

Operational Manual for MuchGaming B.V.

operating as Crypto.Games

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Paragraph A: Description

Description of Games of Chance and Outcome-Determining Elements

MuchGaming B.V. provides a comprehensive range of online games of chance and betting products (including sports betting and poker) via the Crypto.Games platform. The operation is fundamentally built upon a provably fair methodology, which serves as the primary outcome-determining element. Under this system, the platform commits to a server seed (by publishing its hash) before a bet is placed; the final outcome is then generated by combining this server seed with a player-controlled client seed and unique bet parameters. Following the bet, the server seed is revealed, allowing players to use in-game verification tools to independently confirm the integrity of the result. For games supplied by third-party providers, the company requires equivalent assurances, including independent RNG (Random Number Generator) certification. All game outcomes and wagers are recorded in system logs and transaction records, which serve as the primary evidence for settlement.

Software and payment possibilities

The platform's software environment includes both proprietary technology and content from third-party suppliers, all of which are subject to continuous monitoring for "Prohibited Software," such as bots, automated scripts, or AI-driven cheating tools. Payment possibilities are focused on crypto-assets, supporting a wide array of currencies including Bitcoin (BTC), Ether (ETH), Litecoin (LTC), Dogecoin (DOGE), and various stablecoins like USDT and USDC. While MuchGaming B.V. does not provide exchange services directly, it integrates with On-Ramp Providers and Third-Party Deposit Providers to facilitate fiat-to-crypto transactions and card payments.

Bet and Deposit Amounts, Payouts

Strict bet and deposit amounts are enforced; for example, the minimum deposit for Bitcoin is 0.0001 BTC, and amounts below specified thresholds for any supported currency will not be credited to the user's account. Payouts of winnings are credited to the player's virtual Wallet after provisional credits are confirmed by the system. Withdrawals are subject to minimum thresholds, starting at 0.0007 BTC for the first withdrawal and 0.00035 BTC for subsequent requests. All payouts are subject to AML/CFT and KYC verification controls, and the first withdrawal from an account often undergoes a manual security review that can take up to several hours. The platform also offers promotional elements such as faucet claims and chat tips, though these are subject to specific withdrawal restrictions and fair play rules.

Bet limits vary by game category. For proprietary Crypto.Games titles (dice, crash, mines, limbo and similar provably fair games), the minimum stake per round is the equivalent of USD 0.01 and the maximum stake per round is the equivalent of USD 10,000, subject to per-game configuration. For third-party slot and table games integrated via external suppliers, minimum and maximum bet limits are set by the respective supplier and displayed within the game interface prior to play. For sports betting markets, minimum stake is the equivalent of USD 0.10 per selection and maximum payout per settled bet slip is capped at the equivalent of USD 100,000, subject to market-specific restrictions. For poker, buy-in limits are determined by the applicable table configuration and displayed in the lobby prior to joining. All limits may be amended by the Company and, where required, are subject to prior approval by the CGA.

Paragraph B: Description of Periodically Used Test Methods for Quality Monitoring

MuchGaming B.V. maintains the quality and integrity of its Crypto.Games platform through a multi-layered framework of external validation and internal oversight. To ensure the fairness of game outcomes, the company submits its randomness methods and proprietary "provably fair" systems to independent monitoring and audits conducted by recognized testing laboratories, specifically citing iTech Labs. Furthermore, the company requires that all games integrated from third-party suppliers carry equivalent independent RNG (Random Number Generator) certifications to guarantee they meet industry standards.

Internal quality monitoring is primarily governed by the Chief Compliance Officer (CCO), who oversees the effectiveness of the platform's internal controls and reporting. The company utilizes several specific test methods to monitor operational quality:

- **Quality Assurance Sampling:** The company performs periodic sampling and reviews of closed Complaint Files. This process verifies that staff adhere to internal policies, provides a check on the quality of reasoning in dispute resolutions, and ensures that timelines for player interactions are met.
- **Root-Cause and Trend Analysis:** The CCO regularly reviews structured feedback from player complaints to identify systemic issues and root causes. This data-driven approach allows the company to initiate specific service or process improvements and manage operational risks.

- **Integrity and Behavioral Checks:** The platform employs technical measures for behavioral analysis and integrity checks to detect "Irregular Play," such as the use of prohibited AI software, bots, or automated cheating tools.
- **Security and Infrastructure Assessments:** MuchGaming B.V. conducts regular security assessments and monitors its technical infrastructure and key service providers to protect against data breaches and system malfunctions.
- **Responsible Gaming Effectiveness:** The company applies proportionate monitoring to track player patterns, ensuring that the indicators of risky behavior are correctly identified and that intervention mechanisms—such as deposit limits and self-exclusion—are functioning as intended.

These monitoring activities are reviewed at least weekly by the CCO to ensure the platform remains safe, reliable, and compliant with the Applicable Framework.

Paragraph C: Storage of Players' Personal Data and Other Details

MuchGaming B.V. acts as the data controller for all personal information collected through the Crypto.Games platform. The company collects and stores several categories of data, including identification and contact details (full name, date of birth, and residential address), account and gameplay data (stake history, outcomes, and session logs), and financial transaction data (deposit and withdrawal history). Furthermore, the company maintains extensive KYC/AML and verification records, such as copies of government-issued identity documents, proof of address, and evidence regarding source of funds or source of wealth. Sensitive Responsible Gaming data, including self-exclusion records and internal notes regarding a player's well-being, is treated with the highest level of confidentiality and processed exclusively to implement protective measures or comply with legal obligations.

To protect this information, the company implements robust technical and organizational measures. All data is transmitted via encryption (HTTPS/TLS) and stored in secure digital formats. In compliance with Article 5.9(1)(j), critical digital records of player transactions and financial history are kept available to the CGA at all times on a server located within a Tier-IV certified data center registered in Curaçao. Access to personal data is strictly governed by the "need-to-know" principle and role-based access controls; for example, Case Owners in the complaints department may only access the specific records assigned to them. In accordance

with the LOK and the company's internal policies, records related to AML/CFT compliance, financial transactions, and player complaints are retained for a minimum of ten years.

Paragraph D: Description of Visual Elements Shown to Players

Crypto.Games incorporates specific visual elements within its website and software applications to ensure transparency, fairness, and player protection. The platform prominently displays the Curaçao Gaming Authority (CGA) digital seal and the company's license certificate (OGL/2024/1336/1047) to confirm its authorized status under the Applicable Framework. To fulfill the "provably fair" mandate, the interface includes in-game verification tools where players can view hashed server seeds before a bet and revealed seeds afterward to independently verify outcomes.

The platform provides a dedicated Account History tab, enabling players to visually audit their Transaction History (deposits and withdrawals), Wagers and Losses (win/loss ratios and betting volume), and Login History (session frequency and duration). Within the "Account > Settings" menu, players have access to a visual interface for Responsible Gaming tools, where they can set and monitor deposit limits (daily, weekly, or monthly) and activate Time-Outs or Self-Exclusion periods. Each game interface explicitly displays its Game Rules and paytables, ensuring that the mechanics and odds of the games of chance are clear to the player.

The user's Wallet is visually structured to reflect real-time balances of various supported crypto-assets, clearly distinguishing between available funds and Bonus balances subject to wagering requirements. For withdrawal requests, the interface includes a "speed" slider that allows players to select and view different network transaction fee levels. Furthermore, the platform is designed to display responsible gaming messages or warnings directly to players if monitoring systems identify indicators of potentially harmful gambling behavior. Finally, legal transparency is maintained by displaying the version number and effective dates of all core policies, including the Terms of Service and Privacy Policy, within the website's footer or dedicated legal sections.

Paragraph E: Technical Measures to Prevent Admission of Banned Persons

MuchGaming B.V. employs a multi-layered technical strategy to identify and prevent the admission of Vulnerable Persons - including minors, those with gambling addictions, and bankrupt individuals - as well as persons from Restricted Jurisdictions. To enforce geographic restrictions, the platform utilizes geo-blocking, IP analysis, and device fingerprinting to detect and block access from prohibited territories like the United States, Netherlands, and United Kingdom. Mandatory identity verification (KYC) and age checks are conducted as a rule before the first deposit is processed, ensuring no person under 18 years of age can participate in games of chance. For individuals who have requested to be banned or who have voluntarily labeled themselves as having problematic gambling behavior, the system implements Self-Exclusion controls that prevent the opening of "workaround" accounts by checking identifiers such as blockchain wallet addresses, device IDs, and location patterns. Furthermore, the company integrates sanctions and PEP screening into its onboarding and ongoing monitoring processes to exclude prohibited or sanctioned persons. Proportionate and reasonable monitoring measures are applied to the technical environment to identify indicators of potentially harmful gambling behavior, such as unusually frequent sessions, significant increases in deposit frequency, or patterns suggesting loss-chasing. The platform is also technically equipped to use blockchain analytics to identify high-risk payment patterns. If circumvention attempts are detected, such as the use of VPNs or proxies, the company may restrict gameplay, deposits, and withdrawals or suspend and close the account immediately to protect the integrity of the operation.

Paragraph F: Technical Infrastructure and Restoration Possibilities

The technical infrastructure of Crypto.Games is designed for high availability and data integrity, centered around the requirement that all critical digital records - including player data, gaming transactions, and financial history - are maintained on a server located in a Tier-IV certified data center registered in Curaçao. This infrastructure is supported by robust system logs and game transaction records, which serve as the primary evidence for determining wager acceptance, settlement, and wallet movements. To ensure the restoration of services in the event of a technical emergency or system failure, MuchGaming B.V. implements regular backups and business continuity measures, alongside continuous logging and monitoring of all critical systems.

In the specific event of technical failures, system outages, or disconnections during gameplay, restoration is governed by established Game Rules. These rules determine the resolution of an interrupted round - such as resuming the round, voiding the wager, or settling the bet - based specifically on the server state at the precise moment of the interruption.

The technical infrastructure supporting the Crypto.Games platform is structured across three functional layers. The data layer consists of primary servers and databases hosted at a Tier-IV certified data center registered in Curaçao (Blue NAP Curaçao), which ensures 99.995% uptime availability and full concurrent maintainability. The application layer encompasses the game servers, RNG systems, payment processing modules, and AML/KYC screening integrations, all of which operate within a redundant cloud environment with automated failover capabilities. The network layer includes distributed denial-of-service (DDoS) protection, load balancing, and encrypted communications via HTTPS/TLS across all player-facing and back-office interfaces.

In the event of a partial or full system outage, the restoration process follows a defined priority order: (1) player account data and wallet balances are restored from the most recent confirmed backup, which is performed on a continuous basis with a maximum recovery point objective (RPO) of one hour; (2) active game sessions interrupted by a technical failure are resolved in accordance with the Game Rules applicable at the time of interruption, specifically by reference to the server state recorded at the moment of disconnection; (3) all restoration actions are logged and reported to the CCO within 24 hours of the incident, and to the CGA within 24 hours in accordance with Article 5.10(6) of the LOK.

A schematic diagram of the technical infrastructure, including server architecture, redundancy paths, and data center connectivity, is attached to this Operational Manual as **Annex F**.

Paragraph G: Implementation of Responsible Gaming Principles

In accordance with Article 2.2(3) of the LOK, the Company's responsible gaming framework is designed to meet, at a minimum, the following four guarantees that form the basis of responsible offering of Games of Chance: (a) that players play in a safe and secure environment; (b) that Games of Chance are fair and clear to players; (c) that no Vulnerable Persons can play Games of Chance; and (d) that players can limit or discontinue their playing of Games of Chance where such playing threatens to become an addiction. The measures

described in this Paragraph G give operational effect to each of these guarantees and are implemented in conjunction with the requirements of Articles 5.4 and 5.6 of the LOK.

The Company's implementation of responsible gaming principles is centered on a "Shared Responsibility" model, emphasizing that while the platform provides safeguards, players must also engage with these tools to maintain gaming as personal entertainment. In strict adherence to Articles 2.2 and 5.4 of the National Ordinance (LOK), the operation provides players with accessible internal mechanisms within their Account Settings, including deposit limits (daily, weekly, or monthly), short-term Time-Outs (1–30 days), and long-term Self-Exclusion periods of one, three, or five years. To fulfill the requirements of Article 5.4(2) of the LOK, self-exclusion is irrevocable for the selected duration, and the Company employs technical checks - including analysis of blockchain wallet addresses, device identifiers, and IP/location patterns - to prevent the opening of "workaround" accounts.

The platform's policy for identifying and protecting Vulnerable Persons - defined to include minors under 18, those with addictive behavior, self-excluded individuals, and bankrupt persons - is enforced through mandatory age verification (KYC) and ongoing behavioral monitoring. MuchGaming B.V. applies proportionate monitoring to detect risk indicators, such as unusually frequent or prolonged sessions, sudden increases in deposit value, repeated deposits in short windows, or player communications indicating distress or financial difficulty. When such patterns are identified, the Company follows a structured intervention process that may include displaying warnings, providing support options, restricting promotional contact, or applying mandatory account restrictions to reduce the risk of harm.

Furthermore, as required by Article 5.6 of the LOK, the Company's marketing and advertising activities are conducted with social responsibility, ensuring they are not misleading, do not target vulnerable persons or minors, and do not present gambling as a way to achieve financial security or as a substitute for employment. Transparency is enhanced by providing players with a Self-Assessment Questionnaire and prominent links to independent support organizations like GamCare and the Gordon Moody Association. All "Responsible Gaming Data" - including limits, exclusion records, and internal health-related notes - is treated as highly sensitive and confidential, processed exclusively to comply with regulatory obligations and safeguard player well-being.

Paragraph H: Recent Text of the General Terms and Conditions

MuchGaming B.V. operates under the most recent version of its **Terms of Service (Version 2.0 – December 2025)**, which serves as the primary legally binding agreement between the Company and its players. This document, made publicly available on the Crypto.Games website, forms part of a broader contractual framework that incorporates by reference the Privacy Policy, Responsible Gaming Policy, Player Complaints & Dispute Resolution Policy, and all applicable AML/KYC notices. The Terms define strict eligibility requirements, mandates that players be at least 18 years of age, and prohibits access from Restricted Jurisdictions such as the United States, Netherlands, and United Kingdom.

The Terms outline the operational rules for Account management, including the "One Account per person" rule and the Company's right to treat linked accounts as a single entity if used for Irregular Play. The text provides exhaustive details on financial transactions, specifying minimum deposit amounts (e.g., 0.0001 BTC) and withdrawal thresholds (0.0007 BTC for the first withdrawal), while also establishing the rules for dormant accounts, where balances may be forfeited after three years of inactivity. Furthermore, the Terms explicitly prohibit the use of Prohibited Software (such as bots or AI cheating tools) and outline the consequences for bonus abuse and fraud.

The complete and current text of the Terms of Service (Version 2.0 – December 2025) is incorporated into this Operational Manual by reference and attached in full as **Annex H**. The Terms of Service are published on the Crypto.Games website and are available to players at all times prior to registration and during the course of play. Any future amendments to the Terms of Service will be reflected in a new versioned document, which will be submitted to the CGA as part of the next scheduled amendment report in accordance with Article 5.10(4) of the LOK.

Paragraph I: Settlement of Disputes with Players

MuchGaming B.V. settles player disputes in strict accordance with the procedures defined in its **Player Complaints & Dispute Resolution Policy (Version 2.0 – December 2025)** and Article 5.3 of the LOK. Players may file a formal written complaint within six months of an incident through the Official Complaint Submission Form available on the website or by emailing complaints@crypto.games. The Company provides a written acknowledgement of receipt

within seven days (or within two days for Responsible Gaming Complaints), which includes a unique reference number and an explanation of the handling process.

Complaints are investigated by a designated Case Owner (Complaints Officer or CCO), and the Company aims to provide a Final Determination in writing within four weeks of receiving a complete submission. If a case is complex, this timeline may be extended once by an additional four weeks, provided the player is given prior written notice and an explanation for the delay. The Final Determination includes the material facts relied upon, the reasoned outcome, any remedial actions taken (such as payment corrections or account adjustments), and clear instructions on how to escalate the matter if the player is dissatisfied.

In compliance with Article 5.3(6) of the LOK, MuchGaming B.V. offers players the opportunity to use Alternative Dispute Resolution (ADR) at any time. If a complaint remains unresolved after the internal Final Determination, the player may escalate the dispute to eCOGRA, an independent CGA-certified ADR provider. This ADR process is provided free of charge to the player, with the Company bearing all costs, and the resulting outcome is binding on the operator. Furthermore, as required by Article 5.5 of the LOK and the Terms of Service, players retain the right to bring unresolved disputes before the competent courts of Curaçao, which have exclusive jurisdiction over the gaming agreement.

Paragraph J: Digital Records and Tier-IV Server Requirements

MuchGaming B.V. maintains exhaustive digital records of all critical operational data to ensure full transparency and immediate regulatory oversight. In strict compliance with Article 5.9(1)(j) of the National Ordinance (LOK), these records are hosted on servers located within a Tier-IV certified data center registered in Curaçao, ensuring that all critical information is kept available to the Curaçao Gaming Authority (CGA) at all times.

The Tier-IV certified data center requirement under Article 5.9(1)(j) of the LOK is fulfilled through the Company's contractual arrangement with Blue NAP Curaçao, a Tier-IV certified facility registered in Curaçao. The relevant agreement and certification documentation confirming the hosting arrangement are attached to this Operational Manual as **Annex J**. All critical digital records referenced in this Paragraph are hosted exclusively within this facility and remain accessible to the CGA at all times upon request. The Company will notify the CGA without undue delay in the event of any change to the hosting arrangement, in accordance with its obligations under Article 5.10(1) of the LOK.

The scope of these digital records includes:

- **Player Identification and Verification:** Comprehensive data encompassing names, dates of birth, residential addresses, and all KYC/AML documentation such as government-issued IDs and proof of address.
- **Gaming Transactions:** Detailed logs of every wager placed, including timestamps, stakes, and outcomes, which serve as the primary evidence for bet settlement.
- **Financial Transactions:** A complete history of all deposits and withdrawals, including transaction hashes, wallet addresses, and internal references linking transactions to specific player accounts.
- **Responsible Gaming and Compliance Data:** Records of player-set limits, time-outs, and self-exclusion periods, as well as comprehensive Complaint Files assigned with unique reference numbers within the Company's Complaint Management System.

In accordance with legal requirements and the company's internal policies, these digital records - particularly those related to AML/CFT compliance, financial transactions, and player complaints - are retained for a minimum period of ten (10) years. Security is maintained through role-based access controls and HTTPS/TLS encryption, ensuring that while the data is available for CGA inspection, it is otherwise restricted to authorized personnel on a "need-to-know" basis.

Terms of Service

Version 2.0. – December 2025

0. Company

0.1. These Terms & Conditions (the “**Terms**”) are issued by **MUCHGAMING B.V.**, a company incorporated in Curaçao, with registered business address at **Korporaalweg 10, Willemstad, Curaçao**, registered under **Chamber of Commerce / Company Number: 153126** (the “**Company**”, “**we**”, “**us**”, “**our**”).

0.2. The Company operates the online gaming brand **Crypto.Games** and provides online games of chance and related services via <https://crypto.games> and any associated domains, subdomains, applications, and related services (collectively, the “**Website**” or “**Services**”).

0.3. The Company holds a Curaçao online gaming licence **OGL/2024/1336/1047** (the “**Licence**”). It is subject to the applicable Curaçao legal, regulatory and licence framework governing online games of chance, including licence conditions, binding instructions and guidance issued by the competent authority (collectively, the “**Applicable Framework**”).

0.4. The competent authority and supervising regulator for the Licence is the **Curaçao Gaming Authority** (the “**CGA**”). Where required, the Website displays the CGA digital seal and/or the Company’s licence certificate.

0.5. **Contact details.** Customer Support: **support@crypto.games** and Live Chat (where available). Formal complaints: **complaints@crypto.games**

0.6. These Terms constitute a legally binding agreement between you and the Company. If you do not agree to these Terms, you must not access or use the Website or Services.

1. Acceptance, Contract Documents & Changes

1.1. **Acceptance.** By (i) accessing the Website, (ii) registering an Account, (iii) depositing funds, (iv) participating in any Game, or (v) clicking “I agree” or similar, you confirm that you have read, understood and accepted these Terms and that you enter into a legally binding agreement with the Company.

1.2. Contract documents. These Terms form part of the contractual framework between you and the Company. The following documents, as published on the Website, are incorporated by reference and form part of your contract with us:

- Privacy Policy (including Cookies, where applicable);
- Responsible Gaming Policy (including limits and self-exclusion tools);
- Player Complaints & Dispute Resolution Policy (including ADR escalation); and
- any AML/KYC Notice or Policy and any verification instructions displayed in your Account, together with any game-specific rules and promotion/bonus rules.

1.3. Hierarchy/conflicts. If there is a conflict:

- (a) Specific Game Rules and/or Promotion/Bonus Terms prevail over these Terms for that specific subject matter;
- (b) The Player Complaints & Dispute Resolution Policy prevails for complaint handling and ADR procedure; and
- (c) Mandatory provisions of the Applicable Framework prevail in all cases.

1.4. Changes to Terms. We may amend these Terms from time to time to reflect changes in the Services, security measures, legal/regulatory requirements, or business practices. Updated Terms will be published on the Website with an updated “Last updated” date and will apply from the stated effective date.

1.5. Your responsibility to review. It is your responsibility to review the Terms periodically. Continued use of the Website after the effective date of the updated Terms constitutes acceptance of the updated Terms.

1.6. Language. These Terms are published in English. Where translations are provided, the English version prevails in the event of any discrepancies, to the extent permitted by applicable law.

2. Definitions

2.1. In these Terms, unless the context requires otherwise, the following words and expressions have the meanings set out below. Words in the singular include the plural and vice versa.

Account means your personal player account registered on the Website.

Applicable Framework has the meaning given in Section 0.3.

Bonus means any bonus, promotion, reward, cashback, free spins, tournament reward, VIP benefit or other incentive offered by us from time to time.

Bonus Terms means any specific terms, conditions, wagering requirements, eligibility criteria, limits, expiry rules and restrictions applicable to a Bonus, as displayed on the Website and/or communicated to you.

Business Day means a day other than Saturday, Sunday or a public holiday in Curaçao.

Chargeback means a payment reversal or dispute initiated via a bank, card issuer, payment service provider, crypto on-ramp/off-ramp provider, or similar third party.

CGA means the Curaçao Gaming Authority, as referenced in Section 0.

Complaint and Dispute have the meanings given in the Player Complaints & Dispute Resolution Policy (incorporated by reference in Section 1.2).

Crypto-assets / Cryptocurrency means digital assets supported by the Website for deposits and withdrawals, as displayed in the cashier/wallet section of your Account. Where these Terms refer to “funds”, this includes Crypto-assets unless otherwise stated.

Games means any games of chance, betting products, and other gaming content made available by us on the Website, including their interfaces, features and rules.

Game Rules means the rules applicable to a specific Game (including payout tables, bet settlement rules, error handling, and any technical rules), as displayed on the Website or within the Game interface.

KYC / Verification means customer due diligence checks and identity verification steps (including documentary checks) and related controls described in Section 6 and our AML/KYC notices/policies.

Irregular Play means any use of the Services that we reasonably consider to be abusive, dishonest, fraudulent, manipulative, or otherwise contrary to the integrity of the Games or promotions, including (without limitation): multi-accounting, bonus abuse, collusion, use of prohibited software/tools, exploitation of bugs or errors, chargeback fraud, money laundering indicators, or any gameplay pattern that undermines fair play.

On-Ramp Provider means any third-party service (linked to or integrated with the Website) that offers the purchase, sale, exchange or transfer of Crypto-assets and/or fiat-to-crypto services. For clarity, On-Ramp Providers are third parties and not part of the Company.

Player/you means a natural person who uses the Services for personal entertainment purposes and who is legally capable of entering into a binding contract in their place of residence.

Restricted Jurisdiction means any country/territory where: (i) we do not accept Players; (ii) we are prohibited from offering the Services; and/or (iii) we otherwise restrict access for legal, licensing, sanctions, fraud-prevention or risk reasons, as set out in Schedule 1 to these Terms.

Services has the meaning given in Section 0.2.

Wallet means the virtual wallet associated with your Account that records balances used for participation in Games, including deposits, wagers, winnings, bonuses and withdrawals.

Website has the meaning given in Section 0.2.

Winnings means amounts credited to your Wallet resulting from settled bets or Game outcomes, subject to these Terms, Game Rules, Bonus Terms and any applicable verification/AML controls.

3. Eligibility, Restricted Jurisdictions & Player Responsibilities

3.1. **Minimum age.** You must be at least 18 years old and, in any event, at least the legal age of majority in your place of residence. We do not provide Services to minors. If we reasonably suspect you are underage, we may suspend your Account and require age verification.

3.2. **Personal use only.** The Services are provided for personal entertainment. You must not use the Services on behalf of another person, for commercial purposes, or in any way inconsistent with these Terms.

3.3. **Your responsibility for local legality.** It is your responsibility to ensure that accessing the Website and participating in online gambling is lawful in your jurisdiction. We do not provide legal advice and make no representation that the Services are lawful in your jurisdiction.

3.4. **Restricted Jurisdictions.** We do not accept registrations and/or access from Restricted Jurisdictions. The current list of Restricted Jurisdictions is made available:

(a) in Section 3.9 (if we publish a static list); and/or

(b) via a live list or notice on the Website (recommended), which may be updated from time to time.

3.5. **Sanctions and prohibited persons.** You must not use the Services if you are subject to sanctions or if dealing with you would expose the Company (or its suppliers) to sanctions or legal restrictions. We may restrict, suspend, refuse transactions, or close Accounts where sanctions screening or risk controls require this.

3.6. **No circumvention (VPN / proxy).** You must not use VPNs, proxies, TOR, location spoofing, or similar tools to disguise your location or identity, or to circumvent geo-restrictions, limits, verification requirements or other controls.

3.7. Geo-blocking and checks. We may use geo-blocking, IP analysis, device fingerprinting/signals, payment method data, blockchain analytics, and other reasonable measures to determine location and prevent access from Restricted Jurisdictions or prohibited persons.

3.8. Consequences of breach. If we reasonably believe you are located in a Restricted Jurisdiction, are attempting to circumvent controls, or otherwise breach this Section 3, we may:

- (a) suspend your Account;
- (b) restrict gameplay, deposits and/or withdrawals;
- (c) require additional verification and/or source-of-funds information;
- (d) void Bonuses (and associated winnings) where permitted under these Terms/Bonus Terms; and/or
- (e) close your Account, subject to Section 16 (Account Suspension & Closure) and our AML/KYC obligations.

3.9. Truthful information & cooperation. You must provide truthful, complete, and up-to-date information when requested (including for Verification/KYC, payments, and complaints) and cooperate with reasonable requests necessary to comply with the law, protect the integrity of the Services, and prevent fraud.

4. Account Registration, One Account Rule & Security

4.1. Account creation. To use the Services, you must register an Account and provide the information requested during registration. We may refuse any registration at our discretion, to the extent permitted by applicable law and the Applicable Framework.

4.2. One Account per person. You may register and maintain only one (1) Account. Multiple Accounts, Accounts created under false identities, or Accounts created to obtain unfair advantages (including bonus abuse) are prohibited.

4.3. Linked accounts / devices. We may treat Accounts as linked where we reasonably determine they share common indicators (e.g., identity details, payment instruments, blockchain wallet addresses, device identifiers, IP/location patterns). Where linked Accounts are used for Irregular Play, we may take actions across linked Accounts.

4.4. Accurate and current information. You must provide accurate, current and complete information at registration and keep it up to date. Providing false or misleading information is a material breach of these Terms.

4.5. Account credentials. You are responsible for maintaining the confidentiality of your login credentials and for all activities conducted through your Account. Do not share your password, authentication codes or credentials with anyone.

4.6. Account security. You must take reasonable measures to protect your Account (e.g., unique password, enabling available security features). If you suspect unauthorised access, you must notify Customer Support immediately.

4.7. Unauthorised access and investigations. If we suspect unauthorised access, account takeover, compromised credentials, or security incidents, we may temporarily suspend the Account, reset access, require additional verification, and/or delay withdrawals while we investigate.

4.8. No third-party use. You must not allow any third party to use your Account. You remain responsible for all activity on your Account, except to the extent we determine that unauthorised access occurred due to our fault.

4.9. Communication consent. By registering an Account, you consent to receiving service-related communications (including verification requests, security alerts, and complaint-handling communications) via email and/or in-product messages. Marketing communications (if any) will be handled in accordance with applicable law and your marketing preferences.

5. Verification (KYC), AML/CFT & Risk-Based Controls

5.1. Why do we verify. We apply customer due diligence and risk controls to: (i) comply with applicable anti-money laundering and counter-terrorist financing requirements; (ii) prevent fraud, chargebacks and misuse; (iii) protect the integrity of the Games; and (iv) meet our obligations under the Applicable Framework.

5.2. Risk-based approach and proportionality. Verification is applied on a risk-based and proportionate basis. This means that low-risk Players may be subject to lighter checks initially, while higher-risk Players (or higher-risk activity) may require additional verification and monitoring.

5.3. Information at registration (minimum). When you create an Account, we request (mandatory) minimum information such as your full name, date of birth, and country / address of residence, and we may ask you to confirm you are at least 18 years old and not located in a Restricted Jurisdiction. You must provide accurate information.

5.4. Verification triggers. We request and verify identity and related data before allowing deposits above to your user account. We may require additional information when transactions or gameplay are flagged by fraud/AML controls (including unusual transaction patterns), where we

reasonably suspect Irregular Play, chargebacks, fraud, or misuse, or at any time where required by law, the Applicable Framework, or our internal controls (see 5.7. for the Enhanced Due Diligence).

5.5. What we request (standard CDD). We request one or more of the following:

- (a) a valid government-issued identity document (passport/ID card/driver's licence, where accepted);
- (b) a selfie / liveness check (where used);
- (c) proof of address (e.g., utility bill/bank statement), where the ID document does not provide a verifiable address;
- (d) payment method / wallet ownership evidence (e.g., signed message, screenshots, or other reasonable evidence);
- (e) additional information to understand your activity, including occupation and source-of-funds indicators, where appropriate.

5.6. First deposit verification (default rule). As a general rule, we require you to complete verification before we process your first deposit. This is to ensure that (i) the Account is controlled by you, (ii) we can meet AML/CFT and sanctions controls, and (iii) we can safely process payouts.

5.7. Enhanced due diligence (EDD). We apply enhanced checks, additional documentation and/or management approval for higher-risk scenarios, including (without limitation):

- (a) politically exposed persons (PEPs) or close associates/family members;
- (b) high-risk jurisdictions or high-risk payment patterns;
- (c) large, rapid or unusual deposits/withdrawals (especially with limited gameplay);
- (d) evidence of third-party funds, chargeback risk, or fraud indicators; or
- (e) adverse media or sanctions screening hits.

5.8. Ongoing monitoring. We may monitor Account activity and transactions on an ongoing basis (including use of fraud detection, sanctions screening, and blockchain analytics where relevant) to identify unusual patterns, security risks, or potential misuse.

5.9. Holds, restrictions and delays. If we require additional information, or if we identify risk indicators, we may take proportionate measures, including:

- (a) limiting deposits, wagering or withdrawals;
- (b) delaying withdrawals while checks are completed;
- (c) placing holds on certain transactions; and/or

(d) suspending the Account, to the extent permitted by applicable law and the Applicable Framework.

5.10. **Failure or refusal to verify.** Suppose you do not provide the requested information within a reasonable time. In that case, if the information appears false or cannot be verified, or if we identify prohibited activity, we may restrict or close your Account. Handling of any remaining balance will be performed in accordance with these Terms and our legal/AML obligations (including, where applicable, returning funds to the original source).

5.11. **Data retention.** We retain verification and transaction records for the period required by applicable law, the Applicable Framework, and our record-keeping policies.

6. Deposits, Wallets, Supported Crypto-assets & On-Ramps

6.1. **Supported Crypto-assets.** The Crypto-assets we support for deposits and withdrawals (and any applicable minimums/maximums) are displayed on the Website and may change from time to time.

6.2. **Your Wallet.** Your Account includes a Wallet that reflects deposits, wagers, bonuses, winnings and withdrawals. Wallet balances are for participation in the Services and are subject to these Terms, Game Rules, Bonus Terms, and any applicable verification/AML controls.

6.3. **Deposits (general).** You may deposit supported Crypto-assets using the methods shown in the cashier/wallet section. You are responsible for ensuring that the deposit details (address, network, tag/memo where applicable) are correct.

6.4. **Network choice and incorrect transfers.** You must use the correct blockchain network and any required destination tag/memo. Deposits sent on an unsupported network or with incorrect data may be delayed, rejected, or irrecoverable. We may attempt recovery where technically possible, but we do not guarantee recovery and may charge reasonable administrative/technical costs where permitted.

6.5. **Minimum deposit.** The minimum deposit amounts for each transaction are 0.0001 Bitcoin, 0.005 Ether, 0.01 Litecoin, 100 Dogecoin, 0.001 Bitcoin Cash, 0.02 Ether Classic, 0.001 Solana, 3 Polygon, 3 USDT (Tether), 3 XRP, 3 USDC, 100000 SHIB, 300000 PEPE, 0.01 BNB. Lower amounts will not get credited to your user account.

6.6. **Restricted mining.** Mining coins into your CryptoGames wallet address is not allowed.

6.7. **Eligible chains.** CryptoGames does not accept any Ethereum/Solana/Neo/BNB/Polygon Tokens or internal transactions (via a contract). Any tokens or contracts that will be sent to our Ethereum, Neo, BNB, Polygon, Solana or Ripple address will be lost. Any cross-chain deposits (sending, for example,

Bitcoin Cash to a Bitcoin address or Ether to a Ether Classic address) will not be processed and coins will be permanently lost.

6.8. **Deposits on the XRPL chain.** Always add a TAG together with our Ripple (XRP) address. Deposits without a tag cannot be connected to your account and those funds will be lost.

6.9. **No third-party deposits.** Deposits must originate from a source that is reasonably linked to you. We may refuse, hold or return deposits where we reasonably suspect third-party funding, fraud, or AML concerns. We may request proof of ownership/control of the sending wallet/payment method.

6.10. **Blockchain confirmations and crediting.** Deposits are credited after the applicable number of blockchain confirmations and our internal checks. Crediting times may vary depending on network congestion, third-party infrastructure and risk controls.

6.11. **Fees.** Network fees (miner/gas fees) and any processing fees (if applicable) are your responsibility unless otherwise stated on the Website.

6.12. **On-Ramp Providers (buy crypto).** The Website may provide links to, or integrations with, third-party services that allow you to purchase or exchange Crypto-assets (“On-Ramp Providers”).

(a) Third-party service: On-Ramp Providers are independent third parties and provide their services under their own terms, conditions and privacy policies.

(b) No exchange service by us: The Company does not provide exchange, brokerage or payment services in relation to the On-Ramp.

(c) No responsibility: We are not responsible for the availability, pricing, execution, delays, compliance checks, chargebacks, or performance of any On-Ramp Provider. Any dispute with an On-Ramp Provider must be addressed with that provider.

6.13. **Source of funds and integrity checks.** We may request information about the origin of funds and apply transaction monitoring and other integrity checks (including blockchain analytics) to protect the Services and comply with legal obligations.

6.14. **Deposits via Third-Party Payment / Deposit Providers (e.g., card payments):**

- **Third-party service.** In addition to the deposit methods described in this Section 6, the Website may allow you to initiate deposits and/or the purchase of Crypto-assets using independent third-party service providers (including, for example, card payment providers and other payment intermediaries) (each a “Third-Party Deposit Provider”). Any such service is provided exclusively by the relevant Third-Party Deposit Provider under its own terms, policies and procedures.
- **No control; no liability.** Third-Party Deposit Providers are not governed, operated or controlled by the Company. To the maximum extent permitted by applicable law, the Company is not

responsible or liable for any acts or omissions of any Third-Party Deposit Provider, including availability, pricing, execution, reversals, delays, verification decisions, declined transactions, fees, or any loss or damage arising from your use of such services.

- **Provider support and procedures.** If you experience any issues, inconveniences or disputes in connection with a Third-Party Deposit Provider, you must contact that provider directly. You acknowledge that each provider may apply its own onboarding and compliance procedures, including additional identity verification and/or payment checks, which are independent of the Company's Verification (KYC) process.
- **Minimum amount; supported Crypto-assets.** Unless stated otherwise in the cashier or relevant interface, the minimum amount for a transaction initiated via a Third-Party Deposit Provider is **EUR 25.00** (or equivalent). Any deposits/purchases via such providers can be completed only in Crypto-assets that are supported by the Website at the time of the transaction.
- **Chargebacks and reversals.** Where a Third-Party Deposit Provider transaction is reversed, disputed or charged back, the Company may apply the measures described in these Terms (including restrictions, holds, set-off and Account actions), to the extent necessary to protect the Company and comply with the Applicable Framework.

7. Wagers, Game Rules, Bet Settlement & Errors

7.1. **Game Rules apply.** Each Game is governed by its specific Game Rules and paytables displayed in the Game interface and/or on the Website. You are responsible for understanding the applicable Game Rules before playing.

7.2. **Placing wagers.** When you place a wager, you authorise us to deduct the wager amount from your Wallet. A wager is valid only when it is accepted and recorded by our systems.

7.3. **Game results and settlement.** Game outcomes are determined by the relevant Game mechanics (including certified RNGs where applicable) and recorded by our systems. Settlement of wagers follows the Game Rules and the Applicable Framework.

7.4. **Provisional credits.** Any credits to your Wallet (including Winnings) are provisional until the wager/round is fully settled and our systems confirm the outcome. We may reverse or correct credits caused by errors or malfunctions as described below.

7.5. **Technical failures and interruptions.** Suppose a Game is interrupted due to a technical failure, disconnection, system outage, or similar event. In that case, the Game Rules will determine how the round is resolved (e.g., resuming the round, voiding the wager, or settling based on server state).

7.6. **Errors, malfunctions and incorrect payouts.**

(a) If a bet is accepted or settled, or a Wallet balance is changed, due to a system error, bug, malfunction, incorrect odds, human error, or technical issue, we may correct the error, including by: (i) adjusting the settlement; (ii) voiding the affected wager(s); and/or (iii) reversing incorrect credits/debits, to the extent permitted by applicable law and the Game Rules.

(b) Where correction is required, we will act reasonably and, where appropriate, provide an explanation through Support or the complaints process.

7.7. Fraud and integrity. Suppose we reasonably suspect fraud, collusion, Irregular Play, manipulation, or other integrity breaches affecting a Game or wager. In that case, we may: void wagers, withhold or reverse Winnings and Bonuses, suspend the Account, and/or take other measures under these Terms (including Section 15 and Section 16).

7.8. Limits and maximum payouts (if applicable). Any limits (including maximum bet sizes, maximum payouts per round, maximum payouts per day/week, or similar), if applicable, will be stated in the Game Rules and/or on the Website and are binding.

7.9. Use of software/tools. You must not use bots, scripts, automated processes, prohibited software, exploits, or any tool intended to manipulate gameplay, gain an unfair advantage, or interfere with the Services. We may detect and block such activity and apply measures under these Terms.

7.10. Record of play. Our records (including system logs and game transaction records) are the primary evidence for determining wager acceptance, settlement, and Wallet movements, unless we determine a system error occurred.

8. Bonuses, Promotions & Bonus Terms

8.1. Bonuses are optional and governed by Bonus Terms. Any Bonus we offer is subject to specific Bonus Terms (including eligibility, wagering requirements, limits, expiry, and restrictions). Bonus Terms are displayed on the Website and/or communicated in your Account and form part of your contract with us.

8.2. Eligibility and availability. Bonuses may be limited by jurisdiction, player profile, verification status, payment methods, game selection, and other risk/fairness criteria. We may refuse to grant, withdraw, or limit a Bonus where we reasonably suspect misuse or where required by the Applicable Framework.

8.3. Wagering requirements. Where wagering requirements apply, you must meet them before Bonus funds (and any winnings derived from them) become withdrawable. The relevant wagering rules and excluded games (if any) are set out in the Bonus Terms.

8.4. Bonus abuse and Irregular Play. Using Bonuses in a way that is exploitative, manipulative, or inconsistent with fair play is prohibited. This includes (without limitation):

- creating multiple Accounts to obtain multiple Bonuses;
- using third-party Accounts or funding sources to obtain Bonuses;
- collusion with other players;
- exploiting bugs, errors, or unintended loopholes in Bonus logic; and
- any wagering pattern that we reasonably determine is designed primarily to secure Bonus value without genuine gameplay risk (where this is prohibited by Bonus Terms).

8.5. Consequences of breach. If we reasonably suspect Bonus abuse or Irregular Play related to Bonuses, we may, to the extent permitted by applicable law and the Applicable Framework:

- (a) withhold, cancel, or remove the Bonus;
- (b) void wagering progress and/or associated Bonus-derived winnings;
- (c) void or reverse affected wagers where the Game Rules permit;
- (d) restrict access to future promotions;
- (e) suspend or close the Account under Section 16; and/or
- (f) require verification and/or additional information before processing withdrawals.

8.6. Verification and Bonuses. We may require completion of verification (KYC) before granting certain Bonuses or before converting Bonus-derived balances into withdrawable funds.

8.7. Errors in promotions. If a Bonus is credited due to a mistake, technical issue or system error, we may remove the Bonus and correct any resulting balances. If a Bonus Term is unclear due to a drafting error, we will interpret it reasonably and consistently with the intended promotion purpose.

8.8. Bonus expiration. Bonuses (and/or winnings subject to Bonus Terms) may expire as specified in the Bonus Terms. You are responsible for reviewing expiry deadlines.

8.9. Penalty for cheating. If you are found to be cheating or using multiple accounts then your Account(s) will be closed and your funds confiscated.

8.10. Withdrawal restrictions. CryptoGames reserves the right to decline any withdrawal of funds that have been accumulated by process of faucet claims, chat tips and promotional rewards. Violation of this rule can lead to a declined withdrawal, your account being blocked, confiscated funds and/or to permanent disabled faucet.

8.11. VIP Program; changes and revocation. If the Company operates any VIP program, tiering or VIP benefits, such benefits constitute a form of Bonus and may be subject to additional rules displayed

on the Website. The Company reserves the right, at its sole discretion and without prior notice (to the extent permitted by applicable law), to revoke, suspend, adjust, or modify a Player's VIP status or associated benefits where the Company reasonably suspects system abuse, suspicious activity, misuse of promotional benefits, or other conduct inconsistent with these Terms, including (without limitation) misuse related to vouchers, faucets, tips, or bonus programs.

9. Withdrawals

9.1. Withdrawal availability. You may request a withdrawal of available funds from your Wallet using the methods shown on the Website, subject to:

- (a) these Terms;
- (b) applicable Game Rules and Bonus Terms (including wagering requirements);
- (c) completion of any required Verification (KYC) under Section 5; and
- (d) our fraud, security and AML/CFT controls and the Applicable Framework.

9.2. Withdrawal verification. After the initial verification at the time of the first deposit, we may require you to complete additional verification before processing your first withdrawal (and at any later time where risk controls require it). Until such verification is completed, we may restrict withdrawals and/or apply limits.

9.3. Withdrawal method and wallet ownership. Withdrawals must be made to a destination that we reasonably determine is controlled by you. We may request evidence of wallet ownership/control and may restrict withdrawals to the same source used for deposits where required by AML/CFT controls or risk assessment.

9.4. Processing time. We aim to process withdrawal requests within the timeframes displayed on the Website. Processing time may vary due to verification status, security reviews, responsible gaming checks, network conditions, third-party providers and compliance controls.

9.5. Minimums, maximums and fees. Withdrawal minimums, maximums, and any applicable fees are displayed on the Website and may change from time to time. Blockchain network fees are borne by you unless stated otherwise. Minimum deposits are stipulated in the paragraph 6.5. of these Terms.

9.6. Withdrawal holds, reversals and compliance reviews. We may delay, hold, or refuse a withdrawal where we reasonably believe this is necessary to:

- (a) complete Verification/KYC or source-of-funds checks;

- (b) address suspected fraud, chargebacks, account takeover, or security risks;
- (c) comply with legal obligations, sanctions screening, or the Applicable Framework;
- (d) investigate Irregular Play, bonus abuse, collusion or manipulation; or
- (e) correct a Game settlement error or Wallet error under Section 7.

9.7. Chargebacks and reversals. If you initiate (or attempt to initiate) a Chargeback or fraudulent reversal related to deposits or payments, we may:

- (a) suspend the Account and block withdrawals pending investigation;
- (b) deduct the reversed amount (and related reasonable costs) from your Wallet to the extent permitted;
- (c) void Bonuses and related winnings where linked to the disputed deposit; and/or
- (d) close the Account under Section 16 and pursue recovery measures where lawful.

9.8. Withdrawal cancellation. We may cancel a pending withdrawal request if: (i) you request cancellation; (ii) you submit a new withdrawal request that replaces the prior one; or (iii) compliance/security controls require re-processing of the request. If cancelled, funds will remain in your Wallet (subject to holds).

9.9. No guarantee of “instant” withdrawals. While we aim for efficient payouts, withdrawals are subject to verification and compliance checks. No statement on the Website should be read as a guarantee of instantaneous payout in all cases.

9.10. Network fee selection (“speed” slider):

- The Website may allow you to select the network transaction fee level for withdrawals (including via a “slider” or similar interface). You acknowledge that a higher selected fee may increase the likelihood of faster network processing but does **not** guarantee a specific confirmation time or settlement speed.
- Without limiting any other provision of these Terms, the Company is not responsible for withdrawal confirmation time or delays caused by blockchain congestion, mempool/backlog conditions, network reorgs, validator/miner behaviour, third-party infrastructure, or the receiving wallet/exchange processing time.
- You are solely responsible for entering the correct destination address and any required tag/memo. If you enter incorrect details, your withdrawal may be delayed, rejected or irrecoverable, and the Company may be unable to assist.

9.11. **Minimum withdrawal amount.** Unless a different minimum is displayed in the cashier or otherwise stated on the Website for a specific Crypto-asset, the minimum withdrawal is 0.0007 BTC or altcoin equivalent for your first withdrawal. All further withdrawals have a minimum of 0.00035 **BTC or the equivalent value in the relevant Crypto-asset**. Withdrawal requests below the minimum will not be initiated or processed.

9.12. **External wallet/exchange restrictions; frozen or confiscated funds.** After a withdrawal has been processed and broadcast to the relevant blockchain network, the Company is not responsible for any freezing, confiscation, blocking, restriction, or other adverse action taken by third-party wallets, exchanges, custodians, or other service providers that receive or handle the withdrawn Crypto-assets, including where such providers restrict transactions originating from online gambling services. You are responsible for reviewing and complying with the terms of your chosen wallet/exchange and you use them at your own risk.

9.13. **Manual review of first withdrawal.** In some cases, the first withdrawal from an Account may be subject to manual security and/or compliance review. Where such review is required, processing of that withdrawal may take up to a few hours. This does not affect the Company's right to apply any Verification/KYC, AML/CFT, fraud-prevention, or security checks under these Terms.

10. Dormant / Inactive Accounts & Balances

10.1. **Inactive Account definition.** Your Account may be treated as inactive if there is no login and no gameplay activity for a continuous period of 180 days. An Account may still be inactive even if there is a balance in the Wallet.

10.2. **Dormant Account definition.** Your Account will be treated as **dormant** if it remains inactive for a continuous period of **three 3 years (36 months)**.

10.3. **Notice before dormancy action.** Before applying the measures under Section 10.5, we will make reasonable efforts to notify you using your registered email and/or in-product notifications. You are responsible for keeping your contact details up to date.

10.4. **Access restriction.** For dormant Accounts, we may restrict certain actions (including deposits and bonus eligibility) until you re-activate the Account and complete any required security and/or Verification (KYC) steps.

10.5. **Forfeiture after three 3 years of inactivity.** Subject to applicable law and the Applicable Framework, if your Account is dormant under Section 10.2 and you have not responded to our notices

under Section 10.3, we may deem the remaining positive balance in your Wallet **forfeited** and transfer it out of the Player Account/Wallet ledger (the “**Forfeiture**”).

10.6. Minimum availability period for prize money. The Forfeiture under Section 10.5 will not be applied earlier than **thirty (30) months** from the date on which the relevant prize money (winnings) was awarded/credited, and in any event, only after the dormancy period in Section 10.2 has elapsed.

10.7. Effect of forfeiture. Following Forfeiture, your Wallet balance for the forfeited amount will be reduced to zero, and the forfeited amount may be allocated by the Company for operational purposes and/or compliance-related costs, unless applicable law requires a different treatment.

10.8. Records. We will keep appropriate records of dormancy notices and forfeiture actions in accordance with our record-keeping obligations under the Applicable Framework.

11. Prohibited Conduct & Irregular Play

11.1. Fair play and integrity. You must use the Services in good faith and in a manner consistent with fair play, the integrity of Games, and these Terms.

11.2. Prohibited conduct. The following activities are strictly prohibited (non-exhaustive):

- (a) Underage play or assisting minors to access the Services;
- (b) accessing or using the Services from a Restricted Jurisdiction, or attempting to do so via VPN/proxy/location spoofing;
- (c) multi-accounting, creating Accounts using false details, or using another person’s Account;
- (d) fraud, deception, misrepresentation, or providing false/forged documents or information (including during KYC/Verification);
- (e) collusion with other players or coordinated play intended to gain an unfair advantage;
- (f) bonus abuse or exploiting promotions in a manner contrary to Bonus Terms (including “risk-free” extraction strategies where prohibited);
- (g) use of bots, scripts, automation, prohibited software/tools, or any method intended to interfere with normal gameplay or gain an unfair advantage;
- (h) exploitation of bugs, errors, glitches, latency, or vulnerabilities (including intentional “error hunting”);
- (i) any activity that indicates or supports money laundering, terrorist financing, sanctions evasion, or other illegal activity, including third-party funding patterns;

(j) initiating or attempting chargebacks or payment reversals in bad faith, or otherwise abusing payment systems;

(k) interference with the Website, Services, or systems (including DDoS, scraping, reverse engineering, bypassing security measures);

(l) abusive behaviour toward staff or other users (harassment, threats, hate speech), or otherwise unlawful content/communications.

11.3. Detection tools. We may use security and integrity tools (including device signals, geo-controls, fraud checks and blockchain analytics) to identify prohibited conduct and unusual activity patterns.

11.4. Consequences. If we reasonably suspect or determine Prohibited Conduct or Irregular Play, we may take proportionate actions, including (without limitation):

(a) placing holds on deposits/withdrawals pending review;

(b) restricting access to certain Games, features, Bonuses, or the entire Service;

(c) voiding wagers or correcting settlements affected by errors or manipulation (where permitted by Game Rules and applicable law);

(d) withholding, cancelling, or removing Bonuses and/or bonus-derived winnings (where permitted by Bonus Terms and applicable law);

(e) reversing incorrect Wallet credits under Section 7;

(f) suspending the Account and requiring additional Verification / source-of-funds information; and/or

(g) closing the Account under Section 16 (Account Suspension & Closure) (and applying balance handling rules set out therein).

11.5. No guaranteed entitlement during review. During an integrity, fraud, security, or AML review, you acknowledge that withdrawals and certain account functions may be restricted until the review is completed.

11.6. Reporting and cooperation with authorities. Where required or appropriate, we may report suspicious activity to competent authorities and cooperate with lawful requests.

11.7. Prohibited AI software and cheating tools; detection measures:

- You must not use any software, scripts, bots, automation tools, artificial intelligence software, opponent-profiling tools, cheating software, or any other program or method that the Company

reasonably considers to provide an unfair advantage, manipulate gameplay, or interfere with the integrity of the Services (“**Prohibited Software**”).

- The Company may implement reasonable technical and operational measures to detect and prevent the use of Prohibited Software and other prohibited conduct. Such measures may include device and session signals, behavioural analysis, integrity checks, and other detection methods, **to the extent permitted by applicable law and as described in the Company’s Privacy Policy and related notices.**
- If the Company reasonably suspects or determines the use of Prohibited Software, it may take any measure permitted under these Terms, including voiding wagers, withholding or reversing winnings/bonuses, restricting features, suspending the Account, and/or closing the Account in accordance with Sections 11 and 12.

12. Account Suspension, Closure & Handling of Balances

12.1. Right to suspend or restrict. We may suspend your Account and/or restrict certain functions (including deposits, gameplay, Bonuses, or withdrawals) where we reasonably believe this is necessary to:

- (a) comply with applicable law, the Applicable Framework, sanctions obligations, or lawful authority requests;
- (b) complete Verification/KYC, source-of-funds checks, or address failed/expired verification;
- (c) investigate suspected fraud, chargebacks, account takeover, security incidents, or Irregular Play;
- (d) protect the integrity of the Games and the Services, including suspected collusion or manipulation;
- (e) correct settlement, Wallet, or system errors under Section 7;
- (f) enforce these Terms or protect the Company, Players, or third parties from harm.

12.2. Notice and communication. Where reasonably possible and lawful, we will inform you of a suspension/restriction and the general reason. In some cases (e.g., AML/sanctions or law enforcement matters), we may be unable to provide full details.

12.3. Player-initiated closure. You may request closure of your Account at any time by contacting Customer Support. Before closing, we may require you to:

- (a) withdraw remaining available balances; and/or

(b) complete Verification/KYC where required to release funds and comply with AML/CFT obligations.

12.4. Company-initiated closure. We may close your Account (with or without prior notice, where permitted) if:

- (a) you materially breach these Terms (including Sections 3, 4, 5, 8, 9, 11);
- (b) we reasonably suspect or determine fraud, chargeback abuse, Irregular Play, or criminal activity;
- (c) you are located in a Restricted Jurisdiction or are a prohibited/sanctioned person;
- (d) you fail to provide required Verification/KYC or other information within a reasonable timeframe;
- (e) your Account remains dormant and is subject to forfeiture under Section 10; or
- (f) we discontinue the Services (in whole or in part), subject to applicable law.

12.5. Handling of deposits and withdrawals in progress.

- (a) We may cancel pending withdrawals if an Account is suspended/flagged and re-process them once checks are completed.
- (b) Deposits that are credited may be held or returned where required by AML/CFT controls, sanctions controls, or fraud controls.

12.6. Balances, winnings and bonuses (general principle). Legitimate balances remain payable to you unless:

- (a) they are non-withdrawable due to Bonus Terms (e.g., unmet wagering requirements);
- (b) they are impacted by a correction/void under Section 7 (errors/malfunctions) or Section 11 (Irregular Play);
- (c) they are subject to a lawful hold or restriction under AML/CFT or sanctions obligations; or
- (d) they are offset against chargebacks or confirmed debts owed to the Company as permitted below.

12.7. Void and forfeiture in Irregular Play cases. If we reasonably determine that your activity constitutes Irregular Play or prohibited conduct, we may, to the extent permitted by applicable law and the Applicable Framework:

- (a) void affected wagers and/or correct settlements;
- (b) cancel Bonuses and bonus-derived winnings linked to the abuse;

(c) withhold or reverse winnings derived from errors, manipulation, collusion or prohibited tools; and/or

(d) close the Account.

12.8. Chargebacks and set-off. If a deposit or payment is charged back, reversed, or disputed, we may deduct the amount of the chargeback (and any reasonable associated costs imposed by third parties) from your Wallet balance, to the extent permitted by law. If your Wallet balance is insufficient, we may suspend/close the Account and pursue recovery where lawful.

12.9. Return to source (AML / payment integrity). Where we are required (or reasonably decide) to return funds, we may return funds to the original source of deposit (same wallet / same payment instrument) to the extent feasible and consistent with AML/CFT controls.

12.10. No liability for compliance holds. You acknowledge that compliance, security and integrity holds may delay withdrawals and account closure. We are not liable for delays that are reasonably necessary to comply with law or to prevent fraud or misuse.

12.11. Record-keeping. We maintain records of suspensions/closures and related balance handling as required by applicable law and the Applicable Framework.

13. Fees, Pricing, Exchange Rates & Display Currency

13.1. Fees and charges. Any fees applicable to the Services (including withdrawal fees, processing fees, or administrative charges, if any) will be disclosed on the Website and/or in your Account before you confirm the relevant action.

13.2. Network (blockchain) fees. Deposits and withdrawals in Crypto-assets may incur blockchain network fees (miner/gas fees). Unless stated otherwise, such network fees are borne by you and may vary based on network conditions.

13.3. Display currency and conversions. The Website may display balances, stakes, or approximate values in one or more display currencies (including fiat equivalents). Any such fiat display is provided for convenience only and may be approximate.

13.4. Exchange rates. Where conversions are shown (e.g., crypto-to-fiat display), we may use third-party pricing feeds or internal reference rates. Due to market volatility and data feed differences, displayed values may differ from the value at the moment of deposit, wager, settlement, or withdrawal.

13.5. **Settlement currency.** Unless otherwise stated, wagers and settlements occur in the currency/Crypto-asset selected in your Wallet for the relevant transaction or Game session. If a Game or feature requires a specific currency, this will be displayed in the Game Rules or UI.

13.6. **Taxes.** You are solely responsible for determining and paying any taxes applicable to your activity (including winnings) in your jurisdiction. We do not provide tax advice.

14. Intellectual Property, Licence to Use the Website & User Content

14.1. **Ownership.** The Website, Services, Games (to the extent owned/controlled by us), software, UI, design, text, graphics, logos, trademarks, and all related content are owned by or licensed to the Company and are protected by applicable intellectual property laws.

14.2. **Limited licence.** Subject to these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable licence to access and use the Website and Services solely for your personal entertainment purposes.

14.3. **Restrictions.** You must not (and must not attempt to):

- (a) copy, reproduce, modify, distribute, sell, lease, or create derivative works from the Website or Services;
- (b) reverse engineer, decompile, disassemble or otherwise attempt to extract source code, except to the extent permitted by mandatory law;
- (c) scrape, crawl, index, or otherwise extract data from the Website using automated means, except where expressly permitted;
- (d) remove or alter any proprietary notices, labels, or marks; or
- (e) use our brand, trademarks, or content without prior written consent.

14.4. **Third-party content and software.** Some Games and features may be provided by third-party suppliers. Third-party trademarks and content remain the property of their respective owners. Your use of third-party content may be subject to additional terms (e.g., Game Rules or supplier terms).

14.5. **User content (if applicable).** If the Website allows you to submit content (e.g., chat messages, reviews, support tickets), you grant us a non-exclusive, worldwide, royalty-free licence to use such content for operating, improving, moderating, and securing the Services, and for compliance purposes. You must not submit unlawful, abusive, infringing, or harmful content.

14.6. **Feedback.** If you provide suggestions or feedback, you agree we may use it without restriction or compensation, to the extent permitted by law.

15. Third-Party Service Providers

15.1. Independent Service Providers. The Website may offer access to certain products or services provided by independent third-party service providers (“Third-Party Services”), including, but not limited to services enabling the purchase of cryptocurrency. These Third-Party Services are operated and controlled exclusively by the respective providers and are subject to their own terms, conditions, and privacy policies.

15.2. No Provision of Exchange Services by Us. CryptoGames does not itself provide any fiat-to-cryptocurrency or cryptocurrency-to-cryptocurrency exchange services. Any purchase, sale, or exchange of cryptocurrency that a Player undertakes through a Third-Party Service linked, integrated, or otherwise made available via the Website is conducted solely between the Player and the relevant third-party provider.

15.3. No Control, No Liability. CryptoGames has no control over, does not participate in, and bears no responsibility for the operation, execution, pricing, settlement, or delivery of any transactions conducted via Third-Party Services. We do not receive, hold, or transmit any fiat currency or cryptocurrency on behalf of Players in connection with such services, nor do we set exchange rates or charge exchange-related fees.

15.4. Player’s Responsibility. It is the Player’s sole responsibility to:

- (a) verify the identity, authorisation status, and licensing of any Third-Party Service provider before engaging with their services;

- (b) read and accept the applicable terms, conditions, and privacy policies of the Third-Party Service;

and

- (c) ensure compliance with all applicable laws and regulations governing the use of such services in the Player’s jurisdiction.

15.5. Limitation of Liability. To the maximum extent permitted by law, CryptoGames shall not be liable for any loss, damage, cost, or expense (including any indirect or consequential loss) arising from or in connection with the use of, or reliance upon, any Third-Party Services, including any failure, delay, error, omission, or misconduct of such third-party providers.

16. Disclaimers, Limitation of Liability & Indemnity

16.1. Service availability. We aim to provide the Services with reasonable care and skill, but we do not guarantee that the Website or Services will be uninterrupted, error-free, or available at all times. Maintenance, updates, network congestion, third-party outages, and security measures may cause interruptions.

16.2. No warranties (to the extent permitted). To the maximum extent permitted by applicable law, the Services are provided on an “as is” and “as available” basis, without warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for purpose, and non-infringement.

16.3. Technical and third-party dependencies. You acknowledge that the Services depend on third-party infrastructure and suppliers (including game providers, payment services, blockchain networks, and On-Ramp Providers). We are not responsible for outages, delays, pricing, or performance of such third-party services, except to the extent required by mandatory law.

16.4. Limitation of liability. To the maximum extent permitted by applicable law and the Applicable Framework:

- (a) we are not liable for indirect, consequential, special, punitive, or exemplary losses (including loss of profits, loss of opportunity, loss of data, or reputational harm);

- (b) our total aggregate liability to you arising out of or in connection with the Services and these Terms shall not exceed the amount of the net amount of your available balance directly affected by the event or EUR 10.000,00, whichever is higher, unless mandatory law requires otherwise.

16.5. Exceptions. Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for fraud, wilful misconduct, or gross negligence where such limitations are prohibited.

16.6. Player responsibility. You are responsible for:

- (a) maintaining the security of your Account credentials;

- (b) ensuring the legality of your participation in your jurisdiction;

- (c) using the correct blockchain network/address details; and

- (d) verifying that you understand Game Rules and Bonus Terms.

16.7. Indemnity. To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless the Company, its directors, officers, employees and agents from claims, losses, liabilities and expenses arising from: (i) your breach of these Terms; (ii) your unlawful conduct; (iii) your misuse of the Services; or (iv) your violation of third-party rights.

17. Complaints, Dispute Resolution & ADR

17.1. Customer Support first. If you have a question or issue, please get in touch with Customer Support via Live Chat and/or support@crypto.games. Many issues can be resolved quickly without a formal complaint.

17.2. Formal complaints process. If you wish to submit a formal Complaint, you must follow our Player Complaints & Dispute Resolution Policy (the “Complaints Policy”) available on the Website. The Complaints Policy forms part of these Terms.

17.3. Complaint window and form. Complaints must be submitted in writing through the official channels and using the form described in the Complaints Policy, within the complaint time limits stated therein.

17.4. Final Determination. You will receive a written Final Determination in accordance with the Complaints Policy, including reasons and information on next steps.

17.5. ADR (Alternative Dispute Resolution). If a Dispute is not resolved to your satisfaction internally, you may escalate it to an independent CGA-certified ADR provider (the “ADR Provider”) as described in the Complaints Policy. ADR is free of charge to you. The Company bears ADR costs as applicable.

17.6. ADR Provider details. The Company’s current CGA-certified ADR provider(s) (or the method of selecting one from the CGA-certified list) are listed in the Complaints Policy and/or on the Website.

17.7. CGA notice. The Curaçao Gaming Authority (CGA) does not mediate or decide individual player disputes. The CGA may be contacted for suspected regulatory breaches or malpractice/whistleblowing in accordance with CGA guidance.

18. Governing Law & Jurisdiction

18.1. Governing law. These Terms, the Player Contract, and any non-contractual obligations arising out of or in connection with them are governed by the laws of Curaçao, without regard to conflict-of-law rules, to the extent permitted by applicable law.

18.2. Jurisdiction. Subject to Section 16 (Complaints & ADR), and to the extent permitted by applicable law, the courts of Curaçao shall have exclusive jurisdiction to resolve any dispute arising out of or in connection with these Terms and/or the Services.

18.3. Mandatory rights. Nothing in these Terms limits any mandatory rights you may have under applicable law that cannot be waived.

19. Miscellaneous

19.1. **Severability.** Suppose any provision of these Terms is held to be invalid, unlawful, or unenforceable. In that case, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

19.2. **No waiver.** Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision.

19.3. **Assignment.** We may assign or transfer our rights and obligations under these Terms (in whole or in part) to an affiliated company or successor in interest, including in connection with a corporate reorganisation, merger, acquisition, or sale of assets, provided this does not reduce your mandatory rights under applicable law. You may not assign your rights under these Terms without our prior written consent.

19.4. **Entire agreement.** These Terms, together with the documents incorporated by reference in Section 1.2, constitute the entire agreement between you and the Company regarding your use of the Services and supersede all prior agreements or understandings on the same subject matter.

19.5. **Force majeure.** We are not liable for delays or failures in performance caused by events beyond our reasonable control, including (without limitation) acts of government, regulatory actions, network outages, third-party service failures, natural disasters, strikes, or cyberattacks.

19.6. Notices and contact.

(a) Notices to the Company should be sent to [support@crypto.games] (support) or complaints@crypto.games (formal complaints).

(b) We may send notices to you via email to your registered email address and/or via in-product notifications. It is your responsibility to ensure your email address remains current and accessible.

19.7. **Headings.** Headings are for convenience only and do not affect interpretation.

SCHEDULE 1 — Restricted Jurisdictions (Access Restrictions)

S1.1 Live list controls. The Company maintains a current list of restricted jurisdictions as published in this Schedule 1 (the “Live List”). The Live List may be updated at any time due to legal, regulatory, licensing, sanctions, fraud-prevention, or risk reasons.

S1.2 Priority. The Live List prevails over any static list included in these Terms. Any static list is indicative only.

S1.3 No circumvention. The use of VPNs, proxies, TOR, location spoofing, or similar tools to access the Services from a Restricted Jurisdiction is prohibited.

S1.4 Consequences. If we reasonably suspect you are accessing the Services from a Restricted Jurisdiction, we may suspend the Account, stop deposits/withdrawals, require additional verification, and/or close the Account in accordance with Sections 3 and 12.

S1.5 Minimum indicative list (optional). Without limiting the Live List, we may restrict at least the following categories:

- jurisdictions subject to broad sanctions or high compliance risk;
- jurisdictions where online gambling is prohibited or where we do not accept players;
- any jurisdiction in which we are instructed to restrict access under the Applicable Framework.

LIST OF RESTRICTED COUNTRIES:

Afghanistan

American Samoa

Aruba

Australia

Belarus

Bhutan

Bonaire

Central African Republic

Chad

Colombia

Cuba

Curacao

Cyprus

France
Gabon
Greece
Hungary
Iran
Iraq
Liberia
Libya
Malta
Mayotte
TheNetherlands
NorthKorea
NorthernMarianalslands
Palestine
PapuaNewGuinea
RepublicoftheCongo
Russia
Saba
SaintMartin
SintEustatius
SintMaarten
Slovakia
Slovenia
Spain
Sudan
Syria
Tajikistan
Turkmenistan
UnitedKingdom
UnitedStates
UnitedStatesTerritories
Zimbabwe

as well as residents of any other country where prohibited by local laws.

SCHEDULE 2 — Bonus & Fair Play Rules (Non-Exhaustive Examples)

S3.1 Bonus abuse examples

Any of the following may be treated as Irregular Play (examples only):

- creating multiple Accounts to claim the same or multiple bonuses;
- using different Accounts, devices, identities, or funding sources to obtain unfair promotional value;
- collusion with other players to generate bonus value or reduce risk artificially;
- exploiting a bug or unintended loophole in a promotion;
- any pattern designed primarily to extract bonus value without meaningful gameplay risk where prohibited by Bonus Terms.

S3.2 Wagering requirements glossary (short)

Wagering requirement (WR): how many times bonus funds must be wagered before becoming withdrawable.

- Excluded games: games that do not count (or count partially) toward WR.
- Max bet rule: maximum stake allowed while a bonus is active (if specified).
- Bonus expiration: time limit to use a bonus / complete WR.

S3.3 Consequences

Where permitted by these Terms and Bonus Terms, the Company may:

- remove/void Bonuses and bonus-derived winnings;
- void wagers and correct settlements affected by abuse;
- restrict promotions, suspend, or close Accounts.

Annex J (Blue NAP Agreement and Certificate are pending finalization and will be incorporated into this Annex once available)

Annex F (schematic diagram of the technical infrastructure)

