

TERMS OF SERVICE

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Version: 1.0.5

BY TICKING THE 'I ACCEPT THE TERMS OF SERVICE' CHECKBOX IN THE REGISTRATION PAGES OF THE SERVICE, YOU ARE HEREBY AGREEING WITH HOWL TO THE FOLLOWING TERMS OF SERVICE AND ANY TERMS INCORPORATED HEREIN BY SPECIFIC REFERENCE (COLLECTIVELY, REFERRED TO AS THE 'TERMS').

These Terms of Service govern your use of our website located at <https://howl.gg>, as well as any other related products and services that refer or link to these legal terms.

Please read this Terms of Service Policy carefully to understand the rules and conditions which apply to your permission to access the website, requirements for registering an account, and usage of all services on it. If you disagree with our policies, terms, or practices, you cannot create an account or use any service offered on it, regardless of whether the Company or its third-party partners provide them. All website gambling and chat services are conditioned on your acceptance of these terms. You agree to these terms by creating an account on the website or using our services. You may only access the website under the conditions mentioned in our terms. You warrant not to open an account without carefully reviewing our terms as outlined in these Terms of Service and completely accepting them.

The website is licensed and authorised through and by the Government of Curacao and operates under its jurisdiction. The Company, the website, and all its services operate under License No. 1668/JAZ issued to Curaçao eGaming, authorised and regulated by the Government of Curacao.

Definitions:

Website: refers to howl.gg and www.howl.gg

The Company, We, Us, or Our: refers to Genius Touch B.V. incorporated and registered in Curacao with company number 160903 at Kaya W.F.G. (Jombi) Mensing 24 Unit A, Curacao.

Howl Coin: refers to the universal currency used on [Howl.gg](https://howl.gg). One (1) Howl Coin equals one (1) dollar worth of Bitcoin, Ethereum, Litecoin, USDT, or Cash at the current exchange rate.

Howl Wallet: refers to your on-site wallet in which your Howl Coin is stored.

Terms: refers to this agreement, which is made up of the Terms of Service, Privacy Policy, KYC-AML-CFT Policy, Responsible Gambling Policy, Payment Policy, Bonus and Promotion Policy, Game Policy, Refund Policy, Restricted Player Policy, Sportsbook Policy, and Howl Chat Rules.

Account: refers to a player's user account created on howl.gg under this agreement.

User, Customer, or Player: refers to any natural individual using services on howl.gg under the terms.

Game and Games: refers to any gambling services on the website, including games of skill, games of chance, games of risk, and sports bets and esports.

Bet and Wager: refers to every participation in any game on the website.

Service and Services: refers to all Games, Chat rooms, and Support interactions on the website or associated with it.

Third-party partner: refers to all of the Company's business associates.

Acceptance of the Terms

By creating an account on the website or using any services on the website, you agree to be bound by our terms in full. These include the Terms of Service, Privacy Policy, KYC-AML-CFT Policy, Responsible Gambling Policy, Payment Policy, Bonus and Promotion Policy, Game Policy, Refund Policy, Restricted Player Policy, Sportsbook Policy and Howl Chat Rules. The terms and conditions apply to all users, visitors, and others who access or use the services. No services are offered without the full acceptance of the terms. In the event that you are in complete disagreement or only partially agree with the Terms at any time, you must terminate the use of our services and you shall also warrant that you shall stop from accessing our website.

Please go through the entirety of our policies carefully before making use of or continuing to make use of any of our Services. You acknowledge that you have read the Policies in their entirety prior to making use of any services on the website. The Terms of Service explain the general terms and conditions of your access to the website and all services on it. The Privacy Policy describes our policies and procedures on collecting, using, and disclosing your personal information, informs you of your privacy rights, and explains how the law protects you. Our KYC-AML-CFT Policy describes our procedures to prevent money laundering, illegal and illicit activities, the collection of general information regarding our customers for due diligence purposes, and our cooperation with local authorities when fighting illegal and illicit activities. The Responsible Gambling Policy explains how to prevent and reduce financial losses and possible health risks like addiction, which may be caused by gambling, and offers you information and support when dealing with these issues. Our Payment Policy explains the conditions regarding deposits, withdrawals, tips and the general usage and restrictions of the Howl Coin, the on-site currency of Howl.gg. Please read the Game Policy before starting to play, as it contains the rules, details and conditions of the individual games. The Sportsbook Policy contains the information regarding all betting options in the Sportsbook section. Details regarding the possibility and conditions of receiving a refund for a deposit or bet can be found in our Refund Policy. The Restricted Player Policy gives further insight into jurisdictions and individuals who are prohibited from engaging our services. The Bonus and Promotions Policy explains the conditions of each sponsorship, promotion, bonus, tournament, giveaway, affiliate and the Howl Referrals program and provides you with the details for them. Lastly, the Howl Chat Rules aim to establish ground rules for the communication between users and staff members on the website.

User Warranties:

1. In order to access the website or create an account on the website and make use of any services connected to the website you must meet the following requirements and conditions:

- i. All users must be eighteen (18) years of age or older.
- ii. You confirm and warrant that you are above the age of 18 (eighteen) and warrant to be of the legal age required to participate in gambling services, including games of chance, games of risk, games of skill and sports bets, including esports in your local jurisdiction.
- iii. You confirm and warrant that you are a resident of a jurisdiction that legally allows participation in gambling services, including but not limited to games of chance, games of risk, games of skill and sports and esports bets. Additionally, you warrant and confirm that you are not banned from gambling services for legal, health-related, moral, religious, or psychological reasons. By accepting these terms, you confirm and warrant that you are legally allowed to gamble and that you are in a state of mind that allows you to gamble responsibly, be responsible, and acknowledge the consequences of gambling.
- iv. You confirm and warrant that you do not have an existing account on the website, neither active nor banned. If you are unsure whether you already have an account or forgot the login details, please contact our Howl support team through the details from the Contact Section of this Policy.
- v. You warrant your full compliance with our Anti Money Laundering (AML), Know Your Customer (KYC), Anti-Fraud, PEP (Politically Exposed Person), and CFT (Counter Financing of Terrorism) scans checks and verifications. You further warrant that you are in full compliance with our general policies aiming to combat and prevent illicit, illegal and criminal activities, as well as cooperate with the authorities in combatting such. Further information and details regarding these checks, verification, scans and measurements may be found in our KYC-AML-CFT Policy.

vi. You warrant not to access the website from one of our restricted territories. Residents of the following jurisdictions and territories may not access the website or register an account on it: The United Kingdoms, Australia, Ontario, Gibraltar, Cyprus, Malta, Sweden, Bonaire, Curacao, St. Maarten, Denmark, Lithuania, Hungary, Slovakia, Portugal, Spain, Poland, Aruba, Bonaire, Saint Martin, the Netherlands, Saba, Statia, St. Martin, the United States and all of its territories, including but not limited to the U.S. Virgin Islands, American Samoa, Puerto Rico, Guam, the Northern Mariana Islands, Albania, Haiti, Iraq, Iran, North Korea, Myanmar, Nicaragua, South Sudan, Syria, Venezuela, Yemen, Zimbabwe, Cuba. Additionally, residents of Donetsk, Luhansk, Crimea Regions and Russia, as well as any other jurisdiction that the Central Government of Curacao, deems online gambling illegal. That shall include all the named nations' territories and overseas provinces. Further information regarding the restricted regions can be found in the Restricted Player Policy.

By creating an account on the website and/or using any services connected to or on the website, you warrant that you satisfy all of the abovementioned conditions and confirm that you agree with the above-mentioned obligations. For all intents and purposes, it is hereby being clarified that the abovementioned list of conditions is cumulative in nature and it unacceptable for the user to satisfy the conditions only partially.

2. You acknowledge that these Terms bind you from the moment you create an account on the website and/or you make use of any connected services. If you disagree with these terms at any point, you shall terminate your account on the website and/or access and/or use of the Services.

3. You acknowledge that you shall make use of the games and services offered on the website, from the Company and third parties, include but not limited to gambling services such as games of chance, games of skill, games of risk, and sports bets, including esports in terms of the Responsible Gambling Policy.

a. You acknowledge that shall be solely responsible for and and/or all addictions or side effects which may be caused when you make use of our services, including but not limited to health issues, financial losses, and social isolation that might result from gambling and/or the participation in gambling services.

b. You warrant that you have read the Company's Responsible Gambling Policy prior to engaging in any of our Services and commit to abide with such Policy.

c. Without prejudice to the above, as advocates of Responsible Gambling, the Company is always available to assist you in preventing harm and adverse side effects, including addictions. The Company commits itself to be readily available to provide you with information and advice as to how to prevent any damage which may be caused by irresponsible gaming, as well as to provide aid and assistance in the event that you already suffer from any addiction and/or adverse side effects related to gambling in terms of the Company's Responsible Gambling Policy.

4. The Company clarifies that its Services simply consist in providing games to its users in terms of Curacao laws and licences and the services are not being provided with the scope of any financial and/or personal gain of its users. The Company does not give any guarantees as to the outcome of its services.

a. You acknowledge that gambling may lead to uncertain results. The Company and its third-party partners shall not be held responsible and/or liable in the event that the User does not obtain the desired results when engaging in our services.

b. You acknowledge and confirm that you are hereby being informed about the risk of losing all your wagered, bet or deposited funds and Howl Coin. You acknowledge that Genius Touch B.V. and its third-party partners are not liable for your financial losses or damages resulting from your participation in gambling and gambling-related services on Howl.gg. Accordingly, the Company and any third parties are not responsible for costs, expenses, health issues, losses, or damages caused by potential gambling losses and gambling addictions. For information on how to prevent such issues, please view our Responsible Gambling Policy.

5. You acknowledge that Howl.gg may put a minimal wager requirement as a condition for your withdrawals and a wagering requirement of up to three hundred per centum (300%) of your initial deposit to prevent money laundering, terrorism financing, and currency swapping. All bets you make in the games offered on the website count towards that wagering requirement. Additionally, you acknowledge that you must use the same currency and Howl Wallet for withdrawals as you used for deposits. Further information on the

gambling services offered on the website can be found in the Company's Game Policy and Sportsbook Policy.

6. You acknowledge that the website solely offers gambling services and chat services; the Company does not offer any currency exchange services on the website. You acknowledge that you can only withdraw in the same cryptocurrency, which you used to deposit funds on the website and must also use the same transaction method, if possible, and the same Howl Wallet or bank account for fiat-based currencies as well. You further acknowledge that you shall not receive and/or make deposits for another account and/or that you not make and/or receive withdrawals for another account. You acknowledge that you may not operate a gambling syndicate, money-borrowing or lending operation, an exchange service, or any other business on the website without the Company's written consent. Further information regarding deposit, withdrawal, and transaction options can be found within the Company's Payment Policy on the website.

7. You acknowledge and warrant that you have read the Bonus and Promotion Policy before claiming any Bonus or Promotion on the website or any service connected to it. By claiming any Bonus or Promotion, you accept that you are legally bound by the Bonus and Promotion Policy. You further acknowledge and warrant that before participating in gambling services, you have read the rules regarding the games you wish to participate in, as explained in the Game Policy and Sportsbook Policy. By participating in any games or placing any bets, you accept that all corresponding Third-Party and Company Game Terms legally bind you.

8. You acknowledge that the account you create on the website grants you a non-exclusive, personal, non-transferable right to use the services we provide on our website. These services may be accessed from any device in your possession which is able to connect to the internet. Our services are only available and accessible from our website. We may terminate your account at any point if you transfer your personal account to any other individual, Company, or other legal entity. You are not allowed to borrow, lend, or sell your account granted to you by the Company on the website to any other individual, Company, and/or any other legal entity. Additionally, you may not operate an account together with another individual. Each and every account on the website may be solely accessed and/or used by the individual who would have created the same account.

Player Obligations

1. You warrant to provide us with information that must be accurate, complete, and up-to-date when you open an account on the website. This information must include basic personal information (KYC), Identification documents (such as a copy of the ID Card and/or Passport), Proof of Address ("PoA"), and Source of Funds ("SoF").

a. The information and documents provided by the User must be updated periodically. Provided that the User must inform the Company of any changes to the information provided by not later than fourteen (14) days from when such changes would have been effected.

b. Additional information regarding the required information can be found in our KYC-AML-CFT Policy. Details regarding the safety, storage and processing of your data and documents can be found in our Privacy Policy.

2. You acknowledge that you may not use one-time e-mail addresses, one-time phone numbers, or similar services to attempt to create an account on the website. The Company's system will automatically refuse non-permanent or temporary phone numbers and e-mail addresses. Furthermore, you acknowledge that the intentional or gross negligence of your obligation to inform us regarding any changes in your past or current information will be considered a violation of our terms. Additionally, you acknowledge that if you intentionally submit misinformation or incorrect or incomplete information, it will lead to the automatic termination of your account and the permanent loss of all Howl Coin.

3. You warrant that you shall only wager and/or bet your own money on the website. Furthermore, you warrant not to wager or bet borrowed money, money you cannot afford to lose, or is not disposable income. Additionally, you acknowledge that you are obligated to pay taxes on all your earnings on the website (if any) according to the governing law of the jurisdiction you are residing in. The Company and its third-party

partners cannot be held liable for your failure to pay those taxes in your local jurisdiction, regardless of whether they are delayed, insufficient, or not paid.

4. You warrant that in the jurisdiction of the country in which you are domiciled and/or currently residing and/or visiting, gambling or participation in games of chance, games of risk, games of skill, or sports bets, including esports, is not prohibited. It is your sole responsibility to ensure gambling is not restricted or banned in the jurisdiction of the country in which you are domiciled and/or currently residing and/or visiting. You shall be solely liable of ensuring that you act according to the laws of the country in which you are domiciled and/or currently residing and/or visiting. In case of any violation of these warranties, the Company reserves the right to immediately block you from accessing the services and website, terminate your account and permanently freeze all your remaining Howl Coin in your Howl Wallet. You warrant to indemnify the Company and its third-party partners for all direct and indirect losses, attorney costs, and expenses created by your violation.

5. You warrant to use this website and all services offered on it, solely and exclusively for your genuine participation and entertainment in the games of risk, games of chance, and games of skill, sports bets, including esports, and chat services and not for any financial, commercial, professional, criminal, and/or any other operations. You guarantee that your participation in our services and connection with it, is exclusively carried out in your personal, non-professional capacity and for recreational and entertainment purposes only. You acknowledge and warrant that you shall not run any operation on the website for personal gain or financial gain, including but not limited to lending services, exchange services, gambling syndicates, professional gambling, organized crime, or system betting. You acknowledge that in the event of any violation of these terms, the Company may ban you from all services and permanently freeze all remaining Howl Coin in the Howl Wallet.

5. User Accounts

1. You are solely responsible for safeguarding your access to your user account and to the website. This includes your login credentials, including 2FA (2-Factor-Authentication), used to access the website and your account.

2. Furthermore, you shall be solely responsible for any and all actions performed from your account.

3. You warrant to notify us without delay upon becoming aware of or suspecting any breach of security and/or unauthorized use and/or access of your account. This notification must be made with immediate effect and in any case, by not later than twenty four (24) hours after becoming aware of the unauthorized access. The Company and its third-party partners shall not be held liable for any direct and/or indirect losses resulting from your account activity, irrespective as to whether such activity was carried out by yourself or by any third party. A breach of this clause may lead to the immediate termination of your account and the permanent loss of all Howl coin.

4. You agree that you shall not use a username which may offend another user, group, the Company, the website, or any staff member, and/or which is in any other way offensive, racist, vulgar or obscene. Your username may also not be the name of another person or entity, or a name or trademark that is subject to rights of another person or entity, other than your own, without appropriate authorization.

a. In the event that your username violates our terms in any way, whether such username is chosen intentionally or otherwise, then the Company may terminate your account without notice or delay and may ban you from all future usage of our services on the website.

5. You are obliged to report an account or multiple accounts created with the intention of tricking and/or manipulating any of the Company's systems and/or staff. Failure to report such account/s to the Company will be considered an intentional violation of our terms. Further, all accounts opened to circumvent the Company's anti-money laundering, anti-fraud, and anti-terrorism-financing checks and verifications will be reported to the authorities. Detailed information can be found in our KYC-AML-CFT Policy.

6. You are obliged to inform the Company of any account created by yourself or by third party, when such account is created and/or used on the same electronic device, household and/or IP address as an already

existing account with immediate effect and in any case, by not later than fourteen (14) days from the creation of such account or at the first withdrawal attempt, whichever is earlier. This information must be given to the Howl support team and must be thoroughly in accordance with our KYC-AML-CFT Policy. Failure to report an account will be considered an intentional circumvention and may result in the termination of the accounts in question. The Company and its third-party partners shall not be liable for any losses that might occur to you due to a breach of this clause. If you are uncertain whether there is a connected account, please contact our support team for assistance. The Company warrants not to ban or restrict any user from having connected accounts if all users fully comply with the KYC-AML-CFT Policy and do not violate the terms in any other way or practice illicit or fraudulent activities. Usage of a connected account is only allowed with the Company's written consent.

7. You warrant not to use any form of VPN, a proxy server, or other method or program capable of hiding your IP or your state of origin unless you went through complete ID and address verification, as described in our KYC-AML-CFT Policy under AML 1 and AML 2 Verification and receive the company's written consent. Users or customers found to use a VPN without the Company's consent will be excluded from all services on the website, and all remaining Howl Coin in their Howl Wallet will be frozen indefinitely. You acknowledge that you are solely responsible for all losses that might occur to you in relation to this clause, including but not limited to financial losses and the loss of your account on the website.

8. You acknowledge that your access to the services on the website is granted on a non-exclusive and non-transferable basis. This means that you shall not give, sell, share, borrow, lend, gift, hand over your account, access to the website or anything related to the account to another natural person or legal entity. In case of violation, your account will be immediately frozen, and all remaining Howl Coin will be lost. Your account is created exclusively for personal usage, and all of our services are for non-professional participation. Furthermore, you warrant to comply fully with all our AML (Anti-Money Laundering), CFT (Counter Financing of Terrorism), and KYC (Know Your Customer) checks and verification at all times. Further information is available in our KYC-AML-CFT Policy.

9. You acknowledge that Howl.gg is a gambling website that undertake to make use of our services responsibly and solely when you are fit to do so. You acknowledge that you may not use any of our services while you are intoxicated, drugged, under strong emotions, in bad health due to physical or mental issues, under substantial pressure, or any other psychological or moral issues that may cloud your judgment and stop you from foreseeing the consequences of your actions.

User Wallet - Howl Wallet, On-Site Currency Howl Coin

1. You acknowledge that you may not sell Howl Coin to other individuals or legal entities, either on or off the website. All Howl Coins may solely be used for participation in gambling services on our website. If you wish to exchange them, you may only exchange them by withdrawing or refunding the same cryptocurrencies or cash option you would have used to deposit or exchange them for. If you sell, borrow, lend, or trade Howl Coin with any other entity or individual other than us, your access will be terminated with immediate effect. All Howl Coin used in the activities leading to the termination will be lost. You may not operate any business intended to create profit in any way with Howl Coin or with the involvement of Howl Coin.

2. You acknowledge that you have read the Payment Policy before making any deposit to your Howl Wallet. The Payment Policy will explain all transactions, withdrawals, fees, deposits, benefits, and conditions regarding Howl Coin and the Howl Wallet.

Deposits and betting conditions

1. You are allowed to participate in the Games only if you have sufficient funds or tokens on your account. Under this Terms you can make funds deposits only by utilizing payments methods available to you on our Website.

2. You are allowed to use only your own funds and the Company will not credit you if you have no funds necessary to participate in the Games. You will be able to bet within the amount in your account with due consideration to any limits that could be possibly set in the game rules.

3. You must use only payment methods available on the Website, where you wish to deposit funds into your account. The Company may add or remove any payment methods at its sole discretion.

4. You acknowledge the following:

- a. some payment methods may include additional fees.
- b. your bank or payment service provider may charge you additional fees for deposit of currency conversion according to their Terms of Use and your user agreement.
- c. you cannot transfer funds from your account to the account of another Player.
- d. any your deposit can be refused at our own discretion.
- e. if player's account is blocked, or suspended, you shall refrain from depositing at the Website. If a player tries to deposit when his account is blocked or suspended, we will have the right to retain the funds.
- f. the Company may set a deposit maximum and minimum limits at its sole discretion based on different factors including but not limited to deposit methods used, your account and history of utilizing Services, self-imposed limits, etc.
- g. as the Company is not a bank, we do not insure or make funds deposited into your account protected by a deposit security scheme.
- h. any amounts you owe to us according to these Terms may be deducted, either partially or in full, from funds held in your account without prior notice to You.

Withdrawals and winnings conditions

1. You acknowledge the following:

- a. Withdrawals of funds are processed by using the same payment method(s) employed for depositing funds into your account.
- b. Crypto withdrawals are to be made to your stated cryptocurrency wallet address when making a valid withdrawal request.
- c. If your account is mistakenly credited with winnings that do not belong to you, notwithstanding with technical error in the pay table, human error, or otherwise, the amount will remain our property and will be deducted from your account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.
- d. All transactions shall be checked to prevent money laundering. If a Player becomes aware of any suspicious activity relating to any of the games on the Website, she/he must report this to us immediately. We may suspend, block, or close an account and withhold funds if requested to do so in accordance with applicable anti-money laundering legislation or on any other legal basis requested by any state authority.
- e. The funds in your account are consumed instantly when playing and we do not provide return of goods, refunds, or retrospective cancellation of your account.

2. You are eligible to request a withdrawal of funds from your account under the following conditions:

- a. All payments deposited into your account have been verified as cleared and are not classified as Failed Deposits.
- b. Any necessary identity or verification checks required by anti-money laundering regulations and/or other applicable legislation have been satisfactorily completed.
- c. You acknowledge that all transactions may undergo scrutiny to prevent money laundering, and any transactions we deem suspicious may be reported to the appropriate authorities. We reserve the right to reject a withdrawal request and/or reverse the withdrawal of unspent deposits until the source of funds has been adequately verified.
- d. There is no ongoing investigation into: (i) A game defect associated with a game you have played, necessitating a temporary freeze on withdrawal of funds; (ii) A significant violation of these Terms by you, including but not limited to fraudulent behavior, unlawful actions, or engagement in improper activities such as cheating, collusion, or criminal behavior.

3. We reserve the right to delay or cancel withdrawals to conduct additional checks, which we deem necessary at our sole discretion, periodically. If irregularities are discovered during our investigations, we may refuse withdrawal requests and/or withhold funds.

4. All winnings that have been cleared will be promptly credited to your account and will be accessible for withdrawal, subject to compliance with these Terms. We reserve the right to report to, and/or withhold any portion of your winnings as mandated by any applicable law or competent authority.

Limitation of Liability

1. All services on the website are provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without any kind of warranty, to the maximum extent permitted under the law of Curacao. The Company, on its behalf and on behalf of its Shareholders and its and their respective licensors and service providers, does not provide any warranty, whether express, implied, statutory, or otherwise, concerning the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of the course of dealing, course of performance, usage, or trade practice. Without prejudice to the above, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards, or be error-free, or that any errors or defects can or will be corrected.

2. The Company and its third-party partners do not guarantee the website's continuous availability and functionality of the services. The Company and its third-party partners cannot be held liable for any damages, financial losses, discomfort, gambling losses, or lost winnings caused by the unavailability of products or services. You acknowledge that the services may be temporarily unavailable or only available in a restricted form.

3. You acknowledge that you access the website and participate in services and gambling games at your own risk. The Company is not liable for any potential losses which you might incur through the use of our services. The website, along with its services, is provided without any warranty whatsoever, whether expressed or implied. Further, the Company and its third-party partners and licensors are not liable for any losses, including but not limited to, financial or other losses, costs, expenses, or damages, whether direct, indirect, consequential, incidental, or otherwise, arising from your usage of the website and all services on it. You acknowledge that you may lose money while gambling, suffer from health issues including addiction, and that the Company, its third-party partners, and licensors are not liable to compensate you, refund you, or be liable for any such damage/s incurred.

4. The Company and its third-party partners cannot be held liable for damages caused by incorrect, delayed, by third-party manipulated, or improper showcase of data on the website. The Company places great emphasis on the technological and financial adequate way to store and protect customer data. Further information regarding data protection and your rights can be found on our Privacy Policy page. Despite our careful behavior and adherence to such procedures, the Company is not responsible for monitoring the processing of customer information by third parties and for losses or damages resulting from it.

5. The Company and its third-party partners including but not limited to its directors, employees, partners, and service providers shall not be held liable for any damage, financial losses, or other losses beyond the ordinary and usual control and sphere of the Company and its third-party partners. The Company and its third-party partners are not responsible for lost winnings. Without prejudice to the above, the Company shall solely be liable for damage, financial losses, or other losses resulting from grossly negligible carelessness and intention on the part of the same Company.

6. Without prejudice to the generality of the foregoing, you acknowledge that in any case, the Company and its third-party partners and licensors shall not be held liable for any damages or amounts exceeding ten thousand (10,000) U.S. Dollars. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Indemnification

You are solely responsible for any damage, financial losses, or other losses caused by your breach or violation of the terms or other provisions relating to the services and games on the website. You acknowledge that you must compensate the Company and its third-party partners and licensors for any claims resulting from your violations of those principles and all direct and indirect damages you caused through violation of our terms and criminal acts.

You agree and acknowledge to indemnify fully and hold Genius Touch B.V. and its third-party partners harmless, including but not limited to its directors, employees, partners, and service providers, for any cost, expense, loss, damages, or claims, for any liability caused by your usage of the website and all participations in services, including gambling services.

Intellectual Property

The website and all services, regardless of whether they were initially created by the Company or its third-party partners, all original content, features, and functions are and will remain the exclusive property of the Company and its licensors. You are granted a non-exclusive, non-permanent right to use and access the website with no other rights attached.

The website and all services provided by the Company or its third-party partners on Howl.gg are protected by copyright, trademark, and other laws of both the country and international copyright.

The Company's trademarks, logo, name, and trade dress cannot be used without the Company's prior written consent.

The Company adopts a zero tolerance policy to any and all forms of impersonation and misrepresentations of the Company, including but not limited to its website, its trademarks, and its services, and such impersonation and/or misrepresentation will be prosecuted to the fullest extent the law allows.

Termination

Without prejudice to any other term to the contrary, Genius Touch B.V. ("the Company") has the right to cancel all services with a user at any time under the condition of exchanging all rightfully owned Howl Coin a user or customer has in their Howl Wallet at the current exchange value. The Company will refund all funds within seventy-two (72) hours, when cancelling all services with said user.

You acknowledge that any illegal, illicit, or fraudulent activity will result in the immediate termination without warning of your account and loss of all remaining Howl Coin in your Howl Wallet. In that case, the Company has the right to hand over all funds to the local authorities for future investigations.

You acknowledge that any violation of our terms will result in your account's suspension and the exclusion from all services on the website. All remaining Howl Coin in your Howl Wallet will be permanently frozen.

Any attempt to deceive, abuse or misuse the Company's system, will result in the immediate termination of your account and the loss of all remaining Howl Coin in your Howl Wallet.

Multiple accounts that were not immediately reported to the Howl Support, which may trick the KYC-AML-CFT system or promotion system, will result in the immediate termination of your account and all remaining Howl Coin in your Howl Wallet will be lost.

You acknowledge that any abuse, including attempted abuse of the Company's promotion, partnership program or Howl Referrals system, will result in your account's suspension and the exclusion from all services on the website. All remaining Howl Coin in your Howl Wallet will be permanently frozen, and all potential income will be lost.

Any criminal action or harassment against the Company and its third-party partners, including all their staff, the website, and other users on the website, will result in your account's suspension and the exclusion from all services on the website. All remaining Howl Coin in your Howl Wallet will be permanently frozen.

If you wish to stop using our Services, you may terminate your account at any time by contacting the Howl Support to close your account. Please view our Privacy Policy for information on what will happen with your data after account termination.

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into force or continue in force on or after such termination;

Upon termination of the User's account, the User must immediately cease and desist from making further use of the Service.

Violation of Terms of Service

The Company has the right to refuse all services and deny all access to the website to all users who violate the terms in any way.

In the event of a violation of the terms, the Company has the right to lock the account and freeze all Howl Coin in the Howl Wallet permanently or until a solution is found.

If any illegal activity is detected and/or funds connected with unlawful activities or black money are deposited by the User, the Company has the right to suspend the account without warning and hand over all funds to the local authorities for further investigations.

For legal reasons, the Company cannot return any Howl Coin connected to money laundering or criminal activities without going through the proper channels in the courts of justice from Curacao. In case of doubt, the Company will forward the funds to the local authorities and await their judgment.

Changes and Updates regarding the Terms

The Company reserves the right to adjust, modify, or replace these Terms, which include the Terms of Service, Privacy Policy, KYC-AML-CFT Policy, Responsible Gambling Policy, Game Policy, Sportsbook Policy, Payment Policy, Refund Policy, Chat Rules, Restricted Player Policy, and the Bonus and Promotion Policy at any time, at our sole discretion. If a change is made, we will make efforts to provide a seven (7) day notice before any new terms take effect.

You will receive a notification upon logging in to your user account on the website or via email when and if any changes to the terms are made. By continuing to access or use our website and all services offered after those revisions and changes become effective, you agree to be bound by the revised or changed Terms. If you do not agree with all or any of the amended or new terms, you shall be obliged to discontinue using our website and all services on it. Any usage under the old terms is not possible. All changes will be legally binding to all users after seven (7) days' notice or as soon as the user agrees to the new terms by continuing to use any services on the website and/or further accessing the website after receiving the notification, whichever is the earliest.

You undertake and shall be solely responsible of carefully reading the terms and any and all adjustments, changes, and additions made to these Terms. The Company and its third-party partners shall not be held liable for your failure to read the terms and any and all adjustments, changes, or additions made to the same terms.

You acknowledge that the Bonus and Promotion Policy will be updated with new promotions. You will only receive notifications of these changes if you turn on marketing emails or SMS.

Lastly, you acknowledge that you will not receive a notification if single games, payment providers or game providers become unavailable in a local jurisdiction as long as other games, game providers, and payment providers are still available in that jurisdiction. If a jurisdiction gets banned entirely, you will receive a notice of at least seven (7) days to withdraw any remaining Howl Coin before any changes become effective. All withdrawals must follow the conditions established in the Payment Policy and KYC-AML-CFT Policy. We advise you not to effect any deposit during that notice period to avoid Howl Coin being trapped in your Howl Wallet until the jurisdiction or territory becomes available again.

Dispute Resolution

If you have any concerns or disputes about the services offered on the website, you agree to first try to resolve the dispute, problem or issue by contacting the Company, via our Howl Support Team. You can contact the Company through the contact details provided at the end of this Policy in the contact section.

Applicable Law and Jurisdiction

The laws of the Country (Curacao), excluding its conflicts of law, shall govern these terms and your usage of the services provided on the website. Your use of any services and applications may also be subject to local, state, national, or international laws.

The state of Curacao, disregarding all conflicts of laws, within its laws shall have exclusive jurisdiction in all matters, including matters of consumer protection and anti-money laundering, through its courts.

For the European Union (EU) Users

If you are a European Union consumer, you will benefit from any mandatory provisions of the laws of the European Union Member State in which you are resident.

No Waiver or Delay

The delay or failure of the Company to exercise any right provided in this agreement shall not be deemed to be a waiver of such right. Any express waiver, delay or failure by the Company to exercise promptly any right under this agreement due to it will not create a continuing waiver or any expectation of nonenforcement.

Entire Agreement

The entire agreement comprises the Terms of Service, KYC-AML-CFT Policy, Privacy Policy, Responsible Gambling Policy, Game Policy, Sportsbooks Policy, Bonus and Promotion Policy, Payment Policy, Chat rules, and Refund Policy. The abovementioned Policies together regulate and govern the business relationship between you and the Company concerning the website and all services offered via the website, irrespective as to whether these are directly offered by the Company or its third-party partner. The Terms supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, concerning the website and all services offered by the Company and its third-party partners.

To the extent that the terms of this Terms of Service conflict with any other terms and conditions, policies or programs for Support issued by the Company, the terms of this Terms of Service shall prevail;

In addition, the terms set out in this Terms of Service shall prevail and control over any and all additional or conflicting terms or provisions contained in any other document concluded with the User, whether such document constitutes a purchase order or alternative agreement, and any and all such additional or conflicting terms shall be void and shall have no effect;

Translation Interpretation

If this Agreement is translated into a language other than English and there are conflicts between the translations, the English language version shall prevail and control;

Severability

If any part, provision, representation, sub-policy or warranty of these terms making up the agreement between you and the Company is prohibited or held to be void or unenforceable, it shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. Any part, provision, representation, sub-policy, or warranty that is unenforceable, void or prohibited shall not invalidate or void the entire agreement or terms.

Should any provision of this Policy or any other Policy making up the terms be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of the terms shall be unaffected and shall continue to be valid and enforceable.

Deposit Bonus

In order to be eligible to a Deposit Bonus, users must fulfill the following conditions:

1. We match up to a maximum of twenty thousand dollars (\$20,000), for all eligible Deposit Bonus methods.
2. The deposit must be in the form of a Cryptocurrency or GiftCard which is acceptable by the Company's website.

During every cycle of the deposit bonus promotion, Users have the opportunity to initiate up to three (3) qualifying deposits, each resulting in corresponding rewards.

One and a half times (1.5x) Deposit Bonus: In order to be eligible for the one and a half times (1.5x) Deposit Bonus and withdraw the balance, the User must wager the equivalent of $130\% / (100\% - \text{RTP})$ of the User's deposited money and bonus.

Two times (2x) Deposit Bonus: In order to be eligible for the two times Deposit Bonus and withdraw the balance, the User must wager the equivalent of $150\% / (100\% - \text{RTP})$ of the User's deposited money and bonus.

Three times (3x) Deposit Bonus: In order to be eligible to the three times Deposit Bonus and withdraw the balance, the User must wager the equivalent of $200\% / (100\% - \text{RTP})$ of the User's deposited money and bonus.

Example: A player depositing \$10 and opting for the 1.5x bonus will receive \$15 in their balance. Playing on a 96% RPT game before becoming eligible for a withdrawal the player must wager $130 / (100 - 96) = 32.5$ the deposit and the received bonus, for a total amount of \$487.50.

Example: A player depositing \$10 and opting for the 2x bonus will receive \$20 in their balance. Playing on a 96% RPT game before becoming eligible for a withdrawal the player must wager $150\% / (100 - 96) = 37.5x$ the deposit and the received bonus, for a total amount of \$750.

Example: A player depositing \$10 and opting for the 3x bonus will receive \$30 in their balance. Playing on a 96% RPT game before becoming eligible for a withdrawal the player must wager $200\% / (100 - 96) = 50x$ the deposit and the received bonus, for a total amount of \$1500.

When a wager requirement is complete and the user is able to withdraw their funds, the Users may only withdraw by using the exact method they deposited from.

Rakeback and all rewards' contributions, including XP generated, are reduced to sixty-six percent (66%) when a one and a half times (1.5x) bonus is active, reduced to fifty percent (50%) when a two times (2x) deposit bonus is active, and reduced to thirty-three point three percent (33.3%) when a three times (3x) deposit bonus is active.

Users are prohibited from engaging in the following activities when a deposit bonus is active on their account:

1. Tipping the rain with Howl Coins
2. Tipping other users with Howl Coins
3. Depositing to their Vault
4. Creating Flash Codes

5. Withdrawing any balance

Potential Max bet size: Any bet above 2% of your deposit won't be counted towards wagering the bonus

Any positive balance change received by the User will be credited to a separate balance, distinct from the User's deposit Bonus Balance. This shall be applicable to any positive balance change received by the User with the exception of any bet, which the user directly places during an active deposit bonus. Positive balance changes include but are not limited to:

1. Making a deposit of any Currency or Virtual Item
2. Receiving a Howl Coin tip from another User or Admin
3. Receiving balance from Chat Rain
4. Claiming a Flash Code
5. Claiming a Monthly Bonus
6. Receiving Rakeback
7. Withdrawing from your "Vault"
8. Claiming any Affiliate income your creator code has generated
9. Selling Coinflip or Jackpot winnings
10. Pack Leader Earnings
11. Withdrawing from their Vault

You acknowledge that the Company retains the right to nullify any bonuses and/or winnings acquired through fraudulent and/or abusive conduct.

You acknowledge that the company retains the right to restrict/ban users from the ability to start/finish a Deposit Bonus if the user is suspected of Abusing the feature and/or if the user is suspected of any Fraudulent activity.

The Vault

Prior to withdrawing from the vault, the interest earned must fulfil a one-hundred percent (100%) wager requirement. Provided that the rest of the balance may be withdrawn from the Vault at any time.

Any balance stored in the vault is automatically withdrawn after a three (3) month period.

Vault interest is automatically turned off in the event that the expected loss from the user's wager does not cover the interest earned in a sixty (60) day period.

You acknowledge that the company retains the right to restrict/ban users from the ability to use the Vault feature or Howl Coins that are currently in the Vault if the user is suspected of Abusing the feature or Fraudulent activity

You acknowledge that the company retains the right to restrict/ban users from the ability to earn Interest from the Vault feature if the user is suspected of Abusing the feature or Fraudulent activity.

You acknowledge that the Vault functionality is not an investment and may solely be used at the company's discretion.

You acknowledge that the company retains the authority to restrict/ban users who are in violation of our AML Policies.

You acknowledge that any users caught Parking (i.e. holding illegally obtained funds on a third (3rd) party site) and breaching our AML Policies when using the Vault and their Howl Wallet, will result in immediate termination, without warning, of your account and loss of all Howl Coins in both your Howl Wallet and Vault. In that case, the company has the right to hand over all funds to the local authorities for future investigations.

Rewards

You acknowledge that the company retains the right to restrict/ban users from the ability to access Rakeback, Daily Cases, Reloads, VIP Bonuses and Level up rewards, in the event that the user is suspected of site abuse or Fraudulent activity.

You acknowledge that the company retains the right to freeze User's Howl Wallets if the user is found to be abusing the companies rewards systems and/or found to be conducting fraudulent activity, whether directly or indirectly.

You acknowledge that the company retains the right to ban account(s) if a user is caught having access to more than one account and/or having bought an already established Howl account.

Daily Cases can be restricted if a user does not meet a Weekly Wager Requirement (subject to change).

You acknowledge that if the user is suspected of site abuse or fraudulent activity, the Company retains the right to remove/restrict Users from the Pack Leader function.

You acknowledge that the company retains the authority to nullify any Pack Leader earnings and their status as Pack Leader if the User is found to have conducted, or still conducting, site abuse or fraudulent activity.

The Company reserves the right to derank a user's account and/or remove current XP if that user is found to be engaging in site abuse or fraudulent activity.

You acknowledge that the company retains the authority to revert any changes made to Howly's Rank Rollover, if that user is suspected of having conducted, or is still conducting, Site Abuse or Fraudulent activity

You acknowledge that the Company retains the authority to cease All Rewards, Bonuses, Affiliate income, and promotional earnings to a User's account without notice and at its sole discretion.

You acknowledge that Howl's Rewards, Bonuses, Affiliate income, and promotional earnings are not an investment. Howl's Rewards, Bonuses, Affiliate income, and promotional earnings are solely given to the User at the company's sole discretion.

All rewards/bonuses have an expiration date of 1 year, starting on the date you received the bonus. These rewards/bonuses are including but not limited to:

- - Rakeback
- - Reloads
- - Monthly Bonuses
- - Free Spins
- - Vault Interest
- - Rank level up Rewards
- - Rakeback Boosts
- - Promo Codes
- - Daily Cases
- - Bonus Balances
- - Pack Leader income
- - Affiliate income
- - All Howl Sponsored Giveaways
- - Promotions
- - Balance from the Howl Team

Closure of account, abandoned accounts

You have the right to permanently close your account at our Website. To utilize this function, you should contact our customer support department via email support@howl.gg.

In cases where your account remains inactive, meaning no interaction with the Services, depositing, withdrawing, or transferring funds, for a consecutive period of at least 9 months, it will be classified as an "Abandoned Account." We may charge a monthly fee for maintaining all Abandoned Accounts, deducted from any remaining funds. The amount of monthly fee can be defined on the discretion of the Company but cannot exceeds €20. Once the balance reaches zero, the Abandoned Account will be closed. To reactivate a closed Abandoned Account and resume using the Services, please contact our customer support team at support@howl.gg. We will make efforts to notify you before your account becomes inactive and before any fees are deducted.

Terms Copy

The company will send you an updated version of our Terms of Service every time they are updated. If you require a copy of any of our Policies, please contact our Howl Support team through the details in the Contact Section of this Policy. The Howl Support team will provide you with a PDF of any up-to-date Policy you request within 10 (ten) business days.

Contact

If you have any questions, issues, suggestions, problems, or feedback, feel free to contact our Howl Support team and our Howl compliance team at any time:

By E-Mail: CS@howl.gg

If you have any questions regarding our Company's marketing and website, feel free to contact our Howl Marketing team. However, please understand that the Howl Marketing team only responds when necessary for general requests. Therefore, if you are uncertain if your concern is related to the marketing team, please get in touch with our Howl Support Team instead.

By E-mail: marketing@howl.gg