

Terms and Conditions

Introduction

KEY DEFINITIONS AND WHAT MAKES UP THESE TERMS OF USE

The following definitions are used in these terms and conditions:

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

"Bonus Terms" means any conditions and/or rules with respect to promotions, bonuses and special offers that may apply from time to time to any part of the Services;

"Download Terms" means any additional end user terms and conditions of use to which you must confirm your acceptance as part of the download and/or installation of any software that may apply in order to use the Website;

"Gaming Commission" means the commercial gaming regulator in Curaçao whose website is at <https://cert.gcb.cw/>

"General Terms" means the terms and conditions set forth herein;

"Group" means in relation to any party, a company which is from time to time a subsidiary or ultimate holding company of that party or another direct or indirect subsidiary of such ultimate holding company.

"Privacy Policy" means the Operator's privacy policy accessed through the Privacy Policy link;

"Rules" means the Betting Rules and the Gaming Rules specifically applicable to the relevant type of betting and/or gaming as further identified in paragraphs 1.3.1 and 1.3.2;

"Services" means, as applicable, the services offered for the time being by the Operator through the Website, and/or through any Access Device application;

"Terms of Use" means (a) the General Terms; (b) the Privacy Policy; (c) where applicable under paragraph 1.3, the relevant Rules, Bonus Terms

and Additional Terms applicable to the Services You are using; and (d) any Download Terms;

"Website" means the Website or any respective page, subpage, subdomain or section thereof from time to time located on or accessible through the Domain Name:

www.puntpal.com

1.2 By using and/or visiting any section of the Web Site, or by opening an account with the Operator through the Web Site, you agree to be bound by the Terms of Use and, accordingly: (a) agree to the use of electronic communications to enter into contracts; and (b) waive any applicable rights or requirements requiring a handwritten signature, to the extent permitted by any applicable law. The Terms of Use do not affect your statutory rights.

1.3 In addition, when You play any game, or place a bet using the Services, or otherwise use the Services, you agree to be bound by:

1.3.1 the Rules for all sports betting on DBG Sportsbook as set out in the General Help section;

1.3.2 the Rules for any game, as set out in the relevant general Help section and any Rules tab, including (but not limited to):

1.3.2.1 for games under the "Casino" tab: The Casino Rules for the relevant game;

1.3.2.2 for games in the "Poker" tab: The Poker Rules for the relevant game; 1.3.2.3 for games in the "Poker" tab: The Poker Rules for the relevant game;

1.3.2.3 for games on the "Games" tab: The Game Rules for the corresponding game;

1.3.2.4 for live casino games on the tab "Live Casino": The Live Casino Rules for the corresponding game;

1.3.2.5 with respect to any new game, the rules applicable to such game;

1.3.3 Any Bonus Terms;

1.3.4 Any Download Terms;

1.3.5 Any terms and conditions relating to withdrawals found in the "Withdrawal" part of the Help section of the Website;

1.4 The original text of the Terms of Use is in English and any interpretation of the Terms of Use shall be based on the original English text. If the Terms of Use or any documents or notices related thereto are translated into any other language, the original English version shall prevail. Contractors

1.5 In the event that there is any conflict or specific inconsistency among any of the individual parts of the Terms of Use that make up Your contract with the Operator, the order of precedence shall be as follows:

1.5.1 Withdrawal Terms;

1.5.2 Bonus Terms;

1.5.3 Betting Rules;

1.5.4 Game Rules;

1.5.5 Additional Terms;

1.5.6 General Conditions;

1.5.7 Privacy Policy; and

1.5.8 Download Terms.

1.6 Please carefully read the Terms of Use before accepting them. Once you have accepted the Terms of Use, print them out and keep them, along with all confirmation emails, additional terms, transaction data, game rules, fair dealing rules, and relevant payment methods for your use of the website. Note that the Terms of Use are subject to changes, as outlined in paragraph 3 below.

1.7 If you do not agree to accept and be bound by the Terms of Use, do not open an account and/or continue to use your Account. Your continued use of any of the Services will constitute acceptance of the Terms of Use that we have notified you are in effect from time to time.

1.8 The Terms of Use govern your contract with the operator and will come into effect on October 1, 2023. To avoid any doubts, all sections of

the Website are governed by the Terms of Use, and you must ensure at all times that you agree to them.

Contracting parties

GENERAL TERMS AND CONDITIONS CONTRACTING PARTIES

2.1 References in the Terms of Use to "our", "our" or "we" are references to:

2.2.1 The Operator;

2.2.2 in the case of terms and conditions relating to money held in your account from time to time, to any company in the Operator Group holding such money and (where applicable) shall be deemed to include our agents, partners and suppliers.

Changes

CHANGES TO THE TERMS OF USE

3.1 We may need to change the Terms of Use from time to time for a number of reasons, including (but not limited to) for business reasons, to comply with law or regulation, to comply with the instructions, guidance or recommendations of a regulatory body, or for customer service reasons. The most current Terms of Use can be accessed from the terms and conditions link in the footer section of the website, and the date on which they will become effective is set out in paragraph 1.8 of these General Terms.

3.2 Where we wish to make material changes to the Terms of Use, we will notify you as far in advance as possible by one of the methods set out in paragraph 3.3. For minor or insubstantial changes, we may not notify you of such changes, so you are advised to review the Terms of Use, via the Terms and Conditions link on the Website on a regular basis.

3.3 When we make changes to the Terms of Use that we wish to notify you of, we will do so by such method of notification as we, in our discretion, deem appropriate, which may include:

3.3.1 Email (to the email address you have previously provided to us, if any);

3.3.2 A message to your inbox on the Website;

3.3.3 Notice on the Website.

And we may, at our discretion, invite you to accept the new Terms of Use by clicking "Yes" or "I accept", by checking a 'check box' or other similar method of confirmation by you. If You do not provide Us with such confirmation, or continue to use the Website after notice under this paragraph 3, You will thereafter be deemed to have accepted the same and be bound by the new Terms of Use, including (for the avoidance of doubt) any additions, deletions, substitutions or other changes to the Operator's identities, whether or not You have read the revised Terms of Use. If any change is unacceptable to you, you may stop using the Services and/or close Your Account by complying with paragraph 12 of these General Terms.

3.4 Notwithstanding this clause 3, if We wish to make any changes to the terms on which Your funds are held under clause 7.3, We will notify You in advance by such method as We, in Our discretion, deem appropriate, but such method will require You to acknowledge receipt of such information by clicking "yes" or "I agree", ticking a 'tick box' or any other similar method of acknowledgement by You. If you provide us with such acknowledgement, you will thereafter be deemed to have accepted and be bound by the new Terms of Use. If any change is unacceptable to you, you may stop using the Services and/or close Your Account by complying with paragraph 12 of these General Terms.

Website Legal Use

LEGAL USE OF THE WEBSITE

8.1 Access to or use of the Website or any of the Services through the Website may not be legal for some or all residents or persons in certain countries. We do not intend for the Website to be used for betting, gambling or any other purpose by persons in countries where such activities are illegal, which includes the United States of America and the territories listed through the Help section on the Website. The fact that the Website is accessible in any such country, or appears in the official language of such country shall not be construed as a representation or warranty with respect to the legality or otherwise of access to and use of the Website, and the making of deposits or receipt of any winnings from your account. The availability of the Website does not constitute an offer, solicitation or invitation by us for the use of or subscription to gambling,

gaming or other services in any jurisdiction in which such activities are prohibited by law.

8.2 It is your responsibility to determine the law that applies in the place where you are present. You must ensure that you will act lawfully in your jurisdiction when opening your account and/or using the Website and you represent, warrant and covenant that you will do so.

8.3 If it becomes apparent to us that you reside in a country in which use of the Website is not lawful, we shall be entitled to immediately close your account, in which case any balance on the account at the date of such closure will be refunded to you as soon as it is practicable for us to do so.

Bets

PLACING YOUR BET AND/OR PLAY USING THE SERVICES

9.1 To place a bet or wager or access a Service, you must follow the instructions provided in the help section.

9.2 It is your responsibility to ensure that the details of any bet, wager or similar transaction you place using the Services are correct as follows:

9.2.1 By using the Website (whether directly, via an App or otherwise) in accordance with the relevant Betting Rules or Gambling Rules, as applicable;

9.3 You can access your transaction history by clicking on My Account on the Website or through our Customer Services team.

9.4 We reserve the right to refuse all or part of any Transaction requested by You (if We believe that money laundering, cheating or any other fraudulent behavior is involved), or where You have breached the Terms of Use. No Transaction is accepted by us until You have given the appropriate confirmation (or has been accepted by us) in accordance with paragraph 9.2. If your Transaction has not been added to your account, please contact our Customer Service.

9.5 Once a Transaction has been accepted by us, you cannot cancel the transaction unless we agree otherwise. In the event of any system failure, you should immediately contact our Customer Service team to confirm whether your bet has been placed.

9.6 We may cancel or amend a Transaction in accordance with the provisions of paragraph 5 (Verification of your identity), paragraph 12

(Collusion, Cheating, Fraud and Criminal Activity) or paragraph 19 (Errors or Omissions).

9.7 Regarding Netent's restriction policies, Afghanistan, Albania, Algeria, Angola, Cambodia, Ecuador, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, South Korea, Sudan, Singapore, Syria, Spain, Taiwan, Uganda, United Kingdom, Yemen, Zimbabwe, as well as residents of any other country where prohibited by local laws cannot play its games. The Player acknowledges that some games may not be available in all countries. In addition to the countries listed above, the games offered by NetEnt are not available in Belgium, Bulgaria, Canada, Denmark, Estonia, France, Italy, Mexico, Portugal, Romania, Spain, United States of America, United Kingdom. NetEnt's games Guns & Roses, Jimi Hendrix and Motorhead are also not allowed in the following countries: Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey and Ukraine; The game Aliens is also not allowed in Japan, while Universal Monsters, Scarface and South Park can only be played in the following countries: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Austria, Cyprus, Czech Republic, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden.

REMOTE GAMING OR WAGERING

10.1 When accessing the Services through an electronic form of communication, you should be aware that: 10.1.1 In connection with Your use of the Website for placing bets or wagers:

10.1.1.1 You may be using a connection or equipment that is slower than such equipment used by others and this may affect Your performance in time critical events offered through the Website;

10.1.1.2 You may encounter system failures, faults, errors or service interruption which will be dealt with in accordance with paragraph 18;

10.1.1.3 The Game Rules for each event or game offered through the Website are available and should be considered by You prior to Your use of the Services offered through the Website;

10.1.2 In connection with Your use of the Services, if You are betting on a "Live" event, you may at no relevant time be able to view or receive the most up to date information in relation to the relevant event. We will not be liable to You in respect of any losses suffered or costs incurred by You as a result of any delay in the transmission of information relating to any "Live" event.

REFUND POLICY

11.1 Players shall not treat the gaming account as a bank account, nor shall they expect interest on their deposits. All deposits are for entertainment purposes only and are not to be considered as commercial transactions. Therefore, if a player is making a deposit, then he/she must wager 1x 100% of his/her deposit. In cases where refunds are required, the following rules apply.

11.2 After receiving the email, we will investigate the request; Standard processing time is 3-4 business days from the date of request. In case the refund request has been accepted or rejected you will be informed.

Criminal Activity

COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

12.1 The following practices (or any of them) in connection with the Services: Abuse of bonuses or other promotions; and/or Using unfair external factors or influences (commonly known as cheating); and/or taking unfair advantage; Opening any duplicate account; and/or engaging in fraudulent practices or criminal activity, 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 users involved if they occur. Subject to the foregoing, however, we will not be liable for any loss or damage you may incur as a result of any Prohibited Practices, and any action we take with respect thereto will be at our sole discretion.

12.2 If you suspect that any person is engaging in any Prohibited Practice, you must inform us as soon as reasonably possible by emailing us or calling Customer Service.

12.3 You agree that You will not engage in or be connected with any form of Prohibited Practice in connection with Your access to or use of the Services.

12.4 If:

12.4.1 We have reasonable grounds to believe that You have engaged in or been connected with any form of Prohibited Practice (and the basis of Our belief shall include the use by Us (and by Our Gaming Partners and Our other suppliers) of any fraud, cheating and collusion detection practices in use in the gaming and gambling industry at the relevant time);

12.4.2 We become aware that You have "charge backed" or denied any of the purchases or deposits You made into Your Account;

12.4.3 In Our reasonable opinion, your continued use of the Services may be detrimental to Our regulated status, including Our continued ability to obtain a license from the Gambling Commission and/or the Gibraltar Gambling Commissioner;

12.4.4 You become bankrupt or suffer analogous proceedings anywhere in the world, then, (including in connection with any suspension and/or termination of Your Account) we shall have the right, in respect of Your Account (and/or any other account held by You with an Operator Group company) to retain all or part of the balance and/or recover from the account the amount of any deposits, payments, bonuses or winnings which have been affected by or are in any way attributable to any of the events contemplated in this paragraph 12.4. The rights set out in this paragraph 12.4 are: without prejudice to any other rights (including common law rights) that we may have against you, whether under the Terms of Use or otherwise.

12.5 For the purposes of this paragraph:

12.5. 1 "fraudulent practice" means any fraudulent activity by You or any person acting on Your behalf or in collusion with You, and shall include, without limitation: (a) fraudulent chargebacks and rake-back activity; (b) the use by You or any other person who was participating in the same game as You at any time, of a stolen, cloned or unauthorized credit or debit card as a source of funds; (c) collusion by You with others to obtain an unfair advantage (including through bonus schemes or similar incentives offered by Us); (d) any attempt to record false or misleading account

information; and (e) any actual or attempted act by you that we reasonably consider to be illegal in any applicable jurisdiction, done 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 harm or damage;

12.5.2 "Criminal activity" shall include, without limitation, money laundering and any other crime.

12.5.3 "Unfair advantage" shall include, without limitation:

12.5.3.1 The exploitation of a flaw, loophole or error in our software or that of any third-party software used by You in connection with the Services (including in respect of any game);

12.5.3.2 The use of any Skill Games Bot (including, without limitation, Skill Games listed on the Skill tab or the Games tab) and bots for any other use that would otherwise constitute any other Prohibited Practice;

12.5.3.3 The use of third-party analysis software or systems;

12.5.3.4 The exploitation by you of a Bug as defined in paragraph 19.1 below, in any event to your benefit and/or to the disadvantage of us or others.

12.6 In exercising any of Our rights under paragraph 12.4 in relation to a Prohibited Practice, We will use all reasonable endeavors to ensure that, while complying with Our regulatory and other legal obligations, We exercise such rights in a manner that is fair to You and Our other customers.

12.7 We reserve the right to inform relevant authorities, other online gaming or gambling operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of Your identity and of any suspected Prohibited Practice by You, and You will cooperate fully with Us to investigate such activity.

FRAUD AND COLLUSION:

13.1 A number of wagers may be treated as one when a Customer places multiple copies of the same wager. When this occurs, all wagers may be voided apart from the first wager placed. A number of bets containing the

same individual selection may be treated as one. When this occurs, all bets may be void apart from the first bet placed. An example would be where 1 particular selection is repeatedly included in multiple bets involving other low odds selections.

13.2 Where there is evidence that a series of bets each containing the same selection(s) have been placed by or for the same individual or syndicate or individuals, puntpal.com reserves the right to void bets and suspend the relevant accounts. This rule applies to both settled and unsettled bets.

13.3 If you have played in a professional capacity, or in conjunction with other Customers as part of a club, group, etc., or have placed bets or wagers in a coordinated manner with other Customers involving the same (or materially the same) selections; in this case, we reserve the right, at our sole discretion, to restrict the total maximum payout for the combined total of such bets, to the equivalent of the maximum daily payout limit allowed for a single Customer (as described in section 21 above). puntpal.com is for individual use only and for personal entertainment only.

13.4 puntpal.com.pe only allows one account per person. Any subsequent accounts opened under the same zip code / personal details / IP address that are found to be related to any existing account may be closed immediately and any bets will be void at puntpal.com.pe's discretion. We reserve the right to reclaim any winnings obtained by these means and reserve the right to retain all or part of your balance and/or recover from your account deposits, payouts, bonuses, any winnings achieved by these means.

While playing with an active bonus, it is prohibited to engage in activities that give the player a clearly unfair advantage. Such activities include, but are not limited to, the following: delaying game rounds in any game, including free spins and bonus features, until a later time when you have no wagering requirements; leaving large bets on the table, for example in blackjack, and returning to the game after bonus bets have been completed; playing bonus money games to increase value in the game; losing bonus funds and then withdrawing the value accumulated during real money play; using strategies that take advantage of any software bugs or glitches.

ACCESS TO AND USE OF THE SERVICES

14.1 You are solely responsible for the provision and maintenance of all Your access Devices and related equipment and telecommunications networks and internet access services that You need to use to access the Services. We will not be liable in any way for any losses caused to You (whether as a result of loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider You have engaged to access the Services. For the avoidance of doubt, the Operator makes no representation or warranty as to the compatibility of the Services with any particular third-party software or hardware, including (for the avoidance of doubt) third party analytics or 'Bot' programmers promising certain results from any of the Services.

14.2 Under no circumstances must you use the Services for any purpose that is or may be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or likely to cause offence. You must not use any abusive or aggressive language or images, insult, threaten, harass or abuse any other person, including other users, through the Website, or attempt to impersonate any other person, or otherwise behave in such a manner towards the Operator's personnel used to provide the Services, the Customer Services or any helpdesk or support function we make available to you.

14.3 You will use the Website for personal entertainment only and you will not be permitted to provide access to or reproduce the Website or any part of it in any form without our express consent, including by creating links to it.

14.4 You shall be solely responsible in respect of any content uploaded by You to the Website and, by uploading such content, you represent and warrant that:

14.4.1 You have obtained all necessary approvals, consents, licenses and permissions with respect to the Uploaded Content and that reproduction of the Uploaded Content on the Website will not infringe the copyright, trademark, confidential information or any other intellectual property rights of any third party;

14.4.2 The Uploaded Content shall not contain any material that infringes paragraph 14.2 or any code that infringes paragraph 14.3;

14.4.3 The Uploaded Content shall comply with all laws and regulations (including, in particular, those relating to data protection and privacy);

14.4.4 The Operator is entitled to use the Uploaded Content at its sole discretion.

14.5 Any material (other than software under paragraph 16) downloaded by you from the Website is downloaded at your own risk and the Operator shall not be liable in respect of any loss of data or other damage caused by such download.

14.6 Where we have reason to believe that your use of the Services infringes any of the paragraphs, without prejudice to any of our other rights, we shall be entitled to immediately remove any offending content from the website.

BETTING AND GAMING TERMS

15.1 Expressions used in the betting and gaming industry are numerous. Where appropriate, a glossary explaining the meaning of commonly used betting and gaming expressions is available in the Help section of the website. If you are in any doubt as to the meaning of any expression, you should:

15.1.1 look up its meaning in the Help section relating to the event or game on which you are betting or playing;

15.1.2 If you are still in any doubt, contact Customer Service for clarification;

15.1.3 Do not place any bet or wager on any event until its meaning is understood to your satisfaction.

Because we cannot accept any liability if you place a bet or wager or play through the products offered through the Services in circumstances where you do not understand any of the terms involved or related to the bet or wager or play.

ALTERATION OF THE WEBSITE

16.1 We may, in our absolute discretion, alter or modify any products or services (including the prices offered) available through the Website at any time in order to ensure the continued provision of the Website, but without prejudice to any game and/or wager already in progress at the time of such alteration. From time to time, we may restrict your access to

some parts of the Website in order to maintain the Website and/or alter or modify any of the games and/or products available through the Website.

THIRD PARTY SOFTWARE

17.1 In order to use the products offered through the Services, you may be required to download and install software provided by third parties on Your Access Device. Software may include, but is not limited to: Access Device Applications, our Casino and Poker product downloads and any promotional, marketing and/or installer applications, products and software.

17.2 In such circumstances, you may be required to enter into a separate agreement with the owner or licensor of such Software with respect to Your use of such Software. In the event of any inconsistency between the Terms of Use and any Third-Party Software Agreement, the Terms of Use shall prevail to the extent that the inconsistency relates to the relationship between You and the Operator.

17.3 It is Your responsibility to ensure that any Software is downloaded to Your access device in a manner compatible with the specific configuration of Your own access device. For the avoidance of doubt, we will not be liable to the extent that the incorrect download of any Software has an adverse effect on the operation of Your Access Device.

17.4 Although the Services provided through any application on the Access Device shall be subject to the Terms of Use, the terms under which any application ("Application") is downloaded or installed on Your Access Device shall be governed by the agreement entered into between You and the relevant Application provider, but, in the event of any inconsistency between the Terms of Use and such agreement, the Terms of Use shall prevail to the extent that the inconsistency relates to the relationship between You and the Operator.

USE OF SPECIAL SOFTWARE (IA)

18.1 In the event of systems or communications errors relating to the generation of any result, settlement of bets or any other element of a Game, we shall not be liable to you as a result of such errors and we reserve the right to void all related bets and wagers on the Game in question.

18.2 In the event that a system malfunction results in winnings, whether collected or credited to your account, we reserve the right to reclaim any winnings you may have benefited from, as a result of such a malfunction, and you would be obliged to immediately refund the amount collected and inform us of the malfunction. We reserve the right, at our sole discretion, to directly deduct an amount equal to the amount you may have received in error from your account.

18.3 Disconnection, Misuse and Malfunctions

18.3.1 We, our affiliates, agents and licensors accept no responsibility and shall not be liable for any loss resulting from game delays or interruptions due to game server failure, breakdown, malfunction, interruption or disconnection or any other cause over which we or they have no control.

18.3.2 Misuse, disconnection or malfunction of the system voids all bets, wagers, plays and payouts.

18.3.3 You certify that with respect to the services provided by us, you will not use or attempt to use any strategy that takes advantage of any software bugs or glitches and you will not use or attempt to use artificial intelligence to gain any advantage while playing.

18.3.4 In the event that we reasonably determine that you used or attempted to use a product equipped with artificial intelligence in conjunction with our website or services, we reserve the right to immediately terminate or block your account, not to refund the amount credited to your account and prohibit your access to all other websites, Services and Applications offered by us.

18.3.5 If we have any reason to believe that an account or group of accounts are operating systematically, for example, using specific betting techniques or group betting, we reserve the right to block or permanently close all accounts. In these circumstances, we will be under no obligation to refund any money in your account, with the exception of the amount you originally deposited, if this amount is still present.

Errors and Responsibility

ERRORS OR OMISSIONS

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

19.1.1 Where We erroneously indicate any odds or terms of a bet or wager or stake to You as a result of an obvious error or omission in entering information or setting up a market, or as a result of a computer malfunction;

19.1.2 Where We have made a "palpable error". A palpable error occurs when:

19.1.2.1 In relation to bets placed prior to an event taking place, the prices/terms offered are materially different from those available in the general market; or

19.1.2.2 In relation to any event, the price / terms offered at the time the bet is placed are clearly incorrect given the likelihood of the event occurring;

19.1.3 Where we have continued to accept bets in a market which should have been suspended, even when the relevant event is in progress (except where "running" bets are accepted) or had already ended (sometimes referred to as "late bets");

19.1.4 Where an error has been made as a result of a Prohibited Practice under paragraph 12.1;

19.1.5 Where we should not have accepted, or not have the right to cancel or resettle, a bet under the Betting Rules (e.g. due to "Related Contingencies"); 19.1.6 Where we should not have accepted, or not have the right to cancel or resettle, a bet under the Betting Rules (e.g. due to "Related Contingencies");

19.1.6 Where we make an error as to the amount of winnings/refunds paid to you, including as a result of a manual or computer input error;

19.1.7 Where We have made an error as to the number of free bets and/or bonuses credited to Your Account, any such circumstance is referred to as an "Error".

19.2 We reserve the right to:

19.2.1 Correct any Error made in a bet placed and re-settle the bet at the correct price or terms that were available or should have been available through the Operator (in the absence of the posting error)

at the time the bet was placed and the bet will be deemed to have taken place on the terms that were customary for that bet;

19.2.2 Where it is not reasonably practicable to correct and resettle under 19.2.1 above, declare the bet void and return Your bet to Your Account; or 19.2.3 In circumstances where the error has resulted from a prohibited practice.

19.3 Any money credited to Your Account, or paid to You as a result of an Error, will, pending a resolution under paragraph 19, be deemed, pending a resolution under paragraph 19, to be held on trust for Us and will be immediately refunded to Us when We make a request for payment to You. Where such circumstances exist, if You have money in Your Account, We may reclaim this money from Your Account in accordance with paragraph 7.4. We agree that We will make all reasonable efforts to detect any Errors and inform You of them as soon as reasonably practicable.

19.4 Neither we (including our employees or agents) nor our partners or suppliers will be liable for any loss, including loss of profit, resulting from any Error by us or an Error by you.

19.5 You must inform us as soon as reasonably practicable if you become aware of any Error.

19.6 Where You have used money credited to Your Account or awarded to You as a result of an Error to place bets or play subsequent games, We may cancel such bets and/or retain any winnings You may have won with such money, and if We have paid out on such bets or gaming activities, such amounts will be deemed to be held by You on trust for Us and You will promptly refund such amounts to Us when We make a request for a refund to You.

EXCLUSION OF OUR LIABILITY

20.1 Your access to and use of the Services is at Your sole discretion and risk. We shall not be liable for any attempt by You to use the Services by methods, means or ways not intended by Us.

20.2 We will provide the Services with reasonable skill and care and substantially as described in the Terms of Use. We make no other promises or warranties in respect of the Services, or any product or service forming part of the Services, and hereby exclude (to the extent

permitted by law) all implied warranties in respect thereof (including any implied warranties as to satisfactory quality and/or fitness for Your purpose). In particular, we do not warrant that the Website will have uninterrupted availability or that it will be free from bugs, viruses or other errors.

20.3 Save as provided in our betting rules and subject to paragraph 20.5, our maximum liability (including that of our group companies, affiliates, officers, directors, agents and employees) arising out of your use of the services (or any part of the services and whether you use the website or tele installation), whether such liability arises in breach of contract, tort (including negligence) or otherwise, shall be limited to:

20.3.1 Where our liability relates to a bet or wager, the amount of the bet or wager placed by you in respect of which our liability has arisen

20.3.2 Where our liability relates to the misapplication of funds, the amount of money in your account which we have misplaced;

20.3.3 In respect of any other liability of the operator.

20.4 We (including our group of companies, affiliates, officers, directors, agents and employees) shall not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, in respect of:

20.4.1 Loss of data;

20.4.2 Loss of profits;

20.4.3 Loss of income;

20.4.4 Loss of business opportunities;

20.4.5 Loss of or damage to goodwill or reputation;

20.4.6 Business interruption;

20.4.7 Any direct, special or consequential loss or damage, even where such loss or damage has been notified to us as possible, arising out of the terms of use or any use by you of the services.

20.5 Nothing in the Terms of Use shall operate so as to exclude any liability we may have in respect of:

20.5.1 Fraud (including fraudulent misrepresentation); or

20.5.2 Death or personal injury caused by our negligence.

BREACH OF TERMS OF USE

21.1 You will indemnify, defend and hold us and our officers, directors, employees, agents, contractors and suppliers harmless from and against any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however caused, which may arise, whether reasonably foreseeable or not, as a result of or in connection with:

21.1.1 The access to and use of the Services by You or any other person using Your username and password; and/or

21.1.2 Any breach by You of any of the terms and provisions of the Terms of Use.

21.2 Where You breach the Terms of Use, We may, at Our sole discretion, prior to any suspension or termination of Your Account, notify You (using Your contact details) that You are in breach, requiring You to stop the relevant act or failure to act, and/or requiring You to correct an act or fault on Your part and warning You of Our intended action if You fail to do so, provided that such notification shall not be a condition precedent to any suspension or termination of Your Account.

21.3 We have the right to disable any user identification code or password, whether chosen by You or assigned by Us, at any time, if in Our reasonable opinion You have failed to comply with any of the provisions of the Terms of Use.

21.4 In addition to any other remedies available, if You breach any of the Terms of Use, we shall be entitled to recover from Your Account any positive balance to the extent of any amount reasonably claimed against You pursuant to paragraph 20.1.

INTELLECTUAL PROPERTY RIGHTS

22.1 All website design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software and all other material forming part of the Services are subject to copyright and other proprietary rights owned by us or used under license from third party rights owners. To the extent that any material included in the Services may be downloaded or printed, such

material may be downloaded on a single device only (and hard copies may be printed) solely for your personal, non-commercial use.

22.2 Under no circumstances shall Your use of the Services grant You any interest in any intellectual property rights (e.g., copyrights, know-how or trademarks) owned by Us or any third party, other than a personal, non-exclusive, non-sublicensable license to use such intellectual property rights in connection with Your personal, non-commercial use of the Services in accordance with the Terms of Use.

22.3 No right to use or reproduce any trademarks or logos appearing on the Website is granted except as specifically permitted in accordance with the Terms of Use.

22.4 You must not, and must not permit any other person to, copy, store, publish, rent, license, sell, distribute, alter, add to, remove, delete, remove or tamper with the Website or any part of it in any way or directly or indirectly, disrupt or interfere (or attempt to disrupt or interfere) with or alter the Website, except in the course of viewing or using the Website in accordance with the Terms of Use.

22.5 All intellectual property rights in the name "puntpal.com.pe", the Operator's logos, designs, trademarks and other distinctive brand features and any content provided by the Operator or any third party for inclusion on the Website vest in the Operator or the relevant third party. You agree not to display or use such logos, designs, trademarks and other distinctive brand features in any manner without our prior written consent.

VIRUSES, HACKING AND OTHER CRIMES

23.1 You shall not:

23.1.1 corrupt the Website;

23.1.2 attempt to gain unauthorized access to the Website, the servers on which the Website is stored or any server, computer or database connected to the Website;

23.1.3 Flooding the Website with information, multiple postings or "spam";

23.1.4 Knowingly or negligently use any feature that may affect the function of the website in any way, for example (but not limited to)

releasing or spreading viruses, worms, Trojan horses, logic bombs or similar material that is malicious or harmful;

23.1.5 Interfere with or tamper with, delete or otherwise alter, any information in any form contained on the Website;

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

23.2 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 access Device and related equipment, computer programs, data or other proprietary material due to Your use of the Website or to Your downloading of any material posted on the Website, or on any website linked to the Website.

USE OF COOKIES ON THE WEBSITE

25.1 The website uses 'cookies' to track your use of the internet and to aid the functionality of the website. A cookie is a small text file that is downloaded to your access device when you access the website and allows us to recognize when you return to the website. We use cookies for the operation of the website, including (for example) to enable you to stay logged in while you navigate between, and use your account to bet or play games on, different parts of the website. We also use cookies for our own analytical purposes so that we can identify where customers have encountered technical problems on the website and thereby help us to improve our customers' experience.

25.2 If you object to cookies or wish to delete cookies that are already stored on your access device, we recommend that you follow the instructions for deleting existing cookies and disabling future cookies in your file management and web browsing software. More information on how to delete or control cookies is available in our Privacy Policy or at www.aboutcookies.org. Please note that by deleting our cookies or disabling future cookies, you may not be able to access certain areas or features of the website.

Complaints and Notice

COMPLAINTS AND NOTICES

26.1 No claim or dispute in respect of:

26.1.1 The acceptance or settlement of a wager you have placed using the Services shall be deemed to be more than thirty days after the date of the original transaction;

26.1.2 A game you have played using the Services shall be deemed to be more than twelve weeks after the date on which the relevant transaction or game took place.

26.2 If You wish to make a complaint in respect of the Services, as a first step You should, as soon as reasonably practicable, contact Customer Services about Your complaint, pending resolution.

26.3 If there is a dispute arising out of the Terms of Use that cannot be resolved by Customer Services that has been escalated in accordance with paragraph 26.2, You may request that the matter be dealt with by a manager or supervisor. We will endeavor to resolve the matter to your satisfaction, either immediately or by contacting you at a later date.

26.4 You acknowledge that our random number generator will determine the outcome of games played through the Services and You accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the outcome displayed on Your screen and the game server used by the Operator, the outcome displayed on the game server will prevail, and You acknowledge and agree that Our records will be the final authority in determining the terms and circumstances of Your participation in the relevant online gaming activity and the results of this participation.

26.5 Where We wish to contact You, we may do so using any of Your contact details. Notices will be deemed to have been duly served on and received by You immediately after an email is sent or after We have communicated with You directly by telephone (including where We leave a voicemail), or three days after the date of posting of any letter. In proving service of any notice, it shall be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the mail; in the case of an email, that such email was sent to the email address specified (if applicable) in Your contact details at the time such email was sent.

TRANSFER OF RIGHTS AND OBLIGATIONS

27.1 We reserve the right to transfer, assign, sub-license or compromise the Terms of Use, in whole or in part, to any person without notice, provided that such assignment is on the same or no less advantageous terms to You.

27.2 Your rights or obligations under the Terms of Use may not be assigned, sublicensed or otherwise transferred in any matter.

EVENTS BEYOND OUR CONTROL

28.1 We will not be liable for any failure or delay in the performance of any of our obligations under the Terms of Use that is caused by events beyond our reasonable control, including (but not limited to) telecommunications network failure, power failure, third party computer (or other) equipment failure, fire, lightning, explosion, flood, severe weather, labor disputes or lockouts, terrorist activity and acts of government or other competent authorities (a "Force Majeure Event").

28.2 Our performance is deemed suspended for the period during which the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use all reasonable efforts to terminate the Force Majeure Event or to find a solution whereby our obligations can be fulfilled despite the Force Majeure Event.

Errors / Omissions

1. In the event of a malfunction of the computer software or hardware we use, we will make all reasonable efforts to rectify the problem as soon as possible. If such problems cause a game to be interrupted to the extent that it cannot be restarted at exactly the same time it is interrupted without irreversible loss of data, we will apply the most reasonable and fair policies to this situation (which may include restoring your account balance as it appeared before the last bet was registered on the operator's server immediately before the problem occurred).

2. If as a result of an error funds have been credited to your account and you use these funds to place bets or to participate in games, we may cancel such bets and/or withhold any winnings received using such funds.

If we have paid out your winnings received from such bets or games, the bookmaker is entitled to have them returned to you.

3. If you place a bet on a live event, you may not be able to view or obtain the latest information about the event in the relevant time period. The bookmaker is not liable to you for any losses incurred as a result of a delay in the transmission of information relating to any event.

4. You are solely responsible for the speed of your Internet connection and the condition of the equipment you use to access the Internet. The bookmaker accepts no liability for any losses incurred by you (as a result of loss of service, poor internet connection or otherwise) due to the internet service providers or telecommunications service providers you use to access the website.

Force Majeure Events

1. The Bookmaker shall not be liable for any failure or delay in the performance of any of our obligations under the Terms and Conditions that is caused by events beyond our reasonable control, including, without limitation, disruption in telecommunications networks, problems with electricity, problems with computers belonging to third parties, fire, lightning, explosions, floods, extreme weather conditions, strikes and lockouts, acts of terrorism, acts of government or other competent authorities ("Force Majeure").

Our performance is deemed suspended for the period of Force Majeure. We will make all reasonable efforts to put an end to the Force Majeure event or to find a solution whereby the bookmaker's obligations can be fulfilled despite the Force Majeure event.