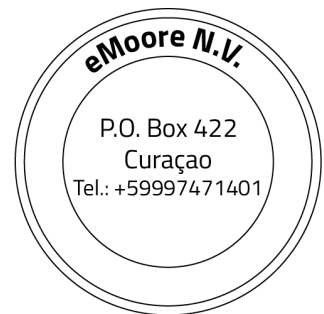


OPERATIONAL MANUAL

CASIWORX N.V.

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

This Operational Manual describes the operational, technical, compliance, responsible gaming, and governance procedures implemented by Casiworx 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: Casiworx N.V.

Commercial Name: Casiworx N.V.

Registration Number Chamber of Commerce: 163922

Registered Address: Curaçao, Groot Kwartierweg 10 Livestrong Building

Website(s)/URL(s): <https://slotystake.com/>, <https://vipcasino.online/>, <https://freakybillion.com/>, <https://intellectbet.com/>, <https://rockstarwin.com/>, <https://stakebro.com/>, <https://stakemania.com/>, <https://slotorush.com/>, <https://pokerbetcasino.com/>, <https://norsewin.com/>, <https://slotobit.io/>, <https://wincraft.casino/>

2.2 Shareholding structure and infrastructure

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

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

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

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

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

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

3. DESCRIPTION OF THE GAMES OF CHANCE

3.1 Categories of Games Offered

The License Holder offers the following Games of Chance:

Casino Games

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

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

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

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

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.

Additional Gambling Products

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

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

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

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

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

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:

- Independently certified Random Number Generator ("RNG") systems, ensuring that outcomes are random, unbiased, and not susceptible to prediction or manipulation;
- 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

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.

- Restricted database access
- Secure hosting environments
- Role-based access controls
- Encrypted backup storage

Encryption shall be applied to:

- Data in transit
- 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.

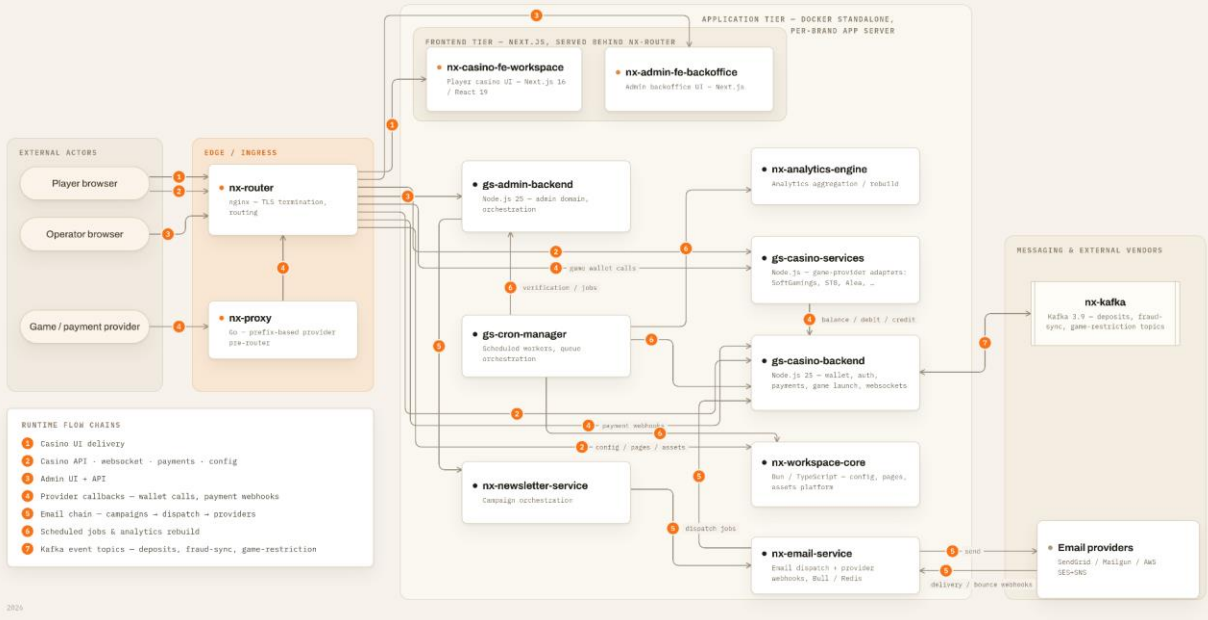
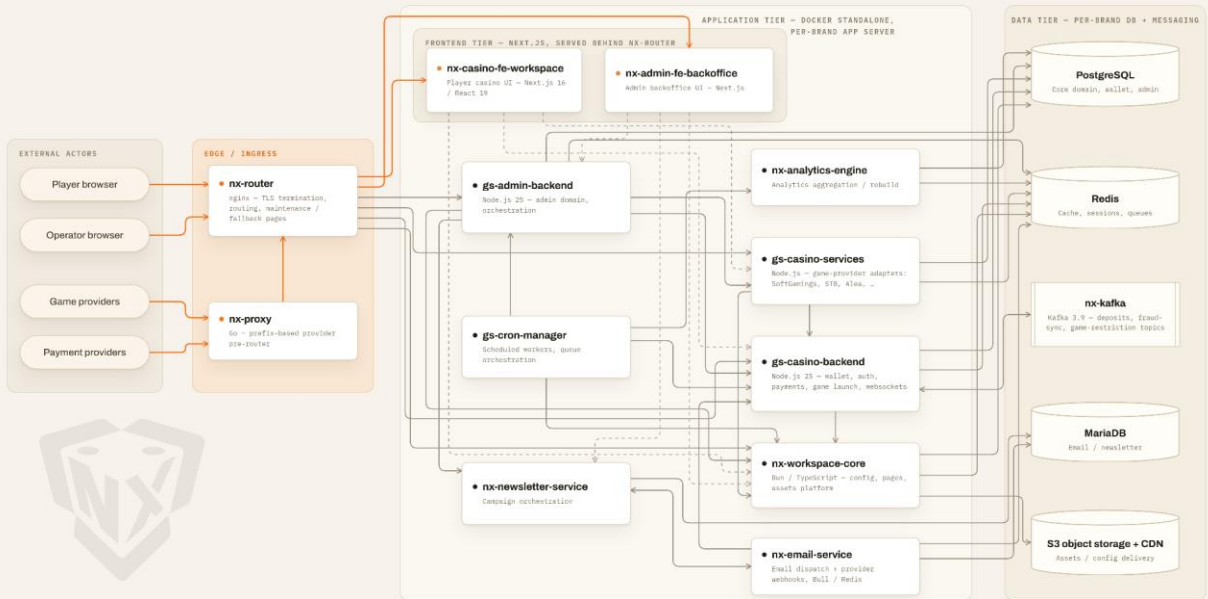
10. TECHNICAL INFRASTRUCTURE AND BUSINESS CONTINUITY

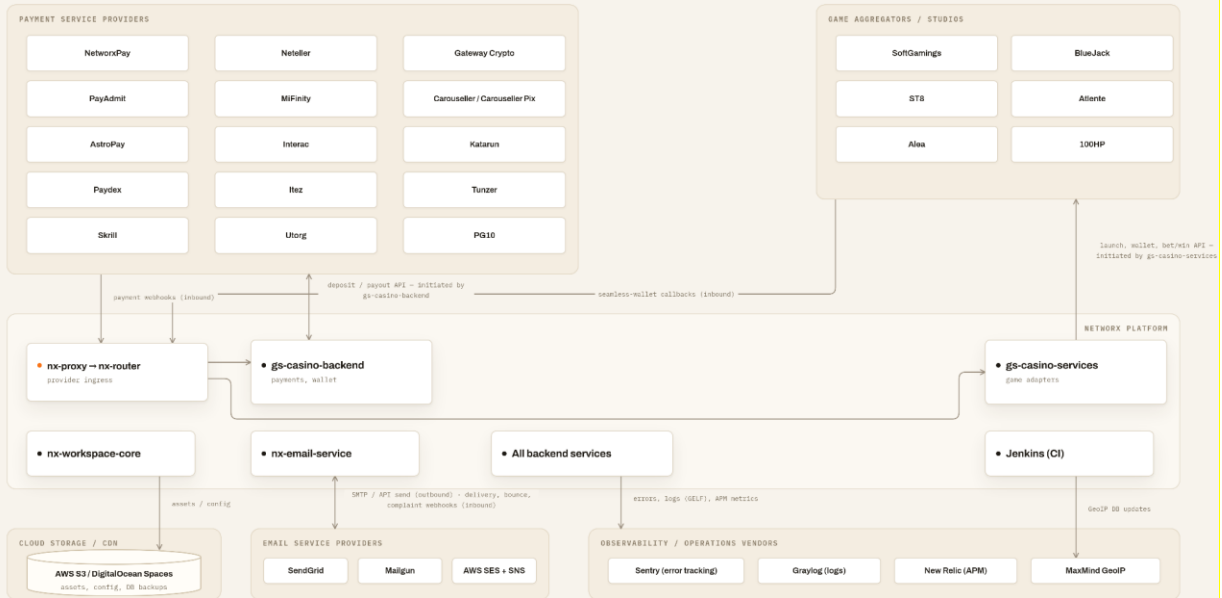
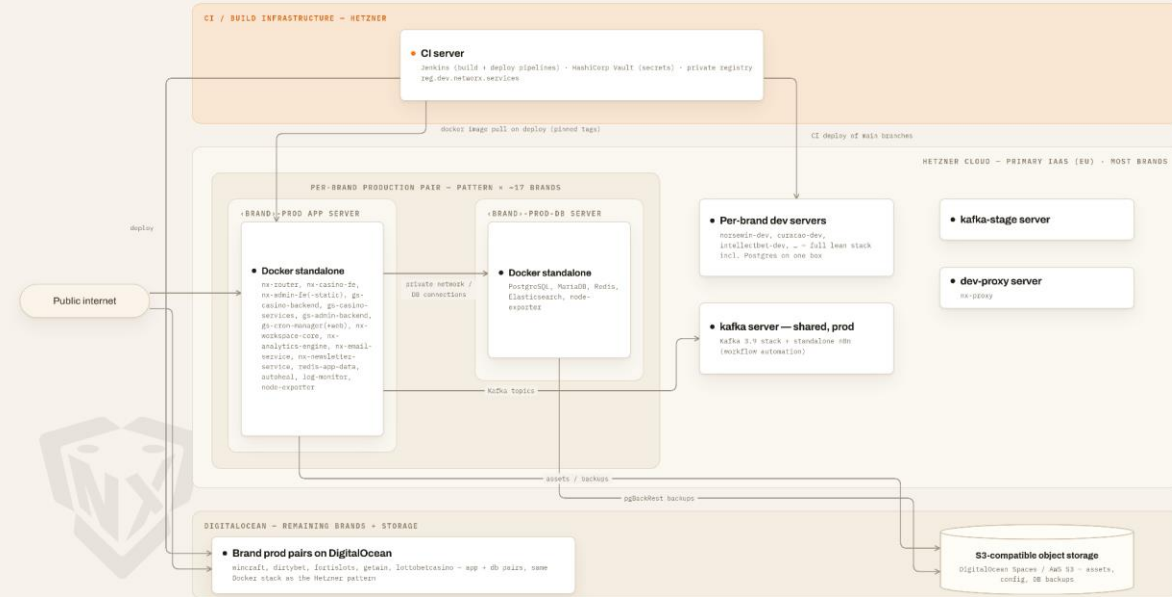
10.1 Infrastructure Overview

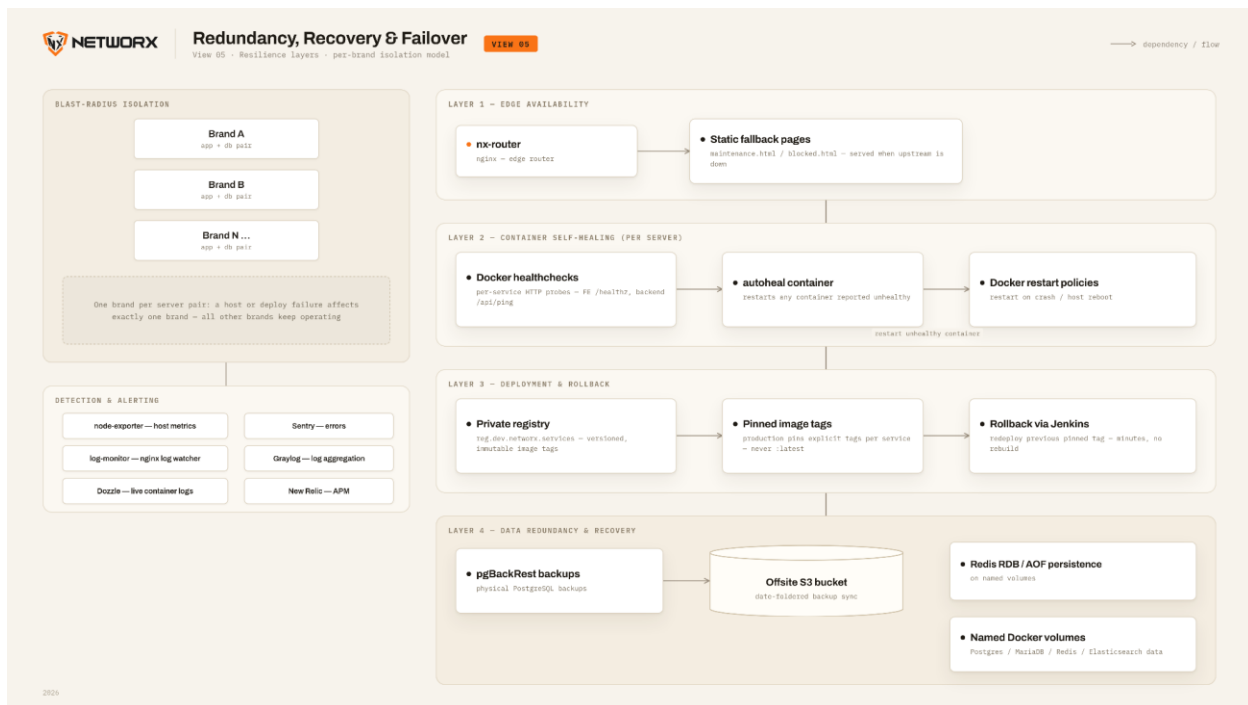
The License Holder operates a secure and resilient technical infrastructure to support continuous operations and regulatory compliance, which pertains to:

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

10.2 Infrastructure Diagram







The diagram shall include:

- Hosting architecture
- Data flows
- Security layers
- Payment gateway integrations
- Backup infrastructure
- Redundancy architecture

10.3 Business Continuity Plan (BCP)

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

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

10.4 Disaster Recovery

Disaster recovery measures include the following:

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

11. RESPONSIBLE GAMING IMPLEMENTATION

11.1 Responsible Gaming Policy

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

11.2 Responsible Gaming Tools

Players have access to the following responsible gaming tools:

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

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

11.3 Staff Training

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

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

11.4 Marketing Restrictions

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

12. TERMS AND CONDITIONS

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

The Terms and Conditions shall:

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

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

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

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

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

13. PLAYER DISPUTE RESOLUTION PROCESS

13.1 Complaint Submission

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

Players may submit complaints through the following communication channels:

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

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

13.2 Internal Review Process

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

Upon receipt, each complaint shall be:

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

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

13.3 Escalation

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

Escalation options shall include:

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

The License Holder shall:

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

13.4 Recordkeeping

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

Such records shall:

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

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

14. DIGITAL RECORDKEEPING

14.1 Records Maintained

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

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

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

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

14.2 Security of Records

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

Such measures shall include:

- **Encryption**, to protect data both in transit and at rest against unauthorized access;
- **Robust backup procedures**, ensuring the regular and secure replication of critical data and the ability to restore records in the event of data loss;
- **Immutable logging mechanisms**, where applicable, to prevent unauthorized alteration or deletion of critical records; and

- **Access controls**, including role-based access restrictions to ensure that records are only accessible to authorized personnel on a need-to-know basis.

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

14.3 Audit Trails

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

Audit trails shall be maintained for, at a minimum:

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

All audit trail records shall:

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

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

15. AML/CFT COMPLIANCE

15.1 AML Framework

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

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

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

15.2 Risk-Based Approach

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

Risk assessments shall take into account, at a minimum:

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

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

15.3 Transaction Monitoring

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

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

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

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

15.4 Suspicious Transaction Reporting

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

Where required by applicable laws and regulations:

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

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

16. INCIDENT MANAGEMENT

16.1 Incident Categories

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

Incidents shall include, but are not limited to:

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

16.2 Purpose and Scope

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

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

This framework applies to:

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

16.3 Incident Lifecycle Process

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

Step 1: Identification

Incidents shall be identified through various detection mechanisms, including:

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

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

Step 2: Categorization

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

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

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

Step 3: Diagnosis

An initial assessment shall be conducted to:

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

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

Step 4: Escalation

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

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

Major incidents shall trigger enhanced response procedures, including:

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

Step 5: Resolution

The responsible team shall:

- Investigate the root cause of the incident;

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

All actions taken shall be documented, including:

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

Step 6: Recovery

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

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

Step 7: Closure

An incident shall only be formally closed once:

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

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

Step 8: Continuous Improvement

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

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

Findings shall be incorporated into:

- Problem Management processes;

- Change Management procedures; and
- Staff training and awareness programs.

16.4 LOK-Aligned Incident Reporting and Escalation Thresholds

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

16.4.1 Reportable Incidents

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

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

16.4.2 Reporting Timelines

The License Holder shall ensure that reportable incidents are:

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

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

16.4.3 Reporting Content Requirements

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

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

- Remediation and preventive measures implemented or planned.

16.4.4 Internal Escalation

All incidents shall follow structured escalation procedures, including:

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

16.4.5 Documentation and Audit

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

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

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

16.5 Continuous Improvement

Incident data shall be analyzed on an ongoing basis to:

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

17. APPENDICES

Appendix A – Infrastructure Diagram

Appendix B – overview Games of Chance, including a description of visual elements shown to players as part of the operation through the gaming website or other software application

Appendix C - Third-Party Provider overview

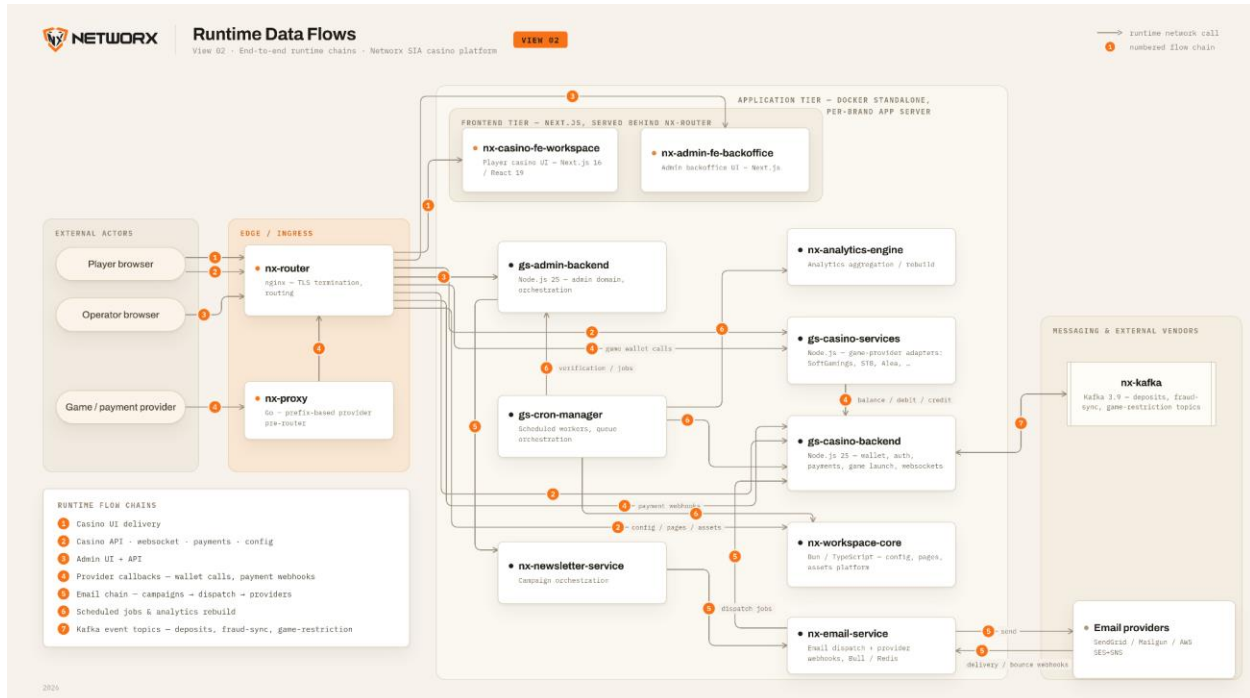
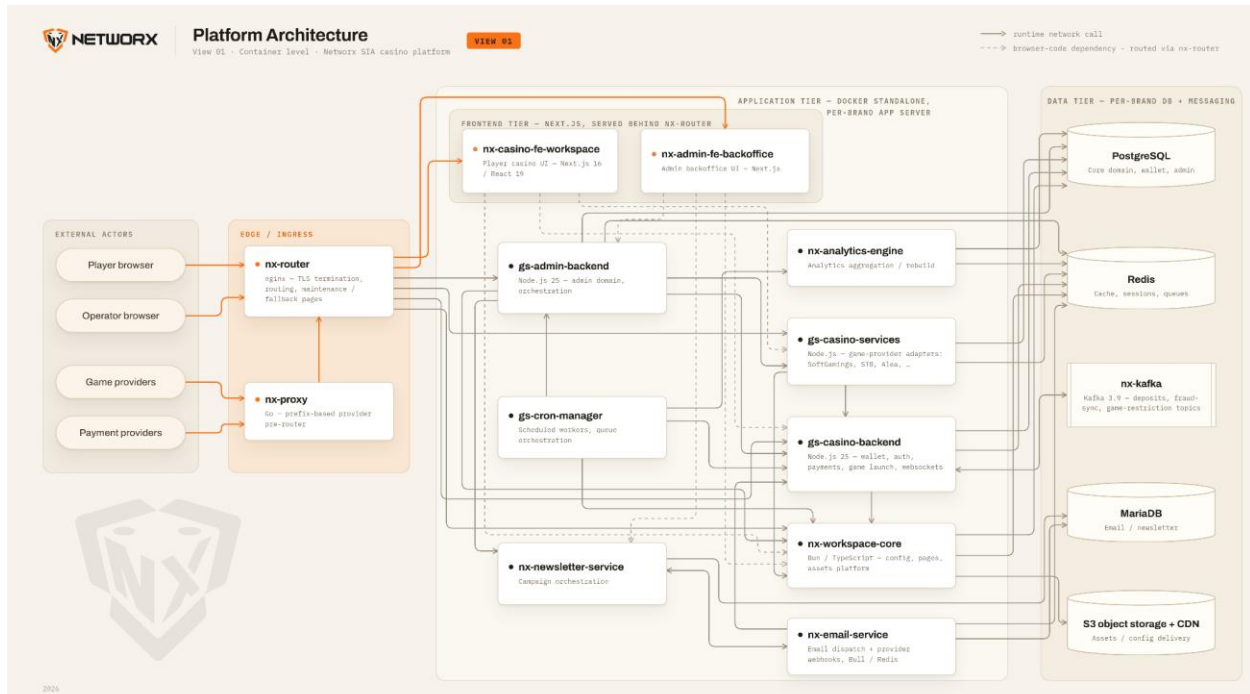
Appendix D – Overview payment methods

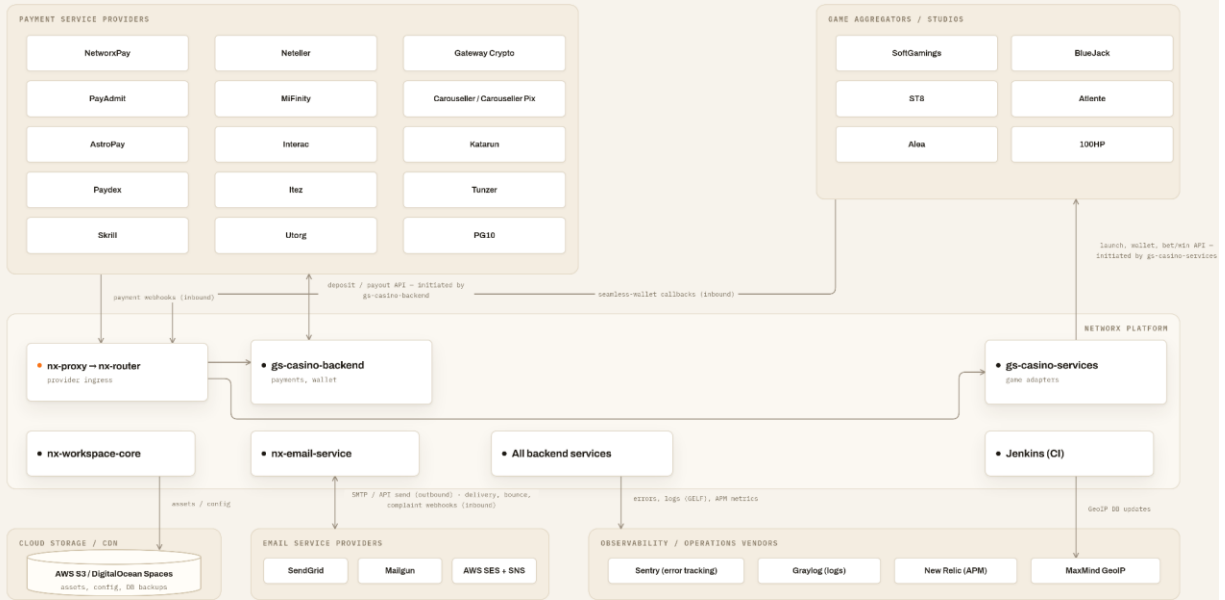
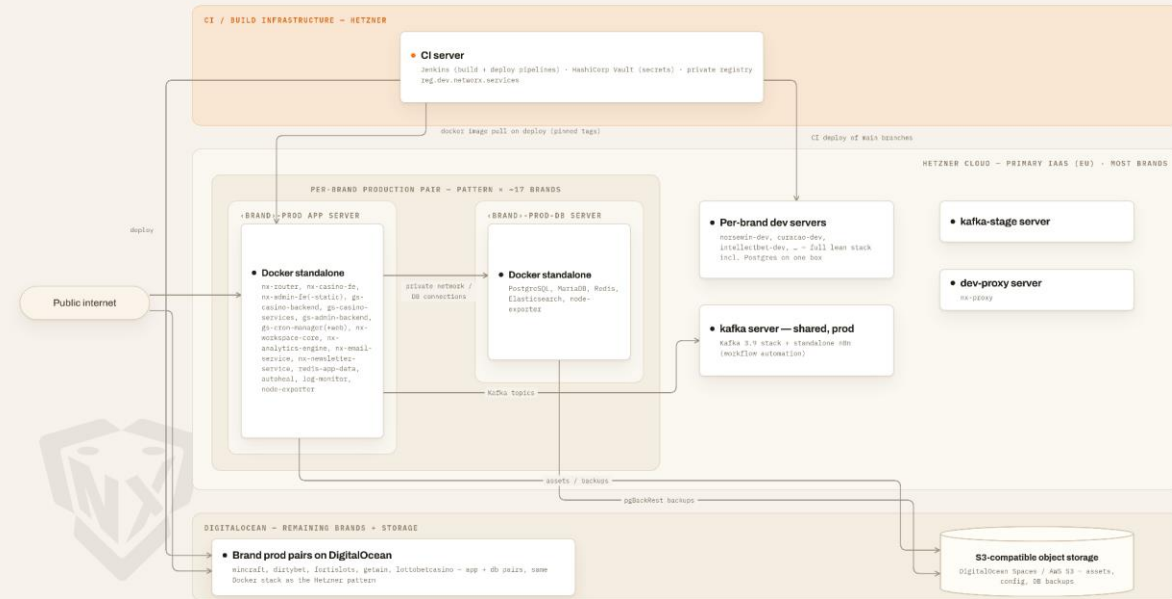
Appendix E – RG Notices

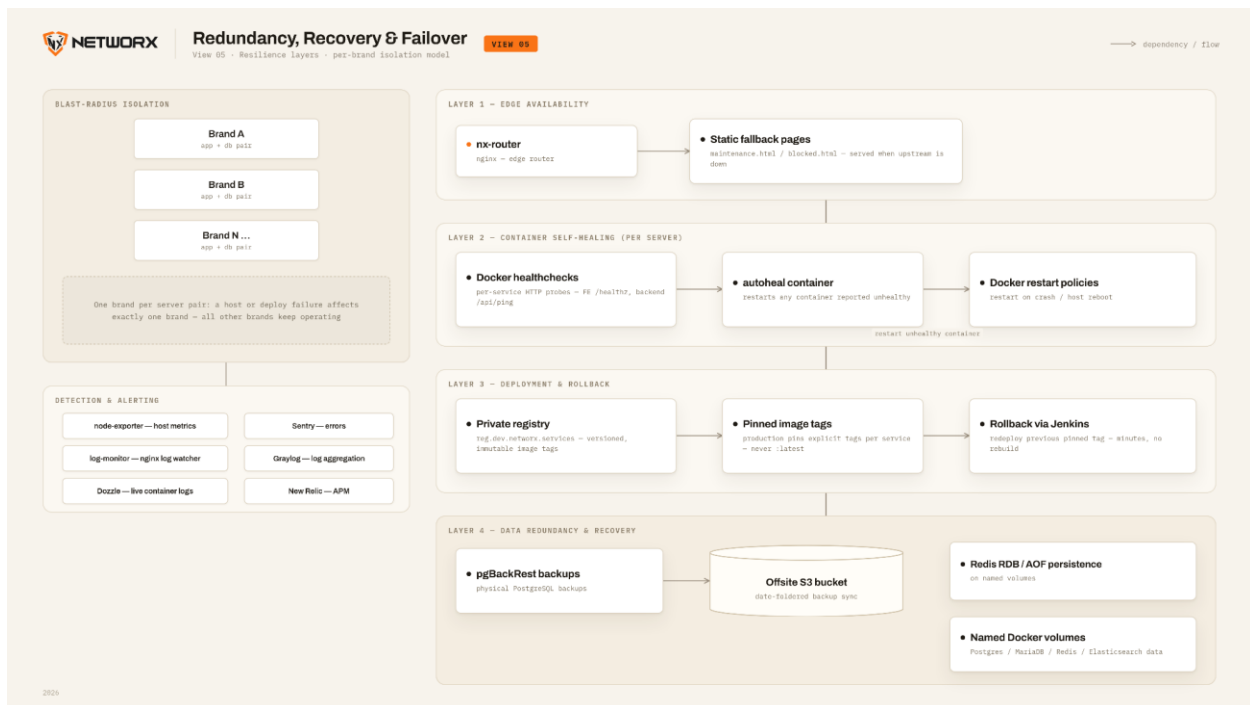
Appendix F – Technical measures vulnerable persons

Appendix G –Terms and Conditions

Appendix A – Infrastructure Diagram







Appendix B – overview Games of Chance Game Categories Offered

The following categories of games of chance are offered to players on the licensed platform:

- Slots
- Live Casino
- Table Games
- Poker
- Video Poker
- Bingo
- Keno
- Scratch Cards
- Virtual Sports
- Instant Games
- Crash Games
- Plinko
- Mines

Games and platform software are supplied by the following certified providers:

Provider	Role / Categories
yAce	RNG casino games / slot games
NolimitCityOSS	Slot games / high-volatility slots
RedTigerOSS	Slot games / jackpot games
Popok	Slot games
100HP Gaming	Slot games / casino games
Peter & Sons	Slot games
TopSpin	Slot games
AviatrixDirect	Crash / instant game
YGR Games	Slot games / RNG casino games
ICONIC21 Live	Live casino / live table games
Altente	Slot games / RNG casino games
ALG	Slot games / RNG casino games
XPG	Live casino / live dealer games
Gamomat Games	Slot games
Big Time Gaming	Slot games / Megaways games
ReelTime	Slot games / RNG casino games
Merkur	Slot games
Swintt	Slot games

Endorphina	Slot games
Galaxsys	Instant games / crash games / skill games
Salsa Technology	Slot games / video bingo
Oriental Game	Live casino / table games
Igrosoft	Slot games
Quickspin	Slot games
Asia Gaming Slots	Slot games
Beter Live	Live casino / live betting games
HoGaming	Live casino / live dealer games
Kalamba	Slot games
Concept Gaming	Slot games / RNG casino games
XProGaming	Live casino / RNG casino games
Belatra	Slot games
Red Rake Gaming	Slot games
Spribe	Crash games / instant games
BetGames.tv	Live casino / live entertainment games
LiveGames	Live casino / live dealer games
CQ9	Slot games / arcade games
Ezugi	Live casino / live dealer games
Betradar VS	Virtual sports
BGaming	Slot games / casual casino games

Tom Horn Gaming	Slot games
Habanero	Slot games / table games
Spinomenal	Slot games
Kiron	Virtual sports
Thunderkick	Slot games
Nolimit City	Slot games / high-volatility slots
Red Tiger	Slot games / jackpot games
BeeFee	Slot games
Fugaso	Slot games
Playson	Slot games
Authentic Gaming	Live casino / live roulette
Mascot Gaming	Slot games
Vivo Gaming	Live casino / live dealer games
Games Global	Slot games / jackpot games / table games
Evoplay	Slot games / instant games
Stakelogic	Slot games / live casino
Spadegaming	Slot games / fish games
Pragmatic Play	Slot games / live casino / bingo
Booming Games	Slot games
Amatic	Slot games / classic casino games
Yggdrasil	Slot games

WorldMatch	Slot games / table games
Kaga	Slot games / RNG casino games
GGames	Instant games / casual casino games
High5	Slot games
Relax Gaming	Slot games / aggregation content
PGSoft	Slot games / mobile casino games
NetEnt	Slot games / table games
BetSoft	Slot games
Genii	Slot games

Appendix C Third-Party Provider overview

Third-Party Provider	Description
Networx	Software/Casino Games Provider
Customer IO	Customer Engagement Platform
Live Agent	Help Desk Platform
Bynn	ID verification platform

Appendix D – Overview payment methods

Accepted Deposit Methods

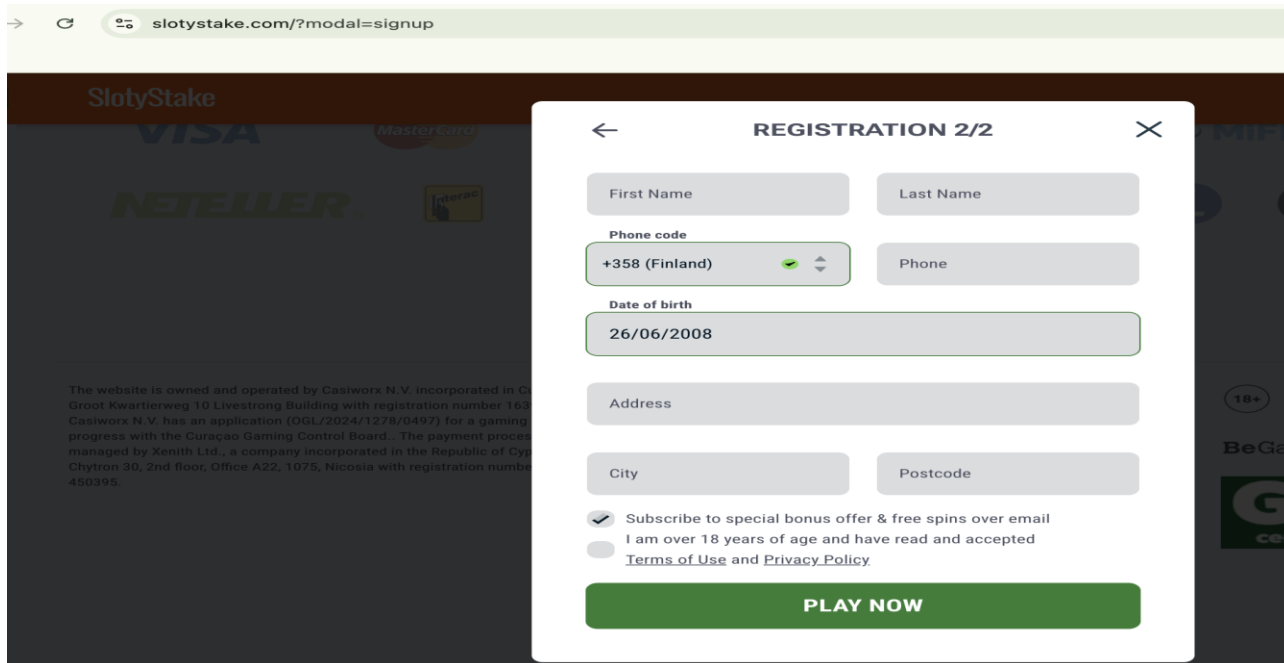
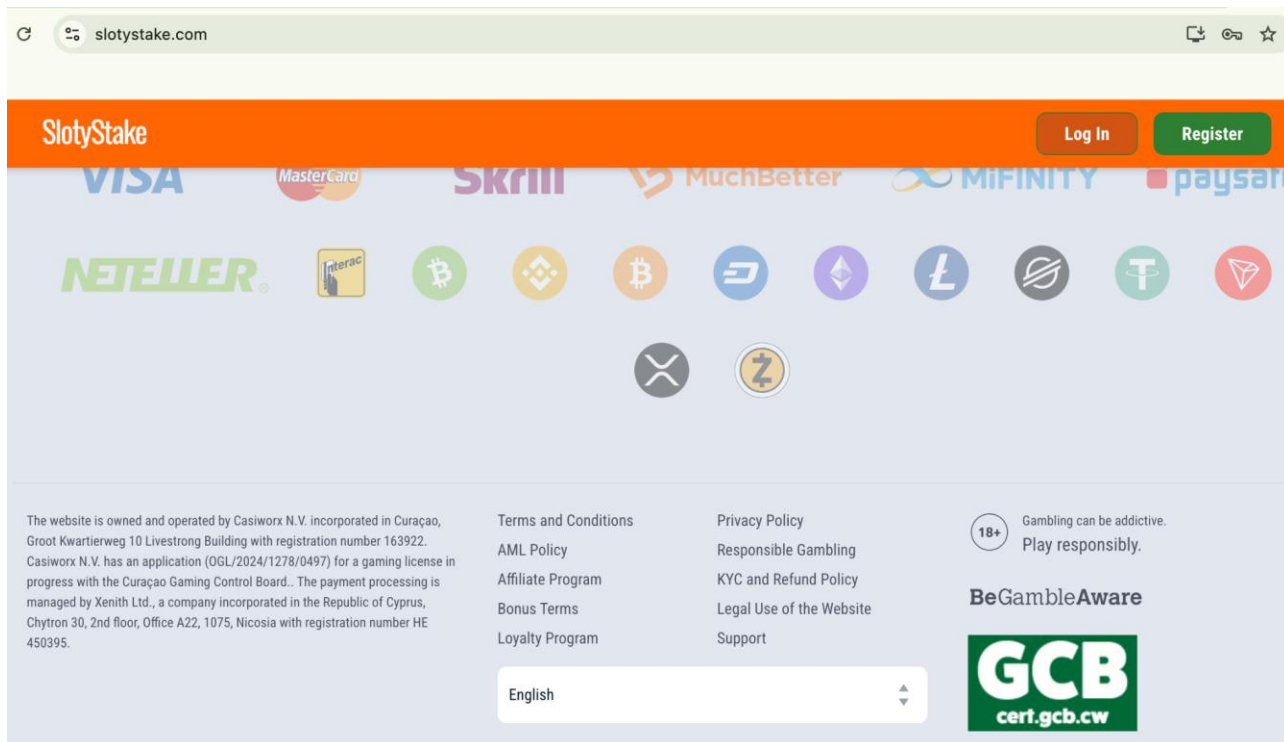
- Visa / Mastercard credit and debit cards
- Bank Transfer (SEPA, SWIFT)
- e-Wallets: Skrill, Neteller, PayPal
- Cryptocurrency: BTC, ETH, USDT
- Prepaid vouchers: Paysafecard
- Other: Interac, PIX, Blik, Revolut, N26, MBway, Multibanco

Withdrawal Methods

The following withdrawals methods are available for the customers:

- Visa / Mastercard credit and debit cards
- Bank Transfer: SEPA, SWIFT
- e-Wallets: Skrill, Neteller, Mifinity, Astropay
- Cryptocurrency: BTC, XPR, XLM, ZEC, BCH, LTC, TRX, ETH, USDC, USDT
- Other: Interac, PIX

Appendix E – RG Notices



slotstake.com/en/profile/responsible-gaming

SlotyStake 49.28 € Wallet

Self-Exclusion

Self-exclusion is a serious commitment to taking an extended break from gambling. Once activated, you will be completely blocked from accessing your account for the selected period. This measure is designed for those who need a longer-term solution to manage their gambling behavior.

Edit limit

Unclaimed €0.00

intellectbet.com/support

Work

Are there any fees for depositing or withdrawing?

Can I get a personal bonus from IntellectBet Casino?

Can I protect myself against large losses?

What is Self-Exclusion and How Does It Work?

MuchBetter VISA Skrill

MiFINITY paysafe card

Feel free to reach out to us – we're here to assist

Name
Test Acc ✓

Email
casiworx@gmail.com ✓

Message

8

Appendix F – Technical measures vulnerable persons

Appendix G – Terms & Conditions (*PokerbetCasino.com version, other websites have the same)

GENERAL TERMS & CONDITIONS

Updated: 04.08.2025

1. General

1.1. These Terms and Conditions (T&Cs) shall be the official source of reference for any complication/dispute related to the use of pokerbetcasino.com, as well as other URLs licensed to or belonging to Casiworx N.V. (hereinafter referred to as “Website” or “Websites” or “the Company”), our service or Software. All Games played on PokerbetCasino are duly subject to the rules as specified in these T&Cs. You are responsible for reading these T&Cs carefully and make sure you understand them. Should you not agree with these T&Cs you should refrain from using the Websites any further.

1.2. PokerbetCasino and related rights belong to Casiworx N.V. incorporated in Curaçao, Groot Kwartierweg 10, Livestrong Building Curaçao with registration number 163922. Payment agent of Casiworx N.V. – Xenith Limited Ltd., a company incorporated in the Republic of Cyprus, Chytron, 30, 2nd floor, Flat/Office A22, 1075, Nicosia, Cyprus, registration number HE 450395.

1.3. Casiworx N.V. is licensed to conduct online gaming operations under the License No. OGL/2024/1278/0497

1.4. Casiworx N.V. is here referred to as “Casiworx”, “We”, “Us” or “Our” and the Player and registered User shall be referred to as “You”, “Yours”, “End user”, “Account holder” or “the Player”, as and where appropriate.

1.5. Where You play any game, place a bet, or otherwise use the Website, You agree to be bound by:

- the Rules of any game You play, as set out under the relevant Help section and any Rules tabs,
- any Game Provider restrictions,
- any Bonus Terms;
- any terms and conditions relating to withdrawals and
- any other terms applicable to the Website and/or which You are required to confirm Your agreement to as part of the services provided by the Company.

1.6. We reserve the rights to change these Terms & Conditions at any time without prior notice.

1.7. Terms & Conditions are in effect as soon as they are published on this page but will never retroactively affect the bonus promotions. However, it is the Player’s responsibility to check the Terms & Conditions regularly and prior to claiming any bonuses and/or placing any bets.

1.8. Should there be any discrepancy between the T&Cs in the English language version and the version in any other language or format, the English version published online will supersede.

2. My Account

2.1. To be able to play real money games, an account must be opened. If you are registering or depositing using any form of electronic verification, you authorise us to receive your personal details from such third-party system and, on the basis of that information, to create Your Player Account.

2.2. The minimum age for opening an account is 18-years old.

2.3. Players residing in the countries that are not available in the registration page cannot register an account and play.

2.4. We reserve the right to prohibit persons from any jurisdiction from opening an Account with us.

2.5. No employees, executives, managers, directors, consultants, agents, affiliated companies, providers or sellers of the Company, or anyone else having access to inside information, can participate in any of the Games during their term of employment and/or engagement.

2.6. Only one account per person is allowed (one name, one account, one IP address). Using multiple accounts is strictly forbidden and in such instances all accounts will be closed immediately.

2.7. If multiple players wish to play on PokerbetCasino from a shared computer environment (dormitories, fraternities etc.), we strongly suggest they all contact our support before making multiple accounts to avoid unnecessary security procedures.

2.8. You cannot transfer, sell, or pledge Your Account to another person. This prohibition includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, foundation and/or association in any way shape or form.

2.9. PokerbetCasino reserves the right to close a User Account at its absolute discretion and without any obligation to state a reason or give prior notice.

2.10. To open account you have to confirm:

- You are 18 years or older;
- You are playing for yourself and with your own money;
- This is your first registration on PokerbetCasino;
- You have not self-excluded from any gambling website in the past 12 months;
- You have read and accept the Terms & Conditions and Privacy Policy;
- You declare that all information provided by you to PokerbetCasino is correct and can be verified and you understand that providing any form of incorrect information will void all winnings of your plays on PokerbetCasino;
- You are aware and acknowledge that PokerbetCasino sets certain limitations to the maximum prizes that can be won per day/week/month and/or can be withdrawn per day/week/month.

3. Active and Inactive accounts

3.1. Your account is considered inactive if it hasn't been used for more than 12 consecutive months (account doesn't record any transaction for 12 consecutive months).

3.2. The Company has the right to charge a monthly fee for an inactive account of 5 EUR/month (or the equivalent in another currency).

3.3. Any balance on an inactive account received as cashback will be immediately canceled.

4. Account verification

4.1. All accounts need to be verified for age, fraud prevention, payment processing, promotion restrictions, account closure, etc.

4.2. In order to withdraw the player must submit copies of all the following personal documents:

- Copy of a personal identification document (ID, driver's license, or passport);
- Copy of a utility bill (gas, electric, water, landline phone – must not be older than 3 months) with name and address as registered in player's PokerbetCasino account;
- Additional authorisation forms for credit card and documents may be requested from the Finance department.

4.6. Please send copies of your personal documents via email to: support@pokerbetcasino.com

5. Deposits

5.1. If you wish to place bets on PokerbetCasino, we require you to make a minimum deposit, which you can then use to place bets. Deposits to your Account may be made through various payment providers that may change from time to time. Procedures, terms, charges and other conditions vary between payment providers. You may only deposit into your Account through the Site.

5.2. You may only use your own personal credit/debit card or other payment method to fund your Account. The name appearing on the credit cards or registered on the payment accounts used for deposits or pay-outs must correspond to the name registered on your Account.

5.3. Deposited funds are available on the Account within a reasonable amount of time following the confirmation of the deposit made.

5.4. The maximum amount of money you may deposit in any one transaction is 5000€ and no more than €15,000 per day.

5.5. We do not grant any credit for the use of its services. Furthermore, no interest may be charged should there be a delay in the processing of funds as part of routine withdrawal processes, and we shall in no way be responsible for delays by third party processors of such funds, including but not limited to banks and payment service providers.

5.6. You acknowledge and declare that with each deposit made, the funds to be deposited rightfully belong to you and that these funds have not been obtained or derived from any illegal sources.

5.7. We reserve the right to proof of payments to the Account, and request additional documentation or evidence regarding the source of funds at any moment.

5.8. You agree to provide the requested information and cooperate with us in providing any necessary documentation to verify the legitimate source of funds.

5.9. Failure to comply with the request for additional source of funds may result in us taking appropriate actions, including but not limited to account suspension or closure, in accordance with the applicable laws and regulations.

6. Withdrawals

6.1. You may at any time request a payout from the existing balance of your Account provided that all payments have been confirmed and all amounts deposited, and all other terms and conditions have been met.

6.2. Withdrawals will be made to your bank account or other withdrawal methods available to you to choose from under the "Withdrawal" pages. Whenever possible, withdrawals will be paid by using the same method you would have utilized to make your deposits.

6.3. Withdrawals may only be made to an account registered to the owner of the Account and must have the same name and address as it exists in our records.

6.4. It will not be possible to withdraw funds marked as "Bonus money", as well as funds stuck in an aborted game.

6.5. The minimum withdrawal is €30. Any withdrawal of an amount lower than €30 will be rejected.

6.6. Although we cannot be held liable for the length of time to process payments, we do aim to process withdrawal requests within 1-3 business days after verification of the requested documents. A player shall be informed about the reasons for any delay if the time for the money to arrive at the players account exceeds ten (10) days.

6.7. We reserve the right to decline a withdrawal request if verification has not been completed in full. This verification includes verification of your identity, age and location, and phone number. Verification may include requesting a copy of your identification document, utility bill, etc. In addition, we further reserve the right, at our sole discretion, to demand a notarized ID or any equivalent certified ID according to the applicable law of your jurisdiction.

6.8. We may charge assigned fees for processing withdrawals and this shall be clearly stated when you perform a withdrawal request.

6.9. The maximum withdrawal limits per month is up to 15 000 EUR and it is determined on the loyalty level page: <https://pokerbetcasino.com/vip-club>

6.10. If you wish to withdraw a part of the winnings which is of withdrawal limit or above (or the equivalent in any other currency), we have the right to divide the pay-out into instalments until the full amount is paid out. You will not get any interest on outstanding amounts.

6.11. All deposits which are not connected to a bonus promotion must be wagered at least one (1) time before the withdrawal can be made to prevent money laundering. At the same time, if any fraud or money laundering is suspected, PokerbetCasino might forfeit all funds on the player's account and close the account without any prior notification.

7. Payments of winnings

7.1. Returns due on bets placed will be added to your current deposit balance once the bet has been settled. This balance will remain in your account unless you submit a request that part, or all, of the outstanding balance is returned to you. If your balance is zero, you will be required to transfer more funds before you are able to place any bets. The Company does not offer any form of credit at any time.

7.2. The maximum amount a player may withdraw in winnings per month is determined by their VIP level and overall gaming activity. Specific limits applicable to each VIP level are displayed in the player's account profile. The Company reserves the right to amend these limits at its sole discretion, with prior notice where applicable. The reason for this limitation is some games have for example free spins bonus games on which the bonus free spins can be re-triggered, and an unlimited number of times too. The maximum winnings amount is in place to limit the amount of cash a player win if the bonus game triggering symbols keep on spinning in during the bonus game and keep re-triggering the bonus game too. In case the maximum daily winnings amount is reached, you understand and accept that no further winnings can be added for that day, after the you continue to play.

8. Restricted Player Groups

8.1. It is the sole responsibility of the player to understand the laws in his/her jurisdiction of residence relating to all aspects of playing at the Company. Your access to the Site is on your own initiative and you are responsible for your compliance with local laws if and to the extent where local laws are applicable. The Company makes no representation that materials on the Site or the Company's services are appropriate, available or allowed in your jurisdiction. The Company is unable to provide any legal advice regarding this matter and the Company hereby

accepts no responsibility whatsoever should an individual act in breach of any law or regulation in transacting with the Company in whichever manner.

8.2. The website accepts players only from those countries and geographic regions where online gambling is allowed by law.

8.3. When attempting to open an account or using the Website, it is the responsibility of the player to verify whether gambling is legal in that particular jurisdiction. If you open or use the Website while residing in a Restricted Jurisdiction: your account may be closed by us immediately; any winnings and bonuses will be confiscated and remaining balance returned (subject to reasonable charges), and any returns, winnings or bonuses which you have gained or accrued will be forfeited by you and may be reclaimed by us; and you will return to us on demand any such funds which have been withdrawn.

8.4. You are solely responsible for determining whether your accessing and/or use of the website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is not illegal in the territory where you reside. Any claim against the Company brought by you for any reason whatsoever in regard to the above mentioned will be considered void and shall not be accepted.

9. Bonuses

9.1. Bonuses are promotions created for you. You can only benefit from our bonuses with a unique IP address. For this reason, if you log in to the Website from an environment that has a common internet connection which can be used by multiple persons (including but not limited to households, airplanes, universities, libraries, cyber cafes, coffee shops and work forces), you do not receive a bonus.

9.2. If there is more than one account from the same IP address, all your bonuses and winnings may be canceled.

9.3. Only one type of bonus is eligible for a deposit.

9.4. Bonuses exceeding the amount of 1000 EUR will only be granted after you have passed the account verification as described in art. 4.

10. Anti-Money Laundering and Funding of Terrorism Due Diligence

10.1. We are subject to anti-money laundering and funding of terrorism laws and we must in this regard perform due diligence on customers.

10.2. The information provided to us for the purposes of our due diligence obligations shall be handled in accordance with our Privacy Policy.

10.3. Player hereby acknowledges that we shall use the information obtained from him/her for our due diligence obligations to conduct public searches and perform checks in order to verify the information provided to us.

10.4. Whilst we are carrying out our due diligence measures, player may be allowed to continue using his/her account. However, he will not be allowed to affect any withdrawals from such account until our verification procedures are completed.

10.5. Where we are unable to conclude our due diligence obligations because we have not received the required information from the player or we are otherwise unable to verify his/her identity, no activity may be undertaken from the account and the account will be blocked and/or terminated. In such event, we shall return any Deposit Funds present on the account at the time of blocking and/or termination except where it is necessary for us to delay or withhold payment of all or some of the player's funds to comply with our legal obligations.

10.6. We reserve the right to ask for any additional information and documentation to fulfil our due diligence obligations, and any communication for the provision of information/documentation is not to be deemed as being the final communication in this regard.

10.7. If we become aware or suspect that the information provided by the player is materially false, we shall cancel the registration and take any other steps that may be required by us under law. We will not pay out any winnings in such circumstances.

11. Refund policy

By registering an account and using the Website the Player agree to the Refund Policy of the Company which is available in the footer on the Website.

12. Responsible Gaming

12.1. We endorse responsible gaming and gambling. We want you to enjoy your experience on our site, while remaining aware of the social and financial harms associated with problem gambling.

12.2. When agreeing to these Terms and Conditions and on an ongoing basis, you hereby represent, warrant, covenant to the Company and agree that you have not been excluded or self-excluded yourself from gambling and have not asked us to close any of your previous accounts and/or we have not previously closed any accounts held by you.

12.3. For those customers who wish to restrict their gambling, we provide voluntary self-exclusion tools, which enable you to close your account or restrict your ability to place bets.

12.4. To use our self-exclusion option please click on this link [Self-Exclusion](#)

12.5. We will endeavour to implement your request within a reasonable time period and to ensure compliance with your self-exclusion. However, you accept that we have no responsibility or liability whatsoever if you continue gambling before your request has been implemented or you seek to use the Website and we fail to recognize or determine that.

12.6. You acknowledge that account closure, self-exclusion and limits are set per account. Should you have accounts on more than one site owned by us, you must close the account, request self-exclusion or set limits on each account.

12.7. Self-exclusion means that your account will be closed for the specified period. Excluding yourself will affect your account with PokerbetCasino only (although if the Company determines that it is appropriate to apply the self-exclusion on other brands under the same licence, it may do so). Self-exclusions may be for a definite period or a permanent one.

12.8. In the event of closure of your account because of gambling addiction or if your account has been closed due to fraud, you acknowledge that you are not to attempt to re-open your account or open new accounts with any other websites operated by the Company. The Company will not be liable if you manage to open a new account, for such action nor for any direct or indirect consequential damages. The company shall have the right to close, at any time, a new account opened in breach of the requirement stated herein.

12.9. If you require any further information or assistance regarding our different responsible gaming functionalities, please contact PokerbetCasino customer support.

12.10. Any account closure is for PokerbetCasino only and it doesn't include any other sites operated by us.

12.11. All restrictions shall immediately become effective after our Support Team has handled the request and confirmed in writing that the restriction has been set up.

13. Data Protection

13.1. We hereby warrant to adopt adequate technical and organisational measures to ensure the security of our systems and the integrity of data transmitted on our Website. You hereby warrant

to take reasonable measures to ensure the security of your systems and the integrity of data transmitted to us.

13.2. The player hereby acknowledge that his personal data shall be processed by the licensee or by any other person, company or firm associated in any manner or otherwise engaged by the licensee to provide services to it in order for us be able to provide the services to the player as laid down in these Terms and Conditions.

13.3. We shall process players' personal data in line with the Privacy Policy on this website. We shall comply and shall enter into contractual arrangements with associated persons, companies or firms and any other person, company or firm engaged by it to provide services to it and which is processing personal data on its behalf, to ensure compliance with all relevant legislation and regulations in relation to the handling and processing of such personal data.

13.4. For more information, please refer to the Privacy Policy.

14. Complaints

14.1. The Player can submit a complaint within six months after the incident or bet settlement. The Player cannot sell, donate, rent out, lease, pawn or pledge, under any title, any of their claims against the Company.

14.2. If the Player has any complaints on the performance of the Company under the agreement governed by the Terms, the Player should address the complaint to the Customer Support Team. If the initial response of the Customer Support Team is unsatisfactory, the Customer may find the player complaint submission form via their account or request one via the Customer Support Team and submit this accordingly. An example of the player complaint submission form can also be found on the website of the Company, but as it is important to be able to verify that the complaint originates from a registered Player, the Form can only be submitted via the abovementioned mediums, including email. Upon receiving the player complaint submission form via one of these mediums, it becomes a Reportable Complaint in case the identification of the Customer can be verified.

14.3. On the Complaint Submission Form the following details need to be provided:

- Customer's name, address and place of residence;
- Customer's account number or name;
- Date of the complaint and date of the disputed event;
- Description of the conduct being disputed;
- Amount in dispute;
- URL.

14.4. The Company shall acknowledge the complaint within 2 business days (in case of responsible gaming complaint) or 1 week (for other complaints).

14.5. The aim of the Company is to solve complaints regarding Responsible Gaming within five (5) working days. In case more time is needed to make a reasonable and informed decision, this period can be extended with two (2) weeks. Players will be informed about this delay. If a delay is due to a lack of or slow response from the Player, the resolution period may be extended by another two (2) more weeks.

14.6. The aim of the Company is to solve all other types of complaints within four (4) weeks, which can be extended with another 4 weeks in case of complexity of the complaint or slow response by the player. The extension will be communicated accordingly to the Player.

14.7. If the Complaint is not wholly resolved after the abovementioned conversations, the Player may address ADR, free of charge. The Company will bear all costs of the ADR process. Unless

otherwise agreed, the ADR process will start not later than four (4) weeks after the date of the ADR Notice.

14.8. A decision of an ADR entity is binding both upon the Company, as well as the Player who referred the Reportable Complaint. The Player can only bring complaints to ADR if:

- the value of the complaint is more than EUR 5,000; or
- if the Complaint pertains to a Responsible Gaming Complaint.

14.9. The Player may not commence any court proceedings/arbitration in relation to the dispute until it has attempted to settle the Complaint by arbitration and either the arbitration has terminated, or the Company has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

14.10. It is noted by Parties that the Curacao Gaming Authority (CGA) will not resolve or make decisions on any Player Complaints nor will act as an ADR/escalation entity as it does not mediate in individual disputes. CGA can be contacted by the Player with regards of matters such as malpractice, breach of license conditions or whistle blowing.

15. Placing bets using the Website

15.1. In order to place a bet or access a service you should follow the instructions provided at the respective section of the website.

15.2. It is Your responsibility to ensure that the details of any bet, stake or similar transaction that you place using the Website are correct (either directly, through an application or otherwise) in accordance with the relevant Game Rules and general terms and conditions, as appropriate. We reserve the right to refuse the whole or part of any transaction requested by You at any time at our sole discretion, or where You have breached the Terms of Use. No transaction is accepted by us until You have given the appropriate confirmation (or it has otherwise been accepted by us).

15.3. Once a Transaction has been accepted by us, You cannot cancel the transaction unless we agree otherwise.

15.4. In respect of gaming, the relevant game rules shall set out the point at which no further stakes or bets will be accepted by us.

15.5. We may cancel or amend a transaction due to collusion, cheating, fraud, breach of terms, and criminal activity, errors or omissions, as well because terms set out for verification of Your identity.

16. Collusion, Cheating, Fraud, Criminal Activity and Breach of Terms

16.1. The following practices in relation to the website constitute “Prohibited Practices” and are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion:

- Abuse of bonuses or other promotions; and/or
- Using unfair external factors or influences (commonly known as cheating); and/or
- Taking unfair advantage;
- Opening any Duplicate Accounts; and/or
- Placing bets on games that according to terms and conditions are restricted to You; and/or
- Undertaking fraudulent practice or criminal activity.

16.2. If You suspect a person is engaged in any Prohibited Practice, You shall as soon as reasonably practicable report it to us by e-mailing Customer Services.

16.3. You agree that You shall not participate in or be connected with any form of Prohibited Practice in connection with Your access to or use of the Website.

“Fraudulent practice” includes, without limitation:

- Fraudulent charge-backs and rake-back activity;
- Use of stolen, cloned, or unauthorised credit/debit cards;
- Collusion with others to gain unfair advantage;
- Providing false or misleading account information;
- Any illegal, bad-faith, or circumventing behavior intended to defraud us.

“Criminal activity” includes, without limitation, money laundering and violations of applicable laws in your jurisdiction.

“Unfair advantage” includes:

- Exploiting faults, loopholes, or bugs in software;
- Use of third-party software/tools to gain advantage;
- Exploitation of any known or unknown system “Errors”.

16.4. We reserve the right to inform relevant authorities, other gambling operators, financial institutions, and you shall cooperate fully with us to investigate any such activity.

16.5. Any winnings accrued during Prohibited Practice will be forfeited. You must return withdrawn funds upon demand.

16.6. If our security team cannot verify a client’s account and suspects fraud, winnings may be voided and account blocked.

17. SMS & Email

17.1. SMS and email messages are only available to PokerbetCasino members. These are sent automatically or in conjunction with campaigns.

17.2. In case of errors in messages, the Website content or Terms & Conditions shall prevail.

17.3. PokerbetCasino is not responsible if a message is incorrect or not received.

17.4. Some messages are only sent to specific user groups determined by PokerbetCasino.

17.5. Some offers are only for members who meet certain criteria.

18. Limitation of Liability

18.1. You acknowledge that Services are for entertainment purposes only. Participation is at your sole risk. You confirm your account is for personal use only.

18.2. We, including employees and providers:

- Do not warrant that our site, games or software are error-free or fit for purpose;
- Are not liable for interruptions or any direct or indirect loss or damage.

18.3. You agree to indemnify and hold us harmless for any cost or damages relating to your use of the site or games.

19. IT Failure

If software or hardware issues affect services, we will take reasonable steps to remedy the issue. If fair resolution isn’t possible, we may reinstate your account to the last known state before the issue occurred.

20. Errors or Omissions

20.1. Circumstances such as incorrect odds, pricing, system errors, late bets, or obvious mistakes may lead to cancellation or re-settlement of bets.

20.2. We reserve the right to:

- Correct and re-settle at the true odds or terms;
- Declare the bet void if correction is not possible;
- Act under our Terms in case of Prohibited Practices.

20.3. Money paid in error must be returned. We may reclaim it from your account.

20.4. We shall not be liable for any losses due to errors by us or you.

20.5. You must inform us promptly if you become aware of any error.

20.6. If you used erroneous funds to place bets or play games, we may cancel the bets and reclaim winnings.

21. Breach of Agreement

21.1. If you breach these T&Cs or if we suspect a breach, we may suspend or close your account and withhold funds.

21.2. Casiworx has final decision authority on breaches of rules or terms.

21.3. We are not liable for breaches caused by uncontrollable events.

22. Governing Law

22.1. These Terms and Conditions are governed by the Laws of Curaçao.

22.2. All disputes arising under these T&Cs shall be subject to the exclusive jurisdiction of Curaçao.