Operations Manual

- CONFIDENTIAL –

This document is intended only for the following users:

User Types
General Users (All Employees)

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1. Introduction

1.1 Purpose of the Operations Manual

The purpose of this Operations Manual is to provide a comprehensive guide that ensures the operations of the platform remain in full compliance with the laws and regulations set forth by the Curacao Gaming Authority. The manual serves as an authoritative operational guide and includes, at a minimum:

- A description of the games of chance offered, including payment methods, bet limits, payout structures, game software, and outcome-determining mechanisms;
- The testing methods periodically used to ensure ongoing quality and compliance;
- The procedures and safeguards for storing personal data and other player-related information;
- A summary of the visual elements presented to players through the gaming website or application;
- The technical measures implemented to prevent access to the games by natural persons who are prohibited under the National Ordinance from participating;
- A diagram and explanation of the technical infrastructure, including recovery measures in the event of an operational incident;
- A description of how the principles of responsible gaming are embedded in the operation in line with Articles 2.2(3), 5.4, and 5.6 of the LOK;
- The current version of the general terms and conditions used in the operation;
- A description of the procedure for resolving player disputes;

- And details on the digital records kept of players, game transactions, and financial transactions, stored in a Tier-IV certified data center located in Curaçao, accessible to the Curaçao Gaming Authority (CGA) at all times.

1.2 Regulatory Compliance Overview

This section provides an overview of the regulatory requirements that govern the operations of a gaming platform licensed under the Curacao gaming laws. The platform must comply with both the specific regulations set by the Curacao Gaming Authority (CGA)

1.3 Scope of the Manual

The Scope of the Manual defines the areas of the platform's operations that are covered by this document. It outlines the sections that deal with specific operational activities, compliance procedures, and the roles of different departments in maintaining standards set by the Curacao Gaming Authority and international regulations.

The scope of this manual includes the following sections:

Description of Games of Chance Offered
This includes the types of games provided under the license, applicable rules, payment methods, bet limits, payout structures, underlying software, and all outcome-determining elements.

Quality Monitoring and Game Testing
A description of periodically applied testing procedures and methods used to monitor and ensure the quality, fairness, and technical stability of the games.

Storage of Player Data
An outline of the procedures for collecting, processing, and securely storing personal and transactional player data, in accordance with data protection regulations and the LOK.

Visual Presentation
A description of the visual interface and elements presented to players on the gaming website and/or application, including branding, responsible gaming messages, and required warnings.

Access Control for Excluded Individuals
Technical and procedural measures in place to prevent natural persons who are banned under the National Ordinance (e.g., minors, self-excluded players, bankrupt individuals) from accessing or participating in games of chance.

Technical Infrastructure and Emergency Restoration
A diagram of the platform's technical architecture, with an explanation of system redundancy, backup protocols, and emergency recovery procedures in the event of a technical disruption.

Implementation of Responsible Gaming Principles
A detailed description of how the operation integrates the principles of responsible gaming, including tools for self-exclusion, cooling-off periods, loss and time limits, and compliance with Articles 2.2(3), 5.4, and 5.6 of the LOK.

General Terms and Conditions
The most recent and applicable version of the general terms and conditions offered to players and accepted upon registration.

Dispute Resolution Mechanism
The procedures followed for resolving player complaints, including timelines, escalation procedures, and recourse to alternative dispute resolution mechanisms in accordance with Article 5.3.

Digital Records and Server Location
Details of how critical records of players, game sessions, and financial transactions are digitally stored and made continuously accessible to the CGA, including the requirement that these records are hosted in a Tier-IV certified data center physically located in Curaçao.

Gaming Operations: All aspects of game management, including game types, rules, payouts, software, and outcome-determining elements. This section covers the specific procedures for each game offered on the platform.

Player Data Management: Detailed procedures for collecting, storing, and processing player data, ensuring full compliance with data protection laws and providing transparency in how personal data is handled.

Security and Technical Infrastructure: Describes the technical measures implemented to ensure the integrity of the platform, prevent unauthorized access, and secure financial transactions.

Responsible Gaming: Covers the platform's approach to promoting responsible gaming, including self-exclusion, time limits, and player protection tools.

Dispute Resolution: Provides the procedures for handling player complaints, including the escalation process and the use of third-party mediation if necessary.

Compliance with Curacao Licensing Requirements: Covers the documentation and processes required by the Curacao Gaming Authority to maintain the gaming license, including periodic inspections and reporting.

Employee Responsibilities: Outlines the roles and responsibilities of employees in maintaining compliance and operational standards, including training on regulatory requirements.

2. Games and Betting Operations

2.1 Overview of Games Offered

The gaming platform delivers a rich mix of gaming content, comprising RNG-based slot games, table games, crash-style instant games, and live dealer experiences. These games are sourced from globally recognized providers and operate under certified RNG (Random Number Generator) technology or approved live dealing protocols. This guarantees compliance, fairness, and transparency across all game categories.

Game Categories

- **Slots** – From classic fruit machines to high-volatility video slots with jackpots, multipliers, and dynamic reels.
- **Table Games** – Variants of blackjack, roulette, baccarat, poker, and more.
- **Crash/Instant Win Games** – Games like Aviatrix, where outcomes are based on a progressive multiplier model.
- **Live Dealer Games** – Authentic casino experiences streamed in real-time including Andar Bahar, Sic Bo, Teen Patti, and Blackjack.

Certified Game Providers and Technologies

The following providers have been audited and certified by accredited testing labs to meet international gaming standards:

- **AGT Software** – RNG developed by AGTsoftware SIA, certified by GLI against Malta's Gaming Authorisations Regulations; passed statistical tests (95%, 98%, 99% confidence) for slot, bingo, keno, and poker configurations.
- **Aviatrix (Kiverly Ltd)** – RNG using OpenSSL AES-256 CTR-DRBG entropy engine, certified by BMM Testlabs under UKGC standards; passed Diehard and NIST statistical test suites at 95% and 99% confidence levels.
- **Booming Games** – RNG based on Ruby SecureRandom using `/dev/urandom`, certified by QUINEL under Isle of Man Gambling Supervision Commission; passed Diehard and NIST tests (95%–99% confidence) on raw binary and scaled outputs.
- **Champion (Mach Ltd)** – RNG "libchc_rng" certified by GLI for Romanian jurisdiction; passed statistical testing (95%, 98%, 99% confidence) across configurations for roulette, blackjack, poker, and slot-style outcomes.
- **Endorphina** – RNG developed by Endorphina Limited, certified by iTech Labs against Malta Remote Gaming Regulations; passed Marsaglia's Diehard statistical tests with certified uniformity, unpredictability, and non-repeatability of outputs.
- **FAZI d.o.o.** – RNGUtils v1.0 developed by FAZI, certified by BMM Spain under Romanian technical standards; passed Empirical, Diehard, and NIST test suites at 95% confidence level using CryptGenRandom-based algorithm.

- **Solvited B.V. (N2Live)** – Solvited RNG v2.11.0 certified by GLI under Malta Gaming Authorisations Regulations; passed statistical evaluations (95%, 98%, 99% confidence) using TinyMT32 algorithm, including binary-level randomness and scaled output testing.
- **EEZE Gaming / TAIN (IOM) Ltd** – Live dealer games certified by GLI under Isle of Man Gambling Supervision Commission's Compliance Procedures; games including Andar Bahar, Teen Patti, Sic Bo, and Blackjack passed audits on shuffling, card handling, dealer behavior, RTP monitoring, and anti-collusion protocols.
- **Wazdan** – RNG based on the ISAAC algorithm, certified by NMi Metrology & Gaming Ltd under Malta Gaming Authority standards; passed Diehard and NIST statistical test suites (95% and 99% confidence), demonstrating randomness, unpredictability, and non-reproducibility.
- **Spinomenal (Panda Bluemoon Ltd)** – RNG "ValidatedCryptoRandom" extending Microsoft CryptoRandom class, certified by eCOGRA for Malta, Isle of Man, Alderney, and other jurisdictions; passed Diehard, Chi-Square, Runs, and Serial Correlation tests with 95% confidence for shuffle and scaled output distributions.
- **Lambda Games** – RNG based on Fortuna.NET PRNG, certified by Gaming Associates Europe Ltd under Isle of Man Gambling Supervision Commission standards; passed Diehard and scaled statistical tests with 99% confidence, verifying compliance with unpredictability and uniformity criteria.
- **Gamzix** – RNG using a standard pseudorandom algorithm, certified by iTech Labs under UKGC Remote Gambling and Software Technical Standards; passed Marsaglia's Diehard test and scaling validation on a range of video slot games with certified unpredictability and uniform distribution.
- **GameBeat Ltd** – RNG certified by iTech Labs under Malta Remote Gaming Regulations (S.L.438.04); passed Marsaglia's Diehard test and game-specific scaling analysis, confirming outputs are unpredictable, non-repeatable, and statistically fair.
- **Pariplay (GMS Entertainment Ltd)** – RNG using the Isaac Algorithm and Microsoft RNGCryptoServiceProvider, certified by Gaming Associates Europe under Malta Gaming Authority (MGA) standards; passed full Diehard test suite and scaled output tests with 99% confidence, ensuring compliance with randomness, unpredictability, and non-repeatability standards.
- **Betsoft Gaming** – RNG built using the Java-based Colt library (developed at CERN), certified by Quinel M Ltd under Malta Remote Gaming Regulations; tested independently of game integrations and found compliant with standards for cryptographic security, fairness, and statistical integrity.
- **Sportradar AG (Betradar Virtual Sports)** – RNG based on Java's `SecureRandom` and `SplittableRandom`, certified by eCOGRA under UK Gambling Commission (UKGC) Remote Gambling and Software Technical Standards (RTS 7A and 7B); passed statistical evaluations including Chi-Square, Runs, Serial Correlation, and Diehard tests for a broad set of virtual sports outcomes (football, racing, tennis, cricket, etc.).
- **BetGames.TV (TV Žaidimai Ltd)** – RNG certified by GLI for compliance with Maltese, UK, and Estonian regulations; passed raw and scaled output analysis at 95%, 98%, and 99% confidence across a wide range of draw and number configurations, confirming suitability for draw-based and live dealer game formats.
- **Fugaso** – RNG based on Java's SecureRandom, certified by QUINEL under UK Gambling Commission Remote Gambling and Software Technical Standards; passed Diehard and

NIST test batteries on both raw and scaled outputs, confirming statistical randomness, unpredictability, and secure entropy sourcing.

- **Games Global Operations Limited (Malta)** – RNG using MD5 and RC4 algorithms, certified by eCOGRA under Malta Gaming Authority S.L. 438.04 Remote Gaming Regulations; passed Diehard, Chi-Square, Runs, and Correlation tests at 95% confidence, confirming compliance with randomness, scaling, and cryptographic strength standards.
- **Games Global Operations Limited (Sweden)** – Software-based RNG certified by eCOGRA under Swedish gambling regulations (SFS 2018:1138, SFS 2018:1475, LIFS 2018:8); passed all applicable statistical and compliance requirements including uniformity, unpredictability, correct standard deviation, and correct probability distribution across independent game outcomes.
- **Evolution Gaming** – RNG built in Scala and using Java's SecureRandom library, certified by QUINEL against UKGC Remote Gambling and Software Technical Standards; passed Diehard, NIST SP800-22, and statistical tests for uniform distribution and serial independence, verifying security, unpredictability, and fairness of outcomes across multiple modules.
- **Play'n GO** – RNG "Isaac_RNG v1" certified by BMM Spain under UK Gambling Commission standards; passed Diehard, Chi-squared, and Coupon Collector tests with 99% confidence, confirming cryptographic strength, non-reproducibility, and uniform output distribution.
- **NetEnt** – RNG based on the Fortuna algorithm with continuous entropy reseeding, certified by iTech Labs under Malta Gaming Authority regulations; passed Marsaglia's Diehard and Chi-Square tests for both raw and scaled data, confirming statistical independence, unpredictability, and secure entropy injection.
- **iSoftBet (ISB Technology Sarl)** – RNG using the Mersenne Twister algorithm, certified by Quinel M Ltd under UKGC Remote Gambling and Software Technical Standards; passed DIEHARD and NIST SP800-22 test suites, and validated for scaled/shuffled outputs with 95% confidence.
- **Kiron Interactive** – RNG version 1.2.0.0 certified by GLI for use in Racing, Keno, Basketball, Football, and other virtual sports under UKGC, Malta, and Macau standards; passed Diehard, Serial Correlation, Coupon Collector, Permutation, and custom test batteries at the 99% confidence level.
- **Red Tiger Gaming** – RNG based on the native PHP `random_int()` function (backed by Linux `getrandom()` syscall), certified by Trisigma B.V. under UKGC Remote Gambling and Software Technical Standards; passed Dieharder, NIST, and STS test suites using 1.25 billion sample data (10 GB), demonstrating cryptographic randomness, uniform distribution, unpredictability, and secure seeding and scaling behavior.
- **Red Tiger Gaming (UK & Gibraltar Conformity)** – RNG version 1.0.0 declared conformant to UKGC technical standards by Trisigma B.V.; software deemed equally compliant with Gibraltar Gambling Commissioner requirements per regulatory equivalence recognition.
- **Red Tiger RNG Audit Addendum** – Crypto.php file integrity and deployment verified via supervised GitLab audit session after signature mismatch identified; critical files confirmed identical in production and test environments by Trisigma, with RNG scope unchanged.
- **Red Tiger RNG (Evolution Platform)** – RNG version 4.0.0 developed in Scala and based on Java SecureRandom, certified by QUINEL Ltd under UKGC standards; passed

DIEHARD, NIST, Poker Hand, Order, Serial Correlation, and Frequency tests across raw, scaled, float, and shuffled deck data with 95–99% confidence levels.

- **Salsa Technology (Salsa RGS)** – Remote Gaming Server evaluated and certified by GLI under Brazil's federal regulations (SPA/MF Portarias No. 722/2024, 1.330/2023, 1.207/2024, and others); confirmed compliant through source code review, functional testing, jurisdictional verification, and checksum validation of all RGS service components including bet placement, account balance, and transaction handling modules.
- **Salsa Platform Integration (Aggregator + Sportsbook)** – Salsa Technology Base, Sportsbook Platform, and Aggregator RGS (v1.2 / 01.54.02) integration tested by GLI under Brazilian federal technical standards; passed interoperability and backend compatibility tests across multiple game types and providers (e.g., PGSoft, Smartsoft, Zitro, Ezugi, Games Global, Pragmatic), with test outcome listed as compliant.
- **Red Tiger Gaming (RNG Audit Confirmation)** – Follow-up to prior RNG certification by Trisigma B.V., confirming via supervised session that discrepancies in digital signatures between production and GitLab were resolved; production integrity of `Crypto.php` and core RNG modules fully validated with no change in certification outcome.
- **Thunderkick** – RNG certified by QUINEL Ltd under Latvian Gambling and Lotteries Law and technical regulations; RNG uses Java game server architecture with Fortuna-based module and was tested in collaboration with eCOGRA (RNG Report ID: 21109TLKMJ001); passed Diehard and system-level statistical evaluations at 95–99% confidence across desktop and mobile platforms.
- **Stakelogic** – RNG using Tiny Mersenne Twister (TinyMT) algorithm seeded by Quantis hardware RNGs, certified by Gaming Associates Europe Ltd under UKGC Remote Gambling and Software Technical Standards; passed raw and scaled output Diehard tests with 99% confidence, confirming compliance with RTS 7A/7B and ensuring non-reproducibility, secure entropy, and statistical fairness.
- **Salsa Technology (Brazil Integration)** – Salsa Technology Base, Sportsbook Platform, and Aggregator RGS (v1.2 / 01.54.02) certified by GLI for compliance with Brazil's federal fixed-odds betting standards (SPA/MF Ordinances No. 722/2024, 1.330/2023, 1.231/2024); integration tested with titles from PGSoft, NetEnt, Red Tiger, Hacksaw, Evolution, and others; GLI verified successful interaction across game types including crash, bingo, table, and slot formats.
- **Push Gaming Malta Ltd** – RNG "Platform RNG v1.0.0" implemented with `java.security.SecureRandom`, certified by BMM Spain under UKGC Remote Gambling and Software Technical Standards (2021); passed Empirical, Diehard, and NIST test suites with perfect scores (p-values = 1.000000) across multiple modules, confirming secure entropy, unpredictability, and statistically unbiased scaling.
- **Relax Gaming Ltd** – RNG version 2.0 implemented in Java, certified by eCOGRA under Malta, Gibraltar, Isle of Man, Latvia, and Alderney standards; passed Chi-Squared, Runs, Serial Correlation, Shuffle Deck, Diehard, and Expected Probability tests at 95–99% confidence, confirming fairness, cryptographic strength, and regulatory compliance across scaled and float ranges.
- **RAW iGaming / XTERRA Games Ltd** – RNG written in Python using `SystemRandom` (based on `urandom`), certified by QUINEL Ltd under UKGC RTS (2017); passed source code review, float, scaled, and shuffled range tests, and full Diehard and NIST SP800-22 suites with 95–99% confidence, confirming cryptographic quality, entropy security, and full regulatory alignment.

- **Quickspin AB** – RNG version 1.0 and 2.0 certified by eCOGRA under Malta, Gibraltar, Denmark, and UKGC regulations; implementation fully replicates Relax Gaming's certified RNG modules; passed Chi-Square, Runs, Serial Correlation, Shuffle Deck, Diehard, and scaling randomness tests with 95% confidence across test ranges from [0–33] to [0–999].
- **Spinoro (Anakatech Ltd)** – RNG based on Java's `SecureRandom` class, certified by Trisigma B.V. under UKGC Remote Gambling and Software Technical Standards; passed the full Dieharder and NIST statistical test suites using 15 GB of 32-bit random data, demonstrating uniformity, unpredictability, secure seeding, and proper scaling across all tested configurations.
- **Slotmill Ltd** – RNG "The Miracle PRNG" combining Java SHA1 SecureRandom with Mersenne Twister, certified by Gaming Associates Europe Ltd under Malta Gaming Authority Remote Gaming Regulations; passed Diehard and scaled Chi-Square, Runs, and Correlation tests at 99% confidence across multiple ranges (0–36, 0–207, 0–774), confirming cryptographic randomness, unpredictability, and unbiased distribution.
- **Ruby Play (NSYNC Developments Ltd)** – RNG "FortunaBC" implemented in Java 8, certified by Gaming Associates Europe Ltd under UK Gambling Commission RTS 7A/7B standards; passed full Diehard, Chi-Square, Runs, and Correlation tests on raw and scaled output with 99% confidence, confirming compliance, entropy integrity, and non-repeatability across 90, 199, and 550 scaling ranges.
- **TrueLab (True Flip Gaming Ltd)** – RNG "truelab-rng v2.3.0" developed in JavaScript ES2019, certified by eCOGRA under regulations applicable in Malta, Estonia, Gibraltar, Isle of Man, Latvia, Croatia, Italy, and Denmark; passed full Diehard, Chi-Square, Runs, Correlation, and Shuffle tests with 95% confidence across scaled ranges (0–33 to 0–999) and card decks, confirming unpredictability, uniformity, and non-reproducibility.
- **Swintt (PSMTEC GmbH)** – RNG written in C++ using the HMAC_DRBG algorithm seeded via SHA512 and mapped through MT19937, certified by QUINEL under Malta Remote Gaming Regulations; passed full DIEHARD and NIST SP800-22 suites, as well as scaled, float, and shuffled deck evaluations at 95% and 99% confidence, confirming secure entropy, randomness, and statistical fairness.

All RNG systems meet regulatory criteria for:

- **Randomness**: Data must be statistically random and uniformly distributed.
- **Unpredictability**: Outputs must not be deterministically derived or guessable.
- **Non-reproducibility**: Given identical seeds or starting conditions, outcomes cannot be recreated.

Security and Compliance

Each game's RNG or live dealer mechanism is routinely audited. Providers have passed statistical test batteries (Diehard, NIST, Chi-Square), source code reviews, and entropy validation. Certification labs include GLI, BMM, iTech Labs, NMi, QUINEL, and eCOGRA — all of which are ISO/IEC 17025-accredited.

2.2 Betting Rules and Payment Possibilities

Betting Rules:

- **Eligibility:** Users must be at least 18 years old to participate in betting activities.
- **Account Verification:** Before placing bets, users are required to complete the account verification process, which includes providing valid identification documents.
- **Bet Placement:** Bets can be placed on a variety of sports events and casino games. Once a bet is placed, it cannot be canceled or modified.
- **Fair Play:** All betting activities are monitored to ensure fair play. Any suspicious activities may lead to account suspension or termination.

Payment Possibilities:

- **Deposit Methods:** Users can fund their accounts using various methods, including credit/debit cards, e-wallets, and bank transfers. The availability of specific methods may vary based on the user's location.
- **Withdrawal Methods:** Withdrawals can be made using the same methods as deposits, subject to verification and processing times.
- **Transaction Limits:** Minimum and maximum limits apply to both deposits and withdrawals. Users should refer to their account dashboard for specific details.
- **Processing Times:** Deposits are typically processed instantly, while withdrawals may take up to 5 business days, depending on the chosen method.

2.3 Bet Amounts and Payouts

Bet Amounts:

- **Minimum Bet:** The minimum bet amount varies depending on the game or event. Users should check the specific game rules for exact figures.
- **Maximum Bet:** Maximum bet limits are set to ensure responsible gaming and may vary across different games and events.
- **Currency:** All bets are placed in the currency selected during account registration.
- Players can place different types of bets including Single, Multi (Ordinary), Express, and System bets.
- The platform offers flexible stake entry with features such as:
    - Manual input field with currency indicator.
    - Quick Bet buttons with customizable predefined amounts.

  - A “Max” button to auto-fill the maximum stake allowed.
  - Freebet toggle (if granted) for placing bets using bonus credits.

Payouts:

- **Winning Bets:** Payouts for winning bets are credited to the user's account balance automatically after the event's outcome is confirmed.
- **Payout Calculation:** Payouts are calculated based on the odds at the time the bet was placed and the bet amount.
- **Withdrawal of Winnings:** Users can withdraw their winnings subject to meeting any wagering requirements and verification processes.
- **Taxes:** Users are responsible for reporting and paying any applicable taxes on their winnings as per their local laws.
- Winnings are calculated automatically based on the odds and stake amount shown at the time of bet confirmation.
- A calculator icon in the bet slip allows users to:
  - View potential winnings.
  - Adjust bet combinations (e.g., system types like 2/3, 5/10).
- Payout tables and special prize information are available in the Promo Sport section of the platform.
- All winning amounts are credited directly to the player’s balance, displayed in the selected currency at all times.
- Win/loss transaction history can be reviewed in the player profile under "Operations History".

2.4 Software and Technology Used

The platform utilizes a robust, integrated betting system with the following technological capabilities:

- **Transaction Tracking:**
  - Full gaming transaction history for the last 90 days.
  - Financial history showing total deposits, withdrawals, and win/loss summaries.
- **Real-Time Game Information:**
  - Live broadcasts, match statistics, lineups, and results.
  - Pre-match and in-play game data provided on event selection.

- **User Interface Components:**
  - Interactive bet slip with configurable settings.
  - Graphical display of betting options and results.
  - Responsive controls for stake input, odds acceptance, and system betting configurations.
- **Currency and Balance Management:**
  - Real-time balance display in the user's chosen currency.
  - Update of balances during gameplay.
- **Regulatory Compliance:**
  - Display of betting rules, restrictions, and game-specific instructions.
  - System-generated Game IDs and detailed descriptions for all offered games.

2.5 Outcome-Determining Elements

The outcome of each bet placed on the Company platform is determined by transparent, verifiable elements specific to the type of event and betting market. These elements are designed to ensure fairness, clarity, and compliance with regulatory standards. The main outcome-determining elements include:

1. Official Event Results

- For sports betting, outcomes are determined strictly by the official results provided by the governing body of the respective sport or event (e.g., final score, match winner, time-based results).
- In the case of live betting, outcomes are based on real-time data feeds and are locked in when the bet is placed.

2. Game Engine Results (for Virtual Sports & RNG-based Games)

- For virtual sports or instant games, outcomes are determined using certified Random Number Generators (RNGs).
- Each game or event has a unique identifier and a verifiable outcome, displayed with detailed descriptions and pay tables.

3. Odds and Markets

- The potential payout is calculated using the odds visible at the moment the bet is confirmed.
- Odds may change dynamically for live events but are locked for the player upon bet placement.

4. Bet Type Logic

- Different bet types (Single, Express, System, Multi) use mathematical models to determine possible combinations and payout structures.
- System bets depend on a subset of outcomes being correct (e.g., 2 out of 3 wins in a 2/3 system).

5. Manual or Technical Verification

- In rare cases of data disputes, the platform refers to independent data providers or official recordings.
- Bets may be voided or adjusted if technical issues, incorrect lines, or rule breaches are detected.

6. Bonus Bet Conditions

- Freebets and promotional bets have predefined rules and outcome criteria.
- Winning from bonus bets is subject to the terms indicated in the bonus policy, such as rollover requirements or minimum odds.

3. A description of periodically used test methods for quality monitoring

This section outlines the testing procedures to ensure the quality and timely delivery of products. The document describes the goals, processes, policies, and testing environments used to verify product functionality and performance, while also detailing the management of defects, metrics, and acceptance criteria. The information presented herein defines the structured approach the QA team follows to ensure the delivery of high-quality products that meet all regulatory and customer expectations.

3.1 Test Tenets

The QA team's approach to testing is driven by the following core principles:

Customer-Centricity: QA prioritizes enhancing the customer experience by ensuring seamless functionality and reliability throughout the entire lifecycle of the Company products.

Proactive Problem-Solving: QA aims to address potential challenges before they affect users, anticipating issues based on customer environment analysis and industry best practices.

Quality Over Quantity: Emphasis is placed on delivering stable, reliable features and functionalities, ensuring that the user experience remains consistent and predictable.

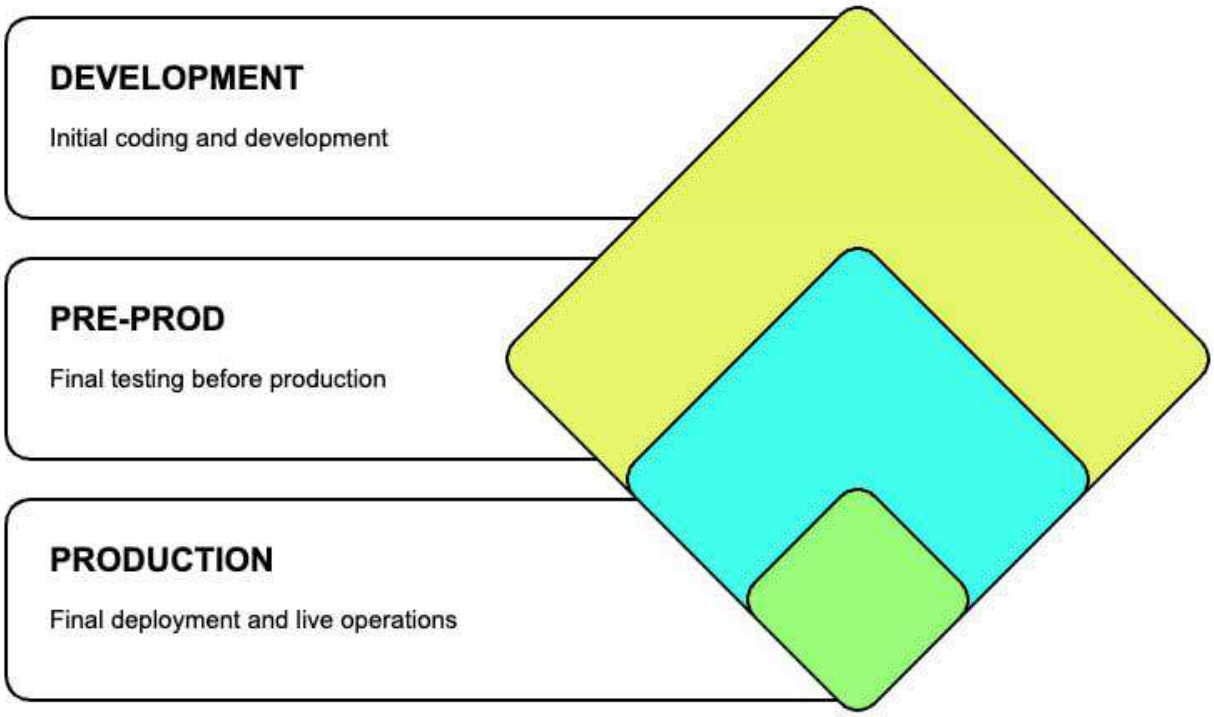
Data-Driven Decision Making: All testing decisions are guided by data-driven insights, aligning efforts with the most critical areas to improve product quality and performance.

Continuous Improvement: QA constantly refines its testing processes and techniques to improve efficiency, quality, and overall product reliability.

Testing as a Driver for Feature Development: Test cases are created based on requirements, with the goal of validating product functionality through thorough testing, ensuring that no test or script is created without a direct link to the requirements.

Test Clarity: Each test case should be clear, concise, and immediately understandable, focused on a specific aspect of functionality to ensure effective testing without redundancy.

3.2 Environments Used for Testing



The QA teams at the Company utilize three primary environments to verify product quality:

Development Environment:

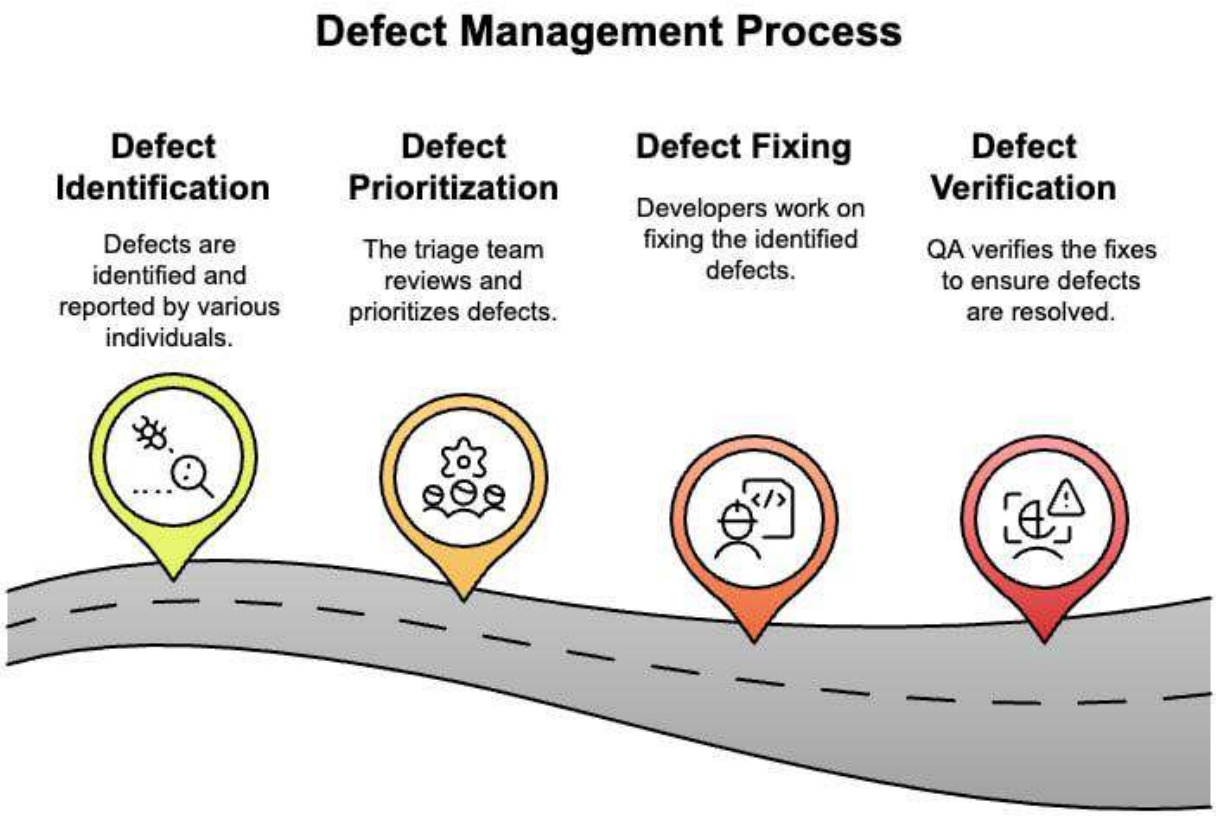
- Used by developers for building and experimenting with new features.
- Constantly evolving, often unstable, and with fake or test data used for individual component testing.
- Not publicly available.

Pre-Prod Environment:

- A near-identical copy of the production environment, used for integration testing, user acceptance testing (UAT), and final quality assurance before release.
- Mirrors the production setup, ensuring that all features work together as expected.
- Not available to the public.

Production Environment:

- The live environment that customers interact with, containing real user data.
- Requires constant monitoring to ensure performance and uptime are stable.
- Any issues here have direct customer impact, making careful maintenance and issue tracking essential.



3.3 Test Case Design Requirements

User Scenario-Based Test Cases: Each test case must be based on real user scenarios and product requirements, ensuring focused and relevant testing.

Clear Test Case Naming: Names should be clear and descriptive, reflecting the functionality being tested to facilitate easy identification.

Granular Test Cases: Test cases should be focused on a single user scenario or requirement, ensuring detailed coverage of specific aspects of the product.

Reusability: Test cases should be modular, designed to be reused across different testing scenarios.

Requirement Traceability: Each test case should be linked to specific product requirements or user stories, ensuring complete coverage of customer expectations.

Automation Suitability: Suitable test cases, particularly those involving repetitive tasks or regression tests, should be automated to improve testing efficiency.

3.4 Testing Procedure and Requirements Management

Testing procedures are closely tied to product requirements, which are tracked and managed using Jira. Each feature or task is tested to ensure it meets the requirements specified in the corresponding user story or epic, following the established testing methods:

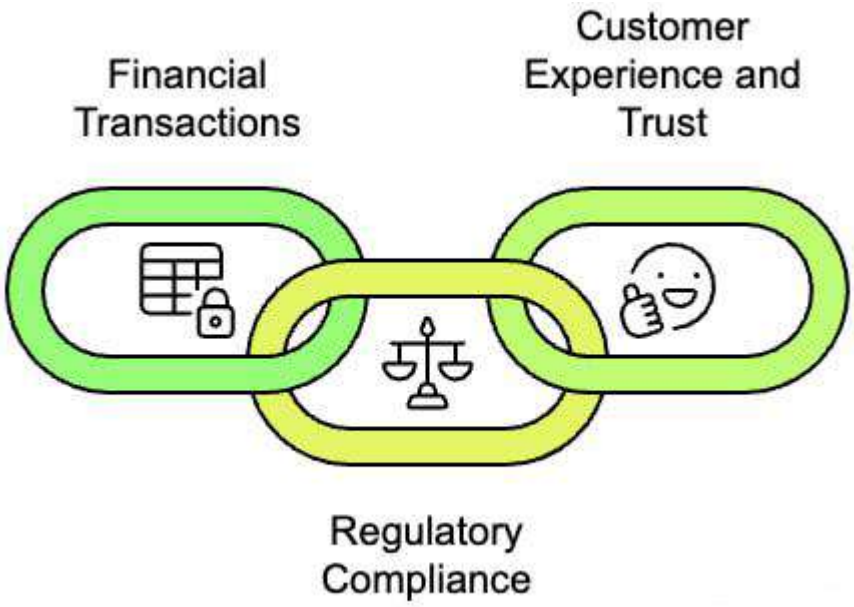
Positive Verification: Ensures that features work as intended.

Negative Testing: Verifies that features handle invalid inputs or unexpected behaviors.

Corner Testing: Assesses how features perform under rare or unusual conditions.

Each task that reaches the release phase must be tested to verify that the work resolves the customer problem as described in the requirements.

3.5 Defect Management Process



Defect management at the Company is integral to the testing process and ensures that any issues are tracked and addressed efficiently:

Defect Identification and Reporting: Defects are reported by the QA team, developers, or customer support, and logged in Jira. Reports include detailed descriptions, steps to reproduce the issue, environment details, and the severity and priority of the defect.

Defect Triage and Prioritization: A triage team reviews and prioritizes defects, assigning them to the appropriate developers for resolution.

Defect Resolution and Verification: Developers fix the defect, and the fix is verified by the QA team in a testing environment. If the defect impacts other system functionality, additional regression testing may be performed.

Defect Lifecycle: Defects go through various statuses in their lifecycle (New, Open, In Progress, Resolved, Verified, and Closed). The defect status reflects the stage in the resolution process and is tracked in Jira.

3.5 Metrics

Metrics are collected to evaluate the effectiveness of the testing process and the overall quality of the product. Key metrics include:

Defect Density: Measures the number of defects per unit of software, helping to identify areas prone to errors.

Defect Severity/Priority: Categorizes defects based on their business impact, ensuring efficient prioritization.

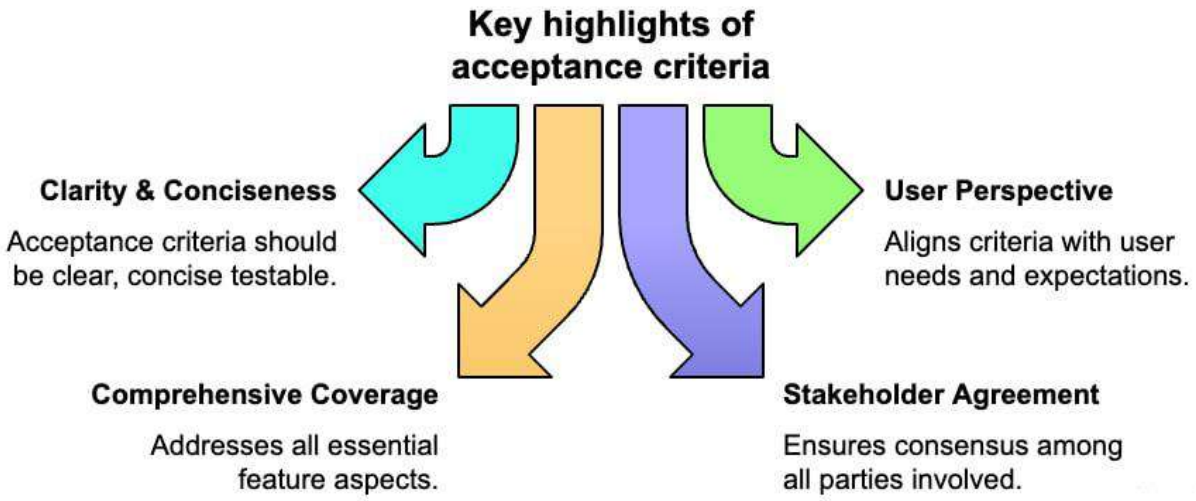
Test Pass/Fail Rate: Indicates the stability of the software based on the percentage of tests passed or failed.

Test Cycle Estimation: Assesses the time required to complete testing cycles, ensuring efficiency in testing activities.

These metrics provide insights into the quality of the software and areas that may need improvement.

3.6 Acceptance Criteria

Acceptance criteria define the conditions that a product or feature must meet to be considered ready for release.



These criteria ensure that the software meets the required functionality and quality standards:

Transaction Accuracy: All financial transactions, including deposits, withdrawals, and payouts, must be accurate and thoroughly tested.

Regulatory Compliance: The software must meet all jurisdictional requirements, including age verification, responsible gambling features, and data privacy regulations.

Security: Rigorous testing to ensure that the software is secure and that sensitive user data is protected.

User Experience (UX) and Performance: The product must deliver a seamless user experience, with performance testing to ensure it handles high user loads and prevents crashes.

3.7 Reporting

Reporting is an essential part of QA testing, providing stakeholders with detailed insights into the progress of testing, defect trends, and overall product quality:

Bug Reports: These reports track daily progress, blocked tests, and critical defects.

Feature/Epic Reports: Summarize weekly test execution progress, defect trends, and coverage against product features.

Release Reports: Provide an assessment of release candidates, including defect statistics and performance metrics.

Ad-Hoc Reports: Generated on demand to address specific concerns or questions.

4. The way of storing players' personal data and other details

The protection and privacy of player data are paramount to ensuring the trust and security of the services offered on the Company. This section outlines the procedures for collecting, storing, securing, and processing personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and the Curaçao Data Protection Framework. It also explains the rights players have regarding their personal data and the processes in place for obtaining and managing consent.

4.1 Collection and Use of Personal Data

The personal data collected may include, but is not limited to, the following categories:

- Identity Verification Details: Such as passport numbers, government-issued identification, and utility bills to verify the identity of the player.
- Financial and Transaction Data: Including deposit/withdrawal records, payment methods, transaction histories, and account balances.
- Geolocation and Online Identifiers: IP addresses, device information, and online activity related to the player's use of the website and services.

- Behavioral and Browsing Activity: Data such as traffic data, time spent on the website, pages visited, click-through rates, and interaction with various features of the platform.

4.2 Data Storage and Security Measures

The following measures are in place to protect personal data:

- Data Storage Locations: Personal data, including critical information about players, their game transactions, and financial transactions, shall be stored in a manner that ensures it remains continuously accessible to the Curaçao Gaming Authority (CGA) through a server hosted in a Tier-IV certified data center located in Curaçao. The infrastructure is built on VMware vSphere and Nutanix Hyper-Converged Infrastructure with SSD acceleration, ensuring resilience, scalability, and fault tolerance..

- Data Encryption: All personal data is encrypted both in transit and at rest to prevent unauthorized access or disclosure.

- Access Controls: Strict access controls are implemented to ensure that only authorized personnel can access sensitive player data. These controls are regularly reviewed and updated.

- Regular Security Audits: The company conducts periodic security audits and vulnerability assessments to identify and mitigate potential risks related to data breaches.

- Data Backups: Regular backups of player data are maintained to ensure that it can be restored in case of system failures or data loss.

4.3 Compliance with Data Protection Laws

This compliance ensures that personal data is processed fairly, transparently, and securely.

- Lawful Basis for Processing: Personal data is processed based on the following lawful grounds as outlined in the GDPR:
    - Consent: Explicit consent is obtained from players when necessary, particularly for marketing purposes or when collecting sensitive personal data.
    - Contractual Necessity: Personal data may be processed as required to fulfill contractual obligations, such as providing the services requested by the player.
    - Legal Obligation: Certain data processing activities are carried out to comply with legal obligations, such as KYC and AML requirements.
    - Legitimate Interests: In some cases, the Company processes personal data based on its legitimate interests, such as improving customer service or conducting market research.

- Data Minimization: the Company collects only the data that is necessary to provide its services and meet legal requirements. Data that is no longer required is safely deleted or anonymized.

- Data Subject Rights: the Company respects the rights of players regarding their personal data, including the right to access, rectify, erase, restrict processing, and port their data. Players can exercise these rights by contacting the company directly.

4.4 Player Consent and Data Rights

- Consent: Before collecting and processing personal data, a clear information provided to players regarding the data being collected, its purpose, and how it will be used. Players must provide explicit consent to the processing of their personal data for specific purposes, such as marketing communications. Players can withdraw their consent at any time by contacting customer support.

- Data Rights: Players have the following rights regarding their personal data:
    - Access: Players have the right to access the personal data held about them and to obtain information about how it is being processed.
    - Rectification: Players can request corrections to inaccurate or incomplete personal data.
    - Erasure: Players may request the deletion of their personal data under certain conditions, such as when the data is no longer necessary for the purposes for which it was collected.
    - Restriction: Players have the right to restrict the processing of their personal data in specific circumstances.
    - Data Portability: Players can request a copy of their personal data in a structured, commonly used, and machine-readable format and transfer it to another controller if applicable.

- Withdrawal of Consent: Players can withdraw their consent for processing personal data at any time. However, withdrawing consent may affect the ability to access certain services or features that rely on consent for processing (e.g., marketing communications).

- Complaints: If players believe their data protection rights have been violated, they have the right to lodge a complaint with the relevant supervisory authority in the European Union or Curaçao, depending on their jurisdiction.

5. Visual and User Interface Elements

5.1 Overview of the User Interface (UI) Design

The User Interface (UI) of the Company's platform is structured to deliver an intuitive, user-centric, and operationally efficient interaction model that aligns with industry standards for online gaming environments. The design architecture ensures clear visual hierarchy, streamlined navigation, and

responsive functionality, facilitating seamless user engagement while maintaining compliance with regulatory obligations.

The UI is organized into four primary structural components:

- Persistent Left-Side Vertical Navigation Menu: This element serves as the primary access point for all platform sections, including Casino, Live Dealers, Crash Games, Sports, Tournaments, and User Profile areas. It remains consistently accessible across all pages and adapts in functionality based on the user's authorization status. The navigation menu is designed for rapid access to core services, enabling efficient workflow for users while restricting actions (e.g., gameplay initiation, bet placement) where necessary.

- Top Header Panel: Positioned at the upper section of the interface, the header contains critical user-related elements. For guest users, it presents Registration and Login buttons, while for authorized users, it displays real-time data including User ID, account balance components (Main Balance, Casino Bonus, Sports Bonus, Free Bets, and Pincoins), and a direct access point to the cashier interface. The header remains persistent and updates dynamically based on user actions and account status.

- Dynamic Main Content Area: The central workspace of the UI dynamically adjusts to present context-specific content, such as promotional banners, category carousels, tournament listings, and detailed page views (e.g., games, promotions, user profile). This area adapts to user authorization status, geolocation-based content filtering, and platform activity, ensuring compliant display of region-specific offers, games, and tournaments.

- Footer Section: The footer contains static resources and compliance-related links, including Terms & Conditions, AML/KYC policies, Responsible Gaming, Privacy Policy, support contacts, and social media links. It also includes a language selection tool that updates the entire platform interface in real time.

The platform incorporates geolocation-based access controls to ensure compliance with applicable local laws. In jurisdictions where access to gaming services is restricted, the UI replaces the standard homepage with a dedicated restriction notice. In such cases, interactive elements (e.g., games, registration, login) are disabled, and only essential static elements (footer links, legal documents, support contacts) remain accessible.

The visual design employs a dark-themed with high-contrast accent colors to ensure clarity of interactive elements, adherence to accessibility standards (including WCAG 2.1 considerations for contrast ratios), and an optimized experience across desktop and mobile devices. The layout is fully responsive, ensuring functional consistency across varied screen sizes, operating systems, and browsers.

The UI design also supports contextual interactions such as:

- Modal windows and pop-ups for user authentication, error handling, and bonus claim prompts;

- Dynamic banners and carousels in the promotional space, varying by user status and region;

- Interactive components with real-time data updates (e.g., balances, bet status, countdown timers);

- Restricted access logic that modifies the availability of actions based on user authorization, KYC status, and regulatory constraints.

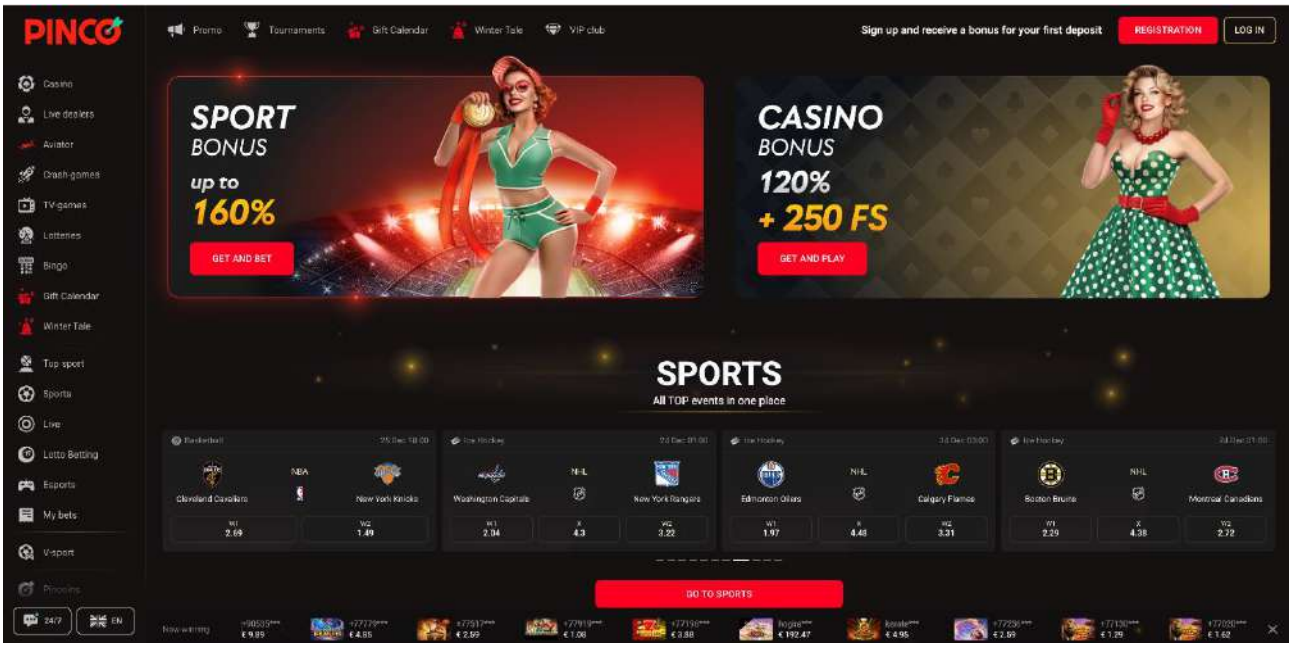
5.2 Description of Interactive Elements

The interactive elements of the Company's platform's User Interface (UI) are designed to facilitate user engagement, enable core platform functionality, and ensure compliance with regulatory and operational standards. These elements support seamless navigation, transaction processing, and user interaction across the full scope of platform services, while enforcing restrictions based on user status, geolocation, and applicable licensing requirements.

The primary interactive components of the UI include:

1. Navigation Menu (Left-Side Vertical Panel)

- A persistent menu providing access to all major platform sections, including Casino, Live Dealers, Crash Games, Sports, Esports, Tournaments, and User Profile.



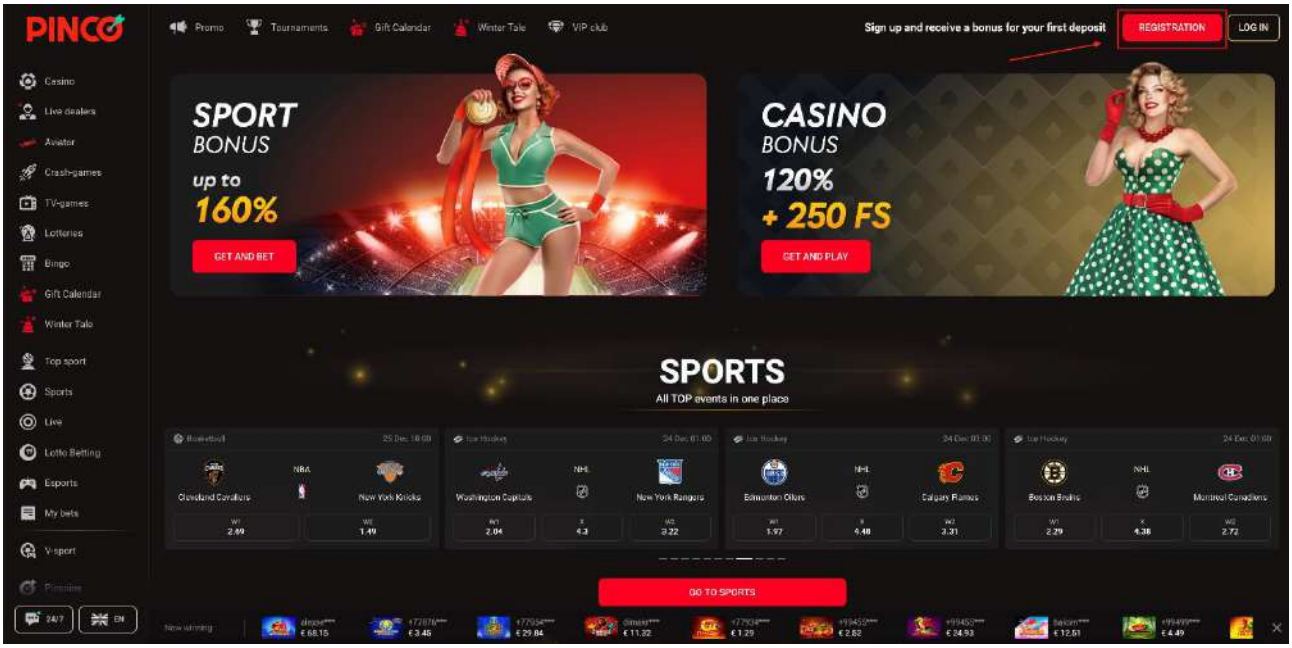
- Fully interactive, allowing users to navigate between sections by clicking on menu items.

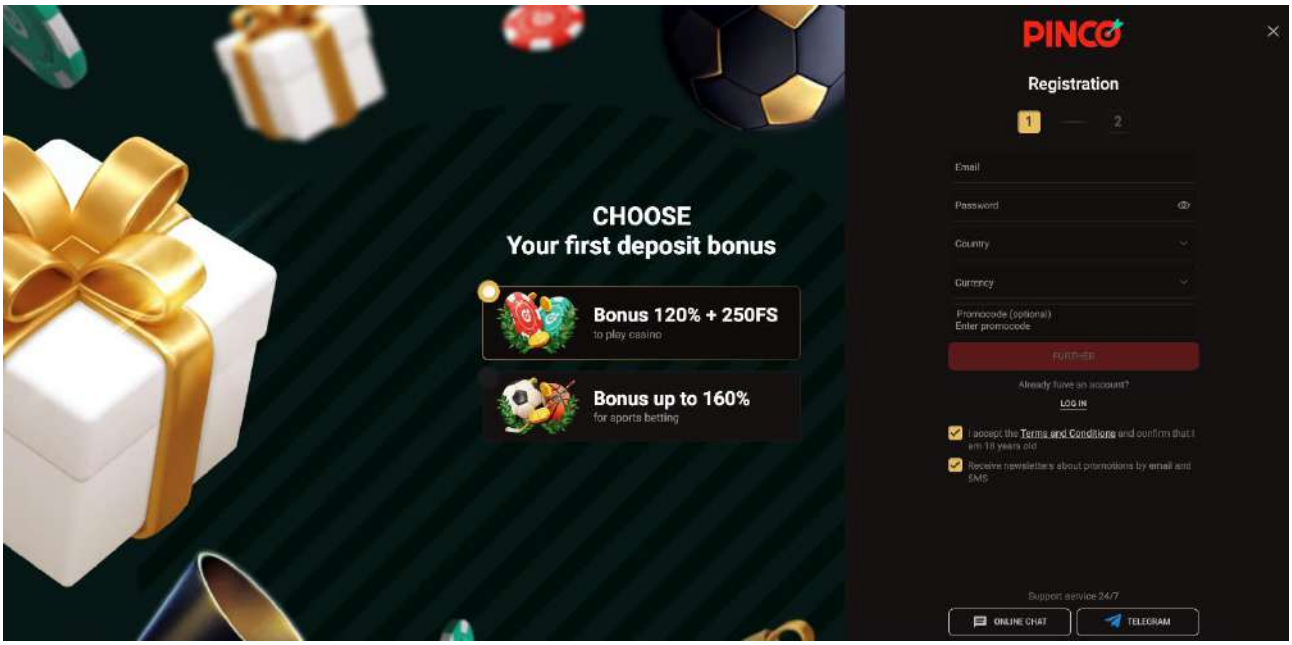
- Access restrictions enforced dynamically: guest users may view certain sections (e.g., Casino preview) but are prompted to log in when attempting to access restricted features

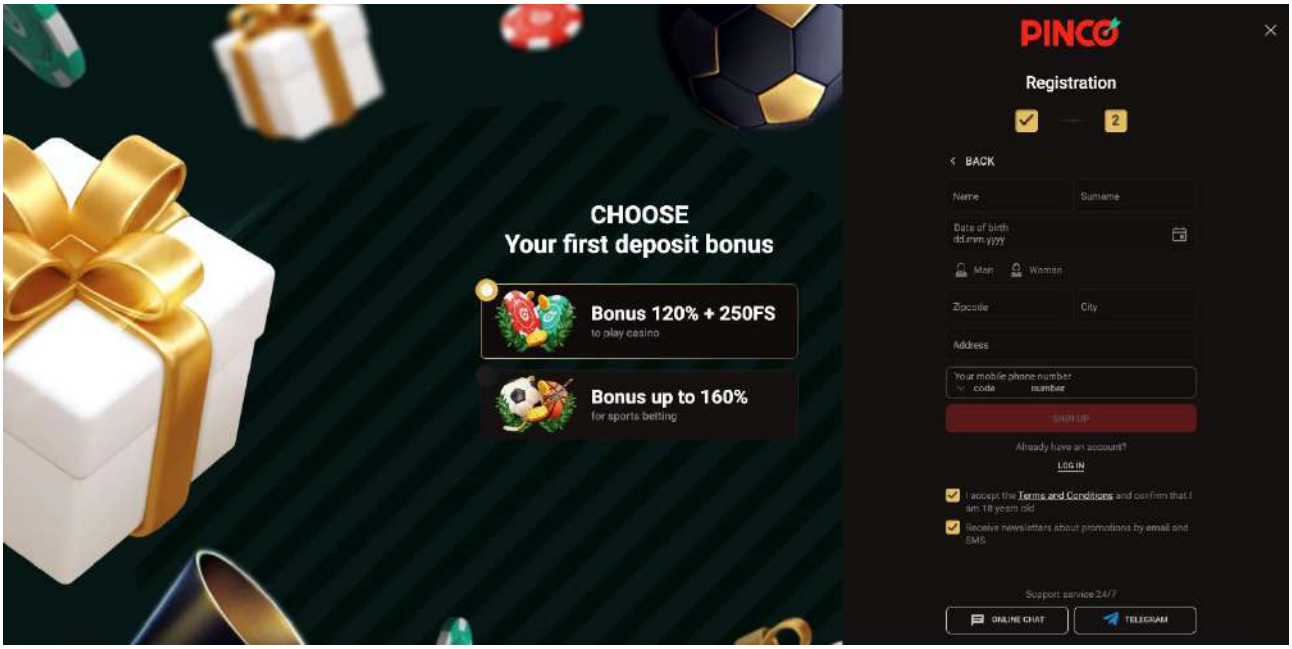
(e.g., “My Bets,” “Horse Racing”).

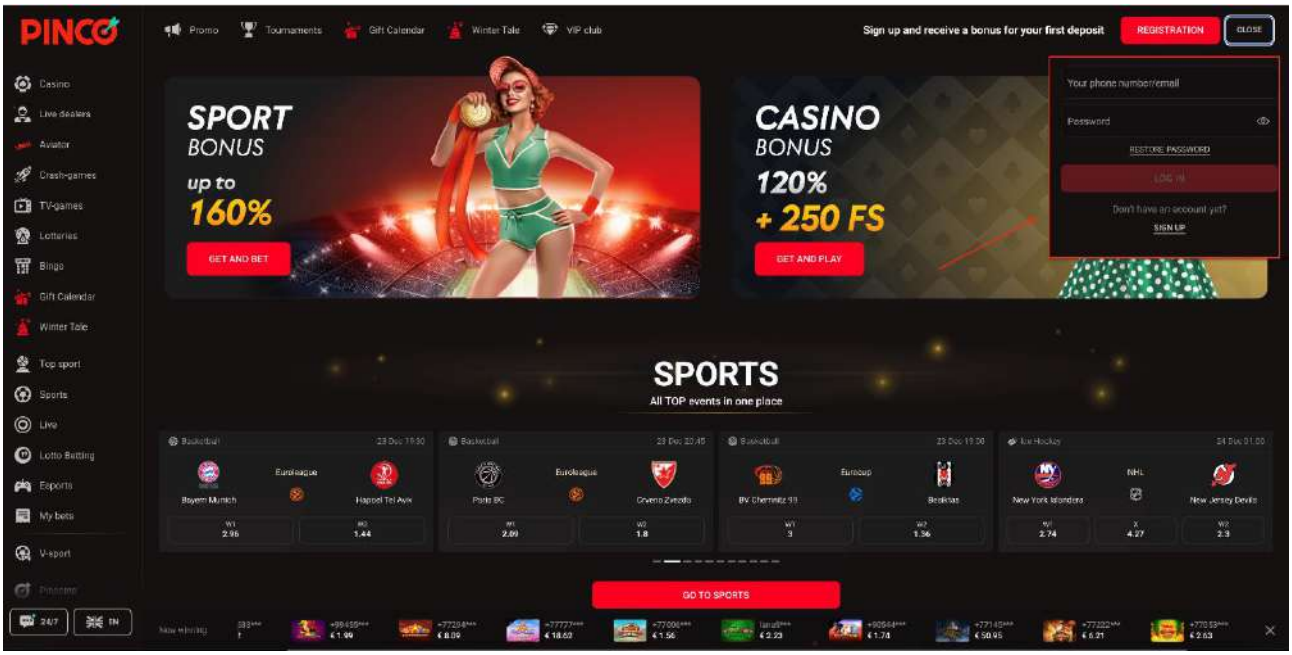
2. Header Functionalities

Login and Registration Buttons: Visible to guest users only; initiate authentication flows via dedicated forms or modals.

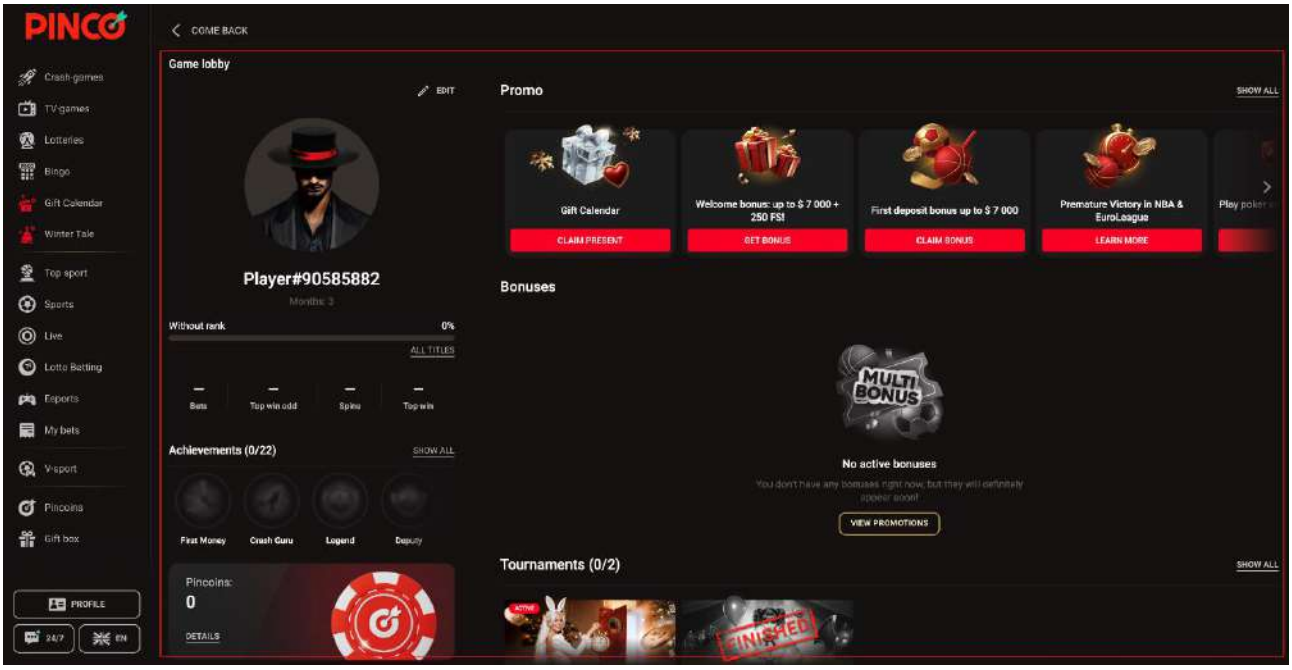




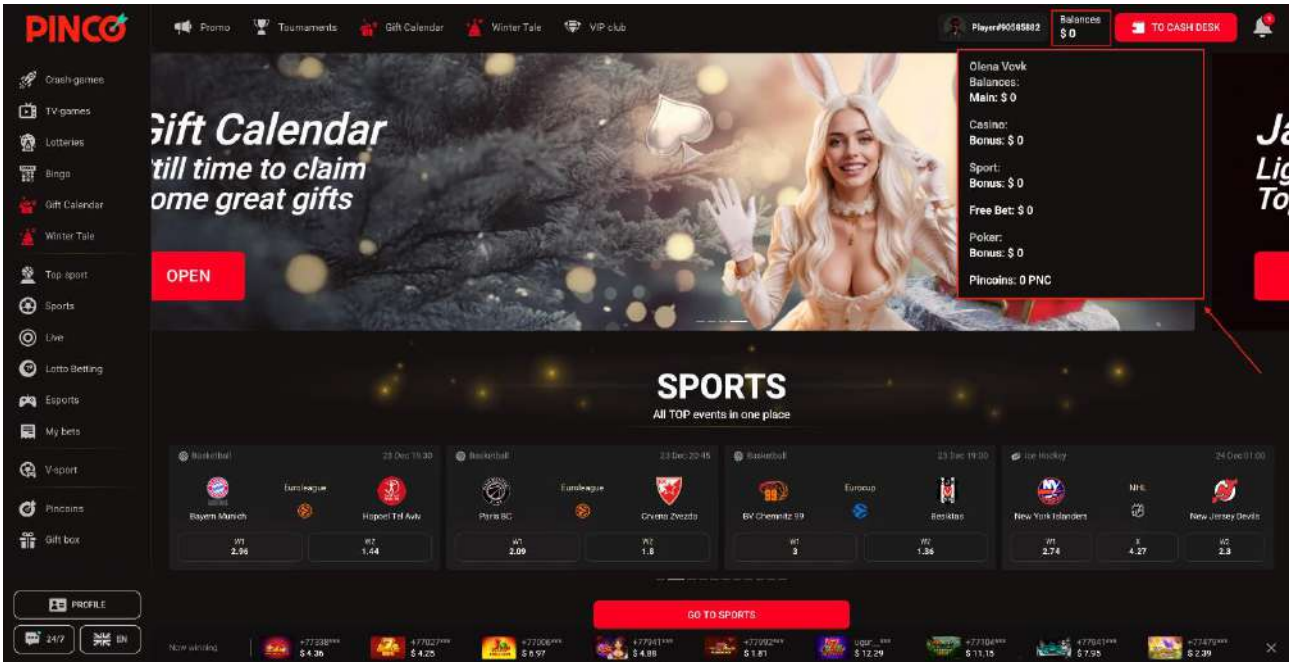




User Avatar and Nickname: Clickable element granting access to the Player Profile, allowing management of account settings, personal information, and verification status.



Balance Display: An interactive element showing a real-time breakdown of user balances (Main Balance, Casino Bonus, Sports Bonus, Free Bets). Clicking the balance opens a detailed pop-up.


PINCO
Promo
Tournaments
Gift Calendar
Winter Tale
VIP club
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TO CASH DESK
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TV-games
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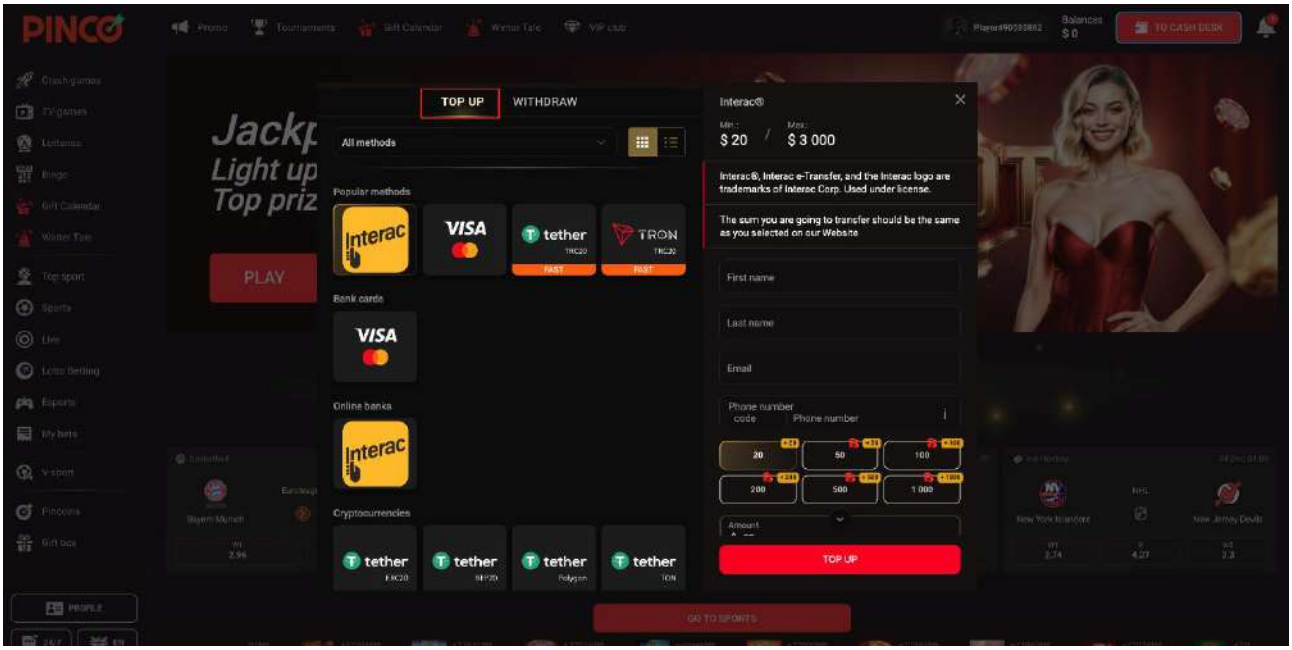
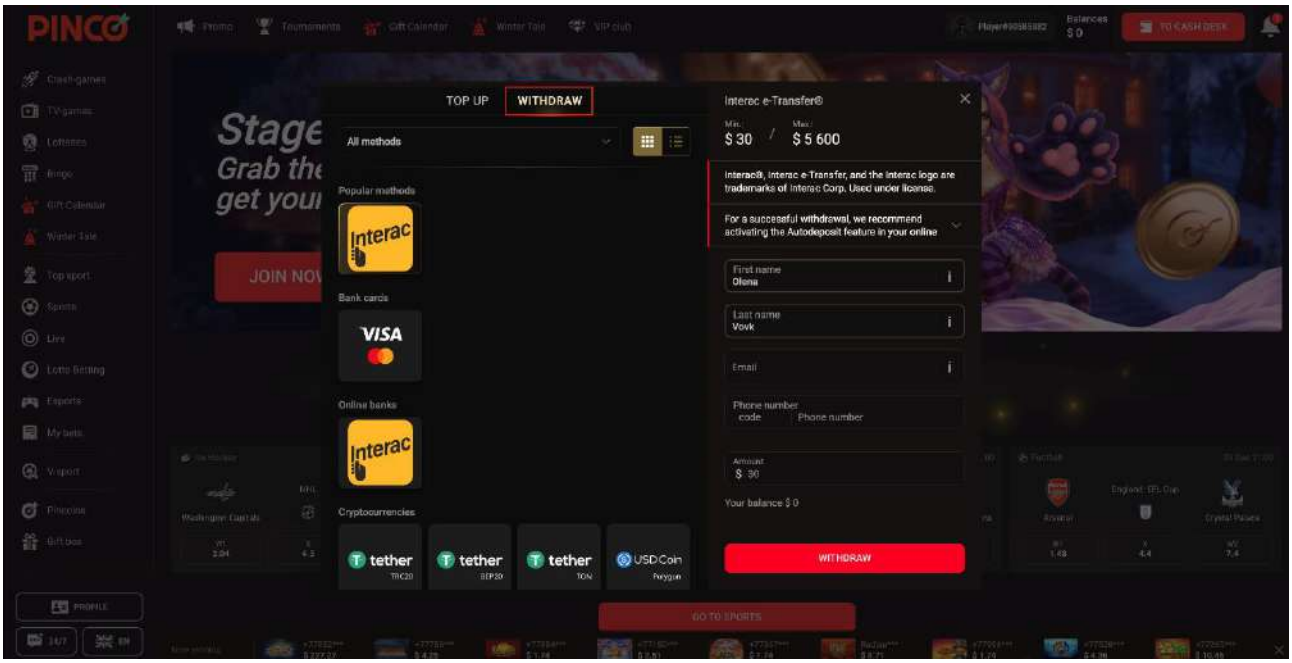
SPORTS
All TOP events in one place
Bayern Munich
Hapoel Tel Aviv
Crvena Zvezda
New York Islanders
New Jersey Devils
GO TO SPORTS
PROFILE
24/7
EN

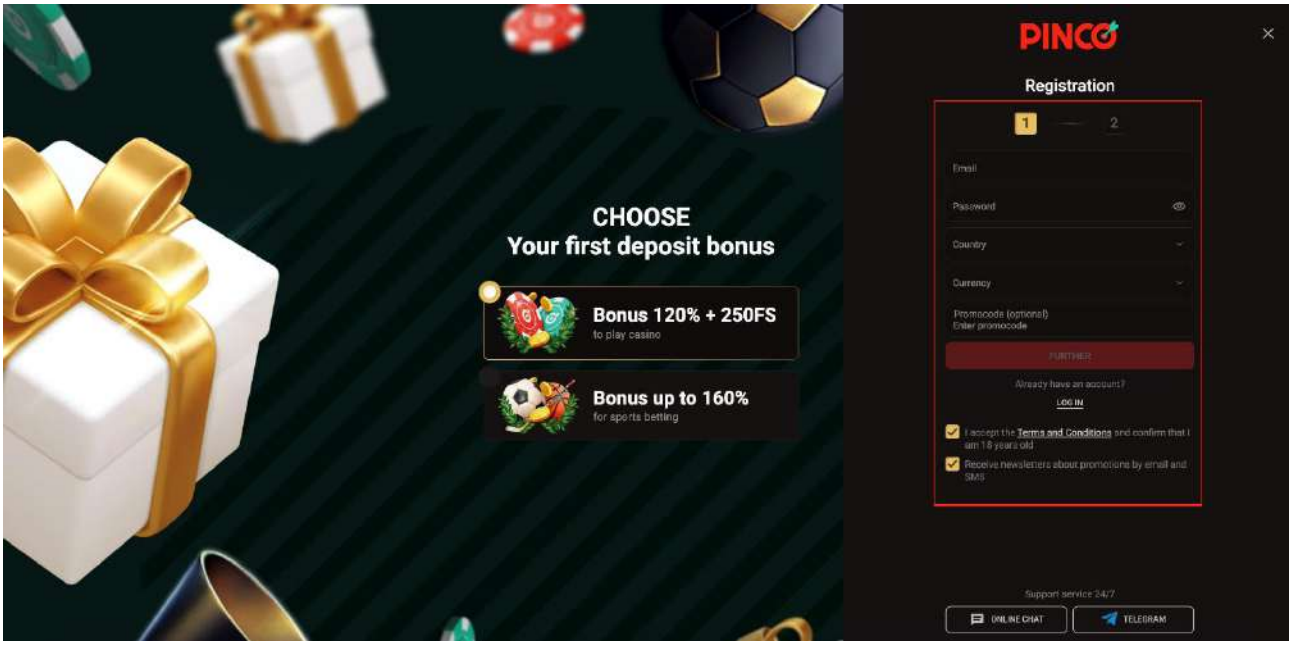
Cashier Access Button ("To Cash Desk"): Provides direct access to deposit and withdrawal functionalities. Visibility and action options depend on user authorization and KYC status.

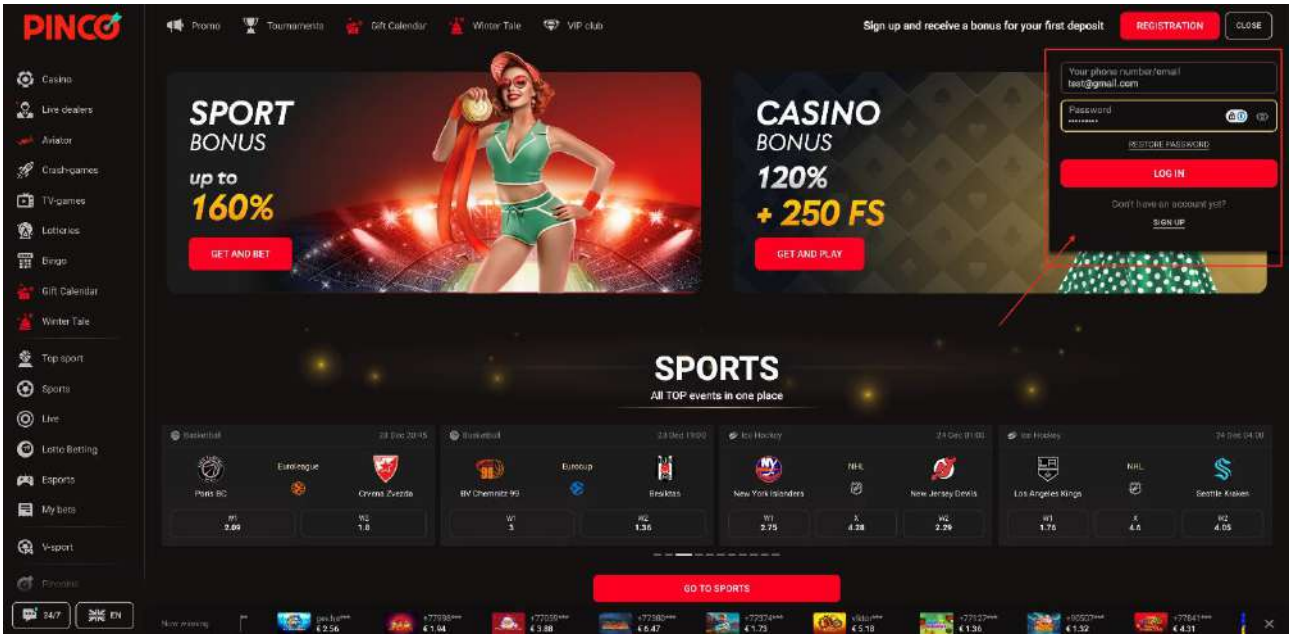




3. Content-Specific Interactive Elements

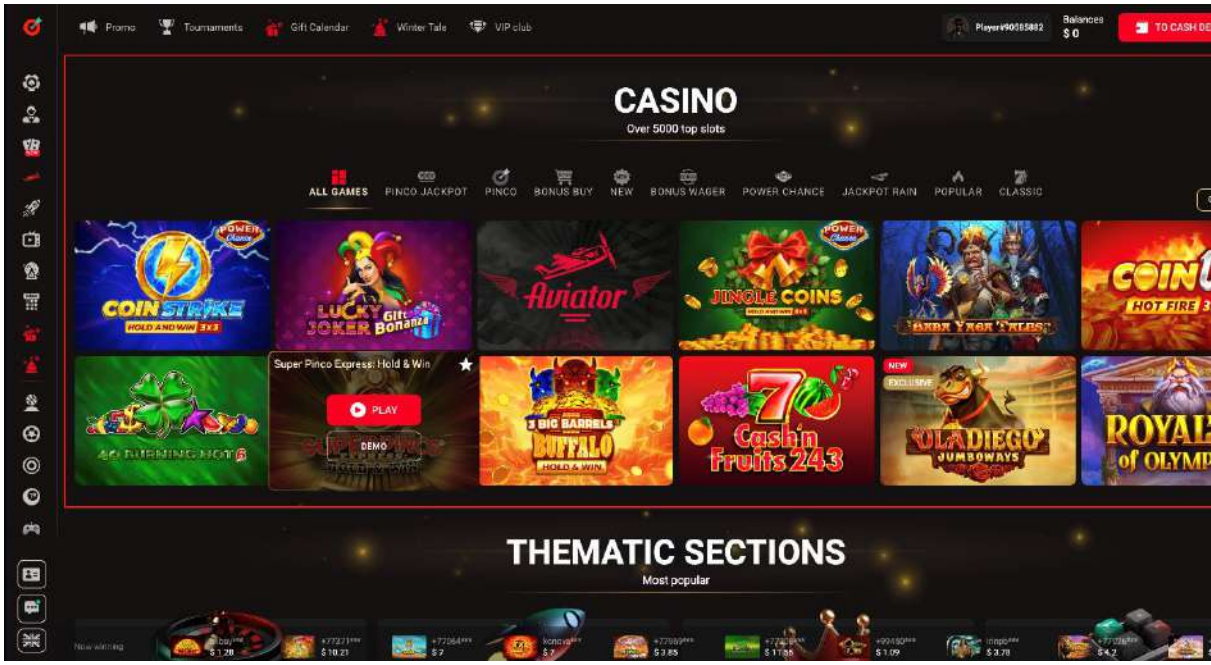
- Sliders and Banners: Dynamic carousels and static banners showcasing current promotions, tournaments, and offers. Clicking a banner redirects users to relevant sections (e.g., Promo page, Registration page). Banner content adapts based on user status (guest/authorized), location, and regulatory constraints.

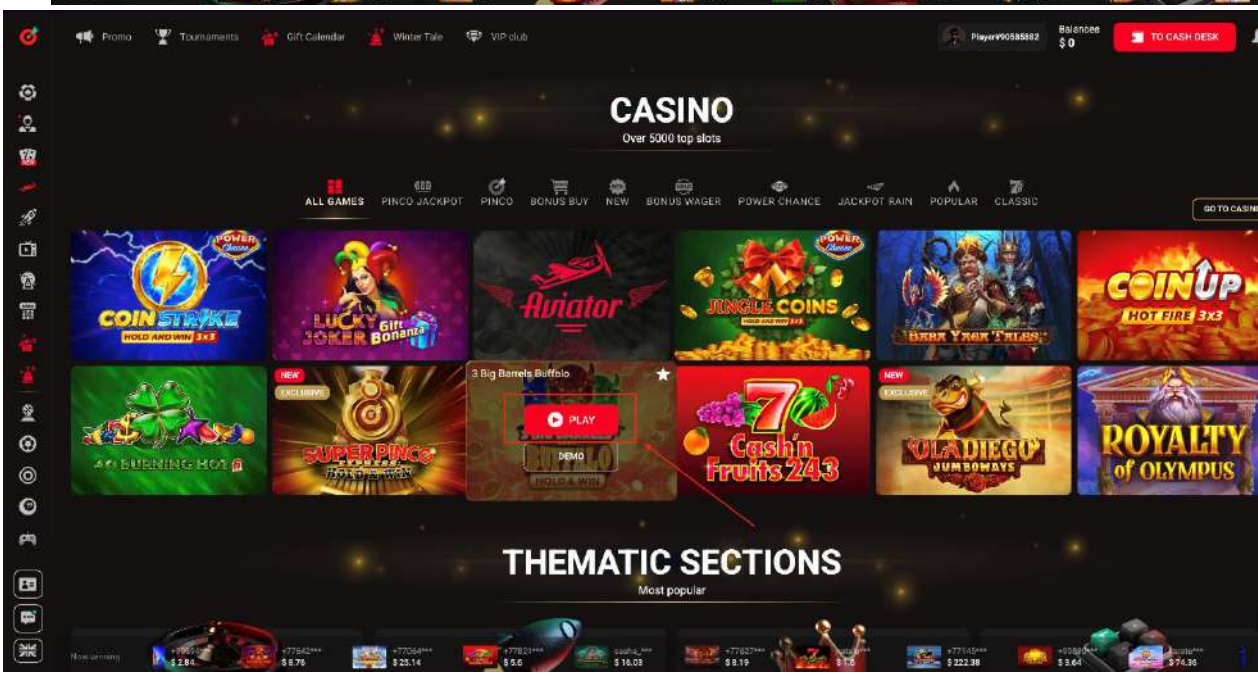




-
- Game Tiles: Each game tile is an interactive element displaying game previews and access options:
    - “Play” button: Launches the game in real-money mode (restricted to authorized users with sufficient balance).
    - “Demo” button: Starts the game in demo mode (available to all users, where applicable).

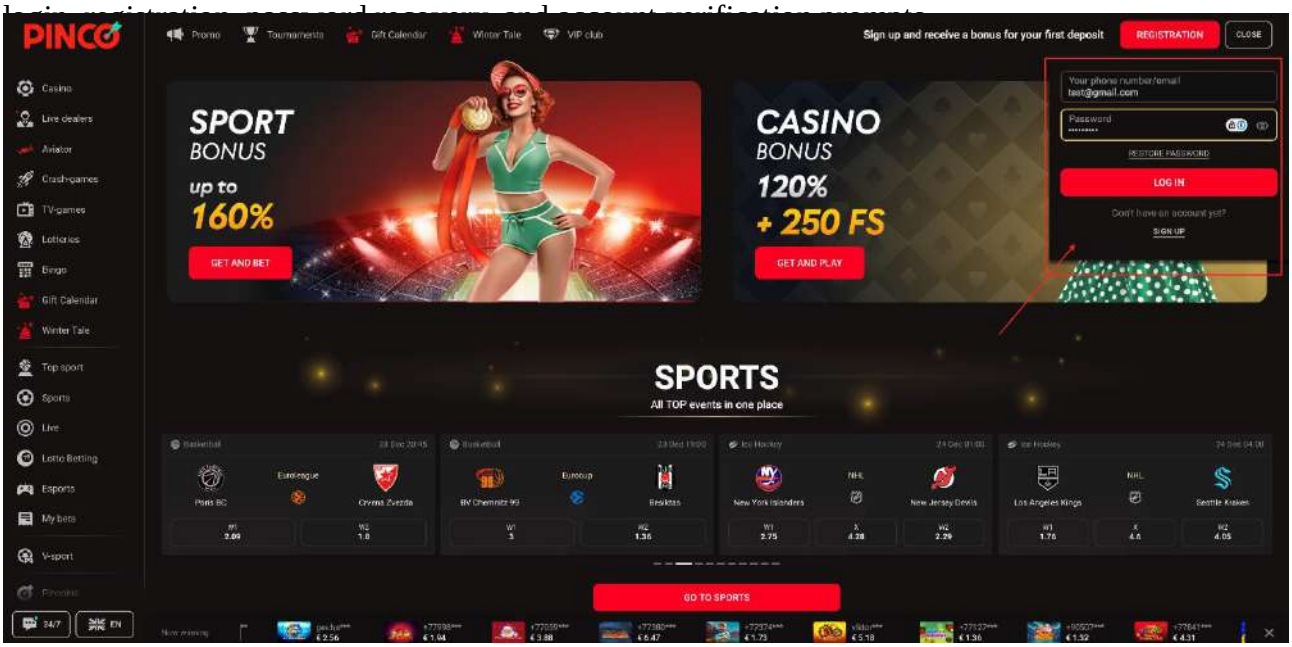
- “Favorite” icon (★): Available to authorized users, adds the game to a personal favorites list.

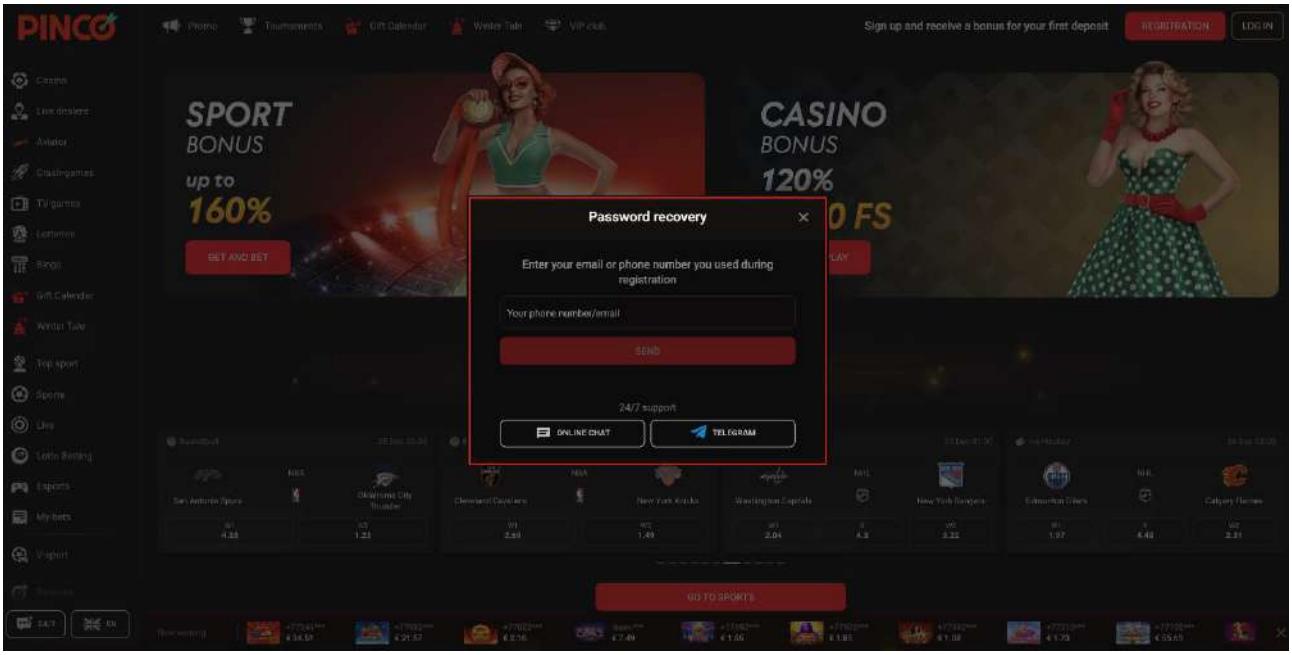




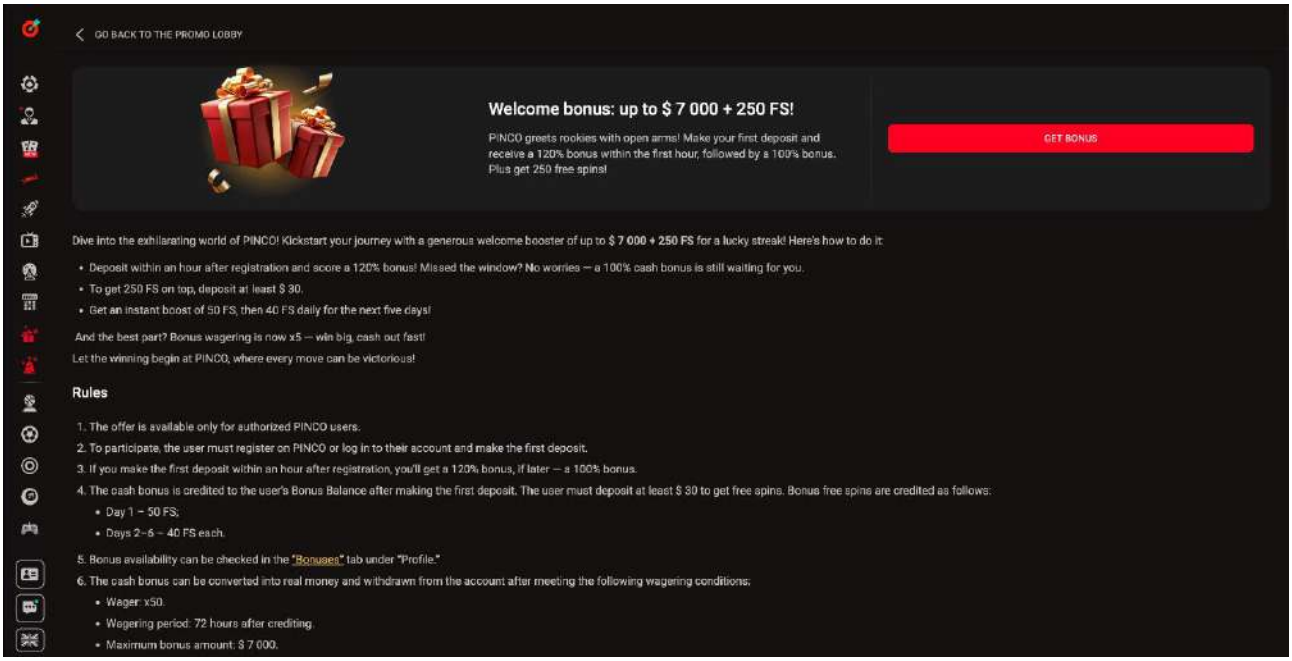
4. Interactive Modals and Pop-ups

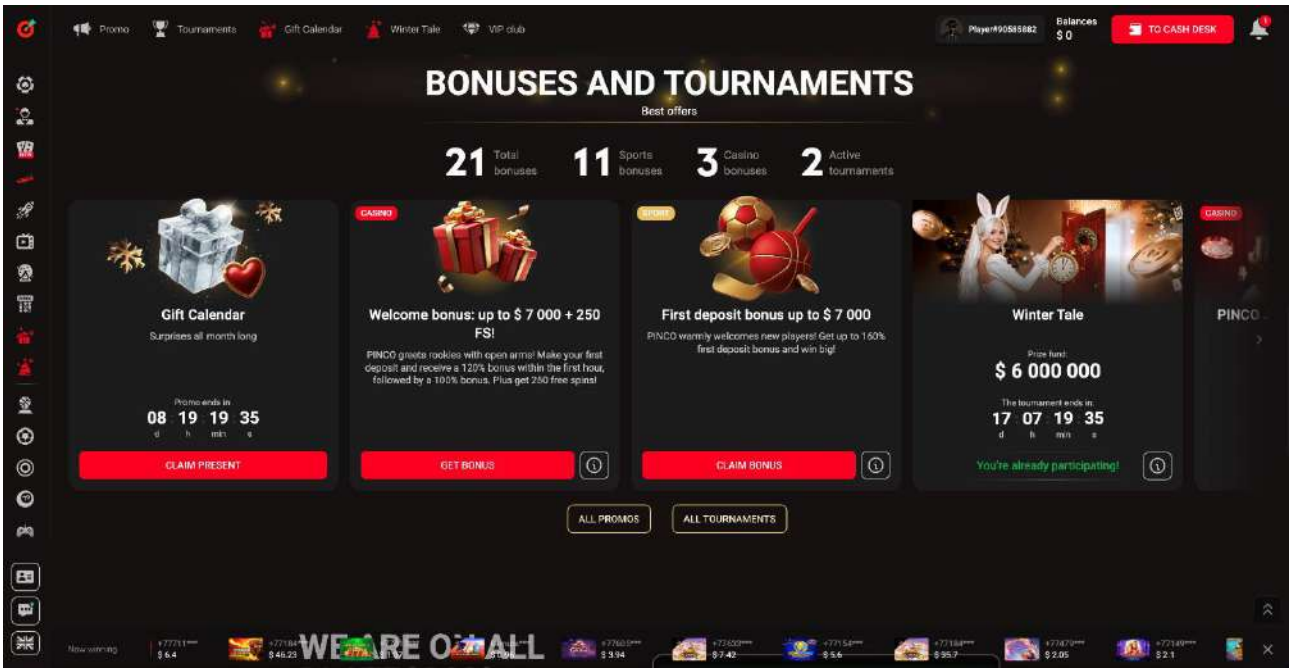
- Authentication Modals: Triggered when users attempt to access restricted features. Includes



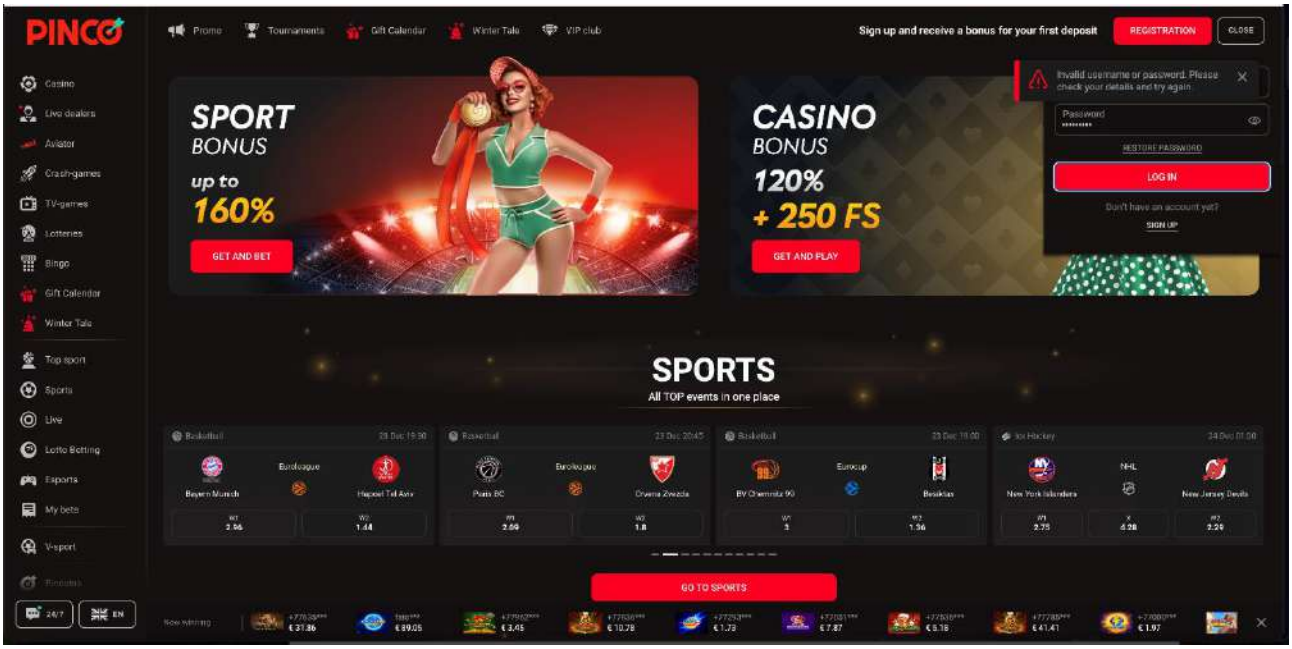


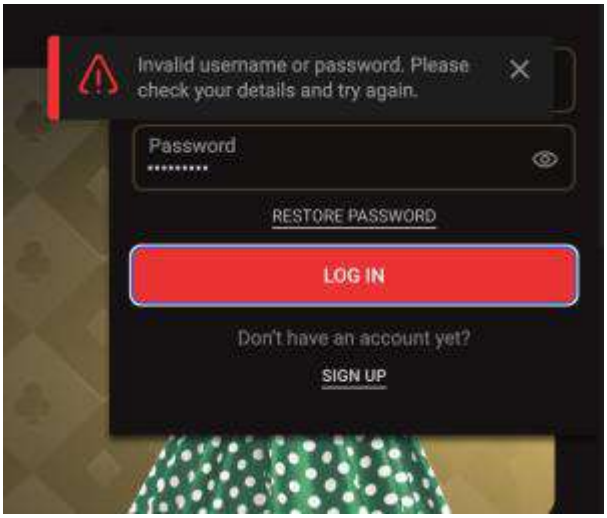
- Bonus and Promotion Pop-ups: Allow users to claim bonuses, accept terms, or proceed to the deposit interface.

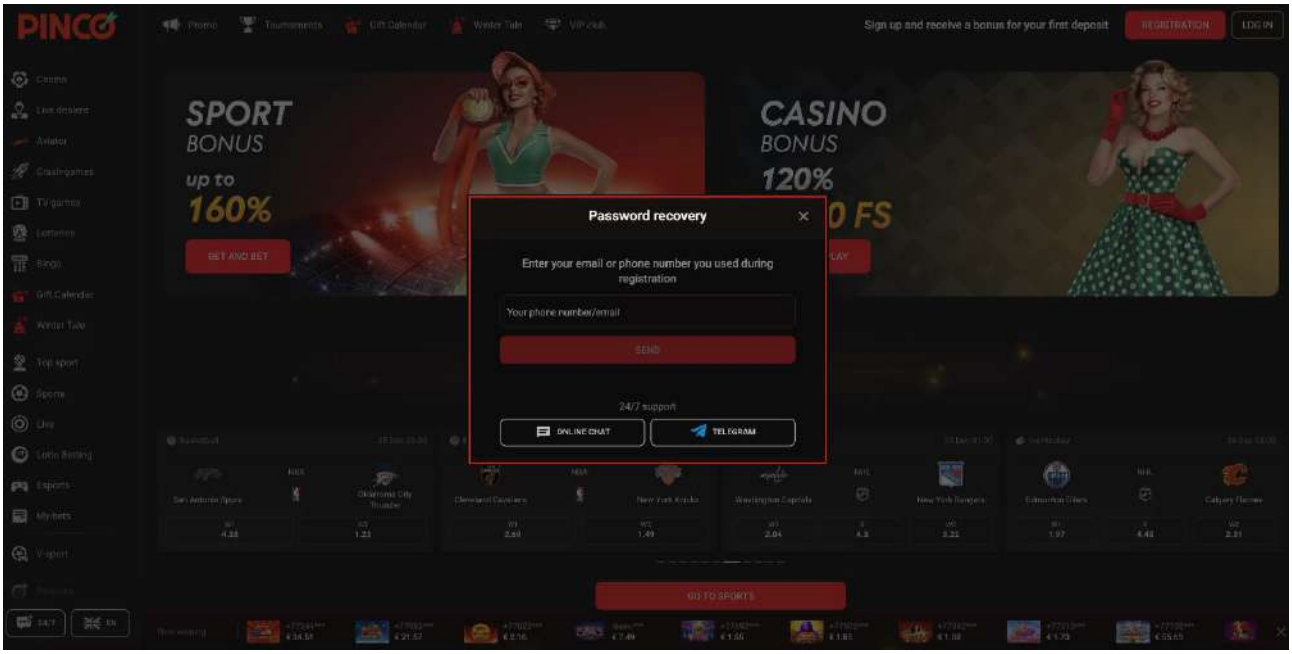




- Error and Status Notifications: Display system feedback in response to user actions (e.g., failed login, insufficient balance, geolocation restrictions).





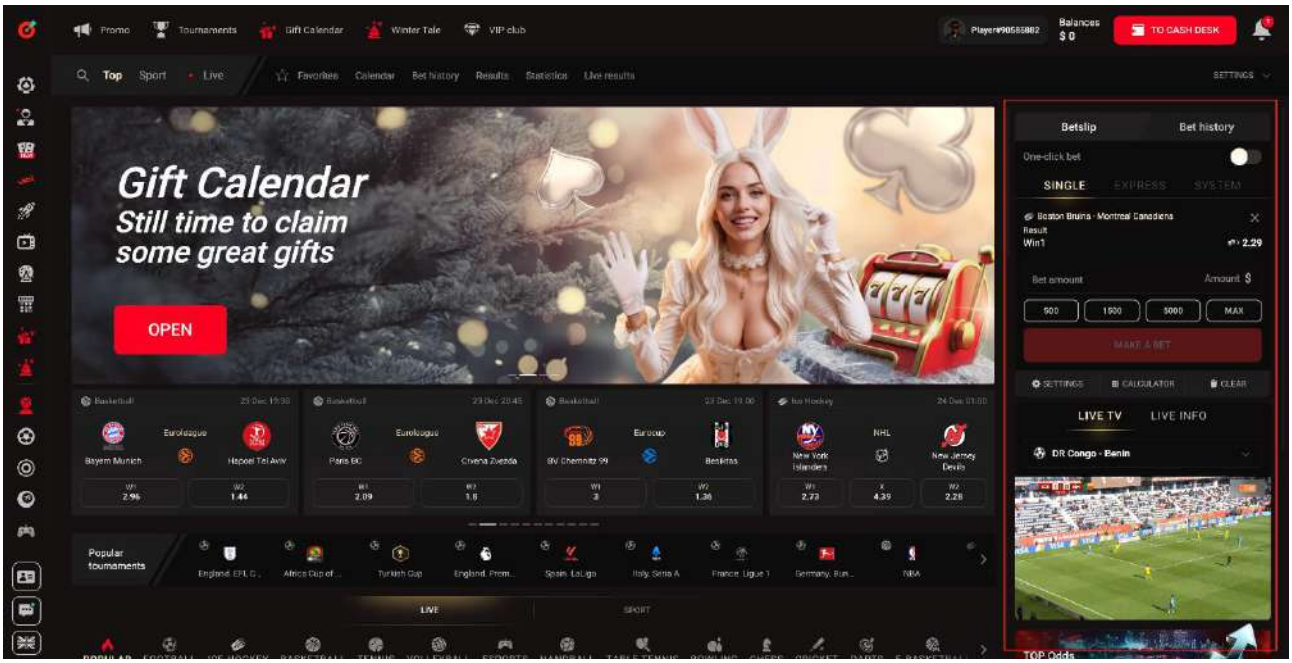


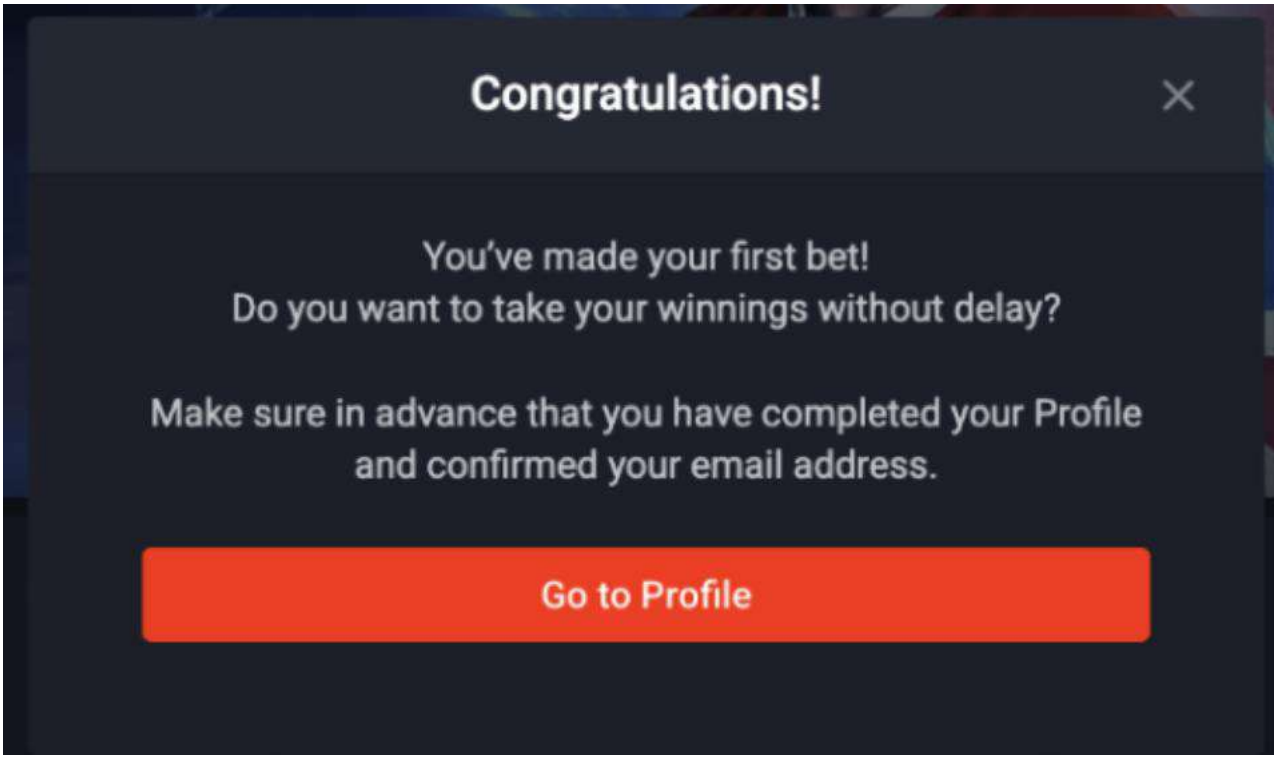
Business Registration Number: 162777

Registered Address: Zuikertuintjeweg Z/N (Zuikertuin Tower), Curaçao

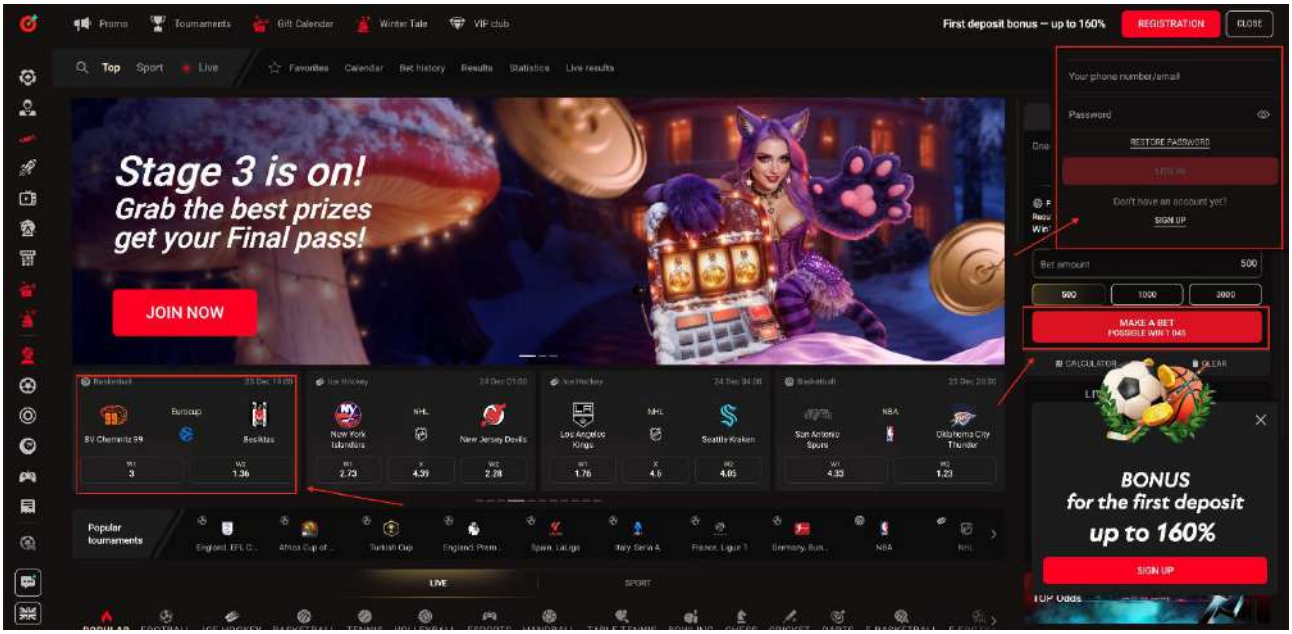
5. Betting and Transaction Interfaces

- Bet Slip Panel: Interactive component for constructing and submitting bets. Users can select odds, enter stake amounts, apply free bets, and submit wagers.

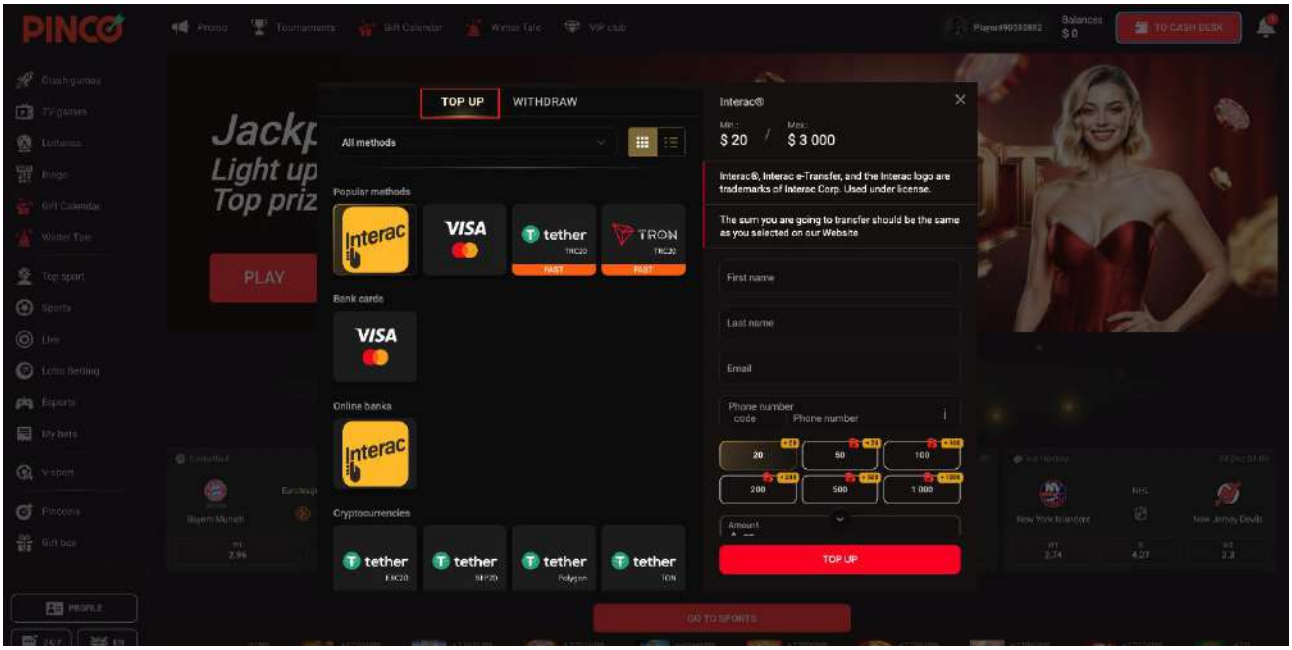


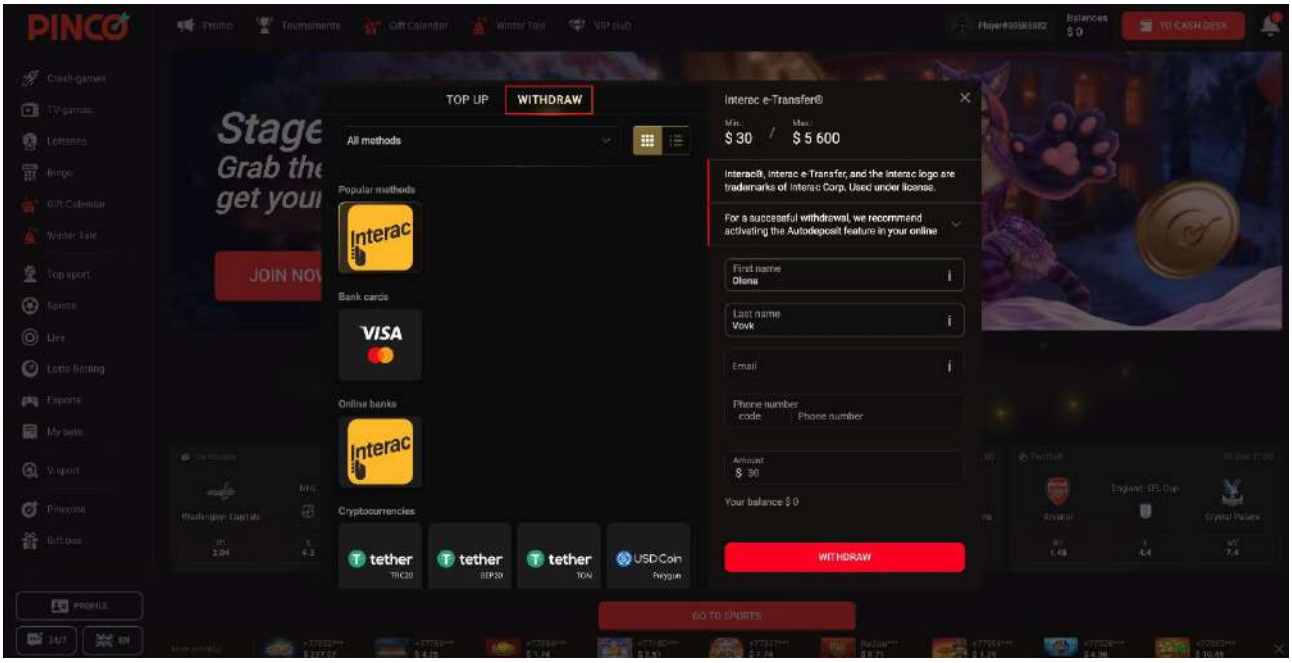


For guests:



- Deposit and Withdrawal Forms: Dynamic interfaces presenting available payment methods, limits, and promotional codes.

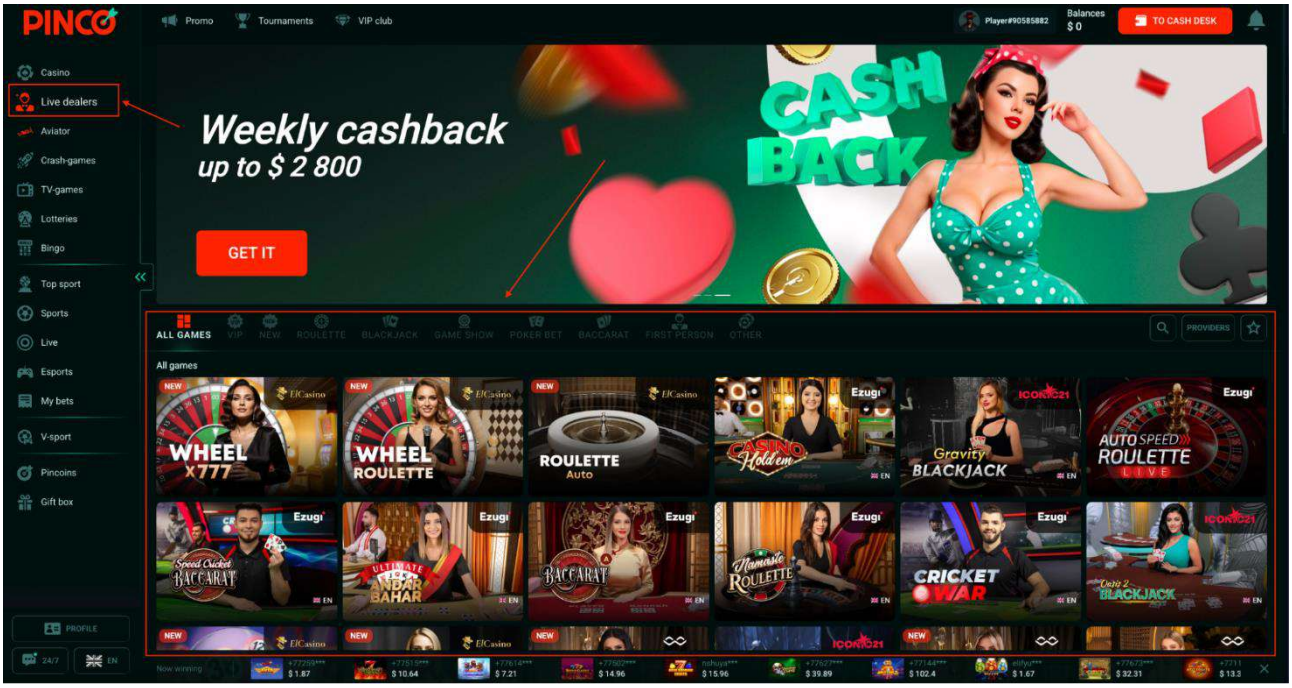




- Bonus Claim Buttons: Contextual action buttons (e.g., “Claim Gift,” “Get Bonus”) that trigger the appropriate workflow for claiming rewards or activating offers.

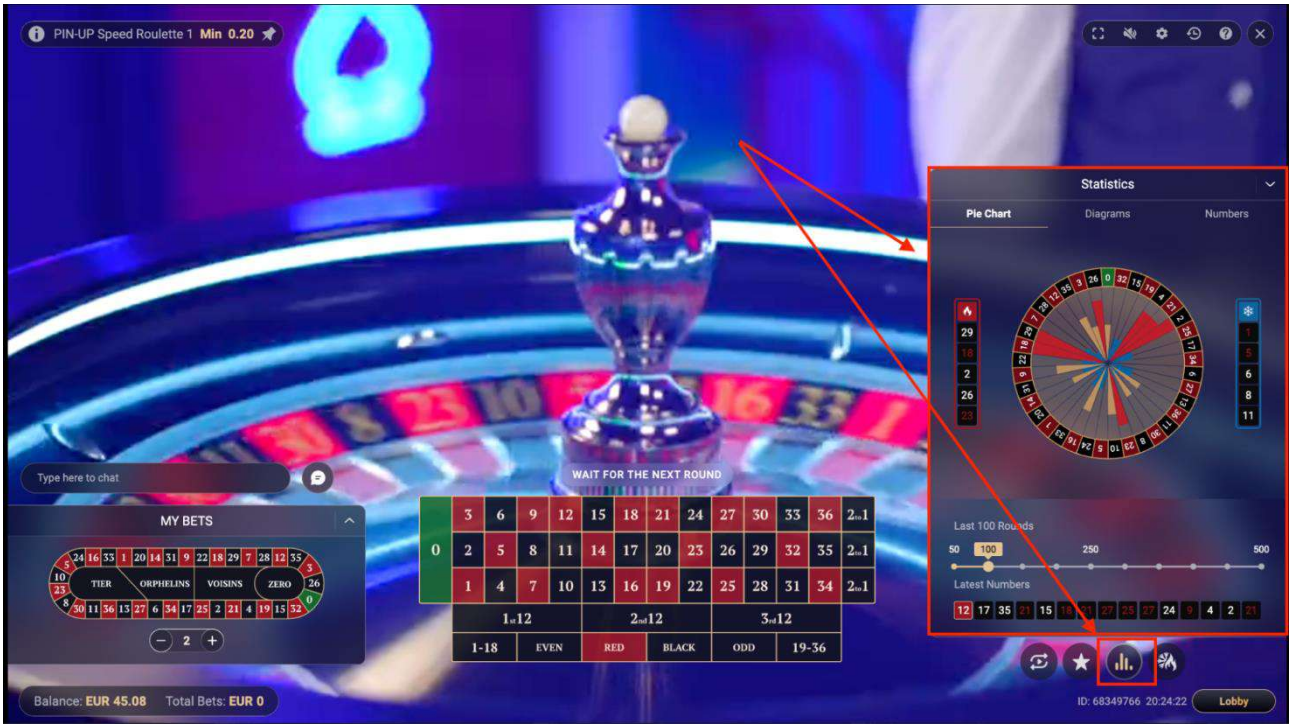
6. Live Interaction Features

- Live Chat: Available in specific sections (e.g., Live Dealer games), enabling users to communicate with dealers and other players in real time. Access restricted to authorized users.



- Session Timers: Display time-sensitive elements, such as countdowns for placing bets, tournament participation deadlines, or promotion expiry timers.

- Statistics Panels: Present real-time data on games, betting trends, and player activity, enhancing transparency and engagement.


PIN-UP Speed Roulette 1 Min 0.20
Statistics
Pie Chart
Diagrams
Numbers
Type here to chat
WAIT FOR THE NEXT ROUND
MY BETS
TIER
ORPHELINS
VOISINS
ZERO
Last 100 Rounds
Latest Numbers
1-18
EVEN
RED
BLACK
ODD
19-36
Balance: EUR 45.08
Total Bets: EUR 0
Lobby

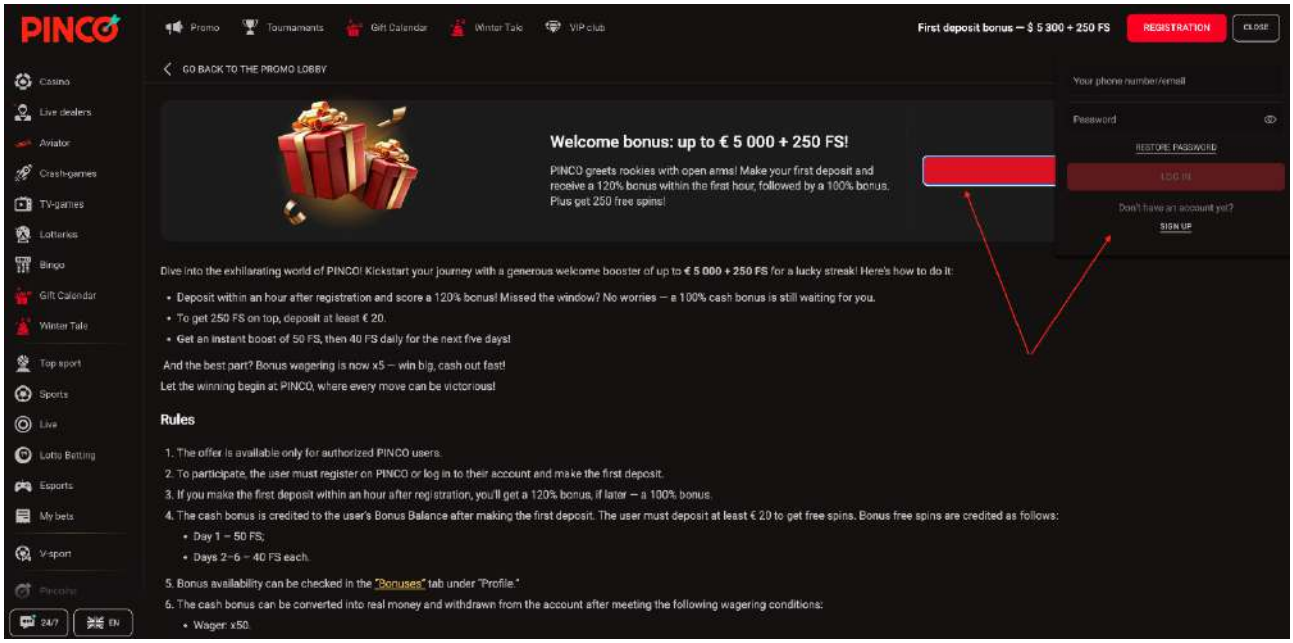
PIN-UP Speed Roulette 1 Min 0.20
Type here to chat
MY BETS
Autoplay
Favourites
START
WAIT FOR THE NEXT ROUND
Statistics
Last 100 Rounds
Latest Numbers
1-18
EVEN
RED
BLACK
ODD
19-36
Balance: EUR 51.88
Last Win: EUR 7.20
Lobby

7. Restricted Access Logic

All interactive elements incorporate access control logic based on:

- Geographic location (IP-based filtering)
- Regulatory requirements (e.g., restricted jurisdictions, KYC status)
- Balance availability (for gameplay and betting features)

Unauthorized users attempting restricted actions (e.g., placing a bet, launching a game) are systematically redirected to the login or registration interface. Access limitations are consistently applied across all platform interfaces to ensure regulatory compliance.



5.3 Visual Design and Style

The visual identity integrates a dark-themed color palette with high-contrast accents to ensure clarity, visual hierarchy, and user engagement across various device types and screen resolutions.

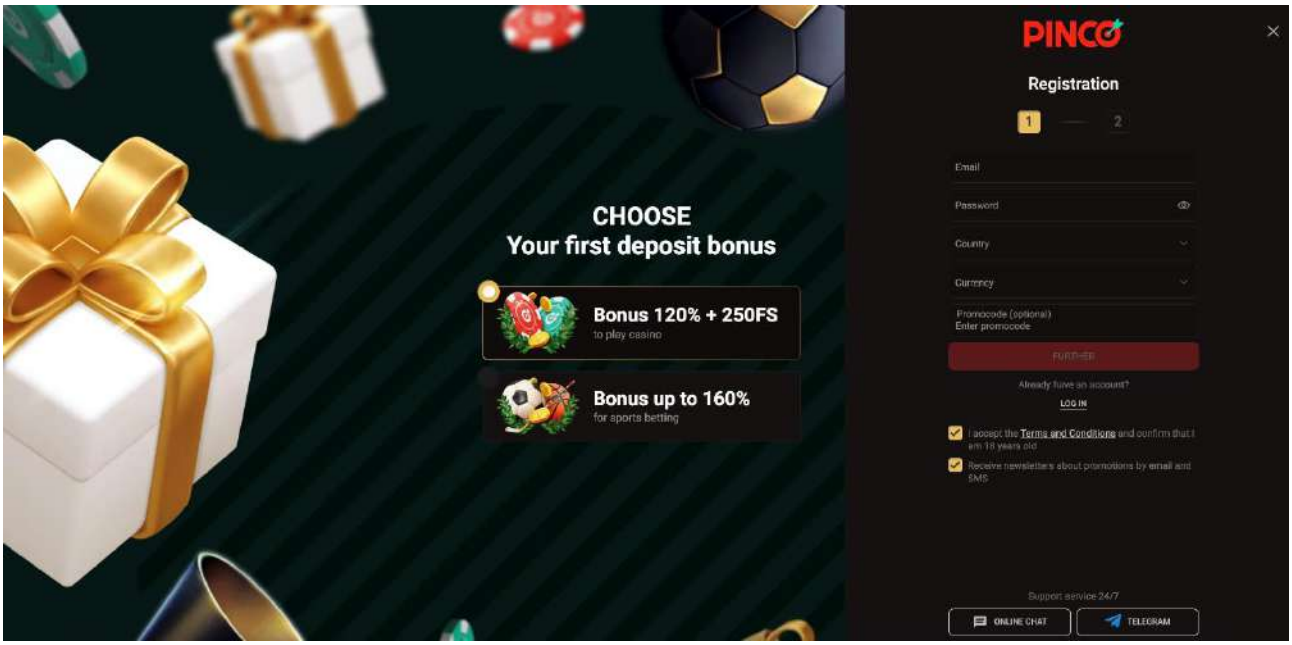
1. Core Visual Elements

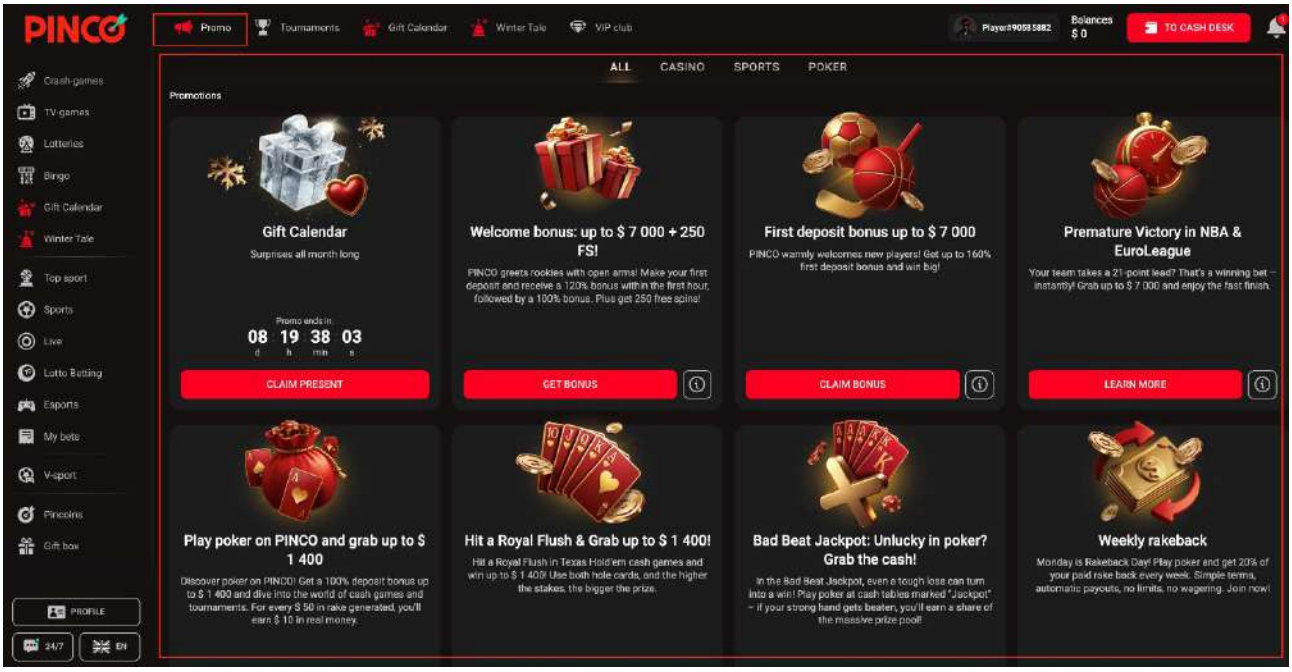
- Color Scheme: The platform uses a dark background (typically shades of black or dark grey) to reduce eye strain and support long-duration sessions. Interactive elements, such as buttons, icons, and badges, utilize high-contrast accent colors (e.g., bright green, red, blue) to ensure immediate visibility and guide user interactions.

- Typography: The typeface selection prioritizes legibility across devices, with font sizes, weights, and line spacing standardized for clarity. Key headings and interactive elements are visually distinguished from body text to maintain a clear information hierarchy.

- Iconography: Consistent, vector-based icons are used throughout the interface to represent categories, features, and actions (e.g., game types, favorites, account status). Icons are minimalistic yet descriptive, aligning with industry standards for gaming interfaces.

- Imagery and Previews: Game tiles, banners, and promotional images incorporate high-resolution graphics optimized for web display. Visuals are dynamic, incorporating brand-appropriate color overlays, gradients, and subtle animations to enhance engagement without compromising performance.





2. Component Design Standards

- Buttons and Call-to-Action Elements: Prominently styled with high-contrast backgrounds and clear text labels. Hover states, active states, and disabled states are visually differentiated to ensure intuitive interaction.

- Modals and Pop-Ups: Styled with consistent color schemes, shadows, and corner radii to maintain visual coherence. Modal overlays include semi-transparent backgrounds to retain context while focusing user attention on the active dialog.

- Cards and Tiles: Content blocks such as game previews, tournament entries, and promotional offers are designed as modular tiles with uniform padding, spacing, and border treatments, ensuring a clean, organized presentation across the platform.

- Sliders and Carousels: Implement smooth transitions, autoplay functionality, and manual navigation controls. Visual indicators (e.g., dots, arrows) are clearly marked to guide user interaction.

3. Responsive and Adaptive Layouts

The platform's design is fully responsive, supporting a consistent visual experience across desktop, tablet, and mobile devices. Breakpoints are defined for common screen widths, and layout adjustments (e.g., stacking, resizing, repositioning of elements) are automatically applied based on device detection.

4. Accessibility and Compliance Considerations

- The design adheres to industry best practices for accessibility, including:
    - Sufficient color contrast ratios (meeting WCAG 2.1 AA standards where applicable)
    - Clear focus states for keyboard navigation
    - Readable font sizes and scalable text
    - Consistent semantic structure to support screen readers and assistive technologies
- Visual content and layouts are optimized to ensure that no critical information is obscured or inaccessible due to localization adjustments, language changes, or regulatory overlays (e.g., restricted access messages).

5. Branding Consistency

All visual components conform to the established the Company brand guidelines, ensuring a unified visual identity across:

- Thematic sections (Casino, Sports, Live Dealers, etc.)
- Promotional materials and banners
- Legal and informational resources
- Support content and compliance notifications

6. Technical Infrastructure and Security

6.1 System Architecture Overview

The system architecture of the Company platform is designed around a modular, domain-oriented structure that ensures high availability, scalability, and regulatory compliance within the framework of the Curaçao online gaming license. The architecture is composed of three core System Building Blocks (SBBs), each fulfilling distinct operational and compliance roles:

1. Multi-License Platform (Global Layer)

This component is hosted in the AWS Cloud (EU region) and serves as the non-regulated, global-facing environment. It operates platform-wide services that do not directly process personal or sensitive data. Its functions include:

- Aggregation of anonymous metrics for business intelligence.
- Coordination of support tools such as marketing trackers, communication hubs, and performance monitoring systems.
- Secure interoperation with the Product Licensed Platform via VPN-encrypted tunnels and message bus channels (NATS).

Although it interacts with other SBBs, the Multi-License Platform is excluded from direct data transmission involving player PII, financial transactions, or gameplay events. This separation is intentional, ensuring a clean regulatory perimeter for license-specific components.

2. Product Licensed Platform

The Product Licensed Platform is the regulated operational core of the system, responsible for managing all sensitive gaming, player, and financial transactions under the Curaçao B2C license. It is also hosted in the AWS Cloud (EU region) and includes the following logical domains:

- PAM (Player Account Management) – User registration, verification, account status management, and self-restriction mechanisms.
- Billing & Cashbox – Secure management of balances, transactions, bonus funds, and payment integrations.
- Casino & Sports – Real-time processing of iGaming sessions, odds generation, and results aggregation.
- External Integrations – KYC/AML providers, payment gateways, game content providers, and affiliate systems.

Communication within this environment is structured through Kubernetes-managed microservices. Network segmentation is enforced via Kubernetes Network Policies, while all external connections are made via TLS 1.3 with RSA-2048 or stronger encryption. Internal event flow is coordinated via a centralized NATS message bus (Product-L Cluster).

To ensure system integrity and regulatory accountability, all inter-domain data transfers (e.g., gameplay results → billing, or PAM → operational storage) are logged, validated, and subject to audit trail generation.

3. Operational Data Storage (ODS)

This critical building block is deployed within the jurisdiction of Curaçao and functions as the long-term audit and archival storage for all license-relevant data. It is built on a Ceph-based storage

cluster (Tier IV), and it is connected to the licensed platform via VPN (GW7) using IPSEC encryption.

The Operational Data Storage receives and categorizes all system-critical information from the Product Licensed Platform, including:

- Player Profiles – KYC records, registration metadata, verification status.
- Transaction History – Deposits, withdrawals, winnings, refunds.
- Gameplay Logs – Game sessions, bonus activation, in-game activity data.
- Access Logs – Login attempts, self-exclusion actions, operator logins.
- Administrative Events – Blocks, unblocks, VIP flagging, and user restrictions.

All records are encrypted at rest using AES-256, and data is stored in human-readable, audit-friendly formats (e.g., structured JSON). Access to this data is strictly controlled, with whitelisted VPN endpoints, audit trail enforcement, and read-only transformation pipelines.

Communication Between Components

The architectural model ensures that all data flows between components adhere to strict security and compliance protocols:

- Internal communication within Product Licensed Platform uses:
    - gRPC service calls.
    - Secure event publishing via NATS.
    - Kubernetes-native DNS and service discovery.
- External integrations (e.g., iGaming providers, PSPs, affiliates):
    - Conducted exclusively via HTTPS over TLS 1.3.
    - Each connection validated against firewall and routing policies.
    - Certificates rotated regularly and stored securely.
- Data forwarding to Operational Storage:

- Conducted via ETL/ELT pipelines implementing CQRS model.
- Only whitelisted data contracts are permitted.
- Real-time ingestion is logged and processed through Ceph-backed API gateways.

Logical Domain Structure

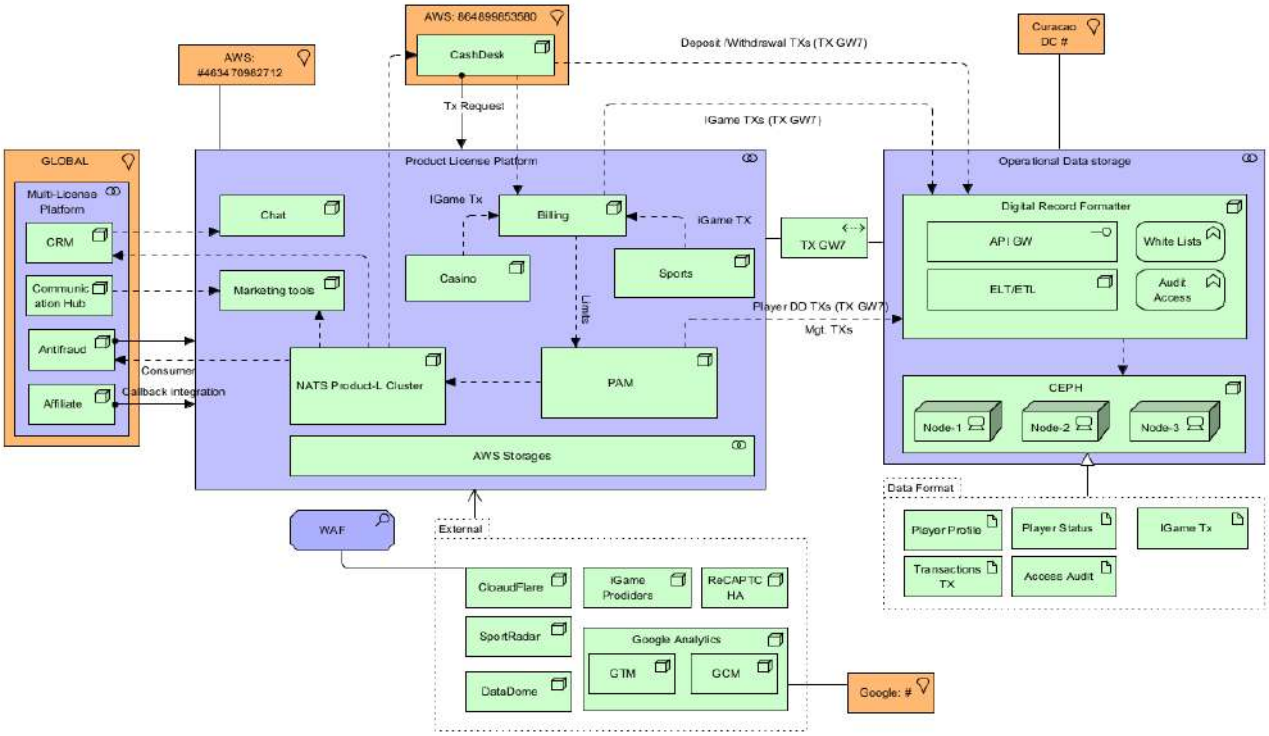
Each SBB is composed of multiple domains, where each domain represents a logically isolated set of services with clear responsibilities and internal routing rules. Examples include:

- Cashbox Domain – Aggregation layer for payment providers and transaction routing.
- Casino Domain – Entry point for RNG-based gaming services.
- Sport Domain – Real-time sportsbook engine.
- Marketing Tools – Management of promotional content and gamification modules.
- Chat/CRM – Real-time player communication system.

Each domain is assigned to a separate namespace, with its own resource quotas, IAM policies, and monitoring hooks. This enables isolated deployment, controlled scaling, and reduced blast radius in the event of a failure or breach.

Architectural Benefits

- Regulatory Segmentation – Data subject to Curaçao jurisdiction is stored and processed exclusively in compliant environments.
- Microservice Scalability – Each component can be updated or scaled independently without disrupting the platform.
- Secure Data Flow – All transmission paths are authenticated, encrypted, and monitored.
- Audit-Ready Design – Full traceability of actions, data changes, and access attempts.
- High Availability – Tier IV infrastructure ensures 99.9995% SLA for critical data.



6.2 Server Locations and Data Storage Compliance

1. Server Location Overview

Environment	Hosting Location	Purpose
Multi-License Platform	AWS Cloud – EU Region	Global monitoring, non-PII processing, shared services
Product Licensed Platform	AWS Cloud – EU Region	Regulated iGaming operations, player management, game and transaction processing
Operational Data Storage	Physical Infrastructure – Curaçao	Tier IV storage of license-relevant and sensitive data, including KYC, financial transactions, gameplay history

2. AWS-Based Environments (EU)

Both the Product Licensed Platform and Multi-License Platform are hosted in the AWS EU region under account ID 463470982712.

These environments are used to deploy:

- Kubernetes-managed microservices (via AWS EKS).
- Elastic Compute (EC2), Elastic Block Store (EBS), and S3 object storage for runtime data.
- Elastic File System (EFS) for persistent file-based data, including chat logs and transactional artifacts.

Security & Compliance Controls:

- All services are subject to AWS-native IAM policies.
- All outbound and inbound traffic is IP-restricted and encrypted via TLS 1.3.
- VPC Peering and Transit Gateways are used to enforce segmentation.
- Certificates are rotated per internal Network Security Policy.

No regulated personal data or transaction records subject to Curaçao storage rules are retained in these environments beyond their processing lifecycle.

3. Operational Data Storage in Curaçao

The ODS infrastructure is physically deployed within the territory of Curaçao and serves as the central compliance layer for regulated data. It is built on a Ceph-based cluster architecture and connected to the AWS-hosted licensed platform via a secure VPN tunnel (GW7) using IPSEC encryption.

ODS Capabilities & Compliance Attributes:

- Tier IV Data Center Classification:
    - 99.9995% SLA availability
    - Redundant power, network, and disk systems
- Disk Encryption:
    - AES-256 full-disk encryption
    - Keys managed via internal HSM-backed infrastructure
- Access Controls:

  - VPN access only (whitelisted IPs)
  - Role-based access with system-enforced audit trails
  - API-level permission management for data ingestion and querying

- Data Formats:
  - All stored records are human-readable, structured (e.g., JSON), and versioned
  - Audit logs, gameplay records, and financial transactions are retained for 5–10 years depending on type

Primary data types retained include:

Data Category	Description	Retention
Player Profile	Registration details, KYC/AML status, identity documents	5 years
Financial Records	Deposits, withdrawals, winnings, chargebacks	10 years
Gameplay History	Session logs, bonuses used, wins/losses per round	5 years
Access Audit Logs	Login history, IP addresses, device fingerprinting	5 years
Management Events	Blocks, unblocks, VIP tagging, self-exclusions	5 years

4. Data Residency & Legal Compliance

The platform's architecture is fully aligned with the residency and data governance requirements imposed by the Curaçao Gaming Control Board (GCB) under the National Ordinance for Games of Chance (LOK):

- All data deemed license-critical (as defined by CGA Guidance) is stored in Curaçao.
- Operational Storage is logically and physically isolated from other infrastructure.
- Remote access for regulatory inspection is supported through secure API endpoints and on-demand dataset export.

- All regulatory and player data access requests are logged and subject to internal approval workflows.

5. Backup and Redundancy Measures

To ensure long-term reliability and recoverability, the following policies apply:

- ODS Backup Strategy:
    - Full nightly snapshots to redundant local nodes
    - Weekly encrypted backup replication to disaster recovery node within Curaçao
    - Backup integrity is verified through automated checksum comparison
- Cloud Storage Strategy (EU region):
    - S3 versioning enabled with object lifecycle policies
    - EC2 snapshots stored across availability zones
    - EFS and EBS backups integrated with AWS Backup service

6.3 Data Security Protocols and Encryption

1. Transport Layer Security

All inter-service and client-server communications are protected by industry-standard encryption protocols.

- TLS 1.3 is enforced for all data in transit, both internally (service-to-service) and externally (end-user or provider connections).
- Strong cipher suites are mandated, with the minimum acceptable key size being RSA-2048 or ECDHE+AES-GCM combinations.
- API endpoints are exposed only via HTTPS and protected behind Cloudflare WAF and DDoS protection.
- Certificate lifecycle is managed centrally, with automated renewal, expiration tracking, and revocation monitoring.

All inbound and outbound connections (e.g., to game providers, payment processors, KYC/AML vendors) pass through firewall-controlled, IP-restricted gateways, eliminating unauthorized network exposure.

2. Data-at-Rest Protection

All data persisted across the infrastructure is encrypted using AES-256 encryption algorithms with regularly rotated keys.

- In the AWS Cloud:
    - EBS, EFS, and RDS instances are encrypted at disk level using KMS-managed keys.
    - S3 storage uses server-side encryption (SSE-S3 or SSE-KMS).
    - Redis and MongoDB clusters are encrypted at rest with automatic volume-level encryption.
- In Curaçao (ODS Infrastructure):
    - The Ceph cluster provides encrypted data pools, with redundancy and failover.
    - All raw data (KYC, transactions, sessions, logs) is encrypted at write time and decrypted only by authorized services.
    - Keys are protected by internal key rotation policies and access is logged and version-controlled.

Access to all storage systems is limited to predefined service accounts with least-privilege IAM roles and multi-factor authentication (MFA) for administrative access.

3. Sensitive Data Handling and Field-Level Protection

The platform implements additional protection layers for data fields containing high-risk or personally identifiable information (PII), including:

Data Category	Protection Method
Login credentials	Salted & hashed using SHA-256 + HMAC

ID and document numbers	Format-Preserving Encryption (FPE)
Card details (if stored)	Tokenization + FPE + field-level masking
Session tokens / auth keys	Time-limited JWTs + SHA-based signature
Player financial limits / history	AES-GCM (authenticated symmetric encryption)

In addition, data pseudonymization is used during analytics and monitoring, allowing insights to be gathered without exposing individual identities.

4. Event Bus and Message Stream Security

The core of the system's internal communication is a NATS-based Product-L Cluster, which serves as the backbone of real-time data propagation across domains.

Security measures applied to message-based infrastructure:

- gRPC + NATS use per-topic access control to prevent unauthorized message publication or subscription.
- Event payloads are encrypted, serialized, and hashed for integrity verification.
- All message delivery actions are logged and stored in immutable logs within the Operational Data Storage.
- Replay or tampering is mitigated through checksum validation and signed message headers.

5. Access Control and Role Management

Pinco enforces a Zero Trust model across its operational environments, ensuring all access is explicitly granted, monitored, and revocable.

- All user and system access to sensitive data is governed by Role-Based Access Control (RBAC) at:
    - Kubernetes level (cluster, namespace, and pod)

    - Database level (SQL grants, MongoDB roles)
    - API level (internal tokens and IP policies)

- Multi-Factor Authentication (MFA) is required for all privileged accounts.
- Access reviews and key rotations are performed on a monthly basis.
- Operator access to player data is logged in real time and subject to audit by compliance officers.

6. Monitoring, Logging, and Intrusion Detection

All components of the security framework are continuously monitored via an integrated SIEM solution.

- Log aggregation is performed using Fluentd and Grafana Loki, with real-time alerting in Prometheus and PagerDuty.
- Intrusion detection systems (IDS) monitor abnormal access attempts, API usage anomalies, and suspicious event patterns.
- Audit logs are immutable, timestamped, and retained in the Curaçao-based Ceph storage for no less than 5 years.

Examples of logged activities:

- Access to user data
- Administrative actions (e.g., self-exclusion override)
- Failed login attempts
- API key usage from unrecognized IPs

7. Third-Party Integrations and API Security

All integrations with third-party services (game providers, KYC/AML vendors, PSPs, CRMs) are secured by a multi-tiered security model:

- API keys are rotated periodically and stored in encrypted vaults.
- Traffic is restricted to IP allowlists defined per vendor.

- Rate limits and request validation policies are enforced on all external-facing endpoints.

- Sensitive responses are redacted or masked before being logged.

6.4 Emergency Recovery and Business Continuity Plan

1. Business Continuity Framework

The platform operates on a dual-layer strategy:

- Preventive Layer: Systems are designed with redundancy, failover capabilities, and fault tolerance to minimize the probability of disruption.

- Recovery Layer: In the event of system failure, preconfigured recovery mechanisms and data restoration protocols are initiated automatically or through manual intervention by authorized personnel.

All components fall under Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) that are aligned with the criticality of the data or service involved.

Component Type	RTO	RPO
Player & Transaction Data	≤ 1 hour	≤ 15 minutes
Payment Processing Systems	≤ 2 hours	≤ 30 minutes
Game Session Logs	≤ 4 hours	≤ 1 hour
Reporting & Analytics	≤ 24 hours	≤ 12 hours

2. Data Backup and Redundancy

Backup and replication mechanisms are implemented across both cloud-hosted and Curaçao-based systems to guarantee data persistence and accessibility.

- AWS-hosted Systems:
    - Snapshots of EC2, EBS, and EFS resources are performed daily.
    - Amazon RDS databases (PostgreSQL, MongoDB) use continuous point-in-time recovery with multi-AZ replication.
    - Redis caches use backup-persistence mode to restore real-time state if needed.
    - S3 buckets employ versioning with cross-region replication for select critical assets.
- Operational Data Storage (Ceph, Curaçao):
    - Encrypted snapshots are taken nightly and stored across redundant physical nodes.
    - Weekly full-system backups are stored in a separate isolated recovery environment within Curaçao jurisdiction.
    - All backup processes are automated and verified via checksum comparison and integrity validation scripts.

Backup retention policies:

Data Type	Retention Period	Location
KYC & Player Data	5 years	Curaçao
Financial Transactions	10 years	Curaçao
Game & Session Logs	5 years	Curaçao
Administrative Logs	5 years	Curaçao

3. Disaster Recovery Architecture

To mitigate downtime and support immediate failover, the platform includes the following disaster recovery measures:

- Infrastructure as Code (IaC): All infrastructure provisioning scripts are stored in Git and can be executed to rebuild environments on AWS or other cloud providers within minutes.
- Automated Recovery Protocols:
    - Kubernetes clusters in AWS support auto-replication and self-healing of pods across multiple availability zones.
    - Load balancers (ALBs) automatically reroute traffic away from failed zones or nodes.
- Database Redundancy:
    - PostgreSQL: Continuous archiving with automated recovery scripts.
    - MongoDB: Replica sets with failover between primaries.
    - ClickHouse: Synchronized analytical nodes with sharding.
- ETL/ELT Pipeline Resilience:
    - ETL jobs are checkpointed and support resuming mid-process.
    - Failed jobs are retried with exponential backoff and error reporting.

4. Crisis Management and Operational Continuity

In the event of service degradation or outage, the following procedures are activated:

- Incident Detection & Alerting:
    - Real-time monitoring via Prometheus, Grafana, and external watchdog services.
    - PagerDuty integrated for alert escalation and on-call team rotation.
- Incident Response:
    - Defined playbooks for handling different failure scenarios (e.g., database corruption, game provider failure, payment gateway outage).

    - Emergency contacts for all key vendors and infrastructure providers are maintained in a secured directory.
    - Communication templates and pre-approved regulator reports are prepared in advance.

- Regulatory Coordination:
    - In the event of extended outages affecting data access, the Curaçao Gaming Control Board is notified within 24 hours.
    - Incident logs, root cause analysis (RCA), and restoration timelines are shared with the regulator as required.

- Operator Access:
    - Internal dashboards and operator tools have failover environments with reduced functionality (read-only or delayed sync) to support ongoing support and compliance operations during partial downtime.

5. Plan Testing and Review

- Semi-annual DR Drills: Simulated outage scenarios are executed at least twice per year, including full restore operations and access recovery validation.
- Audit Logs: All DR-related actions (e.g., manual restores, failovers, operator overrides) are logged and reviewed by the Compliance Department.
- Continuous Improvement: Each disaster event or drill is followed by a post-incident review and documentation update.

7. Responsible Gaming

7.1 Implementation of Responsible Gaming Policies

The Company is fully committed to adhering to responsible gaming practices and providing our players with the tools to control their gaming activities. Our policies are designed to protect players from the risks associated with excessive gambling, ensuring that gambling remains an enjoyable and safe form of entertainment.

We continuously review and update our responsible gaming policies to comply with regulatory requirements, such as those established by the Curaçao Gaming Control Board, and to promote a secure environment for players. Our responsible gaming practices are part of our broader commitment to customer care, with a focus on transparency and player protection.

7.2 Self-Exclusion and Limit Setting Tools

To support players who may feel they are losing control over their gambling, we offer **self-exclusion** and **limit setting** tools. These measures are designed to allow players to take control of their gambling behavior and prevent harmful gambling.

- **Self-Exclusion**: Players who wish to take a break from gambling can activate a **self-exclusion** option. This feature allows players to block themselves from accessing their account and participating in gambling activities for a specified duration. Available durations for self-exclusion include:
    - 1 year
    - 3 years
    - 5 years
    - 10 years
    - Lifetime (permanent exclusion)

Once self-exclusion is activated, the player's account will be locked, and they will be unable to access it until the exclusion period ends. Self-exclusion cannot be revoked during the selected period, and if a lifetime exclusion is chosen, it is permanent.

- **Cooling-Off Period**: allows players to take a temporary break from gambling. During this period, players will be unable to make deposits or place bets. Cooling-off durations include:
    - 24 hours
    - 7 days
    - 1 month
    - 3 months

The cooling-off period can be activated directly from the account settings, and players cannot terminate the period prematurely.

7.3 Player Protection Measures

The Company has implemented several protective measures to help players manage their gambling experience:

- **Session Time Limits**: Players can set limits on the amount of time spent on the platform during each gaming session. This feature encourages players to take breaks and avoid prolonged gambling sessions that might lead to unhealthy behavior.

- **Deposit Limits**: Players are encouraged to set a **deposit limit** that defines the maximum amount they can deposit into their account over a specific period. This helps players manage their spending and prevents excessive gambling.

7.4 Monitoring and Identifying Problem Gambling Behaviors

Through advanced monitoring tools and behavioral analytics, we can detect patterns that may indicate problematic gambling behaviors. Our system tracks the following:

- Frequency and duration of gaming sessions
- Deposit amounts and frequency
- Changes in gambling behavior (e.g., increasing amounts of time or money spent)
- Requests for self-exclusion or cooling-off periods

If our system detects any of these patterns, our Responsible Gaming officer may reach out to the player to offer assistance and discuss responsible gaming tools. We also encourage players to be proactive in seeking support if they notice any changes in their gambling behavior.

7.5 Employee Training on Responsible Gaming

All employees involved in customer support and player interactions are trained in responsible gaming practices, including:

- How to identify potential signs of problem gambling.
- How to assist players in using responsible gaming tools.
- How to support players in managing their gaming experience in a responsible manner.
- Providing referrals to external support organizations for players seeking help with gambling addiction.

8. Terms & Conditions

TERMS AND CONDITIONS

Date: December 23, 2024

1. INTRODUCTION

1.1. This Website is operated by **Carlitta N.V.** ("**Company**", "**we**", "**us**", "**our**") having its office at Zuikertuintjeweg Z/N (Zuikertuin Tower), Willemstad, Curacao, company registration number 162777, which is licensed by the Curaçao Gaming Control Board since 24 June, 2025, to offer games of chance under license number OGL/2024/1516/0841 in accordance with the National Ordinance on Offshore Games of Hazard (Landsverordening buitengaatse hazardspelen, P.B. 1993, no. 63) (NOOGH), and its wholly-owned subsidiary Liriona Ltd is a company registered and established under laws of Cyprus, with the company registration number HE 445858 and registered

address Panagioti Toumazou 37, Episkopi, 4620 Limassol, Cyprus acting as payment agent of the company Carlitta N.V.

1.2. Reference to **you, your, customer, user** or **player** shall mean any person using the Website or any services available thereon and/or any registered customer of the Website.

1.3. Reference to **Games** shall mean Casino, Live Casino, Sportsbook, cards, and other games as may become available on the Website from time to time. We reserve the right to add and remove Games from the Website at our discretion.

1.4. Return to Player ("RTP") represents the theoretical percentage of the total stakes that a game is expected to return to players over a long period of play. RTP is calculated on the basis of statistical modelling across a large number of game rounds and does not reflect the outcome of any individual game session or guarantee any level of winnings for a particular Player. RTP values may vary between different games and game variants offered on the Website. The applicable RTP for each game is determined by the respective game provider and is made available to Players in the game rules or information section of the relevant game, where applicable. The RTP is established by the game provider and is not influenced, modified or manipulated by the Company. The Company does not interfere with the operation of the game logic, payout percentages or Random Number Generator ("RNG") used in the games offered. Players acknowledge and accept that RTP is a theoretical indicator calculated over time and that short-term results may differ significantly from the stated RTP.

1.5. Should any of your winnings be subject to taxes under the laws of your country or any relevant regulatory body, you are responsible for declaring your winnings and losses to the appropriate authorities. Additionally, you are solely accountable for settling any taxes or charges arising from your winnings on the Website.

1.6. **Using VPN to bypass provider's block is strictly prohibited and may lead to account closure and confiscation of winnings.**

2. CHANGES TO TERMS AND CONDITIONS

2.1. The Company may amend these Terms and Conditions from time to time where such changes are required by applicable law, regulatory requirements, or for operational or business reasons.

2.2. Players shall be informed in advance of any material amendments to these Terms and Conditions. Notification of such amendments shall be provided through a durable medium, including but not limited to email communication or a notification within the Player Account.

2.3. The notification shall include a brief summary of the material changes and specify the date on which the amended Terms and Conditions will enter into force. Amended Terms and Conditions shall become effective only from the stated effective date and shall not apply retrospectively.

2.5. Players will be required to expressly accept the amended Terms and Conditions before continuing to access or use the Website and the services offered therein. Continued participation in

games or wagering activities shall not be permitted unless such acceptance has been provided. If a Player does not agree to the amended Terms and Conditions, the Player shall have the right to withdraw any available funds from the Player Account and request closure of the Player Account prior to the effective date of the amendments, subject to applicable verification and regulatory requirements.

3. LEGAL REQUIREMENTS

3.1. The Company operates in compliance with the laws and regulations governing online gambling. Players are solely responsible for ensuring that online gambling is legal in their jurisdiction before using the Website. It is essential to verify the applicable laws and gambling regulations in your country prior to participating.

3.2. Players must meet the minimum legal age for gambling in their jurisdiction (**"Eligible Age"**). Individuals under the age of 18, or below the required age, are strictly prohibited from accessing the services. If the Company suspects that a player is underage, we may request age verification documents at any time. Failure to provide the requested proof of age may result in account suspension and denial of services.

3.3. Recognizing that minors may have access to the internet, we encourage parents to prevent children from accessing the Website. To assist in this effort, we recommend using filtering software. For more information, please refer to the following resources:

- **CyberPatrol**.
- **GamBlock**.
- **NetNanny**.

3.4. By using the Website, you confirm that you are in compliance with all local laws, statutes, and regulations concerning online gambling. The Company does not provide legal advice and cannot guarantee that using the Website will be legally permissible in all jurisdictions. The Company is not responsible for any illegal or unauthorized use of the Website.

3.5. You accept full responsibility for ensuring that your use of the Website adheres to the laws of your country. The decision to access and use the Website is entirely at your own risk, and the Company is not liable for any legal consequences.

3.6. Restricted Countries The Company restricts players from certain countries and territories (**"Restricted Countries"**) from depositing funds or participating in real-money games. Players from the following regions are prohibited from accessing these services:

- United States of America and its territories
- France and its territories
- Netherlands and its territories, including Bonaire, Sint Eustatius, Saba, Aruba, Curaçao, and Sint Maarten
- Australia and its territories

- United Kingdom of Great Britain and Northern Ireland
- Germany
- Democratic Republic of Korea
- Iran
- Myanmar

3.7. Bonuses and Promotions Players residing in Sweden are not eligible for any bonuses, VIP rewards, promotional offers, or comp point exchanges.

3.8. In addition, customers from Armenia are prohibited from using the Sport section on the Website. If the website administration finds out that any sporting bets have been made by residents of Armenia, all these bets may be annulled (settled with odds of 1/1).

3.9. Withdrawal and Refunds If a player violates the Restricted Countries policy, the Company cannot guarantee the successful processing of withdrawals or refunds.

3.10. Age Verification: To ensure compliance, the Company reserves the right to request proof of age from players. Access to the Website may be restricted, or accounts suspended if players fail to meet the age requirement or provide the necessary documentation.

4. RESPONSIBLE GAMING

4.1. Please read our Responsible Gaming policy before using your account. We take Gaming Addiction very seriously and are committed to preventing it from harming our users. The Company provides responsible gaming tools that enable Players to control their participation in games offered on the Website. Gambling is intended for entertainment purposes only and should not be regarded as a source of income.

4.2. In line with the Curacao Gaming Authority's Responsible Gaming Policy, we are in the process of implementing responsible gaming tools, including cooling-off periods, self-exclusion options, deposit limits, player self-assessments, and behaviour tracking measures. These features will be made available to all players within the regulatory timelines.

4.3. Player Limits

4.3.1. Players may set limits to manage their gaming activity. The following limits are available:

a) Deposit limits, restricting the total amount a Player may deposit during a defined period (daily, weekly, or monthly);
b) Loss limits, restricting the maximum amount a Player may lose during a defined period;
c) Wager limits, restricting the maximum amount that may be wagered during a defined period;
d) Time limits, restricting the duration of gaming sessions or total time spent gaming during a defined period.

4.3.2. Limits may be set during registration or at any time after login via the Player Account.

4.3.3. Requests to set or decrease limits take effect immediately. Requests to increase or remove existing limits shall take effect only after the applicable cooling-off period has elapsed.

4.3.4. Limits apply prospectively and do not affect wagers or game rounds completed prior to the limit taking effect.

4.4 Cooling-Off Period

4.4.1. Players may request a cooling-off period, during which participation in games is temporarily restricted.

4.4.2. During a cooling-off period:

- wagering and deposits are disabled;
- withdrawals of available funds remain possible, subject to applicable verification requirements;
- no bonuses, promotions, or marketing communications are provided.

4.4.3. Cooling-off periods take effect immediately upon confirmation by the Player and remain in force for the selected duration.

4.5 Self-Exclusion

4.5.1. Players may voluntarily request self-exclusion from gambling activities offered under the Company's licence.

4.5.2. The Company offers self-exclusion for a fixed minimum period of one (1) year, in accordance with applicable Curaçao Responsible Gaming requirements.

4.5.3. During the self-exclusion period:

- the Player is prevented from participating in any gambling activity;
- access to wagering functionality is blocked;
- bonuses, promotions, and incentives are forfeited;
- marketing and promotional communications cease.

4.5.4. Self-exclusion takes effect immediately upon confirmation and cannot be reversed or lifted during the exclusion period.

4.5.5. Withdrawal of available funds remains possible during self-exclusion, subject to applicable AML/CFT, verification, and legal requirements.

4.5.6. A Player who has activated self-exclusion retains the right to submit a complaint and, after exhaustion of the internal complaints procedure, to refer the matter to Alternative Dispute Resolution (ADR).

5. YOUR ACCOUNT

5.1. To access and use the Website, you must create an account, (hereinafter your Account). This process requires you to provide your email address, mobile phone number and set a password for login purposes. Additionally, to get full access to all Website functions, during the registration process provide the Company with your personal information, including your name, date of birth, passport information, city and address of residence.

5.2. The first and last names as well as the date of birth you specify when registering must be your true real personal information. The Company may request identification documents, such as a passport or ID card, as well as payment card information, to verify the details provided. This procedure is called Account Verification, and the Client who successfully provided all required documentation can be referred to as the Verified Client. The Client can attach a copy of their identity document in their Personal account, under Profile, Document upload section, at any time, including immediately after their registration and before or after a withdrawal request. If you fail to submit the requested documentation, the Company reserves the right to suspend your account until the required information is provided or to terminate your account entirely.

5.3. Account verification is carried out by our financial or security departments during workdays from Monday to Friday, except for cases when user account verification is essential to process an active request for funds withdrawal.

5.4. You confirm that when registering on the Website, you provide real and accurate personal information about yourself, and in case any of this information changes, you are obliged to notify us in a timely manner. If you do not meet these requirements, we reserve the right to restrict your account and further fully close it, voiding all transactions (bonuses, winnings) as well as all bets and their winnings.

5.5. You acknowledge that your account is accessed using a unique username and password that you select.

5.6. Upon account creation, you agree not to share your username and password with any third parties, whether intentionally or unintentionally. If you forget or lose your login credentials, you can reset your password by selecting the "Forgot Password" link on the Website.

5.7. We implement strict measures to protect your personal information from unauthorized use. Your data is only accessible to those directly involved in providing services on the Website.

However, we cannot be held liable for third parties' use of this information, such as affiliates or software vendors.

5.8. We may contact you via the phone number provided in your account as part of the Know Your Customer (KYC) procedure. Your account or any actions within it may be suspended until verification is completed. If we are unable to contact you within two (2) weeks after a withdrawal request, your account will be locked due to failure to complete the KYC process.

5.9. We reserve the right to refuse the opening of a player's account at our discretion.

5.10. If you experience any issues or have questions during the registration process, please feel free to reach out to our support team at support@pinco.win.

5.11. The Website is strictly for personal use and may not be utilized for any commercial gain.

6. ACCOUNT ISSUES

6.1. If you forget your password or think that somebody knows the details of your personal data, moreover if you suspect that another user is taking an unfair advantage through cheating or collusion, you must report the suspicion to us.

6.2. We reserve the right to declare any transaction void partially or in full if we, at our own discretion, deem it obvious that any of the following circumstances have occurred:

- Account holder or people associated with the Account holder may directly or indirectly influence the outcome of an event.
- Account holder and or people associated with the Account holder are directly or indirectly avoiding the rules of the Website.
- The result of an event has been directly or indirectly affected by criminal activity.
- The odds of an event have been significantly changed due to a public announcement in relation to the event.
- Bets have been placed that would not have been accepted otherwise, but they were accepted during periods when the Website has been affected by technical problems.
- Due to an error, such as a mistake, misprint, technical error, human error, force majeure, or otherwise, bets have been offered, placed, and or accepted due to this error.

6.3. When we close or suspend an Account for whatever reason, we reserve the right to close any future Accounts that may be registered by the same person, device, or address, or that may use the same payment wallets or credit cards, and void/cancel all transactions of that Accounts.

6.4. We offer two-factor authentication (2FA) as additional protection from unauthorized use of your Account. You are responsible for keeping your login information confidential and making sure it cannot be accessed by another person.

6.5. By registering the Account on the Website you undertake, declare, and warrant that:

- You are over 18 years of age, or such higher minimum legal age of majority as stipulated in the laws of the jurisdiction applicable to you, and, under the laws applicable to you, you are allowed to participate in the Games offered on the Website.
- You will use this Website and your Account solely and exclusively for the purpose of your genuine participation in the Games and not for any financial or other operations; your participation in the Games will be strictly in your personal non-professional capacity for recreational and entertainment reasons only.
- You participate in the Games on your own behalf and not on behalf of any other person.

6.5.1. You are solely responsible for reporting and accounting for any taxes applicable to you under relevant laws for any winnings that you receive from the Website.

6.5.2. All money that you deposit into your Account is not tainted with any illegality and, in particular, does not originate from any illegal activity or source.

6.5.3. You understand that by participating in the Games, you take the risk of losing money deposited into your Account.

6.5.4. You should not be involved in any fraudulent, collusive, fixing, or other unlawful activity in relation to your or third parties' participation in any of the Games and shall not use any software-assisted methods or techniques or hardware devices for your participation in any of the Games. The Company hereby reserves the right to invalidate or close your Account or invalidate your participation in a Game in the event of such behavior.

6.5.5. Concerning deposits and withdrawals of funds into and from your Account, you shall only use credit cards and other financial instruments that are valid and lawfully belong to you.

6.5.6. The computer software that we make available to you is owned by the Company or other third Parties and is protected by copyright and other intellectual property laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms, and conditions hereby established and in accordance with all applicable laws, rules, and regulations.

6.5.7. Games played on the Website should be played in the same manner as games played in any other setting. You shall be courteous to other players and representatives of the Company and shall avoid rude or obscene comments, including in chat rooms.

7. DUPLICATE ACCOUNTS

7.1. Our Website allows you to open and use only one account per person/device/household/family.

7.2. Only one Account for each household, IP address, and computer or device is allowed. If two or more users share the same household, IP address, and computer or device, we must be informed by the respective Accounts' holders in advance.

7.3. If this rule is violated, the accounts will be marked as duplicates (hereinafter Duplicate Account). The Company has the right to immediately delete any Duplicate Accounts and, AT ITS OWN DISCRETION:

7.3.1. Deem invalid any transactions made from the Duplicate Account;

7.3.2. At its sole and final discretion, consider refunding all or part of the bets and deposits made from the Duplicate Account, strictly on an exceptional and case-by-case basis, and only after verifying that the account was not created in bad faith or to circumvent any of the Company's rules. Any such refund, if granted, shall be limited to the remaining balance after deducting all withdrawn funds and applicable Company commissions for financial transactions.

7.3.3. Void any refunds, winnings, and bonuses that you have received or collected while using an active Duplicate Account. You agree to return to us any such funds that have been withdrawn from the Duplicate Account upon our request.

8. BETTING RULES

8.1. The Company reserves the right to cancel, void or adjust any bet or wager placed as a result of a manifest error, including but not limited to technical malfunctions, software errors, incorrect odds, incorrect game parameters, or failures of the gambling interface.

8.2. Where live dealer games are offered, bets may be declared void or adjusted in the event of human error, including dealing errors, incorrect settlement of outcomes, incorrect display of results, or communication failures between the live dealer studio and the Company’s systems.

8.3. In fixed odds betting, the applicable odds shall be those displayed and confirmed at the time the bet is accepted by the Company’s systems. The Company shall not be bound by odds that are displayed incorrectly due to technical or human error and reserves the right to cancel or void any affected bets.

8.4. In the event of any discrepancy between the information displayed on the Player’s device and the data recorded on the Company’s servers, the data recorded on the Company’s servers shall prevail and be considered final for the purposes of determining the validity and settlement of bets.

8.5. Players are prohibited from attempting to influence the outcome of any game or event, including through collusion, the use of automated systems, exploitation of software vulnerabilities, interference with game processes, or any other form of unfair or fraudulent conduct. Any such activity may result in the cancellation of bets, forfeiture of winnings, suspension or closure of the Player Account, and reporting to the relevant authorities where required by applicable law.

9. DEPOSITS

9.1. To have the possibility to place deposits and play for real money you must deposit money into your Account. You can deposit at any time online by using your debit or credit card, e-wallet, via a bank transfer or via all available deposit methods. All available deposit methods can be found on

the Deposit page on the Website. Cash or cheques are not an accepted method of deposit. Please note that some of the methods may not be available in some countries.

9.2. Currency of bets and winnings.

9.2.1. Bets and wagers may be placed only in the currencies made available by the Company on the Website from time to time.

9.2.2. Any winnings shall be credited and paid out to the Player in the same currency, whether fiat or virtual, that was used to place the corresponding bet or wager.

9.2.3. The Company does not provide currency exchange services to Players.

9.2.4. The Company does not offer any form of investment service, financial instrument or exchange service to Players. Any in-game tokens, credits or similar virtual items made available on the Website are intended solely for gameplay purposes and do not constitute investments, financial products or assets of monetary value.

9.3. The Company reserves the right to use additional procedures and means to verify your identity (KYC) when effecting deposits into an Account and to close an Account if you fail to send these documents to the Company.

9.4. The Company does not grant any credit for the use of its services.

9.5. By depositing, you confirm that all deposits are authorized, and you won’t try to decline them or take any action that will cause such payment to be reversed by the third party, in order to avoid any legitimate liability.

9.6. As a prevention of money laundering, a deposit must be wagered at least once before a withdrawal can be made. Please note that you must complete the wagering requirements before submitting a withdrawal request.

9.7. The Company doesn’t allow making 3rd party deposits (by a friend, relative, partner, wife, or husband). All payments must be made from an Account/system or credit card that is registered on the Account holder. If the 3rd party deposits are noticed all winnings will be forfeited and sent back to us, and the deposit will be returned to the rightful owner of the Account/credit card. If a banking transfer requires a charge while returning money back to the rightful owner, it will be paid by the receiver.

9.8. We reserve the right to use third-party organizations to process electronic transactions, including payments made by and to you.

9.9. In case we discover any fraudulent transactions on your part, including the use of stolen credit cards, any payment refunds or cancellations, and actions related to funds deposition for the purpose of exchange between payment systems, the Company reserves the right to block your Account,

cancel any payments made and revoke any winnings. We reserve the right to notify the relevant authorities about any fraudulent or illegal activity.

9.10. The company is not responsible for any unauthorized credit card activity.

9.11. You agree and understand that your account is not a banking account, which means there aren't any deposit insurance guarantees or any other types of banking insurance guarantees. Additionally, no interest is accrued on the account.

9.12. The use of the One-click feature to make a deposit by the Client. By making the first deposit using the 1-Click feature on the Website and successfully completing the 3DS authentication (a procedure that confirms that the transaction is made with the cardholder's consent), the customer agrees to subsequent 1-Click transactions using this bank card (with no further 3DS authentication required).

9.13. The exchange of fiat currencies into virtual currencies, or virtual currencies into fiat currencies, is strictly prohibited within the Player Account and through the services offered by the Company. The Company does not facilitate, arrange or act as an intermediary for any currency exchange transactions between Players or between Players and third parties. Virtual currencies accepted as stakes or bets will be tradable on internationally licensed virtual currency exchanges.

10. PAYOUTS

10.1. When the outcome of a Game you participate in becomes determined or, where applicable, the Company has confirmed the relevant result of an event and settled the markets; all winnings will be available on your Account.

10.2. If the Company mistakenly credits your Account with winnings that do not belong to you, whether due to a technical or human error or otherwise, the amount will remain the property of the Company and the amount will be deducted from your Account. If prior to Company becoming aware of the error, you have withdrawn funds that do not belong to you, without prejudice to other remedies and actions that may be available at law, the mistakenly paid amount will constitute a debt owed by you to the Company. In the event of an incorrect crediting, you are obliged to notify the Company immediately.

11. WITHDRAWALS

11.1. You have the right to request fund withdrawals from your account, provided that all payments made to your account have been checked and meet all criteria of the Terms above.

11.2. Before making any payments, the Company has the right to request copies of identity documents from the Client. The Company adheres to the international KYC guideline (Know Your Customer), which obliges companies to conduct identity checks on their clients before allowing any withdrawal operations. The Company reserves the right to require the Client to undergo additional identity verification methods, including, but not limited to, video identification, a request for a snapshot of the person's face next to their identity document, etc.

11.3. You must provide your KYC documents, and credit card pictures (both sides, front and back. The card number should be with the first 6 and last 4 digits of the card clearly readable, while the remaining digits of the card number and CVV / CVC code should not be visible) and bank statement, copy of a personal identification document, proof of address, proof of ownership of any other used payment method when claiming the withdrawal for the first time. Additional requirements depending on payment channels will apply.

11.4. The Company reserves the right, without prior notice, to deny the Client access to the services of the Website and to block the game account with the cancellation of all winnings, if, from the moment of requesting additional information, the Client doesn't provide the requested data within 30 calendar days.

11.5. The Company reserves the right to change the maximum allowed sum for each payment system per transaction at any time and without prior notification.

11.6. A withdrawal request will not be processed until all wagering requirements have been met.

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

11.8. At the moment of requesting a payment, your Bonus Balance should have no active bonuses, gift boxes, or free spins. Otherwise, the Company reserves the right to cancel any active bonuses and winnings on them when processing the payment.

11.9. If at the time a withdrawal request is made the sum of all bets placed by the Client is lower than the sum of all their deposits, the website administration has the right to withhold up to 20% of the amount requested for withdrawal. If the Client wants to withdraw funds using a bank card, we reserve the right to withhold up to 25% of the amount requested for withdrawal.

11.10. If at the time a withdrawal request is made, the sum of all bets placed after the most recent deposit is less than the most recent deposit amount, the website administration has the right to withhold up to 20% of the amount requested for withdrawal. If the Client wants to withdraw funds using a bank card, we reserve the right to withhold up to 25% of the amount requested for withdrawal.

11.11. The company reserves the right to check and analyze any of your financial transactions within a period of up to 24 hours prior to fulfilling the requested withdrawal.

11.12. A withdrawal request may remain unprocessed beyond the indicated processing times for technical reasons and/or due to any delays caused by the payment system handling the transaction.

11.13. A user cannot withdraw funds in excess of his/her Account balance.

11.14. Withdrawals will be made to your bank account or other withdrawal methods available to you in Cashier. The withdrawals are processed by the method used by the user to deposit funds into the Account balance.

11.15. Your bank issuer may charge an additional fee for transferring and processing funds.

11.16. When a withdrawal is canceled, the funds are returned back to your Account, and you can make use of those funds accordingly on the Account. The Company does not assume any responsibility for any funds lost during gameplay following a withdrawal cancellation either by you or by us.

11.17. Please be advised that our products are consumed instantly during gameplay. Thus, we cannot provide refunds, returns of monies, or cancellation of the requested service when playing. If you play a Game with real money, the money will be drawn from your Account instantly.

11.18. You may request withdrawals up to approximately € 4 000 per day (or the equivalent in your account currency). For VIP clients, higher limits may be granted upon request and at the discretion of the risk management team.

11.19. There is no fixed monthly withdrawal limit.

11.20. You can only have one pending withdrawal (i.e. requested but not processed) per payment method at any one time. Furthermore, depending on the method used, you can make only one withdrawal request per 24-hour period.

12. POKER RULES

Withdrawals and Deposits

12.1. Players participating in poker games must adhere to the following financial procedures and terms:

- Rake: A standard rake starting from 5% is applied to each cash game pot, subject to the applicable table cap.
- Minimum Buy-In: The minimum deposit required to join a poker table is equal to 0.80 (eighty USD cents), unless otherwise specified for specific tables or formats.
- Frequent Withdrawals: If a withdrawal request is made shortly after a deposit and without sufficient poker gameplay, a 10% administrative fee may be applied to the withdrawal amount. This policy is in place to prevent abuse of the payment system and reflects standard practice across all gaming verticals.

12.2. Withdrawal Fees:

- If a player generates a minimum rake equal to 10% of their last deposit, the withdrawal will be processed automatically and without any fees.
- If the turnover requirements are not met, the financial operator reserves the right to apply a processing fee, typically a percentage of the requested withdrawal amount. The exact conditions will be communicated before processing.

12.3. Processing Times:

All withdrawal requests are processed within two (2) banking days. However, in certain cases, such as during public holidays, delays caused by payment providers, or additional account verification procedures, the processing time may be extended.

13. ACCOUNT CLOSURE

13.1. You may close your Account at any time and request a withdrawal of the balance of the Account, subject to the deduction of relevant withdrawal charges. To close your Account, you must first cancel any open bets if applicable and contact the Website customer support - support@pinco.win.

13.2. The effective closure of the Account will correspond to the termination of your relationship with the Company.

13.3. In case the reason behind the closure of the Account is related to concerns about possible gambling addiction, you shall contact: responsiblegaming@pinco.win.

13.4. Any repayment or withdrawal of funds from the Player Account shall be carried out in accordance with the withdrawal procedures set out in these Terms..

13.5. The Company reserves the right to close your Account and to refund to you the "Available to withdraw balance, subject to the deduction of relevant withdrawal charges, at the Company's absolute discretion and without any obligation to state a reason or give prior notice.

13.6. The Company reserves the right to cancel and remove any bonus amount awarded to you if it has not been used within 1 month from the date awarded.

13.7. The Company reserves the right to refuse a withdrawal claim in case of fraud, in which case an Account will be suspended and the payment will not be processed.

13.8. The Company will review all player Accounts and classify them at its discretion. Once a player is classified as a "bonus hunter" or "bonus abuser”, all winnings and bonuses will be void and the Account will be suspended and the payment not processed.

13.9. Under these Terms, once your account is terminated, both you and the Company will no longer have any further obligations toward each other.

13.10. The Company reserves the right to terminate your account and remove associated credentials, including your username and password, without prior notice under the following circumstances:

13.10.1. Your account is connected to another account that was previously deleted.

13.10.2. Your account is associated with a currently blocked account. In such cases, we have the right to close your account regardless of how the connection was established. Additionally, we may restrict access to the credentials of related accounts. Any remaining balance will be refunded to you

within the designated timeframe after any outstanding debts to the Company are settled, except where otherwise stated in these Terms.

13.10.3. You engage in hacking attempts or collude with others to manipulate outcomes.

13.10.4. You interfere with the Website's software or alter its functionality in any way.

13.10.5. Your account is used for unlawful activities, including attempting to access the Website from a jurisdiction where gambling is prohibited.

13.10.6. You post offensive, abusive, or inappropriate content on the Website.

13.10.7. You breach the Terms on the Website.

13.11. In cases where the Company decides to terminate your account, we will notify you via email using the contact details provided in your account. If the account closure is not related to violations of the AML Policy or other breaches of these Terms, any remaining balance will be refunded to you.

13.12. If you do not log in to your Client Account for 180 consecutive days, it will be classified as an inactive account. We will notify you via email at least 30 days before your account becomes inactive.

13.13. Any funds remaining in a Player Account, including balances held in inactive or dormant accounts, shall remain available to the Player for a minimum period of thirty (30) months from the date on which such funds became payable or the account became inactive, whichever occurs later.

14. PERSONAL INFORMATION

14.1. We will comply with applicable data protection laws in respect of the personal information you supply to us. Your personal information is processed in accordance with our Privacy Policy.

15. PROHIBITED ACTIONS ON THE WEBSITE

15.1. In the case when any irregularity (including suspicion of attempted money laundering or fraud) has been noticed, the Company reserves the right to close Accounts and/or report criminal, or other suspicious activities provided through one or multiple Accounts to the relevant existing regulatory or law enforcement authorities. All offenders' Account balances will be blocked, withdrawals will be void, and deposits and winnings will be forfeited.

15.2. The Company is eligible to disable users' Accounts and forfeit their Account balances (including deposits and winnings) if they are found to have gained or attempted to gain an advantage by trading information of their cards or establishing a collusive agreement with other users to take an unfair advantage. These advantages may consist of chip dumping and transfer, discussing a hand during play, multiple using a single Account, and soft playing. The Company provides the rigorous examination of play in both manual and automated ways and investigates all

related user complaints. In addition, Company provides proactive and random examination of gameplays and Accounts.

15.3. Once Company noticed a fraudulent, unlawful, dishonest, or improper activity (including using the VPN, proxy, or similar service that masks or manipulates the identification of your real location, or making wagers or poker play through a third party or on behalf of a third party) on the Website, we are eligible to block user's Account with forfeiting of all Account balances without prior notification. In such cases, Company reserves the right to report fraudulent activity to existing regulatory and law enforcement authorities, including but not limited to banks, credit card companies, and/or any person or entity that has the legal right to such information, and/or take legal action against such user.

15.4. Uploading a volume of information to the Website that may cause disruptions, as well as performing any activities that may affect the Website's performance, such as using and/or distributing viruses or similar malware, are prohibited.

15.5. Distortion, deletion, or any other alteration of the Website's data are prohibited.

15.6. You agree not to use any hacking and/or similar methods to bypass the Website security. In case our security system gets breached, we will be forced to immediately stop your access to the Website services and block your Account. The Company reserves the right to inform any relevant authorities of such events.

15.7. Gaining an unfair advantage (commonly known as cheating) is not allowed. This includes using any malware, exploiting errors and loopholes in our software, and using automated players, known as bots.

15.8. Colluding or attempting to directly or indirectly collude with other players is not allowed during your use of the Website.

15.9. We will take all reasonable steps to prevent such activities, detect any collusions and all involved players, and deal with them accordingly. We will not be liable for any losses or damage which you or any other player may have suffered as a result of collusive, fraudulent, or otherwise illegal activities and/or cheating. Any action we take against any involved parties will be at our sole discretion.

15.10. The Company is not responsible for any losses that you may have suffered if you've experienced problems with IT or software caused by attacks, viruses, or other malware during the use of the Website and/or any links posted on the Website.

15.11. Aggressive, derogatory or offensive communication, swearing and harassment towards the Website employees and other customers are prohibited. In case of a violation of one or more clauses of the Terms by the Client, the administration has the right to block or delete the Client's account without any payouts of funds on their account.

15.12. When using the Website, the Client must not use any technical or software tools based on algorithms of automatic decision-making, any programs and scripts performing form autocompletion and automatic requests sending, including so-called robot programs, or any software to automate bids. The administration has the right to block accounts of the Clients who violate this rule, cancel any bids made from these accounts, and block or confiscate any funds available on the account.

15.13. Presenting forged documents or documents belonging to other persons during the account verification process or any other checks conducted by the Website administration is prohibited. Such actions will be regarded by the Website administration as fraudulent, as a result we will have to immediately stop your access to the Website services and block your account.

15.14. Transferring ownership of an account from one person to another by any means of exchanging, gifting, or purchasing is strictly prohibited. Any account registered on our website can only be used by one person.

16. LIVE CHAT

16.1. As part of your use of the Website, the Company provides you with a chat facility, which we moderate and subject to control. We reserve the right to review the chat and to keep a record of all statements made on such a facility. Your use of the chat facility should be for recreational and socializing purposes and is subject to the following rules.

16.2. You shall not make any statements that are sexually explicit or grossly offensive, including expressions of bigotry, racism, hatred, or profanity.

16.3. You shall not make statements that are abusive, defamatory, harassing, or insulting to the Website or the Company.

16.4. You shall not make statements that advertise, promote, or otherwise relate to any other online entities.

16.5. You shall not make statements about the Company, the Website, or any other Internet site(s) connected to the Company that are untrue and/or malicious and/or damaging to the Company.

16.6. You shall not collude through the chat rooms or separate chat. Any suspicious chats will be reported to the relevant regulatory or law enforcement authority.

16.7. If you breach any of the above provisions relating to the chat facility, the Company shall have the right to remove the chat room or immediately terminate your Account. Upon such termination, the Company shall refund you any funds that may be in your Account over and above any amount that may be owed to us at such time (if any).

17. TIPS TO THE MANAGER

The platform offers a "Tips to the Manager" feature within the chat functionality. This option allows players to express their appreciation for the services provided.

17.1. Terms of Use:

- The option to leave a tip is entirely voluntary and initiated by the player.
- To use the tipping feature, the player must select the relevant option in the chat, specify the amount, and confirm the action.
- The selected tip amount will be deducted from the player's real-money balance and transferred to the Company.
- Tips are treated as a gratuitous payment to the Company and are non-refundable once confirmed by the player.
- Tipping does not increase the player's chances of winning, does not provide any in-game advantages, and does not influence the outcome of any interactions with support.
- By using the tipping feature, the player agrees to act in good faith and refrain from any attempts to manipulate the system.
- The Company reserves the right to suspend or discontinue the tipping feature at any time without prior notice.

18. AGREEMENT & ADMISSIBILITY

18.1. These Terms, the Privacy Policy, Responsible Gaming Policy, Anti-Money Laundering (AML) Policy, and any document expressly referred to in them and any guidelines or rules posted on the Website constitute the entire agreement and understanding between you and the Company with respect to this Website and save in the case of fraud it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to this Website.

18.2. A printed version of these Terms and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or related to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18.3. If any provision of these Terms is considered to be illegal or unenforceable, such provision shall be severed from these Terms and all other provisions shall remain in force unaffected by such severance.

18.4. In case of inconsistency of textual content between language versions, the English version of the Website shall prevail.

18.5. These Terms are governed by the laws of Curacao, and the parties agree to the jurisdiction of the Curacao courts and to the rules of arbitration in accordance with applicable law.

19. POKER PARTICIPATION RULES

19.1. The use of any software assistance tools, including but not limited to bots, automated decision-making software, or other external aids that provide an unfair advantage, is strictly prohibited. Any attempt to manipulate the game using such tools will result in immediate account suspension or termination.

19.2. Collusion between players, including but not limited to sharing information, chip dumping, or engaging in unfair tactics to manipulate game outcomes, is strictly forbidden. The Company actively monitors gameplay and reserves the right to take necessary actions, including permanent account closure, confiscation of funds, and reporting violations to relevant regulatory authorities.

19.3. Players are required to choose poker nicknames ("Poker Names") that are respectful and appropriate. The use of offensive, abusive, discriminatory, or otherwise inappropriate Poker Names is strictly prohibited. The Company reserves the right, at its sole discretion, to change a player's Poker Name, temporarily suspend the account, or permanently block access if such violations occur. Any winnings, bonuses, or balances associated with accounts using prohibited Poker Names may be forfeited.

19.4. The operator reserves the right to investigate and take appropriate action against any suspected fraudulent activity, including suspending or banning accounts found to be in violation of policies.

20. LIABILITY

20.1. By accepting these Terms and Conditions, you acknowledge that gambling can result in financial losses. The Company is not responsible for losses arising from the Player's participation in such games, provided that the games are operated in accordance with these Terms and Conditions and applicable regulatory requirements.

20.2. The Company is responsible for ensuring that the games offered on the Website are operated using approved game software and systems and that game outcomes are determined in accordance with the applicable rules of the relevant game. The Company is not responsible for hardware or software malfunctions, unstable or lost internet connections, or other technical issues on the Player's side that may limit access to the Website or disrupt gameplay.

20.3. In the rare event of an error in confirming a wager or processing a payment, the Company reserves the right to cancel any wagers or correct the mistake by settling them according to the correct terms that should have applied at the time of the wager. The Company shall maintain server-side records of wagers and transactions for this purpose.

20.4. If the Company erroneously credits your account with funds, bonuses, or winnings that are not rightfully yours, whether due to a technical issue, error in pay tables, or human mistake, the amount will remain the property of the Company, without creating a negative balance on the Player's Account.

20.5. The operation of the Website is governed by the posted Terms. The Company makes no warranties regarding the Website or its services and disclaims any liability to the fullest extent permitted by law with respect to implied warranties.

20.6. By using the Website, you agree to the following:

- You will use the Website's services willingly, responsibly, and at your own risk.
- You confirm that you are the rightful owner of the funds in your account, and all information provided during registration and subsequent transactions (including deposits and withdrawals) must be accurate and match the name on your payment methods.
- You understand that gambling may result in financial loss and take full responsibility for any losses, expenses, or damages incurred. You will not hold The Company responsible for such losses.
- You are familiar with the rules and procedures for using the Website and playing games and will avoid actions that could damage the Company's reputation.
- You agree to indemnify The Company, its directors, employees, and service providers from any losses, claims, or liabilities that arise from your use of the Website or gaming activities. The Company is not liable for any unforeseen financial or reputational losses, including data loss, loss of income, or damage to reputation.

20.7. Gambling on the Website is intended for entertainment purposes only. You must understand that it should not be viewed as a source of income or a means to resolve financial difficulties. You are encouraged to monitor the time and money you spend on the Website, which you can do through your personal account.

20.8. If necessary, you may set limits on your spending or impose other restrictions such as «**Deposit**», «**Loss**», «**Bet**», «**Self-Limitation**», «**Self-Exclusion**» or «**Cooling-off**». To set these limits, please set them at your account or contact responsiblegaming@pinco.win. For additional support, you can reach out to organizations like Gamblers Anonymous, GamCare, and Gambling Therapy.

20.9. The Company, its directors, employees, partners, and service providers do not guarantee that the Website or software will be suitable for its intended purpose, free from errors, or accessible without interruptions. The Company will not be liable for any loss, cost, expense, or damage arising from your use of the Website or participation in the games.

20.10. You agree to fully indemnify and hold harmless The Company, its directors, employees, partners, and service providers from any costs, losses, damages, or claims arising from your use of the Website or participation in the games.

20.11. The Company reserves the right to make the final decision regarding any violations of these Terms and Conditions and to suspend or permanently ban you from using the Website if necessary.

21. TERMS VIOLATION

21.1. If you fail to comply with these Terms, you are responsible for covering any costs, debts, claims, and expenses (including legal fees) that arise as a result of your violation.

21.2. You agree to protect and hold harmless the Company, its partners, affiliates, directors, employees, and agents from any claims, damages, liabilities, costs, or legal expenses, including but not limited to:

- Your failure to adhere to these Terms.
- Any breach of law or infringement of third-party rights.
- Unauthorized use of your account by third parties, regardless of your approval.
- Unlawful receipt of winnings or any similar instances.

21.3. In the event of a violation, the Company reserves the right, at its discretion, to:

- Inform you (using your contact details) about the violation and request you to stop the activity causing the breach.
- Temporarily suspend your account to prevent further use of the Website.
- Block your account either with or without prior notice.
- Deduct any winnings, bonuses, or payouts that were credited to your account due to a substantial violation.

21.4. Additionally, the Company may remove your username and password if you fail to comply with any provision of these Terms.

22. COPYRIGHT AND INTELLECTUAL PROPERTY

22.1. We are the sole owners of the trademark of the Company and the logo. Any unauthorized use of the Company trademark and logo may result in prosecution.

22.2. The Website is the uniform resource locator of the Website operated by us, and no unauthorized use may be made of this URL on another website or digital platform without our prior written consent.

22.3. The Company is the owner or the rightful licensee of the rights to the technology, software, and business systems used within this Website.

22.4. The Website content is subject to copyright. The copyright in this Website, including all text, graphics, code, files, and links, belongs to the Company, and the site may not be reproduced, transmitted, or stored in whole or in part without our written consent. Your registration and use of our system do not therefore confer any rights whatsoever to the intellectual property contained in our system.

22.5. Links to the Website and any of the pages therein may not be included in any other website without the prior written consent of the Company.

22.6. You agree not to use any automatic or manual device to monitor the Website pages or any content therein.

22.7. Any unauthorized use or reproduction may be prosecuted.

22.8. The content available on the Website is protected by copyright and other intellectual property rights owned by the Company or granted by third-party copyright holders. You are permitted to download materials from the Website to a personal computer and print them solely for personal, non-commercial use.

22.9. By using the Website, you acknowledge that you do not acquire any rights to the intellectual property, including copyrights, trademarks, or trade secrets, owned by the Company or third parties.

22.10. You are not authorized to use, reproduce, or distribute any trade names, trademarks, logos, or other materials found on the Website under any circumstances.

22.11. You are accountable for any harm, costs, or expenses incurred because of engaging in unauthorized activities. Should you become aware of any such activities by others, you should immediately inform the Company and assist with the investigation by providing relevant information.

23. COMPLAINTS

23.1. If you have a complaint, you can email the Website customer support at support@pinco.win.

23.2. The Company will use its best efforts to resolve a reported matter promptly.

23.3. Our Support Department will address your concerns, and if they are unable to resolve the issue immediately, the matter will be escalated to the Company administration. You will be kept updated on the progress of the complaint. If the dispute remains unresolved after the Company administration's review, you have the option to contact relevant independent bodies, official gambling authorities, or licensing organizations.

23.4. Claims related to the results of any sporting event involving bets are accepted within 30 calendar days from the event's conclusion and only upon the presentation of official documentation of the results or a link to the event organizer's website that supports the claim.

23.5. For all claims related to any transfers of account funds, the sole recognized evidence is the transfer logs in the Company's system.

23.6. To clarify issues related to the incorrect display of the account balance or funds that weren't credited as winnings, a user should contact the support service within the next 30 calendar days. If the application is submitted after the expiration of 30 calendar days, the Company's administration determines whether it should be considered.

23.7. **Fair Play & RNG Assurance**: We are committed to maintaining fairness and transparency. The Company does not engage in any practices that alter or influence the outcome of games. By participating in our games, you acknowledge and agree to the following:

- The Company does not utilize any software to manipulate game algorithms or affect the probability of winning.
- All games on the Website are original content from licensed providers using certified gaming software. These providers use their own random number generators (RNGs), which are independently verified to ensure fairness and prevent tampering.
- In case of any discrepancies between the game results on your device and those on our server, the results recorded on our server are considered final and binding. Should there be a dispute, we may use your contact details to reach out to you for clarification.
- The balance reflected on your account is the actual amount stored on the Company's server, regardless of the amount displayed on your screen. This amount is final, and any losses caused by human or technical errors are not recoverable.

23.8. Please note that only the account holder may initiate a complaint. You cannot assign, transfer, sell, or delegate your complaint to a third party.

23.9. If a complaint is transferred to a third party instead of being handled by the account holder, the Company reserves the right to dismiss the complaint.

23.10. In the event of a dispute, you agree that the server logs and records will serve as the final authority in determining the outcome of your claim. If there is a discrepancy between the results shown on your screen and the server's recorded results, the server's records will take precedence. You acknowledge that our records will be conclusive in determining the details and outcome of your participation in any online game.

23.11. If we need to contact you regarding a dispute, we will use the contact details provided in your Player Account.

23.12. In the event of any discrepancy between the information displayed on a Player’s device and the data recorded on the Company’s servers, the data recorded on the Company’s servers shall prevail and be deemed final for the purposes of resolving any dispute.

24. COMPLAINTS PROCEDURE

24.1. A Player has the right to submit a complaint regarding the use of the Website, participation in games, wagers, settlements, bonuses, or any other matter related to the services provided by the Company.

24.2. Complaints may only be submitted by the registered Player who is the holder of the Player Account to which the complaint relates. Complaints submitted by third parties shall not be accepted.

24.3. Complaints must be submitted free of charge within six (6) months from the date of settlement of the wager or from the occurrence of the event giving rise to the complaint.

24.4. Complaints shall be submitted in writing using the Company's designated complaint submission form/

24.5. The Company shall assess and respond to complaints within four (4) weeks from receipt. Where necessary due to complexity, this period may be extended once by an additional four (4) weeks, with prior written notice to the Player.

24.6. Complaints related to responsible gaming matters shall be prioritised and handled as promptly as reasonably possible.

24.7. The Player shall receive a reasoned written decision on the outcome of the complaint.

24.8. A complaint shall be deemed resolved once the Company has issued its final written response. The Player must exhaust the internal complaints procedure before seeking alternative dispute resolution.

24.9. The Curaçao Gaming Authority (CGA) does not resolve individual player complaints. However, Players retain the right to contact the CGA in relation to regulatory concerns, including alleged breaches of license conditions.

25. DUTIES

25.1. The Company reserves the right to assign or otherwise lawfully transfer its rights and obligations under the Terms. You shall not assign or otherwise transfer your rights and obligations under these Terms.

26. PROMOTIONS: TERMS & CONDITIONS

26.1. Every individual promotion will come with its own set of specific promotional terms and conditions (Promotional Terms) in addition to these Terms. You should therefore read these Terms in combination with the applicable Promotional Terms for any competition, bonus, or promotion you wish to enter.

26.2. By participating in promotions, you agree to be bound by these Terms and Promotional Terms.

26.3. If for any reason, a promotion does not have the Promotional Terms, such promotion will by default be governed by these Terms.

26.4. Each of the Promotion Terms regulating the implementation of any promotion is independent of the rest of the Terms. In case one of the provisions is unsuitable or incorrect, the remaining Promotion Terms remain in force.

26.5. Participation in a promotion will be deemed to constitute full and unconditional acceptance of the Terms which includes these Promotional Terms and any applicable Promotional Terms and that our decisions are final and binding in all respects.

26.6. The Company reserves the right to terminate or cancel any current promotion without prior notification. Any user who infringes the Promotional Terms will be disqualified from any reward derived from said promotion.

26.7. The Company has the right to withhold any credits, bonuses, coupons, loyalty points, or prizes awarded as part of a promotion at its own discretion.

26.8. The Company has the right to inform users about current promotions or any updates by e-mail, SMS, chat, WhatsApp, social media, mobile phone, Internet browser notification, or mobile application.

26.9. The Company disclaims any liability for inaccurate information, whether caused by the Website, user's equipment used in a promotion, or by human or technical errors related to the submission of entries.

27. RULES FOR PLAYING GIFT BOX PROMO

27.1. To take part in the promo, you must check your gift box issued to you after placing bets at the casino. Information about your issued gift boxes can be found in the Gift Box section of the User account. The prize won by the user is determined at the time the ticket is checked.

27.2. If a user abuses Gift Box promo conditions, the administration reserves the right to bar the user from participating in the promotion, cancel all their winnings, or block their account.

27.3. Bonus prize wagering requirements: x70 of the received bonus sum. Time to meet the requirements: 24 hours from the moment the bonus is credited. Maximum bonus payout: x10 of the bonus received.

27.4. The range of prizes available in the gift box is subject to change. Non-cash prizes may be issued in cash equivalent instead.

27.5. Non-cash prizes will be issued within 30 business days from the moment a request from the winner is received. If the winner of a non-cash prize fails to collect it within 60 days from the moment they won it, i.e., if they haven't provided requested documents or for any other reason outside the website administration's control, the winner loses their right to collect the prize.

27.6. The gift box is valid for 10 days from its receipt date.

27.7. The maximum number of gift boxes that can be received per day: 10.

27.8. The maximum number of unchecked gift boxes per account: 100.

27.9. The maximum bet amount spent on one spin counted towards getting a gift box: € 6.

27.10. Bets made in order to receive a gift box only count when placed at slots that count towards wagering requirements.

27.11. Unchecked gift boxes are deleted upon funds withdrawal or transfer.

28. BONUS RULES

28.1. A bonus is awarded to the Bonus Balance.

28.2. After a deposit has been made and any associated bonuses credited, real money will be used first. To enter the slot and play for real money, the Main Balance must be at least € 0.5. When your remaining Main Balance is less than € 0.5, the Bonus Balance will become available to continue playing.

28.3. When the wagering requirements for the bonus are met the bonus amount is transferred to the Main Balance and may be withdrawn at any time.

28.4. The bets placed on the games participating in the bonus program are taken into account when fulfilling the bonus wagering requirements regardless of whether they are placed with real or bonus funds and can be made using bonus funds.

28.5. Bets made using video slots count towards the bonus wagering requirements, with the exception of the slots listed below.

28.6. The following games cannot be used to play with the bonus balance and are not taken into account when fulfilling the bonus wagering requirements regardless of whether the wager is placed with real or bonus balance, with the exception of crash games, for which a special accounting procedure applies as set out in paragraph 24.16.1.:Mini Roulette, Plinko, Goal, Dice, Aviator, TnT Tumble, The Great Pigsby, Snake Arena, Ramses Revenge, Powerspin, Multiplier Odyssey, Money Train, Money Train 2, Marching Legions, King of Kings, Iron Bank, Hellcatraz, Incan Adventure, Gems Bonanza, Telly Reels, Gold Diggers, Dr. Jekyll & Mr. Hyde, The Curious Machine Plus, Lucky Fridays, Choco Reels, Infinity Hero, Golden Kingdom, 1429 Uncharted Seas, Wolf Legend Megaways, Vikings Unleashed Megaways, Valletta Megaways, Legacy of Ra Megaways, Genie Jackpots Megaways, Monkey Warrior, Great Book Of Magic Deluxe, Cloud Quest, Energoonz, GEMiX, Holiday Season, Moon Princess, Mystery Joker 6000, Pimped, Reactoonz, Rise of Olympus, Sweet Alchemy, Tower Quest, Viking Runecraft, Wizard of Gems, Carnaval Forever, ChilliPop, Football Star, Mustang Gold, Hot Fruits 20, Go Wild HD, Pandas Fortune, Black Mummy, Wolf Gold, Jackpot 6000, Secret of the Stones, Blood Suckers, Aztec Secrets, The Angler, Sin City Nights, 4 Seasons, 7th Heaven, Pinocchio, Sugar Pop, Puppy Love Plus, Gypsy Rose, True Illusions, The True Sheriff, After Night Falls, Ned and his Friends, Great Rhino, Fairy Dust Xtreme, Space Hunters: Shoot for Cash, Book of 99, Tiger and Dragon, Extra Chilli, JetX, JetX3, Cappadocia, Golden Stallion, WBC Ring of Riches, Buffalo Boost, Cricket X, Take Santa's Shop, Take the Kingdom, Take the Bank, Razor Shark, Magic of Sahara, Beautiful Bones, White Rabbit, Pearls of India, Eye of the Kraken, Three Musketeers, Fluffy Rangers, Rocket Stars, Rome: Caesar's glory, Rocketon, Solar Queen, Crash, Alkemor's Elements, Football Manager, Aviatrix, Book of Santa, 1 Reel Halloween, 1 Reel Wolf Fang, 1 Reel Xmas, 1 Reel Monkey, 1 Reel Patrick, 1 Reel Golden Piggy, 1 Reel Joker, 1 Reel Panther, 1 Reel Demi Gods IV, 1 Reel Demi Gods III, 1 Reel Demi Gods II, 1 Reel Reef, 1 Reel Buffalo, 1 Reel Fruits, 1 Reel Egypt, Lucky Crumbling, 1

Reel Majestic King, Wildlife Riches, 1 Reel Elves, 1 Reel Thanksgiving, Choco Reels Easter, Nordic Fire, Expanding Fireworks, Win Blaster Christmas Edition, Wild Rubies Christmas Edition, Take 5 Christmas Edition, Maaax Diamonds Christmas Edition, Ramses Book Christmas Edition, Divine Fire, 20 Flaring Fruits, Mayan Fire, 5 Flaring Fruits, Royal Seven Ultra, Lava Lions, Monkey Mania, Sevens & Books, Win Shooter, Win Blaster, Wilds Gone Wild, Wild Rubies RHFP, Wild Rubies GDN, Wild Rubies, Wild Rapa Nui, Western Jack, Tower of Power, The Mighty King, The Expandable, The Book Beyond, Take 5 RHFP, Take 5 GDN, Take 5, Super Duper Cherry RHFP, Super Duper Cherry, Sunny Sevens, Sticky Diamonds RHFP, Sticky Diamonds, Stacks of Jacks, Simply the Best, Shogun's Secret CCS, Shogun's Secret, Savanna Moon, Royal Seven XXL RHFP, Royal Seven XXL, Royal Seven GDN, Royal Seven, Roman Legion GDN, Roman Legion Extreme RHFP, Roman Legion Extreme, Roman Legion, Ramses Book RHFP, Ramses Book Respins of Amun Re, Ramses Book GDN, Ramses Book, Pharaos Riches RHFP, Pharaos Riches GDN, Pharao's Riches, Phantom's Mirror, Old Fisherman, Night Wolves, Mighty Dragon, Magic Stone, Maaax Diamonds GDN, Maaax Diamonds, Land Of Heroes GDN, Land Of Heroes, La Dolce Vita RHFP, La Dolce Vita GDN, La Dolce Vita, King & Queen, King Of The Jungle RHFP, King Of The Jungle GDN, King of the Jungle, Hellfire, Great Warrior, Golden Touch, Golden Egg of Crazy Chicken CCS, Golden Egg of Crazy Chicken, Glamorous Times, Gates of Persia, Fruit Rush, Fruit Mania RHFP, Fruit Mania GDN, Fruit Mania, Fruit Love, Fort Brave, Forever Diamonds, Fancy Fruits RHFP, Fancy Fruits Respins of Amun Re, Fancy Fruits GDN, Fancy Fruits CCS, Fancy Fruits, Explodiac RHFP, Explodiac, Duck Shooter CCS, Duck Shooter, Dragon of the Princess, Disc of Athena, Cutie Cat CCS, Cutie Cat, Crystal Strike, Crystal Burst XXL, Crystal Ball RHFP, Crystal Ball GDN, Crystal Ball, Books & Temples, Books & Bulls RHFP, Books & Bulls GDN, Books & Bulls, Books and Pearls Respins of Amun-Re, Books and Pearls, Book of Romeo & Julia, Book of Romeo and Julia GDN, Book of Madness Respins of Amun-Re, Book of Madness, Book of Crazy Chicken GDN, Book of Crazy Chicken, Book of Ages, Black Beauty, Beautiful Nature, Back to the Fruits Respins of Amun Re, Back to the Fruits, Aura of Jupiter CCS, Aura of Jupiter, Atlantic Wilds, Ancient Riches RHFP, Ancient Magic, 40 Finest XXL, 1 Reel Mammoth, Solar Temple, 1 Reel Shamrock, 5 Ember Wilds, 100 Flaring Fruits, Solar Queen Megaways, Magnify Man, 1 Reel Baba Yaga, Devour the Weak, Caribbean Treasure, Genie's Bonanza, BINGO STAXX Amazon Fury, Poseidon Xtreme, Ed Jones and Book Of Bastet - Xtreme Deluxe, Fruity Beats - Xtreme, Ed Jones and Book of Seth Xtreme, Fairy Dust Xtreme, 1 Reel Beauty, Multi Charm, 1 Reel Hawaiian Bliss, Penalty Shoot Out, Solar King, Golden Beauty, Golden Tour, Age of Conquest, Gods of Troy, Fire Gnomes, Star Stretch, Sea Raiders, Santa Pets, Lone Rider XtraWays, Jelly Mania XtraStreak, Candy Gold, Full Moon Magic, Mad cars, Crystal Land, Juice inc, Treasures of Fire: Scatter Pays, Jack Potter, Inca Son, fruity book, Jack Potter X-MAS, Jack Potter Deluxe, Book of bamboo, book of eye, lucky punch, lord Fortune 2, Magic oak, Egyptian Dreams Deluxe, Pumpkin Patch, London Hunter, Santa's Village, Knockout Football, Presto!, Jump!, Bomb Runner, Happiest Christmas Tree, Bonanza Billion, Maneki 88 Gold, Dwarfs Gone Wild, Guises of Dracula, Spinfinity Man, Take Olympus, The Hive, Mystic Hive, Lava Gold, Reel Hero, Power of Gods: the Pantheon, Power of Gods Hades, Football Mania, Neon City, Butterfly Lovers, Larry the Leprechaun, Football Mania Deluxe, 9 Lions, Black Horse, Sonic Reels, Fruit Mania, Fruit Mania Deluxe, Hot 777 Deluxe, Hot 777, Vegas Reels II, 9 Burning Stars, Mighty Symbols: Crowns, 9 Coins Grand Platinum Edition, 12 Coins, 15 Coins,

Burning Sun Extremely Light, Queen Of Gold, Lucky New Year, Boat Trip Mississippi, Fall of the Beast, Fruit Loop, Aztec Emerald, Night of the Living Tales, Redrose Sanctuary Bonus Buy, Forgotten Fable, Talismans of Fortune, Mega Greatest Catch Bonus Buy, Save the Hamster, Across the Universe, Princess & Dwarfs, Bastet and Cats, Anksunamun: the Queen of Egypt, Primal Bet. RockWays, DEEPSEA RICHES, Cleopatra's Gems Rockways, Gemz Grow, Legioner, Mermaid's Bay, Red Horde, GREEDY GREENSKINS ROCKWAYS, Lions Pride, Rocket Chimp Jackpot, Dead Man's Gold, Buccaneer Royale, Buffalo Hunter, KD: BBQ Frenzy, KD: Sushi Mania, Redrose Sanctuary, Gold Hit: Dragon Bonanza, Forest Spirit, Tiki Tiki Boom, Beach Invaders, Kochbuch, Egypt King, 1 Reel - Fruits Craze, Rainbow Burst Book of 8 Riches, Wolf Haven, Quest Of Gods, Blazing Tiger, Viking Crusade, Enter the Vault, Grand Express: Action Class, Clovers of Luck, Grand Express: Diamond Class, Alice in the Wild, Loco Habanero, Mayan Blaze, Prosperity Journey, Mucho Loco Habanero, More Dragon Ladies, Mice & Magic Wonder Spin, Grand Express Fiesta, Billy Bob Boom (Booming), African Spirit Sticky Wilds (3oaks), Jinn Wishmaster, Reliquary Of Ra: Impact Of Cleopatra, Wild Heart (Bgaming), Double Rainbow, 1 Reel - Medusa, Take the Vault - Hold & Win, 4Squad, 10 001 Nights, Diamond Blitz, Golden Cryptex, Piggy Riches MegaWays, Wings of Ra, Zeus Lightning Power Reels, Dynamite Riches Megaways, Siren's Riches, 1 Reel - Classic, Fa Fa Babies, Egyptian Rebirth II - Frozen Flames, Egyptian Rebirth II 10 Line, Egyptian Rebirth II, Egyptian Rebirth II Expanded Edition, Egyptian Rebirth II: Mummy's Return, 9 Coins Grand Diamond Xmas,9 Coins Grand Diamond Edition,9 Coins Grand Diamond Love The Jackpot ,12 Coins Grand Gold Edition,15 Coins Grand Gold Edition,16 Coins,16 Coins Grand Gold Edition,16 Coins Halloween Edition,16 Coins Love The Jackpot,16 Coins Xmas,20 Coins,25 Coins,777 Coins,Arctic Coins: Running Wins,Sizzling Eggs Halloween Edition,Crystal Scarabs, Oriental Dragon, 3 Hot Chillies, Royal Coins 2: Hold and Win, Black Wolf 2, More Magic Apple, Energy Coins: Hold and Win, Razor Returns, 9 Bells, 9 Bells Love the Jackpot, Coin Volcano, Carnaval Alegria, Dynamite Riches, Jingle Bells, Lucky Halloween, Pirates Plenty, Ra's Legend, Atlantis, Diamond Explosion 7s, Coin Up : Hot Fire, Green Chilli 2, Diamonds Power: Hold and Win, 25 Coins Easter, Tiger Jungle, Fortune Rabbit, Power of Gods: Valhalla, Aztec Fire 2, Royal Joker: Hold and Win, Sky Pearls, Gold Nuggets, 3 Magic Lamps: Hold and Win, Sun of Ra, Luxor Gold: Hold and Win, Green Chilli, Egypt Fire, Heimdall's Gate Cash Quest, Clover Blitz Hold and Win, Blessed Dragons Hold and Win, Double Joker, Flaming Scarabs, Hyper Blitz Hold and Win, Xmas Lightning, Santa Blitz Hold and Win, Big Bounty Bill BoomBoom, Fortune Ox, Sun of Egypt 4, Fortune Tiger, Rio Gems, Hit More Gold!, Fire Temple: Hold and Win, Lion Gems: Hold and Win, Jade Coins, 9 Coins, Power Crown: Hold and Win, Hit the Gold!, Aztec Fire, Zeus Rush Fever Deluxe, Mighty Wild: Panther, 3 Lucky Rainbows, Action Boost 3 Lucky Rainbows, Kickoff, Fortune Mouse, Immortal Ways Diamonds, Mighty Fish: Blue Marlin, Mighty Wild: Panther Xmas, Princess Of Pearls, Clover Charm: Hit The Bonus, Native Spirit, Alice And The Mad Respin Party, Golden Tree, Cash Kingdom, Carnival Cat: Bonus Combo, Rich Piggies: Bonus Combo, Sizzling Eggs, Sizzling Eggs Extremely Light, Sizzling Eggs Football Edition, Mighty Wild: Panther Grand Gold Edition, Mighty Wild: Panther Halloween Edition, Mighty Wild: Panther Easter, Agent 51, Age of Dragons, Age of Dragons Mini-Max, Age of Huracan, Age of Ice Dragons, Bangkok Dreams, Beers on Reels, Big Bounty Bill, Blazing Bull 2, Blazing Bull: Cash Quest, Blazing Bull, Blazing Bull Remastered, Blood Moon Express, Burning Diamonds, Caribbean Anne, Cosmic Charms, Crystal Cavern, Desert Gem, Dino Odyssey, Divine

Gongs, Doctor Electro, Ducks Till Dawn, Firedrake's Fortune, Fire Eagle, FruitMax: CashLinez, Gates of Babylon, Gates of Babylon Mini-Max, Goblins & Gemstones: Hit 'n' Roll, Goblins & Gemstones, Gold Fire 7s, Griffin's Quest, Griffin's Quest Xmas, Heimdall's Gate, Holmes: Reel Detective, Hong Bao, Jewels of Jupiter, Joker Fortune Blitz, Joker Lanterns Hit 'n' Roll, Joker Lanterns, Joker Leprechauns Hit'n'Roll, Joker Leprechauns, Joker Max: Hit 'n' Roll, Joker Max Hit'n'Roll X-mas Edition, Joker Supreme, Joker Supreme Xmas Edition, Joker Times, Joker Times Xmas, Legend of Senteng, Lightning Fortune, Maui Millions, Megaways Duel of the Dead, Mermaids Galore, Miami Bonus Wheel Hit'n'Roll, Midas Treasure, Monkey God, Pearls of Aphrodite, Pyro Pixie, Rumble Ratz Megaways, Safari Chase: Hit 'n' Roll, Sky Hunters, Speakeasy Boost, Super Size Atlas, Tree of Gold, Wildcraft, Wilds from the Crypt, Zombie Queen, Legacy of Oz, Gold Hit: Shrine of Anubis, Lord of the Seas, 20 Coins Easter, Hope Diamond, Tumble Dwarf, Royal Goose, REEL RUSH 2, Lion on Ridge, Mega Dragon, Rainbow Jackpots Power Lines, Rio Stars, Treasure Mine, Leprechaun's Magic, Golden Leprechaun, Gems Gone Wild Power Reels, Grand Wheel, Pirates Plenty Battle For Gold, Rainbow Jackpots, Reel Heist, The Wild Hatter, Thor's Lightning, Vault of Anubis, Wild Wild Chest, Wonders Of Christmas, Thimbles, Barbarian Treasures, Egyptian Wilds, Wild Circus, Tiki Fruits, Stage 888, Piggy Pirates, Lucky Little Devil, Jack in a pot, Aztec Spins, Reel King Mega, Lucky Valentine, Mystery Reels Mega Ways, Lucky Easter, Mystery Reels, Golden Temple, Gold Hit: O'Reilly's Charms, Little Farm, Christmas Fortune, Book of Oz: Lock n Spin, 30 Coins, Hot Slot: Magic Pearls, Book of Faith, Arabian Spins, Larry the Leprechaun Easter, Wizards Want War, Fishing for Cash, Dragon's Blessings Prosperity, Rome: The Golden Age, The Legend of Musashi, Bingote, Sultan Spins, Jellyfish Flow, Arctic Hunt, Curse Of Ra, Cash Carts Western Wagons, Riptide Pirates, Catch N Cash, Elephant's Gold: Bonus Combo, Fishin' Bear, Machina PrizeMatch, Bang Bang Reloaded, Midas Links: Running Wins, Bomb Squad, Candy Tower, Magnificent Power Wolf Fire Spirit, Ramses Blitz Hold and Win, Gold Trio: Football, Juiced DuoMax, 20 Coins Score the Jackpot, 30 Coins Score the Jackpot, 36 Coins Score the Jackpot, 9 Coins Grand Platinum Edition Score the Jackpot, Egypt Coin Link: Running Wins, Lamp of Wonder, Wild Wild Bank, London Tube, Guns And Dragons, Towering Pays Valhalla, Lucky Fish, Cash Ultimate, Lord of The Seas, Larry the Leprechaun Easter, Honey Hunters, Immortal Ways Sweet Coin, Action Cash Lightning Bounty, Kingfisher, Riot 2: Burn and Blow, Vikings Go To Hell, Forge of Hephaestus, Moooving Wilds, Crypts of Fortune, Aztec Legend, Neptunes Champions, Jin Yun Man Man, Big Buzz, Action Boost Treasure Trove, Super Sticky Piggy, Fishing Club, Jammin Jars 2, Gladiator Clash, 36 Coins, Mexican Coins: CASH UP, Lucky Rumble Power Surge,Goal Strike Rising Rewards, Sky Raiders POWER COMBO, Lucky Lemons, Grand Mariachi, Victoria Wild, Light Dance, Planet Rocks, Knockout Football Rush, Knockout Football, Queen of Spades, Bankrush Bonanza, Alchemistress, Coin Fever, Temple of Tollan, Oink Farm 2, Pizza Fiesta, Dragon Trio Bonus, 3 Cherry Frenzy, Gold Boom, Stallion Kingdom, Pegasus Cash Spree, Day Of The Dinero, Golden Forge, 3 Carts of Gold: Hold and Win, Fortune Coin Link: RUNNING WINS, Emperor of India, Coins Of Alkemor - Hold & Win, Mythos, Western Wilds Megaways, Pirots 3, Royal Nuts, Vikings Go To Egypt Wild Fight, Holy Heist, Sky Coins, Joker HitnGoal, Cash Strike Hot Stepper, VIKINGS FIGHT FOR HONOURl, Golden Teapot, Bison Boom, Triple Money Jackpot, EGYPT LINKS: RUNNING WINS, Go High Panda, Splash of Riches, Stellar Stars, INFERNO FIREBALLS 2: RUNNING WINS, Super Hot Chilli, Destiny Joker Megaways, Sticky Coin: Hold The Spin, Champion Blitz Hold and Win, Coin

UP: Lightning, Luxor Relics, Buffalo Collector, Amazing Legends Lucky Devils, Wild West TRUEWAYS, 12 Masks of Fire Drums, Lion on Ridge, 3 Porky Banks Hold & Win, Fruit Invaders, Fishing Floats Connectify Pays, Bling Bling Penguin: Ice On The Beach, Fa Fa Babies 2, 9 DRAGON BALLS: CASH UP, Candy Combo - Power Combo, Stars Bonanza, 24 Coins, 3 Lucky Minecarts Hold and Win, 1 Reel - Queen Of Water, 1 Reel - Demi Gods V, 1 Reel Queen Of The Forest, 1 Reel - Jarptitsa Unleashed, Striking Diamond Link: RUNNING WINS, Pig City Life, ANDVARI THE GOLDEN FISH, Egyptian Deity, Magic Spins Love the Jackpot, Ammit Treasure, Burning Sun, Burning Sun Easter, Burning Sun Extremely Light, Ancient Fortunes Minotaur Rising, Turtle Paradise, Piggy Power: Hit the Bonus, Mighty Symbols: Jokers, Eagle Strike Lucky Cache, Majestic Fury Megaways, Fruits & Coins, Take the Shot, Magic Spins Xmas Edition, Magic Spins, Wild Wild Bank, Get The Gold Infinireels, Mermaids, One Coin, Magnificent Power Bastet, 9 LIONS XMAS EDITION,WILD LAVA, SAVAGE LION, WILD O'CLOCK, NEW YEAR HAPPINES, IN THE FOREST, TICKET TO WILD, THE WISECRACKER LIGHTNING, VIKINGS: THE SAGA OF FENRIR, Fire and Roses Joker 2 All-In, 9 COINS HALLOWEEN, Fly!, Kingfisher Rising, Golden Brew, Twofold the Gold, Wanted Unusual Suspects (Games Global), 3 Crazy Tikis, MIGHTY WILD: PANTHER GRAND DIAMOND EDITION, MIGHTY WILD: PANTHER GRAND PLATINUM EDITION, 1 Reel - Rooster Mayhem, Fruity Mania, Light Dance, Planet Rocks, 12 Coins: Grand Platinum Edition, King Kong Cash Even Bigger Bananas 2, Luck Rush Express, Raging Gods: Olympus Power Combo, Feather Fury, Aztec Legend, Crypts of Fortune, Moooving Wilds, Victoria Wild, Victoria Wild Deluxe, Luck of Panda: Bonus Combo, Luck of Panda: Bonus Combo, Saturn Spins Power Combo, Action Boost Max Dragons Cache, Cash Flip Medusa, JUDGES RULE THE SHOW!, Million Zeus 2, Guardians of Luxor 2, Million Christmas 2023, Halloween Wins, Million 777 Hot, Super 30 Stars, Million Vegas, Captain Wild, Million Christmas Minigame, Million 777 Wheel, Vikings Journey, Lucky Adam, Super 25 Stars, Guardians of Luxor, Burning Chilli, Lady Forest, Million Zeus, Million Dracula 2, Million 88, Ways of the Samurai, Super 20 Stars, Tommy Guns Vendetta, Nefertitis Riches, Parrot Bay, Super 15 Stars, Loreleis Pearl, Solomon the King, Tiger and Dragon, 36 Coins Halloween Jackpots , 9 Lions Hold the Jackpot Halloween Jackpots (Wazdan), Mighty Wild: Panther Grand Diamond Edition Halloween Jackpots, 20 Coins Halloween Jackpots, Chests of Cai Shen, Zeus Lightning Riches Power Combo, Cash Cubes Trio Bonus, 5 Families, 10 001 Nights MegaWays, Wild Phoenix Rises, Titan Strike, SHOGUN, 3 Coin Treasures, Jackpot Joker, Zeus, Witches Night, Golden Temple, Devil Fire, Ocean King Jackpot, MiniFlush, Fortune Monkey, Aztec Priestess, Crazy777, Samba, Bonus Hunter, Bone Fortune, Mayan Empire, Happy Taxi, Gold Rush, Thor X, Book of Gold, World Cup, Elf Bingo, Fortune Gems 2, Sweet Land, Master Tiger, Wild Ace, Golden Joker, Pirate Queen, Neko Fortune, Wild Racer, Medusa, Magic Lamp, Candy Baby, XiYangYang, Lucky Goldbricks, Fortune Pig, Golden Bank, Golden Queen, Money Coming, Charge Buffalo, Fortune Tree, Fa Fa Fa, Chin Shi Huang, Seven Seven Seven, Shanghai Beauty, Bubble Beauty, Golden Empire, Boxing King, Lucky Coming, Super Rich, Party Night, RomaX, TWIN WINS, Pharaoh Treasure, Fortune Gems, Agent Ace, Ali Baba, Jungle King, Primate King Megaways, Primate King, Monsterville Secrets, 333 Boom Banks POWER COMBO, Bonanza Rush Express, 9 COINS: GRAND GOLD EDITION, 9 COINS XMAS, 9 Coins Love the Jackpot, 9 Coins Extremely Light, VALKYRIE WILD STORM, KNIGHT RIDER VIDEO SLOT, Wild Hot Chilli Reels, Zaida's Fortune, Hot Slot: 777 Cash Out Grand Diamond Edition, 1 Reel - Majestic

Wild Buffalo, BOOM PIRATES FIGHT FOR GOLD, 4 Fantastic Vikings Go Fishing, Lightning Clovers: Hit the Bonus, Candy Loop, Lucky Loser, Hades Power, Rising Rewards, Alchemy Blast, Nugget Frenzy, Valkyrie, 100 Shining Stars, Pharaoh II, Infinity gems, Book of Set, Cherry Hot, Fruit Queen, Apples shine, 5 Hot hot hot, Halloween, Double Hot, Seven Hot, Aliens, 100 Blue Star, 100 Mega Hot, Green Hot, Santa,SunCity, Fools Day, Panda, Luck of Tiger, DEVILS HOT POTS, Chance Machine 5, Chance Machine 20, Chance Machine 20 Dice,Chance Machine 40, Chance Machine 100, Piggy Tap, SIzzling Bells, Sizzling Kingdom: Bison, Sizzling Moon, Coins of Zeus - Hold & Win, Rich Wilde and the Pearls of Vishnu, Diamond Doggies, Diamond Rush Express, Runaway Rhino, Blazing Bison: Gold Blitz Extreme, Saint Nicked 2, Samurai Spin Kenji, Kingfisher Winterborn, Inferno Fortunes: Rising Rewards, Reel - Golden Rush, Piggy Coins, Pot of Luck Hold and Spin, Pinata Burst, Area Link Luck 4 Lucky Charms, Gladiator Spoils of Victory, Mighty Wild: Panther Grand Platinum Edition Santas Jackpots, Mighty Symbols Jokers Santas Jackpots, 25 Coins Santas Jackpots, 16 Coins Grand Gold Edition Santas Jackpots, Delights of Olympus, Jingle Coins: Hold and Win, Merry Giftmas: Hold and Win, China Festival, King kong Cash Even bigger Bananas Christmas, TRINITY GOLD LINK: RUNNING WINS, Gladiator Ways, 333 Jolly Fat Frogs POWER COMBO, Ultimate Golden Dragon Inferno - Hold & Win, Piggy Trust, 25 Cookies: Hit the Bonus, Gold Hit & Link: Tiger Jones, Gold Hit & Link: JP Bacon & CoBunny Loot, Treasure Tiles Scarab, Apex Strike Lucky Cache, SPOOKY COIN: HOLD THE SPIN, Yellow Slotmarine, Power of Gods: Medusa Extremely Light, Power of Gods: Medusa, Power of Gods: Medusa Easter, Power of Gods: Valhalla, Power of Gods: Valhalla Extremely Light, Gold Blitz Ultimate, HOUSE OF SPINS, Bass Cash Christmas X UP, 20 Coins Grand Gold Edition, Jolly Bonus Wins, Lucky Streak 1000, Knights of the Golden Egg, Juicy Coins: Hold and Win, Tiny Toads, Diamond Explosion Christmas Tango, 3 Porky Banks Christmas, Lil Sphinx, Dragonz 2, Super Santa Link: RUNNING WINS, Golden Fish Tank Party, Mighty Wild: Jaguar, J.U.I.C.E Trio Bonus, Ammit Arctic Freeze Power Combo, 1 Reel - Xmas Magic, Jolly Santa, Sea of Wealth, Christmas Rush Express, Granny Disco Frenzy, Blazin Guns, Riptide Fishing, Xmas Invaders, San Chong BaoZha Red: Bonus Combo, Totem Token, 12 BELLS, IMMORTAL WAYS DIAMONDS EASTER, Piggy Bonanza, 3 Pots of Egypt, 3 Egypt Chests, Arcade, Medieval Warfare, Four Seasons, Book of Wealth III, Hot Slot: 777 Cash Out Grand Platinum Edition, 3 Pots Riches: Hold and Win, Stellar Jewels Power Combo, Moon Of Fortune, 12 Coins Grand Diamond Edition, Grizzly Strike Lucky Cache, APE RULEZ, Aztec Might Cash Spree, Cyber Attack, 3 African Drums, Mighty Wild: Jaguar Love the Jackpot, 36 Coins Love the Jackpot, Mighty Wild: Panther Grand Diamond Edition Love the Jackpot, Power of Gods: Hades Love the Jackpot, Sweet Beast Power, Combo, The Divine 12th, The Emperors Curse, Don Mafioso, Fire and Roses Jolly Joker, More Unusual Catch, Age of Conquest Diamonds & Dragons, Power Coin: TRINITY SERIES, Go High Puppy Love, Big Bad Buffalo: Thunderstruck, 100 Shining Stars,Halloween, Hot Pepper,Book of Set, Pharaoh II, 100 Hot Pepper, Infinity gems, Cherry Hot, Egypt, Double Hot, 100 Blue Star, 100 Mega Hot, Aliens, Fruit Queen, Apples shine, Hot Pepper 6 reels, Green Hot, Santa, SunCity, Hot Clover, Valkyrie, Fools Day, Panda, 40 Hot Pepper 6 reels, Red Crown, Seven Hot, 5 Hot hot hot, Merry Christmas, Around the World, ToTheMoon, Big Five, Bitcoin, Big Foot ,Blue Star, Blue Star 6 reels, Claude Monet, Casino, Crown, Crystal skull ,Double Ice, Dream catcher 6 reels, Edouard Manet, Dream catcher, Extra spin, Keno Fast, Firefighters, 5 Lucky Clover, 50 Apples shine, Grand Theft, Gems, Extra spin II, Aces and Faces, 50 Gems, Hieronymus

Bosch, Anonymous, AI, Arabian Nights, Aladdin, Hokusai, Arabian nights 2, 100 Crystal Skull, Ice Cream, Ice Cream 6 reels, 100 Dream catcher, Ice Fruits, 100 Ice Cream, 100 Dream catcher 6 reels, Ice Fruits 6 reels, Ice ice ice, 100 Ice Cream 6 reels, 100 Ice Fruits, 100 Ice Pepper, Ice Pepper, Ice Queen, 100 Jokers, 100 Lucky Clover, 20 Lucky Clover, Jewels, 100 Mega Shine, 20 Lucky Clover 6 reels, 40 Big Foot, Ice Pepper 6 reels, 40 Blue Star 6 reels, 40 Ice Pepper 6 reels, 40 Ice Fruits 6 reels, Jacks or Better, 40 Lucky Clover 6 reels, 40 Lucky Clover, 40 Super Hot 6 reels, 3 Lucky Gators, Stars Collector, Cairo Connectify Pays, Cairo Connectify Pays, Billionaires Bank, Trump It Coin Link: RUNNING WINS, 9 Lives of the Nile, Dragons' Lock, 3 Lucky Rainbows Action Boost Max, 3 Luxor Pots: Hold and Win, Give Me Gold: Rising Rewards, 16 Coins Grand Platinum Edition, Pip & Pippas Pots of Plenty, Christmas Link Express: Hold & Win, Twin Cash: Hold & Win, Cash On Wheels: Hold & Win, The Great, Jackpot Expedition, 12 Treasures: Aztec Riches, 5 Star Coins Hold & Win, Links of Glory, Fruity Diamonds 2 Hold and Spin, Thunder and Love, Mexican Mania: Hot Bonus, 3x 2x Fire and Roses Joker, Goons Gone Wild, Tropical Thunder, 1 Reel - Cupids Charm, Stellar Gold, Immortal Ways Diamonds SE, 777 Hot Reels: Supercharged, Hot Charge, Gems Claw Xtreme, Coins of Ra Power - Hold & Win, 3 Numbers, Coin Lamp, Hot Slot: 777 Gold Crown, 3 Chillies and Joker: Hold and Win, Titan Power Wild, Amazing Legends Olympus, Cop the Lot Megaways Power Play, Luckys Wild Pub, Dynamite Trio, Power Vault, Wolf Prime X UP, Midgards Fortune Megaways, 3 Leprechaun Charms, Patricks Luck: Hold The Spin, Hot Slot: Gold Coins, Loki Power Combo, Crazy Streamer, Mad Slot, Carnival Riches, 10000X Gold, Charming Coin Link: RUNNING WINS, Bank Busters: The Big Score, 3 Plucky Hens, Dice Club, Kingfisher of the Caribbean, Rome Fight For Gold Eternal Empire, Jackpot VIP, Double Beef Up The Bonus, Area Link Bank Blast, Trinity Diamond Link: RUNNING WINS, Jewelling Diamonds, Bass Cash Deluxe, Majestic Coins, Black Sails Wild Seas, Dynamite Trail: Hold & Win, Magnificent Power Gold, Lucky Bacon: TRINITY SERIES, Lamp of Wishes, Savage Jungle, Pinata Explosivo, DRAGONS OF ARCANE WILD, Super Cash Boost: Hold & Win, Candy Boom, Sweet Dream Bonanza, Alice WonderLuck, Hold The Gold Fortune, 3 Golden Baskets: Treasure Tides, Piggy Prizes: Wand Of Riches 2 Buy Bonus, Enchanted Genie Power Combo, Shamrock Bonanza, Fish Tales Monster Bass, Go High Joker, Charge the Clovers: Hit The Bonus, 3 Clover Pots Extra, 3 Glittery Diamonds, Dawn of Anubis, ICONIC Fruits Hold & Win, 1 Reel - Patricks Day Craze, Triple Pot Gold, Boomstick Bill, Blooming Mystery, Sugar Craze Rising Rewards, Vegas Blitz: Hold & Win, Bounty of the Seas: Hold & Win, Stampede Rush Trident, 3 Hot Chilli Peppers, Fruity Force 40, Hot Slot: 777 Hold the Jackpot, Hoggin' Gold, Spring Bunny, Cash Crusade ASSEMBLEM, Sizzling Eggs Grand Gold Edition, Fat Fish Festival, Bonanza Farm Rush Express, Extra spin III, Jokers, Lucky Slot, Mega hot, Mega Shine, Pirate Gold, Shining Stars, Stalker, Super Hot 6 reels, Tens or Better, Tesla, The leprechaun, Time Machine II, Tropic Hot, Wild West, 50 Happy Santa, Wizard, Rock Paper Scissors, Van Gogh, Klimt, Munch, Vermeer, Peter Paul Rubens, Pierre-Auguste, Renoir, Rembrandt van Rijn, Paul Gauguin, Michelangelo, Paul Cezanne, Pixel Kingdom, Valentine's Day, Pedro PE, Egypt, Lucky Tiger, Ghost Money Manor, Hot Slot: 777 Cash Out Grand Diamond, Edition Easter Jackpots, 25 Coins Grand Gold Edition Easter Jackpots, 12 Coins Grand Diamond Edition Easter Jackpots, Mighty Symbols: Jokers Easter Jackpots, Thunder Power, Monkeys Journey, Chillilot, Lil Demon: Double Heat, Immortal Ways Gallina Harvest, CHICKS IN VEGAS, Coin Express, Piggy Bank Cash, Wild Buccaneers Triple Treasure, Queens of Ra: Coin Collect, 1 Reel - Trading Frenzy,

Break the Piggy Bank, Cash SurgeTreasures of Kilauea 2, Golden Egg Invaders, Janissaries, 3 Aztec Temples, 2025 Hit Slot, Max Fury, Piggy Mania, 12 Pots of Gold Drums, Trinity Pharaoh Link: RUNNING WINS, Wild Stacks Super Spins, Lava Fruits, 30 Coins Grand Gold Edition, Raul the Vampire ,Santas Reels, Tale of The Red Dragon, The Great Fishing Adventure,Wanted - Los Desesperados, Zeus`s Thunderstrike, 3 Fortune Souls, Shaolin Panda: Hold & Win (Octoplay), Bacons Bank (Platipus), Dancing Joker, Storm Joker, Cash Spree Phoenix (Games Global), Fiona of Lucksley (Games GLobal), Piggy Pots (Amatic), 3 Magic Pots (Push), 3 Porky Banks Hold and Win Extra, Almighty Diamonds: Hold N Link (NetGame), Massive Gold MAXXED (Games Global), Savannah Gold: Coin of the Wild,Steam Vault, Queens of Glory Legacy, Starshine Crystals (Endorphina), 3 Hot Teapots (3Oaks), Coin Crusher Hold And Win (Booming), Olympus Coin Link: RUNNING WINS (Fugaso), Golden Kiwi (Onlyplay), Mad Hit Diamonds (Ruby Play), King of the Sky: Hit the Bonus (Playson), Only Coins (Gamzix), Olympigs (GAMEBEAT), Fortune Bros (Amigo Gaming), Lava Burst (Evoplay Ent), Action Boost SpinUP Gladiator (SpinPlay/Games Global), Cash Surge (Pragmatic Play), Piggy Coin: Hold & Win (Octoplay), 12 Fortune Dragons (Games Global), Shisha Spins (Games Global), Lucky Monkey (Pragmatic Play), Wolf Prime Deluxe (Games Global), Amelia`s Mugs and Jugs (Games Global), Coin Craze Jackpot (Mancala), 1 Reel - Egyptian Marvel (Spinomenal), Whats in the Vault? (JFTW), 3 Energy Diamonds: Hold & Win (Octoplay), Jhandi Munda (TaDa Gaming),Sleeping Dragon (Pragmatic Play), Fruits, Coins & Claw (Clawbuster), Dolla Dolla Bill (Iron Dog Studio), Buzz4Fuzz (Games Global), Burning Coins 20 (Endorphina), Coins of Fruit – Hold & Win (Betsoft), Fortune Hold and Win (Gamebeat), The Dog Heroes (Apparat Gaming), Grand Ahoy (Iron Dog Studio), Gold Fusion Extra Wild Madness (Games Global), Squealin Riches 2 (Games Global), Devil Cash Uncovered (Games Global), 36 Coins Grand Gold Edition (VoltEnt), Zeus Claws (Clawbuster), Coinboy Riches (Amigo Gaming), Electro Coin Link: RUNNING WINS (Fugaso), Dick the Farmer (Yggdrasil), Space Coins (3 Oaks), Power of Atlantis Trio (Booming), Coin Catcher Hold and Spin (Barbara Bang), Area Link Phoenix Firestorm (Games Global), Tiger Temple 88 (Stakelogic), Spingotts Trio Bonus (Gamevy), Kingfisher of the Sands (Games Global), Enchanted Wolf: Rising Rewards (All41 Studios (Games Global), Raigeki Rising X30, Pyramid Rising x33, Engeki Rising X50, Super Grand Link Express: Hold & Win (Octoplay), Gold Trio: Lil Demon (Ash Gaming), J Mania Loco Habanero (Ruby Play), Zillard King Mega Ways (Red Tiger), Trinity Power Link: RUNNING WINS (Fugaso), Battle of Myths (Swintt), Oink Oink Oink: Pharaohs (Playtech), Gold Blitz Fortunes (GamesGlobal), Loot Crab (Iron Dog Studio), Action Boost Max Gilded Mines (Spinplay (GamesGlobal)), Temple Rush (Relax), Betbarian Bounty (Games Global), Super China Pots (3oaks), Vault Lock: Crack it Big! (Novomatic), 3 Tombs (Amigo Gaming), 4 Fantastic Fish Gold (Relax), J Mania 3 Buffalo (Ruby Play), Coin Blaze (Platipus), Lucky Phoenix (Pragmatic Play), Fortune Kingfisher (Games Global), Jokers Luck Deluxe, Wild Wild Cash Out, Jokers Luck, 8 Tigers Gold Megaways, Wild Cherry Blast, Reels of Treasure, 5 Monsters, Galactic Grazers (Games Global), Celestial Flash Of Zeus (Games Global), Spinnin Riches POWER COMBO (Games Global), Wolf Strike Hold and Win Extra (irondogstudio), Chocobingo Delights, Bongo Safari, 3 Jewel Crowns (3oaks), Queen of Sirens (Evoplay), Coin Storm (Onlyplay), Glow Burst 7s (Kalamba), Lava Coins (3Oaks), Trump It Mania: Hot Bonus (Fugaso), Fortune Smash (Platipus), 8K Ultra Gold Ultimate (Yggdrasil), Immortal Romance Vein of Gold (Games Global), Fortune Bags (Amigo Gaming), Fish Tales Double Catch (Booming), Bison Prime Power Combo (JFTW),

Threefold The Gold (Games Global), Golden Pixiu (Spadegaming), Wolf Blaze Gold Blitz Fortune Tower (Games Global), Tomb of Gold 2 (Play n GO), 4 FOXX Crew WildEnergy MultiMax (Yggdrasil), Links of Ra CASHINGO (Games Global), Voltage Blitz Egypt (Ruby Play), 3 Capybaras (Iron Dog Studio), Chests of Fortune (Barbara Bang), Wild Mariachi Bros (Apparat Gaming), Foxy Fortunes (JFTW), Cash Spree Triton (Games Global), Devils Catch (Games Global), Bells of Fortune (VoltEnt), Storm Joker (Zillion), Panda Bao (Turbo Games), Royal Express: Hold and Win (Playson), Amazonia Wins (3 Oaks), Bass Brothers (Games Global), Buck Bucks Bagawk (Games Global), Red Planet: Rapid Link (Netgame), Sticky Lips (Endorphina), Dolla Dolla Bill Mo Money (Iron Dog studio), Mystic Gates, Miner Flinn, Voltage Blitz Vortex (Ruby Play), Asian Fusion (Games Global), Super Pink Joker: Hold and Win (Playson), Hot Numbers (Mancala), Cashin Joker (Play n GO), Coins of Buffalo - Hold & Win (Betsoft), Prestige Crown (Endorphina), Royal Crown 777 (Zillion), SoloReelTM Blitz (Kalamba), Hyper Strike Diamond Drums (GameBurger Studios/Games Global), 3 Big Barrels Buffalo (Ruby Play), Juicy Jewels Supercharged (Octoplay), Aztec Inferno: Gold Eruption (All41 Studios), 5 Fruit Invaders (Amigo Gaming), Red Zone Blitz Hold and Win (Iron Dog Studio), 1 Reel - Majestic Spirit (Spinomenal), Gladiator Beasts of Glory Power Combo (Games Global), Fishin Triple Pots of Gold POWER COMBO (GameBurger Studios), Zeuss Thunderstrike (Playzia), Wanted - Los Desesperados (Playzia), The Great Fishing Adventure (Playzia), Tale of The Red Dragon (Playzia), Raul the Vampire (Playzia), Jokers Dice (Playzia), Crazy Chilli Party (Playzia), Caishens Coins (Playzia), Blazing Fruit 7s (Playzia), Billionaire Wolf (Playzia), Billionaire Rhino (Playzia), Billionaire Bison (Playzia), Banana Bonanza (Playzia), Wild SunFlower (Fazi), Sea of Wealth: Hunt for Coins (Evoplay Ent), Cube Guys (Amigo Gaming), Bass Cash Diamond X UP (Games Global), Bulls Vs Bears (Games Global), 5 Relics of Power: Hold & Win (Penguin King), Coco-Loco Cash (Games Global), The Racaroon (Playtech), Wickederrr Wins - Fortune Pick Hold & Respin (Netgaming), Bob Marlin Goes Deep (Yggdrasil), Coins of Leprechaun Hold & Win (Betsoft), Maya Lock (3 Oaks), Mad Cabs Hold and Win (Iron Dog Studio), Dead Mouse Adventures (GameArt), Joker OpenEm! (Games Global), Diego`s Spicy Truck (Mancala), Captain Skull & the Squidly Seas (Games Global), Follow the Cash Rabbit (Penguin King), Hot Slot: 777 Diamond Crown (VoltEnt), Toucan Mania (Origins), Lucky Hot Coins (Platipus), 888: Bonus Combo (Netgame), 3 Mad Frogs (Iron Dog Studio), Wild Swarm Triple Hive (Push Gaming), Area Surge Molten Money (Games Global), Joker Pin the Win (Games Global), Pearl Riff Coin Chase, Sheriff Chase, Future Sevens Coin Chase, Vampiris Coin Chase, Fruit Cocktail Coin Chase, Aladdin Coin Chase, Vulcans Gold, Wins of Nautilus, Shadow Summoner Elementals, Shadow Summoner Egypt, Seven and Gems, Santas Golden Christmas, Gold Pigger 2 Royal Snouts, Gold Pigger, Fortune Llama Hyper Heist, Circle of Sylvan, 24 Stars Dream, Medallion, Poseidon: Tridents Riches Power Combo (Games Global), Power Coin: CASH UP (Fugaso), Rockin Joker: Hold and Win (Playson), 3 Claws of Aztec Fire: Hold & Win (Clawbuster), Floating Tiger Gold Blitz Fortunes (Games Global), Trinity Egypt Link (Fugaso), Book of Azure (Tom Horn), Firecracker Frenzy Empress Wealth Buy Bonus (Greentube), Spellmaster (Pragmatic Play), ClusterBuck (Games Global), Fishing Floats Down Under Connectify Pays (Games Global), Renegade Revengers (Yggdrasil), Alpha Gods Anubis (Games Global), 1 Reel - Wolf & Piggies (Spinomenal), Give Me Gold: Mine n Shine POWER COMBO (Games Global), Elementastic Tug of War (Games Global), Thunder Crown (Endorphina), Jackpot District: City of Fortune

(Penguinking), Triple Chili (Amigo), Super Cash: Three Little Wins / Penguin King, Quack Squad / PatePlay, Coin Flynn Deluxe / Onlyplay, Purple Fox, Burial Warfare, Blueberry Island, Space Collector, Dragons Erupt (Games Global), Area Link All the Luck (Games Global (Spinplay)), Sevens Heat 40 Sun Link (PatePlay), Sevens Heat 20 Sun Link (PatePlay), Regal Spins 10 Sun Link (PatePlay), Pome Splash 5 Sun Link (PatePlay), Pome Race 5 Sun Link (PatePlay), Pome Race 10 Sun Link (PatePlay), Panda Manda (PatePlay), Lost in Giza 20 (PatePlay), Bufona Alegre 10 Sun Link (PatePlay), Bounty Expand 25 (PatePlay), Quack Squad (PatePlay), Tower of Ra (Games Global), Stay Frosty / Betsoft, Thai Blossoms / Betsoft, 3 Royal Coins: Hold and WIn (Playson), Bob Marlin Goes Splashing Wild Fight RushingWilds (Yggdrasil), Celestial Flame Coin Rise (Ruby Play), Victorian Vaults (Swintt), 3 Blazing Scarabs Hold and Win (Kalamba), J Mania Hot Asses (Ruby Play), Olympus Rivals (Amigo), 3 Fortune Pots (Platipus), Jiggly Joker (Dream Play), Crazy Tiki Hold and Win (Iron Dog Studio), Temple of Lunaris (JFTW), Treasures of Mjolnir (Games Global), Birds Party (JDB), Multi Coins (Greentube), Crown Supreme: Hold & Win (Iconic21), Area Link Wolf (Games Global), 100 Blazing Clover (Tada), Cowboy Showdown (Irondogstudio), Fireball Link: CASH UP (Fugaso), 333 Fortunes Ahoy POWER COMBO (Games Global), Roman Coins (Amusnet), Fishing Pro: Reel Collect (Gaming Corps), Black Horse Cash Out (VoltEnt), Cash Lamps (Red Tiger Gaming), 3 Cheeky Chimps (Iron dog studio), Angry Tiki DoubleMax (Yggdrasil), Dreamwood (Pateplay), Thunder Blitz (Gamomat). Bonsai Gold Hold & Win (Novomatic), Turbo Diamonds: Hold & Win (Octoplay), Sloteus Gold (Endorphina), Basket Bounty (Evoplay), Zany Zombie Zlots - Hold & Win (Nucleus), Magnificent Power Spartan (Games Global), Power Sun XXL (3oaks), Crown Strike: Hold and Win (Playson), Double Dragon Gold: Hold & Win (Penguin King), Lost Empire: Featuring Ruby Blaze (Mancala), Explosive Frenzy (Games Global), Serpent Gold: Hold & Win (Penguin King), 1 Reel - Midnight Pack (Spinomenal), Burn It Up: Hold & Win (Penguin King), Thor: Hit the Bonus (Enjoy Gaming), Thor 1000: Hit the Bonus (Enjoy Gaming), Pedro Spicy (Enjoy Gaming), Hotfire Diamonds (Enjoy Gaming), Hotfire Coins 2 (Enjoy Gaming), Hotfire Coins (Enjoy Gaming), Fire Express: Hold & Win (Enjoy Gaming), 3 Mariachi: Hold & Win (Enjoy Gaming), A BIG CATCH - HOLD & WIN, THE TIPSY TOURIST: BEACH BONANZA - HOLD & WIN, CITY DAWGS - HOLD & WIN, RAGS TO WITCHES NJP, GOLD NUGGET RUSH - HOLD & WIN, TREASURES OF CLEOPATRA, Rockstar: World Tour - Hold & Win, TIGER'S LUCK - HOLD & WIN, PHO SHO, CHILLI POP, Rabid Randy Dark Trails (Netent), Fortune Stars (Endorphina), Coin Collect: Piggy Patrons (Games Global (Microgaming)), 1 Reel - Golden Piggy Bank 2 (Spinomenal), 12 Bells JackpotRain, 16 Coins JackpotRain, 20 Coins JackpotRain, 24 Coins JackpotRain, 25 Coins JackpotRain, 30 Coins JackpotRain, 36 Coins JackpotRain, 9 Coins Grand Diamond Edition JackpotRain, 9 Coins Grand Gold Edition JackpotRain, 9 Coins JackpotRain, Book of Faith JackpotRain, Mighty Fish Blue Marlin JackpotRain, Mighty Symbols: Crowns JackpotRain, Mighty Wild: Jaguar JackpotRain, Mighty Wild: Panther Grand Diamond Edition JackpotRain, Mighty Wild: Panther Grand Gold Edition JackpotRain, Mighty Wild: Panther JackpotRain, Provider - 4ThePlayer, 4 Secret Pyramids, 6 Wild Sharks, 3 Secret Cities

28.6.1. Bets made in the following gambling categories do not count towards bonus wagering requirements: Card Games, Roulette, Crash Games, Mines, Keno, Virtual Sports, Live Dealer games, and Gift Boxes.

28.7. The maximum wagered bonus cannot exceed the amount of bonus funds received by more than 10 times. Maximum sum that counts towards wagering requirements: € 6.

28.8. Sportsbook Bonuses. Any bonus is credited to your bonus balance and stored separately from your main balance. After a deposit has been made and any associated bonuses credited, real money will be used first. When your remaining main balance is less than € 0.5, the bonus balance will become available to continue playing. All bonuses and winnings are credited to your bonus balance and cannot be withdrawn until their respective bonus wagering requirements have been fulfilled. Once these bonus wagering requirements have been met, the bonus funds linked to this bonus are transferred from the bonus balance to your main balance and can be withdrawn at anytime.

28.9. Only Live and Sports bets qualify for bonus wagering requirements. Other bonus wagering requirements on sporting bets are detailed in a particular bonus conditions section on the Promotions page.

28.10. If the bonuses are abused by a user, the Company has the right to use punitive measures towards him, namely: delete, or decline all current bonuses and bonus winnings; to block the user's Account immediately. In that case, the Company disclaims any liability for the withdrawal or compensation of the funds that had been on the Account before it was blocked.

28.11. Using bonuses to play games with accumulated benefits in the course of gameplay (Ex: Free Spins meters or other game features unlocked following some gameplay) and coming back to the game following the zeroing-out of the wagering requirements to trigger or unlock the feature and collect the accumulated benefits or related winnings - in this case all winnings and bonuses will be voided.

28.12. The funds won using bonuses cannot be withdrawn until all bonuses are wagered

28.13. Malfunction voids all pays and plays. The Company has the right to withdraw any winnings caused by a malfunction up to the latest deposits.

28.14. Users should read and be aware of any applicable bonus policy and follow its terms in order to receive the bonus.

28.15. All bonuses have an expiry date. The standard expiry date for bonus money is 30 days. The expiry date can differ for specific bonuses. In such an event, the expiry date will be indicated in the relevant bonus terms and conditions. We may cancel or debit bonus credit from the player's Account after the expiry date.

28.16.Unless otherwise specified in the terms and conditions of a particular bonus, bonus funds and bonus winnings are wagered by placing bets in the games that are eligible for wagering, using either real or bonus balance.

28.16.1. Games eligible for wagering.

Slot games (video slots) count towards the bonus wagering requirement at a rate of 100% of the bet amount, unless otherwise specified in the rules of a particular promotion, and provided that the game in question is not included in the list of games excluded from the bonus program (paragraph 26.6).

Crash (non-slot mechanic) games are set off towards the wagering requirements at a rate of 10% of the bet amount, unless otherwise specified in the rules of a particular bonus.

The following crash game can be used to play with the bonus balance and to wager bonuses:

Aviator (Spribe)

28.17. The company reserves the right to add to the list of games eligible for wagering and to set separate bet accounting odds for different types of games. The information about the bet accounting odds for such games will be indicated in the terms and conditions of the relevant promotion or in the bonus description. If odds other than 100% are set for the game, only the corresponding part of the bet amount will be counted towards the wagering requirement.

28.18. If a bet is placed on a game that is not included in the list of games eligible for wagering or has odds of 0%, such a bet will not be taken into account when fulfilling the wagering requirements.

28.19. If the rules of a specific bonus specify other odds, game restrictions, or exceptions, the terms and conditions of the relevant bonus shall apply.

28.20. The Company reserves the right to change the list of games eligible for wagering and the bet accounting odds at any time, as well as to temporarily restrict the use of certain games for wagering bonuses.

29. NETENT Terms & Conditions:

1. Absolute country restrictions apply to: United States of America, Great Britain, Spain, France, and Italy.
2. Country restrictions. NetEnt content shall not be made available in the following countries: Afghanistan, Albania, Angola, Australia, Bahamas, Botswana, Cambodia, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Lao, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Republic of Trinidad and Tobago, Tunis, Uganda, Yemen, Zimbabwe, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, Great Britain, United States of America, Moldova, Greece.
3. Branded slots restrictions: Guns & Roses, Jimi Hendrix & Motörhead shall not be made available in the following countries: Afghanistan, Albania, Algeria, Angola, Cambodia, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Lao, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, South Korea, Sudan, Syria, Taiwan, Uganda, Yemen, Zimbabwe, Belgium, Bulgaria, Canada, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania,

Spain, United States of America, Great Britain, Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey, and Ukraine.

4. Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man) can only be played in the following countries: Andorra, Armenia, Belarus, Belgium, Bosnia and Herzegovina, Brazil, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Peru, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Sweden, and Switzerland.
5. Pooled Jackpot. No pooled jackpots games will be made available in the following territories: Australia, Azerbaijan, China, Denmark, India, Israel, Italy, Japan, Malaysia, Qatar, Russia, Spain, Thailand, Tunisia, Turkey, United Arab Emirates, and Ukraine.

30. WAGERING REQUIREMENTS

30.1. After getting the bonus it is transferred to the bonus balance up to the moment of reaching the wagering requirements.

30.2. The wagering requirements are a multiplier that represents the number of times you have to play a bonus before you are able to withdraw any winnings. After reaching the wagering requirements, a bonus or accrued winnings are transferred into the main balance.

30.3. Wagering requirements for bonuses will be null when the balance is lower than € 0.10 (or the equivalent in your Account currency).

30.4. The funds won using bonuses cannot be withdrawn until all bonuses are wagered.

30.5. You can make a withdrawal before you have fulfilled the wagering requirements, but then you will lose your bonus money. If you decide to make such a withdrawal you have to contact the Website customer support team.

30.6. Every user has the right to abandon the bonuses by making a request to Website customer support in order to zero the bonus balance.

30.7. Free Spins With free spins, you get to play free on a game on the Website with the same chance of winning as when you play with your real money. Winnings on free spins are converted to bonus money and usually need to be wagered.

31. FORCE MAJEURE

31.1. The Company will not be held liable for any delays or failures in fulfilling its obligations under these Terms if caused by force majeure events. These include, but are not limited to, natural disasters, war, civil unrest, disruptions in public communication or network services, labor disputes, DDoS attacks, or other similar incidents that affect operations ("**Force Majeure**").

31.2. During a Force Majeure event, the Company's operations may be temporarily halted. As a result, our ability to meet obligations may be delayed. We will make every reasonable effort to minimize the impact of such events and continue to fulfill our responsibilities as soon as possible.

32. OTHER TERMS

32.1. All versions of the Terms and Conditions on the Website, except for the English version, are provided for informational purposes only. The English version shall prevail in case of any discrepancies or conflicts between different versions.

32.2. You are prohibited from transferring, assigning, or pledging any rights or claims arising from these Terms and Conditions, the use of the Website, or participation in the Games without the prior consent of the Company. This includes any form of transfer, whether in the form of accounts, winnings, deposits, bets, or other associated rights and claims, regardless of their legal, commercial, or other nature. The prohibition also extends to the encumbrance, assignment, pledge, trading, brokering, hypothecation, gifting, or cooperating with third parties, companies, or entities in any form, including natural or legal individuals.

32.3. The Website may contain links to external websites that are beyond the Company's control and are not subject to these Terms. The Company does not accept responsibility for the content of such third-party websites, nor for the actions or omissions of their operators, including any advertising or sponsored content found on those sites. These links are provided solely for informational purposes, and you access these external websites at your own risk and discretion.

32.4. These Terms are governed by and shall be interpreted in accordance with the laws of Curaçao. You agree that any disputes, including those related to compensation, claims, and counterclaims arising from the legal relationships established by these Terms, shall be exclusively resolved by the courts of Curaçao.

9. Dispute Resolution

9.1 Procedures for Handling Player Complaints and Disputes

To ensure that all complaints are handled effectively, the Company has established a clear and structured procedure for lodging, investigating, and resolving complaints.

- **Submitting a Complaint:** Players may submit a complaint through a dedicated online form or by emailing the support team. The complaint should include the player’s full name, account number, the issue being disputed, and any relevant supporting documentation (such as screenshots or transaction records).

- **Complaint Acknowledgment:** Within one week of receiving a complaint, the Company will acknowledge receipt via email or the preferred communication method. The acknowledgment will include details on how the complaint will be processed and an estimated timeline for resolution.

9.2 Access to Transaction Data for Dispute Resolution

- **Deposit and Withdrawal History:** Full details of the player's financial transactions on the platform, including any deposits, withdrawals, or pending transactions.
- **Account Activity:** Detailed logs of account actions, including game play, bet placements, and changes to account settings.
- **Bonus and Promotional Transactions:** Information regarding bonus claims, bonus requirements, and any related issues.

Players can request access to these transaction details by contacting the support team directly, who will provide the relevant records in a timely manner.

9.3 Steps for Escalating and Resolving Issues

The following steps are taken to ensure that all complaints are addressed appropriately:

1. **Initial Review and Resolution:** Upon receipt of a complaint, the support team conducts an initial review to assess the issue and determine whether it can be resolved internally. The team works closely with the relevant departments to resolve the complaint as quickly as possible.
2. **Escalation to Management:** If the issue cannot be resolved at the initial level, it is escalated to senior management for further review. This may include deeper investigations or consultation with third-party experts.
3. **Alternative Dispute Resolution (ADR):** If the player remains unsatisfied with the outcome after internal resolution, they are informed about their right to escalate the matter to an independent ADR provider. This external service is free of charge and provides an independent review of the complaint. All necessary contact information for the ADR provider is made available to the player during this stage.
4. **Regulatory Escalation:** If a player believes that the Company has breached regulations, they are advised that the issue can be escalated to the Curacao Gaming Authority (CGA). The CGA provides a formal process for resolving regulatory disputes, though it does not mediate individual complaints related to gambling activities.

9.4 Timeframes for Resolution

The following timeframes apply to the dispute resolution process:

- **Initial Acknowledgment:** Within 1 week of receiving the complaint, players will receive acknowledgment and an explanation of the resolution process.
- **Complaint Review and Resolution:** The initial review and response to the complaint will be provided within 4 weeks. In cases where additional information is required or the issue is complex, this period may be extended by an additional 4 weeks with prior written notice to the player.

- **Final Determination:** The player will receive a final resolution in writing. If the complaint cannot be resolved internally, the player will be informed about their rights to pursue further action through the ADR process or escalate the issue to regulatory authorities.

10. The digital records kept of specific critical information about players, their gaming transactions, and their financial transactions, which must be kept available to the CGA at all times on a server of a Tier-IV certified data center registered in Curaçao.

The Company ensures that digital records containing specific critical information are maintained and made continuously accessible to the Curaçao Gaming Authority (CGA). This includes, at a minimum:

- Personal identification and account information of players;
- Detailed records of game sessions, including timestamps, game types, outcomes, and bets placed;
- Financial transactions involving deposits, withdrawals, and bonus credits.

All such data is hosted exclusively in Curaçao on a recognized Tier-IV certified provider with a physical data center.

Hosting and Infrastructure Specifications

- The platform's backend systems and databases are hosted by the provider in Curaçao Public Cloud, built on Nutanix Hyper-Converged Infrastructure with VMware vSphere virtualization.
- This environment provides high-availability clusters, SSD-accelerated storage, and fault-tolerant configurations, ensuring continuous operation and data accessibility.
- The data center maintains ISO/IEC 27001, 27017, 27018, and PCI:DSS certifications, meeting international standards for data security, privacy, and operational continuity.
- Full infrastructure support includes DDoS protection, Web Application & API Protection (WAAP), and role-based access control, ensuring the integrity and confidentiality of stored data.

Data Access and Regulatory Oversight

- Data is retained in compliance with the minimum storage duration and auditability requirements established by the CGA.
- Backup solutions powered by Veeam Backup & Restore are employed, with image-level and application-aware backups stored locally in the same certified data center, enabling recovery at the VM, file, or item level.

11. Compliance with Curacao Licensing Requirements

11.1 Curacao Gaming License Compliance Overview

The Company is fully committed to complying with the regulatory requirements of the Curacao Gaming Authority and maintaining the integrity and transparency of its gaming operations. The Company ensures that all gaming activities, including customer interactions, transactions, and player protection measures, adhere to the highest standards of fairness, security, and responsible gaming.

The Company has established an **Operations Manual** that is regularly updated to ensure compliance with the requirements set forth by the CGA. The manual includes comprehensive details about all aspects of the platform's operations, such as:

- **Games of Chance**: A detailed description of the games offered, including payment methods, betting amounts, payout structures, and the software used to operate these games.
- **Quality Control and Monitoring**: The methods used to periodically test and monitor the quality of the platform and games to ensure they meet regulatory standards and maintain fairness.
- **Data Management**: The procedures for securely storing and handling player data, ensuring compliance with applicable privacy regulations.
- **Player Protection**: The implementation of tools for responsible gaming, including self-exclusion options, time and deposit limits, and support mechanisms for players at risk of problem gambling.
- **Dispute Resolution**: Clear guidelines on how player disputes are handled, including the escalation process to independent dispute resolution services if necessary.

11.2 Mandatory Reporting and Documentation to CGA

Amendment Reports

As per Article 5.9 of the LOK, any changes made to the operations manual must be reported to the CGA. This includes, but is not limited to, any modifications to the platform's gaming operations, payment systems, security measures, or responsible gaming practices.

- Reporting Schedule: These reports are submitted twice a year by January 15 and June 15.
- Contents of Amendment Reports: The amendment report includes:
    - Details of any modifications made to the operations manual since the last report.
    - A new version of the updated operations manual reflecting the changes.
    - Information about the changes in compliance with the regulatory requirements under the LOK.

Incident Reports

Incident reports are required to be submitted to the CGA within 24 hours of any significant incidents that may affect the integrity of the games or player trust. The following types of incidents are covered under this reporting obligation:

- **Gaming Security Breaches:** Any security breaches that compromise personal data of players or game details, along with measures taken to mitigate the breach.
- **Equipment or Software Failures:** Any issues related to the loss, damage, or malfunction of critical systems or software that affect the ability to offer games, along with corrective actions.
- **Fraud or Criminal Behavior:** Reports on any fraudulent activities or other forms of criminal behavior by players that affect the operation of the platform.
- **Threats to Responsible Gaming or Public Trust:** Any behavior or events that could jeopardize the responsible, reliable, and verifiable operation of the platform or undermine public confidence in the integrity of the service.

Player Transaction Reports

The Company is required to submit detailed reports regarding player transactions. These reports include:

- **Total Amounts of Transactions:** The total value of all transactions made by players, including deposits and withdrawals.
- **Nature of Transaction:** Information regarding whether a transaction is a credit to or debit from a player's account.
- **Payment Instruments:** Information regarding the payment methods used for transactions, including any unique identifiers for the payment account (where applicable).

Player Complaints and ADR Reports

In accordance with Article 5.10 and the CGA Player Complaints Policy, the Company must submit regular reports on player complaints and disputes, including those resolved through Alternative Dispute Resolution (ADR) mechanisms. These reports must include:

- **Total Number of Complaints:** The total number of complaints made by players, broken down by category (e.g., transaction issues, responsible gaming, technical problems).
- **Resolution Outcomes:** The outcomes of complaints, including the number of complaints resolved, rejected, or pending.
- **Complaints Referred to ADR:** The number of complaints escalated to ADR providers and the outcome of those disputes.
- **Pending Complaints:** The number of unresolved complaints and their status.

- **Reporting Schedule:** These reports are submitted twice a year by January 15 and June 15, and must be retained for a minimum of five years.