

INTERNAL USE ONLY / STRICTLY CONFIDENTIAL

OPERATIONS MANUAL

INTERSEAL B.V.
Registration number: 163945
Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Center, Curaçao

KEY INFORMATION

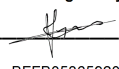
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APPROVAL AND SIGNATURE

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1. GLOSSARY. TERMS AND ABBREVIATIONS

- 1.1. Terms and Abbreviations in this Operations Manual shall be used in the same manner as used in the NATIONAL ORDINANCE of the 20th of December 2024 Containing Rules concerning Games of Chance – with all further updates and versions (hereinafter the "**National Ordinance on Games of Chance**").
- 1.2. When no special terms provided by the National Ordinance on Games of Chance, in this Operations Manual:
- 1.3. **Applicable law** – means all laws, regulations, ordinances, licensing requirements, regulatory guidelines, directives, and official policies governing gambling, gaming, betting, wagering, lotteries, games of chance, and remote gaming activities in or from Curaçao, including, without limitation, the National Ordinance on Games of Chance, as amended from time to time, together with all rules, instructions, and requirements issued by the Curaçao Gaming Authority (CGA) or any successor regulatory authority having jurisdiction over gambling activities in Curaçao.
- 1.4. **Account** – is an account held by an Account Holder, for bona fide transactions, with a strict aim to establish a normal commercial relationship with the Company and with the strict purpose of conducting gambling transactions.
- 1.5. **Access Control** – refers to the mechanisms and processes used to regulate who can access specific systems, applications, or data within the company. This includes authentication, authorization, and accounting processes that ensure only authorized individuals can access resources. Access control is enforced through technical controls such as passwords and multi-factor authentication, as well as administrative policies. The company maintains strict oversight of access permissions to prevent unauthorized use. This ensures that sensitive systems remain secure and protected from unauthorized activity.
- 1.6. **ADR** – Alternative Dispute Resolution.
- 1.7. **CGA** – the Curaçao Gaming Authority, official authority that strives to protect the interest of the public and the integrity and stability of the Curaçao gaming industry, by ensuring that all gaming is conducted honestly, responsibly, competitively and free from criminal and corruptive elements, thereby elevating the Curaçao gaming industry.
- 1.8. **Company** – Interseal B.V., a legal entity validly registered and existing under the laws of Curacao, identification number: 163945, address: Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Center, Curaçao.
- 1.9. **Customer** – an individual, who uses the Website and/or familiarizes himself with the provisions of the Website, these Policy and the provisions of other documents, and intends to register on the Website to participate in Gambling (acquire a Player status).
- 1.10. **NAF** – Netherlands Antillean guilder, the currency of Curaçao.
- 1.11. **Sensitive Data** – refers to any information that, if disclosed, altered, or destroyed, could negatively impact the company, its customers, or its operations. This includes personal data, financial information, authentication credentials, and proprietary business information. Sensitive data is subject to strict access controls and encryption requirements. The company classifies data based on its sensitivity level and applies appropriate protection measures accordingly. Proper handling of sensitive data is essential to maintaining trust and regulatory compliance.
- 1.12. **Security Incident** – refers to any event that compromises or has the potential to compromise the confidentiality, integrity, or availability of the company's systems or data. This includes unauthorized access, data breaches, malware infections, and system failures. Security incidents must be reported immediately and handled in accordance with the company's incident response procedures. The classification and severity of incidents determine the appropriate response actions. Accurate identification and reporting are essential for effective incident management.

- 1.13. **Third Parties** – any individuals and/or legal entities other than the User and/or the Player, in particular, but not exclusively: family members, spouses, friends, partners, counterparties, creditors, service providers, agents, etc.
- 1.14. **Operations Manual** – this Operations Manual of the Company, as amended from time to time, which sets out the Company’s operational framework, internal control principles, governance arrangements, and procedures for the lawful and compliant offering of Games of Chance.
- 1.15. **Gaming License** – the license, permit, authorization, or other regulatory approval issued by the competent authority in Curaçao that entitles the Company to organize, offer, or make available Games of Chance in or from Curaçao, subject to applicable conditions, limitations, and regulatory requirements.
- 1.16. **Games of Chance** – all games, gambling products, remote gaming activities, betting activities, or other chance-based offerings operated or made available by the Company through the Website, to the extent regulated under Applicable Law and the National Ordinance on Games of Chance.
- 1.17. **Player** – a natural person who has successfully registered an Account with the Company and is permitted, subject to Applicable Law and the Company’s policies, to participate in Games of Chance offered through the Website.
- 1.18. **KYC** – Know Your Customer, meaning the identification, verification, due diligence, and ongoing monitoring measures applied by the Company in relation to Players and other relevant persons in accordance with Applicable Law, AML/CFT requirements, and internal compliance procedures.
- 1.19. **AML/CFT** – anti-money laundering and counter-terrorist financing, including all laws, controls, procedures, monitoring, screening, reporting, and risk-management measures intended to prevent, detect, and respond to money laundering, terrorist financing, sanctions evasion, fraud, and related **financial crime risks**.
- 1.20. **Responsible Gaming** – the principles, tools, procedures, and protective measures implemented by the Company to promote safe and socially responsible participation in Games of Chance, prevent underage gambling, identify gambling-related harm, and support Player protection in accordance with Applicable Law and the Company’s internal policies.
- 1.21. **Complaint** – any expression of dissatisfaction, dispute, objection, or claim submitted by a Player or other eligible person concerning the Company’s services, account handling, transactions, gameplay, responsible gaming measures, verification process, or any other matter connected with participation in Games of Chance or the Player relationship with the Company.
- 1.22. **Terms and Conditions** – the general contractual terms, rules, and conditions published by the Company on the Website, as amended from time to time, governing the use of the Website, the registration and operation of Accounts, and participation in Games of Chance and related services.
- 1.23. **Self-Exclusion** – a Player-protection measure by which a Player voluntarily requests to be blocked from accessing the Account and participating in Games of Chance for a specified or indefinite period in accordance with Applicable Law, the Company’s Responsible Gaming Policy, and the Company’s operational procedures.
- 1.24. **Cooling-Off Period** – a temporary Player-initiated restriction period during which access to some or all gaming services may be limited or suspended in order to support responsible gaming and reduce the risk of harmful gambling behavior.
- 1.25. **Source of Funds** – the origin of the specific money, assets, or payment instruments used by a Player or other relevant person in connection with deposits, withdrawals, or other transactions conducted through the Website or otherwise related to the business relationship with the Company.
- 1.26. **Source of Wealth** – the lawful economic origin of a person’s overall assets, resources, or accumulated wealth, as assessed by the Company for AML/CFT, sanctions, fraud-prevention, or enhanced due diligence purposes where required.

- 1.27. **MLRO** – the Money Laundering Reporting Officer or other person designated by the Company to oversee AML/CFT reporting, suspicious activity escalation, internal compliance coordination, and related obligations under Applicable Law and the Company’s internal compliance framework.
- 1.28. **Sanctions** – any economic, financial, trade, travel, or other restrictive measures imposed by a competent authority, international organization, or applicable legal framework that prohibit, restrict, or condition dealings with certain persons, entities, countries, assets, activities, or transactions.
- 1.29. **Enhanced Due Diligence** – additional identification, verification, information-gathering, monitoring, approval, and control measures applied by the Company in higher-risk situations, including where heightened AML/CFT, sanctions, fraud, source-of-funds, source-of-wealth, or responsible gaming concerns are identified.
- 1.30. **RTP** – Return to Player, meaning the theoretical percentage of total wagers that a game is designed to return to Players over time in accordance with its approved rules, mathematical model, and technical configuration.
- 1.31. **PEP** – Politically Exposed Person, meaning a natural person who is or has been entrusted with a prominent public function, as well as such person’s family members and close associates where required by Applicable Law or the Company’s AML/CFT procedures.
- 1.32. **Suspicious Activity** – any conduct, behavior, account activity, transaction pattern, or other circumstance that may reasonably indicate money laundering, terrorist financing, sanctions evasion, fraud, identity misuse, collusion, or other unlawful, deceptive, or prohibited activity requiring review, escalation, or reporting.
- 1.33. **Suspicious Transaction** – a deposit, withdrawal, transfer, payment, wagering pattern, or **other** financial or account-related transaction that, by its nature, timing, amount, structure, origin, destination, or surrounding circumstances, may reasonably give rise to suspicion under the Company’s AML/CFT, fraud-prevention, or sanctions-control framework.
- 1.34. **Wallet** – an electronic wallet, Player balance ledger, digital asset wallet, or other stored-value payment or balance mechanism used to hold, transfer, receive, or disburse funds, digital assets, or gaming balances in connection with the Website and the Company’s services.
- 1.35. **Chargeback** – the reversal of a payment transaction initiated by a card issuer, payment service provider, financial institution, or other payment intermediary following a dispute, authorization issue, fraud claim, processing error, or other reason recognized under the applicable payment rules.
- 1.36. **Business Continuity** – the framework, plans, procedures, and operational arrangements designed to enable the Company to continue, resume, or recover critical functions during and after a disruption, incident, outage, or emergency affecting the Website or the licensed operation.
- 1.37. **Disaster Recovery** – the technical and operational measures, backup arrangements, failover procedures, and restoration processes established by the Company to recover systems, data, and critical services following a material technical failure, cyber incident, infrastructure outage, or other disruptive event.
- 1.38. **Segregation of Duties** – the allocation of responsibilities, permissions, approvals, and control activities among different persons or functions in order to reduce the risk of error, misuse, fraud, concealment, or unauthorized actions within the Company’s operations.
- 1.39. **Sanctions Screening** – the processes, systems, and controls used by the Company to identify, assess, and prevent dealings with persons, entities, wallets, jurisdictions, transactions, or activities that may be subject to Sanctions or related compliance restrictions under Applicable Law.
- 1.40. **Fraud** – any dishonest, deceptive, misleading, abusive, or unlawful act or omission intended to obtain an unfair advantage, financial benefit, unauthorized access, or other improper outcome in connection with the Website, the Account, payment transactions, Games of Chance, promotions, or the Company’s operations.

- 1.41. **Authentication** – the process of verifying the identity of a Player, employee, contractor, system user, device, or system process before access is granted to an Account, Website functionality, internal system, or protected information resource.
- 1.42. **Multi-Factor Authentication** – an Authentication method requiring two or more independent verification factors, such as a password, device, security code, biometric identifier, or other approved credential, in order to strengthen access security and reduce the risk of unauthorized access.
- 1.43. **Audit Trail** – a chronological and traceable record of actions, events, transactions, changes, approvals, or system activities that enables the Company to verify what occurred, when it occurred, by whom or by what process it was initiated, and what effect it had on the relevant record, system, or operation.
- 1.44. **Incident Response** – the procedures, controls, escalation steps, containment measures, investigation activities, recovery actions, and reporting arrangements used by the Company to identify, manage, remediate, and document Security Incidents, operational incidents, compliance breaches, or other disruptive or reportable events.
- 1.45. **Geographic Restriction** – any legal, regulatory, licensing, sanctions-related, risk-based, or operational restriction that limits or prohibits access to the Website, registration, payment functionality, promotional participation, or Games of Chance from certain countries, territories, locations, or users associated with such locations.
- 1.46. **Duplicate Account** – any second, additional, linked, or duplicate Account opened, controlled, used, or attempted to be used by or for the benefit of the same person or related persons in a manner not permitted by Applicable Law, the Terms and Conditions, or the Company’s internal controls and fraud-prevention procedures.
- 1.47. **Risk Indicator** – any fact, pattern, behavior, event, data point, or other circumstance that may reasonably suggest elevated compliance, fraud, responsible gaming, operational, security, or regulatory risk and that may require monitoring, review, escalation, or additional controls.
- 1.48. **Step-Up Verification** – additional verification or authentication measures required by the **Company** where heightened risk, unusual behavior, sensitive account activity, payment changes, or other triggering circumstances are identified, including requests for supplementary documents, liveness checks, re-authentication, or enhanced review.
- 1.49. **Watchlist** – any internal or external list, register, database, or screening source used by the Company to identify persons, entities, wallets, devices, jurisdictions, accounts, or other subjects associated with sanctions, fraud, self-exclusion, suspicious activity, heightened risk, or other compliance-related concerns.
- 1.50. **False Positive** – a screening alert, system match, risk flag, or other automated or manual indicator that initially appears to identify prohibited, suspicious, or higher-risk activity or a restricted person, but which is subsequently determined, following review, not to represent an actual match or relevant risk event.
- 1.51. **Beneficial Owner** – the natural person who ultimately owns, controls, or benefits from a legal entity, arrangement, account, transaction, or other relevant relationship, whether directly or indirectly, in accordance with Applicable Law and the Company’s AML/CFT procedures.
- 1.52. **Source of Income** – the lawful origin of a person’s regular earnings, revenue, compensation, or other recurring financial inflows, as assessed by the Company where relevant for KYC, AML/CFT, source-of-funds, source-of-wealth, fraud-prevention, or affordability-related review.
- 1.53. **Access Log** – a chronological record of login attempts, session activity, authentication events, access requests, permissions used, system connections, or other account or system access events maintained for security, audit, compliance, and operational review purposes.
- 1.54. **Material Incident** – any incident, breach, failure, outage, event, or control deficiency that has caused, or may reasonably be expected to cause, significant impact on regulatory compliance, Player

protection, operational continuity, financial integrity, information security, complaint handling, or the lawful and fair conduct of Games of Chance.

- 1.55. **Travel Rule** – the legal or regulatory requirement, where applicable, to collect, verify, retain, and transmit specified originator and beneficiary information in connection with certain transfers of virtual assets or funds in accordance with Applicable Law and the Company’s AML/CFT procedures.
- 1.56. **Liveness Check** – a verification measure used to assess whether a person presenting identity evidence is physically present and genuine at the time of verification, including through selfie, video, motion, biometric, or equivalent anti-spoofing procedures.
- 1.57. **Device Fingerprinting** – the collection and analysis of technical device, browser, network, and configuration characteristics for the purpose of identifying, linking, or risk-assessing devices used to access the Website or related systems, subject to Applicable Law and the Company’s privacy and security controls.
- 1.58. **Suspicious Activity Report** – any internal or external report, notification, referral, or filing prepared in relation to Suspicious Activity or a Suspicious Transaction in accordance with Applicable Law, the Company’s AML/CFT framework, and the reporting procedures applicable to the competent authority or internal control function.
- 1.59. **Trigger Event** – any event, threshold breach, change in circumstance, alert, or identified risk factor that requires or may require the Company to perform enhanced review, step-up verification, escalation, restriction, reporting, or other additional control measures.
- 1.60. **Compliance Review** – any review, assessment, investigation, or control procedure performed by or on behalf of the Company in order to evaluate adherence to Applicable Law, internal policies, licensing conditions, regulatory obligations, or identified compliance risks.
- 1.61. **Restricted Jurisdiction** – any country, territory, region, state, province, or other location from which access to the Website, registration, payment functionality, promotional activity, or participation in Games of Chance is prohibited, restricted, or limited under Applicable Law, licensing conditions, sanctions requirements, or the Company’s internal controls.
- 1.62. **Control Failure** – any instance in which a policy, procedure, system control, approval mechanism, monitoring measure, segregation arrangement, or other safeguard does not operate as intended, is bypassed, is absent where required, or otherwise fails to prevent, detect, or mitigate a relevant risk, breach, or irregularity.
- 1.63. **Tokenized Asset** – a digital representation of value, rights, or an underlying asset recorded or issued on a blockchain, distributed ledger, or similar technology, including where such representation is used for payment, settlement, custody, transfer, or account-funding purposes in accordance with Applicable Law.
- 1.64. **Hot Wallet** – a cryptocurrency or digital-asset wallet connected, directly or indirectly, to the internet or an online processing environment and used for operational liquidity, transaction processing, or the receipt and disbursement of digital assets.
- 1.65. **Cold Wallet** – a cryptocurrency or digital-asset wallet maintained offline or otherwise isolated from routine online access and used as a protective custody or reserve-storage measure intended to reduce the risk of unauthorized access, cyber compromise, or operational misuse.
- 1.66. **Reconciliation** – the process of comparing, matching, verifying, and resolving differences between balances, transactions, ledgers, reports, or other records across systems, providers, wallets, accounts, or control reports in order to confirm accuracy, completeness, and integrity.
- 1.67. **Maker-Checker Control** – a control mechanism under which one person initiates, prepares, or proposes a transaction, change, or decision and a separate authorized person independently reviews, approves, or rejects it before execution or final effect.

- 1.68. **Website** – the official Websites of the Company, on which Player may play the Gambling Games (<https://www.pd.games>).

2. GENERAL PROVISIONS

- 2.1. Our Company holds this Operations Manual with the aim to fulfill our obligations stated in the National Ordinance on Games of Chance – with all further updates and versions, and other acts, laws, bylaws issued by the Governor of Curaçao, Curaçao Gaming Authority, Financial Intelligence Unit (FIU) Curaçao, FATF etc. Therefore, our Company conducts its operations in accordance with applicable licensing, regulatory and compliance requirements and shall maintain internal procedures designed to ensure lawful, fair and transparent provision of the Website’s services.
- 2.2. Our Company may adopt and implement supplementary internal policies, controls and procedures relating to risk management, customer due diligence, responsible gaming, anti-money laundering, sanctions compliance and recordkeeping, to the extent required by applicable law or regulatory guidance.
- 2.3. This Operations Manual shall be read, interpreted, and applied together with all other internal policies, procedures, standards, and related governance documents of the Company, as amended from time to time. Such documents may include, without limitation, the Terms and Conditions, KYC/AML/CFT Policy, Privacy Policy, Responsible Gaming Policy, Complaints and Dispute Resolution Policy, Information Security Policy, payment and fraud-prevention procedures, and any other internal rules or control documents adopted by the Company in order to comply with applicable law, regulatory requirements, licensing conditions, and operational needs. In the event of any inconsistency, the Company shall interpret and apply such documents in a manner that best supports compliance with Applicable Law and the protection of Players, regulatory integrity, and operational control.
- 2.4. Where required for regulatory, operational or security purposes, our Company reserves the right to review, monitor and update its operational framework and the functionality of the Website in order to preserve service integrity, protect Players and ensure continued compliance with all applicable obligations.
- 2.5. Interseal B.V. registered in Curacao and owns the Website - <https://www.pd.games>. The Website is licensed by Curaçao Gaming Control Board.

3. GENERAL OBLIGATIONS

- 3.1. Without, or contrary to, a CGA-issued Gaming License, or without any other legal authority to do so, it is not allowed to organize, or provide the opportunity to play, any Game of Chance in or from Curaçao. Our Company shall block and suspend all attempts to visit our Website from Curaçao and/or Netherlands.
- 3.2. It is not allowed to act in violation of any of the terms, conditions, and restrictions attached to our Gaming License. The Company shall conduct its activities strictly within the scope of the authorizations granted under the applicable license and in accordance with all requirements imposed by the competent regulatory authority (CGA). Any act or omission that may result in a breach, suspension, limitation, or revocation of the Gaming License is strictly prohibited. All employees, officers, contractors, and service providers acting on behalf of the Company shall comply with the licensing conditions relevant to their duties and shall immediately report any actual or suspected non-compliance. The Company reserves the right to take any corrective, preventive, or disciplinary measures necessary to ensure continued compliance with the Gaming License and Applicable law.
- 3.3. It is not allowed to transfer our Gaming License or to assign, sublicense, lease, delegate, or otherwise permit the use of the Gaming License by any other person or entity, whether under contract or otherwise, in any form. The Gaming License is personal to the licensed operator and may be used solely by the Company within the scope of the authorization granted by the competent regulatory authority. Any arrangement, understanding, or transaction intended to allow a third party to operate under, benefit from, or rely upon the Company’s Gaming License without prior regulatory approval is strictly prohibited. The Company shall ensure that all business activities, technical operations, and contractual

relationships are structured in a manner that does not constitute an unauthorized transfer, sharing, or misuse of the Gaming License. Any suspected or actual attempt to circumvent these restrictions shall be treated as a serious compliance breach and may result in immediate corrective action, suspension of relevant activities, and notification to the competent authority where required.

- 3.4. It is not allowed to provide the opportunity to play a Nonprofit Game if notice of such game was not given to the CGA at least four weeks in advance. Any person or entity intending to organize, promote, or otherwise make available a Nonprofit Game shall ensure that the required notice is submitted in full, accurately, and within the prescribed timeframe specified by Applicable Law and regulatory guidance. Such notice shall contain all information, documents, and supporting materials required by the competent authority to assess the proposed activity. No Nonprofit Game may be conducted unless and until all applicable notification requirements have been properly fulfilled and any additional instructions of the CGA have been observed. Failure to comply with these requirements may result in the prohibition, suspension, or other regulatory consequences in respect of the relevant activity.
- 3.5. Our Company shall provide all information and submit all records required to review the business activity with a view to guaranteeing the safe, responsible, transparent, and reliable offering of Games of Chance.
- 3.6. Our Company realize that in case of License Violations or Violations or Applicable Law, The CGA may suspend a Gaming License in whole or in part for up to three months on grounds of grave suspicions that there exists a ground to revoke the license.

4. DESCRIPTION OF THE GAMES OF CHANCE OFFERED VIA THE WEBSITE

- 4.1. The Company operates an online gaming platform accessible via its Website and/or mobile applications, through which registered users may participate in various remote games of chance in accordance with the laws and regulations of Curaçao, including the National Ordinance on Games of Chance.
- 4.2. The games of chance offered by the Company shall include, with limitation, the following categories:
 - 4.2.1. Casino Games. Online casino games made available through random number generator ("RNG") technology and/or live dealer systems, including: Slot games; Roulette; Blackjack; Baccarat; Craps; Wheel games.
 - 4.2.2. Live Dealer Games. Real-time casino games streamed from licensed studios or gaming environments where Players participate remotely through electronic communication systems and interact with live dealers.
 - 4.2.3. Virtual and Instant Win Games. Digitally generated games based on RNG mechanics, including instant win, crash, arcade-style, lottery-style, and number-based games.
 - 4.2.4. Promotional Gaming Activities. Bonus games, tournaments, jackpots, loyalty programs, prize campaigns, and promotional competitions connected to the gaming services offered via the Website, where permitted by applicable law.
- 4.3. All games are offered exclusively through electronic communication systems and are accessible only to users who have successfully completed the Company's registration, verification, age-verification, and compliance procedures in accordance with Curaçao law, anti-money laundering regulations, responsible gaming obligations, and the Company's internal compliance policies.
- 4.4. The Company reserves the right to add, remove, suspend, or modify any game, betting market, tournament, or gaming feature at its sole discretion and subject to applicable regulatory approval and licensing requirements imposed by the Curaçao Gaming Authority ("CGA") or any competent authority.
- 4.5. Our Company shall not provide other Games of Chance via the Website without specified them in this Operations Manual.

5. SLOT GAMES

- 5.1. Slot games are games of chance operated through Random Number Generator ("RNG") technology or equivalent certified gaming systems. The Company may offer various categories of slot games, including: Classic slots; Video slots; Progressive jackpot slots; Megaways-style slots; Branded slots; Bonus-feature slots; Instant spin or turbo slots. Slot Games rules in general include:
 - 5.1.1. All slot games are operated pursuant to the Company's Curaçao gaming license and applicable regulatory requirements.
 - 5.1.2. The Company shall restrict or refuse access to Players located in prohibited jurisdictions and Curaçao/Netherlands.
 - 5.1.3. Outcomes of spins, bonus rounds, jackpots, and all other game features are determined randomly and independently.
 - 5.1.4. Previous game outcomes do not influence future outcomes.
 - 5.1.5. Players may place bets only within the minimum and maximum stake limits displayed in the relevant game.
 - 5.1.6. All wagers are deemed accepted once the Player initiates the spin or confirms the wager.
 - 5.1.7. Insufficient balance will result in rejection of the wager. Our Company may establish additional betting limits in accordance with responsible gaming obligations or regulatory requirements.
 - 5.1.8. Winning combinations, paylines, symbols, payout structures, bonus mechanics, and jackpot rules are described within each individual slot game.
 - 5.1.9. Winnings are credited to the Player account automatically after completion of the game round, subject to verification and system validation.
 - 5.1.10. In the event of system malfunction, interrupted gameplay, or technical error, all affected bets, wins, or game outcomes may be declared void.
 - 5.1.11. Progressive jackpot payouts may be subject to additional verification procedures.
 - 5.1.12. Certain slot games may include: Free spins; Multipliers; Bonus rounds; Gamble features; Cascading reels; Expanding wilds; Jackpot features. Bonus features are governed by the rules displayed within each game and any applicable promotional terms.
 - 5.1.13. Promotional free spins and bonus balances may be subject to wagering requirements and additional restrictions.
- 5.2. Malfunctions and Technical Errors. In the event of: System malfunction; Software bug; Connectivity interruption; Human error; Incorrect payout; RNG malfunction; Display error - all affected game rounds, payouts, or winnings may be declared void.
- 5.3. The Company reserves the right to: Correct errors; Reverse incorrect winnings; Suspend affected accounts pending investigation.
- 5.4. Players must not: Use automated software, bots, scripts, or artificial intelligence tools; Exploit bugs, glitches, or technical vulnerabilities; Engage in fraudulent, collusive, or abusive activity; Manipulate bonus systems or promotional campaigns.
- 5.5. The Company may suspend or terminate Accounts involved in prohibited conduct and confiscate related winnings where permitted by law.
- 5.6. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant slot game provider and displayed within the applicable slot game interface or help section. By participating in a particular slot game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general slot game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

6. ROULETTE GAMES

- 6.1. This section regarding Roulette Games govern the participation of registered Players in all roulette games offered by the Company through its licensed online gaming platform operating under the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By accessing or participating in any roulette game available on the Website or mobile platform, the Player confirms acceptance of these Rules together with the Company's general Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any specific game instructions applicable to a particular roulette variant. These Rules apply to all forms of roulette made available by the Company, including but not limited to European Roulette, American Roulette, French Roulette, Auto Roulette, RNG Roulette, Live Dealer Roulette, and other related variations or promotional formats.
- 6.2. Participation in roulette games is strictly limited to Customers who have reached the minimum legal gambling age applicable in their jurisdiction and who are legally permitted to engage in online gambling activities under the laws governing their place of residence. Players must successfully complete all registration, identity verification, age verification, and compliance procedures required by the Company before being permitted to place wagers or withdraw winnings. The Company reserves the right to suspend, restrict, or terminate access to roulette games where a Player fails to provide requested verification documentation or where participation may violate applicable laws, sanctions, anti-money laundering regulations, or internal compliance procedures. Employees, directors, affiliates, service providers, and any persons otherwise restricted by law or Company policy are prohibited from participating in the roulette games operated by the Company.
- 6.3. Roulette is a game of chance in which the outcome is determined either by a certified Random Number Generator ("RNG") system or by the physical operation of a roulette wheel conducted by a live dealer and transmitted electronically to Players through streaming technology. Players place wagers on predicted outcomes, including specific numbers, groups of numbers, colors, odd/even designations, ranges, columns, dozens, or other available betting options displayed within the relevant game interface. All game outcomes are random and independent, and neither previous results nor betting patterns have any influence over future outcomes. The Company does not guarantee winnings or any particular return to Players, and all roulette games are operated in accordance with approved gaming software and applicable regulatory standards intended to ensure fairness and integrity.
- 6.4. Players may place wagers only within the minimum and maximum betting limits displayed in the applicable roulette game at the time the wager is made. A wager becomes final and irrevocable once the betting period closes and the Player's stake has been accepted by the gaming system. Bets cannot be cancelled, modified, or withdrawn after the close of betting. The Company reserves the right to reject or void any wager that is incomplete, improperly transmitted, affected by technical malfunction, placed outside permitted limits, or otherwise inconsistent with these Rules or applicable regulatory obligations. Where insufficient account balance exists at the time of wager placement, the relevant bet shall not be accepted. Certain roulette games may contain special betting features, repeat betting options, racetrack betting, neighbor betting, or automated wager functions, all of which shall remain subject to the limits and rules displayed within the specific game.
- 6.5. The winning result in a roulette game is determined by the final number and position in which the roulette ball lands, or by the corresponding result generated by the certified RNG system in virtual roulette games. All payouts are calculated according to the payout table and betting structure applicable to the specific roulette variant offered on the platform. Winning amounts are automatically credited to the Player's account following completion and validation of the game round. In the event of discrepancies between the displayed result and the result recorded by the Company's gaming servers, the server record shall prevail and be considered final and binding. The Company reserves the

right to delay, suspend, adjust, or void payouts where necessary to investigate technical issues, irregular gameplay, suspected fraud, collusion, or compliance concerns.

- 6.6. For live dealer roulette games, gameplay is streamed in real time from licensed studios or approved gaming premises using audiovisual communication systems. Players acknowledge that live games may be subject to delays, transmission interruptions, latency issues, or temporary disruptions caused by internet connectivity, hardware failures, or technical maintenance. The official result of a live roulette game shall be the result confirmed by the dealer and recorded within the Company's gaming system. In cases involving human error by the dealer, wheel imbalance, incorrect announcements, or other operational irregularities, the Company and the game provider reserve the right to correct, cancel, or void affected rounds where necessary to preserve fairness and compliance with gaming regulations.
- 6.7. The Company maintains gaming systems designed to ensure fair and reliable operation; however, Players acknowledge that technical malfunctions, software defects, communication failures, or unforeseen operational issues may occasionally occur. In the event of any malfunction, interruption, software error, incorrect payout, corrupted game data, duplicate transaction, unauthorized interference, or force majeure event affecting the integrity of the roulette game, all related bets, payouts, and game outcomes may be declared void. The Company reserves the right to correct account balances, reverse erroneous winnings, suspend access to affected games, and undertake investigations where required. A malfunction voids all affected plays and pays.
- 6.8. Players are required to participate in roulette games honestly and in good faith. Any form of cheating, fraud, collusion, manipulation, or abuse of the gaming platform is strictly prohibited. Players may not use automated betting systems, bots, scripts, artificial intelligence tools, software designed to gain unfair advantage, or any method intended to manipulate the normal operation of the games. Exploitation of software vulnerabilities, game errors, promotional abuse, coordinated betting schemes, or suspicious transactional activity may result in immediate suspension or termination of the Player account, confiscation of winnings, cancellation of wagers, and reporting to competent authorities where required by law. The Company retains sole discretion in determining whether activity constitutes prohibited conduct under these Rules.
- 6.9. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant Roulette game provider and displayed within the applicable Roulette game interface or help section. By participating in a particular Roulette game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general Roulette game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

7. BLACKJACK GAMES

- 7.1. Blackjack Games govern the participation of registered Players in all blackjack games offered by the Company through its licensed online gaming platform operating under the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By accessing, registering for, or participating in any blackjack game available on the Company's Website or mobile application, the Player confirms acceptance of these Rules together with the Company's Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any specific rules applicable to a particular blackjack variant or promotional campaign. These Rules apply to all blackjack games provided by the Company, including but not limited to RNG Blackjack, Live Dealer Blackjack, Classic Blackjack, European Blackjack, Atlantic City Blackjack, Infinite Blackjack, Multi-Hand Blackjack, Speed Blackjack, and other blackjack variations that may be made available from time to time.
- 7.2. Participation in blackjack games is restricted to individuals who have attained the minimum legal gambling age applicable in their jurisdiction and who are legally permitted to participate in online gambling activities under the laws governing their country of residence or access. Prior to participating

in blackjack games, Players must complete all registration, identity verification, age verification, and compliance procedures required by the Company. The Company reserves the right to request additional documentation, conduct enhanced due diligence reviews, or suspend access to blackjack games where necessary to comply with applicable legal, regulatory, anti-money laundering, or responsible gaming obligations. Employees, directors, affiliates, contractors, service providers, and any persons otherwise restricted by law or Company policy are prohibited from participating in blackjack games operated by the Company.

- 7.3. Blackjack is a card game in which Players compete against the dealer with the objective of achieving a hand value closer to twenty-one (21) than the dealer's hand, without exceeding twenty-one. Blackjack games offered by the Company may be operated through certified Random Number Generator ("RNG") software or through live dealer systems streamed electronically from licensed studios or approved gaming environments. The value of cards is determined according to standard blackjack rules, where numbered cards retain their face value, face cards count as ten, and aces may count as either one or eleven depending on the most favorable outcome for the hand. The Company may offer blackjack games with differing rule sets, payout structures, side bets, deck quantities, or gameplay features, all of which shall be described within the relevant game interface. All outcomes are determined fairly and independently in accordance with approved gaming systems and applicable regulatory standards.
- 7.4. Players may place wagers only within the minimum and maximum betting limits displayed within the applicable blackjack game. A wager is deemed accepted once the Player confirms the bet and the game round commences. After cards have been dealt, wagers may not be cancelled, withdrawn, or amended except where expressly permitted by the rules of the specific game. Depending on the blackjack variant, Players may have access to gameplay decisions including "Hit," "Stand," "Double Down," "Split," "Insurance," "Surrender," or side betting options. The availability of such features may vary between games and shall remain subject to the conditions displayed within the relevant game interface. The Company reserves the right to reject or void any wager that is incomplete, improperly transmitted, placed outside applicable limits, affected by technical malfunction, or otherwise inconsistent with these Rules or applicable regulatory obligations.
- 7.5. The outcome of a blackjack game is determined by the final value of the Player's hand compared to the dealer's hand in accordance with the applicable game rules. A winning blackjack hand is generally one that totals closer to twenty-one than the dealer's hand without exceeding twenty-one, or where the dealer exceeds twenty-one and "busts." A "Blackjack" or "Natural Blackjack" typically consists of an ace combined with a ten-value card dealt as the initial two-card hand and may be paid according to the payout ratio specified within the relevant game. All winnings are automatically credited to the Player's account following completion and validation of the game round. In the event of discrepancies between displayed game information and the data recorded on the Company's gaming servers, the server records shall prevail and be considered final and binding. The Company reserves the right to delay, suspend, adjust, or void payouts where necessary to investigate irregularities, suspected fraud, technical issues, or compliance concerns.
- 7.6. For live dealer blackjack games, gameplay is conducted in real time and transmitted electronically through audiovisual streaming systems from licensed studios or approved gaming premises. Players acknowledge that live games may be affected by internet latency, connectivity interruptions, transmission delays, or technical malfunctions beyond the Company's reasonable control. The official outcome of each game round shall be the result recorded within the Company's gaming system and confirmed by the live dealer and associated game provider. In circumstances involving dealer error, incorrect card exposure, misapplied rules, shuffling errors, technical disruption, or other operational irregularities, the Company and the game provider reserve the right to correct, suspend, or void affected game rounds where necessary to preserve fairness, integrity, and regulatory compliance.

- 7.7. The Company employs gaming systems and operational controls designed to ensure the integrity and reliability of blackjack gameplay; however, Players acknowledge that technical malfunctions, communication interruptions, software defects, display errors, or unforeseen operational issues may occasionally occur. In the event of any system malfunction, corrupted game round, incorrect payout, software bug, duplicated transaction, unauthorized interference, or force majeure event affecting the integrity of a blackjack game, all affected wagers, payouts, and game outcomes may be declared void. The Company reserves the right to reverse erroneous winnings, correct account balances, suspend access to affected games, and conduct investigations where required. A malfunction voids all affected plays and pays.
- 7.8. Players are required to participate in blackjack games fairly, lawfully, and in good faith. The use of automated betting systems, bots, scripts, artificial intelligence tools, card-counting software integrated with external systems, exploitative gameplay techniques, or any software or method intended to gain an unfair advantage over the gaming platform is strictly prohibited. Players may not engage in collusion, chip dumping, bonus abuse, manipulation of game mechanics, exploitation of software vulnerabilities, or any fraudulent or suspicious activity. The Company reserves the right to suspend or terminate Player accounts, confiscate winnings, cancel wagers, and report suspicious conduct to competent regulatory or law enforcement authorities where required by applicable law or regulatory obligations.
- 7.9. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant Blackjack game provider and displayed within the applicable Blackjack game interface or help section. By participating in a particular Blackjack game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general Blackjack game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

8. BACCARAT GAMES

- 8.1. These General Rules for Baccarat Games govern the participation of registered Players in all baccarat games offered by the Company through its licensed online gaming platform operated in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By accessing or participating in any baccarat game made available on the Company's Website or mobile platform, the Player confirms acceptance of these Rules together with the Company's Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any game-specific rules applicable to a particular baccarat variant or promotional activity. These Rules apply to all baccarat games offered by the Company, including but not limited to Punto Banco, Mini Baccarat, Live Baccarat, RNG Baccarat, Speed Baccarat, No Commission Baccarat, Squeeze Baccarat, and any other baccarat variations that may be introduced from time to time.
- 8.2. Participation in baccarat games is permitted only to persons who have reached the minimum legal gambling age applicable in their jurisdiction and who are legally authorized to engage in online gambling activities under the laws governing their place of residence or access. Prior to participating in baccarat games, Players must complete all registration, account verification, identity verification, age verification, and compliance procedures required by the Company. The Company reserves the right to request additional information or documentation at any time in order to comply with applicable legal, regulatory, anti-money laundering, sanctions screening, and responsible gaming obligations. Access to baccarat games may be suspended, restricted, or terminated where the Company determines that a Player has failed to comply with applicable legal requirements, internal compliance procedures, or these Rules. Employees, affiliates, contractors, service providers, and any individuals otherwise prohibited by law or Company policy are not permitted to participate in baccarat games offered by the Company.

- 8.3. Baccarat is a game of chance in which Players wager on one of several possible outcomes, typically whether the “Player” hand or the “Banker” hand will achieve a total value closer to nine, or whether the game will result in a tie. Baccarat games may be operated through certified Random Number Generator (“RNG”) software or through live dealer systems streamed electronically from licensed studios or approved gaming premises. Card values are calculated in accordance with standard baccarat rules, whereby cards two through nine retain their numerical value, tens and face cards count as zero, and aces count as one. If the total value of a hand exceeds nine, only the last digit of the total is counted. The dealing of additional cards is governed by predefined baccarat drawing rules that apply automatically within the relevant game. All outcomes are determined fairly and independently in accordance with approved gaming systems and applicable regulatory standards, and the Company does not guarantee winnings or any particular gaming result.
- 8.4. Players may place wagers only within the minimum and maximum betting limits displayed within the relevant baccarat game at the time the wager is made. Bets may typically be placed on the “Player,” “Banker,” or “Tie” outcomes, and certain baccarat variants may additionally offer side bets, bonus wagers, pair bets, dragon bets, lucky bonus bets, or other optional betting features. A wager is deemed accepted once the Player confirms the bet and the betting period closes. Following the commencement of a game round, wagers may not be cancelled, modified, or withdrawn unless expressly permitted within the specific game interface. The Company reserves the right to reject or void any wager that is incomplete, improperly transmitted, placed outside permitted limits, affected by technical malfunction, or otherwise inconsistent with these Rules or applicable legal and regulatory obligations.
- 8.5. The result of a baccarat game is determined by the final value of the Player and Banker hands in accordance with the applicable drawing rules of the specific baccarat variant. Winning payouts are calculated according to the payout table displayed within the relevant game and may vary depending on the type of wager placed. Certain bets, including Banker wagers, may be subject to commission deductions where applicable under the specific game rules. All winnings are automatically credited to the Player’s account following completion and validation of the game round. In the event of discrepancies between the result displayed to the Player and the data recorded on the Company’s gaming servers, the server records shall prevail and be considered final and binding. The Company reserves the right to suspend, adjust, delay, or void payouts where necessary to investigate technical issues, suspicious activity, irregular gameplay, or compliance-related concerns.
- 8.6. For live dealer baccarat games, gameplay is conducted in real time and transmitted electronically through audiovisual streaming systems from licensed studios or approved gaming premises. Players acknowledge that live games may occasionally be affected by transmission delays, internet connectivity interruptions, hardware failures, or technical issues beyond the reasonable control of the Company. The official outcome of each baccarat game shall be the result confirmed by the live dealer and recorded within the Company’s gaming system. In circumstances involving dealer error, incorrect card exposure, procedural irregularities, shuffling issues, technical malfunction, or operational disruption, the Company and the relevant game provider reserve the right to correct, suspend, or void affected game rounds where necessary to maintain fairness, integrity, and compliance with applicable gaming regulations.
- 8.7. The Company utilizes gaming systems, security protocols, and operational controls designed to ensure the integrity and reliability of baccarat gameplay; however, Players acknowledge that technical malfunctions, software defects, communication failures, display errors, or unforeseen operational problems may occasionally occur. In the event of any malfunction, corrupted game round, incorrect payout, software bug, duplicate transaction, unauthorized interference, or force majeure event affecting the integrity of the baccarat games, all affected wagers, payouts, and game outcomes may be declared void. The Company reserves the right to reverse erroneous winnings, correct account

balances, suspend access to affected games, and undertake investigations where necessary. A malfunction voids all affected plays and pays.

- 8.8. Players are required to participate in baccarat games honestly, fairly, and in good faith. The use of automated betting systems, bots, scripts, artificial intelligence tools, exploitative software, or any technology or method designed to gain an unfair advantage over the gaming platform is strictly prohibited. Players may not engage in fraudulent conduct, collusion, bonus abuse, game manipulation, exploitation of software vulnerabilities, coordinated betting strategies intended to circumvent gaming rules, or any activity that may compromise the integrity of the baccarat games or the Company's operations. The Company reserves the right to suspend or terminate Player accounts, confiscate winnings, void wagers, and report suspicious conduct to competent regulatory, enforcement, or supervisory authorities where required by applicable law or regulatory obligations.
- 8.9. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant Baccarat game provider and displayed within the applicable Baccarat game interface or help section. By participating in a particular Baccarat game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general Baccarat game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

9. CRAPS GAMES

- 9.1. These General Rules for Craps Games govern the participation of registered Players in all craps games offered by the Company through its licensed online gaming platform operated in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By accessing or participating in any craps game available through the Company's Website or mobile application, the Player confirms acceptance of these Rules together with the Company's Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any specific rules applicable to a particular craps variation, promotional feature, or side bet. These Rules apply to all craps games offered by the Company, including but not limited to RNG Craps, Live Dealer Craps, Simplified Craps, Speed Craps, Dice Table Games, and other related variations or electronic dice games that may be introduced from time to time.
- 9.2. Participation in craps games is restricted to individuals who have attained the minimum legal gambling age applicable in their jurisdiction and who are legally authorized to participate in online gambling activities under the laws governing their country of residence or access. Prior to participating in craps games, Players must successfully complete all account registration, identity verification, age verification, and compliance procedures required by the Company. The Company reserves the right to request additional information or documentation at any time in order to comply with applicable legal obligations, anti-money laundering requirements, sanctions screening obligations, and responsible gaming measures. Access to craps games may be restricted, suspended, or terminated where the Company determines that a Player has failed to comply with applicable laws, internal compliance procedures, or these Rules. Employees, affiliates, contractors, service providers, and other persons restricted by law or Company policy are prohibited from participating in craps games operated by the Company.
- 9.3. Craps is a game of chance based on the outcome of dice rolls, in which Players place wagers on the result of one or more throws of a pair of dice. Craps games offered by the Company may be operated through certified Random Number Generator ("RNG") software or through live dealer systems transmitted electronically from licensed studios or approved gaming premises. Depending on the specific game variation, Players may place wagers on outcomes including, but not limited to, Pass Line, Don't Pass, Come, Don't Come, Field Bets, Place Bets, Proposition Bets, Hardways, Odds Bets, and other betting options available within the relevant game interface. The rules governing the progression of

gameplay, point establishment, winning combinations, and payout structures shall be determined in accordance with the rules displayed within the applicable craps game. All outcomes are random, independent, and generated in accordance with approved gaming systems and applicable regulatory standards intended to ensure fairness and integrity.

- 9.4. Players may place wagers only within the minimum and maximum betting limits displayed in the relevant craps game at the time the wager is made. A wager becomes final and irrevocable once the Player confirms the wager and the betting period for the relevant game round has closed. Following the commencement of a roll or game sequence, wagers may not be cancelled, withdrawn, or amended unless expressly permitted within the game interface. Certain craps games may permit multiple simultaneous wagers, combination bets, repeat betting functions, or automated betting features, all of which remain subject to the applicable game rules and betting limitations. The Company reserves the right to reject or void any wager that is improperly transmitted, incomplete, placed outside permitted limits, affected by technical malfunction, or otherwise inconsistent with these Rules or applicable regulatory obligations.
- 9.5. The outcome of a craps game is determined by the result of the dice roll generated either physically in a live dealer environment or electronically through certified RNG systems. Winning wagers and payouts are determined according to the payout tables, odds structures, and betting rules applicable to the specific craps variation offered by the Company. Payout ratios may vary depending on the type of wager placed and the statistical probability associated with the relevant outcome. All winnings are automatically credited to the Player's account following completion and validation of the relevant game round. In the event of discrepancies between information displayed to the Player and the data recorded on the Company's gaming servers, the server records shall prevail and be considered final and binding. The Company reserves the right to delay, adjust, suspend, or void payouts where necessary to investigate technical issues, irregular gameplay, suspicious activity, or compliance-related concerns.
- 9.6. For live dealer craps games, gameplay is conducted in real time and streamed electronically through audiovisual systems from licensed gaming studios or approved premises. Players acknowledge that live games may occasionally be affected by transmission delays, connectivity interruptions, hardware failures, or technical issues beyond the reasonable control of the Company. The official outcome of each game round shall be the result confirmed by the live dealer and recorded within the Company's gaming systems. In cases involving dealer error, invalid dice rolls, procedural irregularities, technical disruption, or operational malfunction, the Company and the relevant game provider reserve the right to correct, suspend, or void affected game rounds where necessary to preserve fairness, integrity, and compliance with applicable gaming regulations.
- 9.7. The Company maintains gaming systems, operational controls, and security procedures designed to ensure the integrity and reliability of craps gameplay; however, Players acknowledge that technical malfunctions, software defects, communication failures, display errors, or unforeseen operational issues may occasionally occur. In the event of any malfunction, corrupted game round, software bug, incorrect payout, duplicate transaction, unauthorized interference, or force majeure event affecting the integrity of the craps games, all affected wagers, payouts, and game outcomes may be declared void. The Company reserves the right to reverse erroneous winnings, correct account balances, suspend access to affected games, and conduct investigations where required. A malfunction voids all affected plays and pays.
- 9.8. Players are required to participate in craps games honestly, lawfully, and in good faith. The use of automated betting systems, bots, scripts, artificial intelligence tools, exploitative software, or any technology or method designed to gain an unfair advantage over the gaming platform is strictly prohibited. Players may not engage in fraudulent activity, collusion, bonus abuse, coordinated betting schemes, manipulation of game mechanics, exploitation of software vulnerabilities, or any conduct

intended to compromise the integrity of the craps games or the Company's operations. The Company reserves the right to suspend or terminate Player accounts, confiscate winnings, void wagers, and report suspicious conduct to competent regulatory or law enforcement authorities where required by applicable law or regulatory obligations.

- 9.9. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant Craps game provider and displayed within the applicable Craps game interface or help section. By participating in a particular Craps game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general Craps game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

10. WHEEL GAMES

- 10.1. These General Rules for Wheel Games govern the participation of registered Players in all wheel-based games of chance offered by the Company through its licensed online gaming platform operated in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By accessing or participating in any wheel game made available through the Company's Website or mobile application, the Player confirms acceptance of these Rules together with the Company's Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any specific rules applicable to a particular wheel game, promotional feature, jackpot mechanic, or bonus functionality. These Rules apply to all wheel-based games offered by the Company, including but not limited to Money Wheel Games, Big Wheel Games, Dream Catcher-style games, Wheel of Fortune-style games, RNG Wheel Games, Live Dealer Wheel Games, multiplier wheel games, prize wheel games, and any other wheel-based variations or derivative formats that may be introduced from time to time.
- 10.2. Participation in wheel games is strictly limited to individuals who have attained the minimum legal gambling age applicable in their jurisdiction and who are legally authorized to participate in online gambling activities under the laws governing their place of residence or access. Prior to accessing wheel games, Players must successfully complete all account registration, identity verification, age verification, and compliance procedures required by the Company. The Company reserves the right to request additional documentation or information at any time in order to comply with applicable legal obligations, anti-money laundering requirements, sanctions screening obligations, and responsible gaming measures. Access to wheel games may be suspended, restricted, or terminated where the Company determines that a Player has violated applicable laws, failed to satisfy verification requirements, or otherwise breached these Rules or the Company's policies. Employees, affiliates, contractors, service providers, and any individuals restricted by law or Company policy are prohibited from participating in wheel games offered by the Company.
- 10.3. Wheel games are games of chance in which the outcome is determined by the final position of a spinning wheel or equivalent electronically simulated mechanism. Wheel games offered by the Company may be operated through certified Random Number Generator ("RNG") software or through live dealer systems streamed electronically from licensed studios or approved gaming premises. Depending on the specific game variation, Players may place wagers on numbered segments, colors, symbols, multiplier zones, bonus sections, jackpot segments, or other betting options displayed within the relevant game interface. Certain wheel games may include additional bonus rounds, multiplier features, elimination mechanics, instant prize functions, or progressive jackpot components. All outcomes are random and independent, and are generated in accordance with approved gaming systems and applicable regulatory standards intended to ensure fairness, integrity, and transparency of gameplay.
- 10.4. Players may place wagers only within the minimum and maximum betting limits displayed within the applicable wheel game at the time the wager is made. A wager becomes final and irrevocable once the

Player confirms the wager and the betting period for the relevant game round has closed. Following the commencement of the wheel spin or game sequence, wagers may not be cancelled, modified, or withdrawn unless expressly permitted within the relevant game interface. Certain wheel games may permit multiple simultaneous wagers, repeat betting functions, automatic wagering tools, or side betting features, all of which remain subject to the specific rules and limitations displayed within the relevant game. The Company reserves the right to reject or void any wager that is improperly transmitted, incomplete, placed outside permitted betting limits, affected by technical malfunction, or otherwise inconsistent with these Rules or applicable regulatory obligations.

- 10.5. The result of a wheel game is determined by the final segment, number, symbol, or outcome selected by the spinning wheel or equivalent electronic mechanism following completion of the game round. Winning wagers and payouts are calculated according to the payout tables, odds structures, multiplier mechanics, and game rules applicable to the specific wheel game offered by the Company. Certain wheel games may include enhanced payout features, random multipliers, bonus spins, jackpot triggers, or secondary bonus rounds that may increase potential winnings. All winnings are automatically credited to the Player's account following completion and validation of the game round. In the event of any discrepancy between the information displayed to the Player and the data recorded on the Company's gaming servers, the server records shall prevail and be considered final and binding. The Company reserves the right to suspend, delay, adjust, or void payouts where necessary to investigate technical issues, irregular gameplay, suspicious activity, or compliance-related concerns.
- 10.6. For live dealer wheel games, gameplay is conducted in real time and transmitted electronically through audiovisual streaming systems from licensed gaming studios or approved premises. Players acknowledge that live games may occasionally be affected by transmission delays, internet connectivity interruptions, hardware failures, or technical issues beyond the reasonable control of the Company. The official outcome of each game round shall be the result confirmed by the live dealer and recorded within the Company's gaming systems. In cases involving wheel malfunction, invalid spins, dealer error, procedural irregularities, technical disruption, or operational malfunction, the Company and the relevant game provider reserve the right to correct, suspend, or void affected game rounds where necessary to preserve fairness, integrity, and compliance with applicable gaming regulations.
- 10.7. The Company maintains gaming systems, operational controls, and security procedures designed to ensure the integrity and reliability of wheel games; however, Players acknowledge that technical malfunctions, software defects, communication failures, display errors, or unforeseen operational issues may occasionally occur. In the event of any malfunction, corrupted game round, software bug, incorrect payout, duplicate transaction, unauthorized interference, or force majeure event affecting the integrity of the wheel games, all affected wagers, payouts, and game outcomes may be declared void. The Company reserves the right to reverse erroneous winnings, correct account balances, suspend access to affected games, and conduct investigations where necessary. A malfunction voids all affected plays and pays.
- 10.8. Players are required to participate in wheel games honestly, fairly, and in good faith. The use of automated betting systems, bots, scripts, artificial intelligence tools, exploitative software, or any technology or method designed to gain an unfair advantage over the gaming platform is strictly prohibited. Players may not engage in fraudulent activity, collusion, manipulation of game mechanics, bonus abuse, exploitation of software vulnerabilities, coordinated betting strategies, or any conduct intended to compromise the integrity of the wheel games or the Company's operations. The Company reserves the right to suspend or terminate Player accounts, confiscate winnings, void wagers, and report suspicious conduct to competent regulatory or law enforcement authorities where required by applicable law or regulatory obligations.

- 10.9. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant Wheel game provider and displayed within the applicable Wheel game interface or help section. By participating in a particular Wheel game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general Wheel game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

11. LIVE DEALER GAMES

- 11.1. These General Rules for Live Dealer Games govern the participation of registered Players in all live dealer games offered by the Company through its licensed online gaming platform operated in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By accessing or participating in any live dealer game made available through the Company's Website or mobile application, the Player confirms acceptance of these Rules together with the Company's Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any game-specific rules applicable to a particular live dealer game, promotional feature, tournament, or betting functionality. These Rules apply to all live dealer games provided by the Company, including but not limited to Live Roulette, Live Blackjack, Live Baccarat, Live Poker, Live Craps, Live Wheel Games, Game Shows, and any other live-streamed casino games or interactive gaming formats that may be introduced from time to time.
- 11.2. Participation in live dealer games is restricted to individuals who have attained the minimum legal gambling age applicable in their jurisdiction and who are legally permitted to participate in online gambling activities under the laws governing their country of residence or access. Prior to participating in live dealer games, Players must complete all registration, identity verification, age verification, and compliance procedures required by the Company. The Company reserves the right to request additional documentation or information at any time in order to comply with applicable legal obligations, anti-money laundering requirements, sanctions screening obligations, fraud prevention measures, and responsible gaming standards. Access to live dealer games may be restricted, suspended, or terminated where the Company determines that a Player has failed to comply with applicable laws, these Rules, or the Company's internal compliance procedures. Employees, affiliates, contractors, service providers, and any persons prohibited by law or Company policy are not permitted to participate in live dealer games offered by the Company.
- 11.3. Live dealer games are games of chance conducted in real time by professionally trained dealers and streamed electronically through audiovisual communication systems from licensed gaming studios or approved gaming premises. Players participate remotely through electronic devices and place wagers using the online gaming interface provided by the Company or its approved game providers. Live dealer games combine elements of traditional land-based casino gameplay with remote participation technology and may include interactive features such as live chat, multiple camera views, multilingual interfaces, side bets, statistics displays, and game history tracking. The outcome of each game is determined by physical gaming equipment, including cards, wheels, dice, balls, or other gaming devices used by the live dealer in accordance with the rules applicable to the specific game. All live dealer games are operated in accordance with approved gaming procedures, technical standards, and regulatory requirements intended to ensure fairness, integrity, transparency, and security of gameplay.
- 11.4. Players may place wagers only within the minimum and maximum betting limits displayed in the applicable live dealer game at the time the wager is made. A wager becomes final and irrevocable once the Player confirms the wager and the betting period for the relevant game round has closed. Following the commencement of the game round, wagers may not be cancelled, modified, or withdrawn unless expressly permitted within the specific game interface. Certain live dealer games may permit multiple simultaneous wagers, side bets, repeat betting functions, automatic betting tools, or game-specific

betting options, all of which remain subject to the rules and limitations displayed within the relevant game. The Company reserves the right to reject or void any wager that is incomplete, improperly transmitted, placed outside permitted limits, affected by technical malfunction, or otherwise inconsistent with these Rules or applicable regulatory obligations.

- 11.5. The result of a live dealer game is determined by the physical outcome generated during the live game round and confirmed by the dealer and the Company's gaming systems. Winning wagers and payouts are calculated according to the payout tables, odds structures, and game rules applicable to the specific live dealer game. All winnings are automatically credited to the Player's account following completion and validation of the relevant game round. In the event of any discrepancy between information displayed to the Player and the data recorded on the Company's gaming servers or by the live game provider, the official server records and validated game logs shall prevail and be considered final and binding. The Company reserves the right to suspend, adjust, delay, or void payouts where necessary to investigate technical issues, suspicious activity, irregular gameplay, procedural errors, or compliance-related concerns.
- 11.6. Players acknowledge that participation in live dealer games requires stable internet connectivity, compatible hardware, and functioning communication systems. The Company does not guarantee uninterrupted access to live dealer games and shall not be responsible for disruptions caused by internet failures, telecommunications interruptions, device malfunctions, software incompatibility, latency issues, or other technical circumstances beyond its reasonable control. Temporary interruptions to video streaming, audio transmission, user interface responsiveness, or game synchronization may occur during gameplay. In cases where a Player disconnects during an active game round, the outcome shall be determined according to the official game result recorded by the Company's gaming systems and the applicable game rules. The Company reserves the right to suspend or terminate gameplay where technical conditions compromise the integrity, fairness, or proper operation of the live dealer games.
- 11.7. The Company and its live gaming providers maintain operational procedures and controls intended to ensure fair and reliable gameplay; however, Players acknowledge that dealer errors, procedural irregularities, hardware failures, software defects, or unforeseen operational issues may occasionally occur. In circumstances involving incorrect card dealing, invalid wheel spins, misannounced outcomes, dice handling errors, accidental exposure of cards, interrupted gameplay, corrupted game rounds, or other operational malfunctions affecting the integrity of the game, the Company and the relevant game provider reserve the right to correct, suspend, or void affected game rounds, wagers, and payouts. Where necessary, the Company may reverse erroneous winnings, correct account balances, suspend access to affected games, and conduct investigations to determine the proper resolution of the incident. A malfunction voids all affected plays and pays.
- 11.8. Players are required to participate in live dealer games honestly, fairly, and in good faith. The use of automated betting systems, bots, scripts, artificial intelligence tools, exploitative software, external assistance systems, or any technology or method intended to gain an unfair advantage over the gaming platform is strictly prohibited. Players may not engage in collusion, coordinated betting schemes, bonus abuse, manipulation of game procedures, exploitation of software vulnerabilities, abusive conduct toward dealers or other participants, or any fraudulent or suspicious activity that may compromise the integrity of the games or the Company's operations. The Company reserves the right to suspend or terminate Player accounts, confiscate winnings, void wagers, and report suspicious conduct to competent regulatory, supervisory, or law enforcement authorities where required by applicable law or regulatory obligations.
- 11.9. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant Live game provider and displayed within the

applicable Live game interface or help section. By participating in a particular Live game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general Live game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

12. VIRTUAL AND INSTANT WIN GAMES

- 12.1. These General Rules for Virtual and Instant Win Games govern the participation of registered Players in all virtual games, instant win games, crash-style games, arcade-style games, lottery-style games, number-based games, and other digitally generated games of chance offered by the Company through its licensed online gaming platform operated in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By accessing or participating in any virtual or instant win game available through the Company's Website or mobile application, the Player confirms acceptance of these Rules together with the Company's Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any specific rules applicable to a particular game, promotional feature, jackpot mechanic, or bonus functionality. These Rules apply to all virtual and instant win games made available by the Company, including but not limited to Crash Games, Mines Games, Plinko Games, Keno, Dice Games, Scratch Cards, Instant Lotteries, Hi-Lo Games, Virtual Sports, Arcade Games, Number Draw Games, and any other electronically generated gaming formats introduced from time to time.
- 12.2. Participation in virtual and instant win games is restricted to individuals who have attained the minimum legal gambling age applicable in their jurisdiction and who are legally authorized to participate in online gambling activities under the laws governing their country of residence or access. Prior to participating in such games, Players must complete all account registration, identity verification, age verification, and compliance procedures required by the Company. The Company reserves the right to request additional information or documentation at any time in order to comply with applicable anti-money laundering requirements, sanctions screening obligations, fraud prevention procedures, and responsible gaming measures. Access to virtual and instant win games may be restricted, suspended, or terminated where the Company determines that a Player has violated applicable laws, failed to satisfy compliance requirements, or otherwise breached these Rules or the Company's policies. Employees, affiliates, contractors, service providers, and any persons restricted by law or Company policy are prohibited from participating in virtual and instant win games operated by the Company.
- 12.3. Virtual and instant win games are electronically generated games of chance in which outcomes are determined through certified Random Number Generator ("RNG") systems or equivalent approved gaming technologies. Depending on the specific game variation, Players may place wagers on predicted outcomes, select numbers, activate gameplay features, reveal hidden symbols, trigger multiplier functions, or participate in digitally simulated events or mechanics. Certain games may include skill-based or interactive elements; however, all final outcomes are determined primarily by chance in accordance with the applicable game logic and approved gaming systems. Virtual and instant win games may include bonus rounds, jackpot mechanics, random multipliers, tournament features, leaderboards, progressive prizes, or promotional gameplay functions. All outcomes are random, independent, and generated in accordance with applicable regulatory standards intended to ensure fairness, integrity, transparency, and security of gameplay.
- 12.4. Players may place wagers only within the minimum and maximum betting limits displayed within the relevant game at the time the wager is made. A wager becomes final and irrevocable once the Player confirms participation in the game round or activates the relevant gameplay mechanic. Following commencement of the game round, wagers may not be cancelled, modified, or withdrawn unless expressly permitted within the applicable game interface. Certain virtual and instant win games may

permit multiple simultaneous wagers, autoplay functionality, automatic cash-out features, repeat betting options, or other gameplay tools, all of which remain subject to the specific rules and limitations applicable to the relevant game. The Company reserves the right to reject or void any wager that is incomplete, improperly transmitted, placed outside permitted limits, affected by technical malfunction, or otherwise inconsistent with these Rules or applicable regulatory obligations.

- 12.5. The result of a virtual or instant win game is determined by the electronically generated outcome produced by the certified RNG system or equivalent approved gaming technology applicable to the specific game. Winning wagers and payouts are calculated according to the payout tables, odds structures, multiplier mechanics, jackpot rules, and gameplay conditions displayed within the relevant game interface. Certain games may include enhanced payout features such as progressive jackpots, random bonus events, instant prize triggers, multiplier boosts, or automatic payout mechanisms that may increase potential winnings. All winnings are automatically credited to the Player's account following completion and validation of the game round. In the event of any discrepancy between the information displayed to the Player and the data recorded on the Company's gaming servers, the official server records shall prevail and be considered final and binding. The Company reserves the right to suspend, adjust, delay, or void payouts where necessary to investigate technical issues, suspicious activity, irregular gameplay, or compliance-related concerns.
- 12.6. Certain virtual and instant win games may contain automated or accelerated gameplay features designed to enhance user experience and gameplay efficiency. Such features may include autoplay functions, automatic cash-out settings, quick play options, rapid game modes, instant reveal mechanics, customizable wager settings, or recurring participation features. Players are solely responsible for configuring and monitoring such features and acknowledge that gameplay may continue automatically until manually stopped, predetermined limits are reached, or the game session concludes. The Company shall not be responsible for losses resulting from improper configuration, Player inattention, internet interruption, or misuse of automated gameplay functions. Players are encouraged to use such features responsibly and in accordance with their personal gaming preferences and financial limits.
- 12.7. The Company maintains gaming systems, security controls, and operational procedures designed to ensure the integrity and reliability of virtual and instant win games; however, Players acknowledge that technical malfunctions, software defects, communication failures, display errors, synchronization issues, or unforeseen operational problems may occasionally occur. In the event of any malfunction, corrupted game round, software bug, incorrect payout, duplicate transaction, interrupted gameplay, unauthorized interference, or force majeure event affecting the integrity of the games, all affected wagers, payouts, and game outcomes may be declared void. The Company reserves the right to reverse erroneous winnings, correct account balances, suspend access to affected games, and conduct investigations where necessary. A malfunction voids all affected plays and pays.
- 12.8. Players are required to participate in virtual and instant win games honestly, fairly, and in good faith. The use of automated betting systems, bots, scripts, artificial intelligence tools, exploitative software, external assistance systems, or any technology or method intended to gain an unfair advantage over the gaming platform is strictly prohibited unless expressly permitted within the relevant game mechanics. Players may not engage in fraudulent conduct, collusion, manipulation of game mechanics, exploitation of software vulnerabilities, bonus abuse, coordinated betting schemes, or any activity intended to compromise the integrity of the games or the Company's operations. The Company reserves the right to suspend or terminate Player accounts, confiscate winnings, void wagers, and report suspicious conduct to competent regulatory, supervisory, or law enforcement authorities where required by applicable law or regulatory obligations.

- 12.9. Additional game-specific rules, features, restrictions, mechanics, payout conditions, or participation requirements may be established by the relevant Virtual and Instant Win game provider and displayed within the applicable Virtual and Instant Win game interface or help section. By participating in a particular Virtual and Instant Win game, the Player acknowledges and agrees that such provider-specific rules shall apply in addition to these general Virtual and Instant Win game provisions, provided that they do not conflict with applicable law or the Company's mandatory policies.

13. PROMOTIONAL GAMING ACTIVITIES

- 13.1. These rules govern all promotional gaming activities offered by the Company through its licensed online gaming platform operated in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). By participating in any promotional campaign, tournament, bonus program, loyalty program, prize draw, cashback offer, free spin campaign, leaderboard competition, or other promotional gaming activity made available through the Company's Website or mobile application, the Player confirms acceptance of these rules together with the Company's Terms and Conditions, Responsible Gaming Policy, Privacy Policy, and any specific terms applicable to the relevant promotion. Promotional gaming activities are offered solely for entertainment and marketing purposes in connection with the Company's licensed gaming services and remain subject to applicable regulatory requirements and internal compliance procedures.
- 13.2. Participation in promotional gaming activities is restricted to registered Players who have successfully completed the Company's registration, identity verification, age verification, and compliance procedures. Players must satisfy the minimum legal gambling age applicable in their jurisdiction and must be legally authorized to participate in online gambling activities under the laws governing their place of residence or access. Certain promotions may be restricted based on geographic location, Player status, game category, account history, or regulatory limitations. Employees, directors, affiliates, contractors, service providers, and persons otherwise restricted by law or Company policy are not eligible to participate in promotional gaming activities unless expressly authorized by the Company in writing. The Company reserves the right to refuse, restrict, suspend, or terminate participation in any promotion where it determines that a Player has failed to comply with applicable legal requirements, these rules, or specific promotional conditions.
- 13.3. Promotional gaming activities may include, without limitation, welcome bonuses, deposit bonuses, no-deposit bonuses, cashback offers, free spins, free bets, tournaments, prize draws, jackpot campaigns, leaderboard competitions, reload bonuses, loyalty rewards, VIP programs, referral programs, seasonal campaigns, missions, achievement systems, and other marketing or Player engagement activities introduced by the Company from time to time. Promotional offers may apply to specific games, categories of games, wagering activity, deposits, account activity, or other qualifying conditions determined by the Company. Certain promotions may contain wagering requirements, payout restrictions, maximum withdrawal limits, expiration periods, game weighting rules, minimum odds requirements, or other eligibility criteria that must be satisfied before winnings derived from promotional activity become withdrawable.
- 13.4. Where promotional gaming activities involve bonus funds, free spins, free bets, or other promotional value, such amounts shall remain subject to the wagering requirements and conditions specified within the relevant promotion. Bonus balances may be segregated from real-money balances and may not be immediately withdrawable. Unless otherwise stated, winnings generated from promotional balances or free gameplay must satisfy applicable wagering conditions prior to withdrawal. The Company reserves the right to determine the contribution percentage of specific games or game categories toward wagering requirements and may exclude certain games, betting strategies, or gameplay patterns from contributing toward promotional eligibility. Failure to satisfy promotional conditions

within the specified time period may result in forfeiture of bonus balances, associated winnings, or promotional rewards.

- 13.5. Our Company may organize tournaments, leaderboard competitions, prize campaigns, or similar promotional gaming events in which Players compete based on points, wagering activity, winnings, rankings, or other predetermined criteria. The terms governing each competition, including participation requirements, scoring methodology, prize allocation, qualification periods, and payout conditions, shall be specified within the relevant promotional rules. The Company reserves the right to modify rankings, disqualify participants, adjust prize allocations, or cancel competitions where necessary to preserve fairness, integrity, compliance, or operational security. In the event of a tie or dispute regarding tournament results, the Company's determination shall be final and binding unless otherwise required by applicable law.
- 13.6. Players are required to participate in promotional gaming activities honestly, fairly, and in good faith. Any attempt to manipulate, abuse, exploit, or obtain unfair advantage through promotional offers is strictly prohibited. Prohibited conduct includes, but is not limited to, creation of multiple accounts, collusion, bonus abuse, arbitrage betting, coordinated wagering strategies, fraudulent transactions, exploitation of software vulnerabilities, use of bots or automated systems, misleading identity information, or any conduct intended to circumvent the legitimate purpose of the promotion. The Company reserves the right to suspend or terminate Player accounts, void promotional rewards, confiscate winnings, reverse transactions, and report suspicious activity to competent authorities where required by applicable law or regulatory obligations.
- 13.7. The Company reserves the right, at its sole discretion and subject to applicable legal and regulatory requirements, to modify, suspend, restrict, extend, or cancel any promotional gaming activity at any time. Such action may be taken for operational, legal, regulatory, technical, security, or commercial reasons, including where the integrity or fairness of the promotion may be compromised. The Company shall not be liable for any losses, damages, or missed opportunities arising from the modification, suspension, or cancellation of a promotion, except where liability cannot be excluded under applicable law. Promotional materials, advertisements, and marketing communications are provided for informational purposes only and remain subject to the official promotional terms published by the Company.
- 13.8. Our Company maintains operational systems and controls intended to ensure the integrity and reliability of promotional gaming activities; however, Players acknowledge that technical malfunctions, software defects, communication failures, display errors, incorrect calculations, synchronization issues, or unforeseen operational problems may occasionally occur. In the event of any malfunction, system error, incorrect bonus allocation, duplicated reward, unauthorized access, or technical issue affecting the integrity of a promotion, the Company reserves the right to void affected rewards, reverse erroneous credits, correct account balances, suspend participation, and undertake investigations where necessary. A malfunction voids all affected promotional activity and related payouts.
- 13.9. Our Company is committed to promoting responsible gaming and ensuring compliance with all applicable legal and regulatory obligations governing online gambling activities. Promotional gaming activities are intended solely for entertainment purposes and shall not encourage excessive or irresponsible gambling behavior. The Company may restrict or exclude certain Players from promotional participation where required for responsible gaming, compliance, anti-money laundering, sanctions screening, or Player protection purposes. All promotional gaming activities are conducted in accordance with applicable anti-money laundering ("AML"), counter-terrorist financing ("CTF"), sanctions screening, and know-your-customer ("KYC") obligations under the laws of Curaçao and applicable international compliance standards.

14. OUTCOME-DETERMINING ELEMENTS FOR CASINO GAMES

- 14.1. The outcome of casino games offered by the Company through its licensed online gaming platform is determined by approved gaming mechanisms designed to ensure fairness, randomness, integrity, and compliance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). Depending on the nature of the specific game, outcomes may be determined through certified Random Number Generator (“RNG”) systems, physical gaming equipment operated by live dealers, predefined game logic, mathematical probability models, or a combination thereof. All outcome-determining elements are operated and maintained in accordance with applicable technical standards, regulatory requirements, internal compliance procedures, and approved gaming protocols intended to ensure that game results are unpredictable, independent, and not subject to unlawful manipulation.
- 14.2. For virtual casino games, slot games, instant win games, electronic table games, and other digitally generated gaming products, outcomes are determined through certified Random Number Generator (“RNG”) systems or equivalent approved gaming technologies. RNG systems are designed to generate random and independent results continuously and automatically, without predictability or external influence. The RNG determines game outcomes such as reel positions, card distribution, number selection, symbol combinations, bonus triggers, multiplier activation, jackpot events, dice results, or other game-specific events. Each game round constitutes a separate and independent event, and previous outcomes do not affect or increase the probability of future outcomes. The Company may utilize RNG systems supplied by licensed third-party gaming providers, all of which are subject to testing, certification, and monitoring in accordance with applicable regulatory and technical standards.
- 14.3. For live dealer casino games, outcomes are determined through the use of physical gaming equipment and live gameplay conducted in real time by professionally trained dealers from licensed gaming studios or approved gaming premises. Such outcome-determining elements may include roulette wheels, gaming cards, dice, wheels of fortune, balls, shuffling devices, and other physical gaming instruments used in accordance with the rules applicable to the relevant game. The official game result shall be the outcome recorded and validated within the Company’s gaming systems and live gaming infrastructure. The Company and its approved gaming providers maintain operational procedures, surveillance systems, and technical controls intended to preserve the integrity, fairness, and reliability of live dealer gameplay and physical gaming operations.
- 14.4. Certain casino games may utilize predefined game logic, probability algorithms, payout structures, or mathematical models that determine the frequency, probability, and distribution of winning outcomes, bonus events, jackpot triggers, or multiplier features. Such game logic is embedded within the gaming software and operates automatically in accordance with approved technical specifications. The return-to-Player percentage (“RTP”), volatility profile, payout ratios, and probability structures applicable to a specific game may vary depending on the game design and software configuration. The Company does not guarantee winnings, specific payout frequencies, or particular game results, and all games remain subject to the mathematical probability models and random processes inherent in games of chance.
- 14.5. All game outcomes, transactions, wagers, and payouts are electronically recorded and validated within the Company’s gaming systems and associated server infrastructure. In the event of any discrepancy between information displayed to the Player and the data recorded on the Company’s servers or by the approved gaming provider, the official server records and validated game logs shall prevail and be considered final and binding. The Company reserves the right to suspend, correct, adjust, or void game results where technical malfunctions, software errors, communication failures, procedural irregularities, unauthorized interference, or operational issues affect the integrity or accuracy of outcome determination.
- 14.6. The Company maintains technical controls, operational safeguards, security procedures, and compliance measures intended to ensure that outcome-determining elements operate fairly, securely,

and in accordance with applicable regulatory requirements. Such controls may include system monitoring, game testing, software certification, encryption technologies, access restrictions, fraud prevention mechanisms, audit logging, operational supervision, and independent verification procedures conducted by approved testing laboratories or authorized service providers. The Company reserves the right to suspend or restrict access to any game where the integrity, fairness, or reliability of the outcome-determining process may reasonably be compromised.

14.7. In the event of a technical malfunction, software defect, communication interruption, hardware failure, synchronization issue, human error, corrupted game round, or other operational irregularity affecting the determination of a game outcome, the Company reserves the right to declare affected wagers, payouts, and game results void. Where necessary, the Company may reverse erroneous winnings, correct account balances, suspend affected games, and conduct investigations to determine the proper resolution of the incident. A malfunction voids all affected plays and pays. Players acknowledge that the Company's gaming systems and validated server records shall constitute the definitive basis for determining whether an outcome was properly generated and recorded.

14.8. All outcome-determining elements utilized in connection with the Company's casino games are operated in accordance with applicable legal and regulatory obligations governing online gambling activities under the laws of Curaçao. The Company may utilize gaming systems, software providers, and technical service providers that are licensed, certified, or otherwise approved under applicable regulatory standards. The Company reserves the right to modify, replace, suspend, or update any outcome-determining technology, gaming mechanism, or technical process where necessary to maintain compliance, operational integrity, security, or fairness of gameplay.

15. WEBSITE SECTIONS. VISUAL ELEMENTS SHOWN TO PLAYERS AS PART OF THE OPERATION THROUGH THE GAMING WEBSITE

15.1. The Gaming Website operated by the Company is designed to provide Players with access to online gaming services, Player account functionality, payment services, responsible gaming tools, customer support, promotional activities, and regulatory information in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK). The Website may be accessible through desktop devices, mobile devices, mobile applications, or other approved electronic communication channels. The visual structure, layout, and functionality of the Website may be updated, modified, expanded, or redesigned by the Company from time to time for operational, technical, security, compliance, or commercial purposes.

15.2. Geo-blocking page (restricted territories access). The Website shall implement a geo-blocking mechanism that automatically detects the Player's location and restricts access where the user is attempting to access the gaming services from a jurisdiction that is prohibited, restricted, or otherwise not supported under the Company's licensing conditions, applicable laws, or regulatory requirements, including but not limited to the licensing framework of Curaçao. In such cases, the Player shall be redirected to a dedicated geo-block page informing them that access to the Website, registration, or gaming services is not permitted from their current location. This page shall include a general explanation of the restriction, a compliance notice, and reference to applicable legal or regulatory requirements without providing access to gaming functionality, account creation, deposits, or gameplay features. The Company reserves the right to block, restrict, or deny access at any time based on IP detection, device data, geolocation tools, payment information, or other verification methods used to ensure compliance with jurisdictional limitations and licensing obligations. The geo-blocking mechanism is implemented for legal, regulatory, and risk management purposes, and the Company shall not be liable for any inability to access the Website or its services from restricted territories.

15.3. Cookie consent notice. The Website uses cookies and similar tracking technologies to ensure the proper functioning of the platform, enhance user experience, enable secure access to gaming services, analyze

Website performance, personalize content, and support compliance with legal and regulatory obligations applicable under Curaçao law and the National Ordinance on Games of Chance (LOK). Upon accessing the Website, Players are presented with a cookie consent banner or notice requesting acceptance of the use of essential and, where applicable, non-essential cookies. Essential cookies are required for the operation of the Website, including account authentication, security functions, session management, and payment processing, while non-essential cookies may be used for analytics, marketing, and personalization purposes where permitted. By accepting the cookie notice, the Player consents to the use of cookies in accordance with the Company's Cookie Policy, as updated from time to time. Players may manage or withdraw their consent at any time through browser settings or Website preferences; however, disabling certain cookies may affect the functionality, performance, or availability of some Website features.

- 15.4. Homepage and Main Navigation. The Website shall include a homepage containing the primary navigation interface through which Players may access gaming products, account management tools, payment functionality, promotional information, customer support services, and regulatory disclosures. The homepage may contain visual banners, rotating promotional sliders, featured games, jackpot displays, navigation menus, announcements, login and registration functionality, responsible gaming notices, language selection tools, and links to legal documentation. The main navigation structure may include categories such as Casino, Live Casino, Slots, Table Games, Virtual Games, Promotions, VIP Program, Tournaments, Payments, Support, Responsible Gaming, and Player Account sections.
- 15.5. Registration and Player Account Sections. The Website includes Player registration and authentication interfaces allowing users to create, verify, and manage gaming accounts. Such sections includes registration forms, login panels, password recovery functionality, identity verification interfaces, profile management tools, responsible gaming controls, account history records, gameplay statistics, transaction history, messaging systems, and account security settings. Players may also access self-exclusion tools, deposit limits, wagering controls, cooling-off mechanisms, and other responsible gaming features through the Player account section.
- 15.6. Casino and Gaming Sections. The Website contains separate gaming categories and visually organized game libraries allowing Players to access available gaming products. Such sections may include slot games, jackpot games, table games, roulette games, blackjack games, baccarat games, poker games, craps games, wheel games, live dealer games, virtual games, instant win games, arcade games, crash games, lottery-style games, and other gaming formats offered by the Company. Game interfaces may display game thumbnails, provider logos, return-to-Player information, jackpot values, wagering limits, gameplay controls, bonus indicators, game descriptions, and demo or real-money play options. Certain sections may include search functionality, filtering tools, favorite game lists, provider categories, recently played games, and recommended content.
- 15.7. Live Dealer and Streaming Interfaces. For live dealer gaming products, the Website displays live-streamed audiovisual content transmitted from licensed gaming studios or approved gaming premises. Such interfaces may include live video feeds, dealer interaction windows, chat functionality, betting panels, game history displays, statistics panels, multilingual options, streaming controls, side bet functionality, and real-time game result displays. Players may also view countdown timers, betting limits, dealer information, and dynamic game notifications within the live gaming environment.
- 15.8. Payment and Cashier Sections. The Website includes cashier and payment interfaces enabling Players to deposit funds, withdraw winnings, transfer balances, and review transaction activity. Such sections may display available payment methods, supported currencies, transaction limits, processing times, verification requirements, bonus eligibility information, and payment status notifications. Visual elements may include logos of payment service providers, cryptocurrency icons where permitted,

transaction confirmation screens, security notices, and compliance-related verification prompts. The Company may modify available payment methods and transaction functionality depending on jurisdictional, operational, or regulatory requirements.

- 15.9. Promotional and VIP Sections. The Website contains dedicated promotional sections displaying bonuses, tournaments, cashback offers, loyalty programs, VIP programs, leaderboard competitions, seasonal campaigns, free spin offers, prize draws, and other promotional gaming activities. Such sections may include banners, countdown timers, prize indicators, participation requirements, ranking displays, reward progress trackers, mission systems, and promotional terms and conditions. VIP sections may additionally display loyalty levels, personalized rewards, account manager information, exclusive promotions, and other Player retention features.
- 15.10. Responsible Gaming and Regulatory Information. The Website includes responsible gaming and regulatory information sections intended to promote safe gambling practices and compliance with applicable legal obligations. Such sections may contain responsible gaming tools, self-exclusion functionality, deposit and wagering limit controls, cooling-off mechanisms, Player protection information, educational materials regarding gambling risks, links to support organizations, and information concerning age restrictions and prohibited jurisdictions. The Website may also display licensing information, regulatory disclosures, anti-money laundering notices, privacy notices, terms and conditions, complaint procedures, and applicable legal disclaimers.
- 15.11. Customer Support and Communication Features. The Website includes customer support functionality enabling Players to contact the Company through live chat systems, email communication, support ticket systems, automated assistance tools, or other approved communication channels. Visual elements may include support icons, contact forms, FAQ sections, chatbot interfaces, notification systems, messaging centers, and language selection functionality. The Company may also display system notifications, maintenance announcements, compliance alerts, account verification requests, responsible gaming messages, and promotional communications throughout the Website interface.
- 15.12. Security and Technical Elements. The Website displays various security-related and technical visual elements intended to protect Player accounts, gaming integrity, and operational security. Such elements shall include secure connection indicators, encryption notices, verification prompts, captcha systems, session timeout notifications, fraud prevention controls, multi-factor authentication tools, and system maintenance notifications. The Company may also utilize cookies, tracking technologies, analytics tools, and security monitoring systems necessary for operation, compliance, fraud prevention, technical performance monitoring, and user experience optimization.
- 15.13. FAQ section. The FAQ section may be accessible through the main Website navigation menu, footer links, customer support interfaces, Player account area, mobile application interface, or other designated Website locations. The section may include categorized informational pages, expandable question-and-answer panels, searchable knowledge bases, topic filters, keyword search functionality, hyperlinks to related policies, and navigation tools designed to facilitate access to relevant information. The visual appearance and layout of the FAQ section may vary depending on device type, language selection, platform configuration, or operational updates implemented by the Company.
- 15.14. Limits (Player-set limitation tools). The Company provides Players with responsible gaming tools that allow them to voluntarily set personal limits on their gaming activity through the Website, including but not limited to deposit limits, loss limits, wagering limits, session time limits, cooling-off periods, and self-exclusion options. These limits are intended to support responsible play and help Players manage their gambling behavior in a controlled and sustainable manner. Players may set or adjust their limits within their account settings, subject to verification procedures and applicable operational rules of the Company. Any decrease in limits will generally take effect immediately, while increases or removals of limits may be subject to a mandatory cooling-off period in accordance with responsible

gaming requirements and applicable regulatory standards. Once set, limits apply across all relevant gaming products and may restrict the Player's ability to deposit funds, place wagers, or continue gameplay once the specified threshold has been reached. The Company reserves the right to impose additional mandatory limits or restrictions where required for compliance, Player protection, or responsible gaming purposes.

- 15.15. Player's personal information section. The Company provides Players with access to a dedicated section within their account where they can view, update, and manage their personal information, subject to applicable legal, regulatory, and verification requirements. This section may include personal details such as name, date of birth, contact information, residential address, communication preferences, identity verification status, and account security settings. Players are responsible for ensuring that the information provided is accurate, complete, and kept up to date, and the Company may require supporting documentation to verify any changes in accordance with applicable KYC ("Know Your Customer") and AML ("Anti-Money Laundering") obligations. Certain personal information may not be editable by the Player once verified and may only be updated through a formal verification process to ensure compliance, security, and fraud prevention. The Company processes and stores all personal data in accordance with applicable data protection requirements, internal security policies, and legal retention obligations, and may restrict access to or modification of personal information where necessary to comply with regulatory requirements or to protect the integrity of the Player's account.
- 15.16. KYC documents section. The Website shall include a dedicated KYC Documents Download Section through which Players can securely upload, submit, and, where applicable, download identity verification materials required for account verification and compliance purposes. This section is intended to facilitate the Company's "Know Your Customer" ("KYC") obligations under applicable anti-money laundering ("AML") laws, counter-terrorist financing ("CTF") requirements, and regulatory standards applicable under Curaçao licensing frameworks. Players may be required to provide documents such as proof of identity, proof of address, payment method verification, and any additional documentation requested by the Company to confirm the authenticity of the Player's identity and the lawful use of payment instruments. All submitted documents are processed and stored securely and are accessible only to authorized compliance personnel or approved third-party verification providers acting on behalf of the Company. The Company reserves the right to request updated or additional documentation at any time, reject incomplete or invalid submissions, or suspend account functionality until satisfactory verification is completed. Access to withdrawals, deposits, or certain gaming features may be restricted until full KYC verification has been successfully finalized.
- 15.17. Two-factor authentication (2fa) section. The Company provides Players with the option to enable Two-Factor Authentication ("2FA") as an additional security layer to protect access to their gaming account and personal information. When activated, 2FA requires the Player to provide, in addition to their standard login credentials, a secondary verification code generated through an authenticator application, SMS-based verification system, or other approved authentication method supported by the Website. This security measure is intended to reduce the risk of unauthorized access, account takeover, and fraudulent activity. Players are solely responsible for maintaining the confidentiality and security of their authentication devices, backup codes, and login credentials. The Company strongly recommends enabling 2FA to enhance account protection; however, certain account actions, including withdrawals or sensitive profile changes, may require 2FA verification as a mandatory security step. The Company reserves the right to require activation of 2FA for all or specific Players where necessary for compliance, risk management, fraud prevention, or enhanced security purposes, and shall not be liable for any loss arising from the Player's failure to properly secure their authentication methods.
- 15.18. Company policy section. The Company maintains a set of internal policies governing the operation of its gaming services, Player interactions, account management, payment processing, promotional activities, and overall Website functionality. These Company Policies include, but are not limited to,

rules relating to responsible gaming, anti-money laundering ("AML"), counter-terrorist financing ("CTF"), know-your-customer ("KYC") procedures, fraud prevention, data protection, information security, complaint handling, bonus and promotional usage, and acceptable use of the gaming platform. All Players are required to comply with these policies as a condition of using the Website and participating in any gaming activities. The Company reserves the right to amend, update, or supplement its policies at any time in order to reflect changes in applicable laws, regulatory requirements, licensing conditions, or operational needs, with the latest version made available on the Website being deemed binding upon publication. In the event of any inconsistency between Company Policies and other Website content, the formally published legal and regulatory documents shall prevail.

- 15.19. Footer section. The Website includes a footer section displayed on all or most pages, providing Players with quick access to essential information, navigation links, and regulatory disclosures related to the Company's gaming services. The footer section may contain links to important legal documents such as Terms and Conditions, Privacy Policy, Responsible Gaming Policy, AML/KYC Policy, Bonus Terms, and other applicable Company Policies, as well as access to customer support, FAQ, payment information, licensing details, and complaint procedures. It may also display regulatory notices, age restriction warnings, jurisdictional limitations, security certifications, and responsible gaming messages required under applicable laws and the Curaçao licensing framework. In addition, the footer section may include company identification details, copyright notices, partner or software provider references, and language or currency selection tools. The Company reserves the right to modify, expand, or restructure the footer section at any time for operational, legal, technical, or regulatory purposes, and the content displayed therein shall be considered an integral part of the Website's informational and compliance framework.
- 15.20. News section. The Website shall include a dedicated News Section designed to provide Players with updates, announcements, and informational content relating to the Company's gaming services, promotional campaigns, product launches, regulatory developments, system maintenance notifications, responsible gaming initiatives, and other operational or marketing-related communications. The News Section may be presented in the form of articles, banners, pop-ups, newsletters, or in-platform notifications and may be accessible via the main navigation menu, homepage, or footer links. All news content is provided for general informational purposes only and does not constitute legal, financial, or contractual advice unless explicitly stated otherwise. The Company reserves the right to publish, modify, update, archive, or remove any news content at its sole discretion and at any time in order to reflect operational needs, compliance requirements, or changes in business strategy. In the event of any inconsistency between information published in the News Section and the Company's official Terms and Conditions or other legally binding documents, the latter shall prevail.
- 15.21. Deposit / withdrawal section. The Website includes a dedicated deposit and withdrawal section within the cashier or Player account area where the Player may review available payment methods, supported currencies, applicable transaction limits, processing statuses, and any verification requirements connected with deposits and withdrawals. This section also provides access, where available, to responsible gaming controls relating to account funding, including the option for a Player to set a personal deposit limit for daily, weekly, or monthly periods in accordance with the Company's responsible gaming procedures.
- 15.22. The Company reserves the right to modify, redesign, replace, suspend, or remove any Website section, visual element, game interface, functionality, content display, navigation feature, or operational component at any time where necessary for technical, operational, legal, regulatory, security, commercial, or responsible gaming purposes. The availability of specific Website sections, games, or

functionalities may vary depending on jurisdictional restrictions, licensing requirements, compliance obligations, technical limitations, or operational decisions of the Company.

- 15.23. The Company makes reasonable efforts to ensure that the Website operates in a secure, stable, and technically functional manner, providing Players with continuous access to gaming services, account features, and related functionalities. The Website is designed to offer a user interface where interactive elements are intended to be properly functional, including clickable navigation menus, buttons, links, game interfaces, and account management tools, subject to the inherent limitations of internet-based services and third-party systems. While the Company applies commercially reasonable measures to maintain system integrity, security, and performance, it does not guarantee that the Website will be free from interruptions, delays, technical errors, software defects, incompatibilities, or temporary unavailability. The Company further implements security controls and protective technologies intended to prevent the introduction of viruses, malware, unauthorized access, or other harmful components; however, it cannot warrant absolute protection against all external threats. Players are responsible for using compatible devices, secure internet connections, and up-to-date security software when accessing the Website. The Company reserves the right to perform maintenance, updates, upgrades, or emergency interventions that may temporarily affect Website functionality, and shall not be liable for any resulting disruption, provided that such measures are carried out in a reasonable and proportionate manner.

16. TECHNICAL MEASURES FOR PREVENTION OF ACCESS BY BANNED PERSONS

- 16.1. The Company implements a comprehensive set of technical, organizational, and procedural safeguards designed to prevent the admission of natural persons who are prohibited, excluded, or otherwise restricted from participating in Games of Chance under the applicable provisions of the National Ordinance on Games of Chance (LOK) and related regulatory requirements in Curaçao. These measures are embedded within the Company's registration, verification, and ongoing monitoring systems and are designed to ensure that access to gaming services is restricted only to eligible and duly authorized individuals.
- 16.2. As part of the onboarding process, all new Players are required to complete mandatory Know Your Customer ("KYC") verification, including identity verification, age verification, and validation of personal data against internal exclusion lists and third-party screening databases where available. The Company utilizes automated screening tools that compare Player information—such as name, date of birth, nationality, residential address, and IP-related data—against sanction lists, self-exclusion registers (where applicable), regulatory exclusion databases, and internal risk-control watchlists. Any potential match or inconsistency triggers an enhanced due diligence process, during which access to gaming services may be restricted or suspended pending investigation.
- 16.3. The Company further applies geolocation and IP-detection technologies to identify and block access attempts from prohibited jurisdictions or restricted environments, as well as device fingerprinting and behavioral analytics to detect attempts to circumvent exclusion measures through identity manipulation, account duplication, or unauthorized access methods. These systems operate continuously in real time and are integrated into both the registration and login processes, ensuring that excluded or banned individuals are prevented from creating accounts, accessing gaming services, or engaging in gameplay.
- 16.4. In addition, the Company maintains ongoing transaction and account monitoring systems that continuously assess Player activity for compliance with exclusion rules and risk indicators. If a Player is identified as potentially subject to a ban, exclusion order, or regulatory restriction, the Company may immediately suspend the account, block access to funds and gameplay functions, and initiate an internal compliance review. Where required, the Company may also report relevant findings to competent regulatory or enforcement authorities in accordance with applicable legal obligations.

- 16.5. The Company regularly updates and enhances its technical safeguards to reflect changes in regulatory requirements, emerging fraud patterns, and industry best practices. These measures are supported by internal compliance personnel and, where appropriate, independent service providers specializing in identity verification, fraud prevention, and regulatory screening. Through this multi-layered control framework, the Company aims to ensure that persons prohibited under the National Ordinance or any applicable regulatory framework are effectively prevented from participating in the Games of Chance offered through the Website.
- 16.6. The Company may engage duly appointed and contractually bound third-party service providers to perform or support certain functions related to identity verification, KYC/AML screening, geolocation services, fraud prevention, risk monitoring, and regulatory compliance checks. Such third-party providers operate under strict confidentiality, data protection, and security obligations and act on behalf of the Company in accordance with applicable laws and contractual requirements. The Company remains responsible for ensuring that these outsourced services are properly integrated into its compliance framework and meet applicable regulatory and operational standards.
- 16.7. The Company may also perform recurring and event-driven re-screening of existing Player accounts in order to identify individuals who become subject to a ban, self-exclusion measure, sanctions designation, legal incapacity, or other restriction after initial onboarding. Such re-screening may be triggered periodically or upon the occurrence of specified events, including material changes to Player profile information, unusual login behavior, payment-method changes, attempted access from a newly restricted jurisdiction, adverse compliance findings, or relevant updates to internal or external exclusion data sources. Where a potential restriction is identified, the Company may immediately limit account functionality, suspend access to deposits, withdrawals, or gameplay, and require renewed verification or additional compliance review before any access is restored.
- 16.8. To prevent circumvention of access restrictions, the Company may implement additional technical controls including VPN, proxy, anonymizer, Tor, emulator, and remote-access detection, as well as browser and device integrity checks, cookie and session correlation, and duplicate-account linkage analysis based on technical, transactional, and behavioral indicators. The Company may also utilize risk scoring models to identify patterns consistent with identity obfuscation, synthetic identities, mule accounts, account sharing, or coordinated attempts to evade exclusion controls. Where such indicators are detected, the Company may block or challenge access, require step-up authentication or document re-verification, invalidate sessions, suspend related accounts, or apply any other protective measure reasonably necessary to preserve compliance, Player protection, and operational integrity.
- 16.9. To prevent access by minors, the Company may implement age-gating mechanisms at the point of entry, registration, and login, including date-of-birth declarations, jurisdiction-specific age checks, document-based age verification, and automated or manual controls designed to detect false, inconsistent, or high-risk age-related information. The Company may also display age-restriction warnings, parental-control notices, and compliance messages throughout the Website and may require renewed age verification where underage access, account misuse, identity manipulation, or third-party access is reasonably suspected. Where the Company identifies or reasonably suspects that a person under the minimum lawful gambling age has attempted to register, access, or use the Website, it may immediately block or suspend access, invalidate gameplay, restrict or close the relevant account, and take any additional measure reasonably necessary to comply with Applicable Law and Player-protection obligations.
- 16.10. The Company may make available, or provide information about, parental control tools and other preventive measures intended to help parents, guardians, and other responsible adults restrict or supervise minors' access to online gambling content and related digital environments. Such measures may include guidance on the use of device-level restrictions, browser controls, operating-system

parental settings, application store age restrictions, content filters, account supervision features, and network-level controls offered by third-party technology providers. The Company may also display notices encouraging the use of parental-control technologies and reminding account holders that they are responsible for maintaining the security of their devices, credentials, and household access arrangements in order to reduce the risk of unauthorized or underage access to the Website.

- 16.11. Where the Company determines, confirms, or reasonably suspects that an Account has been registered, accessed, or used by a person under the minimum lawful gambling age or banned Player or Player from the restricted territory, the Company shall and obliged to immediately suspend, restrict, or permanently close the relevant Account and prohibit any further access to the Website's gambling services. To the extent permitted by Applicable Law and the Company's policies, the Company may void or invalidate gameplay, wagers, bonus participation, promotional benefits, and winnings connected with underage access, and may retain, return, withhold, or otherwise deal with deposited funds in the manner required by law, regulatory instruction, payment-provider rules, or internal compliance procedures. The Company may also retain relevant account, verification, payment, device, and access records for compliance, audit, investigation, complaint-handling, and reporting purposes, and may disclose such information to competent authorities or approved dispute-resolution bodies where legally required or reasonably necessary to protect minors and enforce applicable restrictions.
- 16.12. The Company may maintain session-based and account-level controls designed to terminate, quarantine, or invalidate access where a banned or otherwise restricted person is reasonably suspected of attempting to use the Website, whether directly or through another individual, device, payment method, or technical channel. Such controls may include forced log-out, temporary or permanent session invalidation, re-verification of identity documents, liveness checks, payment-instrument re-verification, manual compliance escalation, and the preservation of relevant logs, metadata, screenshots, and audit records relating to blocked or restricted access attempts. The Company may retain and review such information for the period necessary to investigate potential circumvention, support internal decision-making, respond to complaints, defend legal claims, comply with reporting obligations, and cooperate with competent authorities or approved dispute-resolution bodies where required by Applicable Law.

17. PAYMENT POSSIBILITIES. DEPOSITS AND WITHDRAWALS

- 17.1. Payment possibilities. Our Company may offer Players the possibility to fund their gaming accounts and withdraw winnings through various payment methods made available via the Website, including but not limited to bank transfers, credit cards, debit cards, electronic wallets, open banking services, cryptocurrency payment solutions where legally permitted, and other approved payment service providers. The availability of specific payment methods may vary depending on the Player's jurisdiction, currency, verification status, and applicable legal or regulatory requirements. All deposits and withdrawals are processed subject to the Company's internal compliance procedures, anti-money laundering ("AML") obligations, know-your-customer ("KYC") requirements, fraud prevention controls, and applicable transaction limits. The Company reserves the right to refuse, restrict, delay, suspend, or cancel any transaction where necessary to comply with applicable laws, regulatory obligations, payment provider requirements, security procedures, or responsible gaming measures. Players may be required to verify ownership of payment instruments used on the Website and provide supporting documentation prior to the processing of withdrawals or certain transactions.
- 17.2. The Company reserves the right to apply daily, weekly, or monthly deposit and withdrawal limits, which may vary depending on the payment method used, Player verification status, risk profile, VIP level, jurisdiction, or operational considerations.
- 17.3. For responsible gaming purposes, a Player may set, modify, or request the application of personal daily, weekly, or monthly deposit limits on his or her Account through the Website or by contacting the Company's support service, where such functionality is available. Any self-imposed deposit limit shall

apply in accordance with the technical settings of the Account and the Company's internal responsible gaming procedures, and the Company may require a cooling-off period or other verification measures before an increase to such limit becomes effective.

- 17.4. For responsible gaming purposes, a Player may also set personal daily, weekly, or monthly loss limits on his or her Account, where such functionality is made available by the Company. Any such self-imposed loss limit shall apply in accordance with the technical settings of the Account and the Company's internal responsible gaming procedures, and any request to increase or remove such limit may be subject to a cooling-off period or additional verification measures before becoming effective.
- 17.5. Where available, a Player may set session, time, or gameplay duration limits on his or her Account in order to restrict the amount of time spent using the Website's gaming services. Once an applicable session or time limit has been reached, the Company may automatically suspend access to further gameplay, display a mandatory notification, or require the Player to log out for the remainder of the applicable period, in accordance with the Company's responsible gaming controls.
- 17.6. A Player may request a temporary suspension, cooling-off period, or self-exclusion from access to the Account and the Company's gaming services for responsible gaming purposes, in accordance with the procedures made available on the Website or through the Company's support service. During the applicable restriction period, the Player shall not be permitted to access the Account for gambling activity, and the Company may take such technical and administrative measures as it considers necessary to enforce the restriction and comply with applicable responsible gaming obligations.
- 17.7. In order to ensure the safety within twenty-four hours, a Player can withdraw not more than NAF 5,000, not more than NAF 10,000 within 1 week, not more than NAF 20,000 within 1 month or equivalent in the provided Cryptocurrency or other currency than NAF provided via the Website.
- 17.8. No withdrawal shall be processed unless the Player has successfully completed all identity verification, age verification, and other customer due diligence measures required by Applicable Law and the Company's internal compliance procedures. The Company may request additional documents or information before approving a withdrawal, including proof of identity, proof of address, proof of ownership of the relevant payment instrument, and any other information reasonably required to verify the legitimacy of the transaction. In accordance with the Company's risk-based AML/CFT controls, enhanced review may be applied where the Player's transaction activity, cumulative deposits or withdrawals, jurisdiction, payment pattern, or other risk indicators give rise to a higher compliance risk.
- 17.9. Where required by Applicable Law, regulatory policy, or the Company's AML/CFT procedures, the Company may request information and documentary evidence regarding the Player's source of funds, source of wealth, occupation, intended account activity, or the purpose of particular transactions. Enhanced due diligence may be applied in higher-risk cases, including, without limitation, where the Player is identified as a politically exposed person, is connected with a high-risk jurisdiction, uses higher-risk payment channels, engages in unusual or structured transaction activity, or otherwise triggers heightened risk indicators under the Company's compliance framework. Until the Company is satisfied with the information provided, the relevant transaction, withdrawal request, or account functionality may be delayed, restricted, suspended, or refused.
- 17.10. The Company may require that withdrawals be made, where technically and legally possible, to the same payment method, payment instrument, bank account, wallet, or source from which the relevant deposit originated, subject to the rules of the applicable payment service provider and the Company's fraud-prevention and AML/CFT controls. Deposits made from payment instruments or accounts not held in the Player's own name, or any request to transfer funds to a third party, shall be prohibited unless expressly permitted by Applicable Law and approved by the Company following enhanced review. The Company reserves the right to refuse, reverse, or place on hold any transaction where ownership of the payment method cannot be adequately verified or where the transaction appears inconsistent with the Player's verified profile or lawful account use.

- 17.11. The Company may place any deposit, withdrawal, transfer, or account balance under review where it suspects fraud, chargeback risk, money laundering, sanctions exposure, unauthorized payment use, duplicate processing, technical error, or any other irregularity affecting the legitimacy or integrity of the transaction. During such review, the Company may postpone the execution of withdrawals, reverse provisional credits, restrict gameplay, suspend account access, or request additional evidence from the Player and relevant payment providers. Where a deposit is charged back, reversed, canceled, disputed, or otherwise not finally settled, the Company may cancel related winnings, offset corresponding amounts against the Player's balance, and take any further action permitted by Applicable Law and the Terms.
- 17.12. The Company may restrict deposits, withdrawals, or other payment functionality on accounts that are dormant, under investigation, subject to self-exclusion or responsible gaming measures, associated with incomplete verification, or otherwise restricted under Applicable Law, regulatory instruction, or internal control procedures. The Company shall maintain transaction records, verification records, and compliance-related documentation for the period required under Applicable Law and may disclose such records to competent authorities, payment institutions, auditors, or dispute-resolution bodies where legally required or reasonably necessary for compliance, audit, or enforcement purposes.
- 17.13. The Company may use the services of third-party payment service providers, payment processors, acquiring institutions, banking partners, electronic wallet providers, open banking providers, cryptocurrency service providers, and other authorized intermediaries in order to process, facilitate, settle, monitor, or administer deposits, withdrawals, refunds, chargebacks, and other payment-related transactions carried out through the Website. By using any payment method made available on the Website, the Player acknowledges and agrees that the operational rules, eligibility criteria, verification requirements, transaction limits, processing timelines, technical procedures, fees, security controls, and other conditions imposed by the relevant third-party payment provider may apply in addition to these Terms and the Company's internal policies, provided that such rules do not conflict with Applicable Law or the Company's mandatory compliance obligations.
- 17.14. Certain payment methods may be subject to service fees, banking charges, processing commissions, card issuer fees, intermediary charges, network or blockchain transaction fees, foreign exchange costs, or other payment-related expenses imposed by third-party payment providers, financial institutions, or technical service providers. Where deposits, withdrawals, refunds, or account balances are processed in a currency different from the currency of the Player's payment instrument, bank account, wallet, or Account, the relevant transaction may be subject to currency conversion at the exchange rate applied by the applicable payment provider, financial institution, card scheme, or other authorized intermediary, which may include a conversion spread or additional charges. Unless otherwise expressly stated by the Company, the Player shall be solely responsible for any such third-party fees, currency conversion costs, or exchange rate differences, and the Company shall not be liable for any loss, reduction in value, or discrepancy arising from fees or exchange rates applied by such third parties.
- 17.15. Where cryptocurrency payment methods are made available by the Company, the Player acknowledges and accepts that digital asset transactions may be subject to significant price volatility, market fluctuation, network congestion, variable transaction fees, blockchain confirmation delays, and other risks inherent to the use of decentralized payment systems. A cryptocurrency deposit or withdrawal shall not be deemed completed or final until it has received the number of blockchain confirmations, technical validations, and compliance approvals required by the Company, the relevant payment provider, or the applicable blockchain protocol. The Player is solely responsible for ensuring that any wallet address, blockchain network, token standard, memo, tag, destination identifier, and other transfer details used for a cryptocurrency transaction are accurate and fully compatible with the selected payment method and the Company's accepted technical parameters. Cryptocurrency transactions recorded on a blockchain are generally irreversible once broadcast and confirmed, and the Company shall not be liable for any loss, delay, failed recovery, or reduction in value arising from market volatility, incorrect wallet details, incompatible networks, unsupported assets, delayed confirmations, or the irreversible nature of blockchain transactions, except to the extent such liability cannot be excluded under Applicable Law.

- 17.16. Where cryptocurrency payment methods are made available, the Company may apply additional anti-money laundering, counter-terrorist financing, sanctions, and fraud-prevention controls specific to digital asset transactions, including wallet screening, blockchain analytics, transaction monitoring, destination and source address risk assessment, and other compliance tools made available by specialized third-party service providers. To the extent required by Applicable Law, regulatory guidance, industry standards, or the rules of a relevant payment or virtual asset service provider, the Company may collect, verify, use, and transmit originator and beneficiary information in connection with a digital asset transfer and may require the Player to provide supplementary information concerning wallet ownership, transaction purpose, counterparty details, source of funds, source of wealth, or other information reasonably necessary to satisfy applicable compliance obligations, including so-called “Travel Rule” requirements where applicable. The Company reserves the right to delay, restrict, place on hold, return, or refuse any cryptocurrency deposit, withdrawal, or transfer where a wallet address, blockchain transaction, counterparty, protocol, asset, or related activity is identified as high-risk, sanctioned, suspicious, inadequately verified, linked to illicit activity, or otherwise inconsistent with the Company’s AML/CFT framework, and the Company may report or disclose relevant information to competent authorities or service providers where required by Applicable Law.
- 17.17. The Company may, at its sole discretion and subject to Applicable Law, determine which cryptocurrencies, stablecoins, tokenized assets, blockchain networks, token standards, and related payment rails are supported for deposits, withdrawals, or other payment functionality on the Website. Support for any specific digital asset, including any stablecoin, shall be limited to the blockchain network, protocol version, token standard, and technical parameters expressly designated by the Company or its authorized payment providers, and the Player shall be solely responsible for ensuring that any transfer is made using a supported asset and compatible network. The Company reserves the right at any time to list, delist, suspend, restrict, or discontinue support for any digital asset, stablecoin, token, blockchain network, sidechain, bridge, or related service for legal, regulatory, risk, liquidity, technical, operational, sanctions, fraud-prevention, or commercial reasons. The Company shall not be liable for any loss, delay, failed credit, failed withdrawal, market impact, or inability to recover funds arising from the use of unsupported assets, incompatible token standards or networks, protocol upgrades, smart contract failures, issuer actions, depegging events affecting stablecoins, hard forks, airdrops, redenominations, token migrations, blockchain congestion, or the suspension, restriction, or discontinuation of support for a particular asset or network, except to the extent such liability cannot be excluded under Applicable Law.
- 17.18. Where cryptocurrency payment methods are made available, the crediting of deposits and the release or completion of withdrawals may be subject to minimum blockchain confirmation thresholds, wallet security checks, provider-side processing requirements, and any other technical or compliance conditions determined by the Company or the relevant payment service provider. The number of confirmations required for a particular digital asset or network may vary and may be changed by the Company at any time based on network conditions, asset risk, payment provider requirements, fraud-prevention considerations, or Applicable Law. The Company may temporarily suspend, delay, queue, or reject cryptocurrency deposits or withdrawals during periods of blockchain congestion, excessive transaction fees, mempool backlog, validator or node instability, wallet service interruption, chain reorganization risk, smart contract incident, network outage, protocol upgrade, fork event, security alert, sanctions screening event, system maintenance, or any other technical, operational, or compliance-related circumstance that may affect the integrity, legality, or safe processing of the transaction. The Company shall not be liable for delays, failed processing, market movements, exchange-rate changes, or other loss arising from such confirmation requirements, outages, maintenance windows, or temporary suspensions, except to the extent such liability cannot be excluded under Applicable Law.
- 17.19. Fiat currency withdrawals are processed within the standard business-day schedules of the Company, the relevant payment service providers, correspondent institutions, and the receiving bank or financial institution, and may therefore be subject to delays caused by weekends, public holidays, local banking hours, payment cut-off times, intermediary bank processing, payment rail availability, or other

operational factors outside the Company's direct control. The initiation or approval of a withdrawal request by the Company does not guarantee same-day settlement or immediate receipt of funds by the Player. Processing times may vary depending on the payment method, currency, jurisdiction, account verification status, AML/CFT review, sanctions screening, fraud-prevention checks, and the procedures of third-party payment providers or financial institutions. The Company reserves the right to place a fiat withdrawal under additional review or to delay processing where required for security, compliance, operational integrity, or technical reasons, and shall not be liable for delays attributable to the Player's bank, payment provider, intermediary institutions, banking-system outages, or other circumstances beyond the Company's reasonable control, except to the extent such liability cannot be excluded under Applicable Law.

- 17.20. Where a fiat withdrawal is rejected, returned, reversed, unclaimed, or otherwise not completed by the receiving bank, correspondent institution, payment service provider, card issuer, or other financial intermediary, including as a result of incorrect or incomplete payment details, account closure, payment method restrictions, regulatory controls, sanctions screening, name mismatch, currency limitations, or refusal by the relevant institution, the Company may re-credit the returned amount to the Player's Account, place the funds on hold pending further review, or require the Player to provide updated payment details or an alternative verified payment method before any further withdrawal is processed. The Company may deduct any third-party charges, banking fees, return fees, intermediary costs, foreign exchange losses, or other expenses actually incurred in connection with the rejected or returned transaction, to the extent permitted by Applicable Law. The Company reserves the right to refuse repeated withdrawal attempts using the same failed payment route and may require additional verification or compliance checks before reprocessing a fiat withdrawal.
- 17.21. For bank transfer and similar account-to-account payment methods, the Company may require that the name of the sender, remitter, account holder, or beneficiary exactly or sufficiently matches the verified name of the Player registered on the Account, subject to reasonable allowances for formatting differences, transliteration, joint accounts approved by the Company, or other circumstances accepted under the Company's compliance procedures. The Company reserves the right to reject, return, place on hold, or decline to process any deposit or withdrawal where the originating or receiving bank account appears to be held by a third party, where the beneficiary details do not correspond to the verified Player identity, or where the Company is otherwise unable to establish lawful ownership or authorized control of the relevant payment account. The Company may request bank statements, account ownership confirmations, payment advices, confirmation letters, or any other information reasonably necessary to verify beneficiary ownership, the source or destination of funds, and the legitimacy of the transfer before releasing funds or crediting the Account.
- 17.22. By way of limited exception, the Company may permit the use of a joint bank account for deposits or withdrawals where the Player is a named joint account holder and the Company is able, to its reasonable satisfaction, to verify the Player's lawful ownership or authorized control of the relevant account. The Company may require additional documentation in such cases, including bank statements, account agreements, ownership confirmations, proof of relationship between the joint account holders where relevant, and any other information reasonably necessary to assess AML/CFT, fraud-prevention, and source-of-funds risks. The Company reserves the right, at its sole discretion, to refuse, restrict, or place on hold any transaction involving a joint account where the account structure, transaction pattern, jurisdiction, beneficiary details, or available information gives rise to elevated compliance, fraud, sanctions, or operational risk, or where the use of such account is otherwise inconsistent with the Company's payment-control procedures or Applicable Law.

18. PERIODICALLY USED TEST METHODS FOR QUALITY MONITORING

- 18.1. Our Company implements and maintains periodic testing, monitoring, auditing, and quality assurance procedures designed to ensure the integrity, security, fairness, reliability, and regulatory compliance of all gaming activities, gaming systems, payment processes, technical infrastructure, and operational procedures conducted through the Website. Quality monitoring activities are performed in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of

Chance (LOK), as well as applicable technical standards, internal compliance policies, information security procedures, anti-money laundering obligations, responsible gaming requirements, and industry best practices. The purpose of these testing and monitoring activities is to identify, prevent, detect, and remediate technical defects, operational irregularities, security vulnerabilities, compliance deficiencies, fraudulent conduct, and any circumstances that may adversely affect the integrity or proper functioning of the Company's gaming operations.

- 18.2. The Company periodically performs or obtains independent testing and verification of Random Number Generator ("RNG") systems, gaming algorithms, payout structures, game logic, return-to-Player ("RTP") calculations, and outcome-determining mechanisms used in virtual gaming products. Such testing may include statistical analysis, probability validation, randomness testing, software integrity verification, game simulation analysis, and certification procedures performed by qualified internal personnel or approved independent testing laboratories. The purpose of these procedures is to ensure that game outcomes remain random, fair, independent, and consistent with the approved technical specifications and regulatory requirements applicable to the relevant gaming products.
- 18.3. The Company periodically conducts technical testing and performance monitoring of its gaming platform, server infrastructure, communication systems, streaming systems, databases, interfaces, and software applications in order to verify operational stability, reliability, scalability, and security. Such testing may include load testing, stress testing, penetration testing, vulnerability scanning, latency monitoring, backup verification, failover testing, disaster recovery testing, network diagnostics, and infrastructure resilience assessments. The Company may also monitor system uptime, transaction processing times, gameplay continuity, streaming quality, and platform responsiveness to identify and address technical issues that may affect the Player experience or operational integrity of the gaming services.
- 18.4. The Company periodically reviews and monitors payment processing systems, financial transactions, deposit and withdrawal procedures, account activity, and transactional behavior in order to ensure operational accuracy, fraud prevention, anti-money laundering compliance, and financial integrity. Such monitoring may include transaction verification procedures, reconciliation controls, suspicious transaction analysis, payment instrument validation, chargeback monitoring, sanctions screening, and automated fraud detection measures. The Company may utilize internal monitoring systems and third-party compliance tools to identify unusual, suspicious, or potentially unlawful activity requiring further investigation or reporting under applicable legal and regulatory obligations.
- 18.5. The Company periodically monitors Player activity, gaming behavior, account usage patterns, and responsible gaming indicators in order to identify potential signs of excessive gambling activity, harmful behavior, or Player protection risks. Monitoring activities may include analysis of deposit patterns, wagering frequency, gameplay duration, self-exclusion activity, responsible gaming limit usage, behavioral indicators, and customer interactions. The Company may apply automated or manual review procedures and may implement protective measures, account restrictions, cooling-off interventions, or additional verification requirements where necessary to promote responsible gaming and comply with applicable Player protection obligations.
- 18.6. The Company periodically conducts internal compliance reviews, operational audits, procedural assessments, and risk evaluations relating to gaming operations, regulatory compliance, anti-money laundering controls, information security measures, responsible gaming procedures, and customer due diligence processes. Such reviews may be conducted by internal compliance personnel, external consultants, independent auditors, regulatory authorities, or approved service providers. The Company maintains records of relevant testing, monitoring, and audit activities in accordance with applicable legal and regulatory retention requirements and may provide such records to competent authorities upon lawful request.
- 18.7. The Company maintains monitoring procedures and incident response mechanisms designed to identify, investigate, document, and remediate operational incidents, technical malfunctions, security breaches, software defects, procedural failures, or compliance irregularities affecting the gaming platform or related services. Where testing or monitoring activities identify deficiencies or

vulnerabilities, the Company may implement corrective actions including software updates, system modifications, operational changes, enhanced security controls, temporary service suspension, or other remedial measures necessary to restore compliance, integrity, and operational stability. The Company reserves the right to suspend or restrict gaming activities where necessary to protect Players, maintain system integrity, or comply with applicable legal and regulatory obligations.

- 18.8. Where required by applicable law, regulatory standards, or internal compliance procedures, the Company may engage independent testing laboratories, software certification bodies, cybersecurity specialists, compliance consultants, or other qualified third-party service providers to perform assessments, audits, certifications, or technical evaluations of the Company's gaming systems and operational infrastructure. Such independent reviews may include certification of gaming software, RNG systems, information security controls, operational procedures, or other technical and compliance-related components of the gaming platform. The Company reserves the right to update, replace, or modify testing methodologies and monitoring procedures from time to time in order to maintain compliance with evolving regulatory requirements, technical standards, and industry best practices.

19. PLAYERS' PERSONAL DATA.

- 19.1. The objective of this policy is to establish a comprehensive security framework that mitigates risks associated with cyber threats, unauthorized access, fraud, and operational disruptions. Our Company is committed to protecting its assets, including customer data, financial transactions, and proprietary systems, through the implementation of effective security controls. The Company continuously evaluates and enhances its security posture to address emerging risks and evolving regulatory expectations. This includes regular updates to security protocols, monitoring systems, and response procedures. By implementing this policy, the company aims to ensure resilience, trust, and compliance across all operations.
- 19.2. This policy is enforced across all departments and systems within our Company, including IT infrastructure, software applications, databases, and communication channels. All personnel are required to comply with the provisions outlined herein, and management is responsible for ensuring enforcement and oversight. Security responsibilities are clearly defined and assigned to appropriate roles within the organization. Any deviation from this policy must be approved by authorized personnel and documented accordingly. This ensures accountability and consistency in the application of security measures.
- 19.3. We acknowledge the importance of maintaining a secure environment to uphold its license with the GCB. As such, this policy is designed not only to protect internal assets but also to ensure compliance with external regulatory requirements. The Company implements a risk-based approach to security, prioritizing controls based on the likelihood and impact of potential threats. This approach allows the company to allocate resources effectively while maintaining a strong security posture. Continuous improvement is a key principle of this policy.
- 19.4. This policy is reviewed periodically to ensure its relevance and effectiveness in addressing current and emerging security challenges. Updates are made as necessary to reflect changes in technology, regulatory requirements, and industry best practices. All employees are informed of updates and are required to comply with the revised policy. Through this dynamic approach, our Company ensures that its security framework remains robust and capable of protecting its operations in a rapidly evolving digital environment.
- 19.5. The Company collects, processes, stores, and protects Players' personal data in accordance with the applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK), applicable anti-money laundering and counter-terrorist financing obligations, data protection requirements, regulatory compliance standards, and the Company's internal privacy and information security policies. Personal data is processed solely for legitimate business purposes connected with the provision of gaming services, regulatory compliance, fraud prevention, account administration,

payment processing, customer support, responsible gaming measures, and the protection of the integrity and security of the Company's operations.

- 19.6. The Company shall collect and store personal data including, but not limited to, full name, date of birth, residential address, nationality, contact information, account credentials, payment and transaction information, identity verification documentation, government-issued identification records, gameplay and wagering activity, device and technical information, IP addresses and geolocation data, communication records, responsible gaming data, compliance and due diligence records, and any other information required for operational, legal, regulatory, or security purposes. The Company may also process additional information obtained from third-party verification providers, payment service providers, fraud prevention services, sanctions screening databases, and regulatory reporting systems where necessary to comply with applicable legal obligations.
- 19.7. Players' personal data may be stored and processed for purposes including the creation and administration of Player accounts, identity and age verification, the processing of deposits and withdrawals, compliance with anti-money laundering ("AML") and counter-terrorist financing ("CTF") obligations, fraud prevention and security monitoring, responsible gaming and Player protection measures, customer support and dispute resolution, regulatory reporting and audit requirements, technical maintenance and operational monitoring, the prevention of unlawful or prohibited activities, marketing communications where permitted by applicable law and consent requirements, and the enforcement of the Company's Terms and Conditions and internal policies. The Company shall process personal data only to the extent necessary and proportionate for the relevant lawful purposes.
- 19.8. The Company stores and processes Players' personal data through secure technical infrastructure and data management services provided by an approved third-party data hosting and processing provider established and operating in Curaçao. Such third-party provider performs data storage, hosting, backup, cybersecurity, and related technical support services on behalf of the Company in accordance with applicable laws and regulations of Curaçao, including the National Ordinance on Games of Chance (LOK), applicable data protection requirements, anti-money laundering obligations, and information security standards. The Company ensures that the third-party provider is contractually bound by appropriate confidentiality, data protection, security, and compliance obligations and implements technical and organizational measures designed to protect personal data against unauthorized access, disclosure, alteration, misuse, or loss. All personal data stored through such third-party provider remains subject to the Company's privacy policies, internal compliance procedures, applicable retention requirements, and lawful requests or obligations imposed by competent regulatory or governmental authorities

20. SECURITY OF PLAYERS' PERSONAL DATA.

- 20.1. Our Company implements strict access control measures to ensure that only authorized individuals can access its systems, applications, and data. Access is granted based on the principle of least privilege, meaning that employees are provided with the minimum level of access necessary to perform their job functions. This minimizes the risk of unauthorized access and limits the potential impact of security breaches. Access rights are reviewed periodically and updated as necessary to reflect changes in roles or responsibilities. Any changes in access must be approved and documented by authorized personnel.
- 20.2. User authentication mechanisms are enforced across all systems to verify the identity of individuals accessing company resources. This includes the use of strong passwords, multi-factor authentication, and secure login protocols. Employees are required to maintain the confidentiality of their login credentials and must not share them with any other individual. The company implements automated systems to detect and prevent unauthorized login attempts. Repeated failed login attempts may result in account suspension to prevent potential security breaches.
- 20.3. The company maintains a centralized identity management system to manage user accounts and access permissions. This system ensures that access rights are consistently applied across all platforms and that user accounts are created, modified, and deactivated in a controlled manner. When an employee joins, changes roles, or leaves the company, their access rights are promptly updated or revoked. This

reduces the risk of orphaned accounts and unauthorized access. All account activities are logged and monitored for audit and compliance purposes.

- 20.4. Privileged access, such as administrative or system-level access, is subject to enhanced controls and monitoring. Individuals with elevated privileges are required to adhere to stricter security requirements and are subject to additional oversight. Their activities are closely monitored to detect any unauthorized or suspicious actions. Access to privileged accounts is granted only after thorough evaluation and approval. This ensures that critical systems are protected from misuse or compromise.
- 20.5. Regular audits of access control systems are conducted to ensure compliance with internal policies and regulatory requirements. These audits help identify potential vulnerabilities, unauthorized access, or policy violations. Any discrepancies are investigated, and corrective actions are implemented promptly. The company continuously improves its access control mechanisms to adapt to changing security threats. This proactive approach ensures that access to sensitive systems remains secure and controlled.
- 20.6. Our Company maintains a comprehensive incident management framework to detect, respond to, and recover from security incidents in a timely and effective manner. An incident is defined as any event that may compromise the confidentiality, integrity, or availability of company systems or data. The company has established clear procedures for identifying, reporting, and managing such incidents. All employees are required to report any suspected security incident immediately to the designated security team. Prompt reporting is essential to minimize potential damage and ensure effective response.
- 20.7. The incident response process includes identification, containment, eradication, recovery, and post-incident analysis. Once an incident is reported, the security team assesses its severity and initiates appropriate response actions. Containment measures are implemented to prevent further impact, followed by steps to eliminate the root cause of the incident. Recovery procedures are then executed to restore normal operations in a controlled manner. This structured approach ensures that incidents are handled efficiently and systematically.
- 20.8. All incidents are documented in detail, including their nature, impact, response actions, and resolution. This documentation is essential for internal review, regulatory reporting, and continuous improvement. The company conducts post-incident analyses to identify lessons learned and to prevent recurrence of similar incidents. These findings are used to enhance security controls and update response procedures. The organization is committed to transparency and accountability in its incident management practices.
- 20.9. Where required, incidents are reported to the GCB and other relevant authorities in accordance with regulatory obligations. The company ensures that all reporting is accurate, timely, and complete. Communication with regulators is handled by designated personnel to ensure consistency and compliance. This ensures that the company fulfills its legal and regulatory responsibilities while maintaining trust with oversight bodies. Regulatory reporting is treated as a critical component of the incident management process.
- 20.10. The company conducts regular testing of its incident response capabilities through simulations and drills. These exercises are designed to evaluate the effectiveness of response procedures and the readiness of personnel. Lessons learned from these tests are used to improve processes and enhance preparedness. This continuous testing approach ensures that the organization is capable of responding effectively to real-world security incidents. It reinforces the company's commitment to maintaining a secure and resilient operational environment.
- 20.11. Our Company implements physical and environmental security measures to protect its infrastructure, equipment, and personnel from unauthorized access, damage, or disruption. Access to facilities where critical systems are hosted is strictly controlled and limited to authorized individuals only. Physical access controls may include secure entry systems, access cards, biometric verification, and surveillance systems. All visitors are required to register upon entry and must be accompanied by authorized

personnel at all times. These controls ensure that physical access to sensitive areas is monitored and restricted.

- 20.12. The company ensures that its equipment and infrastructure are protected from environmental risks such as fire, flooding, power failures, and other natural or man-made hazards. Data centers and critical operational areas are equipped with appropriate environmental safeguards, including fire suppression systems, temperature control, and backup power supplies. Regular inspections are conducted to verify that these safeguards are functioning properly. Any deficiencies are addressed promptly to minimize risk. This ensures the continuity of operations even in adverse conditions.
- 20.13. All company assets, including hardware and documents, are subject to strict asset management controls. Equipment must be registered, tracked, and assigned to authorized personnel. Employees are responsible for the proper use and care of company-issued assets and must not remove equipment from designated areas without approval. Upon termination of employment or reassignment, all assets must be returned to the company. This ensures accountability and reduces the risk of loss or theft.
- 20.14. Secure storage and disposal of physical documents are also enforced to prevent unauthorized access to sensitive information. Documents containing confidential or sensitive data must be stored in secure cabinets or designated secure areas. When no longer required, such documents must be destroyed using approved methods, such as shredding or secure disposal services. Employees are responsible for ensuring that sensitive information is not left unattended or exposed. These measures help protect both physical and informational assets.
- 20.15. Periodic audits and inspections are conducted to assess compliance with physical security standards. These reviews help identify potential vulnerabilities and ensure that all physical safeguards are functioning as intended. Any issues identified during audits are addressed through corrective actions and process improvements. The company continuously reviews and updates its physical security measures to align with evolving risks and regulatory expectations. This ensures a secure and controlled operational environment.
- 20.16. Our Company maintains a secure network infrastructure designed to protect its systems and data from unauthorized access, cyberattacks, and service disruptions. The company implements firewalls, intrusion detection and prevention systems, and network segmentation to create multiple layers of defense. These controls are configured to monitor and restrict traffic based on predefined security rules. Regular updates and patches are applied to all network devices to address known vulnerabilities. This ensures that the network remains secure and resilient against threats.
- 20.17. All network communications are secured using encryption protocols to protect data in transit. This includes the use of secure communication channels for internal and external data exchanges. Sensitive data transmitted across networks is encrypted to prevent interception or unauthorized access. The company enforces strict policies regarding the use of unsecured networks and prohibits the transmission of sensitive information over unprotected channels. This helps maintain the confidentiality and integrity of data.
- 20.18. Network access is restricted to authorized users and devices through authentication mechanisms and access control lists. Devices connecting to the company's network must comply with security requirements, including up-to-date antivirus software and system updates. Unauthorized devices are not permitted to access the network. The company monitors network activity to detect anomalies and potential security incidents. This proactive monitoring helps identify and mitigate threats in real time.
- 20.19. Regular vulnerability assessments and penetration testing are conducted to evaluate the security of the network infrastructure. These assessments help identify weaknesses that could be exploited by malicious actors. The results are used to strengthen security controls and improve overall resilience. The company ensures that identified vulnerabilities are addressed in a timely manner. This continuous assessment process supports a proactive approach to network security.
- 20.20. The company maintains backup and recovery systems to ensure business continuity in the event of a network failure or cyber incident. Data backups are performed regularly and stored securely in separate

locations. Recovery procedures are tested periodically to ensure their effectiveness. These measures ensure that critical systems can be restored quickly with minimal disruption. This supports the availability and reliability of the company's services.

- 20.21. Our Company recognizes that third-party vendors and service providers play a critical role in its operations and therefore extends its security standards to all external partners. All third parties must undergo a thorough due diligence process before being granted access to company systems or data. This includes an assessment of their security practices, compliance with applicable regulations, and ability to meet the company's security requirements. Only vendors that meet these standards are approved for engagement. This ensures that external risks are properly managed.
- 20.22. Contracts with third-party providers must include clear security and data protection obligations. These agreements define the responsibilities of each party regarding the handling, processing, and protection of sensitive information. Vendors are required to implement appropriate security controls and comply with all relevant laws and regulations. The company reserves the right to audit third-party security practices to ensure compliance. This contractual framework helps maintain accountability and alignment with the company's security objectives.
- 20.23. Access granted to third-party vendors is strictly controlled and limited to the minimum necessary for their function. Vendors are provided with restricted access to systems and data based on their role and responsibilities. Access is monitored and reviewed regularly to ensure it remains appropriate. Any unauthorized access or suspicious activity is investigated promptly. This helps prevent potential security breaches originating from external sources.
- 20.24. The company requires third-party vendors to report any security incidents that may affect the company's systems or data. Incident reporting obligations are clearly defined in vendor agreements. Vendors must cooperate fully with the company during incident investigations and response efforts. This ensures that incidents are managed effectively and that risks are minimized. Timely communication is critical to maintaining security and compliance.
- 20.25. Periodic reviews and audits of third-party vendors are conducted to ensure ongoing compliance with security requirements. These reviews assess the effectiveness of vendor controls and identify any areas for improvement. The company may suspend or terminate relationships with vendors that fail to meet security standards. This ensures that all external partners maintain a level of security consistent with the company's expectations. Continuous monitoring helps protect the integrity of the overall ecosystem.
- 20.26. Our Company is committed to maintaining full compliance with all applicable laws, regulations, and licensing requirements, including those established by the GCB. The company implements internal controls and monitoring mechanisms to ensure adherence to these requirements. Compliance is an integral part of daily operations and is embedded in all business processes. Employees are expected to understand and comply with relevant regulations as part of their responsibilities. This ensures that the company operates within legal and regulatory boundaries.
- 20.27. Regular internal audits are conducted to assess compliance with security policies, procedures, and regulatory requirements. These audits evaluate the effectiveness of controls and identify any deviations or weaknesses. Audit findings are documented and reported to senior management for review and action. Corrective measures are implemented to address any identified issues. This process ensures continuous improvement and accountability within the organization.
- 20.28. The company also undergoes external audits as required by regulatory authorities. These audits provide an independent assessment of the company's compliance and security posture. Our Company cooperates fully with auditors and provides all necessary documentation and access to systems. The findings of external audits are taken seriously and used to enhance internal controls. This demonstrates the company's commitment to transparency and regulatory compliance.
- 20.29. Compliance training is provided to all employees to ensure they understand their obligations under applicable laws and company policies. This training covers topics such as responsible gaming, data

protection, anti-money laundering, and information security. Employees are required to complete training programs and may be subject to periodic refresher courses. This ensures that all personnel remain informed and compliant with regulatory expectations. Training reinforces the importance of compliance in daily operations.

- 20.30. Non-compliance with this policy or applicable regulations is treated as a serious matter and may result in disciplinary action, including termination of employment. The company maintains a zero-tolerance approach to violations that compromise security or regulatory compliance. All suspected violations are investigated thoroughly and handled in accordance with established procedures. This ensures accountability and reinforces the importance of maintaining high standards of compliance and security throughout the organization.
- 20.31. The Company processes the personal data of every Player to provide them with the Website's Services. The Company carries out all activities that relates to personal data processing in accordance with the law on protection of personal data. The Company handles the personal data of the Player in order to carry out verification procedures. The Company reserves the right to carry out verifications from time to time or on the request of third parties (including regulatory bodies). The possibility of withdrawing funds may be restricted during the verification. The Company reserves the right to close the Player's Account in case the information that was provided by the Player remains false, inaccurate, misleading, and/or otherwise incomplete. The Company does not disclose the Player's personal information to third parties. The disclosure is possible in case of the business relationship with such a third party, particularly when the third party conducts transactions, verification procedures etc. Only in such cases, the third party may obtain the personal information of the Player.

21. STORAGE PERIODS AND RETENTION TERMS OF PLAYERS' PERSONAL DATA

- 21.1. The Company retains Players' personal data for as long as necessary to fulfill the purposes for which such data was collected and to comply with applicable legal, regulatory, operational, accounting, tax, anti-money laundering, and licensing obligations. Unless a longer retention period is required or permitted by applicable law, the Company may retain personal data, account records, transactional information, identification documents, gameplay records, communications, and compliance documentation for a minimum period of five (5) years following the closure of the Player account, completion of the business relationship, or conclusion of the relevant transaction or investigation.
- 21.2. Where required by applicable law, regulatory obligations, ongoing investigations, dispute resolution procedures, fraud prevention requirements, or competent authority requests, the Company may retain certain data for a longer period. Upon expiration of the applicable retention period, personal data may be securely deleted, anonymized, archived, or otherwise disposed of in accordance with the Company's internal data retention and destruction procedures.

22. SHARING OF PLAYERS' PERSONAL DATA

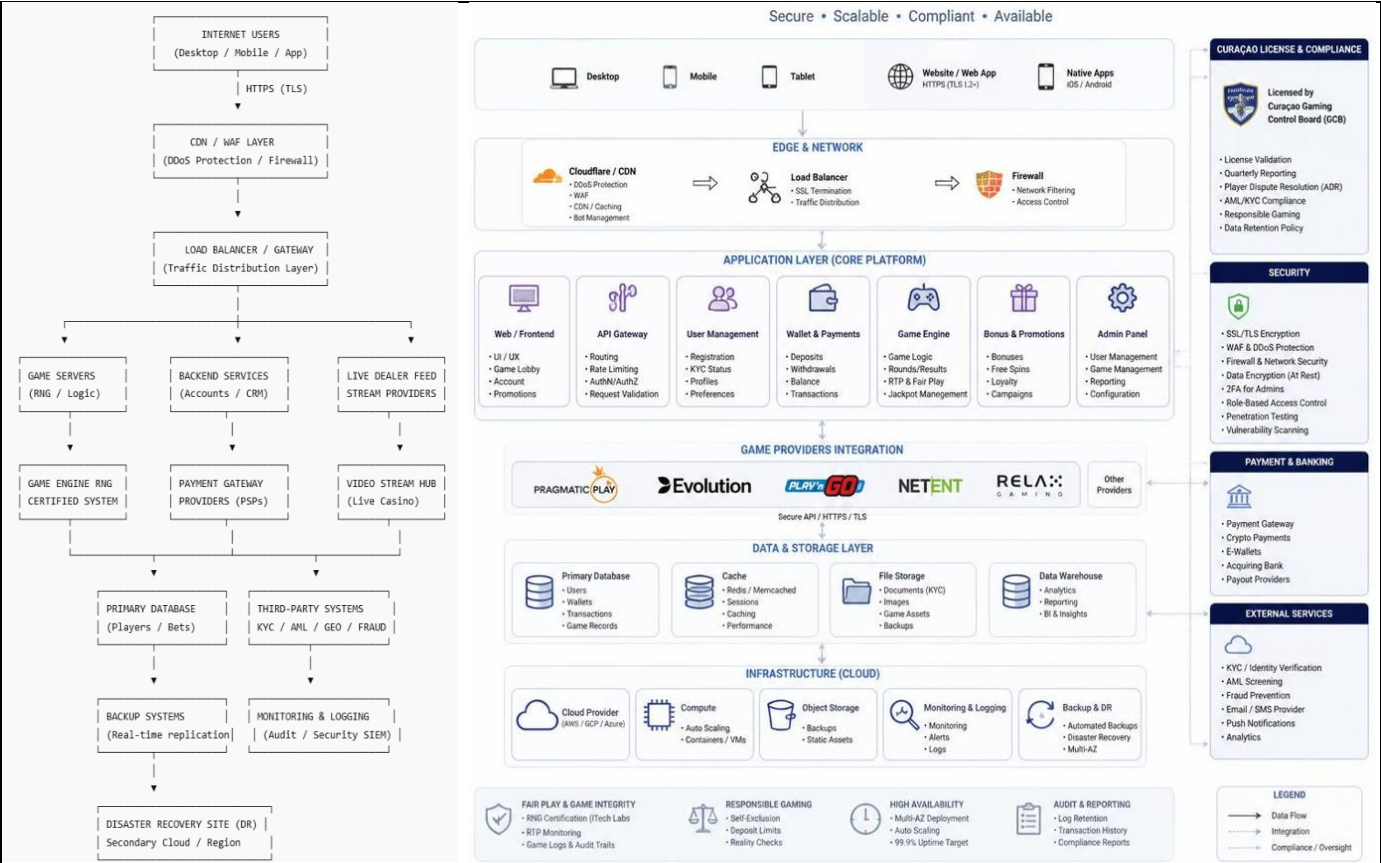
- 22.1. The Company may share Players' personal data with affiliated entities, payment service providers, identity verification providers, fraud prevention services, software providers, compliance consultants, professional advisors, auditors, regulatory authorities, law enforcement agencies, or other third parties where necessary for operational, legal, regulatory, security, or compliance purposes. Personal data may be transferred to and processed in jurisdictions outside the Player's country of residence where such transfers are necessary for the provision of services or compliance with applicable obligations. The Company shall take reasonable steps to ensure that any international transfer of personal data is conducted in accordance with applicable legal and security requirements and subject to appropriate safeguards.
- 22.2. Subject to applicable law and regulatory limitations, Players may have the right to request access to their personal data, request correction of inaccurate information, request restriction of certain processing activities, withdraw consent for marketing communications, or request deletion of personal data where retention is no longer legally required. The Company reserves the right to refuse or limit such requests where retention or processing of data remains necessary to comply with legal

obligations, licensing requirements, anti-money laundering regulations, fraud prevention measures, dispute resolution procedures, or the protection of the Company's legitimate interests.

- 22.3. Any sharing of Players' personal data by the Company shall be limited to the minimum information reasonably necessary for the relevant lawful purpose and shall take place only where the receiving party is subject to appropriate confidentiality, data protection, information security, and, where relevant, regulatory compliance obligations. The Company may require service providers and other recipients to use such data solely for the specific services or compliance functions for which it was disclosed, to implement appropriate technical and organizational safeguards, and not to further disclose the data except where required by Applicable Law, a competent authority, or the Company's documented instructions. The Company reserves the right to refuse, limit, suspend, or terminate any data sharing arrangement where it reasonably determines that the recipient does not provide adequate safeguards, fails to comply with contractual or legal requirements, or otherwise presents an unacceptable legal, compliance, security, or operational risk.

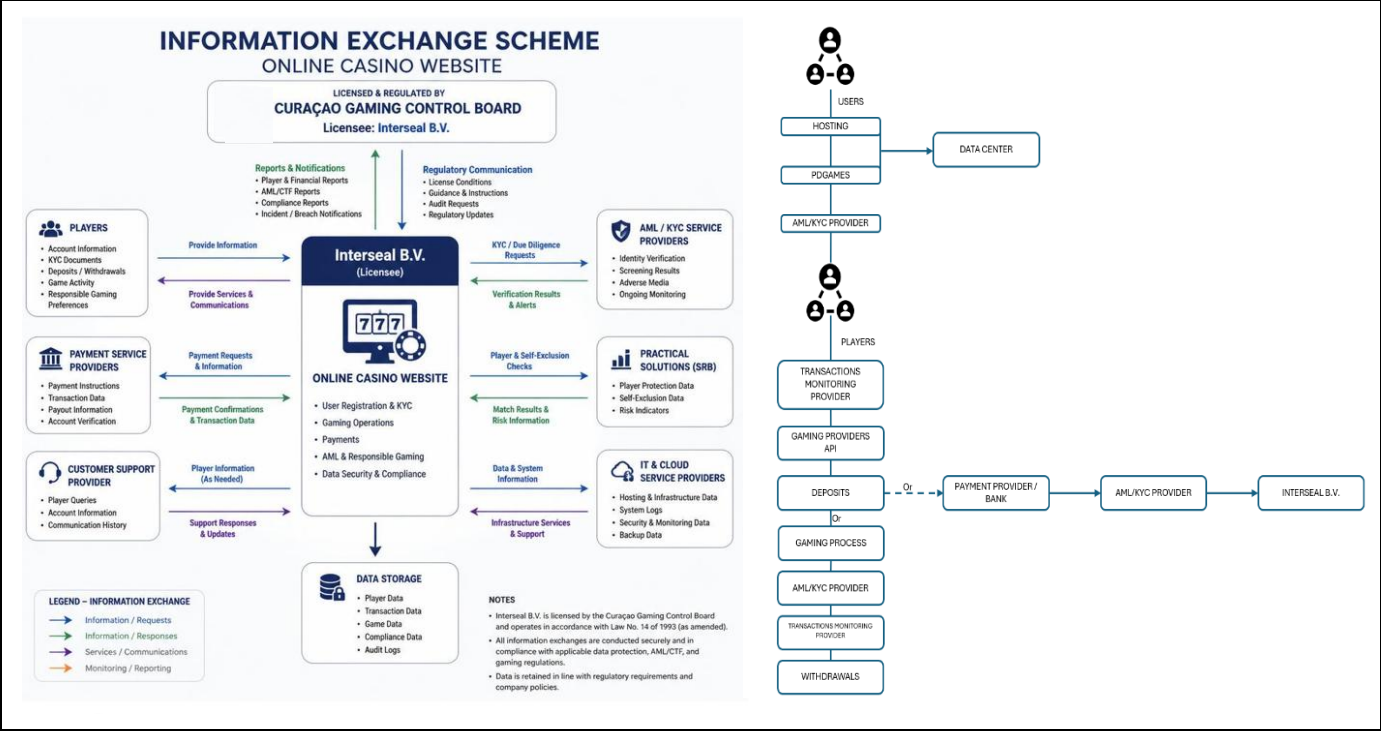
23. A DIAGRAM OF THE TECHNICAL INFRASTRUCTURE, ALONG WITH A DESCRIPTION OF RESTORATION POSSIBILITIES

- 23.1. Key Layers and Components. User Layer: Players access via web browsers or mobile apps (iOS/Android). Traffic routes through a CDN (e.g., Cloudflare) and load balancers for global low-latency delivery and DDoS protection. Frontend & API Layer: Web/app servers handle the UI/UX. An API Gateway manage authentication, rate limiting, and routing to backend services.
- 23.2. Core Gaming & Business Logic: Game Servers with certified RNG (Random Number Generator) for fairness—must be independently tested and certified. Game Content Servers or aggregators for slots, table games, live dealer, etc. Wallet/Payment Service: Manages Player balances (often separate ledger for auditability), handles deposits/withdrawals via multiple gateways (cards, e-wallets, crypto). Strong KYC/AML integration required.
- 23.3. Data & Compliance Layer: Player Database (secure, often with encryption and auditing). Monitoring, Logging, Analytics & Compliance tools for real-time oversight, responsible gambling, fraud detection, and reporting to CGA.
- 23.4. Curacao-Specific Requirements: At least one primary server (or "master node") hosting critical elements like transaction databases, RNG systems, or key Player data must be physically located in Curacao (Tier-III+ data center). This enables direct regulatory audits.
- 23.5. Infrastructure: Typically a hybrid/cloud setup (e.g., AWS/Azure for scalability + local Curacao hosting for compliance). Microservices architecture is common for independent scaling of wallet, sessions, and games.
- 23.6. Backups include: incremental backups (continuous updates). Full system snapshots (scheduled intervals). Encrypted off-site storage. Geo-redundant cloud replication. Backup integrity is regularly tested through restoration simulations to ensure data consistency and recoverability.



TECHNICAL INFRASTRUCTURE (Patch 3.121 with custom mods)

The Company maintains a structured Disaster Recovery ("DR") and Business Continuity framework designed to ensure the rapid restoration of gaming services in the event of a technical emergency, including system failure, cyberattack, data corruption, infrastructure outage, third-party service disruption, or force majeure events affecting operational availability. The primary objective is to minimize downtime, preserve data integrity, protect Player balances, and ensure continuity of critical gaming and financial operations.



General process scheme 2.012

24. RESTORATION POSSIBILITIES IN TECHNICAL EMERGENCY SITUATIONS

- 24.1. Our Company operates continuous data replication between the primary production environment and secure backup systems. Player accounts, transaction records, game results, and financial data are stored in redundant databases with real-time or near-real-time synchronization.
- 24.2. Backups include: Incremental backups (continuous updates). Full system snapshots (scheduled intervals). Encrypted off-site storage. Geo-redundant cloud replication. Backup integrity is regularly tested through restoration simulations to ensure data consistency and recoverability.
- 24.3. In the event of a critical system failure, the Company may activate a secondary Disaster Recovery (“DR”) environment hosted in a separate geographic location or isolated cloud infrastructure. The DR site is capable of: Restoring core gaming services. Re-establishing account access. Resuming payment processing functions. Replaying validated game and transaction logs. Maintaining RNG integrity and game fairness continuity. Failover to the DR environment may be automatic or manually triggered depending on the severity and nature of the incident.
- 24.4. The infrastructure is designed with failover mechanisms at multiple levels, including load balancing, database replication, and redundant application servers. In case of partial failure, traffic is automatically rerouted to healthy servers, affected services are isolated to prevent system-wide disruption, and non-critical features may be temporarily disabled to preserve core functionality. Core priority systems include Player authentication, wallet and balance integrity, game outcome recording, and payment processing continuity.
- 24.5. Upon detection of a technical emergency, the Company initiates an incident response protocol which includes identification and classification of the incident severity, immediate containment measures, activation of backup or DR systems if required, internal escalation to technical and compliance teams, notification to third-party providers where relevant, continuous monitoring and stabilization efforts, and, where necessary, suspension of affected game rounds or transactions until system integrity is fully restored.

Severity Classification	Service Impact Criteria	Acknowledgement SLA	Restoration SLA / Workaround SLA	Escalation / Communication Standard
Severity 1 (Critical)	Complete unavailability of the Website or core gaming infrastructure; inability of Players to access accounts; failure of wallet, payment, authentication, or core transaction-processing services; material cybersecurity event; corruption of critical data; or any incident materially affecting regulatory compliance, Player balances, or game integrity.	Immediate acknowledgement, and in any event no later than 15 minutes from detection or formal escalation.	Target restoration within 2 hours. Where full restoration is not immediately possible, the Company shall implement emergency containment and continuity measures without undue delay and proceed to full recovery on a highest-priority basis.	Immediate escalation to senior technical personnel, compliance, and management. Internal status updates shall be issued at frequent intervals until stabilization. Player-facing incident or maintenance notices shall be issued where appropriate. Regulatory notification shall be made without undue delay where required by Applicable Law or CGA requirements.

Severity 2 (High)	Major degradation affecting an important service or a significant number of users, including repeated payment disruption, game-launch failures, live gaming interruption, widespread latency, malfunction of responsible gaming controls, or failures materially affecting important operational processes without causing total platform outage.	No later than 30 minutes from detection or formal escalation.	Target restoration within 4 hours. Where a complete fix is not achievable within that period, a commercially reasonable workaround or temporary continuity measure should be implemented within the same timeframe.	Escalation to the relevant technical owner and operational management. Internal status reporting shall continue at reasonable intervals until service is stabilized. Player-facing notices may be issued where the disruption is visible or materially affects gameplay, payments, or account access.
Severity 3 (Medium)	Partial malfunction affecting a limited service, game category, payment method, interface function, reporting process, or back-office tool; intermittent errors; reduced system performance; or isolated incidents not resulting in critical or widespread outage.	No later than 2 hours from detection or formal escalation.	Target restoration within 1 business day, or inclusion in the next approved maintenance or release cycle where immediate correction is not operationally required and service continuity can reasonably be maintained.	Escalation to the responsible technical or product function. The incident shall be logged, tracked, and monitored through closure. Player communication shall be made where the issue has a direct and visible effect on affected users.
Severity 4 (Low)	Minor defects, cosmetic issues, isolated display or content errors, or other low-impact technical anomalies that do not materially affect gameplay, payments, account security, responsible gaming controls, or regulatory compliance.	No later than 1 business day from detection or formal escalation.	Target correction within 5 business days or during the next scheduled maintenance release, depending on operational priority and change-management planning.	The issue shall be logged and assigned to the appropriate owner for routine remediation. Escalation beyond the responsible team is not ordinarily required unless the issue recurs, deteriorates, or reveals a broader control or quality concern.

- 24.6. Once the system is stabilized, the Company performs controlled restoration of services in phases: Core infrastructure recovery (authentication and wallet systems). Game systems restoration (RNG, live, and virtual games). Payment system reconciliation. Verification of transactional integrity. Resumption of full

platform functionality. All game results and financial transactions are validated against authoritative server logs to ensure accuracy and prevent duplication or loss.

24.7. Following any major technical incident, the Company conducts a post-incident review to assess: Root cause of the failure. System performance during recovery. Effectiveness of failover mechanisms. Compliance and reporting obligations. Required improvements to infrastructure or procedures. Findings are used to strengthen system resilience, improve redundancy, and enhance overall operational stability.

24.8. The Company operates a multi-layered technical infrastructure designed to ensure operational availability, data integrity, cybersecurity, scalability, transactional reliability, and continuity of gaming operations. The infrastructure consists of interconnected systems including Player-facing interfaces, gaming engines, backend operational systems, payment processing integrations, compliance systems, monitoring tools, and disaster recovery environments.

25. **TECHNICAL SECURITY**

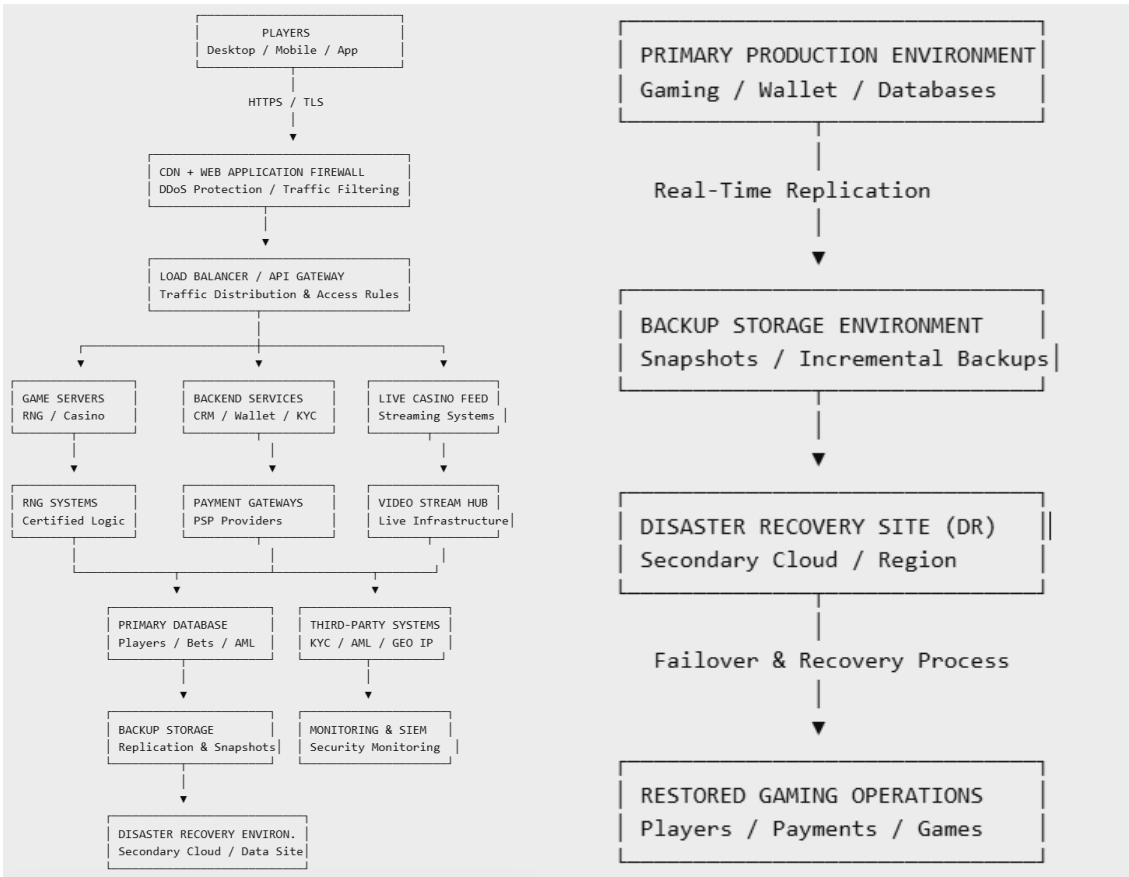
25.1. The Company implements technical and organizational safeguards intended to maintain operational integrity, system security, data confidentiality, and uninterrupted service availability to the greatest extent reasonably possible. Such safeguards may include encrypted communications utilizing secure TLS/SSL protocols, firewall protection, distributed denial-of-service ("DDoS") mitigation systems, intrusion detection and prevention technologies, access control mechanisms, multi-factor authentication procedures, security monitoring systems, audit logging tools, network segmentation, backup encryption, and vulnerability management procedures. Access to production systems and critical operational infrastructure is restricted to authorized personnel and approved service providers with legitimate operational responsibilities, and all such access is subject to internal authorization procedures, monitoring controls, and confidentiality obligations. The Company further maintains centralized monitoring and logging systems designed to continuously supervise infrastructure performance, transaction processing, gameplay activity, payment operations, security events, technical anomalies, and suspicious operational behavior. Monitoring activities may be supported through automated alerting systems, Security Information and Event Management ("SIEM") solutions, infrastructure analytics tools, transaction monitoring systems, and incident escalation procedures intended to facilitate timely detection and remediation of operational or cybersecurity incidents.

25.2. The Company maintains backup, replication, and disaster recovery systems intended to ensure the preservation, recoverability, and integrity of critical operational and Player-related data in the event of technical emergencies, system failures, cyber incidents, data corruption, infrastructure outages, or force majeure circumstances affecting gaming operations. Player balances, gaming records, wagering activity, financial transactions, compliance documentation, and operational logs are stored within secured database environments utilizing redundancy controls, real-time or near-real-time replication procedures, incremental backup mechanisms, and encrypted storage systems. Backup copies may be retained within geographically separate environments or approved cloud infrastructure in order to minimize the risk of permanent data loss and ensure business continuity. The Company periodically performs restoration testing, backup verification procedures, infrastructure simulations, and disaster recovery exercises intended to validate the effectiveness, reliability, and recoverability of backup systems and operational continuity procedures.

25.3. In the event of a technical emergency or material operational disruption affecting the primary production environment, the Company may activate its Disaster Recovery ("DR") procedures and failover infrastructure in order to restore critical gaming and operational services as efficiently as reasonably possible. The disaster recovery environment may consist of secondary hosting infrastructure, replicated databases, backup networking systems, alternative cloud regions, redundant server environments, and recovery orchestration mechanisms designed to maintain continuity of core

operational functions, including Player authentication, wallet systems, gaming functionality, payment processing, and compliance systems. Depending on the nature and severity of the incident, failover procedures may occur automatically or through manual activation by authorized technical personnel. During restoration activities, the Company may temporarily suspend gaming operations, payment processing, or access to specific Website functionalities where necessary to preserve system integrity, prevent data inconsistencies, comply with regulatory obligations, or protect Players and operational infrastructure from further disruption.

25.4. Following stabilization of the affected systems, the Company performs reconciliation and validation procedures intended to confirm the integrity of Player balances, wagering records, game outcomes, financial transactions, and operational data prior to full restoration of gaming services. Such procedures may include verification against authoritative server logs, transaction records, replicated databases, and audit systems maintained by the Company or approved third-party service providers. The Company additionally maintains internal incident response and post-incident review procedures intended to identify the root cause of technical incidents, evaluate system performance during recovery operations, assess operational and compliance impacts, and implement corrective measures or infrastructure improvements designed to strengthen future resilience and operational continuity. The Company reserves the right to modify, replace, enhance, or restructure its technical infrastructure, security controls, backup systems, disaster recovery procedures, or third-party technical arrangements at any time where necessary to maintain compliance, operational stability, cybersecurity, scalability, and integrity of the Games of Chance offered through the Website.



Technical Infrastructure Security Architecture / Disaster Recovery Infrastructure

25.5. Our Company maintains a disaster recovery and business continuity framework intended to ensure the restoration and continuation of critical gaming operations in the event of technical emergencies, cyber

incidents, infrastructure failures, data corruption, hosting outages, payment disruptions, force majeure circumstances, or other operational incidents affecting the availability or integrity of the gaming platform.

- 25.6. The Company maintains backup and replication systems designed to preserve operational continuity and protect critical data, including Player account information, balances, wagering activity, gaming outcomes, transaction histories, compliance records, and operational logs. Backup procedures may include real-time or near-real-time replication, encrypted incremental backups, periodic full system snapshots, geographically separated storage environments, cloud-based backup infrastructure, and redundant database systems.
- 25.7. In the event of a material technical incident affecting the primary production environment, our Company may activate its disaster recovery procedures and secondary recovery infrastructure in order to restore operational services as efficiently as reasonably possible. The disaster recovery environment may consist of replicated databases, backup application servers, alternative hosting environments, cloud failover systems, backup networking infrastructure, and secondary operational environments capable of restoring core gaming functions, Player authentication systems, wallet services, payment processing, and compliance systems.
- 25.8. During a technical emergency, the Company may temporarily suspend access to certain games, payment functions, account services, or Website features where necessary to preserve operational integrity, prevent data inconsistencies, protect Player balances, comply with regulatory obligations, or mitigate further technical impact. Recovery procedures may include identification and isolation of affected systems, activation of failover environments, restoration of core infrastructure, reconciliation of gaming and payment records, validation of Player balances, and gradual resumption of normal operational functionality.

26. PRINCIPLES OF RESPONSIBLE GAMING

- 26.1. The Company has implemented responsible gaming principles throughout the operation of the Website and the provision of Games of Chance in accordance with the applicable provisions of the National Ordinance on Games of Chance (LOK), including Article 2.2, third paragraph, Article 5.4, and Article 5.6. The operational framework of the Company is designed to promote safe, controlled, and socially responsible participation in gaming activities while preventing excessive gambling behavior, underage gambling, fraud, and misuse of the gaming platform. The Company provides Players with access to responsible gaming tools and protective measures, including age verification procedures, identity verification controls, deposit limits, wagering limits, loss limits, session time reminders, cooling-off periods, self-exclusion mechanisms, account restriction functionality, and access to responsible gaming information and support resources.
- 26.2. Our further implements monitoring systems intended to identify potentially harmful gambling behavior, unusual gameplay patterns, or indicators of gambling-related risk, and may apply additional restrictions or interventions where necessary for Player protection purposes. Responsible gaming notices, warnings, educational materials, and access to support organizations are made available throughout the Website, including within registration processes, Player account sections, and dedicated responsible gaming pages. Employees and relevant third-party service providers engaged by the Company may receive training and operational guidance relating to responsible gaming obligations, Player protection procedures, and escalation measures applicable under the Company's compliance framework. The Company additionally reserves the right to suspend, restrict, or terminate Player access where required to comply with responsible gaming obligations, regulatory requirements, or the protection of Players and the integrity of the gaming operation.
- 26.3. Our Company recognizes that gambling should be conducted exclusively as a form of entertainment and recreation and is committed to promoting safe, fair, transparent, and socially responsible gaming

practices. The Company further acknowledges its responsibility to implement appropriate safeguards intended to prevent excessive gambling behavior, underage gambling, gambling-related harm, fraud, financial abuse, and misuse of the gaming platform.

- 26.4. The Company implements responsible gaming principles throughout the operation of the Website and all gaming activities offered through the platform. The operational framework of the Company is designed to ensure that gaming activities are conducted in a fair, transparent, controlled, and socially responsible manner while protecting vulnerable persons and minimizing the risk of gambling-related harm.
- 26.5. Our Company applies responsible gaming measures intended to: prevent access by underage persons; identify and mitigate potentially harmful gambling behavior; provide Players with tools to manage their gambling activity; ensure Players are provided with clear and transparent gaming information; prevent excessive or compulsive gambling behavior; support Player awareness regarding gambling-related risks; facilitate access to self-restriction and self-exclusion mechanisms; maintain operational procedures consistent with Player protection obligations; comply with all applicable legal and regulatory obligations. Responsible gaming measures are integrated into Player registration systems, account management procedures, gaming interfaces, payment functionality, monitoring systems, customer support operations, and compliance controls implemented by the Company.
- 26.6. Participation in Games of Chance offered through the Website is strictly prohibited for persons below the minimum legal age permitted under applicable laws and regulations. The Company implements mandatory age verification and identity verification procedures as part of the Player registration and onboarding process.
- 26.7. Our Company may require Players to provide identity verification documents, proof of age documentation, proof of address documentation, payment verification materials, or additional supporting information necessary to verify eligibility to participate in gaming activities. The Company reserves the right to suspend, restrict, or terminate Player accounts where age verification cannot be completed satisfactorily or where there is reason to believe that a Player is underage.
- 26.8. Our Company additionally applies technical controls, monitoring systems, and compliance procedures intended to detect and prevent attempts to circumvent age restrictions, including duplicate account monitoring, identity verification screening, payment verification checks, geolocation tools, and fraud prevention systems.
- 26.9. Our Company provides Players with access to responsible gaming limitation tools designed to enable Players to manage and control their gambling activity in a responsible manner. Such tools may include deposit limits, wagering limits, loss limits, session time limits, account cooling-off periods, gameplay reminders, and self-exclusion functionality.
- 26.10. Players may voluntarily activate or modify such limitations through their Player account settings, subject to operational verification procedures and applicable regulatory requirements. Any reduction of existing limits generally becomes effective immediately, while requests to increase or remove previously established limits may be subject to mandatory cooling-off periods in accordance with responsible gaming principles and internal compliance procedures.
- 26.11. Once activated, such limitations may restrict the Player's ability to deposit funds, place wagers, continue gameplay, participate in promotions, or otherwise access gaming services once the applicable threshold has been reached.
- 26.12. The Company reserves the right to apply mandatory restrictions, temporary suspensions, or enhanced monitoring measures where necessary for responsible gaming, compliance, or Player protection purposes.

- 26.13. The Company provides Players with the ability to voluntarily exclude themselves from access to gaming services through self-exclusion and cooling-off mechanisms available through the Website or customer support channels.
- 26.14. Cooling-off periods are intended to provide temporary restrictions on gameplay activity for a specified duration selected by the Player, while self-exclusion measures may result in temporary or long-term suspension of access to gaming services and Player account functionality.
- 26.15. During active self-exclusion or cooling-off periods, Players may be prevented from accessing their accounts, depositing funds, participating in Games of Chance, receiving promotional communications, or utilizing certain Website functionalities.
- 26.16. The Company applies reasonable technical and operational measures intended to enforce self-exclusion restrictions and prevent re-registration attempts during active exclusion periods; however, Players remain responsible for ensuring compliance with their chosen restrictions.
- 26.17. The Company maintains operational monitoring procedures intended to identify indicators of potentially harmful or excessive gambling behavior. Such monitoring activities may include analysis of gameplay frequency, wagering intensity, deposit patterns, session duration, behavioral anomalies, payment activity, account usage patterns, and other risk-related indicators.
- 26.18. Where potentially harmful gambling behavior is identified, the Company may apply additional responsible gaming measures, including responsible gaming notifications, account reviews, temporary restrictions, direct Player communication, enhanced monitoring procedures, or mandatory limitation measures.
- 26.19. The Company reserves the right to suspend or restrict Player accounts where necessary to protect the Player, comply with regulatory obligations, preserve operational integrity, or mitigate identified gambling-related risks.
- 26.20. Monitoring activities may be conducted through automated systems, internal compliance personnel, responsible gaming teams, or approved third-party service providers engaged by the Company.
- 26.21. The Company provides Players with access to responsible gaming information, educational materials, warnings, and support resources throughout the Website. Such information may include explanations regarding responsible gambling practices, financial management guidance, self-assessment tools, warning signs of problematic gambling behavior, Player protection mechanisms, and access to external support organizations.
- 26.22. Responsible gaming notices and information may be displayed within registration interfaces, account settings, gaming pages, payment sections, promotional materials, customer support areas, and dedicated responsible gaming pages accessible through the Website.
- 26.23. The Company encourages Players to treat gambling solely as a recreational activity and not as a source of income or financial recovery.
- 26.24. The Company may provide employees, compliance personnel, customer support representatives, and relevant operational staff with training and internal guidance relating to responsible gaming obligations, identification of problematic gambling behavior, Player protection procedures, escalation processes, and applicable regulatory requirements.
- 26.25. Internal operational procedures may include reporting mechanisms, incident escalation processes, Player interaction protocols, monitoring guidelines, documentation requirements, and compliance review procedures intended to support effective implementation of responsible gaming obligations.
- 26.26. The Company may engage approved third-party service providers to perform or support certain responsible gaming, Player protection, compliance monitoring, identity verification, fraud prevention,

behavioral analysis, geolocation, or self-exclusion management services in connection with the operation of the Website.

26.27. All such third-party providers operate under contractual confidentiality, data protection, compliance, and operational obligations consistent with applicable legal and regulatory requirements.

26.28. Participation in the Games of Chance offered through the Website is strictly prohibited for persons who have not reached the minimum legal age required under the applicable laws and regulations governing online gambling and Games of Chance. The Company does not knowingly permit registration, account creation, gameplay activity, deposits, withdrawals, or participation in any gaming services by minors or underage persons. In order to prevent underage gambling, the Company implements mandatory age verification and identity verification procedures as part of the Player registration and onboarding process, including verification of personal information, identity documentation, and other compliance-related checks. The Company further utilizes monitoring systems, fraud prevention controls, duplicate account detection mechanisms, payment verification procedures, and geolocation technologies intended to identify and prevent attempts by minors to access or use the Website. Where the Company becomes aware or has reasonable grounds to suspect that a Player is underage, the Company reserves the right to immediately suspend or terminate the relevant account, restrict access to gaming services, withhold gameplay functionality, void winnings where permitted under applicable law, and request additional verification documentation. The Company additionally encourages parents and legal guardians to supervise internet usage by minors and to utilize parental control software or device-level restrictions where appropriate to prevent unauthorized access to online gaming services.

27. **SETTLES DISPUTES WITH PLAYERS**

27.1. Our Company has the Complaints Policy that outlines the framework for managing Players (Customers) complaints and disputes, ensuring a transparent, fair, and efficient process in alignment with the requirements under Article 5.3 of the National Ordinance on Games of Chance (Landsverordening op de kansspelen, LOK).

27.2. Adherence to this Complaints Policy is considered a requirement under the LOK, and failure to comply will be addressed by the Curacao Gaming Authority (CGA) in accordance with its monitoring and enforcement procedures.

27.3. Our Company recognizes that effective dispute resolution is an essential part of consumer protection and regulatory compliance. All disputes submitted by Players shall be reviewed objectively, without discrimination, and based on the applicable Terms and Conditions, responsible gaming standards, anti-money laundering obligations, fraud prevention measures, and technical gaming records. The Company shall maintain adequate internal controls to ensure that dispute resolution procedures remain independent from commercial considerations and are conducted with proper oversight.

27.4. The Complaints Policy guarantees Players (Customers) access to a straightforward and effective dispute resolution process, including free alternative dispute resolution (ADR) services that prioritize quality and independence.

27.5. In accordance with Article 5.3 of the LOK, further rules, policies and guidelines regarding complaints and ADR processes may be established. Execution of this Complaints policy is the responsibility of our Compliance Role representative (MLRO or Managing Director).

27.6. Submitting a Complaint. Players may lodge a complaint free of charge within six months of the incident related to their participation in a game of chance (Game) or in the case of P2P (if applicable on our Website) or ante post fixed odds betting the six month clock begins after the resolution of the specific event rather than the placement of the wager.

- 27.7. Complaints must be submitted using a clearly outlined methodology (online form or complaints template in a downloadable Word or PDF that can be emailed), which is prominently accessible on our Website and also referenced in the Terms and Conditions.
- 27.8. The form must include:
 - 27.8.1. Complainant's name, address, and place of residence.
 - 27.8.2. Complainant's account number (if applicable).
 - 27.8.3. Date of the complaint.
 - 27.8.4. Description of the conduct being disputed (using pre-determined category topics if applicable).
 - 27.8.5. Language options: English or language of our target market.
 - 27.8.6. Any supporting documentation the Player requires to include as part of the complaint.
- 27.9. Complaint resolution. Complaints related to responsible gaming will be prioritized due to potential impacts on Player well-being. Our Company will adhere to the Responsible Gaming policy issued by the CGA and complaints that fall within the scope of that policy are considered subject to this clause. Our Company will use best in efforts resolve these cases within five business days. If more time is needed, We will inform our Players about the delay, which cannot exceed two weeks.
- 27.10. Regarding any other Complaint, within one week of receiving a complaint, our Company will:
 - 27.10.1. Confirm receipt of the complaint in writing via email or preferred communication method.
 - 27.10.2. Provide an explanation of how the complaint will be processed
 - 27.10.3. Expected timeline for resolution.
- 27.11. Our Company will assess and respond to complaints within four weeks. If necessary due to complexity or lack of information, this period may be extended once by an additional four weeks, with prior written notice to the complainant.
- 27.12. A Player will always receive a final determination of their complaint in writing. The response will be either:
 - 27.12.1. A reasoned final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable.
 - 27.12.2. Detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, our Company may request this information within the initial four week time period. Should the complainant not provide the necessary information within that time period, our Company may reject the complaint.
- 27.13. Alternative dispute resolution. Where for any reason our Company does nor or is unable to resolve an issue to the Player's satisfaction, the Player is informed that the matter may be escalated by the Player to an independent ADR entity. In order to be compliant with the license conditions as mandated by the LOK, our Company may offer independent ADR services to our Players.
- 27.14. Should a Player feel that the dispute was not resolved to his satisfaction, the Player can refer the dispute to CADRE (<https://cadre.online/>).
- 27.15. CADRE is an independent alternative dispute resolution entity. The dispute resolution procedure at CADRE is free of charge for the Player independent of the outcome. CADRE is certified by the Curaçao Gaming Authority (CGA) under certification number CGA/ADR/2025/01.
- 27.16. Decisions of CADRE are binding upon Operator (Company) and Player.

- 27.17. The procedure before CADRE does not restrict or prejudice the Player's right to bring proceedings against the Operator (Company) in any court of competent jurisdiction.
- 27.18. ADR is not mandatory for the Player as part of the escalation process, but it is at the discretion of our Company as to whether or not make it mandatory for the Player.
- 27.19. Our Company submits reports to the CGA on January 15th and June 15th and every year, summarizing the following: (I) Total number of complaints made, (II) Total number of complaints closed (settled and rejected), (III) Number of pending or unresolved complaints, (IV) Number of complaints by category, (V) Number referred to ADR and the subsequent outcomes of each, (VI) Number and detail of complaints for which a Player has taken legal action.
- 27.20. Our Company Ensures transparency and compliance with ADR decisions and regulatory updates. The CGA reserves the right to request, at any time, access to records of any and all complaints received as well as any disputes that are pending resolution.
- 27.21. The Complaints procedure statement will be visible and accessible on our Website as a standalone link or document. The Complaints procedure will also be clearly outlined in the Terms and Conditions. Information provided includes at a minimum:
 - 27.21.1. Links to Customer service and information on how to contact our Company.
 - 27.21.2. Detail of information required for a Player to make a complaint and links to either/both either
 - 27.21.3. The online form or the downloadable PDF/Word document.
 - 27.21.4. Timelines for responses and resolution.
 - 27.21.5. Player rights to complain including explicit rights to ADR services and regulatory escalation.
 - 27.21.6. An explanation of the potential consequences of the relevant ADR entity's decision, and the manner in which this will affect the Player's right to further legal and judicial recourse.
 - 27.21.7. Details of the ADR process and Player rights.
 - 27.21.8. Contact information for the ADR provider(s).
 - 27.21.9. Clear information that the CGA does not mediate in individual disputes, but if the Player feels that our Company is in breach of regulations, the Player may contact the CGA.
- 27.22. Reasons for Complaint. The Player is entitled to make a complaint regarding any part of their relationship with our Company or any incident related to their participation in a game of chance, including, but not limited to, deposit issues, withdrawal issues, bonus terms and conditions, account closures or restrictions, alleged errors or unfairness in game outcomes, responsible gaming issues, treatment of Player balances, KYC and verification, data protection, technical or software issues, AML concerns, issues with minors, fraudulent games, fraudulent practices, or license or regulation matters.
- 27.23. The Company shall process all disputes honestly, impartially, and in good faith. Every complaint submitted by a Player shall receive proper consideration based on the available evidence and applicable regulatory requirements. The Company shall maintain records of all communications, account activity, transaction history, technical logs, gameplay records, and verification documents relevant to the dispute.
- 27.24. Players shall be provided with clear communication throughout the process, including confirmation that the complaint has been received, requests for additional information where necessary, updates regarding the status of the review, and a final written decision explaining the outcome. Decisions shall be supported by objective evidence and aligned with the Company's published Terms and Conditions.

- 27.25. The Company shall ensure that Players are not subject to unfair treatment, unreasonable delays, misleading information, or retaliatory actions for submitting complaints. Where errors or operational failures are identified, the Company shall take reasonable corrective actions, including adjustments, refunds, or account corrections where appropriate.
- 27.26. Where disputes involve indications of problem gambling, financial vulnerability, self-exclusion breaches, or responsible gaming concerns, the Company shall ensure that the matter is reviewed in coordination with responsible gaming personnel. The Company may apply additional safeguards, account restrictions, cooling-off periods, or other protective measures where necessary to comply with responsible gaming obligations.
- 27.27. The Company shall ensure that dispute handling procedures do not undermine responsible gaming protections or encourage excessive gambling behavior.

28. RECORDS

- 28.1. The Company shall maintain complete and accurate digital records containing critical information relating to Players, gaming transactions, and financial transactions in accordance with applicable Curaçao regulatory requirements and the LOK framework. Such records shall include, where applicable, Player identification data, account registration information, verification documentation, gameplay activity, betting history, deposits, withdrawals, payment methods, account balance movements, bonus activity, communication records, and any other operational data required for regulatory supervision, anti-money laundering compliance, fraud prevention, responsible gaming obligations, and dispute resolution purposes.
- 28.2. All required records shall be stored securely in electronic form and remain accessible to the Curaçao Gaming Authority at all times upon lawful request or during supervisory activities, audits, inspections, or investigations. The Company shall ensure that such information is maintained in a manner that preserves integrity, accuracy, completeness, traceability, and protection against unauthorized access, alteration, deletion, or loss.
- 28.3. The Company shall ensure that all regulated digital records are hosted on servers located within a Tier IV certified data center registered in Curaçao, in accordance with applicable regulatory and technical infrastructure requirements. Appropriate security, redundancy, backup, disaster recovery, and business continuity measures shall be implemented to ensure uninterrupted availability and protection of regulatory data. The Company shall further ensure that access to such records is restricted to authorized personnel only and that all processing of Player data is conducted in compliance with applicable data protection, cybersecurity, and confidentiality obligations.
- 28.4. The Company shall retain all records required under applicable law, regulatory guidance, licensing conditions, AML/CFT obligations, tax and accounting requirements, and internal control procedures for the minimum period prescribed by law and, where no specific period is stated, for no less than five years following the end of the relevant business relationship, transaction, complaint, investigation, or other reportable event. Where required by the Curaçao Gaming Authority, the Financial Intelligence Unit, a competent court, or any other lawful authority, the Company may retain such records for a longer period in order to support supervision, audits, investigations, dispute resolution, enforcement action, or legal proceedings.
- 28.5. The Company shall maintain a reliable audit trail for all material events affecting Player accounts, transactions, gameplay outcomes, account restrictions, verification actions, complaints, security incidents, and administrative interventions. Such audit trails shall record, to the extent technically applicable, the date and time of the event, the originating system or interface, the user or process that initiated the action, the nature of the change made, and the resulting status of the affected record. The Company shall implement measures intended to prevent unauthorized overwriting, deletion,

falsification, or concealment of audit information and shall ensure that any correction or amendment to a record remains traceable.

- 28.6. The Company shall maintain complete records of all Player complaints, responsible gaming complaints, disputes, ADR referrals, internal assessments, correspondence, supporting evidence, final determinations, remediation actions, and any related legal or regulatory follow-up. Such records shall be sufficiently detailed to demonstrate that complaints were handled fairly, within applicable timelines, and in accordance with the Company's Complaints Policy, ADR obligations, and reporting requirements. The Company shall also maintain records necessary to prepare and support any periodic complaint and dispute reports required by the Curaçao Gaming Authority.
- 28.7. The Company shall maintain records of reportable incidents, security events, system malfunctions, material outages, change-management actions, configuration changes, release deployments, domain registrations and changes, and any notifications or reports submitted to the Curaçao Gaming Authority through the applicable online portal or other prescribed channels. Where an incident affects Player balances, gameplay integrity, complaint handling, or regulatory compliance, the Company shall preserve all related technical logs, decision records, containment steps, recovery actions, and post-incident review documentation for supervisory and audit purposes.
- 28.8. The Company shall ensure that records can be produced promptly, in a readable and intelligible format, to the Curaçao Gaming Authority and any other competent authority acting within its lawful powers. To that end, the Company shall maintain adequate indexing, searchability, retrieval procedures, and internal ownership for regulatory records so that information may be provided without undue delay during inspections, audits, supervisory reviews, lawful requests, or emergency inquiries. Where records are held by outsourced providers or technical vendors, the Company shall ensure by contract and operational process that the records remain accessible to the Company and capable of being produced to the competent authority when required.
- 28.9. The Company shall apply appropriate technical and organizational controls to protect the confidentiality, integrity, and availability of all regulated records. Such controls may include role-based access restrictions, encryption, secure logging, backup and recovery procedures, integrity checks, environment segregation, and monitoring of unauthorized access attempts. Records containing personal data, payment information, verification documents, or sensitive compliance information shall be handled strictly on a need-to-know basis and in accordance with applicable data protection, secrecy, and cybersecurity obligations.
- 28.10. Where the Company relies on third-party service providers for hosting, storage, backup, fraud monitoring, payment processing, identity verification, complaints handling support, or any other function that generates or preserves regulated records, the Company shall remain fully responsible for the completeness, accuracy, retention, and accessibility of those records. The Company shall ensure through due diligence, contractual controls, periodic oversight, and testing that such providers preserve records in accordance with applicable legal and regulatory requirements and that no outsourcing arrangement impairs the Curaçao Gaming Authority's ability to supervise the Company's activities effectively.

29. EDUCATION ISSUES

- 29.1. The Company shall maintain an ongoing staff training program for persons engaged in, or supporting, the offering of Games of Chance under its license. Such training shall be provided at least annually and shall be appropriate to the individual's role, level of responsibility, and degree of exposure to operational, compliance, and Player-facing risks. The training framework shall cover, as relevant, responsible gaming, anti-money laundering and counter-terrorist financing, anti-bribery and corruption, crime prevention, fair and lawful communication with Players, data protection and security awareness, and responsible advertising and marketing practices.

- 29.2. The Company shall ensure that new employees, contractors, and relevant temporary personnel receive induction training before they are permitted to perform material duties independently. Induction training shall address the Company's legal and regulatory framework, internal reporting lines, key policies, prohibited conduct, and the escalation procedures applicable to Player protection, suspicious activity, incidents, complaints, and operational irregularities. Employees assigned to higher-risk functions, including compliance, payments, customer support, VIP management, fraud prevention, and responsible gaming, shall receive enhanced role-specific training proportionate to the risks associated with their duties.
- 29.3. In addition to annual refresher training, the Company may deliver ad hoc training whenever required by changes in applicable law, regulatory guidance, internal controls, products, payment methods, fraud patterns, responsible gaming risk indicators, or operational systems. Where the Curaçao Gaming Authority issues new policies, instructions, or supervisory expectations, the Company shall review whether supplemental training is necessary and shall implement such training within a reasonable period. Training materials shall be reviewed periodically to ensure that they remain accurate, practical, and aligned with current regulatory and operational requirements.
- 29.4. The Company shall maintain records of training content, attendance, completion status, assessments, acknowledgements, and any certifications or attestations obtained in connection with its education program. Where appropriate, the Company may require employees to complete knowledge checks, scenario-based assessments, or competency confirmations in order to demonstrate understanding of material obligations. Such records shall be retained in accordance with the Company's recordkeeping framework and shall be capable of being produced to competent authorities upon lawful request.
- 29.5. Where the Company identifies gaps in knowledge, repeated errors, failures to follow procedure, or deficiencies revealed through audits, incident reviews, complaint handling, monitoring, or compliance testing, the relevant personnel may be required to complete remedial training within a prescribed timeframe. The Company may also apply additional supervision, restrict certain duties, or escalate the matter through management, compliance, or disciplinary channels where appropriate. Completion of training does not remove the obligation of each employee to comply with applicable law, internal policy, and lawful management instructions at all times.
- 29.6. Responsibility for oversight of the education framework shall rest with the Company's management together with the relevant compliance and operational functions. The Company shall periodically evaluate the adequacy and effectiveness of its training arrangements by taking into account audit findings, regulatory developments, internal incidents, employee feedback, and the evolving risk profile of the business. Where appropriate, the Company may engage qualified internal or external subject-matter specialists to prepare or deliver training modules on specialized topics such as AML/CFT, responsible gaming, cybersecurity, or complaint handling.

30. STAFF COMPETENCE AND FIT-AND-PROPER STANDARDS

- 30.1. The Company shall ensure that all employees, officers, contractors, and other relevant persons engaged in, or capable of materially influencing, the licensed operation are competent, reliable, and suitable for the responsibilities assigned to them. Such persons shall possess, or be capable of acquiring within a reasonable and supervised period, the knowledge, skill, judgment, and professional conduct necessary to perform their duties in a lawful, careful, and effective manner. The Company shall not knowingly assign material responsibilities to any person whose competence, integrity, independence, or reliability is reasonably in doubt.
- 30.2. Before appointing or permitting a person to act in a key, sensitive, or higher-risk role, the Company may conduct fit-and-proper checks proportionate to the nature of the role and the risks involved. Such checks may include verification of identity, employment history, relevant qualifications, references, criminal-record or sanctions screening where lawful and appropriate, conflict-of-interest declarations,

and any other background inquiries reasonably necessary to assess integrity, honesty, financial soundness, and professional suitability. Where a person's role requires access to Player funds, compliance systems, personal data, technical administration, complaints handling, fraud controls, or responsible gaming functions, the Company may apply enhanced screening and approval requirements.

- 30.3. Persons appointed to key functions or specialist positions, including management, compliance, AML/CFT, responsible gaming, payments, information security, fraud prevention, and complaints handling, shall possess qualifications, training, experience, or demonstrable competence appropriate to the complexity and risk of the relevant function. The Company shall take reasonable steps to ensure that such persons understand the legal and regulatory framework applicable to their area of responsibility and are capable of exercising sound judgment, maintaining appropriate records, escalating material issues, and cooperating with competent authorities where required. Where specific certifications, professional credentials, or prior experience are considered necessary for a given role, the Company may require them as a condition of appointment or continued service.
- 30.4. Where a newly appointed person has not yet attained the full level of competence expected for a role, the Company may permit that person to perform duties under appropriate supervision, restricted permissions, and documented escalation arrangements until the required level of competence has been demonstrated. During such period, the Company shall ensure that the individual receives suitable induction, practical guidance, and access only to those systems, decisions, or Player-facing responsibilities that are proportionate to the person's verified knowledge and authority. No person shall be permitted to exercise unsupervised authority over high-risk processes unless and until the Company is reasonably satisfied that the person is fit, properly trained, and operationally ready.
- 30.5. Fit-and-proper status and staff competence shall not be treated as a one-time assessment only. The Company may reassess suitability periodically, and at any time upon promotion, role change, adverse findings, incidents, complaints, disciplinary concerns, regulatory developments, or the emergence of information that may reasonably call a person's fitness into question. Relevant personnel shall be required to disclose, without undue delay, any circumstance that may materially affect their suitability, including conflicts of interest, criminal proceedings where disclosure is lawful and required, regulatory sanctions, disqualifications, loss of professional credentials, or other matters that may impair their integrity, independence, or ability to perform their duties properly.
- 30.6. The Company shall take reasonable steps to ensure that persons in control, oversight, and assurance functions are able to perform their duties with appropriate independence and free from improper influence. Conflicts of interest shall be identified, documented, and managed through reporting obligations, segregation of duties, restricted permissions, dual-approval requirements, recusal arrangements, or such other controls as may be appropriate in the circumstances. No person shall be placed in a position where personal interest, conflicting operational incentives, or incompatible duties are reasonably likely to undermine compliance, Player protection, fair complaint handling, financial integrity, or objective decision-making.
- 30.7. The Company shall maintain records sufficient to demonstrate the competence and suitability of relevant personnel, including recruitment and screening outcomes, role descriptions, approvals, training completion, qualifications, attestations, reassessment results, restrictions, and any remedial or disciplinary actions taken. Where a person is found not to meet the required standard of competence or fit-and-proper suitability, the Company may require additional training, increase supervision, restrict access, reassign duties, suspend the person from sensitive functions, or terminate the appointment or engagement where appropriate. The Company shall take such steps as are reasonably necessary to ensure that unsuitable persons do not continue to perform roles that may adversely affect regulatory compliance, Player protection, operational integrity, or the reputation of the licensed operation.

31. GOVERNANCE AND INTERNAL CONTROL RESPONSIBILITIES

- 31.1. The Company shall maintain a governance framework that clearly allocates responsibility for the lawful, prudent, and controlled operation of the licensed business. Ultimate accountability for compliance with applicable law, licensing conditions, regulatory instructions, and this Operations Manual shall rest with the Company's management and any other persons exercising effective control over the licensed operation. Management shall promote a culture of integrity, transparency, and accountability, ensure that responsibilities are appropriately assigned, and take reasonable steps to ensure that commercial objectives do not override legal, regulatory, Player-protection, or operational-control requirements.
- 31.2. The Company shall establish and maintain internal control arrangements proportionate to the nature, scale, complexity, and risk profile of its activities. Such arrangements shall be designed to identify, assess, mitigate, monitor, and report material risks, including risks relating to AML/CFT, sanctions, fraud, responsible gaming, Player funds, payments, complaints handling, information security, data protection, business continuity, third-party dependency, and technical integrity. Internal controls shall be documented in policies, procedures, system rules, approval workflows, and monitoring practices that are capable of being implemented in day-to-day operations and verified through testing, review, or audit.
- 31.3. The Company shall ensure that compliance responsibilities are allocated to suitably competent and sufficiently independent persons or functions with access to relevant information, personnel, and records. The compliance function shall monitor adherence to legal and regulatory obligations, support the implementation of internal policies, advise management on compliance risks, and escalate material issues where appropriate. Where a specific compliance officer, MLRO, or other control role is required under applicable law or regulatory policy, the Company shall ensure that the relevant person is appointed, properly empowered, and able to perform the role without improper interference or conflicting operational incentives.
- 31.4. The Company shall implement reasonable segregation of duties and authority limits in order to reduce the risk of error, concealment, misuse, fraud, or unauthorized decision-making. To the extent appropriate, no single person should have uncontrolled end-to-end authority over Player onboarding, payments, refunds, bonus creation, complaint closure, configuration changes, access-rights administration, or other high-risk processes. The Company may apply maker-checker arrangements, dual approvals, restricted permissions, exception reporting, reconciliations, and supervised override procedures to ensure that sensitive actions are subject to adequate review and control.
- 31.5. Where the Company relies on outsourced service providers, group entities, software suppliers, hosting providers, payment providers, verification vendors, or other third parties in support of licensed activities, the Company shall maintain effective oversight and remain fully responsible for compliance with applicable obligations. Management shall ensure that outsourcing arrangements are subject to appropriate due diligence, contractual controls, service-level expectations, confidentiality and security obligations, access and audit rights, incident-notification duties, and periodic performance review. No outsourcing arrangement shall be permitted to weaken the Company's governance, obscure accountability, impair record access, or prevent effective supervision by the Curaçao Gaming Authority or any other competent authority.
- 31.6. The Company shall maintain reporting and escalation arrangements sufficient to ensure that management receives timely, accurate, and relevant information regarding operational performance, control failures, incidents, suspicious activity, complaints, responsible gaming concerns, financial irregularities, security events, and other material matters. Material weaknesses, breaches, or emerging risks shall be escalated without undue delay to the appropriate decision-makers, and the Company shall take remedial action within a reasonable timeframe. Where required by applicable law, regulatory

instruction, or internal policy, the Company shall also notify the competent authority, FIU, ADR entity, payment provider, or other relevant external party in a timely and appropriate manner.

- 31.7. The Company shall periodically review the adequacy and effectiveness of its governance arrangements and internal control framework, taking into account audit findings, compliance monitoring results, incident trends, regulatory developments, business changes, and the evolution of the Company's risk profile. Where appropriate, the Company may conduct or commission independent assessments, control testing, thematic reviews, or internal audits in order to verify that controls operate as intended and remain fit for purpose. Deficiencies identified through review, testing, or audit shall be documented, tracked, assigned to responsible persons, and remediated within an appropriate timeframe, with follow-up sufficient to confirm effective closure.

32. RISK MANAGEMENT AND REGULATORY REPORTING

- 32.1. The Company shall maintain a risk management framework proportionate to the nature, scale, complexity, and risk profile of its licensed activities. Such framework shall be designed to identify, assess, prioritize, mitigate, monitor, and report risks that may affect regulatory compliance, Player protection, operational resilience, financial integrity, information security, business continuity, or the fair and lawful conduct of Games of Chance. Responsibility for oversight of risk management shall rest with management and the relevant control functions, and material risks shall be escalated in accordance with the Company's internal governance and escalation arrangements.
- 32.2. The Company shall perform periodic and event-driven risk assessments covering, as applicable, AML/CFT and sanctions exposure, fraud and financial crime risk, responsible gaming risk, underage access risk, payment and chargeback risk, information security and cyber risk, technical and operational outage risk, complaint-handling risk, third-party and outsourcing risk, legal and regulatory risk, and reputational risk. Risk assessments shall take into account the Company's products, payment methods, customer base, jurisdictions served, marketing channels, technologies used, and any other factors reasonably relevant to the Company's licensed operation. Where material changes occur, including changes in products, systems, geographies, providers, or regulatory requirements, the Company shall review whether its risk assessments require updating.
- 32.3. For material risks identified under its risk framework, the Company shall implement proportionate mitigation measures, controls, monitoring activities, and escalation procedures. Management may define internal risk tolerances, thresholds, approval requirements, and trigger events for enhanced review, provided that such internal thresholds do not derogate from mandatory legal or regulatory obligations. Each material risk area shall, to the extent practicable, have identified ownership within the relevant business, operational, compliance, or technical function, together with clear accountability for maintaining effective controls and for escalating control failures, incidents, or emerging threats without undue delay.
- 32.4. Where the Company becomes aware of an incident, breach, outage, technical malfunction, security event, control failure, or other reportable matter falling within the scope of applicable law, licensing conditions, or Curaçao Gaming Authority requirements, the Company shall assess the matter promptly and, where reporting is required, submit the relevant report to the Curaçao Gaming Authority without delay through the prescribed portal or other required channel. The Company shall maintain internal procedures for incident classification, triage, escalation, containment, remediation, and post-incident review, and shall preserve the related records, logs, evidence, and decision-making trail in accordance with its recordkeeping obligations.
- 32.5. The Company shall prepare and submit all periodic regulatory reports required under applicable law, regulatory policy, portal guidance, or lawful instruction, including, where applicable, reports relating to Player complaints by status and category, reportable incidents, domain and organizational changes, compliance declarations, and any other information reasonably required for supervision. The Company

shall ensure that such reports are complete, accurate, timely, and supported by underlying records capable of verification. Where a reporting obligation is delegated operationally to a particular function or user, the Company shall nevertheless remain responsible for the content, timeliness, and correctness of the submission.

- 32.6. The Company shall maintain effective controls over its use of regulatory portals, user roles, authorizations, and domain-related submissions. All Player-facing domains used for licensed gaming services shall be registered, maintained, and updated in accordance with applicable Curaçao Gaming Authority requirements, and the Company shall ensure that any public-facing certificate, seal, status indicator, or regulatory display used in connection with those domains accurately reflects the Company's authorization status. The Company shall remain responsible for all actions performed by authorized portal users acting on its behalf and shall implement appropriate access governance, approvals, and periodic access reviews in order to reduce the risk of erroneous, unauthorized, or misleading regulatory submissions.
- 32.7. The Company shall document its material risks, key controls, reporting obligations, responsible owners, escalation routes, and review cycles in a manner that is sufficiently clear to support consistent implementation and supervision. The adequacy and effectiveness of the Company's risk management and regulatory reporting arrangements shall be reviewed periodically, and whenever material business or regulatory changes occur, taking into account incidents, audit results, complaint trends, near misses, system changes, and supervisory feedback. Where deficiencies are identified, the Company shall take reasonable remedial action, update relevant procedures and training where necessary, and monitor implementation until effective closure has been achieved.
- 32.8. The Company shall maintain a structured management reporting process designed to provide senior management and relevant control functions with timely, accurate, and decision-useful information concerning the Company's risk profile and regulatory obligations. Such reporting may be produced on a daily, weekly, monthly, quarterly, or event-driven basis, depending on the nature and urgency of the underlying risk or compliance matter. Management reporting shall, to the extent reasonably practicable, distinguish between ordinary operational fluctuations and trends that indicate heightened risk, control deterioration, repeated exceptions, or matters requiring escalation, remedial action, or regulatory attention.
- 32.9. The Company may establish key performance indicators, key risk indicators, compliance metrics, and early-warning thresholds to support oversight of material operational and regulatory risks. Such indicators may relate, without limitation, to Player verification timeliness, unresolved complaints, responsible gaming interventions, suspicious activity referrals, sanctions screening alerts, chargebacks, failed withdrawals, fraud cases, technical incidents, system uptime, access-control exceptions, unresolved audit findings, staff training completion, and the timeliness of regulatory submissions. Where an indicator exceeds its applicable threshold or displays an adverse trend, the Company shall ensure that the matter is reviewed promptly, escalated as appropriate, and addressed through documented corrective or preventive action.
- 32.10. The Company shall take reasonable steps to ensure that risk and KPI reporting is supported by reliable source data, consistent calculation logic, defined ownership, and appropriate validation controls. To that end, the Company may maintain a reporting inventory or data dictionary identifying the source systems, metric definitions, calculation methodologies, reporting frequency, responsible owners, and applicable thresholds for material reports and indicators. Where manual inputs, spreadsheets, or data transformations are used in the production of regulatory or management information, the Company shall apply proportionate review, reconciliation, version control, and approval procedures to reduce the risk of error, inconsistency, duplication, or omission.

- 32.11. The Company may maintain thematic dashboards, summaries, or control reports for key risk areas, including complaints and ADR, responsible gaming, AML/CFT and sanctions, fraud, payments, cybersecurity, technical incidents, outsourcing performance, and regulatory reporting status. Such reporting should, where relevant, include trend information, ageing analysis, root-cause themes, outstanding actions, repeated exceptions, and comparative views over time in order to support informed oversight and timely intervention. Where recurring issues, concentration risks, or control weaknesses are identified, management shall consider whether broader remediation, process redesign, additional training, policy amendment, or enhanced monitoring is required.
- 32.12. Senior management and other relevant governance bodies shall review material risk and KPI reporting at appropriate intervals and shall ensure that significant findings, threshold breaches, adverse trends, unresolved exceptions, and overdue regulatory actions are discussed and followed up to closure. The Company shall maintain appropriate records of such review, including meeting materials, decisions, action items, responsible owners, and target completion dates, in order to demonstrate oversight and accountability. Where reporting identifies a material compliance weakness, regulatory risk, or threat to Player protection or operational integrity, management shall ensure that the matter is escalated promptly and that remediation is tracked until the underlying issue has been effectively resolved.

33. RESPONSIBILITY TABLE

Board of Directors / Senior Management / Director / General Director / Management Director	Responsible for overall governance, strategic oversight, regulatory compliance supervision, risk management, approval of internal policies and procedures, allocation of operational resources, and ensuring that the Company operates in accordance with applicable laws, licensing conditions, and regulatory obligations. Senior Management shall ensure effective internal controls, proper reporting structures, and implementation of compliance and responsible gaming standards throughout the organization.
Compliance Department / Compliance Officer / MLRO	Responsible for monitoring compliance with applicable laws, regulations, licensing conditions, AML/CTF obligations, responsible gaming requirements, data protection standards, and internal policies. The Compliance Department shall conduct regulatory reviews, oversee compliance monitoring activities, maintain communication with regulatory authorities, support audits and inspections, monitor policy implementation, and ensure that identified compliance deficiencies are addressed in a timely manner.
Anti-Money Laundering Reporting Officer (MLRO)	Responsible for implementation and oversight of anti-money laundering and counter-terrorist financing controls, transaction monitoring, customer due diligence procedures, enhanced due diligence reviews, suspicious activity investigations, sanctions screening, source of funds reviews, reporting obligations, and maintenance of AML-related records. The MLRO shall also coordinate internal AML training and communication with competent authorities where required.
Responsible Gaming Department / Responsible Gaming Officer	Responsible for implementation and monitoring of responsible gaming measures, Player protection controls, self-exclusion procedures, affordability and behavioral monitoring, vulnerable Player protection, cooling-off procedures, responsible gaming communications, and staff awareness training. The department shall ensure that gambling activities are conducted responsibly and in accordance with applicable Player protection requirements.
Customer Support Department	Responsible for handling Player inquiries, account assistance, complaint intake, verification support, payment-related communications, technical support

	coordination, and general customer service activities. Customer Support personnel shall escalate complaints, suspicious activity, responsible gaming concerns, or compliance-related matters to the appropriate departments where necessary.
Fraud and Risk Department	Responsible for fraud prevention, bonus abuse monitoring, account security reviews, detection of suspicious gameplay patterns, prevention of collusion and unauthorized activity, chargeback management, operational risk analysis, and implementation of fraud mitigation controls. The department shall cooperate with Compliance, AML, and Technical teams during investigations.
Finance Department	Responsible for financial record keeping, reconciliation of Player balances, payment processing oversight, accounting controls, financial reporting, treasury functions, operational budgeting, safeguarding of company funds, and cooperation with auditors and regulatory authorities. The department shall ensure proper segregation of operational and Player funds where required.
Payments Department	Responsible for management of payment service providers, processing of deposits and withdrawals, transaction reconciliation, payment verification controls, handling of failed transactions, monitoring of payment processing performance, and support of AML and fraud prevention activities related to financial transactions.
IT Department / Information Security Team	Responsible for maintenance and security of the Company's technical infrastructure, gaming systems, servers, networks, databases, cybersecurity controls, access management, system monitoring, incident response, backup procedures, disaster recovery, business continuity support, and protection of confidential information and Player data. The department shall ensure secure operation of all systems and compliance with applicable technical standards.
Data Protection Officer / Privacy Team	Responsible for monitoring compliance with applicable data protection and privacy laws, oversight of personal data processing activities, management of data subject requests, coordination of privacy-related incident response, implementation of data retention procedures, and maintenance of confidentiality and information security standards related to personal data.
Legal Department / External Legal Counsel	Responsible for providing legal advice relating to licensing obligations, regulatory matters, contractual arrangements, dispute management, intellectual property, corporate governance, litigation support, and interpretation of applicable laws and regulations affecting the Company's operations.
Human Resources Department	Responsible for recruitment procedures, employee onboarding, staff background screening where applicable, training coordination, employee record management, disciplinary procedures, internal communication, and ensuring that employees receive appropriate compliance, AML, responsible gaming, and operational training relevant to their duties.
Internal Audit Function	Responsible for independent review of internal controls, operational processes, compliance effectiveness, risk management procedures, financial controls, and policy implementation. Internal Audit shall identify control weaknesses, recommend corrective actions, and report findings to Senior Management or the Board where applicable.

Game Operations Department	Responsible for management of gaming content, game provider integrations, monitoring of gaming performance, configuration of gaming systems, implementation of approved game settings, coordination of technical issue resolution with suppliers, and ensuring operational integrity of gaming activities.
Marketing and Affiliates Department	Responsible for advertising activities, affiliate management, promotional campaigns, bonus communications, and public marketing content. The department shall ensure that all advertising and promotional activities comply with applicable laws, responsible gaming standards, and consumer protection requirements, and do not target vulnerable individuals or restricted jurisdictions.
KYC / Verification Team	Responsible for customer identity verification, document reviews, age verification controls, enhanced due diligence support, source of funds verification support, ongoing customer review procedures, and maintenance of customer due diligence records in accordance with AML and regulatory requirements.
Dispute Resolution Team	Responsible for handling and investigating Player complaints and disputes, reviewing operational records, coordinating with relevant departments, maintaining complaint registers, issuing dispute decisions, and ensuring that complaints are handled fairly, consistently, and within applicable regulatory timeframes.
Security Personnel / Access Control Personnel	Responsible for management of physical access controls, protection of Company premises and infrastructure, monitoring of unauthorized access risks, and support of security incident response activities where applicable.
Third-Party Service Providers	Third-party providers engaged by the Company, including payment providers, hosting providers, software suppliers, customer support providers, and compliance vendors, shall perform their contractual responsibilities in accordance with applicable laws, regulatory requirements, confidentiality obligations, data protection standards, and the Company's internal policies and procedures.

- 33.1. All employees and departments of the Company shall perform their duties with integrity, professionalism, confidentiality, and compliance with applicable laws, regulations, licensing conditions, and internal policies. Employees shall cooperate with internal investigations, audits, regulatory inspections, and compliance reviews where required.
- 33.2. All personnel shall immediately escalate suspicious activity, security incidents, responsible gaming concerns, data breaches, fraud indicators, compliance deficiencies, or operational risks to the appropriate department or management representative. Failure to comply with assigned responsibilities may result in disciplinary measures, reassignment of duties, termination of employment, or reporting to competent authorities where required by law.
- 33.3. The Company shall periodically review and update this Responsibility Table to reflect operational changes, regulatory developments, organizational restructuring, and evolving compliance requirements.

34. FINAL PROVISIONS

- 34.1. This Operations Manual shall enter into force on the Effective Date stated herein and shall remain in effect until amended, replaced, or withdrawn by the Company in accordance with its internal governance procedures and Applicable Law. This Operations Manual shall be binding on the Company's directors, officers, employees, contractors, and other relevant persons to the extent applicable to their duties and responsibilities in connection with the licensed operation.
- 34.2. The Company shall review this Operations Manual periodically, and in any event whenever required by changes in Applicable Law, regulatory guidance, licensing conditions, operational structure, technical arrangements, risk profile, or other material circumstances affecting the licensed business. The Company reserves the right to amend, supplement, reorganize, or replace any part of this Operations Manual where reasonably necessary to maintain legal, regulatory, technical, operational, or governance compliance.
- 34.3. This Operations Manual shall be interpreted and applied together with the Company's Terms and Conditions, KYC/AML/CFT Policy, Responsible Gaming Policy, Privacy Policy, Complaints and Dispute Resolution Policy, information security standards, and all other relevant internal rules and procedures adopted by the Company from time to time. In the event of any conflict or inconsistency, the Company shall apply and interpret the relevant provisions in a manner that best supports compliance with Applicable Law, licensing conditions, Player protection, regulatory integrity, and prudent operational control.
- 34.4. If any provision of this Operations Manual is found to be invalid, unenforceable, or inconsistent with mandatory Applicable Law, such provision shall be deemed severed or interpreted to the minimum extent necessary to preserve legality and enforceability, and the remaining provisions shall remain in full force and effect. No failure, delay, or omission by the Company to enforce any provision of this Operations Manual shall constitute a waiver of that provision or of any other right, power, or remedy available to the Company under Applicable Law or its internal governance framework.
- 34.5. Management shall be responsible for ensuring that this Operations Manual is implemented, communicated, maintained, and supported by adequate internal controls, training, oversight, and recordkeeping arrangements. All relevant persons acting on behalf of the Company shall be expected to comply with the provisions of this Operations Manual to the extent applicable to their functions, and any material deviation, breach, or control failure shall be escalated and addressed in accordance with the Company's internal governance, compliance, and incident-management procedures.

35. ANNEX 1. TERMS OF SERVICE

INTERSEAL B.V.

Registration number: 163945

Schottegatweg Oost 10 Unit A1K 10 Unit 1-9, Bon Bini Business Center, Curaçao

KEY INFORMATION

Approving Official(s): Jonathan Marshall Ruwel Heymans obo Kurason Trust Curacao N.V., the Managing Director

Responsible Office: Jonathan Marshall Ruwel Heymans obo Kurason Trust Curacao N.V., the Managing Director

Effective Date: 27.03.2026

Next Review Date: 27.03.2027

By using the services of this Website, you agree to all the terms of this Policy.

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1. General Rules

1.1. Interseal B.V. (hereinafter referred to as the "Company") registered in Curacao owns the Website - <https://www.pd.games> (hereinafter - "Website"). The Website is licensed by Curaçao Gaming Control Board.

1.2. These Terms of Service (hereinafter referred to as the "Terms") constitute an agreement between the Account Holder (hereinafter also referred to as the "Player") and the Company. Relationship between the Account Holder and the Website shall be regulated according to the Terms.

1.3. To become an Account Holder a user first, need to register an Account on the Website.

1.4. An "Account" is an account held by an Account Holder, for bona fide transactions, with a strict aim to establish a normal commercial relationship with the Company and with the strict purpose of conducting gambling transactions.

1.5. The "Website" (<https://www.pd.games>) is the internet gateway accessible through the internet address of the Company where all current and relevant information regarding the Website operations is published, and through which the Services are provided to the Account Holders.

1.6. The present Terms remain in force from the moment of accepting them in the form of registration on the Website of the Company. The person who wants to register an Account on the Website shall click on the button "I agree with the Terms of Service", this is proof of the Player's full agreement to these Terms.

1.7. The Account Holder have to read the provisions of these Terms carefully before the accepting them. In case of disagreement with the Terms, the usage of the Website shall be stopped.

1.8. The text of the Terms may be amended, modified, or updated by the Company from time to time due to a number of reasons that include commercial, legal etc. A new version of the Terms shall take force from the moment of its publication on the Website. The Company inform Players about any possible changes to the Terms by posting on the Website. The Player is personally responsible for acquaintance with the new version of the Terms. The Company recommends checking the Terms regularly in order to be aware of possible amendments.

1.9. The list of games on the Website may also be amended be the Company from time to time. The rules for each game provided by the Website can be found on the Website's relevant footer section or in the appropriate of each game.

1.10. The Company provides services on the Website exceptionally according to these Terms.

2. Access to, and Use of, The Services

2.1. In order to use the Services of the Website, the Player need to register the Account.

2.2. The Player is solely responsible for maintenance of all devices and internet communication measures that is needed for accessing the Services. The Company shall not be liable for any possible losses that are caused to the Player by the internet or any telecommunications service provider that the Player has engaged in order to access the Services. The Company cannot recommend using any third-party services in order to access the Services without failures.

2.3. It is forbidden to use the Services for defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offense, purposes. The Player is obliged to communicate in a polite manner with the other users of the Website without any abusive or aggressive language or images, swear, threaten, harass or abuse.

2.4. The Website is created for entertainment purposes and the Player has to use it for this purpose. It is prohibited to provide access or reproduce the Website or any part of it in any form whatsoever without the Company's express consent.

2.5. The Player is solely responsible for uploading the content onto the Website that shall be made only if necessary approvals, consents, licenses and permissions were obtained. What is more, the uploaded content has to comply with all applicable laws and regulations.

2.6. Any materials that the Player downloads from the Website shall be done at the Player's own risk. The Company shall not be responsible for any loss of data or other damage caused by any such download.

3. Obligations of a Player

3.1. By accepting these Terms, the Player declare and warrants that:

3.1.1. The Player is at least 18 years old or has reached the age that is legal for participating in gambling in the country of his/her residence.

3.1.2. The Account on the Website is used personally by the Player for entertainment purposes without any financial or other operations interest.

3.1.3. The Player participates in games on his/her own behalf. Participation in games on behalf of any other person is prohibited.

3.1.4. The Player provides the Company only with true and valid information concerning his/her identity. The Player is responsible for providing the Company with all possible changes in the personal data.

3.1.5. It is the sole responsibility of the Player to pay all applicable taxes according to the provisions of legislation where the Player resides.

3.1.6. The Company cannot recommend on tax and/or legal matters. The Player has to consult with the specialist and/or the authorities in the jurisdiction at the place of permanent residence concerning these matters.

3.1.7. The Player deposits only personal funds obtained in a legal manner.

3.1.8. The Player acknowledges that his/her participation in gambling may result in losing money.

3.1.9. The Player acknowledges that it is forbidden to take part in any fraudulent, collusive, coordinated actions with other Players, or any other illegal activities related personally to the Player or third parties. The Company reserves the right to close the Account in case of Player's misconduct

3.1.10. It is allowed to use only those credit card and other financial instruments that are valid and belong to the Player by law.

3.1.11. The Company is an owner of the software that is provided to the Player for participating in gambling. It is protected by the copyright and other intellectual property laws. This software may be used by the Player only for personal purposes for entertainment in compliance with all the rules specified in them, these Terms and provisions of applicable legislation.

3.1.12. It is forbidden to use profanity, threats, belittling or violent acts against other users and abusive comments.

3.1.13. The Player is obliged to comply with all applicable law and regulations in his/her jurisdiction while gambling on the Website. The Company cannot guarantee that gambling is legal in the country of the Player's residence. The Player use the Services at his/her own discretion and on his/her own choice in accordance to the current legislation of his/her jurisdiction.

3.1.14. The Company is not responsible for any illegal or unauthorized use of the Services of the Website. Actually, the Company makes everything possible and applies all necessary verification procedures to prevent illegal or unauthorized use of the Services.

4. Refund Policy

4.1. The Company cannot guarantee reimbursements, returns and refunds and in no case will provide money refunds, except the cases of money in question usage for participating in games.

4.2. The Company may propose the Player to reimburse him/her with the gaming currency, which was withdrawn from the Player's Account due to some technical breakdowns, errors or problems.

4.3. In case some technical issues occur, the Player can contact the Support Team.

4.4. The Player may request the refund of money only if there is a fault of the Company concerning technical problems/ breakdowns that resulted in the withdrawal of the Player's funds without his consent and knowledge.

4.5. The Company will consider the request for money refund only in case of its fulfillment by the Player in 7 days period from the moment of the money loss occurrence or awareness of such loss by the Player (in case no more than 1 (one) month has passed from the moment of such loss occurrence).

4.6. The request without compliance with deadlines will not be considered by the Company.

4.7. The Company can request the right to demand any screenshots, information and documents available, which confirm the Player request, in 5 (five) calendar days period from the day of the Company's request. The Company cannot process the Player's request without the proofs.

4.8. The Company can refuse in money refund without an explanation of the reasons. The money refund cannot be made without the verification of the reason for the money loss by the Support Team.

4.9. The Company can make money refund only in case the Player's identity is fully verified. In case the Player cannot provide the Company with the requested documents in 5 (five) days period from the day of the relevant request, then the money cannot be refunded to the Player.

4.10. In order to ensure your safety within twenty-four hours, you can withdraw not more than NAF 5,000, not more than NAF 10,000 within 1 week, not more than NAF 20,000 within 1 month.

4.11. Gaming currency cannot be exchanged to real-money currency in any cases.

4.12. The Support Team is the only authorized structure in the Company who can consider the requests for money refund, the other employees or specialists outside the Support Team are not entitled to do so.

4.13. Here is the list of reasons that cannot be considered as the cause to make any money returns or refunds to the Player:

4.13.1. potential or theoretical win;

4.13.2. timing out as a result of inactivity in the Player's system;

4.13.3. losses that were provoked by the Player's technical problems or system owned by third party problems;

4.13.4. in case the Player has violated the provisions of these Terms or any other Policy of the Company.

4.14. It is forbidden to spam the Company with money refund requests in case there is no legal grounds for such a refund. The Company reserves the right to instigate holding the Player liable for such actions.

4.15. Payments in winnings

4.15.1. The Player can use all winnings on the Account only after the final determination of the results of the game, in which the Player participated, or the confirmation by the Company of the corresponding result of the event and the settlement of the markets of rates

4.15.2. In case the Company has credited the Player's Account by mistake, such winnings or bonuses will remain the property of the Company and will be withdrawn at any time. In case of funds withdrawal before the investigation of the mistake by the Company, the Player will remain in debt to the Company.

4.15.3. The Player has to notify the Company about payouts made by mistake.

5. Special Regulations

5.1. The Company reserves the right to engage service providers or developers for games and services provision.

5.2. The usage of robot programs/Artificial Intelligence (bot program) is prohibited. The Company monitors software on the devices of Players in order to prevent or detect in exceptional cases the usage of forbidden programs. The Player agrees not to block the detection devices.

5.3. The Company prohibits the joint usage of the Account. Nobody can use the Account except for the Account Holder. To prevent strangers from the Account usage, account data (Player name, password, and any other information to enter the Player's account) has to be kept secret.

5.4. It is forbidden to make any modifications to the software provided by the Company, to crack or access the Company's security system. In case of such actions, the Company reserves the right to block the Account and inform the relevant authorities.

5.5. The Company prohibits the gaining an unfair advantage over other Players.

5.6. Only Players who do not have gambling problems may register an Account on the Website. In case, the problem occurs during the process of participating in gambling, the Player has to stop using the Website's services.

5.7. The Company reserves the right to block/close the Player's Account forever and without prior notice. The funds on the balance shall be withdrawn to the Player's account if the block wasn't made due to the fraud, violation of the conditions and/or damage caused to the Company or any of the Players as a result of a criminal game.

5.8. Also, the Company reserves the right to confiscate funds on the Player's Account in case of these Terms violation and cancel any pending withdrawals of funds.

6. Events/Games

6.1. The Company carries out tournaments, bonuses and promo events, as well as any games at its sole discretion. Also, the Company reserves the right to cancel them without explaining the reasons.

7. Play money game

7.1. The Company holds play money games. Play money is credited to all Player's.

7.2. Play money shall not be associated with real money.

7.3. The Company reserves the right to restrict or prohibit the use of Play money at any time without explanation of reasons.

7.4. The Company may use "Activity Tracking Technologies" or engage the third party to do it. Tracking technologies are used for collecting, storage and analysis of data on the use of the Company's Website, applications associated with the Company, as well as other software that operates in parallel with the Company's services. This helps to correct errors and bugs, research and analyze the product, as well as to ensure security, identify and prevent fraudulent activities.

7.5. The Company reserves the right to withdraw or cancel any payments or winnings if the way of their obtainment included intentional or unintentional use of technical vulnerabilities.

8. Confidentiality

8.1. The Company processes the personal data of every Player to provide them with the Website's Services.

8.2. The Company carries out all activities that relates to personal data processing in accordance with the law on protection of personal data.

8.3. The Company handles the personal data of the Player in order to carry out verification procedures.

8.4. The Company reserves the right to carry out verifications from time to time or on the request of third parties (including regulatory bodies).

8.5. The possibility of withdrawing funds may be restricted during the verification.

8.6. The Company reserves the right to close the Player's Account in case the information that was provided by the Player remains false, inaccurate, misleading, and/or otherwise incomplete.

8.7. The Company does not disclose the Player's personal information to third parties. The disclosure is possible in case of the business relationship with such a third party, particularly when the third party conducts transactions, verification procedures etc. Only in such cases, the third party may obtain the personal information of the Player.

9. Violations, penalties and termination

9.1. In case the Player breaches any provisions of these Terms or Policies of the Company, it is possible that the Company may refuse in the account opening or suspend access or close it. In such case, all the funds will be withdrawn and spent on the compensation of any damage caused by the Player.

9.2. The Company reserves the right to freeze the Player's Account in case of suspicions that the Player was involved in illegal or fraudulent activities regarding the Website's Services.

9.3. The final decision with respect to the breach of any provisions of the Company's Policies is adopted by the Company.

10. Interruption or termination of the games

10.1. The Player shall be returned to the initial state in case of the disruption of the servers, log, technical termination of the game, or any other failures occurred due to the fault of the Company.

10.2. The Company shall not be responsible for any damage or financial loss that surely or supposedly have arisen in connection with the activities of the site and its content.

11. Intellectual Property Rights

11.1. All Website design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software and all other material forming part of the Services are subject to copyright and other proprietary rights which are either owned by the Company or used under the license from third party rights owners.

11.2. The use of the Website's Services does not grant any interest to the Player in any intellectual property rights owned by the Company by any third party.

11.3. The Player is prohibited from reproducing any trademarks or logos which appear on the Website.

11.4. The Player must not allow any other person to copy, store, publish, rent, license, sell, distribute, alter, add to, delete, remove or tamper with the Website or any part of it in any way or directly or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter the Website, other than in the course of viewing or using the Website in accordance with these Terms.

11.5. The information contained in any form of written communication between the Company and the Player, including any attachments, are strictly confidential, may be legally privileged, or otherwise protected from disclosure and is intended solely for the addressee. Players are strictly prohibited to use, copy or disclose this information to any other person or take any action in reliance on this transmission.

12. Severability

12.1. In case some of the provisions that are contained in this Policy become illegal or unenforceable, they shall be deemed severable from the Terms. Any other provisions shall remain in force.

13. Reassignment

13.1. The Company may transfer rights and obligations under this Agreement. The Player does not have the right to transfer rights and obligations under this Agreement.

14. The completeness of Agreement and admissibility

14.1. These Terms constitute the full Agreement between the Player and the Company. In case of fraud, this Agreement supersedes all prior or coincident in-time cases of exchange of information and proposals, whether in an electronic, oral or written form between the Player and the Company with respect to this Website.

14.2. In case of any possible proceedings conducted pursuant to or in respect of this Agreement, its printed copy may be submitted to the judicial or administrative authorities.

15. Applicable Law and Jurisdiction

15.1. These Terms are established in accordance with the laws of Curaçao.

15.2. The Player shall irrevocably submit to the exclusive (single) law of the Curaçao courts of jurisdiction to resolve any disputes (including compensation claims and counterclaims) that may arise in connection with the Website's Service usage or in any manner arising from these Terms.

16. Waiver

16.1. In case the Company fails to insist upon strict performance of any of the Player's obligations or if the Company fails to exercise any of the rights or remedies to which the Company is entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve the Player from compliance with such obligations.

16.2. A waiver by the Company of any default shall not constitute a waiver of any subsequent default.

17. Restricted territories

17.1 Players residing in Curacao, the Netherlands (and any country forming part of the kingdom of the Netherlands), US, UN sanctioned countries and FATF blacklisted countries are not allowed to register an account.

17.2 The Company does not permit accounts to be opened by, or to make any deposits nor used from, Customers located or domiciled in Afghanistan, American Samoa, Aruba, Cyprus, Democratic People's Republic of Korea (North Korea), Ethiopia, Guyana, Guam, Iraq, Iran, Laos, Samoa, Saudi Arabia, Russia, Belarus, Saba, Serbia, Singapore, Statia, St. Maarten St. Eustatius, Syria, Sri Lanka, Uganda, United States of America, Vanuatu, Venezuela, Trinidad and Tobago, Yemen or countries that are placed by FATF to the "black list" of countries.

17.3 In addition, before opening an account, and on an ongoing basis, the Company will check to ensure that a Customer does not appear on the SDN list or is not engaging in transactions that are prohibited by the economic sanctions and embargoes administered and enforced by OFAC. (See the OFAC Website for the SDN list and listings of current sanctions and embargoes). Because the SDN list and listings of economic sanctions and embargoes are updated frequently, we will consult them on a regular basis and subscribe to receive any available updates when they occur. With respect to the SDN list, we may also access that list through various software programs to ensure speed and accuracy. See also OFAC's Sanctions List Search tool, which screens names against the SDN list and other sanctions lists administered by OFAC. The Company will also review existing accounts against the SDN list and listings of current sanctions and embargoes when they are updated and [he or she] will document the review.

18. Complaints

18.1 Players may lodge a complaint free of charge within six months of the incident related to their participation in a game of chance (Game) or in the case of P2P (if applicable on our Website) or ante post fixed odds betting the six month clock begins after the resolution of the specific event rather than the placement of the wager.

18.2 Complaints must be submitted using a clearly outlined methodology (online form or complaints template in a downloadable Word or PDF that can be emailed), which is prominently accessible on our Website and also referenced in the Terms and Conditions.

18.3 The form must include Complainant's name, address, and place of residence. Complainant's account number (if applicable). Date of the complaint. Description of the conduct being disputed (using pre-determined category topics if applicable). Language options: English or language of our target market. Any supporting documentation the Player requires to include as part of the complaint.

18.4 Complaints related to responsible gaming will be prioritized due to potential impacts on Player well-being. Our Company will adhere to the Responsible Gaming policy issued by the CGA and complaints that fall within the scope of that policy are considered subject to this clause. Our Company will use best in efforts resolve these cases within five business days. If more time is needed, We will inform our Players about the delay, which cannot exceed two weeks.

18.5 Regarding any other Complaint, within one week of receiving a complaint, our Company will:

18.5.1 Confirm receipt of the complaint in writing via email or preferred communication method.

18.5.2 Provide an explanation of how the complaint will be processed

18.5.3 Expected timeline for resolution.

18.6 Our Company will assess and respond to complaints within four weeks. If necessary due to complexity or lack of information, this period may be extended once by an additional four weeks, with prior written notice to the complainant.

18.7 A Player will always receive a final determination of their complaint in writing. The response will be either:

18.7.1 A reasoned final assessment of the outcome/resolution of the complaint with supporting evidence if necessary or applicable.

18.7.2 Detailed reasons for not handling the complaint. If additional information is reasonably required to address the complaint fully, our Company may request this information within the initial four week time period. Should the complainant not provide the necessary information within that time period, our Company may reject the complaint.

18.8 Should a Player feel that the dispute was not resolved to his satisfaction, the Player can refer the dispute to CADRE (<https://cadre.online/>).

18.9 CADRE is an independent alternative dispute resolution entity. The dispute resolution procedure at CADRE is free of charge for the Player independent of the outcome. CADRE is certified by the Curaçao Gaming Authority (CGA) under certification number CGA/ADR/2025/01.

18.10 Decisions of CADRE are binding upon Operator and Player.

18.11 The procedure before CADRE does not restrict or prejudice the Player's right to bring proceedings against the Operator in any court of competent jurisdiction.

19. History

March 27, 2026 Terms and Conditions update (annual update and legal changes).

July 30, 2025 Terms and Conditions update (legal changes).

May 19, 2025 Terms and Conditions update (annual update).

December 02, 2024 Terms and Conditions update (legal changes).

June 12, 2024 Terms and Conditions update (legal changes).

May 24, 2024 Terms and Conditions update (Annual update).

December 12, 2023 Terms and Conditions update (legal changes).

June 20, 2023 Terms and Conditions update (legal changes).

May 24, 2023 Initial Terms and Conditions.