match against internal (and any shared / CGA) exclusion lists to block re-registration	Identity-resolution matching within onboarding	Registration login	· Match log
Geo-restriction	Geo-blocking of Restricted Territories; IP intelligence; VPN / proxy detection	IP-intelligence and geolocation service	Registration login · deposit	· Geo / block log
Duplicate multi-account	Device fingerprinting and account-linkage detection to stop excluded persons re-entering via new accounts	Risk engine plus a device-fingerprinting service	Registration login	· Risk alert log
Payment-method ownership	Verify the payment instrument belongs to the verified account holder	PSP plus KYC controls	Deposit withdrawal	· Payment-verification log
Marketing suppression	Automatic removal of excluded / self-excluded users from all marketing audiences	CRM	On exclusion	· Suppression list

F.3 Vulnerable-player behavioral detection (Section 9.3 markers → controls)

Behavioral marker (Section 9.3)	Data monitored	Automated detection	Baseline threshold	Alert routing → intervention
Excessive increasing deposits	Deposit amount & frequency vs. baseline	Velocity deviation rules	3 or more deposit-limit-increase requests within 24 hours; or aggregate daily deposits above 200% of the player's rolling 30-day	Alert → RG review → Section 9.4 / RG Policy

Behavioral marker (Section 9.3)	Data monitored	Automated detection	Baseline threshold	Alert routing → intervention
Rapid / repetitive wagering	Stake size, frequency, turnover	bet Pattern / rate analytics	average; or 5 or more successful deposits within 60 minutes Sustained wagering above 50 bets per hour; or average stake rising more than 100% within a single session	Alert → RG review
Extended continuous sessions	/ Session duration continuity	Session- & length monitor reality checks	Continuous session exceeding 3 hours, with reality-check prompts at 60-minute intervals	Reminder → RG review
Repeated failed deposits / unusual payment patterns	Declined-payment count, reversal/chargeback patterns	Payment-anomaly rules	3 or more declined or failed deposit attempts within 60 minutes; or 2 or more withdrawal reversals within 7 days; or any chargeback	Alert → RG + fraud review
Other harm markers (e.g. frequent changes, withdrawal reversals, agitated support contact)	RG-tool withdrawal cancellations, sentiment changes, support	Behavioral analytics manual flags	3 or more changes to responsible-gaming limits within 7 days; or escalating support contact flagged as agitated	Alert → Responsible Person

F.4 Manual oversight. Trained Team Members review alerts and may flag red flags directly to the Responsible Person, who verifies and decides interventions per Section 9.4 and the Responsible Gaming Policy.

F.5 Governance, testing & records. Thresholds, rules and exclusion enforcement are reviewed and tested on the cadence in Section 6.3 (responsible-gaming monitoring continuous; control reviews periodic). All detections, interventions and verification activities are logged and retained for CGA inspection.

Appendix G –Terms and Conditions

EGB Terms & Conditions

PLEASE READ THESE AGREEMENTS CAREFULLY BEFORE ACCEPTING THEM.

Exedra N.V. is a Curaçao company duly authorized to provide the Services under the requirements of the Curaçao Gaming Control Board and the National Ordinance on Offshore Games of Hazard (Landsverordening buitengaats hazardspelen, P.B. 1993, no. 63), whose registered address is Groot Kwartierweg 10, Livestrong Building, Curaçao ('we', 'us' or 'our' as appropriate) at egb.com and any other online or mobile website provided by us (each individual site being a ('Website') where the user ('you', 'your' or 'yours' as appropriate) accesses our Betting and Non-betting Services, (collectively referred as 'Services') using your Account. Our Betting Services are referred to as real money services, including but not limited to eSports betting, sport betting, casino games and slots; whereas Non-Betting Services are referred to as services offered for Play Money (as it is described in Section 8) and other services or games that do not enable you to receive money or money's worth resulting from the outcome of that service or game.

When using the Services, you acknowledge the following:

1. you enter into a binding agreement with us and accept these Terms and Conditions;
2. you agree with any other terms, policies and regulations applicable to you and published on our Website.

When using Betting Services you also acknowledge and confirm that:

1. you have reached a minimum legal age allowing you to use our Betting Services in your state, province or country of residence.
2. you are not located at Restricted Territories (as defined in Section 3 below).

We promote responsible gambling among our users. However, we would like you to note that any use of the Services is at your sole option, discretion and risk. By using Betting Services, you acknowledge that you are fully aware of the risk of losing money when gambling and that you are fully responsible for any such loss. By using our Betting Services you agree that you have not and shall not have any claims whatsoever against us or any our affiliate, partner, director, officer or employee in relation to your gambling activities and losses.

1. OTHER APPLICABLE TERMS

A legally binding agreement ('Agreements') constituted between you and us includes the Terms and Conditions and other applicable terms, rules and policies such as:

1. the [Privacy Policy](#)
2. the [Betting Rules](#), and
3. any other additional rules and terms published on the Websites and/or notified to you by email that specifically relate to and govern any particular type of betting, games, payment method, Bonus or promotion.

These Terms and Conditions prevail in the event of any conflict between them and any other documents referred to in these Terms and Conditions.

The Agreements shall also apply to all betting and non-betting activities conducted via mobile devices including downloadable mobile applications, as if references to your use of the Website and Services were references to your use of our mobile devices betting services.

2. YOUR AGE

We apply necessary policies for protection of minors and prevention of underage betting. More information on responsible gambling could be found [here](#). You shall only use Betting Services if you are of or over minimum legal age in your state, province or country of residence allowing you to make real money bets.

Please note that we reserve the right to request proof of your age, and your Account will be suspended until satisfactory proof of age is provided in response to our request.

If it appears that you have used our Betting Services and/or made money transactions being underage, we will void any such transactions at our discretion, return the remaining balance, unless the money has to be

withheld or forfeited due to the Agreements or applicable laws, close your Account and terminate these Agreements with you.

3. YOUR LOCATION

Please note that it may be illegal to access and/or use the Website and Services in certain countries or territories, including, for example, the USA, Great Britain, Spain, Singapore, France, Denmark, the Netherlands, Germany, Israel, Jordan, Cyprus, Aruba, Bonaire, Curacao, Statia and Saba, Sweden, Malta, Hungary, Belgium and St. Maarten.

We restrict and reserve the right to restrict future access to all or some parts of the Website and/or Services in respect of certain jurisdictions (e.g. you will not be able to make a deposit and/or you will be able to make only free (Play Money) bets that do not generate any cash or money's worth winnings). You will be able to withdraw your money in accordance with Section 7 "Withdrawals", provided you are in compliance with the terms of these Agreements. You fully understand and agree that we are not liable if the country of your location or residence becomes restricted or blocked.

We may, at our sole discretion, terminate the Agreements, close your Account and void all your winnings (if any) if you are resident in one of the countries, states or territories, where gambling is illegal and/or which are blocked by us (collectively, 'Restricted Territories'), and you have used or intended to use our Betting Services.

We do not intend that our Betting Services should be used in Restricted Territories or countries that put in-country limitations on particular online gambling services. However, any bets accepted from such jurisdictions will stand - win or lose. The fact that the Website may be accessible in any such jurisdiction, or appears in the official language of any such jurisdiction, shall not be construed as a representation or warranty with respect to the legality of otherwise of the access to and use of the Website and the Services. The availability of the Website does not constitute an offer, solicitation or invitation for use of Betting Services in such jurisdictions.

It is your sole responsibility to determine the law that applies in the location in which you are present or reside, and that you should understand your legal rights and responsibilities to use the Services. You should ensure that you act legally in your jurisdiction when opening your Account and/or using the Website or the Services and you represent, warrant and agree that you will do so.

You confirm that you are solely responsible for reporting data on your income resulting from using Betting Services and payment of applicable taxes.

4. YOUR ACCOUNT

To start using the Services you first need to register an Account with us by entering your:

1. username and password ('Login Details'),
2. first and last name,
3. date of birth,
4. email address, and
5. country of residence.

Please note that we may refuse your registration application at our discretion and we are not obliged to open an Account for you even though the above information is provided by you.

By opening your Account you warrant that you:

1. have read, accept and agree to these Terms,
2. understand and accept the risk of participating in online gambling, as well as winning or/and losing money,
3. are at least 18 years old and of or over minimum legal age for gambling according to the law or jurisdiction that applies to you and you otherwise do not lack capacity to enter into contracts, and
4. are not present or reside in any of the Restricted Territories.

Please note that you will not be able to change information entered upon registration without contacting our support team and providing evidence supporting the requested change. Therefore you shall ensure that information we hold about you is always accurate and kept up to date. You shall contact our support team when there are any changes in your personal data and information.

You will be able to see your current Account Balance and recent transaction history once you have logged into your Account on the Website.

You must not disclose your Login Details to anyone, allow anyone else to use them, transfer your Account to any third party or permit any other third party to use your Account. You are responsible for the security of your Account and your Login Details.

If you know or suspect that anyone other than you is aware of your Login Details, you must promptly notify us by contacting our support team.

Everyone who identifies themselves by entering correct Login Details is assumed by us to be the rightful Account holder and all transactions where Login Details have been entered correctly will be regarded as valid. We will not be held responsible for any loss or damage resulting from any unauthorized use of your Account and/or your failure to notify us of the same.

You may create only one Account with us and may not use representatives, relatives, associates, affiliates, related parties, connected persons and/or other third parties for opening and operating an Account on your behalf. In the event that we discover, or reasonably believe, that you have opened more than one Account, in addition to any other rights that we may have against you, we reserve the right without any notice, solely at our sole discretion and in our determination (i) to void bets made through violating Accounts, terminate the Accounts and withhold their balance with no obligation to refund any money, or (ii) to suspend duplicate Accounts until all the Account details and Account Balances belonging to you are consolidated, in which case all other Accounts will be terminated leaving a single active Account for you to use.

5. YOUR IDENTITY

Please note that the name and date of birth on your Account must match your true and legal name and identity.

The name on your Account registration must match the name on the credit card(s) or other payment accounts used to deposit or withdraw monies into/from your Account Balance.

To verify your identity, address and/or payment account ('identity') we may request at any time:

1. proof of identity (including but not limited to copies of a valid passport/identity card and/or any payment cards used),
2. proof of address, including but not limited to a recent utility bill (should be no more than 3 months old), and
3. copy of a recent credit / debit / bank account statement related to a payment method used (should be no more than 3 months old).

If you do not supply such documentation to us and/or if we are unable to satisfactorily verify your identity within a reasonable time-period, determined by us, we reserve the discretionary right to:

1. withhold the balance in your Account until our verification process is completed satisfactorily,
2. void any or some of transactions you have made and freeze your Account, and/or
3. suspend or close your Account and terminate these Agreements.

For clarify, your balance withdrawal requests may be frozen during the verification process, which can take up to thirty (30) calendar days. During this period, we reserve the right to restrict your Account activities and request additional documents to verify your identity and address.

6. DEPOSITS

Once you become a registered user we will open an account for you in our system where all your real money deposits, bet amounts, winnings and withdrawals are recorded ('Account Balance').

All transactions and settlements are carried out in US Dollars ('US\$' or 'real money'). However we may change the functional currency at our sole discretion.

You can make payments to and from your Account Balance by any of the methods specified and made available from time to time by us. We will deposit such funds into your Account Balance upon their actual receipt by us. We use third party payment providers to process credit and debit card deposits; they are not processed directly by us. Your Account Balance will only be credited if we receive an approval and authorisation code from the provider issuing the payment. If your payment provider gives no such authorisation, your Account Balance will not be credited with those funds.

You represent and warrant that all deposited funds rightfully belong to you and that they have not been obtained or derived from any illegal activities.

You shall ensure that all payments into your Account Balance are made from a payment source for which you are the account holder (except for specific payment options and methods as may be authorized from time to time by us).

You further agree not to make any chargebacks, reversals or otherwise cancel any deposits into your Account Balance, and in any such event to reimburse us for any chargebacks, denial or reversal of payment you make and any loss suffered by us as a consequence of that. Also we reserve the right to impose an administration fee of US\$50 per charge-back, denial or reversal of payment you make.

We may restrict payment methods available to you for deposit, depending on your country of registration and other factors at our discretion.

We may apply individual maximum payout limits depending on your history with us and other factors at our discretion.

You are responsible for your own bank, credit card or other charges that you may incur due to depositing funds with us or receiving money from us.

For further details on current deposit and withdrawal options and fees please see our [Payments FAQ](#).

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

We may at any time set off any positive balance on your Account Balance against any amounts owed by you to us or any company within our group.

7. WITHDRAWALS

The minimum withdrawal amount is US\$5. You may request withdrawals from your Account Balance at any time, provided:

1. you have a sufficient amount in your Account Balance,
2. there are no payment method restrictions,
3. your age and identity have been sufficiently verified if we have requested such verification, and
4. you are in compliance with the terms of these Agreements.

Considering the provisions of Sections 11 and 14 below we have the right to ask you to make a multiple turnover of the amounts of all of your deposits prior to requesting a withdrawal. The multiplier will be determined by us at our sole discretion on a case-by-case basis.

You may request one commission-free withdrawal each calendar month. Otherwise, a processing fee of 4% of the requested amount will be applied to your withdrawal.

All amounts you withdraw are subject to the transaction limits (maximum withdrawal amount) and available withdrawal methods that we notify you about. For further details on withdrawal options and fees please see our [FAQ](#).

We may set limits on available withdrawal methods and maximum and minimum withdrawal limits depending on the withdrawal method or for individual users.

Unless otherwise is not set out in the Agreements, we will process any requested withdrawal via the same method of payment and in the same currency in which deposits were made.

All withdrawals will be processed back to the original debit, credit card, bank account, method of payment used to make deposits on your Account Balance. We may, and always at our own discretion, allow you to withdraw to a payment method from which your original deposit(s) did not originate. In this case we may run a verification process and/or a Security Review prior to making a decision.

If the method of payment used to make deposits does not allow withdrawals or we are not able to make a withdrawal to certain methods of payments, including due to changes introduced by the methods of payments or technical matters, we will not be able to withdraw funds to you using this method of payment. In this case funds may be withdrawn using an alternative payment method as determined by us.

All taxes due in connection with any winnings awarded to you are your liability. We may report and withhold any amount from your Account Balance (for example, taxes on gambling winnings) in order to comply with any applicable law.

After we accept your withdrawal request we will pay you as soon as reasonably possible. Please note that there may be delays due to technical issues, requirements of the payment methods involved, and the verification process or Security Review undertaken.

We are not liable for the terms and conditions and any delays in processing your withdrawal by payment providers.

If you use the p2p payment method, you shall confirm the receipt of the funds within 24 hours.

8. PLAY MONEY

You may receive free virtual money to bet for fun or to be used as a training tool ('Play Money') while using our Non-Betting Services. You hereby acknowledge that the real world term "money" is only used figuratively in this context, and you agree that you have no right or title in Play Money originating as the result of you using the Services and that Play Money cannot be exchanged for real money or money's worth.

Play Money is kept in your Account balance separate from your real money funds. Any Play Money balance shown in your Account does not constitute a real-world balance, does not reflect any stored value and shall not be exchanged or traded for value of any kind, including real money, Points or Bonuses.

You agree that we have the right to manage, control, modify and/or eliminate Play Money as we see fit at our sole discretion. Further, you agree that we will have no liability to you based on our exercise of these rights.

9. LOYALTY PROGRAM

You can earn Points by making qualifying bets, participating in other activities or as a result of certain events as may be specified by us in additional terms. Points will be awarded as described in our [Points FAQ](#) and/or applicable promotional offer and will be subject to any additional terms set forth in the promotional offer, which may be amended or discontinued at any time in our sole discretion.

Points are kept in your Account balance separate from your real money funds. Any Points Balance shown in your Account does not constitute a real-world balance, reflect any face value, are not transferable and shall not be exchanged or traded for value of any kind, except for exchange for money, Bonuses or merchandise in the shop section of the Website.

Generally, Points are automatically added to your Points Balance. You can check your Points Balance by logging into your Account.

If your qualified bet, action or event is terminated or voided we will deduct Points that you were awarded for that bet, action or event from your Points Balance.

We reserve the discretionary right to suspend or/and terminate your Points Balance without any notice, if we determine that you have violated these Agreements and/or any additional terms that govern the promotional offer. We may, in our sole discretion, suspend, cancel or combine Points Balance that appear to be duplicated. In the event that your participation in our loyalty program is terminated, then all accumulated Points in your Points Balance are void.

We reserve the discretionary right to terminate, discontinue or cancel our loyalty program at any time without any notice to you.

10. BONUSES

We may offer complementary (e.g. a first deposit) bonus amounts or bonus amounts in exchange for Points from time to time, which can be played through and converted to real money amounts under certain conditions ('Bonuses').

Each Bonus offering will be governed by additional terms (e.g. playthrough/rollover conditions, contributing percentages, excluded games, duration of Bonus offer, etc.). You accept such terms by ordering or receiving a Bonus. General Bonus terms are described in our [Bonuses FAQ](#).

Bonuses can only be played through and subsequently converted to real money amounts. As the playthrough requirements are met, Bonuses are automatically converted and transferred from your Bonus Balance to Account Balance, usually, in increments of 1/5 of the Bonus amount.

We reserve the right to withdraw any Bonus offer or amend the Bonus offer terms and conditions at any time at our sole discretion.

11. YOUR USE OF SERVICES. PROHIBITED PRACTICES

We reserve the right to refuse service to anyone for any reason at any time.

You agree that you will only use the Services in accordance with the terms set out in the Agreements. You may use the Website and the Services only for lawful recreation and entertainment purposes. By accepting

the Agreements you agree to assist us, to the extent that you are able to, comply with applicable laws and regulations.

The following practices (or any of them) engaged in by you or by any person acting on your behalf or in collusion with you, in relation to the Website and the Services constitute 'Prohibited Practices', are not permitted and will constitute a material breach of these Agreements, and shall include, without limitation:

1. using the Website and the Services in any way that breaches any applicable local, national, federal or international law or regulation,
2. using unfair external factors or influences (commonly known as cheating),
3. taking unfair advantage, in particular:
 1. any attempt to exploit loopholes in the Services,
 2. development of strategies aimed at gaining of unfair winnings;
 3. the exploitation of a fault, loophole or error in our Services, or
 4. the use of artificial intelligence, external player assistance programs, non-software-based databases, automated scripts, bots, or other automated means to assist or make bets on your behalf,
4. creating Accounts by automated means,
5. allowing or permitting (intentionally or unintentionally) someone else to use Services using your Account,
6. opening duplicate Accounts,
7. abuse of Bonuses, Points or other promotions, in particular:
 1. delaying game rounds in any game, including free spins and bonus features, to a later time when you have no wagering requirements,
 2. leaving large bets on the table, for example in blackjack, and returning to the game after bonus wagering has been completed,
 3. playing games with Bonuses to build up in-game value, lose the bonus funds, and then cash out on the built-up value during real-money play, or
 4. using strategies that take advantage of any software bug or failure,
8. using the Services in bad faith and/or undertaking fraudulent practice, in particular:
 1. provision of incorrect or misleading information while registering your Account,
 2. falsification of any information required to create an Account, or to make a bet or collect winnings,
 3. placing bets in a coordinated manner with other users involving the same (or materially the same) selections;
 4. impersonation of another person,
 5. fraudulent charge-backs;
 6. the use of a stolen, cloned or otherwise unauthorized credit or debit card or other payment methods, as a source of funds,
 7. match-fixing,
 8. the collusion by you with others in order to gain an unfair advantage (including through Bonus or Points schemes or similar incentives offered by us),
 9. dealing, in any way, with any third party who may be able to influence the outcome of any event on the outcome of which you have placed or attempt to place a bet,
 10. misuse of privileged and/or "insider" information or knowledge that is not in the public domain, or
 11. 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. facilitating any type of illegal money transfer, including money laundering,
10. undertaking criminal activity,
11. harassment of other users,

12. transmitting or publishing any actual or potentially unlawful, harmful, threatening, abusive, tortious, defamatory, vulgar, obscene, lewd, violent, hateful, offensive, racist, harmful or otherwise objectionable, offensive, racist, harmful or otherwise objectionable content,
13. using any means to obtain, collect or access any information on the Website or usernames, email addresses and/or other information of other users, for any purpose,
14. scraping our odds,
15. attacking the Website via a denial-of-service attack,
16. attempting to tamper with, manipulate or influence, interfere with, damage or disrupt any part of the Website, any equipment or network on which the Website is stored, any software used in the provision of the Website or any security measure,
17. transmitting or making available any content that you do not have a right to make available under any law or contractual or fiduciary relationship, including without limitation, any content that infringes a third party's copyright, trademark or other intellectual property and proprietary rights,
18. promoting unsolicited commercial advertisements, affiliate links, publishing odds or links to other bookmakers and using other forms of advertisement,
19. transmitting, or procuring the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (commonly known as "spam"),
20. using the Services for commercial purposes;
21. performing or having performed fraudulent actions against other online casinos or payment providers;
22. knowingly transmitting any data, sending or uploading any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, and
23. reproducing, duplicating, copying or reselling any part of the Website or the Services in contravention of the provisions of these Agreements.

We may take any measures as we see appropriate in order to create a fair and balanced game play environment. We reserve the right, without prior notice and in our sole discretion, to decide whether your use of the Website and the Services violates the Agreements for any of the above reasons or for any other reason.

We will take all reasonable steps to prevent and detect Prohibited Practices and to identify involved users. If, in our determination, you are found to be directly or indirectly participating in any form of Prohibited Practices or other activities that we consider to constitute your misuse of the Services or breach of the Agreements, we may take all such actions as we in our sole discretion deem appropriate or necessary under the circumstances, with or without notice to you or other involved parties, including without limitation:

1. giving you a warning,
2. deleting or modifying your postings,
3. suspending and/or closing your Account and terminating these Agreements,
4. suspending and/or terminating accrual of Points,
5. cancelling your Points and/or Bonuses,
6. imposing personal gambling, payout and/or withdrawal limits,
7. cancelling and/or voiding some or all of your bets and other transactions,
8. terminating and blocking your access to the Website and Services, including blocking access to the Website where evidence indicative of automated or robotic activity is found,
9. debiting the amount owed by you from your Account Balance,
10. withholding your balance with no obligation to refund to you any money,
11. informing the relevant authorities, other online service providers, banks, credit card companies, payment providers or other financial institution of your identity and of any suspected unlawful, fraudulent or improper activity,
12. reporting any criminal or suspicious activities to the appropriate authorities, and/or
13. taking legal action against you.

We will not be liable for any loss or damage which you may incur as a result of Prohibited Practices or your breach of these Agreements.

In each case of Account suspension or termination we, at our sole discretion will decide if all or certain bets that were placed prior to an Account being suspended or terminated stand (win or lose) or they are void.

You shall be liable for any and all claims, losses, liabilities, damages, costs and expenses (including any legal costs) incurred by us, which arise from your participation in any form of Prohibited Practices and/or any breach by you of these Agreements, and you shall indemnify and hold us harmless on demand for such claims.

12. MARKETPLACE

Transactions in the Market section of the Website may be subject to a fee charged by us. We will notify you about the amount to be charged before the transaction.

By using the Market section of the Website you acknowledge and agree that you are responsible for complying with the payment and reporting of all taxes imposed by any governmental authority applicable to your activities. We are not responsible for taxes that may be imposed on you in relation to your use of the Market section of the Website.

We may change or discontinue the Market section of the Website and/or modify the terms of its operation at any time.

The EGB Terms and Conditions and other legally binding agreements mentioned in these Terms apply to your use of the Market section of the Website, including but not limited to the provisions in relation to the Prohibited Practices. In particular, in case of any suspicion of money laundering your account will be closed, your balance will be withheld with no obligation to refund you any money, and we will report any suspicious activities to the appropriate authorities.

13. ARBITRAGE BETTING

Should you be suspected of Arbitrage Betting we reserve the right at our sole discretion:

1. to cancel your Points earned as a result of arbitrage betting,
2. to suspend all further accrual of Points, and/or
3. to impose a personal betting limit for you.

‘Arbitrage Betting’ means a system for exploiting variation in odds for a particular event at two or more bookmakers in order to make a profit regardless of the outcome of the event.

At our sole discretion we may reactivate Points accrual and/or remove or raise your personal betting limit if you show to us that you have no longer been practicing arbitrage betting.

14. SECURITY REVIEWS

We may conduct a security review at any time to validate your identity, age and other registration or payment information provided by you, to verify your use of the Services (e.g. for Prohibited Practices), your compliance with these Agreements and your financial transactions carried out via the Services for potential breach of these Agreements and of applicable law (a 'Security Review').

You authorize us to make any inquiries about you and to use and disclose to any third party any information about you to validate it.

You agree to provide any additional information or documentation as we may request from you in order to conduct the Security Review.

This procedure is a statutory requirement and is done in accordance with the applicable gaming regulation and the anti-money laundering legal requirements, in particular, in accordance with the National Ordinance on the Reporting of Unusual Transactions and our internal AML/CTF policies.

15. RESPONSIBLE GAMING

We promote responsible gaming and take our social responsibilities very seriously. We have enabled responsible gaming policies and measures that are available and explained in detail [on our website](#). We note that we can not be held liable or responsible for your betting activities if you intentionally and continuously neglect our responsible gaming policies.

You are not allowed to use our Services if:

1. you have been diagnosed with a gaming disorder,
2. you have been undergoing treatment for a gaming disorder,

3. you are unsound mind, or
4. you have not reached the minimum legal age.

We encourage you to take control of your gaming habits. If you feel you have lost or may lose control over your gambling expenses or feel at risk of losing control, you should notify us immediately by sending an email to responsiblebetting@egb.com.

You may self-exclude yourself from our Services for the term determined by you or for an indefinite period of time. In order to do that you should send a request from the email address you used to register with us to responsiblebetting@egb.com. If you do not specify the term you will be self-excluded indefinitely.

You may impose gambling limits on your activity.

For more information on problem gaming and for online help for problem gamblers, please check the following links:

1. <https://www.gamblingtherapy.org/>
2. <http://www.begambleaware.org/>

16. ERRORS

In the event of any Error we will seek to place all parties directly affected by such Error in the position they were in before the Error occurred, and we reserve the right to take any actions to correct such Error. 'Error' means, in particular a human error, a bug, defect or error in the software, a manual or automated data input error and/or any system failure or a deviation from the normal functioning of the game logic that results in an error in any odds calculation, charges, fees, commissions, Bonuses, Points, winnings or payout (by way of example: when a bet is accepted at an odd that is materially different from those available in the general market at the time the bet was made, or clearly incorrect given the chance of the event occurring at the time the bet was made, or where we enter a result of an event incorrectly).

We may declare null and void any bets that were the subject of an Error and to take any money from your Account Balance, any Points from your Points Balance and/or Bonuses from your Bonus Balance relating to the relevant bets. If there are insufficient funds in your Account Balance, we may demand that you pay us the relevant outstanding amount relating to these bets. If you are incorrectly awarded any winnings as a result of an Error we will not be liable to pay you any such winnings.

If any amount is mistakenly credited to your Account Balance it remains our property and when we become aware of any such Error, we shall notify you and the amount will be withdrawn from your Account Balance.

In the event of any Error we will not be liable to you or to any third party for any direct or indirect costs, expenses, losses or claims arising or resulting from such Error.

You should inform us as soon as you become aware of any errors with respect to your Account or any calculations with respect to any bet you have placed.

17. INACTIVE ACCOUNTS

We may charge you a fee of 4% of the remaining balance but not less than US\$5 per calendar month ('Inactive Account Fee') if there has been no real-money gaming activities recorded on your Account for 180 consecutive days or more.

We will withdraw the Inactive Account Fee from your Account Balance on a monthly basis to the extent that your Account Balance remains in credit and only for the period during which there remains no Account activity after the initial 180 days period has passed.

If we have to withdraw the Inactive Account Fee and your Account Balance is less than US\$5, the Inactive Account Fee will be equal to the remaining funds in your Account.

We may close your inactive Account once the Account Balance reaches zero balance and terminate these Agreements with you.

Unless the Account has been closed you can reactivate your Account any time by logging into your Account.

18. TERMINATION

Termination without Cause. We may terminate these Agreements without cause with or without a notice to you. In this event termination of the Agreements leads to your automatic withdrawal request, and we will proceed as described in Section 7 "Withdrawals".

You may close your Account with us any time and end these Agreements. If you want to close your account, please notify our support team.

Termination for Cause. We may terminate these Agreements as provided in other sections of these Agreements, and/or if:

1. you are in material breach of these Agreements,
2. we become aware that you are involved in Prohibited Practices,
3. we become aware that you have played at any other gambling site or facility and are suspected of Prohibited Practices,
4. the name registered on your Account does not match the name on the financial/bank account and/or the credit/debit card(s) used to make deposits on the Account Balance,
5. we are requested to do so by the police, any regulatory authority or court, or
6. in our reasonable opinion your continued use of the Services may be detrimental to our reputation and to the reputation of our partners.

Effect of Termination. If your Account is terminated any of your active bets, all Bonuses and accumulated Points in your Account are void. We may also cancel and/or void any of your bets.

Where we have terminated these Agreements for cause, we may, in our sole discretion, suspend or withhold your Account Balance, recover from your Account Balance the amount of any affected payouts and Bonuses. The rights set out here are without prejudice to any other rights that we may have against you under these Agreements or otherwise.

19. INTELLECTUAL PROPERTY RIGHTS

We or our subsidiaries and/or licensors (e.g. video content providers) own all materials, software, images, pictures, graphics, photographs, animations, videos, music, audio, text (and any intellectual property rights in and to any of the same) that are included, constitute or are a part of the Website and the Services. These materials are protected by copyright and/or other intellectual property rights.

You do not obtain any rights in such materials and must not use them without our written permission.

We grant you a limited, non-transferable, revocable license to repost or quote our news, photos and videos without modification, provided you credit a source (EGB.com) and include active hyperlink to the Website. Please be advised that when articles or photographs are credited by us to a source other than EGB, it is most likely that the credited source holds the rights to the material. Please contact that party directly.

All intellectual property rights in the name "EGB" and "EGB.com", our logos, designs, trademarks and other distinctive brand features ("Brand Name") are owned by us. You agree not to display or use such logos, designs, trademarks and other distinctive brand features in any manner without our prior written consent. Such consent is not required solely under the following circumstances:

1. you and we have entered a contract and its provisions provide for your use of our Brand Name (e.g. an advertising agreement, sponsorship deal or affiliate agreement);
2. you use our Brand Name only for non-commercial purpose or for a project that is only generating advertising revenue, provided that you comply with the following terms:
 1. you may not use Brand Name in any manner that implies a relationship with, sponsorship, or endorsement by us, and you shall notify your users about that,
 2. we are credited as the owner of our Brand Name (meaning that you must place a hyperlink to our Website),
 3. you may not modify our Brand Name,
 4. you may not use our Brand Name in conjunction with your products, services, name or any other trademark or trade name,
 5. you may not use our Brand Name in a way that is, in our sole opinion, unlawful, misleading, defamatory, obscene, infringing, tortious, disparaging, abusive, or otherwise objectionable or inappropriate,
 6. you use our Brand Name in connection with high quality materials and content,
 7. you may not present or feature our Brand Name on websites or in other materials containing materials, content or advertising associated with any kind of illegal activities or infringing on third party's rights,

8. you may not use our Brand Name in the domain name,
9. you may not apply for trademark registration of a product, service, etc., with a name that includes our Brand Name, any variation thereof or is similar to it,
10. all goodwill that is derived from your use of any part of our Brand Name exclusively inures to the benefit of, and belongs to, us,
11. you are not granted any other rights of any kind, by implication or otherwise, to use our Brand Name, AND
12. this limited consent to use our Brand Name may be withdrawn by us at any time in our sole and absolute discretion.

Trademarks of game publishers (including game logos), eSports teams, leagues and tournaments are their respective intellectual property.

20. YOUR CONTENT AND FEEDBACK

By posting, publishing, uploading, submitting, emailing, or otherwise transmitting any texts, images, data or other intellectual property, content or information to the Website, including chats ('User Content') you grant to us a nonexclusive, worldwide, royalty-free, sublicensable, perpetual and irrevocable right to use, reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit and otherwise exploit such User Content in any form, medium, device or technology.

We do not claim ownership rights in User Content.

We reserve the right to moderate any User Content or remove any User Content for any reason.

We may limit the length of User Content.

We have no ability to control User Content that is posted, uploaded or otherwise published using the Website, and do not have any obligation to monitor such User Content for any purpose and, as a result, are not responsible for the accuracy, completeness, appropriateness, legality or applicability of any User Content or anything said, depicted or written by you or other users.

We do not endorse any User Content or any opinion, recommendation, or advice expressed in User Content.

If you communicate to us any feedback, ideas or suggestions for improvement of the Website or the Services, you grant us a free-of-charge, irrevocable, nonexclusive, transferable right to use, modify, share, distribute and communicate such feedback for any and all commercial or noncommercial purposes, without charge and free of any obligation of attribution.

You represent that you own or have the necessary licenses, rights, consents and permissions to grant the foregoing licenses to us.

21. DISCLAIMERS AND EXCLUSIONS

We will provide the Services with reasonable skill and care and substantially as described in the Agreements. We do not make any other promises or warranties about the Services. Your access to the Website and use of the Services or any information we may provide in connection with your use of the Services is at your sole option, discretion and risk.

The Website, the Services, all payment options and methods, all content, text, images, and other information on or accessible from the Services are provided "as is" and "as available" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Specifically, but without limitation, we do not warrant that:

1. the Website and the Services will meet your requirements,
2. the Website, the Services and the information available on or through the Website or the Services is free of malfunctions, bugs, viruses or errors,
3. live streaming and other broadcasts which are provided to you as part of the Website, are displayed without delays,
4. the Services, including any payment option or method will be error free or uninterrupted or secure, or
5. defects will be corrected.

22. LIMITATION OF LIABILITY

We shall not be liable for computer malfunctions, failure of telecommunications service or Internet connections, nor for any attempts by you to use the Services by methods, means or ways not intended by us.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or the Services, or to your downloading of any software or material posted on the Website, or on any website linked to it.

In no event shall we (including our shareholders, ultimate parent and parent companies, any of our subsidiaries, officers, directors, agents and employees) be liable to you, any other user of the Services, or any other person or entity for any direct, indirect, special, incidental, consequential or exemplary damages (including, but not limited to, damages for loss of profits, revenue, business, opportunity, goodwill, reputation, loss of data, loss of use, or costs of obtaining substitute goods or services) arising out of the use, inability to use, unauthorized access to or use or misuse of the Website and/or the Services, our intellectual property, content or any information contained thereon, whether based upon warranty, contract, tort (including negligence), or otherwise, even if has been advised of the possibility of such damages or losses.

In no event shall we (including our shareholders, ultimate parent and parent companies, any of our subsidiaries, officers, directors, agents and employees) be liable to you for any acts or omissions of third parties, including any payment providers and other users.

In the event that we are held liable for any event under these Agreements our total aggregate liability to you or any third party arising out of these Agreements or your use of the Services, whether for breach of contract, tort (including negligence) or otherwise, will be limited to the amount of the (i) value of the bets you placed in respect of the relevant bet or Service that gave rise to the relevant liability, or (ii) US\$50 in aggregate, whichever is lower.

23. CUSTOMER FUNDS

All your funds are held by us in our bank accounts. In the event that we become insolvent and are put into liquidation, your funds shall be handled in accordance with the laws of Curacao and are not otherwise protected.

24. CHANGES TO WEBSITE AND SERVICES

We reserve the right to make changes or corrections to or to alter, suspend, remove, add to or discontinue any aspect of the Website and the Services and their content, including your access to it, at any time and in our sole discretion. We will not be liable for any such action.

From time to time, all or part of the Website or the Services may be unavailable for use by you because of our maintenance, alteration or amendment of the Website any of the Services. We shall not be liable if for any reason the Website or the Services are unavailable at any time or for any period.

We are not required to provide back-up networks and/or systems.

25. INDEMNIFICATION

By using the Website and/or Services you agree to indemnify, release and to hold harmless us, our parents, subsidiaries, affiliates, licensors and agents, as well as the officers, directors, employees, shareholders and representatives of any of them, from any and all liability, claims or actions of any kind whatsoever, including but not limited to costs, expenses, injuries, damages (whether direct, indirect, special, consequential, exemplary or punitive or other), or losses to persons and property which may be sustained in connection with your use of the Website, Services and/or any available payment option or method used by you, or your fulfillment of any obligation set out herein or otherwise connected to your use of the Website and/or Services, whether directly or indirectly.

25-1. COMPLAINT HANDLING PROCEDURE

You may direct questions, inquiries or complaints to support@egb.com or security@egb.com.

To file an official Complaint, please indicate this in your message and we will send you a PDF Complaint Form.

All Complaints are governed by our Complaint Handling Procedure (the “Procedure”), as adopted by EGB and submitted to the Curaçao Gaming Authority (“CGA”). This Section only summarizes the Procedure. In the event of any conflict between this Section and the Procedure, the Procedure shall prevail.

The following information will be required to make a Complaint:

- your full name, residential address, and place of residence;
- account number, login name, or email address registered with us;
- date of the incident;
- detailed description of the incident, including disputed amount (if any);
- recent proof of address and identity certified and translated into English;
- any relevant supporting documents.

Timeframe for Responsible Gaming Complaints. We will acknowledge receipt of a responsible gaming complaint in writing within 2 business days. We will use our best efforts to resolve such a Complaint within 5 business days of receipt. If additional time is required to reach a decision, we will notify you of the delay and provide a substantive response within 2 weeks of the original Complaint date.

Timeframe for Other Complaints. We will acknowledge receipt of any non-responsible-gaming Complaint within 1 week. We will use its best efforts to resolve the complaint within four (4) weeks of receipt. If additional time is required, we will notify you of the delay. Where complexity or lack or slowness of your response causes delay, we may extend the resolution period by up to an additional 4 weeks.

Neither the right to lodge a Complaint nor the subject matter of a Complaint may be assigned, transferred, or encumbered to any third party.

Following the CGA's approval of an ADR provider list and our execution of agreements with such provider(s), you may escalate any unresolved Complaint to an ADR provider. We will supply the provider's details upon request. An ADR decision shall be binding on both you and us.

The CGA does not mediate individual disputes. However, if you believe we have breached applicable regulations, you may contact the CGA directly (e.g., in cases of malpractice, breaches of licensing conditions, or whistleblowing).

26. GOVERNING LAW AND DISPUTE RESOLUTION

These Agreements and the relationship between you and us generally, will be governed by the laws of Curacao without regard to conflict of law provisions.

Any and all disputes or claims arising out of, or relating to, a breach of these Agreements or any use of the Website or the Services, shall be finally settled by the state courts of Curacao.

You hereby irrevocably waive any objection which you may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to these Agreements in the above mentioned jurisdiction, and hereby further irrevocably waive any claim that such jurisdiction is not convenient forum for any suits, actions or proceedings. Nothing in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

27. ASSIGNMENT

We may transfer, assign, sublicense or pledge these Agreements, in whole or in part, to any person (but without your consent).

In the event of a change of control, merger, acquisition, or sale of our assets, your Account, balances and associated data may be part of the assets transferred to the purchaser or acquiring party without further notice to you, and by using the Website and/or Services you consent to any such transfer.

You may not assign, sublicense or otherwise transfer or encumber in any manner any of your rights or obligations under these Agreements. Any such assignment or encumbrance shall be deemed null and void. In case by law or a court's decision the transfer of rights and obligations is deemed legal, all withdrawals shall be done through the same payment method and using the same payment details used by you when making a deposit.

28. MODIFICATION AND AMENDMENTS

We have the discretionary right to amend the Terms and any other Agreements in order to comply with applicable laws and regulations or for a number of other reasons from time to time. Any minor changes may be made at any time and you are advised to review the Terms and Agreements on a regular basis. We will notify you about significant or major changes in advance via email or by having a notice on our

website about it. Any such amendment will take effect upon posting of the revised Agreements, unless it is determined otherwise at the time of posting or sending the notification.

If any change is unacceptable to you, your only recourse is to stop using our Services and terminate your Account.

You will be deemed to have accepted those amendments if you continue using our Services after the date on which the changes come into effect. It is your responsibility to review these Agreements and any notifications each time you use the Services.

29. SEVERABILITY

If any provision of these Agreements is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Agreements which shall remain in full force and effect.

30. LANGUAGE

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

Last updated: July 31, 2025