

Cartwheel B.V

Operational Manual

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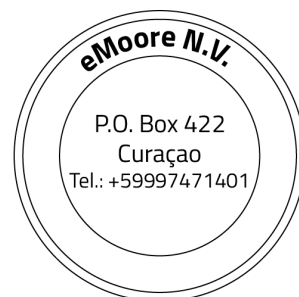
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Executive Summary

This Operational Manual sets out the governance, operational, technical, compliance, responsible gaming, and control measures established by **Cartwheel B.V** (the “License Holder”) for the provision of online Games of Chance under the Curaçao **Landsverordening op de Kansspelen** (“LOK”).

The purpose of this Manual is to describe the framework implemented by the License Holder to support compliance with:

- Curaçao gaming laws and regulations;
- Applicable ministerial regulations and regulatory requirements;
- The terms and conditions attached to the License Holder’s gaming licence;
- Anti-Money Laundering and Countering the Financing of Terrorism (“AML/CFT”) requirements;
- Applicable data protection and privacy obligations;
- Responsible gaming and player protection requirements; and
- Relevant technical, security, and operational standards.

This Manual applies to all gaming activities carried out by or on behalf of the License Holder through its approved websites, domains, software applications, platforms, systems, and supporting operational infrastructure.

The procedures and controls described within this Manual are intended to promote the secure, fair, transparent, and responsible operation of the License Holder’s gaming services.

1. Corporate Information

1.1 License Holder Details

Cartwheel B.V is a company incorporated under the laws of Curacao, with company registration number 165562 and registered office at Groot Kwartier 10, Curacao.

The company holds Curaçao gaming license number OGL/2024/1569/0782] and operates its online Games of Chance activities through the approved brand(s) and domain(s) listed within this Operational Manual.

The License Holder’s principal business activities include the operation and management of online gaming services, together with the supporting compliance, customer service, payment, technical, and administrative functions required for the provision of those services.

1.2 Ownership and Control

The License Holder is owned and controlled by the shareholders and ultimate beneficial owners identified in the corporate and regulatory documentation submitted to the Curaçao Gaming Authority.

Details of the License Holder’s shareholders, ultimate beneficial owners, directors, and key persons are maintained in the company’s corporate records and are updated whenever a relevant change occurs.

Any change to the License Holder’s ownership, management, control, directors, key persons, registered office, or corporate structure will be assessed and notified to the Curaçao Gaming Authority where required.

2. Description of Games of Chance and Gaming Operations

2.1 Games of Chance Offered

The License Holder offers online casino games and sports betting services through the approved website Domain.

2.1.1 Online Casino Games

The online casino offering consists of games supplied by approved third-party game and software providers. The games are made available through the License Holder's gaming platform and are organized into the following principal categories:

Slot Games

The License Holder offers a range of Random Number Generator ("RNG") based slot games. These include:

- Traditional and video slot games;
- Multi-line and multi-reel slot games;
- Bonus-feature and free-spin slot games;
- Bonus-buy slot games;
- Fixed and progressive jackpot slot games; and • Branded or themed slot games.

RNG Table and Card Games

The License Holder offers versions of traditional casino table and card games. These include:

- Blackjack and its variants;
- Roulette, including European and other roulette variants;
- Baccarat;
- Poker-based casino games;
- Dice games; and
- Other electronic table games.

Live Casino Games

The License Holder offers live casino games streamed in real time from studios operated by approved live casino providers.

The live casino offering includes:

- Live roulette;
- Live blackjack;
- Live baccarat;
- Live poker and poker-based games;
- Live dice games; and
- Live game-show and multiplier-based games.

Examples of live casino games offered include *World Cup Roulette*, *Free Bet Blackjack*, *Dynasty Speed Baccarat* and *Caribbean Stud Poker*.

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Instant-Win and Crash Games

The License Holder also offers instant-win and crash-style games in which the result is generated shortly after the player places a wager.

These games may include:

- Crash and multiplier games;
- Plinko-style games;
- Mines games;
- Dice games;
- Limbo games;
- Wheel games;
- Scratch-card or reveal-style games; and • Other fast-result instant-win games.

Examples available through the website include *Kick Crash*, *Caishen's Cash Pots*, *Gemhalla Xtreme* and *Primal Rampage*.

Jackpot Games

Certain slot and casino games may include fixed, local or progressive jackpot features. The conditions for winning a jackpot, the jackpot contribution mechanism and the applicable payout are determined by the rules of the relevant game and game provider.

2.1.2 Sports Betting

In addition to online casino games, the License Holder provides pre-match and in-play sports betting services.

Players may place wagers on sporting events and markets made available through the sportsbook. The offering may include, depending on availability:

- Football;
- Tennis;
- Basketball;
- Ice hockey;
- Handball;
- Volleyball;
- Baseball;
- Combat sports;
- Motor sports;
- Esports;
- Virtual sports; and
- Other sporting events and competitions supported by the sportsbook.

Betting opportunities may include single bets, multiple or accumulator bets, system bets, pre-match bets and in-play bets. The markets available for each event are determined by the sportsbook provider and may include match results, totals, handicaps, player markets and other event-specific outcomes.

Sports bets are settled on the basis of the official result of the relevant event or market, in accordance with the applicable betting rules.

2.2 Maintenance of the Game Offering

The specific games, betting events and markets available through our site may change from time to time as new games are introduced, existing games are removed, provider arrangements change, or jurisdictional restrictions are applied.

The License Holder maintains a current Game and Provider Register containing, where applicable:

- The game title;
- The game type;
- The game provider;

Only games supplied through approved providers and authorised for use under the License Holder's operations are made available to players.

3.0 Payment Possibilities

Players may fund their gaming accounts and withdraw available funds using the payment methods displayed on the website.

The payment methods made available may include:

- Credit and debit cards;
- Bank transfers;
- Electronic wallets;
- Instant banking solutions;
- Any other payment methods approved for use by the License Holder.

The availability of payment methods may vary depending on the player's country of residence, selected currency, transaction amount, account status, verification status, and the requirements of the relevant payment service provider.

All payment methods are provided through authorised payment service providers and are integrated into the platform using secure payment-processing arrangements.

3.1 Deposit Procedures

Deposits are accepted only through player accounts registered with the License Holder. Deposit activity is subject to applicable controls, which may include player verification, payment method checks, fraud monitoring, AML/CFT screening, transaction monitoring, velocity checks, responsible gaming controls, and any other checks required under the License Holder's internal policies.

The License Holder monitors deposit activity to identify unusual, suspicious, high-risk, or potentially fraudulent activity. Where required, deposits may be reviewed, delayed, rejected, or escalated for further assessment in accordance with the License Holder's AML/CFT, fraud prevention, responsible gaming, and payment procedures.

3.2 Withdrawal Procedures

Players may request the withdrawal of funds available in their gaming account using the payment methods supported by the website.

Withdrawals are processed in accordance with the License Holder's withdrawal procedures and may be subject to:

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- Identity and account verification;
- Payment method ownership verification;
- AML/CFT checks;
- Fraud prevention checks;
- Review of deposit, gameplay, and transaction activity;
- Confirmation that applicable wagering requirements have been met;
- Responsible gaming controls;
- Internal review of withdrawals exceeding relevant thresholds; and • Any limits or conditions set out in the applicable Terms and Conditions.

Where possible and appropriate, withdrawals may be processed back to the same payment method used to make the deposit. Where this is not technically possible, available, or appropriate, the License Holder may process the withdrawal to an alternative verified payment method.

Withdrawals are processed accurately and within reasonable timeframes, subject to the completion of applicable checks and any additional review required under the License Holder's internal policies.

3.3 Safeguarding and Reconciliation of Player Funds

The License Holder maintains controls to support the accurate recording, monitoring, and reconciliation of player balances and payment transactions.

Player balances, deposits, withdrawals, winnings, refunds, reversals, and adjustments are recorded within the player account and wallet system. Reconciliation processes are carried out to identify discrepancies between player balances, payment transactions, and relevant operational or financial records.

Where discrepancies are identified, they are reviewed and escalated to the relevant operational, finance, payment, or compliance function for investigation and resolution.

Records relating to player balances, payment transactions, reconciliations, and any identified discrepancies are retained in a structured and auditable manner and are made available for internal review, audit, or regulatory inspection where required.

4.0 Bet Amounts and Betting Limits

The License Holder maintains controls designed to ensure that all wager values are set, applied, and supervised in line with applicable regulatory obligations, internal risk controls, and player protection requirements.

Minimum and maximum stake amounts are established at game, market, and product level. The limits available to a player may differ according to factors such as:

- The License Holder's risk management framework, including exposure thresholds, liability controls, and trading parameters;
- Legal or regulatory restrictions applicable to the jurisdiction in which the player is located;
- The status of the player's account, including verification completion, risk classification, and any account-specific restrictions;
- The currency selected by the player and the equivalent value of the stake in that currency;
- The specific rules and configuration of the relevant casino game, sportsbook market, or betting product; and
- Any responsible gaming limits or player protection measures applied to the account.

The applicable minimum and maximum stakes are made available within the relevant game interface, betting slip, or product display before the wager is confirmed.

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Automated controls are used, where applicable, to:

- Reject wagers that fall below the permitted minimum or exceed the applicable maximum;
- Apply regulatory, operational, risk, and responsible gaming restrictions at the point a wager is submitted;
- Prevent a player from staking more than the available balance in their account;
- Apply game-specific, market-specific, jurisdiction-specific, or account-specific restrictions; and
- Identify and prevent attempts to avoid or override the established betting parameters.

For casino games, stake limits are generally determined through the settings of the relevant game or software provider and are displayed within the game itself.

For sports betting, the maximum amount that may be accepted can also depend on the event, market, odds, potential liability, and the player's account profile. As a result, a wager may be accepted in full, accepted at a lower amount, referred for further review, or rejected in accordance with the sportsbook's risk and trading controls.

Where more than one limit applies, the lowest and most restrictive limit will take precedence. This includes responsible gaming limits, account restrictions, jurisdictional limits, and product-level limits.

Betting controls are monitored and periodically reviewed to confirm that they remain effective, correctly configured, and aligned with the License Holder's operational, regulatory, and player protection obligations.

Any amendment to betting limits or related system settings is managed through the License Holder's change-control process. Relevant approvals, configuration records, and audit logs are retained to provide a clear record of the change and the person or function responsible for authorizing it.

5.0 Payouts and Winnings

The amount payable to a player following a successful game round or wager is determined by the rules and payout mechanics of the relevant product.

For casino games, prizes are calculated according to the applicable payable, winning combinations, stake value, bonus features, multipliers, or jackpot conditions. This information is available to the player through the game interface or game rules.

For sports betting, the expected return is based on the stake placed and the odds confirmed when the wager is accepted. Settlement is carried out following confirmation of the official event or market result and in accordance with the applicable sportsbook rules. Where a bet is voided, partially settled, or otherwise adjusted, the player's account is updated in line with the relevant settlement conditions.

Following the valid completion and settlement of a game or wager, any winnings due are automatically added to the player's account balance.

Players may request the withdrawal of funds available in their account through the payment options supported by the website. Before a withdrawal is approved or released, the request may be reviewed to confirm:

- The identity of the player and the ownership of the gaming account;
- The ownership and validity of the payment method;
- Compliance with applicable AML/CFT and fraud prevention requirements;
- That the player's deposits, gameplay, and transaction history do not require further investigation;
- That any applicable bonus or promotional conditions have been satisfied;

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- That no responsible gaming or account restrictions prevent the transaction; and
- That the request complies with the withdrawal limits and conditions set out in the Terms and Conditions.

Where possible, withdrawals are returned through the same payment method used to fund the account. Where this is not technically possible or appropriate, an alternative verified payment method may be used.

If a game round, wager, or settlement is affected by a technical malfunction, interrupted connection, incorrect result, pricing error, or other operational issue, the transaction is reviewed in accordance with the relevant game or betting rules, the License Holder's Terms and Conditions, and its incident handling procedures. Any necessary correction is recorded and reflected in the player's account.

6.0 Gaming Software and Third-Party Software Providers

The License Holder operates its gaming services through a central gaming platform that supports player registration and account management, wallet functionality, deposits and withdrawals, access to casino games and sports betting products, responsible gaming controls, transaction monitoring, operational reporting, and other functions required for the delivery of its services.

Casino games, sportsbook products, and related technical services are supplied through approved third-party software providers, game providers, aggregators, and platform suppliers. The License Holder only deploys software that has undergone an appropriate review and, where applicable, has been independently tested or certified in accordance with relevant regulatory and technical requirements.

Before engaging a software provider, the License Holder carries out proportionate due diligence and risk assessment. The review may include confirmation of:

- The provider's legal identity, registration details, ownership, and corporate structure;
- The jurisdictions in which the provider is licensed, regulated, approved, or otherwise authorised to provide gaming-related services;
- The validity and scope of any licences, approvals, or regulatory permissions held by the provider;
- Independent testing and certification relating to Random Number Generator integrity, game fairness, payout calculations, system security, or other relevant technical components;
- The provider's information security, cybersecurity, data protection, business continuity, and operational resilience arrangements;
- The use of subcontractors, hosting providers, or other critical service dependencies;
- The provider's technical and operational capability to deliver the relevant services; and
- Any material compliance, reputational, financial, or operational risks associated with the proposed relationship.

The level of due diligence applied is determined by the nature of the software or service, its importance to the License Holder's operations, the data and systems to which the provider has access, and the potential impact of a disruption or failure.

The License Holder maintains records relating to its software providers and the products or services they supply. Depending on the nature of the relationship, these records may include:

- Corporate, registration, licensing, and ownership information;
- Details of the products, games, systems, or services supplied;
- Applicable testing certificates, technical reports, game approvals, and supporting documentation;

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- Random Number Generator, game fairness, and system security certification, where applicable;
- Integration documentation, testing results, acceptance criteria, and deployment approvals;
- Details of relevant subcontractors and critical technical dependencies;
- Contracts, service-level arrangements, and defined responsibilities; and
- Records of incidents, defects, vulnerabilities, corrective actions, and material service issues.

These records are maintained in a secure and organised manner to provide an auditable history of the approval, integration, deployment, operation, and modification of gaming software. Relevant information is made available to the Curaçao Gaming Authority or another competent authority upon request, subject to applicable legal and confidentiality requirements.

6.1 Software Integration and Deployment

New software, games, and technical components are subject to appropriate integration and acceptance testing before being made available in the production environment. Testing may include:

- Confirmation that the software performs as intended;
- Validation of player account, wallet, and transaction functionality;
- Verification of game launch and settlement processes;
- Review of responsible gaming and jurisdictional controls;
- Confirmation of reporting and audit-log functionality;
- Security and access-control testing; and
- Verification that any required approvals or certifications have been obtained.

Production deployment is only completed following the required internal review and approval.

6.2 Software Changes and Updates

Software updates, patches, configuration changes, and other material amendments are managed through the License Holder's change-management procedures.

Depending on the nature and risk of the proposed change, the process may include:

- Documenting the purpose and scope of the change;
- Assessing its operational, security, compliance, and player impact;
- Testing the change before deployment;
- Obtaining appropriate internal or provider approval;
- Confirming whether additional independent testing, certification, or regulatory notification is required;
- Maintaining version-control and deployment records; and
- Monitoring the software following implementation.

Changes that may affect game logic, outcome determination, payout calculations, system security, or another certified component are not deployed until any required testing, approval, or re-certification has been completed.

6.3 Contractual and Operational Oversight

Written agreements are maintained with relevant software providers and establish, where appropriate:

- The services and software to be supplied;
- The responsibilities of each party;
- Service levels, system availability, and support arrangements;
- Information security and data protection obligations;

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- Regulatory and compliance responsibilities;
- Incident notification and escalation requirements;
- Business continuity and disaster recovery expectations;
- Access to relevant records and audit information;
- Subcontracting arrangements; and
- Suspension, termination, and transition provisions.

The License Holder monitors the operation of third-party software to identify technical errors, abnormal activity, performance issues, service disruption, integrity concerns, or security vulnerabilities.

Any material defect, incident, or vulnerability is recorded, escalated, investigated, and addressed in accordance with the License Holder's incident-management procedures. Where required, the matter is also assessed for notification to the Curaçao Gaming Authority, affected players, or another competent authority.

6.4 Ongoing Provider Review

Software providers are reviewed periodically and, on a risk,-based basis to assess their continued suitability, performance, regulatory standing, and compliance with contractual requirements.

The review may take account of:

- The provider's licensing or approval status;
- The continued validity of relevant certifications;
- Service performance and system availability;
- Security incidents, defects, or operational failures;
- Changes to ownership, management, subcontractors, or critical infrastructure;
- Compliance with contractual and regulatory obligations; and
- The provider's responsiveness to identified issues.

Where weaknesses or non-compliance are identified, the License Holder may require remedial action, apply additional monitoring, restrict or suspend the affected software, or replace or terminate the provider where appropriate.

6.5 Core Platform Components

The gaming platform used to operate the website/s includes a number of interconnected components that support the delivery and management of the License Holder's casino and sportsbook services.

These components include:

- **Player Interface:** Provides players with access to account registration, account management, casino games, sports betting services, promotions, payment options, and responsible gaming tools.
- **Player Account and Wallet System:** Records player balances and supports deposits, withdrawals, wagers, winnings, adjustments, and other account transactions.
- **Promotions and Bonus Functionality:** Supports the configuration and application of promotional offers, bonuses, eligibility conditions, and associated wagering requirements.
- **Risk and Transaction Monitoring Functions:** Support the monitoring of betting activity, account behaviour, fraud indicators, unusual transactions, and other activity requiring review.
- **Reporting Functions:** Produce operational, financial, player-account, transaction, compliance, and regulatory information.
- **Administrative Interface:** Enables authorized personnel to manage player accounts, review transactions and activity, apply permitted account controls, access reports, and perform approved operational functions.

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Access to administrative and operational functions is limited to authorized personnel in accordance with their assigned roles and responsibilities.

7.0 Outcome-Determining Elements and Settlement Integrity

The outcome of each game or wager is determined in accordance with the rules, mechanics, and approved logic applicable to the relevant product. Outcome generation and bet settlement are performed through secure systems designed to produce accurate, impartial, and traceable results.

Depending on the product offered, the outcome-determining process may involve:

- Independently tested and certified Random Number Generator (“RNG”) systems;
- Physical gaming equipment and live dealer activity;
- Official event results and information obtained from approved sports data providers; and
- Automated settlement systems that apply predefined betting rules and market conditions.

7.1 RNG-Based Casino Games

For electronic casino games, outcomes are generated by the Random Number Generator (“RNG”) or other approved outcome-determining technology operated by the relevant third-party game or software provider.

The RNG is designed to produce results that are random, independent, and unpredictable. The outcome of a valid game round cannot be predetermined or influenced by the player, the License Holder, or any unauthorised third party.

The License Holder relies on approved third-party providers for the operation of RNG-based games and ensures, through due diligence and provider oversight, that relevant RNG systems, game mathematics, payout calculations, and game rules are independently tested or certified where required.

7.2 Live Casino Games

For live casino products, outcomes are determined through real-time play conducted by trained dealers using physical gaming equipment within studios operated by the relevant third-party live casino provider.

The result is captured, transmitted, and applied to participating wagers through the live casino provider’s systems in accordance with the rules of the relevant game.

The License Holder relies on the live casino provider for the operation and recording of live game activity but remains responsible for ensuring that the provider is appropriately reviewed, approved, and monitored.

7.3 Sports Betting

Sports wagers are settled using the official result of the relevant event or market. Event information may be obtained through the sportsbook provider, approved sports data providers, governing bodies, competition organisers, or other reliable official sources.

Automated settlement systems operated by or on behalf of the sportsbook provider apply the relevant market rules, accepted odds, event data, and predefined settlement logic to determine the result and return applicable to each wager.

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Where the official result is amended, an event is abandoned, or another exceptional circumstance occurs, settlement is handled in accordance with the applicable sportsbook rules and the License Holder's Terms and Conditions.

The License Holder relies on the sportsbook provider and relevant data sources for outcome data and settlement functionality, while retaining responsibility for oversight, player communication, complaint handling, recordkeeping, and regulatory assessment where required.

7.4 Virtual and Instant-Win Products

For virtual sports, crash games, instant-win games, and similar products, outcomes are determined through the approved software mechanics operated by the relevant third-party game or software provider.

Where RNG technology forms part of the product, the applicable RNG, game logic, payout calculations, and outcome-determining mechanics are subject to independent testing or certification where required.

The License Holder relies on the relevant third-party provider for the operation of these products and their outcome-determining systems. The License Holder remains responsible for ensuring that the provider is appropriately reviewed, approved, and monitored, and that relevant certifications, testing records, and product information are obtained and retained where applicable.

Any issue affecting the outcome, settlement, or integrity of a virtual, crash, instant-win, or similar product is reviewed in accordance with the applicable game rules, the License Holder's Terms and Conditions, provider procedures, and internal incident-management processes.

7.5 Prevention of Outcome Manipulation

The License Holder's personnel are not permitted to determine, manipulate, or alter the underlying result of any casino game, live casino game, virtual event, instant-win product, or sporting event.

Outcome generation and bet settlement are performed through systems operated by the relevant third-party game, live casino, sportsbook, or software provider. The License Holder relies on those providers to operate the relevant outcome-determining and settlement systems in accordance with approved game rules, certified logic, applicable sportsbook rules, and relevant technical standards.

Access to systems or functions that may affect outcome generation, bet settlement, player balances, or account adjustments is restricted to authorised personnel and approved service providers. Access rights are granted according to operational need and are subject to appropriate authentication, access-control, and logging requirements.

Manual review or adjustment may only take place where an authorised correction is required, such as following:

- A technical or system error;
- An incorrect or duplicate settlement;
- A pricing or odds error;
- An abandoned, postponed, or disputed sporting event;
- Incorrect or subsequently amended official data;
- A provider-confirmed settlement issue; or
- Another exceptional circumstance covered by the applicable game rules, sportsbook rules, or Terms and Conditions.

Any manual adjustment must be supported by a documented reason, performed by an authorised person or provider function, and recorded through an appropriate audit trail.

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Manual access must not be used to alter the underlying result of a valid game, event, or wager. Where a correction is required, the License Holder ensures that the matter is reviewed, documented, and handled in accordance with the applicable provider procedures, Terms and Conditions, and internal incident-management processes.

7.6 Monitoring and Incident Handling

Outcome-generation and settlement processes are monitored to identify unusual activity, inconsistent results, technical errors, irregular patterns, or possible integrity concerns.

Where an issue is identified, it is escalated and investigated in accordance with the License Holder's incident-management procedures. Appropriate action may include:

- Suspending the affected game, market, or software component;
- Reviewing relevant game and transaction records;
- Contacting the applicable provider;
- Correcting affected settlements where justified;
- Notifying affected players where appropriate;
- Implementing technical or operational remediation; and
- Reporting the matter to the Curaçao Gaming Authority or another competent authority where required.

7.7 Testing, Certification and Audit

Systems and software used for game outcomes, RNG functionality, payout calculations, and wager settlement are subject to testing, certification, validation, or review appropriate to their function and applicable regulatory requirements.

Where such systems are operated by third-party game, live casino, sportsbook, or software providers, the License Holder relies on the relevant provider to ensure that the applicable systems, games, RNGs, game logic, and settlement processes are tested or certified where required.

The License Holder obtains and retains relevant certificates, test reports, approval documentation, or confirmations from the applicable providers where available and applicable.

Providers and outcome-related systems are reviewed on a periodic and risk-based basis to confirm their continued suitability, integrity, and compliance with the License Holder's operational and regulatory requirements.

Where a material change may affect game logic, RNG functionality, payout calculations, outcome determination, or settlement processes, the change is assessed through the applicable change-management process. Additional testing, approval, provider confirmation, or re-certification is obtained before deployment where required.

7.8 Records and Traceability

Records relating to game outcomes, wagers, settlement activity, cancellations, voids, corrections, and manual adjustments are securely retained in accordance with the License Holder's record-retention requirements.

These records are maintained in a manner that supports:

- Reconstruction of relevant gaming and betting activity;
- Identification of the systems and rules applied;

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- Review of any adjustment or settlement correction;
- Investigation of disputes or incidents;
- Internal and external audit; and
- Regulatory inspection upon request.

8.0 Technical Security Controls

The License Holder applies technical and organizational security measures to protect the gaming platform, player information, transactions, and supporting systems against unauthorized access, loss, alteration, disruption, or misuse.

The security controls applied to our website/s and its supporting infrastructure are proportionate to the nature of the systems, information processed and associated operational risks.

These controls include:

- Encryption of data while being transmitted and, where applicable, while stored;
- Network firewalls and web application security controls;
- Protection against distributed denial-of-service and other availability-related attacks;
- Multi-factor authentication for administrative or other sensitive system access;
- Role-based access controls that limit access according to an individual's duties and responsibilities;
- Restrictions on privileged and administrative accounts;
- Logging and monitoring of access to critical systems;
- Monitoring for suspicious, unauthorised, or abnormal system activity;
- Vulnerability identification and remediation procedures;
- Security patching and software update processes; and
- Periodic vulnerability assessments and penetration testing.

Access to gaming and administrative systems is limited to authorised personnel and relevant service providers. Access permissions are granted according to business need and the principle of least privilege.

User access rights are reviewed periodically and are amended or removed where an individual changes role, leaves the organisation, or no longer requires access to the relevant system.

Activity carried out through administrative and privileged accounts is logged where technically supported. Relevant access and security records are retained in accordance with the License Holder's record-retention requirements and are available for review and investigation where necessary.

Security vulnerabilities and weaknesses are assessed according to their severity and potential impact. Appropriate corrective measures are implemented within a timeframe proportionate to the level of risk identified.

Security testing is performed on a periodic and risk-based basis and may include vulnerability scanning, penetration testing, access-control reviews, and assessments of relevant third-party systems and integrations.

Any suspected or confirmed security incident is escalated, investigated, contained, and resolved in accordance with the License Holder's incident-management procedures. Where required, the incident is also assessed for notification to the Curaçao Gaming Authority, affected individuals, or another competent authority.

9.0 Quality Monitoring and Periodic Testing Methods

9.1 Overview

The License Holder maintains quality monitoring and testing procedures to support the integrity, security, reliability, and proper functioning of its gaming operations and supporting systems.

Testing and monitoring activities are carried out on a periodic, risk-based, and event-driven basis. The purpose of these activities is to confirm that key systems and controls operate as intended and that any issues are identified, escalated, remediated, and documented.

The scope of quality monitoring may include:

- RNG integrity and game fairness;
- Game launch, gameplay, and settlement functionality;
- Sportsbook market settlement;
- System availability and performance;
- Payment processing;
- Wallet functionality and balance accuracy;
- Access controls and administrative permissions;
- Security vulnerabilities;
- Backup and disaster recovery arrangements;
- Responsible gaming controls; and
- Transaction monitoring and reporting functions.

9.2 Testing Methods

The License Holder uses a combination of internal testing, provider testing, automated monitoring, independent certification, and periodic review.

Testing methods may include:

Functional testing, to confirm that key platform features such as registration, login, deposits, withdrawals, gameplay, bet placement, settlement, and reporting operate correctly.

Game and RNG testing, to confirm that games operate fairly and that RNG-based outcomes are random, independent, and in line with the certified game rules.

Payment and wallet checks, to confirm that deposits, withdrawals, winnings, refunds, reversals, and adjustments are recorded correctly in the player's account.

Responsible gaming testing, to confirm that limits, self-exclusion, cooling-off periods, account restrictions, and other player protection tools are applied correctly.

Access-control reviews, to confirm that only authorised personnel have access to administrative systems, player information, and sensitive platform functions.

Security testing, which may include vulnerability scans, penetration testing, patch checks, and review of relevant third-party integrations.

Backup and recovery testing, to confirm that critical systems and data can be restored where required.

System monitoring, to identify downtime, technical issues, abnormal activity, or service disruption.

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9.3 Independent Testing

Where required, games, RNG systems, platform components, or security controls are tested or certified by independent testing laboratories or qualified third-party providers.

Independent testing may include:

- RNG certification;
- Game fairness testing;
- RTP and game mathematics review;
- Security testing;
- Penetration testing; and
- Review of relevant software components.

The License Holder obtains and retains relevant certificates, reports, or confirmations from its software providers where applicable.

9.4 Frequency of Testing and Monitoring

Testing and monitoring are carried out on a periodic and risk-based basis. Additional testing may also be performed following significant system changes, incidents, provider changes, or regulatory requirements.

10. Storage of Player Personal Data and Other Records

10.1 Personal Data Collected

The License Holder collects and processes player personal data for legal, regulatory, compliance, operational, security, and customer support purposes.

The types of personal data collected may include:

- Identification details;
- Contact information;
- Date of birth;
- Payment and transaction information;
- Gaming and betting activity;
- Device, IP address, and login information;
- KYC and verification documentation; and
- Records required for AML/CFT, fraud prevention, responsible gaming, and regulatory purposes.

10.2 Data Storage and Security

Player personal data is stored securely within the License Holder's gaming platform and supporting systems, including relevant third-party systems used for payments, KYC, customer support, AML/CFT monitoring, fraud prevention, and responsible gaming.

The License Holder applies appropriate technical and organisational controls to protect personal data against unauthorised access, loss, misuse, alteration, or disclosure.

These controls may include:

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- Secure hosting environments;
- Encryption of data in transit;
- Encryption of data at rest, where applicable;
- Protection of backup data, where applicable;
- Role-based access controls;
- Multi-factor authentication for sensitive or administrative access;
- Access logging and monitoring; and
- Restrictions on privileged and administrative access.

10.3 Data Retention

Player personal data and related records are retained for as long as required to meet applicable legal, regulatory, AML/CFT, tax, accounting, dispute resolution, responsible gaming, and recordkeeping obligations.

Retention periods may vary depending on the type of record and the reason for which the information is held.

Archived records are kept in a manner that allows them to be retrieved for internal review, audit, investigation, or regulatory inspection where required.

10.4 Access Logging and Control

Access to player personal data is limited to authorised personnel and approved service providers who require access for legitimate business, operational, compliance, or regulatory purposes.

Administrative access to personal data is controlled, monitored, and logged where technically supported.

Access permissions are assigned according to the user's role and responsibilities and are reviewed periodically. Access is amended or removed where an individual changes role, leaves the organisation, or no longer requires access.

Any unauthorised access, suspected misuse, or potential data security incident is escalated and handled in accordance with the License Holder's incident management and data protection procedures.

11. Player-Facing Visual Elements

11.1 Website Information

The License Holder ensures that the website displays clear and accessible information to players as part of the gaming operation.

This may include:

- Account balance;
- Deposit and withdrawal options;
- Transaction history;
- Betting and gaming history;
- Active bonuses and wagering requirements;
- Game rules and paytables;
- Sports betting odds, stakes, and potential returns;

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- Terms and Conditions;
- Privacy Notice;
- Cookie information;
- Responsible Gaming information; and
- Regulatory or licence information.

11.2 Responsible Gaming Notices and Tools

Responsible gaming information is made available to players through the website.

This may include:

- Minimum age notices;
- Responsible gaming messages;
- Deposit limit tools;
- Cooling-off options;
- Self-exclusion information;
- Account closure options; and
- Links or information relating to player support resources.

11.3 Player Actions and Confirmations

The website allows players to carry out account and gaming-related actions, including placing bets, playing games, making deposits, requesting withdrawals, reviewing account activity, and using responsible gaming tools.

Where required, the website displays relevant information before the player confirms an action, such as placing a wager, accepting bonus terms, setting a limit, or applying a responsible gaming restriction.

12. Prevention of Access by Vulnerable, Excluded or Banned Persons

12.1 Age and Identity Verification

The License Holder does not permit individuals under the age of 18, or any higher age required by applicable law, to access or participate in its gaming services.

Player registration and onboarding controls are used to verify the player's identity and age. These controls may include:

- Collection of player identification details during registration;
- KYC and identity verification checks;
- Review of identity documents issued by recognised authorities;
- Screening of registration information against internal and external verification sources, where available.

Where a player is identified as being under the permitted minimum age, the registration process is stopped and access to gaming services is not granted.

Where the License Holder is unable to verify that a player meets the applicable age and identity requirements, access to gaming services may be restricted until the required checks are completed.

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Records of verification checks and related decisions are retained for compliance, audit, and regulatory purposes.

12.2 Prevention of Access by Excluded or Banned Persons

The License Holder maintains controls designed to prevent access by persons who are not permitted to participate in Games of Chance, including persons who are self-excluded, blocked, banned, or otherwise restricted under applicable law, regulation, or internal player protection procedures.

These controls may include:

- Account status controls preventing login or gameplay;
- Registration checks against existing player records;
- Duplicate account detection using player details, contact information, device data, payment data, or other available identifiers;
- Restrictions preventing deposits, wagers, or transfers by excluded or blocked accounts;
- Suppression of marketing communications to excluded players;
- Internal exclusion lists and account-blocking tools;
- Screening against any applicable national or regulatory exclusion list, where such access or integration is available; and
- Manual review of potential matches or attempted circumvention.

Where a player is identified as excluded, banned, underage, or otherwise restricted, the License Holder applies the appropriate account restriction and prevents the player from accessing gaming services.

12.3 Self-Exclusion and Cooling-Off Controls

Players are provided with tools to restrict their access to gaming services, including self-exclusion and cooling-off options.

Where a self-exclusion or cooling-off period is applied, the relevant account controls are implemented to prevent the player from:

- Logging in or accessing the gaming account, where applicable;
- Making deposits;
- Placing wagers or participating in games;
- Opening or using duplicate accounts to bypass the restriction; and
- Receiving marketing or promotional communications.

Self-exclusion and cooling-off restrictions are applied for the period selected or required and are maintained in accordance with the License Holder's Responsible Gaming Policy and applicable regulatory requirements.

12.4 Monitoring and Attempted Circumvention

The License Holder monitors activity that may indicate an attempt to bypass an exclusion, block, ban, or account restriction.

This may include review of:

- Duplicate or linked account registrations;
- Reuse of payment methods;
- Matching identity, contact, address, device, or IP information;

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- Suspicious changes to registration details;
- Attempts to access the account during a restriction period; and
- Other indicators that a restricted person may be attempting to access the service.

Potential matches or attempted circumvention are escalated for review by the relevant operational, compliance, fraud, or responsible gaming function.

12.5 Vulnerable Player Detection and Intervention

In addition to access-prevention controls, the License Holder monitors player activity to identify potential indicators of gambling-related harm or vulnerability.

Monitoring may include review of deposit behaviour, wagering activity, session duration, failed deposit attempts, account interactions, and other risk indicators.

Where potential concerns are identified, the License Holder may apply proportionate intervention measures, including responsible gaming messaging, direct player contact, account limits, cooling-off periods, self-exclusion guidance, or account restrictions where appropriate.

Further details are set out in the License Holder's Responsible Gaming Policy.

12.6 Records and Technical Measures

Records relating to verification checks, exclusions, account restrictions, attempted circumvention, intervention actions, and access-control decisions are retained in accordance with the License Holder's recordkeeping requirements.

13. TECHNICAL INFRASTRUCTURE AND BUSINESS CONTINUITY

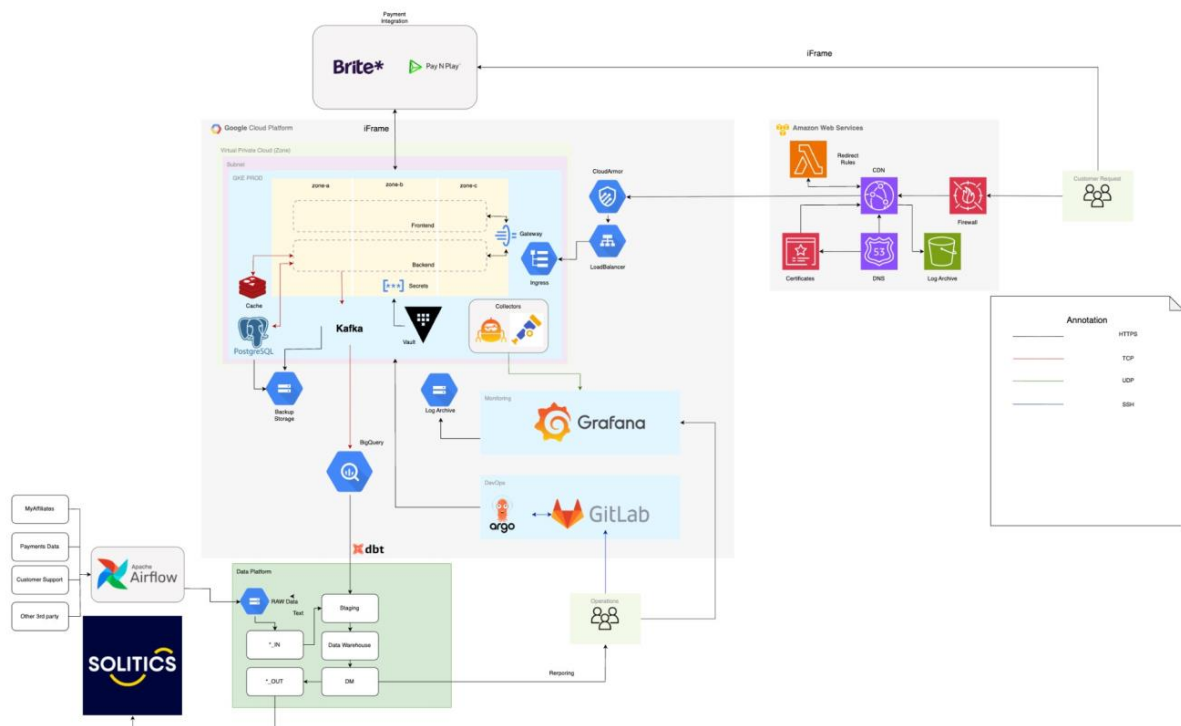
13.1 Infrastructure Overview

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

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

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13.2 Infrastructure Diagram



13.3 Business Continuity Plan

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

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

13.4 Disaster Recovery

Disaster recovery measures include the following:

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

14. Responsible Gaming

14.1 Responsible Gaming Framework

The License Holder applies responsible gaming measures as part of its operations to support player protection and reduce the risk of gambling-related harm.

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The License Holder's Responsible Gaming Policy sets out the procedures for identifying, monitoring, supporting, and restricting players where required. The policy is reviewed periodically and updated where necessary to reflect regulatory, operational, or system changes.

14.2 Responsible Gaming Tools

Players are provided with access to responsible gaming tools through the website.

These may include:

- Deposit limits;
- Cooling-off periods;
- Self-exclusion options; and
- Account closure or restriction options.

Where a responsible gaming tool or restriction is applied, the platform enforces the relevant limit or account control.

14.3 Player Monitoring and Intervention

The License Holder monitors player activity to identify potential signs of gambling-related harm or vulnerable behaviour.

This may include reviewing deposit activity, wagering behaviour, session duration, failed deposit attempts, use of responsible gaming tools, and other relevant risk indicators.

Where concerns are identified, appropriate action may be taken. This may include direct player contact, account limits, cooling-off, self-exclusion, or escalation for further review.

14.4 Staff Training

Relevant staff receive responsible gaming training during onboarding and on an ongoing basis.

Training may cover responsible gaming obligations, identifying potential problem gambling indicators, using responsible gaming tools, escalation procedures, vulnerable player interactions, and self-exclusion requirements.

Training records are retained for audit and regulatory review.

14.5 Marketing Restrictions

The License Holder applies responsible gaming principles to marketing and promotional activity.

Marketing must not target minors or self-excluded players, must not be misleading, and must not encourage excessive gambling. Responsible gaming messaging is included where required.

14.6 Records

Records relating to responsible gaming tools, player interactions, interventions, exclusions, training, and reviews are retained in accordance with the License Holder's recordkeeping requirements.

15. Terms and Conditions

The License Holder maintains the current version of its Terms and Conditions and makes them available to players through the website.

The Terms and Conditions are made accessible to players before registration and before participation in gaming activity, so that players can review the rules that apply to the use of the website and services.

The Terms and Conditions include provisions relating to:

- Player eligibility, including age and jurisdiction restrictions;
- Account registration, account use, and player responsibilities;
- Wagering requirements, and promotional restrictions;
- Deposit and withdrawal rules, including verification requirements;
- Dormant or inactive account handling;
- Complaints and dispute resolution procedures; and
- Any other terms required by applicable legal or regulatory requirements.

The License Holder maintains version control records for the Terms and Conditions, including updates, amendments, approval dates, and previous versions where required.

The License Holder will review and update the Terms and Conditions where required to ensure alignment with applicable Curaçao Gaming Authority requirements. Any required amendments will be implemented within the timeframe required by the regulator.

16. Player Dispute Resolution Process

16.1 Complaint Submission

The License Holder provides players with accessible channels to raise complaints or disputes relating to their account, transactions, gameplay, withdrawals, bonuses, or any other aspect of the gaming service.

Players may submit complaints through the contact methods made available on the website and in the Terms and Conditions, including by email to the designated complaints address.

Players are encouraged to provide sufficient information to allow the matter to be reviewed, including their account details, a description of the issue, relevant dates, transaction references, screenshots, or any supporting information available.

16.2 Internal Review

Complaints received by the License Holder are reviewed in a structured and fair manner.

Where a complaint is received, the matter is recorded and assessed by the relevant customer support, payments, fraud, compliance, responsible gaming, or technical function, depending on the nature of the issue.

The internal review may include consideration of:

- Player account records;
- Transaction and payment history;
- Gameplay or betting records;

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- Bonus and wagering information;
- System logs;
- Communications with the player; and
- Any relevant Terms and Conditions or game rules.

The License Holder aims to resolve complaints as soon as reasonably possible. Where further investigation is required, the complaint may be escalated internally to the appropriate team or senior function.

16.3 Escalation and External Dispute Resolution

If a complaint cannot be resolved through the internal review process, the player may escalate the matter in accordance with the escalation route set out in the Terms and Conditions.

Where applicable, unresolved disputes may be referred to an approved Alternative Dispute Resolution (“ADR”) entity or other external dispute resolution body.

The License Holder cooperates with external dispute resolution processes where required and provides relevant information to support the fair review of the matter.

16.4 Recordkeeping

The License Holder maintains records of player complaints, investigations, communications, decisions, and outcomes.

Complaint records are retained in a manner that allows the License Holder to demonstrate how the complaint was received, reviewed, escalated, and resolved.

Such records may be made available for internal review, audit, regulatory inspection, or external dispute resolution where required.

The detailed handling of complaints, including classification, escalation, timelines, and any reportable complaint requirements, is further described in the License Holder’s Player Complaint Policy.

17. Digital Recordkeeping

17.1 Records Maintained

The License Holder keeps digital records of key player, gaming, financial, operational, and compliance information in order to support the proper operation of its gaming services and meet applicable legal and regulatory requirements.

The records maintained may include:

- Player registration details, account information, and onboarding records;
- KYC, verification, and due diligence documentation;
- Deposit, withdrawal, payment, refund, reversal, and adjustment records;
- Player wallet balances and transaction history;
- Gaming and betting activity, including wagers, game rounds, bet outcomes, settlements, voids, and cancellations;
- Bonus and promotional activity, including wagering requirements and bonus outcomes;
- Complaint and dispute records, including communications and final outcomes;

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- Responsible gaming records, including limits, cooling-off, self-exclusion, and player interactions;
- AML/CFT, fraud, risk, and transaction monitoring records, including alerts, reviews, and investigation outcomes; and
- System and audit logs relating to access, account changes, administrative actions, and other relevant operational activity.

Records are maintained in a structured and secure manner so that relevant information can be identified, reviewed, retrieved, and made available for audit, investigation, or regulatory inspection where required.

17.2 Security and Integrity of Records

The License Holder applies technical and organisational controls to protect the confidentiality, integrity, and availability of digital records.

These controls may include:

- Secure storage of records within the gaming platform and supporting systems;
- Encryption of data in transit and, where applicable, data at rest;
- Backup and recovery arrangements for critical records;
- Role-based access controls;
- Restrictions on administrative and privileged access;
- Logging and monitoring of access to key systems; and
- Controls designed to prevent unauthorised alteration, deletion, loss, or disclosure of records.

Access to records is limited to authorised personnel and approved service providers who require access for legitimate operational, compliance, security, audit, or regulatory purposes.

17.3 Audit Trails

The License Holder maintains audit trails to support the traceability and accountability of key system and user activity.

Audit trails may include records of:

- Administrative and privileged user actions;
- Account creation, suspension, restriction, reopening, or closure;
- Changes to player account details or status;
- Deposits, withdrawals, refunds, reversals, and manual financial adjustments;
- Gaming and betting settlements, voids, corrections, or cancellations;
- Responsible gaming restrictions and exclusion actions;
- Complaint and dispute handling actions; and
- Security-related events, including access attempts, alerts, and incidents.

Audit trail records are stored securely and retained in accordance with applicable legal, regulatory, audit, and internal recordkeeping requirements.

17.4 Availability for Review and Inspection

Digital records are maintained in a way that allows the License Holder to reconstruct relevant player activity, gaming activity, financial transactions, and key operational decisions where required.

Records may be used to support:

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- Internal reviews and investigations;
- Player complaints and disputes;
- AML/CFT and fraud reviews;
- Responsible gaming reviews;
- Payment and reconciliation checks;
- Internal and external audits; and
- Regulatory inspection or requests from the Curaçao Gaming Authority or another competent authority.

Where records are requested by the relevant authority, the License Holder makes the required information available in accordance with applicable legal, regulatory, confidentiality, and data protection requirements.

18. AML/CFT Compliance

18.1 AML/CFT Framework

The License Holder maintains an Anti-Money Laundering and Countering the Financing of Terrorism (“AML/CFT”) framework designed to prevent, identify, manage, and report financial crime risks connected with its online casino and sports betting operations.

The AML/CFT framework is based on applicable Curaçao legal and regulatory requirements and is supported by documented policies, procedures, controls, and reporting lines.

The framework covers areas including:

- Customer due diligence and player verification;
- Ongoing monitoring of player activity;
- Monitoring of deposits, withdrawals, payment activity, and wagering behaviour;
- Identification and review of unusual or suspicious activity;
- Enhanced due diligence where higher-risk activity is identified;
- Internal escalation and reporting procedures;
- Staff responsibilities and training; and • Recordkeeping requirements.

Responsibility for oversight of the AML/CFT framework is assigned to the designated Compliance Officer (“CO”) or equivalent responsible function. The CO is responsible for reviewing escalated concerns, assessing suspicious activity, and ensuring that applicable reporting obligations are met.

Further details are set out in the License Holder’s AML/CFT Policy.

18.2 Risk-Based Approach

The License Holder applies a risk-based approach to AML/CFT compliance. This means that the level of due diligence, monitoring, and review applied to a player or transaction is proportionate to the level of risk identified.

Relevant risk factors may include:

- The player’s profile, verification status, and account behaviour;
- The player’s country of residence or location;
- Deposit, withdrawal, and payment patterns;
- Wagering behaviour and gameplay activity;
- Use of bonuses or promotions;
- Payment methods used by the player;

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- Source of funds or source of wealth information, where required;
- Links to fraud, suspicious activity, sanctions, or other financial crime indicators; and • Any other factors identified through the License Holder's AML/CFT procedures.

Where a player or transaction presents a higher level of risk, the License Holder may apply enhanced due diligence, request additional information or documentation, restrict account activity, delay or reject transactions, or escalate the matter for further compliance review.

18.3 Transaction Monitoring

The License Holder monitors player transactions and activity to identify unusual, inconsistent, high-risk, or potentially suspicious behaviour.

Monitoring may include review of:

- Deposit and withdrawal patterns;
- Rapid movement of funds through the gaming account;
- Unusual transaction frequency or value;
- Payment method changes or inconsistencies;
- Failed or repeated payment attempts;
- Irregular wagering or gameplay patterns;
- Activity inconsistent with the player's profile;
- Possible fraud, collusion, bonus abuse, or account misuse;
- Attempts to avoid internal thresholds or controls; and
- Exposure to sanctioned persons, restricted jurisdictions, or other financial crime risks.

Monitoring may be supported by automated systems, manual review, payment provider information, player account data, and internal compliance checks.

Alerts or concerns identified through monitoring are reviewed by appropriately trained personnel and escalated to the CO or relevant compliance function where required.

18.4 Suspicious Activity Reporting

Where suspicious activity is identified, the matter is escalated internally for assessment by the MLRO or designated responsible person.

The review may consider the player's account history, KYC information, payment activity, wagering behaviour, source of funds information, supporting documentation, and any other relevant information.

Where the License Holder determines that reporting is required under applicable laws or regulatory requirements, the relevant report is submitted to the competent authority within the required timeframe and in the prescribed manner.

The License Holder ensures that confidentiality is maintained during the review and reporting process. Personnel must not disclose to the player or any unauthorised person that a suspicious activity review or report has been made or is being considered.

Records of AML/CFT reviews, escalations, decisions, supporting information, and reports are retained in accordance with applicable legal, regulatory, and internal recordkeeping requirements.

19. Incident Management

19.1 Overview

The License Holder maintains incident management procedures to ensure that operational, technical, security, player protection, and regulatory incidents are identified, assessed, escalated, resolved, and documented in a consistent manner.

The purpose of the incident management process is to reduce the impact of incidents on players, systems, regulatory compliance, and the overall operation of the business.

19.2 Incident Categories

Incidents may include, but are not limited to:

- Cybersecurity events, including unauthorised access, hacking attempts, malware, or other security threats;
- Fraud-related incidents, including payment fraud, bonus abuse, collusion, or account misuse;
- Service interruptions affecting platform availability, gameplay, payments, or transaction processing;
- Data protection incidents involving the loss, exposure, or unauthorised disclosure of personal or financial data;
- Game or settlement issues, including incorrect payouts, technical errors, or system malfunctions; and
- Compliance-related incidents, including potential breaches of Curaçao gaming legislation, licence conditions, internal policies, or regulatory requirements.

19.3 Incident Handling Process

Incidents may be identified through system monitoring, alerts, player reports, internal reviews, third-party provider notifications, or staff escalation.

Once identified, the incident is recorded and assessed to determine its nature, severity, impact, and any immediate action required.

The incident handling process may include:

- Logging the incident and relevant details;
- Categorising the incident based on its type and severity;
- Assessing the systems, players, transactions, or services affected;
- Escalating the matter to the relevant operational, technical, compliance, security, or management function;
- Applying temporary controls or workarounds where needed;
- Investigating the root cause;
- Implementing corrective action;
- Restoring affected systems or services; • Confirming that the issue has been resolved; and • Recording the final outcome.

Material or high-risk incidents are escalated to senior management and the Compliance function where required.

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19.4 Third-Party Provider Incidents

Where an incident involves a third-party provider, including a platform, game, sportsbook, payment, hosting, or technical service provider, the License Holder works with the relevant provider to assess, investigate, and resolve the issue.

The License Holder remains responsible for assessing the impact on players, regulatory obligations, records, complaints, and any required follow-up action.

19.5 Regulatory Assessment and Reporting

Incidents are assessed to determine whether they may require notification to the Curaçao Gaming Authority or another competent authority.

Reportable incidents may include significant system failures, cybersecurity incidents, data breaches, game fairness issues, incorrect settlements, major payment issues, serious fraud, AML/CFT concerns, or other matters that may affect regulatory compliance or player protection.

Where regulatory reporting is required, the License Holder submits the relevant information within the applicable timeframe and maintains records of the notification and any follow-up correspondence.

19.6 Records and Follow-Up

The License Holder maintains records of incidents, investigations, actions taken, communications, regulatory assessments, resolutions, and any corrective measures implemented.

Following resolution, incidents may be reviewed to identify recurring issues, control weaknesses, training needs, or improvements to systems and procedures.

Incident records are retained for internal review, audit, regulatory inspection, and continuous improvement purposes.

Appendix T&C

TERMS & CONDITIONS

Version 1.0 Dated April 1st 2026

1. General terms and conditions

- **1.1.** These Terms and Conditions (hereinafter referred to as the “T&Cs”) shall be the official source of reference and shall be read in its entirety prior to the use of betclown.com (the “Website”), our service or Software. All Games played on betclown.com are duly subject to the rules as specified in these T&Cs. You are responsible for reading these T&Cs carefully and making sure you understand them. Should You not agree with these T&Cs, You should not use the Website any further.
- **1.2.** Betclown.com is operated by Cartwheel B.V, a company incorporated in Curaçao with its registered office at Groot Kwartier 10, Curaçao and registered with the Curaçao Chamber of Commerce under registration number 165562. The Licensee is licensed by

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the Curaçao Gaming Authority ("CGA") under license number OGL/2024/1569/0782, issued on 16th December 2025,

- **1.3.** Cartwheel B.V. is hereby referred to as "Company", "We", "Us" or "Our" and the registered user shall be referred to as "You", "Yours", or "Player", as and where appropriate
- **1.4.** We may amend these T&Cs from time to time where reasonably necessary, including to reflect changes in applicable laws, regulations, licensing requirements, products, services, systems, security measures, responsible gaming requirements, or operational processes. Any amendment shall be made in a clear, transparent and non-misleading manner.
- **1.5.** Where we make changes to these T&Cs, we will notify Players using an appropriate communication channel. Such notice shall include, where applicable, the effective date of the amended T&Cs, a reference to the material changes and/or relevant clause numbers, and a direct link to the updated T&Cs.
- **1.6.** These T&Cs are in effect as soon as they are published on this page but will not, under any circumstance, retroactively affect any bonus promotions.
- **1.7.** The T&Cs, as published on the Website are provided in English and in any other language/s that may be added from time to time. Please note the English version of these T&Cs form the basis of these T&Cs. Translations into other languages are provided in good faith only. Should there be any discrepancy between the T&Cs in the English language version and the version in any other language, the English version will supersede
- **1.8.** The Player is fully responsible for paying all fees and taxes applicable to their winnings according to the laws of the jurisdiction of where the Player resides.
- **1.9.** Rules for each specific game are available under the rules section of the game window, which can be different for every other game. The Player confirms that they know and understand the rules of the games offered by the Company.
- **1.10.** By accepting these T&Cs, You are fully aware that there is a risk of losing money when gambling on the Website and that You are fully responsible for any such loss. In relation to Your losses, You shall have no claims whatsoever against the Company or its respective directors, officers or employees.

2. Your Account

- **2.1.** To be able to play real money games, you must open an account on betclown.com by completing the registration process. If You are registering or depositing using any form of electronic verification system, You authorize Us to receive Your personal details from such third-party provider and, on the basis of that information, to create Your account and become a Player on the Website.
- **2.2.** You must be over the legal age of 18 years and in any case shall have attained the legal age as stipulated in their country of residence to register an account with the Company.
- **2.3.** Players residing in the countries that are not available in the registration process cannot register an account.
- **2.4.** You may only register an account personally and for your own personal use. Registration, acceptance of these T&Cs, deposits, wagers, gameplay and withdrawals may not be completed by any third party. The sale, transfer, assignment, acquisition or sharing of accounts is strictly prohibited.
- **2.5.** You must provide accurate, complete and up-to-date information during registration and thereafter, including contact details, identity details and any information reasonably requested for legal, security, verification, anti-fraud, responsible gaming or AML/CFT purposes.
- **2.6.** We reserve the right to prohibit persons from any jurisdiction from opening an account with Us.
- **2.7.** Online gambling may be illegal in the jurisdiction in which you are located. The Company does not intend to enable You to contravene applicable law. You are responsible for any gaming activity and You are also responsible for ensuring that You are not contravening any law or legislation prohibiting online gambling in Your jurisdiction.

Before accessing and using the Website, in any jurisdiction, You should consult legal expertise in the jurisdiction You are located.

- **2.8.** No employees, executives, managers, directors, consultants, agents, affiliated companies, providers or sellers of the Company, or anyone else having access to inside information, can participate in any of the games during their term of employment and/or engagement with the Company.
- **2.9.** Only one account per person is allowed (one name, one account, one IP address). Using multiple accounts is strictly forbidden and in such instances all accounts will be closed immediately. The Company reserves the right, in its sole discretion, to void any winnings and confiscate any balance in Your account, if You have successfully managed to create multiple accounts. It is prohibited to allow (intentionally or unintentionally) someone else to play on Your account.
- **2.10.** If multiple players wish to play on the Website from a shared computer environment, to avoid unnecessary security procedures, We strongly suggest that You all contact Our Customer Support team via email support@betclown.com or chat before creating multiple accounts.
- **2.11.** If Your Player account is deemed to be inactive, which is applicable after You have not logged in or logged out for 12 (twelve) consecutive months, We reserve the right to charge a monthly administrative fee (the "Fee") of €10 (ten Euro) or the equivalent in another currency (or the current balance of Your Player account, if less) as long as the balance of Your Player account remains positive. You authorize Us to debit this Fee from Your Player account at the beginning of the month following the day on which Your Player account is deemed inactive, and on the beginning of every subsequent month that your Player Account remains inactive. The Company will stop deducting the Fee if the account balance is zero or if the account is reactivated after contacting Our customer support team.
- **2.12.** Transfer of funds between individual Player accounts is strictly prohibited. Selling, transferring and/or acquiring accounts to/from other Players is also strictly prohibited.
- **2.13.** We reserve the right to terminate Your account if You are masking, disguising, anonymising, or hiding Your I.P. address (that is through the use of a VPN) while accessing the Website.

3. Account Verification

- **3.1.** All accounts need to be verified for age, fraud prevention, payment processing, promotion eligibility, account closure, etc. We reserve the right to ask You for verification documents upon deposits made or prior to executing a withdrawal. This includes, but is not limited to requesting copies of:
 - Your valid photographic personal identification documents (passport, identity card, or driver's license)
 - Documents to confirm Your permanent residential address such as a copy of a utility bill (gas, electric, water, landline phone – not older than 3 months) with the name and address as registered in Your betclown.com account.
- **3.2.** For security reasons, Yours and the Company's, additional authorisation forms for credit card and documents may be requested from You by Our team.
- **3.3.** A player who deposits or plays with Us logging in with an electronic verification system, instead of using other site-specific login credentials, authorizes Us to collect the necessary identification information through e-ID (electronic ID) and to create a Player account on their behalf.

4. Deposits

- **4.1.** To be able to place bets on betclown.com, You are required to make a minimum deposit. The minimum deposit per deposit method can be found for each payment method offered on our site by visiting the Payment Methods section of Our website. Deposits to Your Account may be made through various payment providers that can change from time to time. Procedures, terms, charges and other conditions vary between payment providers. You can only deposit into Your Account through the Website.

- **4.2.** You may only use Your own personal credit/debit card or other payment method to deposit into Your account. The name appearing on the credit cards or registered on the payment accounts used for deposits or pay-outs must correspond to the name registered on Your account.
- **4.3.** Deposited funds are available on Your account within a reasonable amount of time following the confirmation of the deposit made. However, many options are instant. Further information is available for each payment method in the payments section of the Website.
- **4.4.** We reserve the right to request proof of payments to Your account at any moment.
- **4.5.** We do not provide credit for the use of our services. Additionally, we are not a financial institution, and no interest will be accrued on deposits or charges. In the event of delays in processing funds as part of our routine withdrawal procedures, we shall not be held responsible for any delays caused by third-party processors, including but not limited to banks and payment service providers.
- **4.6.** We do not provide advice to Players regarding tax and/or legal matters. We advise Players to seek such advice from appropriate advisors and/or authorities in the jurisdiction they are domiciled and/or resident in.

5. Withdrawals

- **5.1.** You may at any time request a payout from the existing balance of Your account provided that all payments have been confirmed and all amounts deposited, and all other T&Cs, including bonus terms have been met.
- **5.2.** Withdrawals will be made to Your bank account or other withdrawal methods available to You under the "Withdrawal" pages. Whenever possible, withdrawals will be paid using the same method You used to make Your deposits.
- **5.3.** Withdrawals may only be made to an account registered in Your name and must have the same name and address as it exists in Our records.
- **5.4.** It will not be possible to withdraw funds marked as "Bonus money", as well as funds stuck in a canceled game.
- **5.5.** The minimum withdrawal amount is specified on the Payment Methods page per each withdrawal method. Any withdrawal of an amount lower than specified amount per payment method will be rejected and the funds will be returned to the player's balance. A player may then place a new withdrawal request in line with the specified limit.
- **5.6.** Although We cannot be held liable for the length of time to process payments, We do aim to process withdrawal requests within the specified processing times after verification of the requested documents.
- **5.7.** We reserve the right to decline a withdrawal request if the account verification has not been completed in full. This verification includes verification of your identity, age and location, and phone number, as detailed under clause 3.1. In addition, We further reserve the right, at Our sole discretion, to demand a notarized identity document or any equivalent certified identity document according to the applicable law of Your jurisdiction.
- **5.8.** We may charge assigned fees for processing withdrawals and this shall be clearly stated when You perform a withdrawal request.
- **5.9.** You may withdraw the maximum amount of €20,000, or currency equivalent per month, €10,000 per week and no more than €5,000 per day, except for progressive jackpot wins where no limitation will apply. VIP players may be entitled for higher withdrawal levels.
- **5.10.** If You win €100,000 or more, currency equivalent, We reserve the right to divide the payout into 10 (ten) installments, paid as 10 (ten) per cent every month for 10 (ten) months until the full amount is paid out. You will not get any interest on any outstanding amounts.
- **5.11.** All deposits which are not connected to a bonus promotion must be wagered at least 1 (one) time before the withdrawal can be made. Otherwise, We reserve the right to charge a fee, at Our sole discretion, for the processing of the withdrawal, in case the deposit is not wagered at least 1 (one) time.

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- **5.12.** We reserve the right to forfeit all funds on Your account and close the account without any prior notification, in case of suspicion You may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering or terrorist financing activities, or conduct activities otherwise in violation of these T&Cs.

6. Refund Policy

- **6.1.** By using our services, you acknowledge and accept that all deposits and bets are final and non-refundable. Refunds will only be considered in exceptional circumstances and are not guaranteed. You acknowledge that we reserve the right to process refund requests at our sole discretion.

7. Restricted Player Groups

- **7.1.** We will not allow Players from certain countries (“Restricted Countries”) to open a Player account and/or place any real money bets on Our Website. The Restricted Countries, include, but are not limited to: Afghanistan, Albania, Anguilla, Australia, Austria, Algeria, Andorra, Angola, Argentina, Barbados, Belgium, Botswana, Burma, Cambodia, Ontario territory of Canada, China (including its territories), Czech Republic, Democratic Republic of Congo, Dutch Kingdom (Netherlands, Curaçao, Aruba, Bonaire, Sint Maarten, Sint Eustatius, Saba), Estonia, Fiji, France and its overseas territories (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, St. Martin, French Polynesia, Wallis and Futuna, New Caledonia), Germany, Ghana, Guam, Hong Kong, Hungary, Iran, Iraq, Israel, Jamaica, Laos, Libya, Lithuania, Macau, Malaysia, Malta, Mauritius, Myanmar, Nicaragua, Nigeria, North Korea, Northern Mariana Islands, Oman, Pakistan, Palau, Panama, Poland, Puerto Rico, Samoa, Serbia, Seychelles, Slovakia, Slovenia, Somalia, Spain, Sudan, Sweden, Syria, Thailand, The Bahamas, Trinidad and Tobago, Uganda, United Kingdom, United States of America (including its territories and Minor Outlying Islands), US Virgin Islands, Vanuatu, Yemen, Zimbabwe.

8. Anti-Money Laundering (“AML”) and Countering the Financing of Terrorism (“CFT”)

- **8.1.** We are subject to anti-money laundering, counter-terrorist financing, sanctions and related legal and regulatory obligations. All deposits, withdrawals and other relevant transactions may be monitored, reviewed and assessed for AML/CFT and fraud-prevention purposes.
- **8.2.** You acknowledge that we may carry out identity verification, source-of-funds/source-of-wealth checks, public record searches, sanctions screening and politically exposed person (“PEP”) screening, and may request additional information or documentation where reasonably required.
- **8.3.** The information provided to Us for the purposes of Our due diligence obligations shall be handled in accordance with our Privacy Policy.
- **8.4.** You hereby acknowledge that We shall use the information obtained from You for Our due diligence obligations to conduct public searches and perform checks to verify the information provided to Us.
- **8.5.** Whilst We are carrying out Our due diligence measures, You may be allowed to continue using Your account. However, You will not be allowed to affect any withdrawals from such accounts until Our verification procedures are completed.
- **8.6.** Where We are unable to conclude Our due diligence obligations, because We have not received the required information from You or We are otherwise unable to verify Your identity, no activity may be undertaken from the account and the account will be blocked and/or terminated. In such an event, We shall return any deposit funds present on the account at the time of blocking and/or termination, except where it is necessary for us to delay or withhold the payment of all or some of Your funds to comply with our legal obligations..
- **8.7.** If We become aware or suspect that the information provided by You is materially false or misleading, We shall cancel the registration or terminate Your account, and take

any other steps that may be required by Us under law. We will not pay out any winnings in such circumstances.

9. Responsible Gaming

- **9.1.** We endorse responsible gaming and gambling initiatives to ensure You can enjoy Your experience on Our Website while remaining aware of the potential social and financial harms associated with problem gambling. Gambling should not be viewed as a source of income or a solution to financial difficulties. We encourage you to monitor the time and money spent online and play responsibly.
- **9.2.** We provide various tools to help you manage your gambling habits effectively. You can apply limits to your account at any time through the 'Responsible Gaming' section under 'My Account.' The available limits include:
 - **9.2.1. Deposit Limit:** Restrict the amount of money you can deposit into your account. If You reach the set limit, You will be unable to deposit further until the limit resets. While You may decrease or remove a deposit limit immediately, increasing or deleting a limit will take 24 hours to become effective.
 - **9.2.2. Self-Exclusion:** Block Yourself from accessing Our Website for a specified period or indefinitely. For players who wish to restrict their gambling further, We offer voluntary self-exclusion tools. These allow You to:
 - Temporarily close Your account for a definite period.
 - Indefinitely exclude Yourself from accessing Our Website.
 - **9.2.3.** To make changes to an active self-exclusion:
 - Increasing a definite self-exclusion: Contact Customer Support.
- **9.3.** We aim to process Your requests for limits or self-exclusion promptly. However, please note:
 - Limits and exclusions apply to individual accounts. If You hold accounts on multiple Websites operated by Us, You must set restrictions on each account separately.
- **9.4.** If You require assistance or further information about responsible gaming features, please contact Our Customer Support team via email at support@betclown.com. Our team is here to help You make informed and responsible decisions about Your gaming experience.

10. Jackpot Terms and Conditions

- **10.1.** All jackpot winnings are subject to verification by the game provider and betclown.com
- **10.2.** Verification may include, but is not limited to, identity confirmation, proof of address, source of funds, and compliance with any other applicable regulations.
- **10.3.** Jackpot prizes will only be paid out after the verification process is successfully completed by both betclown.com and the game provider.

For more information on jackpot terms and conditions please refer to section 21-23 of our bonus terms.

11. Maximum Win Limits

- **11.1.** Maximum win limits apply, regardless of the amount you have bet or staked. This means that regardless of your wager or the displayed total as your 'winnings,' your payout will be capped at the maximum winnings limit outlined below.
- **11.2.** The maximum payout for any single win on any game on the Site is limited to €250,000. The Company will adjust the balance to cap any winnings exceeding the maximum amount specified in these terms. In case of any conflict with provisions contained in the in-game information, these terms and conditions shall prevail.
- **11.3.** The maximum win limit does not apply to winnings on progressive jackpots, which will be paid out in full without restriction.

12. Cancellation, Errors, Interrupted Events and Void Transactions

- **12.1.** We may cancel, void, correct or settle any bet, wager, game round, bonus or transaction where this is reasonably necessary.
- **12.2.** Where a bet, wager, game round or transaction is cancelled or voided, the usual outcome will be that the relevant stake or affected amount is returned to the Player's account, unless the applicable game rules, betting rules, bonus terms, legal obligations, or evidence of fraud or unlawful conduct require a different outcome.
- **12.3.** For sportsbook products, settlement will be based on the official result published by the relevant governing body or other source identified in the applicable betting rules. For live dealer, streamed or other non-RNG products, settlement and any discrepancy resolution will be based on the official game or provider record, unless applicable law requires otherwise.

13. Sportsbetting Rules

- **13.1.** By placing a sportsbook bet on the Website, you agree to be bound by these T&Cs, together with any applicable sport-specific rules, market rules and product rules made available on the Website from time to time.
- **13.2.** Betclown reserves the right to change the Sports betting rules at its own discretion, at any point in time. You confirm that it is Your responsibility to familiarize yourself with applicable version of the Sports betting rules prior to placing any bet.
- **13.3.** We may offer different bet types, including single, multiple and system bets. A single bet is a bet on one selection only. A multiple bet combines two or more selections and, unless otherwise stated, all selections must be successful for the bet to win. A system bet consists of multiple combinations of selections and may return a payout where only some selections are successful, depending on the system chosen.
- **13.4.** Once a bet has been placed and accepted, it cannot be cancelled or amended, except where a Cash Out feature is offered and successfully processed. Cash Out, where available, is not guaranteed and may be suspended, refused or unavailable due to market suspension, odds movement, technical issues or provider-related issues.
- **13.5.** We reserve the right, at our sole discretion, to refuse, reject, limit, suspend or void any bet or part of a bet where reasonably necessary, including where:
 - **13.5.1.** the bet was placed after the outcome of the event was known or after a participant had gained a material advantage;
 - **13.5.2.** the bet was accepted in error, including as a result of a technical, human, pricing or obvious odds error;
 - **13.5.3.** the account did not contain sufficient cleared funds to cover the stake;
 - **13.5.4.** the bet is connected with fraud, collusion, match-fixing, integrity concerns or any other unlawful or improper activity;
 - **13.5.5.** You have participated in, influenced or otherwise connected to the relevant event; or
 - **13.5.6.** two or more selections within the same bet are correlated or otherwise affect each other, unless expressly permitted by us, including through an approved product feature such as Bet Builder.
- **13.6.** Bets are accepted up to the advertised start time of the relevant event. If a pre-match bet is inadvertently accepted after the event has started, and the bet is not intended to be an in-play bet, the relevant bet or selection may be declared void. Unless otherwise stated, all bets are settled on the basis of decimal odds, irrespective of the odds format displayed to the Player.
- **13.7.** All bets shall be settled by reference to the official result of the relevant competition, governing body or other official source. Where the official source is unavailable, inconsistent, obviously incorrect or later corrected, we reserve the right to rely on other reliable sources or to make a reasonable determination in good faith. We also reserve the right to re-settle any market where it has been settled incorrectly, where

- the official result is changed, or where the market should properly have been declared void. Any such re-settlement may result in an adjustment to your account balance.
- **13.8.** Any scores, match trackers, statistics, live data, score centres or similar information displayed on the Website are provided for information purposes only. While we make reasonable efforts to ensure such information is accurate, we do not guarantee its completeness or accuracy and accept no liability for any inaccuracy, delay or omission in such information.
 - **13.9.** Where an event is cancelled, all related bets will generally be void and the relevant stakes refunded, unless the outcome of the relevant market had already been unconditionally determined. Where an event is abandoned, interrupted or postponed, bets shall be settled in accordance with the applicable sport-specific rules. We may also void bets where there is a change of opponents, venue, event format or other material circumstance affecting the integrity or identity of the event, subject always to the rules applicable to the relevant sport or market.
 - **13.10.** Unless otherwise stated in the applicable sport-specific rules, if a player, team or competitor has started an event but does not complete it, bets on that player, team or competitor shall remain valid. We reserve the right, however, to void affected bets where a non-participation, injury announcement or similar development has materially affected the relevant market before it could reasonably be suspended, reviewed or repriced
 - **13.11.** Where dead heat rules apply, winnings shall be divided proportionately between the number of actual winners and the number of expected winning positions. Dead heat rules may apply to outright, top scorer, place and other multi-winner markets where applicable.
 - **13.12.** For more information on our sportsbetting rules please refer to our sportsbetting page.

14. Data Protection

- **14.1.** We process personal data in accordance with our Privacy Policy and applicable law. Our Privacy Policy explains, among other things, the categories of personal data we collect, the purposes for which we use it, the legal bases relied upon where applicable, the parties with whom it may be shared, international transfers where applicable, and the applicable retention periods or the criteria used to determine them. The Privacy Policy forms an important part of the contractual framework governing use of the Website.
- **14.2.** We hereby warrant to adopt adequate technical and organizational measures to ensure the security of Our systems and the integrity of data transmitted on our Website. You hereby warrant to take reasonable measures to ensure the security of Your systems and the integrity of data transmitted to Us.
- **14.3.** You hereby acknowledge that Your personal data shall be processed by Us or by any other person, company or firm associated in any manner or otherwise engaged by Us to provide services to it in order for Us be able to provide the services to You as laid down in these T&Cs.
- **14.4.** We shall process Your personal data in line with the Privacy Policy on this Website. We shall comply and shall enter into contractual arrangements with associated persons, companies or firms and any other person, company or firm engaged by Us to provide services to it and which is processing personal data on Our behalf, to ensure compliance with all relevant legislation and regulations in relation to the handling and processing of such personal data.
- **14.5.** We reserve the right to retain all communications related to your participation in games, including but not limited to emails, chats, and transaction records, for a period deemed necessary in accordance with applicable laws and regulations. Such communications will be retained to ensure compliance with legal and regulatory obligations, resolve disputes, and maintain the integrity of our services. By using our services, you consent to the retention of these communications in accordance with this clause. For more information, please refer to the Privacy Policy.

15. Complaints and Dispute Resolution

- **15.1.** We are committed to fair and transparent handling of all complaints in line with the Curacao National Ordinance on Games of Chance (LOK) and under the supervision of the Curacao Gaming Authority (CGA).
- **15.2. Submitting a Complaint**
 - **15.2.1.** You may submit a complaint within six months of the relevant incident, free of charge.
 - **15.2.2.** This can be done by contacting our customer support team via email on complaints@betclown.com to lodge Your complaints regarding Our services.
- **15.3.** Complaints are handled by Our customer support team and escalated in the organization if required. We aim to deal with Your complaint as soon as possible, but no later than within 8 (eight) weeks. You shall be informed about the state of Your complaint to a reasonable level.
- **15.4.** To the extent that You are not satisfied with Our final response through the complaints procedure stipulated above You may contact our alternative dispute resolution (ADR) provider, ABC - ADR. ABC - ADR is a dispute resolution service provider who We have appointed as an independent entity to offer alternative dispute resolution facilities for disputes (namely any complaint which relates to the outcome of a complainant's gambling transaction and is not resolved by Our complaints procedure stipulated above). The ADR service is free of charge.
- **15.5.** The conclusions of the ADR entity acting in arbitration/ adjudication capacity, shall be binding upon both Us and You.

16. SMS & Email

- **16.1.** SMS and email messages are only available to Players of betclown.com. Informational communication is sent automatically by certain systems. Marketing communication with campaigns are sent to Players who opt in to receive marketing material from Us.
- **16.2.** In the event that information or text in messages sent by email, SMS or other forms is incorrect, the information that may be found on the Website, or in the T&Cs, or in the Bonus rules stated by betclown.com for the campaign in question prevails.
- **16.3.** We do not accept and take no responsibility whatsoever if there is any error in the content of the messages in SMS and/or email or if a Player would not receive such message(s).
- **16.4.** Some messages are only sent to a selected group of Players. In this case, the offer only applies to the group determined by Us.
- **16.5.** Some offers are only available for those Players who have fulfilled the eligibility requirements set by Us for the specific offer/promotion for a period specified in the terms and conditions.

17. Limitation of Liability

- **17.1.** You acknowledge that the services offered on this Website are for entertainment purposes only. You are not required to use Our services and Your participation is at Your sole choice and discretion. The Website and the games are provided without any warranty whatsoever whether this is express or implied. You claim that Your interest in Our services and in our Website is personal, and not professional and that You have registered an account with Us only for personal entertainment. Any other use of the services and/or Our Website We provide is strictly prohibited.
- **17.2.** Without prejudice to the generality of the preceding provision, We, Our directors, employees, partners and service providers:
 - Do not warrant that the software, games and the Website are always fit for their purpose;
 - Do not warrant that the software, games and the Website are free from errors;
 - Do not warrant that the software, games and the Website will be accessible without interruptions;

- Shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the Website or Your participation in the games.
- **17.3.** You hereby agree to fully indemnify and hold harmless Us, Our directors, employees, partners, and service providers for any cost, expense, loss, damages, claims and liabilities however caused, that may arise in relation to Your use of the Website or participation in the games.

18. Breach of Agreement

- **18.1.** If You breach any provision of these T&Cs, or should We have a reasonable ground to suspect that You have breached them, We reserve the right to not open, to suspend, or to close Your account, or withhold the payment of Your winnings and apply such funds on account for any damages due by You.
- **18.2.** You acknowledge that the Company shall be the final decision-maker of whether You have violated the Company's rules, policies and/or T&Cs, in a manner that results in the suspension or permanent barring from participation in Our Website(s).
- **18.3.** We will not be liable to You for any breach of these T&Cs which arises because of any circumstances that We cannot reasonably be expected to control.

19. Governing Law

- **19.1.** These Terms and Conditions shall be governed by the Laws of Curaçao.
- **19.2.** The parties (You and Us) agree that any dispute, controversy or claim arising out of or in connection with these T&Cs, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of Curaçao.