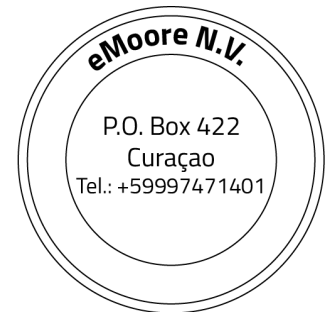


OPERATIONAL MANUAL

Vivardo N.V.

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



Version: 1.0

Effective Date: June 30, 2026

Prepared By: Internal Compliance Department

Approved By: Director, eMoore N.V.

Confidentiality Classification: Internal & Regulatory Use Only

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1. INTRODUCTION

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

This manual is intended to demonstrate compliance with:

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

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

2. CORPORATE INFORMATION

2.1 Legal Entity Details

Legal Name: Vivardo N.V.

Commercial Name: Vivardo N.V.

Registration Number Chamber of Commerce: 149436

Registered Address: Groot Kwartierweg 10 Livestrong Building

Website(s)/URL(s): www.vivardocasino.com

2.2 Shareholding structure and infrastructure

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

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

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

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

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

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

3. DESCRIPTION OF THE GAMES OF CHANCE

3.1 Categories of Games Offered

The License Holder offers the following Games of Chance:

Casino Games

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

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

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

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

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

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

3.2 Game Rules and Participation Conditions

The rules applicable to each game shall:

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

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

- The applicable minimum and maximum stake limits;
- The conditions governing the determination of winning outcomes;

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

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

3.3 Bet Amounts

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

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

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

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

Automated controls shall be implemented to:

- Prevent players from placing wagers outside the configured minimum and maximum thresholds;
- Enforce all applicable regulatory and operational limits in real time; and
- Detect and block any attempts to circumvent established wagering controls.

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

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

3.4 Payouts and Return-to-Player (RTP)

Payouts and game outcomes shall be determined using fair, transparent, and independently verified systems and processes, including certified Random Number Generator (RNG) systems, approved

sports odds engines, approved live dealer systems, official data feeds from licensed providers, and certified game logic in accordance with applicable regulatory requirements.

All systems used in determining outcomes and payouts shall be subject to independent testing, certification, and periodic verification by approved testing laboratories or competent regulatory authorities to ensure compliance with recognized standards of fairness, integrity, and reliability. The applicable Return to Player (RTP) percentages shall be predefined within certified game configurations and shall comply with regulatory thresholds, remain unchanged without proper authorization and re-certification, and be disclosed to players where required.

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

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

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

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

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

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

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

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

3.5 Software Providers

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

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

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

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

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

The License Holder shall further ensure that:

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

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

3.6 Outcome Determination

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

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

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

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

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

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

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

4. PAYMENT METHODS AND FINANCIAL OPERATIONS

4.1 Accepted Payment Methods

The License Holder may offer and accept a range of payment methods, subject to regulatory approval and applicable legal requirements, including credit and debit cards, bank transfers, electronic wallets, cryptocurrency (where permitted), and other approved methods. All payment

methods shall be provided through authorized and reputable payment service providers and integrated securely.

4.2 Deposit Procedures

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

4.3 Withdrawal Procedures

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

4.4 Segregation and Safeguarding of Player Funds

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

5. SOFTWARE AND OUTCOME DETERMINATION

5.1 Gaming Platform

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

5.2 Core Components

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

Wallet System: Manages player balances and transactions.

Bonus Engine: Controls promotional offers and wagering requirements.

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

Reporting Systems: Generates operational and regulatory reports.

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

5.3 Technical Security

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

5.4 Additional Controls

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

6. QUALITY MONITORING AND TEST METHODS

6.1 Testing Procedures

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

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

6.2 Independent Testing

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

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

6.3 Monitoring Frequency

Monitoring Activity

Vulnerability Scans

Minimum Frequency

Monthly and after major changes

Penetration Tests	At least annually or after significant changes
Backup Restoration Testing	Quarterly
Disaster Recovery Testing	Annually
Access Control Reviews	Quarterly
System Availability Monitoring	Continuous (24/7)
Transaction Monitoring	Continuous
Responsible Gaming Monitoring	Continuous

7. STORAGE OF PLAYER PERSONAL DATA

7.1 Personal Data Collected

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

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

7.2 Data Storage and Security

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

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

Encryption shall be applied to:

- Data in transit
- Data at rest
- Backup storage

7.3 Data Retention

Data retention shall comply with applicable legal and regulatory requirements.

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

Archived records shall remain retrievable for regulatory review.

7.4 Access Logging and Control

Administrative access to personal data shall be controlled and monitored.

- Logged
- Monitored
- Restricted to authorized personnel

8. PLAYER-FACING VISUAL ELEMENTS

8.1 Website and Application Disclosures

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

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

8.2 Responsible Gaming Notices

The following notices are prominently displayed on the websites:

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

8.3 User Interface Controls

The player interface includes tools designed to support responsible gaming:

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

9. PREVENTION OF ACCESS BY VULNERABLE OR EXCLUDED PERSONS

9.1 Age Verification Measures

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

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

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

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

9.2 Self-Exclusion Procedures

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

Players may request:

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

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

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

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

9.3 Vulnerable Player Detection

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

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

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

Such monitoring shall be conducted on an ongoing basis, supported by risk-based thresholds and alert systems designed to facilitate early identification and intervention.

9.4 Intervention Measures

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

Such interventions may include:

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

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

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

10. TECHNICAL INFRASTRUCTURE AND BUSINESS CONTINUITY

10.1 Infrastructure Overview

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

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

10.2 Business Continuity Plan (BCP)

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

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

10.3 Disaster Recovery

Disaster recovery measures include the following:

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

11. RESPONSIBLE GAMING IMPLEMENTATION

11.1 Responsible Gaming Policy

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

11.2 Responsible Gaming Tools

Players have access to the following responsible gaming tools:

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

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

11.3 Staff Training

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

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

11.4 Marketing Restrictions

- Marketing practices must comply with responsible and regulatory standards:
- Must not target minors

- Must not be misleading or deceptive
- Must include responsible gaming messaging
- Must not promote excessive gambling

12. TERMS AND CONDITIONS

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

The Terms and Conditions shall:

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

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

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

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

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

13. PLAYER DISPUTE RESOLUTION PROCESS

13.1 Complaint Submission

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

Players may submit complaints through the following communication channels:

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

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

13.2 Internal Review Process

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

Upon receipt, each complaint shall be:

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

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

13.3 Escalation

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

Escalation options shall include:

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

The License Holder shall:

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

13.4 Recordkeeping

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

Such records shall:

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

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

14. DIGITAL RECORDKEEPING

14.1 Records Maintained

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

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

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

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

14.2 Security of Records

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

Such measures shall include:

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

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

14.3 Audit Trails

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

Audit trails shall be maintained for, at a minimum:

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

All audit trail records shall:

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

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

15. AML/CFT COMPLIANCE15.1 AML Framework

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

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

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

15.2 Risk-Based Approach

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

Risk assessments shall take into account, at a minimum:

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

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

15.3 Transaction Monitoring

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

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

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

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

15.4 Suspicious Transaction Reporting

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

Where required by applicable laws and regulations:

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

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

16. INCIDENT MANAGEMENT

16.1 Incident Categories

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

Incidents shall include, but are not limited to:

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

16.2 Purpose and Scope

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

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

This framework applies to:

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

16.3 Incident Lifecycle Process

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

Step 1: Identification

Incidents shall be identified through various detection mechanisms, including:

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

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

Step 2: Categorization

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

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

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

Step 3: Diagnosis

An initial assessment shall be conducted to:

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

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

Step 4: Escalation

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

- To relevant technical or operational teams for resolution;
- To senior management for material or high-risk incidents; and

- To the Compliance function where regulatory implications are identified.

Major incidents shall trigger enhanced response procedures, including:

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

Step 5: Resolution

The responsible team shall:

- Investigate the root cause of the incident;
- Implement corrective actions or permanent fixes; and
- Ensure that any temporary workarounds are replaced with sustainable solutions.

All actions taken shall be documented, including:

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

Step 6: Recovery

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

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

Step 7: Closure

An incident shall only be formally closed once:

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

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

Step 8: Continuous Improvement

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

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

Findings shall be incorporated into:

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

16.4 LOK-Aligned Incident Reporting and Escalation Thresholds

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

16.4.1 Reportable Incidents

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

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

16.4.2 Reporting Timelines

The License Holder shall ensure that reportable incidents are:

- Escalated internally without delay to senior management and the Compliance function;
- Reported to the CGA promptly, and in any event within regulatory timeframes applicable under LOK; and

- Followed by supplementary reporting, where required, providing updates on investigation outcomes, root cause, and remediation measures.

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

16.4.3 Reporting Content Requirements

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

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

16.4.4 Internal Escalation

All incidents shall follow structured escalation procedures, including:

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

16.4.5 Documentation and Audit

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

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

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

16.5 Continuous Improvement

Incident data shall be analyzed on an ongoing basis to:

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

Annex A – Terms and Conditions

Terms of Use

Introduction

By accessing the Vivardo Casino Website and/or registering a personal Account, you: confirm that you have carefully read these Terms and Conditions, the Cookie Policy, and the Privacy Policy, which form an integral part of this agreement; agree to comply fully with these Terms; enter into a legally binding contract with the Company.

These Terms and Conditions (hereinafter the “Terms,” “Conditions,” or “Provisions”) govern your use of the Vivardo Casino Website (the “Website,” “Site”), your participation in games, your access to the Services provided, as well as your interaction with any content, functionality, and information posted on the Website (collectively, the “Services”).

These Terms constitute an official agreement between you (the “User,” “Player,” or “you”) and Vivardo N.V., incorporated under the laws of Curaçao (registered address: Groot Kwartierweg 10, Willemstad, Curaçao) (the “Company,” also “we,” “us,” “our,” etc.).

IMPORTANT:

OUR SERVICES ARE NOT AVAILABLE TO PERSONS WHO DO NOT HAVE THE LEGAL CAPACITY TO ENTER INTO OBLIGATIONS UNDER THESE TERMS. IN PARTICULAR, YOU MAY NOT USE THE SERVICES IF:

You are under 21 years of age;

You reside in a territory where the provision of online gaming services is prohibited by law.

If you do not agree with these Terms, the Cookie Policy, and/or the Privacy Policy, you must immediately stop using the Website and any Services provided through it.

Your use of the Website and/or the Services constitutes unconditional acceptance of all provisions of these Terms, including any changes and additions published by the Company on the Website in the prescribed manner.

The Company reserves the right to discontinue the Services at any time and without prior notice if the User violates the requirements set out in these Terms and/or other applicable documents.

By using the Vivardo casino Website and/or Services, you represent, warrant, and undertake that:

a) You are at least 21 years old and have full legal capacity to enter into binding legal relations with the Company.

b) You are not a resident of, and do not reside in, any of the following countries and/or dependent territories where online gambling is prohibited or restricted by law:

United States of America, French Republic, United Kingdom, Netherlands (including the former Netherlands Antilles), Spain, Germany, Singapore, DPRK, Denmark, Philippines, Syria, Turkey, Poland, Ireland, Czech Republic, Sudan, Australia, Italy, Iran, Slovenia, Sweden, as well as any other jurisdiction where the provision of the Services may be prohibited or restricted.

c) Your use of the Services does not violate the laws applicable to you, including but not limited to tax, currency control, antitrust, and gaming regulations.

d) All information and documents you provide during registration, verification (KYC), or when using the Services are truthful, accurate, and up to date.

e) You undertake to keep your data current and promptly provide necessary updates if it changes.

f) You are not an employee, contractor, or affiliate of Vivardo, and are not closely related to such a person.

g) You consent to receive informational messages and emails at the address provided during registration. This includes newsletters, promotions, bonus offers, and updates.

Registration and Account

Registration

To use the Services in real-money mode, the User must register a single Account on the Website by completing the registration form. Creating more than one Account per person is prohibited. If multiple accounts are found to be linked by contact details, IP addresses, devices, or payment credentials, such Accounts are subject to immediate closure without prior notice.

Registration Information

When creating an Account, the User must provide accurate, current, and complete information, including:

full legal name;

email address;

residential address;

date and place of birth;

nationality;

identity document details.

In certain cases, the Company may offer a simplified registration form; however, the User undertakes to provide additional data and/or documents required by the KYC procedure upon request.

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Access and Security

During registration, the User selects a login (email address or phone number) and password. The login must not:

- belong to another person;
- contain vulgar, unlawful, or offensive elements;
- be misleading.

The Company reserves the right to reject a login that does not meet the requirements.

The User is fully responsible for:

- the confidentiality of the login and password;
- any actions taken through the Account (including by third parties, whether authorized or not);
- promptly notifying the Company of suspected unauthorized use of login credentials or any security breach.

Login changes are possible by request through support: consult@vivardosupport.info. The password can be changed at any time via Account settings.

Suspension and Liability

The Company may suspend or close a User's Account without prior notice if:

- these Terms or other applicable documents are violated;
- false information is provided;
- the User refuses to undergo the KYC procedure.

The Company is not liable for any losses arising from the User's failure to comply with this Section.

If an Account remains inactive (no user logins) for 365 consecutive calendar days, the Company reserves the right to annul the remaining funds in the gaming account, including both real and bonus funds, if any are present when the period expires.

KYC Procedure ("Know Your Customer")

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In accordance with AML/CFT legislation and to ensure the security and legality of financial operations, the Company must identify each user and confirm the source of their funds.

Required Documents

Upon the Company's request, you must provide the following ("KYC Documents"):

- a copy of a valid identity document (passport, national ID, driver's license);
- a copy of a utility bill (gas, electricity, water, telephone) not older than two months, showing your full name and registered address;
- documents confirming ownership of the payment instruments used to top up the account (e.g., screenshots, bank statements, photo of the card with CVV hidden and a truncated number);
- other documents at the Company's discretion if necessary to meet regulatory requirements.

Deadlines and Consequences of Non-Submission

If the User does not provide requested KYC documents within five (5) calendar days of the request, the Company may suspend the provision of Services.

If documents are not provided within thirty (30) calendar days, the Company may:

- close the User's Account;
- annul all unprocessed winnings and/or reject withdrawal requests;
- refuse to provide Services in the future.

User Warranties and Representations

The User confirms that:

- all information in the Account, as well as all KYC documents provided during verification, are truthful, current, and complete;
 - they do not contain false statements, omissions, or misleading data.
- If discrepancies, forged documents, or reasonable grounds to believe information is unreliable are found, the Company reserves the right to:
- temporarily block or close the Account without prior notice;

Lobby Bonuses Vivardo Wheel Search Login

<https://www.vivardocasino.com/rules> 4/286/17/26, 4:19 PM deny access to the Services.

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Responsibility for Contact Information

The User is responsible for keeping contact information— including email address— up to date. If the email address changes or access is lost, the User must promptly update the data in the Account. Providing an invalid or someone else's email address may result in immediate Account closure without prior notice.

Responsibility for Credentials

Users are strictly prohibited from:

sharing their credentials (login, password, email address, and other identifiers) with third parties;
acquiring, exchanging, selling, or otherwise transferring/receiving data that provides access to Vivardo accounts;
advertising such actions or offering them to others.

Each User bears personal responsibility for safeguarding their credentials and for all actions taken under their Account, whether or not such actions were authorized by the User.

Any violation of this provision may result in:

temporary blocking or final deletion of the Account;
annulment of winnings;
denial of further Services;
notification of regulators (if fraud or illegal activity is suspected).

Game Modes and Feature Access

Games on the Website are available in two modes:

Demo mode (play with virtual funds);

Real-money play.

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<https://www.vivardocasino.com/rules/5/286/17/26>, 4:19 PM **Demo Mode**

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No registration is required to launch games in demo mode. The User is provided a virtual balance of 1,000 virtual game coins, which automatically refreshes each time the game is restarted. This mode is for familiarization only and does not allow real winnings.

Real-Money Play

To access real-money games, you must create an Account on the Website and complete registration. After logging in, the User can place bets using their real balance.

Gameplay Management

When choosing a slot, the User can:

read the game rules by clicking "Information" or "Rules";
view the "Paytable" with multipliers and combinations;
adjust the number of lines and bet size via the slot interface ("+" and "-" buttons);
start the game by clicking "Spin," "Start," or use "Autoplay" for consecutive spins.
In roulette-type games, select a chip denomination and your betting area. Available bets include:
specific numbers;
groups of numbers;
color (red/black);
even/odd;
the "zero" sector.

After placing a bet, the game begins and the User watches the outcome in real time.

Individual Game Rules

Please note rules, payout structures, and mechanics may differ by game or provider. We strongly recommend reviewing conditions and game characteristics before placing bets.

Prohibited Gaming Strategies

Players are strictly prohibited from using strategies intended to artificially increase the chance of winning by manipulating bet sizes or bonus mechanics. In particular, the following are prohibited:

a) Aggressive betting strategies, including (but not limited to):

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doubling systems (e.g., Martingale);

chase strategies;

exponential bet increases;

other schemes involving irregular/inconsistent bet changes designed to circumvent game mechanics.

b) Delayed-play tactics — deliberately placing minimal bets for an extended period with the aim of subsequently increasing bets sharply to leverage variance.

c) Abuse of deferred free spins — where a player on a bonus balance wins free spins, intentionally does not activate them, ends the bonus session, then returns to the game after switching to real balance and triggers the previously deferred free spins to withdraw resulting winnings. Such actions are deemed an attempt to circumvent bonus rules.

If such strategies are detected, the Company reserves the right to:

annul the relevant bets and winnings;

confiscate funds obtained as a result of violations;

limit, suspend, or fully block access to the violator's Account without prior notice.

Administration decisions on applying these measures are final and not subject to review.

Chat and User Content

The Website may provide the ability to interact with support staff and/or other users via embedded chats or other communication tools.

By using these channels, you unconditionally agree not to post, send, transmit, upload, or publish any materials that:

- a) hinder or limit other users' access to and/or use of the Website;
- b) contain offensive, unlawful, obscene, discriminatory, hostile, threatening, or demeaning statements;
- c) incite violations of the law;
- d) infringe copyrights, trademarks, privacy rights, or other third-party rights;
- e) disclose others' personal data without their explicit consent;
- f) contain viruses, malicious scripts, logic bombs, or other elements that may disrupt the Website;
- g) contain knowingly false, inaccurate, or misleading information about facts, events, products, or participants.

If any of the above provisions are violated, the Company reserves the right to immediately suspend or terminate your access to the Website and/or its features without prior notice and without any liability on our part.

Lobby Bonuses Vivardo Wheel Search Login

<https://www.vivardocasino.com/rules/7/286/17/26>, 4:19 PM **Payments**

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Deposits

To use the Services in real-money mode, the User must have a positive account balance. Top-ups ("Deposits") are made via available payment methods listed on the Website and may change depending on current technical and legal conditions.

How to Deposit

To top up your account:

go to "Cashier" or click "Deposit";

choose an available payment method;

follow the payment system's instructions to complete the transaction.

Availability of Payment Methods

Some methods may be unavailable depending on jurisdiction, IP address, or technical constraints. The User is responsible for complying with the laws of their location when making financial transactions.

Currency and Minimum Amounts

Deposits are credited in the currency specified in the User's Account. Minimum deposit amounts may vary by payment method and are shown in the interface during checkout.

Ownership of Payment Instruments

The User must use only personal payment instruments registered in their name. Upon request, the User must provide supporting documents (e.g., bank statements, card photos, etc.). Use of third-party payment data (including relatives' or legal entities' data) is prohibited. In case of violations or reasonable suspicion of fraud, the Company may block the Account pending clarification and verification.

Withdrawals

Withdrawals are available only in real-money mode. To submit a withdrawal request, the player must have previously made at least one deposit.

Funds are generally withdrawn to the same payment method used for deposit. If the chosen deposit method does not support withdrawals, the casino reserves the right to propose an alternative fiat payout method. In exceptional cases, use of another method may be agreed individually with a finance manager if the chosen method is unavailable in the Cashier's "Withdraw Winnings" section.

The minimum withdrawal amount depends on the payment method and/or PSP provider unless stated otherwise in these Terms or temporary promotional conditions.

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<https://www.vivardocasino.com/rules/8/286/17/26>, 4:19 PM **Withdrawal limits:**

month;

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Total deposit history up to \$1,000: no more than \$500 per day, \$3,000 per week, \$10,000 per

Deposits from \$1,000 to \$5,000: no more than \$800 per day, \$5,000 per week, \$15,000 per month;

For Gold, Platinum, and VIP players, maximum amounts are set individually with support managers.

If limits are exceeded, payouts resume in the next calendar period.

If a deposit was made with a bank card, the casino may request documents confirming that the

card belongs to the account holder. Also, when total payouts reach \$300 from the time of account registration, the administration may request identity documents. See KYC for details.

For withdrawal requests over \$1,000, the casino may conduct an additional review of gaming activity within up to 48 hours.

The account holder is fully responsible for providing accurate information, responding promptly to casino requests, and monitoring the current status of withdrawal requests. All clarifications or document requests are sent to the verified contact details listed in the player's profile.

A player may submit a withdrawal request at any time. If funds are available for payout (no additional requirements outstanding), the request is processed within 24 hours. Actual receipt depends on the payment system: card transfers — 2 to 8 hours; bank transfers — 3 to 5 business days.

Until the payout is confirmed and funds are debited, the player may use those funds for betting.

However, the balance must cover the requested payout. If, after submitting the request, the player continues to play and the balance falls below the requested amount by even one unit of the chosen currency, the request will be automatically declined.

If a win was obtained using a no-deposit bonus, withdrawal is possible only if at least one successful top-up has been made during the account's existence.

In case of technical malfunctions of the casino, the administration may adjust or debit incorrectly credited funds from the user's balance.

The casino also reserves the right to refuse payout in confirmed cases of fraud. In such cases, the account is blocked and funds are not paid.

1-Click and Payments

By registering on the Vivardo Casino Website and using the Services, you confirm your agreement to:

pay for all services and/or goods ordered on the site, including add-ons and offers;
cover all associated expenses, including taxes, fees, bank and other operational charges (where applicable);

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comply with the laws of your country of residence.

You bear full and unconditional responsibility for timely fulfillment of all financial obligations related to the Services.

Payment Execution

After clicking "Pay," the payment is deemed completed, irreversible, and irrevocable. You acknowledge and agree that you have no right to cancel, refund, or reverse funds after the transaction is processed.

1-Click Mechanism

By choosing 1-Click (quick payment), you give prior consent for subsequent automatic charges to your payment instrument without needing to confirm each transaction separately.

By using 1-Click, you confirm that you:

grant the right to debit funds within the limits specified on the payment page or agreed within the Service;

are fully responsible for monitoring charges made via this feature;

can disable 1-Click at any time by notifying support or changing Account settings.

Payment Provider Responsibility

The payment provider:

performs only technical processing of the transaction within parameters set by the Website;

does not participate in pricing of the Services and is not responsible for their content, scope, or legality;

is not responsible for refusal of authorization by the User's card-issuing bank;

is not responsible for consequences of using the Services in jurisdictions where they may be restricted or prohibited.

All debits are made in the amount shown on the payment page. All fees, including any third-party payment system fees, are paid by the User.

Right to Refuse Payment

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If you disagree with the transaction terms, the content of the Service, or other parameters, you must refrain from making the payment and contact support for clarification before completing the operation.

Refund Requests

Refunds are possible only as provided in these Terms and Conditions. Except as expressly provided by the law of the Netherlands Antilles (in particular, the Civil Code), or where the Company has given written personal guarantees, refunds are not provided. Services are offered

“as is,” without any additional warranties, including uninterrupted operation.
The Company is not responsible for temporary site interruptions, delays, server failures, technical malfunctions, or other circumstances that may affect gameplay, except in cases of gross negligence on our part.

Each refund request is reviewed individually based on a full analysis of the specific situation.

Requests must be submitted via the official contact channels listed on the Website.

The Company reserves the right to:

refuse a refund in cases of suspected fraud, rule circumvention, or other violations of these Terms;

withhold or freeze funds in the User's account during additional checks if necessary.

If a refund is approved, funds will be returned:

only to the same payment method used for the original payment;

within 5 to 7 business days, depending on the payment system;

minus any bank and operational fees associated with processing the refund.

Anti-Money Laundering (AML) and Counter-Terrorist Financing (CFT)

Vivardo strictly adheres to international and national AML/CFT standards. We operate a zero-tolerance policy toward any actions violating applicable AML/CFT norms.

Company Obligations

To meet legal and regulatory requirements, we reserve the right to:

monitor all User transactions, including deposits, withdrawals, and in-game activity;

request documents confirming the source of funds and/or the User's compliance with

identification (KYC) requirements;

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suspend or refuse processing of transactions if suspicious activity is detected;

disable or close a User's Account without prior notice in confirmed violations;

disclose information about the User and their transactions to competent authorities upon request or on the Company's initiative.

User Obligations

By using the Services, you confirm and agree to:

not use the service for money laundering, terrorist financing, or other illegal activities;

comply with all applicable laws governing financial transactions, currency control, and tax regulation in your jurisdiction;

provide full and accurate information during identification and verification.

Internal Measures

If AML/CFT violations are established:

Company employees involved in violations are subject to immediate dismissal;

cooperation with business partners, counterparties, or customers involved in such actions is terminated without notice.

Policy on Payment-System-Initiated Chargebacks

General Provisions

Vivardo strictly complies with payment industry standards and ensures proper transparency of all transactions. We make every effort to resolve payment issues directly with the User before they initiate a chargeback with their bank or payment system.

A chargeback request is a unilateral procedure initiated by the User through the issuing bank or payment system, bypassing the standard refund request procedure set out in these Terms.

Policy and Consequences

Filing a chargeback without first attempting resolution with our support team is considered a breach of the Website's terms and may result in:

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temporary or permanent Account blocking;

withholding funds in the gaming account until the review is complete;

annulment of bonuses and winnings accrued since the disputed transaction;

notifying payment services and game providers of the violation;

recovery of costs incurred by the Company in handling/defending against an unfounded request (including fees and administrative expenses).

Repeated or Unfounded Requests

Users who repeatedly submit unfounded or intentional chargebacks may be placed on an internal high-risk list and lose the right to use the Services further. The Company reserves the right to initiate legal action and/or recover damages through collection agencies if the User's actions cause financial or reputational harm.

Recommendations

Before contacting your bank or payment system, we strongly recommend:

contacting Vivardo support at: consult@vivardosupport.info;
providing complete information about the disputed transaction;
awaiting the administration's official response (review period — up to 7 business days).

Bonus Policy

General Provisions

Vivardo provides bonus offers under its loyalty program, campaigns, and special promotions. Participation is voluntary but implies full and unconditional acceptance of the conditions in this section.

Welcome Package

Each new User may be offered a welcome bonus package covering the first 8 deposits. The minimum deposit to activate a bonus is \$2. To receive additional free spins on deposit, at least \$12 must be deposited. The terms, bonus amount, and free spins are indicated in the specific offer.

Birthday Bonus

A one-time birthday bonus of \$20 may be provided to Users who:

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verify their date of birth by providing a color photo of an identity document;

have deposits totaling at least \$30 in the last 6 months;

contact support on their birthday or the day before.

Gift Spins (Free Spins)

Active players may receive free spins ("gift spins") as part of personal or mass promotions. Gift spins:

are provided as a fixed number of spins in a specific game at a set stake;

appear in the "Bonuses" tab and/or in the game interface;

have limited validity and wagering requirements specified in the individual offer;

may be canceled by the User before use.

Individual Bonuses

The Company may grant individual bonuses, including on subsequent deposits, at the User's request. Amount and terms are set by support at the Company's discretion and may include limited activation periods and individual wagering requirements.

Cashback

Conditions include:

Cashback (return of part of losses) is available depending on the User's status in the VIP program.

a minimum deposit to activate cashback — from 25% to 100% of the cashback amount

(depending on status, but not less than \$7 or equivalent);

minimum cashback amount — \$1 (to be clarified or equivalent);

activation only via available top-up methods (excluding vouchers and cryptocurrencies);

if the total approved withdrawals exceed deposits for the period, cashback is not granted;

the availability period depends on status (e.g., 1–5 of the month or Thursday–Saturday).

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VIP Program

Vivardo offers a loyalty program (VIP Club) with sequential status levels. Assignment and promotion are automatic based on cumulative deposits in USD (or equivalent). The higher the deposit activity, the higher the status and the more bonuses, returns, and privileges. Status may be increased, lowered, or temporarily fixed at the administration's discretion.

VIP benefits may include:

Increased cashback with more favorable wagering;

Reduced wagering on bonuses and cashback;

Individual bonuses, including no-wager bonuses — as agreed with a personal manager;

Priority processing of withdrawal requests;

Access to a personal VIP manager;

Personal gifts, including birthday and holiday offers;

Participation in exclusive promotions, drawings, and club events.

Status and Info Management

Information on your current status, available bonuses, wagering, and other loyalty privileges can be:

obtained via chat support;

if available, requested directly from your personal manager.

Vivardo reserves the right to modify VIP participation terms, level structure, and privileges without prior notice.

Wagering Requirements

Wager (also "wagering") is the turnover you must bet— a multiple of the bonus or cashback—

before bonus funds become withdrawable.

For example, with a x50 wager and a \$10 bonus, you must place \$500 in bets to withdraw winnings.

Wager levels may decrease as your VIP status rises. Specific wager values are indicated in the bonus or cashback terms in the “Bonuses” tab.

All bonuses are subject to wagering unless stated otherwise:

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standard wager: x50 of the bonus amount;

where real and bonus balances exist, stakes are deducted from the real balance first;

for wins from a combined stake, funds are credited proportionally;

once wagering is completed, bonus funds become withdrawable;

no more than two bonuses can be active at the same time.

Current wager and wagering progress are shown in the “Bonuses” tab.

Wagering Contribution

slot bets count 100%;

“Table” games (roulette, blackjack, etc.) and live dealer games do not contribute (only real funds are accepted there).

Other Conditions

The Company may change, suspend, or cancel any bonus program without prior notice;

Violations of the bonus policy may lead to disqualification, bonus cancellation, and/or

restricted access to promotions;

Reasons for bonus refusals may be disclosed or withheld, depending on the nature of the violation.

Vivardo Casino Administration Rights

Internal Policy Management. Vivardo reserves the right to set and change promo, bonus, and loyalty conditions without prior notice.

Identity Requests and Checks. Security may suspend or restrict account access if the user refuses to provide identity documents per KYC rules.

Publicity of Winnings. Vivardo may publish information about winnings and the player's nickname on its resources and partner platforms. Other personal data, including name and contact details, remain strictly confidential.

Technical Downtime and Disclaimer. Vivardo is not responsible for internet or user equipment failures or related game/site errors. Maintenance may be performed without notice; access may be limited. Such interruptions are not a breach by the casino.

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Recording Gameplay. The casino may record gameplay and use such recordings for marketing purposes, without disclosing personal data (name, contacts, or other identifying information).

Responsible Gaming

Vivardo adheres to responsible gaming principles and provides self-control tools. Where available on the Website, you may use the following limits:

Amount Limits

You may set individual limits on:

deposit amounts;

loss amounts;

stake size over a specified period (day, week, month).

Once a limit is reached, further deposits and/or bets are blocked until the period ends.

Time Limit

You can set a session duration limit (“Time Limit”). When it expires, the system ends the current session and blocks access to Services, even mid-game.

Temporary Account Restriction

You can voluntarily restrict access to your Account for a set period (self-exclusion). During this time:

login is blocked;

Services are unavailable;

any remaining funds are frozen until the restriction ends.

Access is automatically restored after the set period. Early restoration is not possible.

Setting Limits

You can configure limits:

independently via your Account interface (if available); or

by emailing support: **consult@vivardosupport.info**

Restrictions, Governing Law, and Jurisdiction

Governing Law

These Terms are governed by and interpreted in accordance with the laws of Curaçao, without regard to conflict-of-laws rules.

Notwithstanding the foregoing, the Company may seek judicial relief or interim measures in any jurisdiction where necessary to protect its rights and interests.

Territorial Responsibility

The Company does not guarantee that the Services comply with the laws of any particular country, including IP or gambling regulations. By accessing the Services, you do so at your own risk and are fully responsible for compliance with your jurisdiction's laws.

Service Use Restrictions

The User is expressly prohibited from:

- a) transferring, licensing, reselling, leasing, copying, distributing, or otherwise using the Services or any part thereof (including the Website) for commercial purposes;
- b) using framing technologies to imitate the Company's trade dress or trademarks;
- c) embedding metatags or other "hidden text" containing the Company's name, logo, or trademarks;
- d) modifying, adapting, disassembling, decompiling, reverse-engineering, or otherwise interfering with the Services' software structure, except as expressly permitted by law;
- e) using automated means (bots, scrapers, parsers, data extraction tools, etc.) to collect information from the Website, except allowances for search engines solely to display publicly available links (excluding cache or archives);
- f) using the Services to create a competing website, app, or platform;
- g) copying, distributing, reproducing, publishing, uploading, or transmitting any element of the Services without prior written permission, except as expressly provided in these Terms;
- h) removing or altering any legal notices, markings, or copyright protection labels within the Services.

Future Updates and Additions

All future versions, updates, features, or changes to the Services are also subject to these Terms. The Company, its affiliates, suppliers, and partners retain all rights not expressly granted to the User.

Any unauthorized or prohibited use of the Services results in immediate loss of all granted rights and licenses.

Legally Binding Agreement

Nothing on the Website, including these Terms, constitutes an offer by the Company to enter into a contract. The Website, Services, and any provided information constitute an invitation to treat (invitatio ad offerendum) only.

Offer Submission

The registration form completed by the User to create an Account is considered an offer—the User's proposal to enter into a legally binding contract with the Company.

The Company reserves the right, at its discretion, to accept or reject the offer without disclosing reasons and without any liability to the User or third parties.

Offer Acceptance and Contract Formation

The offer is accepted, and the contract concluded when the Company:
confirms successful completion of registration and identification (including KYC); and

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sends a Confirmation Email to the email provided at registration, notifying the User of Account creation and activation.

Only from this moment does the User gain full rights to use the Website's Services.

Right of Refusal

The Company may refuse to conclude a contract (including by rejecting the registration form) for any reason, at its discretion, and bears no liability to the User or third parties for such refusal.

Taxation

Unless expressly stated in writing by the Company, all prices, fees, commissions, and other monetary amounts indicated on the Website exclude taxes, duties, and levies that may be imposed by applicable law, including but not limited to:

- VAT;
- sales tax;
- GST;
- other mandatory payments ("Taxes").

User Obligations

You undertake, independently and in full, to:

determine applicable taxes, duties, and levies arising from the use of the Services, including tax

obligations on prizes and/or winnings;
fulfill all tax obligations under the laws of your residency or location;
file reports and pay taxes independently, without the Company's involvement.
Company Responsibility

The Company:

is not required to withhold, declare, or remit taxes on behalf of the User;
does not transmit information about the User's prizes, winnings, or payouts to tax or other
authorities of any jurisdiction, except as expressly required by law or court order;
is not responsible for consequences of the User's non-fulfillment of tax obligations.

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<https://www.vivardocasino.com/rules/19/286/17/26>, 4:19 PM **Game Provider Restrictions**

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Under license agreements and NetEnt policy, additional territorial restrictions apply to all Users.
The following NetEnt terms are a mandatory part of these Terms and apply regardless of a User's
citizenship, residency, or location.

This section is presented in the original English due to NetEnt legal requirements.

1. Absolute Restriction

United States of America, United Kingdom, Spain, France and Italy.

2. Blacklisted Territories

NetEnt content shall not be served in the following territories: Afghanistan, Albania, Algeria,
Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong
Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan,
Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad
and Tobago, Tunisia, Uganda, Yemen, Zimbabwe.

3. Regulated Territories (only permitted to offer if receipt of a license from the local regulator
which has been seen and approved by NetEnt): Belgium, Bulgaria, Czech Republic, Denmark,
Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden,
Switzerland, United Kingdom, United States of America.

4. Branded Game Territories

4.1. Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix, Motörhead and Conan cannot be
offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas,
Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel,
Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New
Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia,
Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France,
Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United
Kingdom, United States of America.

4.2. In addition to the jurisdictions set out in paragraph 4.1, Planet of the Apes Video Slot
must not be offered in the following territories: Azerbaijan, China, India, Malaysia, Qatar,
Russia, Thailand, Turkey, Ukraine.

4.3. Vikings Video Slot must not be offered in the additional jurisdictions: Afghanistan,
Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France,
Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar,
Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore,
South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of
America, Uganda.

4.4. In addition to the jurisdictions set out in paragraph 4.1, Narcos Video Slot must not be
offered in the following territories: China, Indonesia, South Korea.

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5. Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf
Man, Creature from the Black Lagoon and The Invisible Man), can only be played in the
following territories: Andorra, Armenia, Azerbaijan, Bosnia and Herzegovina, Brazil, Georgia,
Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, San Marino, Serbia,
Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic,
Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta,
Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

Force Majeure

The Company is not liable for any delays, failures, or non-performance caused by circumstances
beyond its reasonable control, including but not limited to: cyberattacks, strikes, resource
shortages, civil unrest, uprisings, fires, floods, storms, explosions, natural disasters, acts of war,
terrorism, government actions, changes in labor law, earthquakes, supply disruptions, excessive
internet load, technical failures, or third-party service outages ("Force Majeure").

If Force Majeure occurs, the Company is released from the affected obligations for the duration of

such circumstances, provided they directly prevent performance.

Severability and Waiver

If any provision of these Terms is found invalid, unlawful, or unenforceable in whole or in part, this does not affect the validity and enforceability of the remaining provisions, which remain in full force.

Failure or refusal by the Company at any time to enforce any provision, or the grant of any delay, concession, or other indulgence regarding the User's obligations, shall not be considered a waiver of rights and does not preclude their future exercise.

Any waiver of rights or provisions is valid only with the Company's explicit written confirmation.

Disclaimer of Warranties

The Website's Services and Content are provided "as is" and "as available." Vivardo provides no express, implied, statutory, or suggested warranties, including but not limited to fitness for a particular purpose, merchantability, uninterrupted use, non-infringement, accuracy, or completeness of information.

The Company does not warrant that:

the Services and/or Website will operate uninterrupted, error-free, securely, and at all times; technical issues, delays, data loss, or third-party failures will not affect access to the Services; errors will be corrected immediately or completely; coverage and quality will be stable regardless of location or network load.

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The Company may limit, suspend, or terminate access to the Services for maintenance, security, or other reasons, at its discretion.

Some jurisdictions do not allow the exclusion of implied warranties. In such cases, limitations apply to the maximum extent permitted by law.

Limitation of Liability

In no event shall the Company, its affiliates, employees, agents, partners, or licensors be liable for: any indirect, incidental, punitive, special, or consequential damages; loss of profits, data, goodwill, opportunity, or revenue; losses arising from inability to use the Services or access disruptions; interruptions, errors, or technical failures.

The Company's maximum aggregate liability to any User in connection with the Website or Services is limited to the greater of:

- a) the total amount paid by such User for the Services in the last three (3) calendar months; or
- b) €100 (one hundred euros).

Where liability limitations are not permitted, these provisions apply to the maximum extent allowed.

Indemnification

The User agrees to indemnify, defend, and hold harmless the Company, its affiliates, employees, directors, agents, suppliers, and successors from any claims, demands, losses, expenses, or costs (including reasonable legal fees) arising from:

the User's breach of these Terms;
infringement of third-party rights;
use of the Website and/or Services.

The Company reserves the right, at its discretion, to assume exclusive defense and control of any matter otherwise subject to indemnification by the User, without releasing the User's duty to cooperate.

Privacy Policy

The Company places top priority on protecting users' personal data and processes it in full accordance with the GDPR and other applicable laws.

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As a data subject, you have the following rights:

- a) Right of access — to request information about what personal data we process, to what extent, and for what purpose.
- b) Right to rectification — to request correction of inaccurate or outdated personal data.
- c) Right to erasure ("right to be forgotten") — to request deletion of your personal data, except where retention is required by law or regulation.
- d) Right to restriction — to temporarily restrict processing where certain grounds exist (e.g., data accuracy is contested).
- e) Right to object — to object to processing where it is based on the Company's legitimate interests.
- f) Right to data portability — to request transfer of data you provided in a structured, commonly used format, or directly to another controller where technically feasible.

g) Right to withdraw consent — to withdraw consent to processing at any time, where processing was based on consent.

All personal data you provide is processed strictly confidentially, following principles of lawfulness, minimization, accuracy, storage limitation, and integrity. To exercise the above rights, submit a request via the contact channels listed on the Website.

Processing Children's and Minors' Data

Services provided through the Vivardo Website are intended only for persons aged 21 or over. The Website and its games are not designed or intended for use by children or other minors. Account registration and participation in games or other Services are prohibited for persons under 21, regardless of jurisdiction.

No intentional collection of minors' data (GDPR). The Company confirms that it: does not intentionally collect or process personal data of children or minors under 21; will immediately delete any such information once it is discovered in our systems.

Notification Mechanism

If you know or suspect that a child under 16 or a minor under 21 has provided personal data without parental or guardian consent, please contact us immediately at:

consult@vivardosupport.info

Additional Information

Details on personal data processing, storage, and protection are available in our Privacy Policy, which forms an integral part of these Terms.

Changes to These Terms

Vivardo may, at any time and at its sole discretion, make changes, additions, or updates to these Terms and Conditions. Unless expressly stated otherwise in the new version, such changes take effect immediately upon publication on the Website.

You undertake to monitor these Terms for updates regularly. Your continued use of the Website and/or Services after changes take effect, as well as checking a consent box (if provided), constitutes your unconditional acceptance of the updated Terms.

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If you disagree with the amended terms, you must immediately stop using the Website and all Services provided through it.

Furthermore, when new games, features, services, or tools are launched, they are automatically subject to these Terms unless expressly stated otherwise by the Company.

Website Content, Ownership, and License

Definition of Content

"Website Content" means all information, text, images, graphics, software, audio and video materials, messages, and other materials, including related metadata, posted on the Website or provided when using the Services.

Ownership

All rights to the Website Content, including its structure, selection, layout, and software (including any updates and additions), belong to Vivardo and/or its licensors. This includes, in particular:

- exclusive economic and moral rights;
- domain name rights and related technical solutions;
- IP rights and distinctive signs.

Nothing in these Terms transfers any proprietary rights to the User, except as expressly licensed.

License

The User is granted a limited, personal, non-exclusive, non-transferable license to access and use the Website, Services, and Website Content solely for normal, good-faith use in accordance with these Terms and applicable law.

Prohibitions

You may not:

- copy, modify, distribute, publish, or otherwise use the Content beyond the scope of the license;
- use the Content for commercial or public purposes without the Company's written permission.

Updates and Modifications

The Company may unilaterally:

- change and/or update Website Content and/or Service functionality;
- implement automatic fixes, improvements, new versions, and other modifications without separate notice.

You agree such updates are part of the Services and apply to your use without additional consent.

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Complaint

Any Player wishing to submit a complaint may do so within six (6) months of the occurrence of the event in question or the settlement of the related wager under our Player Complaint Policy. Under no circumstances may the Player assign, sell, donate, lease, pledge, or otherwise transfer, in whole or in part, any claim they may have against the Company to any third party. In the event of a complaint concerning the provision of Services or conduct of the Company under these Terms, the Player must first contact the Customer Support Team. Should the initial response be considered unsatisfactory, the Player may request or access a formal Complaint Submission Form via Company's Website or Live Support 24/7.

While a sample Complaint Submission Form may be available on the Company's Website, for reasons of

authentication and player verification, complaints may only be submitted through Live Support 24/7 or via email to **consult@vivardosupport.info** as authorized channels.

Upon receipt of the completed Complaint Submission Form and successful verification of the Player's identity, the complaint shall be classified as a Reportable Complaint.

The Complaint Submission Form must include the following mandatory information:

- (a) Full name, residential address, and country of residence of the Player;
- (b) Account username or account number;
- (c) Date of the complaint and date of the incident being disputed;
- (d) A detailed description of the conduct or issue in question;
- (e) The disputed amount (if applicable);
- (f) Relevant URL(s), where applicable.

The Company shall acknowledge receipt of complaints within:

- (a) Two (2) business days for Responsible Gaming-related complaints;
- (b) One (1) week for all other complaints.

The Company aims to resolve Responsible Gaming complaints within five (5) business days. If additional time is required to issue a reasonable and informed decision, the resolution period may be extended by up to two (2) additional weeks. In the event of delays caused by lack of response or cooperation by the Player, an additional extension of two (2) weeks may be applied. Complaints unrelated to Responsible Gaming shall generally be resolved within four (4) weeks of acknowledgment. In the event of complexity or delayed communication from the Player, this period may be extended by an additional four (4) weeks. Any such extension shall be duly communicated.

Should the matter remain unresolved after the above steps, the Player may escalate the complaint to an Alternative Dispute Resolution (ADR) body, free of charge. All costs related to the ADR process shall be borne by the Company. Unless otherwise agreed, the ADR procedure shall commence no later than four (4) weeks following the date on which the ADR Notice is issued.

A decision rendered by an ADR entity shall be binding on both the Company and the Player. ADR proceedings are available only in the following circumstances:

- (a) The value of the complaint exceeds five thousand Euro (EUR 5,000); or

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- (b) The complaint concerns Responsible Gaming.

The Player may not initiate court proceedings or arbitration in relation to the dispute until the ADR process has either concluded or the Company has failed to participate therein, provided that the Player's right to pursue legal action is not adversely affected due to undue delay.

The Parties acknowledge that the Curaçao Gaming Authority (CGA) does not resolve individual Player complaints and shall not act as an ADR or escalation body. However, the CGA may be contacted by the

Player in cases involving suspected malpractice, license breaches, or for whistleblowing purposes.

The player has the right to make a complaint regarding any part of their relationship with the operator, or any incident related to their participation in a game of chance. This includes (but is not limited to):

- (a) Deposit issues;
- (b) Withdrawal issues;
- (c) Bonus terms and conditions;
- (d) Account closures or restrictions;
- (e) Alleged errors or unfairness in game outcomes;
- (f) Responsible gaming issues;
- (g) Treatment of player balances;
- (h) KYC and Verification;
- (i) Data Protection;
- (j) Technical or Software issues;

- (k) AML concerns;
- (l) Issues with minors;
- (m) Fraudulent games;
- (n) Fraudulent practices;
- (o) License or regulation;
- (p) Unfair terms and conditions;
- (q) Transition Deadline.

Feedback and Reviews

Suggestions and Proposals

By providing any suggestions, ideas, feedback, recommendations, or other input intended to improve the Services ("Suggestions"), you unconditionally agree that:

- a) From the moment of provision, all proprietary rights in the Suggestions, including exclusive rights to use, reproduce, modify, distribute, and otherwise dispose of them, are irrevocably and free of charge transferred to the Company without any remuneration, royalties, or compensation.
- b) To the maximum extent permitted by law, you waive all moral rights (including authorship and integrity of form) in the Suggestions.
- c) You unconditionally waive any present and future claims against the Company, its affiliates, successors, and representatives regarding the use or non-use of your Suggestions.
- d) This waiver and transfer take effect automatically without additional agreements or formalities.

Reviews

User reviews may be published on the Vivardo Website and may include personal data such as name, initials, and/or photo. "Reviews" include any comments, opinions, feedback, or other statements regarding the Website and/or Services, whether requested by the Company or voluntarily provided by the User.

By providing a Review, you agree that:

- a) The Company receives a non-exclusive, free, perpetual, worldwide right to use, reproduce, edit, publish, distribute, license, translate, and otherwise use your Review in any materials related to the Website and/or Services (including marketing, legal, reference, and other documents);
- b) You consent to displaying your name, initials, and/or photo with the Review if provided;
- c) You affirm the Review does not infringe third-party IP or other rights, including copyright, patents, rights of publicity, or trade secrets.

To withdraw consent or request deletion of a published Review, email:

consult@vivardosupport.info.

Language Clause

You acknowledge and agree that the original version of these Terms and Conditions is in English. In case of discrepancies between a translation and the English text, the English version prevails. All interpretations, applications, and disputes related to these Terms shall be considered solely on the basis of the English version.

Term of the Agreement

These Terms remain legally effective and fully applicable throughout your use of Vivardo's Services and while your Account remains active.

The Company reserves the right at any time to immediately terminate or suspend the Services, including Account access, without prior notice and without any obligations to the User, if:

- a breach of these Terms and/or other applicable provisions is established;
- there are suspicions of abuse, fraudulent activity, or other violations of the terms of use.

Upon termination of this Agreement or cessation of the Terms, all User rights to use the Services immediately cease.

Contact Information

If you have questions regarding these Terms and Conditions, contact our support team at:

consult@vivardosupport.info

If you have questions for the licensee, you may email: **licensing@gaming-curaçao.com**