

OPERATIONS MANUAL

K.I.K. Corporation B.V.

a Company with registered address at KAYA RICHARD J. BEAUJON Z/N, CURACAO,
registration number 151667, CGA License number OGL/2024/211/0595 (herein after referred to
as “**Company, License Holder**”)

KEY INFORMATION

Approving Official(s): Gouloud Hammoud obo Guardian Corporation Curaçao B.V. the Statutory Director

Responsible Office: Gouloud Hammoud obo Guardian Corporation Curaçao B.V. the Statutory Director

Effective Date: 22.07.2026

Next Review Date: 22.07.2027

1. PURPOSE

1.1 Objective

This Operational Manual establishes the governance, compliance, operational, technological, and risk management framework under which the Company conducts online gaming operations.

The Manual ensures that all activities are conducted in a manner that is:

- Safe
- Responsible
- Transparent
- Verifiable
- Reliable

as required under the Curaçao remote gaming framework.

2. BUSINESS DESCRIPTION

2.1 Nature of Business

The purpose of the Company is to organize, market, promote, manage, support and operate remote gaming activities for clients established or residing outside of Curaçao, including:

- all types of games;
- betting activities;
- betting exchange operations;
- interactive casinos;
- bingos;
- lotteries;
- poker; and
- other interactive games.

Players access services through approved domains operated under the Company's gaming license.

2.2 Strategic Objectives

The Company seeks to:

- Deliver fair gaming experiences
- Protect players from gambling-related harm
- Prevent financial crime
- Ensure operational resilience
- Maintain regulatory compliance

3. GOVERNANCE FRAMEWORK

3.1 Corporate Governance Principles

The Company's governance framework is founded upon:

Accountability

All personnel are accountable for actions within their authority levels.

Transparency

Decision-making processes shall be documented and auditable.

Integrity

Business decisions should prioritize regulatory compliance and customer protection.

Independence

Compliance functions operate independently from commercial operations.

3.2 Board Responsibilities

The Board shall:

- Approve strategic plans
- Approve compliance policies

- Review of risk reports
- Review of AML reports
- Review responsible gaming performance
- Approve annual budgets
- Oversee outsourcing arrangements

The Board remains ultimately accountable for compliance with gaming legislation and license conditions.

3.3 Board Meetings

The Board shall meet at least quarterly.

Meeting agendas shall include:

- Compliance updates
- AML reporting
- Risk management reporting
- Responsible gaming reporting
- Cybersecurity updates
- Operational incidents

Minutes shall be retained for a minimum of seven years.

4. ORGANIZATIONAL STRUCTURE

4.1 CEO

The CEO is responsible for:

- Daily management
- Resource allocation
- Implementation of board directives
- Regulatory engagement

4.2 Compliance Officer

The Compliance Officer shall:

- Monitor legal obligations
- Monitor license conditions
- Conduct compliance reviews
- Maintain policies
- Liaise with regulators
- Coordinate regulatory reporting

The Compliance Officer shall have unrestricted access to records and senior management.

4.3 MLRO

The MLRO shall:

- Manage AML systems
- Review of suspicious activities
- File required reports
- Conduct AML investigations
- Maintain AML records

The MLRO operates independently of commercial management.

4.4 Responsible Gaming Officer

Responsibilities include:

- Reviewing high-risk player activity
- Managing self-exclusion requests
- Monitoring player interactions
- Conducting intervention programs

CGA responsible gaming requirements place significant emphasis on customer monitoring and intervention programs.

5. ENTERPRISE RISK MANAGEMENT

5.1 Risk Philosophy

The Company applies a risk-based approach to decision making.

Risk considerations shall be integrated into:

- Product development
- Marketing activities
- Customer onboarding
- Payment processing
- Vendor selection

5.2 Risk Categories

Regulatory Risk

Failure to comply with laws and license conditions.

AML Risk

Exposure to money laundering or terrorist financing.

Responsible Gaming Risk

Failure to identify or mitigate gambling-related harm.

Fraud Risk

Customer, affiliate, payment, or bonus abuse.

Information Security Risk

Cybersecurity incidents and data breaches.

Operational Risk

Failures of systems, personnel, or processes.

5.3 Risk Review Process

Risk assessments shall occur:

- Annually
- Following incidents
- Following major business changes
- Following regulatory amendments

6. AML/CFT PROGRAM

6.1 Policy Statement

The Company maintains a risk-based AML/CFT framework designed to prevent use of gaming services for:

- Money laundering
- Terrorist financing
- Fraud
- Sanctions evasion

AML obligations remain a core area of regulatory supervision under the current CGA framework.

6.2 Customer Risk Assessment

Each customer receives a risk score based upon:

Geographical Risk

Country of residence.

Transaction Risk

Deposit and withdrawal behavior.

Product Risk

Use of gaming products.

Behavioral Risk

Patterns that may indicate laundering or fraud.

6.3 Customer Due Diligence (CDD)

Prior to unrestricted gaming activity, the Company shall collect:

- Full name
- Residential address
- Date of birth
- Nationality
- Email address
- Phone number

6.4 Verification Requirements

Verification may include:

Identity Verification

Government-issued identification.

Address Verification

Proof of residence documentation.

Biometric Verification

Where implemented.

Database Verification

Electronic identity systems.

6.5 Enhanced Due Diligence

EDD shall be required for:

- Politically exposed persons
- High-risk jurisdictions
- High-value players

- Adverse media matches
- Complex transaction patterns

Additional information may include:

- Occupation
- Wealth source
- Source of funds
- Banking documentation

6.6 Transaction Monitoring Framework

Monitoring systems review:

Deposit Activity

- Structuring
- Velocity
- High-value deposits

Withdrawal Activity

- Unusual withdrawal requests
- Third-party payment indicators

Gaming Activity

- Minimal risk gaming
- Wash betting
- Bonus abuse

6.7 Suspicious Activity Process

Step 1

Alert creation.

Step 2

Analyst review.

Step 3

MLRO escalation.

Step 4

Investigation.

Step 5

Suspicious activity determination.

Step 6

Mandatory reporting where required.

Step 7

Record retention.

7. SANCTIONS COMPLIANCE

Automated sanctions screening shall occur against:

- Customers
- Beneficial owners
- Employees
- Vendors

Screening occurs:

- At onboarding
- Daily rescreening
- Prior to payment execution

8. RESPONSIBLE GAMING FRAMEWORK

8.1 Principles

The Company is committed to reducing gambling-related harm through:

- Prevention
- Detection
- Intervention
- Support

The CGA responsible gaming policy requires operators to maintain age verification, player protection, monitoring, intervention, and self-exclusion processes.

8.2 Underage Gambling Prevention

No customer under the legal gambling age shall be permitted to gamble.

Controls include:

- Identity verification
- Date-of-birth verification
- Account monitoring
- Documentation review

8.3 Responsible Gaming Tools

Customers shall have access to:

Deposit Limits

Daily, weekly, monthly.

Loss Limits

Configurable by customer.

Wager Limits

Adjustable restrictions.

Session Limits

Maximum play duration.

Time-Out Periods

Temporary account suspension.

Self-Exclusion

Extended access restriction.

8.4 Behavioural Monitoring

Indicators include:

- Excessive deposits
- Chasing losses
- Continuous sessions
- Escalating betting
- Distress communications

8.5 Customer Interaction Program

Level 1

Automated education.

Level 2

Personally responsible gaming communication.

Level 3

Manual review.

Level 4

Mandatory restrictions.

Level 5

Enhanced intervention and exclusion.

9. CUSTOMER ONBOARDING

9.1 Registration Procedure

Customers provide:

- Full name
- DOB
- Address
- Email
- Mobile number

9.2 Screening

Customers are screened for:

- Sanctions match
- Duplicate accounts
- Fraud indicators
- Jurisdiction eligibility

9.3 Account Approval

Accounts shall not be fully activated until the onboarding controls required are completed.

10. FRAUD MANAGEMENT

10.1 Fraud Risks

The Company monitors for:

- Account takeover
- Payment fraud
- Bonus abuse
- Affiliate fraud

- Collusion

10.2 Detection Controls

The Company utilizes:

- Device fingerprinting
- Velocity monitoring
- Behavioural analytics
- Geolocation controls
- Manual investigations

11. PAYMENT OPERATIONS

11.1 Deposits

Accepted methods include approved:

- Cards
- Bank transfers
- E-wallets
- Cryptocurrencies (where approved)

11.2 Withdrawals

Withdrawal approval requires:

- Verified account
- Fraud review
- AML review
- No suspicious indicators

11.3 Reconciliation

Financial reconciliation occurs:

- Daily

- Weekly
- Monthly

Discrepancies are escalated immediately.

12. PLAYER FUND PROTECTION

Player balances are maintained separately within accounting records.

The Company shall maintain sufficient liquidity to meet player liabilities.

Daily reconciliation shall verify:

- Customer balances
- Wallet balances
- Payment processor balances

13. INFORMATION SECURITY

13.1 Security Objectives

Protect:

- Customer data
- Payment data
- Gaming systems
- Regulatory information

The gaming framework requires gaming systems to be secure and protected against cyber threats.

13.2 Access Management

Access shall be:

- Role-based
- Least-privilege

- Reviewed quarterly

13.3 Authentication Controls

Required controls include:

- MFA
- Strong passwords
- Privileged account monitoring

13.4 Security Monitoring

Security events are logged:

- 24/7 monitoring
- SIEM review
- Alert escalation

14. INCIDENT MANAGEMENT

Incident Categories

Critical

Data breach.

High

System outage.

Medium

Suspected fraud.

Low

Customer-impacting issue.

Incident Procedure

1. Identify.
2. Contain.

3. Investigate.
4. Recover.
5. Report.
6. Review.

15. BUSINESS CONTINUITY

Recovery Objectives

RTO: 4 Hours

RPO: 15 Minutes

Disaster Recovery

The disaster recovery program includes:

- Data replication
- Hot backups
- Failover testing
- Annual DR exercises

16. COMPLAINTS MANAGEMENT

Complaint Handling Principles

Customer complaints shall be:

- Handled fairly
- Investigated objectively
- Resolved promptly
- Recorded completely

Escalation Levels

Stage 1

Customer Support.

Stage 2

Management Review.

Stage 3

Compliance Review.

Stage 4

ADR Referral.

Complaint and ADR frameworks are included within the CGA policy framework for licensed operators.

17. MARKETING COMPLIANCE

Marketing shall not:

- Target minors
- Mislead consumers
- Misrepresent winning chances
- Encourage irresponsible gambling

Responsible gaming messaging shall appear on promotional materials where required.

18. TRAINING PROGRAM

Mandatory annual training:

- AML/CFT
- Responsible Gaming
- Information Security

- Fraud Awareness
- Data Protection

New employees must complete training before receiving production system access.

19. INTERNAL AUDIT

Compliance reviews shall occur quarterly.

Testing includes:

- KYC compliance
- AML effectiveness
- Responsible gaming controls
- Complaint handling
- Security controls

Findings shall be reported to the Board.

20. DOCUMENT CONTROL

This manual shall be reviewed:

- Annually
- Following significant incidents
- After regulatory changes
- Following major business changes

All amendments require documented approval and version control.

	Question	Answer
Games of Chance offered (Games Register)	1. Which games are offered to players (casino games, sports betting, live casino, lotteries, bingo, poker, fantasy sports, crash games, or another category)?	K.I.K. Corporation B.V. operates multiple gaming brands under its Curaçao licence. The gaming products offered include: • Online Casino Games through 232Casino.com • Live Casino Games through 232Casino.com • Lottery Messenger Services through AllTheBestLottos.com A complete list of games, providers and product categories is maintained in the Games Register attached as Annex 1 to this Operations Manual. (see attached Games Register for this section)
	2. For each game type, what are the basic rules of play?	Online Casino Games are offered through certified third-party gaming providers. Players place wagers on casino games, and game outcomes are determined by certified Random Number Generators (RNGs) or live dealer game results, depending on the game type. Live Casino Games are conducted by licensed live casino providers where outcomes are determined by real-time dealer actions and game rules. Lottery Messenger Services allow players to participate in official government-operated lotteries. The Operator acts as a lottery messenger service and facilitates the purchase of lottery entries on behalf of players. Lottery outcomes are determined exclusively by the respective official lottery operators. Game rules, payout information and participation requirements are made available to players before participation.
	3. Are any games supplied by third-party providers?	Yes. Casino and live casino content is supplied by licensed third-party gaming providers through the Alea aggregation platform. Lottery outcomes are supplied and determined by the respective official lottery operators.

	4. Which game providers are used?	The Operator utilizes the Alea gaming aggregation platform, which provides access to multiple certified gaming providers, including but not limited to: • Betsoft • CreedRoomz • ELK Studios • Endorphina • Evolution • Felix Gaming • Hacksaw Gaming • Microgaming • NetEnt • Nolimit City • Novomatic • Play'n GO • Playson • Playtech • Pragmatic Play • Pragmatic Play Live • Quickspin • Red Tiger Gaming • Relax Gaming • Skywind • Skywind Live • Spinomenal • Vivo Gaming • Wazdan • Yggdrasil
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		The complete and current list of providers is maintained in the Supplier and Third-Party Technology Register and Games Register.
	5. Are any games restricted to specific jurisdictions or player categories?	Yes. The availability of certain games, providers, promotions or gaming products may vary depending on jurisdictional restrictions, regulatory requirements, provider restrictions, player eligibility criteria and responsible gaming measures. The Operator applies geo-restrictions, age verification controls, self-exclusion controls and restricted-country controls to ensure that only eligible players are granted access to gaming products where permitted by applicable laws and regulations
	6. How does the operator ensure that only approved or permitted games are made available?	The Operator ensures that only approved and permitted gaming products are made available to players through controlled integrations with licensed and reputable third-party providers and aggregators. Casino and live casino content is provided through the Alea gaming aggregation platform. New providers and gaming content are subject to internal review before being activated. Access to game configuration and provider management is restricted to authorized personnel. The Operator maintains a Games Register and Supplier and Third-Party Technology Register, which record the gaming products and providers available within the operation. These registers are reviewed and updated whenever new providers, games or products are introduced or removed. Where applicable, jurisdictional restrictions, provider restrictions and regulatory requirements are implemented through system controls to ensure that prohibited or restricted games are not made available to ineligible players or restricted jurisdictions. The Operator also performs periodic reviews of active gaming content to verify that only authorized games remain available on the platform and that provider certifications remain valid where required

Payment possibilities	7. Which deposit methods are accepted?	The deposit methods available depend on the gaming brand and product offered. For 232Casino.com, players may deposit funds using: • Payment cards (debit and credit cards); • Crypto-assets through authorized cryptocurrency payment providers. • Skrill Wallet For AllTheBestLottos.com, players may deposit funds using: • Payment cards processed through Worldpay; • Payment cards processed through Trust Payments. Additional payment methods may be introduced from time to time and will be communicated to players through the relevant website.
	8. Which withdrawal methods are available?	Withdrawals are generally processed using the same payment method used for the original deposit, where technically possible and permitted by applicable AML/CFT requirements. For 232Casino.com, withdrawals may be processed via: • Payment cards; • Cryptocurrency payment methods. • Skrill Wallet For AllTheBestLottos.com, withdrawals are processed through the available card payment channels or alternative methods approved by the Operator where required
	9. Are fiat currencies, crypto-assets, vouchers, e-wallets, bank cards, bank transfers, or alternative payment methods used?	The Operator utilizes a combination of traditional and alternative payment methods depending on the gaming brand and payment provider. The following payment categories are currently used: • Bank cards (debit and credit cards); • E-wallet (Skrill); • Crypto-assets (232Casino.com only) The Operator does not currently offer bank transfers, vouchers as standard payment methods.

	10. Which payment service providers are involved?	The Operator utilizes different payment service providers depending on the gaming brand and payment method. The current payment service providers include: • PaymentIQ (payment orchestration platform) • Worldpay; • Trust Payments; • Authorized cryptocurrency payment providers utilized for 232Casino.com; • Acquiring banks and payment processors connected through PaymentIQ. Payment processing arrangements may be amended from time to time and are maintained in the Supplier and Third-Party Technology Register attached to this Operations Manual. (also see attached Suppliers Register)
	11. Are there minimum and maximum deposit and withdrawal limits?	Yes. The Operator applies minimum and maximum deposit and withdrawal limits in accordance with the relevant product, payment method, operational requirements and AML/CFT controls. Transaction limits may vary depending on the payment channel, payment provider and customer risk profile. Additional monitoring and verification measures apply to cumulative transactions reaching EUR 2,000 within a rolling 24-hour period. The standard minimum deposit amount for 232Casino.com is EUR 10. For withdrawals on 232Casino.com: • Maximum withdrawal limit: EUR 500 per calendar day; • Maximum withdrawal limit: EUR 15,500 per calendar month. Additional deposit and withdrawal limits may apply depending on the product, payment method, payment provider, customer risk profile and operational requirements.

	12. Are payment methods subject to verification before use?	Yes. The Operator may require verification of payment methods and customer identity before deposits or withdrawals are processed. Verification measures may include: • Identity verification; • Payment method ownership verification; • Source of funds verification; • Enhanced Due Diligence procedures where required. Additional verification may be requested based on AML/CFT risk indicators or unusual transactional activity.
	13. Are deposits and withdrawals only permitted through accounts held in the player's own name?	Yes. The Operator only permits deposits and withdrawals through payment methods that belong to the registered player. The use of third-party payment methods is prohibited and may result in additional verification, transaction restrictions, account suspension or closure in accordance with the Operator's AML/CFT procedures.
	14. How are failed, reversed, or suspicious payments handled?	Failed, reversed, unusual or suspicious payments are automatically flagged for review and may be subject to additional investigation by the Payments, Risk and Compliance teams. Depending on the circumstances, the Operator may: • Request additional verification documents; • Apply Enhanced Due Diligence measures; • Restrict deposits or withdrawals; • Temporarily suspend the account; • Reject or reverse transactions where legally permitted; • Escalate the matter internally and report to competent authorities where required by law. All suspicious payment activity is reviewed in accordance with the Operator's AML/CFT policies and transaction monitoring procedures.

Bet amounts	15. What are the minimum and maximum bet amounts per game?	Minimum and maximum bet amounts vary depending on the individual game, game provider and product offered. Betting limits are configured by the respective game providers and may differ between games
	16. Are limits different per game, provider, player category, or jurisdiction?	Yes. Betting limits may vary depending on the game provider, game type, jurisdictional restrictions and applicable responsible gaming controls.
	17. Are stake limits configurable by the player?	Yes. Players may configure stake limits through the responsible gaming tools available within their account settings. Any changes to limits are subject to the applicable responsible gaming procedures and cooling-off periods where required.
	18. Are internal risk limits applied by the operator?	Yes. The Operator applies internal risk controls and transaction monitoring measures, including deposit thresholds, AML/CFT monitoring triggers and responsible gaming controls. Transactions reaching EUR 2,000 within a rolling 24-hour period are automatically flagged for review.
	19. Are responsible gaming limits applied to deposits, stakes, losses, or session activity?	Responsible gaming limits apply to deposit limits, cooling-off, and self-exclusion.
	20. How are changes to betting limits approved and recorded?	Changes to betting configurations and limits are controlled by authorized personnel and, where applicable, by the relevant game providers. Material changes are documented and subject to internal review and approval procedures.
Payouts and winnings	21. What payout percentages, odds, prize structures, or return-to-player rates apply?	The payout percentages, odds and return-to-player ("RTP") rates vary depending on the individual game, game provider and product offered. For casino games, payout percentages and RTP rates are determined by the respective certified game providers and are embedded within the game software. For lottery messenger services, prize structures and odds are determined solely by the relevant official lottery operators. The Operator does not alter game RTP percentages, lottery odds or outcome-determining mechanisms.

	22. Are payout rules displayed to players before participation?	Yes. Game rules, payout information, RTP details where applicable, and lottery participation rules are made available to players through the respective game interfaces, websites, terms and conditions, and provider information before participation.
	23. How are winnings credited to player accounts?	Winnings are automatically credited to the player's account balance following confirmation of the relevant game result, lottery result or settlement process. For lottery messenger services, winnings are credited following confirmation and collection of the relevant prize from the official lottery operator, where applicable. All winnings remain subject to identity verification, AML/CFT controls and regulatory requirements before withdrawal.
	24. Are jackpot, bonus, tournament, or promotional payouts handled differently?	Yes. Progressive jackpots, bonuses, promotions and exceptional winnings may be subject to additional terms and conditions, verification requirements and payout procedures. The Operator reserves the right to apply additional verification, Enhanced Due Diligence procedures and staged payment arrangements where required by law, regulation, payment-provider requirements or risk considerations.
	25. Are there maximum payout limits?	Yes. For 232Casino.com, the maximum withdrawal limits currently applied are: • EUR 500 per calendar day; • EUR 15.500 per calendar month. Where winnings exceed the applicable withdrawal limits, payments may be processed in instalments unless otherwise required by applicable law or licensing conditions. Lottery prize payments are subject to the applicable rules of the relevant official lottery operator and any applicable verification requirements.

	26. What happens if a game, system, or payment error affects a payout?	Where a game malfunction, technical issue, payment failure or system error affects a payout, the Operator reserves the right to suspend the affected transaction and investigate the matter. Incorrect credits, payments or winnings resulting from technical errors may be reversed or corrected in accordance with the Terms and Conditions and applicable regulatory requirements. The Operator will communicate with affected players and take reasonable measures to restore the correct account balances and transaction outcomes.
	27. How are disputed payouts investigated?	Disputed payouts are investigated by the relevant operational departments, including Customer Support, Payments, Compliance and, where necessary, the relevant game provider. The investigation may include review of: • player account records; • transaction logs; • game history; • payment provider records; • system logs; • verification documentation; • applicable game rules and terms and conditions. The player receives a written response explaining the outcome of the investigation and may escalate unresolved disputes in accordance with the Operator's Complaints Procedure and applicable ADR arrangements.

Software used in the operation	28. What platform software is used?	The Operator utilizes a combination of internally managed systems and third-party technology providers to support its gaming operations. The principal systems currently used include: • Alea Gaming Gateway and aggregation platform; • Third-party gaming provider software made available through Alea; • PaymentIQ payment orchestration platform and VaultIQ tokenization service; • Payment service provider systems; • Internal back-office, compliance and customer support tools.
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	29. Which game aggregation, wallet, payment, KYC, AML, fraud monitoring, reporting, responsible gaming, CRM, and back-office systems are used?	Game aggregation: • Alea Gaming Gateway and aggregation platform. Wallet: • Wallet functionality integrated within the gaming platform. Payment systems: • PaymentIQ payment orchestration platform; • Worldpay; • Trust Payments; • Skrill; • Authorized cryptocurrency payment providers. KYC: • Internal customer due diligence procedures and available platform verification functionality. AML: • Internal transaction monitoring and AML procedures. Fraud monitoring: • Internal monitoring procedures and payment provider controls. Reporting: • Internal operational and compliance reporting tools. Responsible Gaming: • Responsible gaming functionality integrated within the gaming platform. CRM: • Third-party Customer Relationship Management (CRM) platform provided by an outsourced service provider. Back-office: • Platform administration interfaces and internal operational tools
	30. Are systems proprietary or supplied by third parties?	The Operator primarily utilizes third-party software solutions and outsourced technology services. The Alea Gaming Gateway, gaming content, payment platforms, CRM platform and payment processing systems are supplied and maintained by third-party service providers and outsourcing partners. The Operator additionally utilizes internally managed operational procedures and administrative tools to support the day-to-day management of the business.

	31. Who maintains and updates the software?	Software and platform infrastructure are maintained and updated by the respective third-party service providers, including Alea, PaymentIQ, payment service providers and gaming providers. The Operator coordinates with the relevant providers regarding updates, maintenance, issue resolution and new integrations.
	32. How are software changes tested before release?	New functionality, integrations and material system changes are subject to testing before implementation in the production environment. Testing may include: • functional testing; • integration testing; • user acceptance testing; • security assessments where appropriate. Testing activities are performed internally and, where necessary, in cooperation with the relevant third-party technology providers.
	33. How are software versions documented?	Software changes, updates and version releases are documented by the relevant service providers and through internal change management procedures where applicable. The Operator maintains records of significant operational and technical changes affecting the gaming operation.
	34. How are access rights to software systems controlled?	Access to software systems is restricted to authorized personnel and follows the principle of least privilege. Access rights are granted based on business need and job responsibilities and may include role-based permissions, user authentication procedures and administrative controls. Access rights are reviewed periodically and amended or revoked when no longer required.
Outcome-determining elements	35. Are outcomes determined by random number generators, live dealer results, sports results, player decisions, algorithms, or other mechanisms?	Casino games are determined by certified Random Number Generators (RNGs) embedded within the respective game software. Live casino games are determined by real-time dealer actions and live game procedures. Lottery messenger products are determined exclusively by the official lottery draws conducted by the respective governmental or licensed lottery operators. The Operator does not influence or alter game outcomes.

	36. Which systems or providers determine outcomes?	Game outcomes are determined by: • certified third-party casino game providers; • licensed live casino providers; • official lottery operators for lottery messenger products. The Operator has no ability to manipulate or determine game outcomes.
	37. How is randomness tested and certified?	Randomness is tested and certified by the respective third-party game providers and independent testing laboratories engaged by those providers in accordance with applicable regulatory requirements. The Operator relies on the certifications and approvals maintained by the relevant providers and does not develop or modify RNG functionality.
	38. Are RNG certificates available?	Yes. The Operator relies on RNG certificates and related certifications maintained by the respective gaming providers and aggregators. Relevant certifications may be obtained from providers where required for regulatory purposes.
	39. How are game rules, payables, odds, and outcome logic documented?	Game rules, payout information, RTP percentages, participation requirements and outcome logic are documented within the relevant game software, provider documentation, websites and applicable terms and conditions. Players are provided with access to the relevant information before participating in games.
	40. How does the operator prevent manipulation of outcomes? How are incidents involving incorrect game outcomes handled?	The Operator has no ability to manipulate game outcomes. Any suspected technical malfunction, game irregularity or incorrect outcome is investigated in cooperation with the relevant game provider and aggregator. The Operator may: • temporarily suspend access to the affected game; • suspend settlement of affected transactions; • investigate the incident; • correct erroneous balances or transactions where permitted by law and the Terms and Conditions; • maintain records of the incident and corrective actions taken.

Periodic test methods for quality monitoring	41. Which systems are tested periodically?	The following systems are subject to periodic testing and review: • gaming platform and integrations; • payment systems; • responsible gaming controls; • AML monitoring controls; • information security controls; • operational reporting systems; • business continuity and recovery procedures where applicable.
	42. Are RNG tests, penetration tests, vulnerability scans, game certification tests, payment tests, load tests, disaster recovery tests, responsible gaming control tests, AML control tests, or data integrity tests performed?	Yes. Testing activities may include: • RNG certification testing by gaming providers; • vulnerability assessments and security scans; • payment and integration testing; • responsible gaming control testing; • AML control reviews; • data integrity checks; • operational and business continuity testing where appropriate.
	43. How often are tests conducted?	Testing is performed periodically based on the nature of the system, regulatory requirements, operational needs and the requirements of the relevant service providers. Certain tests are conducted on an ongoing basis, while others are performed following material system changes, upgrades or scheduled review periods.
	44. Who performs the tests: internal staff, external auditors, labs, suppliers, or consultants?	Testing activities are performed by a combination of: • internal personnel; • third-party service providers; • independent testing laboratories; • external security specialists and consultants where appropriate.
	45. How are test results documented?	The Operator maintains records relating to testing activities, findings, incidents and corrective actions. Testing documentation may include reports, provider certifications, vulnerability scan reports, operational reviews and incident records.

Storage of players' personal data and other details	46. How are deficiencies corrected?	Deficiencies identified during testing, monitoring or reviews are investigated and addressed through corrective actions, system updates, process improvements or escalation to the relevant service provider. Corrective actions are documented and monitored until resolution.
	47. Who verifies that corrective actions have been completed?	The completion of corrective actions is verified by the relevant operational personnel, management, Compliance function or the applicable third-party service provider, depending on the nature of the issue.
	48. What personal data is collected from players?	The Operator collects and processes various categories of personal information, including: • name and surname; • date of birth; • gender; • residential address; • email address; • telephone number; • payment and transaction information; • identity verification documentation and verification records; • source of wealth and source of funds documentation where required; • account activity and transaction history; • login records; • IP address, device information and technical data; • KYC verification results; • PEP and sanctions screening results.
	49. What identification, verification, contact, financial, gaming, technical, and communication data is stored?	Stored data includes: • identification information; • contact information; • date of birth; • nationality; • address information; • payment and transaction records; • KYC verification results; • PEP and sanctions screening results; • account and transaction history.

	50. Where is the data stored? Which systems or databases contain player data?	Player data is maintained across several systems and service providers depending on the type of information processed. Personal data, payment-related data and financial transaction records are maintained within PaymentIQ and its related infrastructure hosted by Amazon Web Services EMEA SARL within the European Union. Gaming activity records and player account activity are maintained within the Alea platform using unique player identification numbers only. Alea does not maintain players' full personal information. Certain information may also be stored by authorized third-party service providers and cloud service providers engaged by the Operator for operational, security, reporting and regulatory purposes.
	51. Who has access to the data?	Access to data is restricted to authorized personnel of the Operator and authorized personnel of relevant service providers who require access to perform their duties. Access may also be granted to competent authorities where required by law or regulatory obligations. Third-party service providers process data in accordance with applicable contractual arrangements, data protection requirements and confidentiality obligations.
	52. How is access controlled and logged?	Access to systems and data is controlled through authentication procedures, role-based permissions and the principle of least privilege. System access is limited to authorized users and is subject to appropriate administrative and security controls. The Operator and its service providers maintain system logs, transaction records and operational records to support monitoring, investigations, compliance activities and regulatory requirements.
	53. How is data encrypted or otherwise protected?	The Operator and its service providers implement appropriate technical and organizational measures to protect data against unauthorized access, loss, alteration or disclosure. Security measures include, where applicable: • encryption and secure transmission methods; • access controls and user authentication procedures; • role-based permissions and least-privilege principles; • security monitoring and vulnerability management procedures

	54. What retention periods apply?	Player information and operational records are retained for as long as necessary to satisfy legal, regulatory and operational requirements. Following account closure, certain records may be retained for up to ten years and longer where required by anti-money laundering legislation, investigations, disputes, fraud prevention activities or regulatory requests. Transaction records may remain available for audit and reporting purposes even after GDPR anonymization of personal data. Personal data anonymization is only permitted in accordance with applicable legal and operational requirements and where no processing transactions remain outstanding
	55. How are data correction, deletion, or access requests handled?	Requests relating to access, correction, restriction, deletion or other data protection rights are handled in accordance with the Operator's Privacy Policy and applicable data protection legislation. Requests are reviewed, assessed and processed by authorized personnel within the applicable legal timeframes
	56. How is data protected against unauthorized access, loss, alteration, or disclosure?	The Operator implements appropriate technical and organizational measures to protect personal data, including access controls, encryption technologies, secure transmission methods, security monitoring and confidentiality obligations applicable to authorized personnel and service providers.
Visual elements shown to players	57. What websites, domains, mobile applications, or software interfaces are used?	The Operator currently operates the following websites and domains: • www.232casino.com; • www.allthebestlottos.com The services are accessible through desktop and mobile web interfaces.
	58. What branding, logos, license information, game pages, account screens, responsible gaming messages, warnings, pop-ups, banners, bonus displays, payment screens, terms links, complaints information, and footer information are shown?	The Operator's websites display branding elements, logos, account and payment screens, responsible gaming messages, applicable warnings, promotional information, terms and conditions, privacy information, complaints procedures and regulatory information required under applicable laws and licence conditions.
	59. Are visual elements consistent across desktop and mobile versions?	Yes. The Operator seeks to maintain a consistent user experience and presentation of material information across desktop and mobile versions of its websites.

Technical measures to prevent banned persons from playing	60. Are legally required notices clearly visible?	Yes. Legally required notices, including age restrictions, responsible gaming information, licensing information and relevant policies, are clearly displayed and accessible on the websites.
	61. Are game rules, risks, odds, limits, and responsible gaming tools easy to find?	Yes. Players have access to information regarding game rules, responsible gaming tools, limits and applicable terms through the websites and gaming interfaces.
	62. How are changes to visual elements reviewed and approved?	Material changes to website content, visual elements and customer-facing information are subject to internal review and approval procedures before implementation
	63. Which categories of banned or prohibited persons are blocked?	The Operator prohibits access to: • persons under the age of 18; • self-excluded players; • players located in restricted jurisdictions; • sanctioned individuals or entities; • persons identified as engaging in fraudulent, criminal or prohibited activities; • persons otherwise prohibited under applicable laws or regulatory requirements.
	64. How does the operator identify banned persons during registration, login, deposit, or gameplay?	The Operator utilizes a combination of customer due diligence procedures, account monitoring, identity verification procedures, sanctions screening, geolocation measures and operational controls to identify prohibited persons.
	65. Are exclusion lists, self-exclusion databases, age verification systems, sanctions checks, duplicate account checks, geolocation tools, identity verification tools, or device/IP checks used?	Yes. The Operator utilizes various controls, including: • self-exclusion procedures; • age and identity verification procedures; • sanctions screening; • duplicate account reviews; • geolocation controls; • device and IP monitoring procedures where appropriate.
	66. How often are checks performed?	Checks are performed during registration and on an ongoing risk-based basis throughout the customer relationship, including when account activity or circumstances warrant additional review.

	67. What happens if a banned person attempts to register or play?	Registration or access attempts by prohibited persons may be prevented, restricted, suspended or terminated. The Operator may request additional information, suspend the account, refuse transactions and take any other measures required by law or internal policies.
	68. Are accounts suspended automatically or manually?	Accounts may be suspended automatically or manually depending on the nature of the restriction, the system controls available and the circumstances of the case.
	69. How are attempted breaches recorded and reported internally?	The Operator maintains records of material incidents, attempted breaches, account restrictions and related investigations through its operational records and incident management procedures.
Technical infrastructure diagram	70. Does the manual include a clear diagram of the platform architecture?	Yes. The Operations Manual includes a high-level diagram of the platform architecture. Diagram to be attached as an annex to the Operations Manual.
	71. Does the diagram show hosting, servers, databases, payment systems, game providers, platform providers, firewalls, APIs, back-office systems, monitoring tools, data centers, backup systems, and third-party integrations?	Yes. The platform architecture diagram identifies the principal systems, integrations and service providers supporting the operation. COMMENT: Certain infrastructure details remain subject to confirmation by third-party service providers.
	72. Does it identify which systems are critical to the operation?	Yes. The diagram identifies the critical systems supporting gaming operations, payments, player management and regulatory compliance.
	73. Does it show where player data, transaction data, and gaming data are stored?	Yes. The diagram identifies the principal systems used to maintain player data, payment records and gaming activity records. COMMENT: Certain infrastructure and hosting details remain subject to confirmation by third-party service providers.
	74. Does it show data flows between systems?	Yes. The diagram identifies the principal data flows and integrations between the Operator's systems and third-party service providers.
	75. Does it identify system owners or responsible parties?	Yes. The diagram identifies the principal service providers and responsible parties for the critical systems used in the operation.

Restoration possibilities in technical emergencies	76. What types of emergency situations are covered?	The Operator's business continuity and incident management procedures address a range of potential emergency situations, including operational, technical and security incidents.
	77. Are server failure, cyberattack, data loss, payment outage, game provider outage, platform outage, network failure, database corruption, and disaster recovery scenarios addressed?	Yes. The Operator's procedures address, where applicable: • server failures; • cyber incidents; • data loss events; • payment service disruptions; • game provider outages; • platform outages; • network failures; • database incidents; • disaster recovery scenarios.
	78. What backup procedures are in place?	The Operator relies on the backup, resilience and recovery arrangements maintained by its systems and service providers together with its own incident management procedures.
	79. How often are backups made?	The Operator relies on the backup, resilience and recovery arrangements maintained by its critical systems and service providers, including gaming, payment and operational systems, together with its own incident management procedures. Backup and recovery measures are designed to support the restoration of critical systems, data and operational services following an incident.
	80. Where are backups stored?	Backups are maintained by the relevant systems and service providers within their respective infrastructure and environments and are stored separately from production environments in accordance with applicable security and business continuity arrangements.
	81. What recovery time objectives and recovery point objectives apply?	The Operator and its service providers maintain business continuity and recovery procedures designed to restore critical systems, services and data within appropriate timeframes following an incident and to minimize data loss and operational disruption.
	82. Who is responsible for activating recovery procedures?	Recovery procedures are coordinated by management and the relevant operational personnel in cooperation with the affected third-party service providers and technology partners.

	83. How are players informed during service interruptions?	Where appropriate, players may be informed of material service interruptions through website notices, customer communications, customer support channels or other appropriate communication methods.
	84. How are unfinished games, pending bets, deposits, withdrawals, and balances handled after restoration?	Following restoration of services, the Operator performs the necessary reconciliations and reviews to ensure that unfinished games, pending transactions and account balances are resolved appropriately in accordance with applicable procedures, the terms and conditions and information provided by the relevant service providers.
Responsible gaming implementation	85. What responsible gaming policy applies?	The Operator maintains and applies a Responsible Gaming Policy designed to promote safe and responsible gambling practices, protect vulnerable persons and minimize gambling-related harm. The policy is periodically reviewed and made available to players through the Operator's websites.
	86. How are players informed about responsible gaming risks?	The Operator informs players about responsible gaming risks through a clearly identifiable and easily accessible Responsible Gaming Section on the website and/or application. The Responsible Gaming Section provides clear and understandable information enabling players to make informed decisions about their gambling behaviour. It includes information on gambling-related risks, signs of problematic gambling, the prohibition of underage gambling, available responsible gaming tools, and how players may contact the Operator regarding responsible gaming concerns by email or chat. A clear and visible link to the Responsible Gaming Section is displayed on the homepage and in the footer of the website or application. The Responsible Gaming Section is also referenced in the Terms and Conditions, which are accessible no more than one click away from the homepage. The information is made available in English and in the language of the Operator's target market, with the English version prevailing in case of discrepancy. The footer of the website or application includes a clear visual indication that gambling by minors is prohibited, the Operator's license details, the CGA digital seal, a link to the Responsible Gaming Section, and links to gambling addiction support resources, including international and, where available, local support services.

	87. What tools are available to players, such as deposit limits, loss limits, wager limits, session limits, time-outs, reality checks, self-exclusion, account closure, and cooling-off periods?	The Operator makes responsible gaming tools available to players through the Responsible Gaming Section of the website or application. These tools include, at a minimum, deposit limits, cooling-off periods, self-exclusion, access to betting and wagering history, and player self-assessment resources. Players may set deposit limits for daily, weekly, or monthly periods. Once a deposit limit is reached, the player cannot make further deposits until the relevant period resets. Any request to make a deposit limit more restrictive takes effect immediately, while any request to make a limit less restrictive is subject to a 24-hour waiting period before implementation. Players may activate a cooling-off period of 24 hours, 7 days, 1 month, or 3 months. During a cooling-off period, the player is restricted from gambling activity in accordance with the selections made, while funds remain available for withdrawal. Players may also self-exclude for a period of 1 year, 3 years, 5 years, 10 years, or lifetime. Self-exclusion applies to all gambling activity and all brands or domains operated under the Operator's license. During self-exclusion, the player's account is closed, login is blocked, deposits and wagering are prohibited, and direct marketing is stopped. The Operator may also offer additional tools based on its risk profile, including loss limits, wager limits, time limits, session limits, player-activated reality checks, pop-up reminders, real-time session timers, and access to internet filtering tools.
	88. How does the operator detect risky or problematic gambling behavior?	The Operator operates behaviour tracking controls to identify signs of risky or problematic gambling behaviour. Monitoring is performed through a combination of system-based alerts, player account data, transactional monitoring, and observations by frontline staff such as customer support, VIP, and responsible gaming personnel. The Operator assesses risk holistically and does not rely on a single indicator alone unless the circumstances justify immediate action. Monitoring factors include sudden or unexplained increases in deposit or wagering frequency, repeated failed transactions due to insufficient funds, repeated withdrawal reversals, inexplicably extended play sessions, increased or agitated communication with customer support, frequent changes to responsible gaming tools, use of cooling-off periods, players maxing out credit cards, and attempts to open multiple accounts to bypass limits or exclusions. Where appropriate, the Operator may use platform features, in-game tools, automated alerts, artificial intelligence, machine learning, or manual review to support the detection of at-risk behaviour.

	89. Are player interactions documented?	All responsible gaming interactions are documented in the Player Account Management system or another designated internal system. This includes interactions initiated by the player and by the Operator. Records include the date and time of the interaction, the staff member or system involved, the indicator or concern identified, the information provided to the player, tools discussed or applied, any player response, escalation steps, account restrictions, temporary suspensions, exclusions, and follow-up actions. Operator-initiated exclusions are formally documented and retained for at least five years. Records are maintained so that they can be reviewed internally and made available to the CGA upon request where required.
	90. How are vulnerable players protected?	The Operator protects vulnerable players by implementing proactive responsible gaming controls designed to prevent and mitigate gambling-related harm. A vulnerable person includes a minor, a person who has insufficient control over gambling behaviour, a person banned from gambling by force or at their own request, and a person declared bankrupt. The Operator does not knowingly permit a person who can reasonably be assumed to be vulnerable to participate in games of chance. Where a player displays behaviour suggesting vulnerability or gambling-related harm, the Operator initiates appropriate responsible gaming intervention. This may include informing the player of available tools, directing the player to support resources, applying mandatory deposit limits, temporarily suspending the account, or excluding the player where the risk is severe or persistent. Marketing and advertising are not directed at vulnerable persons and must not portray gambling as a solution to financial, emotional, or mental difficulties. The Operator also ensures that bonuses or promotions are not used to encourage excessive gambling or to discourage the use of responsible gaming tools.

	91. How does the operator prevent minors and excluded persons from gambling?	The Operator prohibits any person under the age of 18 from registering, depositing, wagering, or otherwise participating in games of chance. During registration, the player must enter their date of birth and confirm that they are over 18 by selecting a designated checkbox. Additional checks are performed to obtain sufficient certainty that the player is not a minor. At a minimum, government-issued valid identification, such as a passport, national ID card, or driver's license, is verified upon reaching specified thresholds and in all cases before the first withdrawal. The Operator may also use secondary verification measures such as electronic verification systems, payment validation, government or third-party database checks, and selfie or liveness verification. If the Operator becomes aware that a player is a minor, the account is closed immediately, the reason for closure is communicated, and the civil law implications are considered, including potential refund of deposits and forfeiture of winnings. Records of age verification checks and outcomes are retained and made available for regulatory review.
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	92. How are responsible gaming obligations under Articles 2.2(3), 5.4, and 5.6 of the LOK implemented operationally?	The Operator implements responsible gaming obligations operationally through a documented Responsible Gaming Policy, player-facing Responsible Gaming Section, responsible gaming tools, internal monitoring procedures, escalation protocols, and staff training. The Operator integrates responsible gaming principles into its business model and takes proactive steps to protect vulnerable persons, promote responsible gambling, and prevent or mitigate problem gambling behaviour. The Operator appoints a person responsible for responsible gaming tasks within the organization. Until a dedicated responsible gaming person is appointed, the Compliance Officer responsible for non-AML compliance performs this function. The responsible gaming function reports to management at least once every 12 months on the effectiveness of the policy and operational procedures and recommends any required enhancements. Material changes to the Responsible Gaming Policy are reported to the CGA. Operationally, the Operator ensures that players can access responsible gaming information, set deposit limits, activate cooling-off periods, self-exclude for at least one year, access self-assessment tools, and obtain support resources. The Operator also implements behaviour tracking and intervention procedures, prevents minors and excluded persons from gambling, trains relevant staff, and ensures that advertising and marketing comply with responsible gaming standards. The Operator provides responsible gaming training to relevant staff, including customer support, VIP, marketing, compliance, and responsible gaming personnel. Training covers recognition of gambling distress, signs of problematic gambling, handling sensitive player conversations, escalation of responsible gaming concerns, use of responsible gaming tools, directing players to support resources, preventing marketing to vulnerable players, and documenting responsible gaming interactions. Staff who interact with players are trained to respond professionally, neutrally, and without encouraging continued play where responsible gaming concerns exist. The Operator ensures that marketing and advertising comply with responsible gaming standards. Marketing does not knowingly or deliberately target vulnerable persons, minors, self-excluded players, or persons showing indicators of problematic gambling. Advertising does not portray gambling as an investment, a route to financial success, a solution to financial or emotional difficulties, or a substitute for well-being. Marketing does not misrepresent the role of chance, does not suggest that skill can influence purely chance-based games, and does not include minors, explicit content, or links between gambling and harmful behaviours. Bonuses
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		and promotions are communicated transparently with clear terms and conditions and are not used to encourage excessive gambling. All advertising includes a clearly visible responsible gaming message or slogan. Affiliates, influencers, ambassadors, representatives, and other third parties involved in marketing are informed of the Operator's Responsible Gaming Policy and are required to comply with it.
General Terms and Conditions	93. What is the current version number and date of the Terms and Conditions?	232casino Version: v.1.2-2026 Effective Date: 29.06.2026 allthebestlottos Version: v.1.1-2026 Effective Date: 29.06.2026
	94. Are the Terms and Conditions included in full or attached as an annex?	The Terms and Conditions are attached as an annex to this Operations Manual and are also published on the Operator's websites.
	95. Do they match the version published on the website or application?	Yes. The Terms and Conditions attached to this Operations Manual correspond to the version currently published on the Operator's websites.
	96. How are updates to the Terms and Conditions approved?	Material updates to the Terms and Conditions are subject to internal review and approval by management and Compliance prior to implementation.
	97. How are players notified of material changes?	Players are notified of material changes through website notices, account notifications, email communications or other appropriate communication channels where required.
	98. How is player acceptance recorded?	Player acceptance of the Terms and Conditions is recorded electronically during the registration process and, where applicable, upon acceptance of updated terms.

	99. Do the Terms and Conditions cover eligibility, account registration, deposits, withdrawals, bonuses, gameplay rules, responsible gaming, complaints, suspension, termination, data use, and governing law?	Yes. The Terms and Conditions govern, among other matters: • player eligibility and account registration; • deposits and withdrawals; • bonuses and promotions; • gameplay rules; • responsible gaming measures; • complaints and dispute resolution; • account suspension and termination; • privacy and data protection; • use of personal data; • applicable law and jurisdiction.
dispute settlement with players	100. What qualifies as a complaint or dispute?	A complaint is any written expression of dissatisfaction submitted by a registered player regarding the Operator's services, decisions, terms, conduct, or any incident connected to the player's participation in games of chance, where the player expects a response or resolution. This includes, but is not limited to, complaints relating to deposits, withdrawals, bonus terms, account closures or restrictions, alleged game errors or unfair game outcomes, responsible gaming matters, treatment of player balances, KYC and verification, data protection, technical or software issues, AML concerns, minors, fraudulent games or practices, licensing or regulatory issues, and unfair terms and conditions. A dispute is a complaint that has not been resolved to the player's satisfaction through the Operator's internal complaints process and has been escalated internally, to an independent ADR provider, or to a court of law.
	101. How can players submit complaints?	Players may submit complaints free of charge within six months from the settlement of the bet or the incident giving rise to the complaint. For peer-to-peer games, such as poker, and ante-post fixed odds betting, the six-month period starts from the settlement of the bet or conclusion of the relevant event, rather than the placement of the wager. Complaints may only be submitted by the registered player. Players may first contact customer support for assistance and may then submit an official complaint using the Operator's Complaint Submission Form. The form is available either as a downloadable form that can be completed and emailed or uploaded, and/or as an online form that can be completed and submitted through the website or player account. The complaints process is free of charge and accessible to all players.

	102. Which communication channels are available?	The Operator offers customer support through email and/or live chat. The Operator also makes an official Complaint Submission Form available to players. Where applicable, the form may be submitted online, uploaded through the player account or complaints page, or sent by email. Information on how to contact the Operator, how to access the Complaint Submission Form, and how to escalate unresolved complaints is included in the Terms and Conditions and made visible and accessible on the website, either as a standalone complaints link or document.
	103. What information must players provide?	The Complaint Submission Form requires, at a minimum, the player's name, address, place of residence, account number where applicable, the date of the complaint, the date of the disputed event, and a description of the conduct, decision, transaction, or event being disputed. The form may also include pre-determined complaint categories to assist classification and handling. The Operator may request supporting documents or additional information that are reasonably required to investigate and resolve the complaint. Any request for additional information must be proportionate and relevant to the complaint.
	104. What internal department handles complaints?	Complaints are handled by the Operator's Customer Support in the first instance. Complaints involving specific subject matter are escalated to the relevant internal department, such as Payments, Gaming Operations, KYC/Verification, AML/Compliance, Responsible Gaming, Technical Support, Legal, or Management. Responsible gaming complaints are prioritized and handled with appropriate involvement of trained Responsible Gaming or Compliance personnel.

	105. What are the timelines for acknowledgement, investigation, response, and escalation?	Responsible gaming complaints are treated as priority matters. Within two (2) business days of receiving a responsible gaming complaint, the Operator confirms receipt in writing, explains how the complaint will be processed, and provides the expected timeline for resolution. The Operator uses best efforts to resolve responsible gaming complaints within five (5) business days. If more time is required to make a reasonable and informed decision, the player is informed of the delay, which may not exceed two (2) weeks. If the delay is caused by lack of information or slow response from the player, the resolution period may be extended by no more than a further two (2) weeks. For all other complaints, the Operator confirms receipt in writing within one (1) week, explains how the complaint will be processed, and provides the average timeline for resolution. The Operator assesses and responds to such complaints within four (4) weeks. If necessary, due to complexity or lack of information, this period may be extended once by an additional four (4) weeks, provided the player is informed in writing before the original period expires. If the player is dissatisfied with the final outcome, the player is informed of the right to escalate the complaint to an independent ADR provider free of charge.
	106. How are complaint decisions documented?	The Operator documents all complaints and complaint decisions in a complaint register. Each record includes the player details, account number (where applicable), complaint date, disputed event date, complaint category, summary of the issue, supporting documents requested and received, internal departments involved, investigation steps, decision, outcome, response date, escalation history, and whether the complaint was upheld, rejected, settled, pending, unresolved, referred to ADR, or subject to legal action. The player always receives a final determination in writing. The written response includes either a reasoned final assessment of the complaint and outcome, with supporting evidence where necessary or applicable, or detailed reasons why the complaint is not being handled. Records of unresolved complaints and complaints escalated to ADR or legal proceedings are retained for the required period, and the CGA may request access to complaint and dispute records at any time.

	107. How are disputes regarding bets, winnings, payments, account closures, bonuses, responsible gaming, or verification handled?	Complaints and disputes are investigated according to their subject matter and escalated to the relevant internal department. Bet and game outcome disputes are reviewed against game logs, transaction records, game rules, provider records, settlement data, and any relevant technical evidence. Winnings and balance disputes are reviewed against the player wallet, game history, payout rules, bonus rules, and payment records. Deposit and withdrawal complaints are reviewed by Payments and Compliance against transaction references, payment provider records, AML/KYC status, withdrawal rules, and any relevant delays or restrictions. Account closure or restriction complaints are reviewed against the Terms and Conditions, account history, security records, responsible gaming records, AML/KYC findings, and compliance grounds for the action taken. Bonus complaints are reviewed against the applicable bonus terms, wagering requirements, eligibility criteria, communications, and player activity. Responsible gaming complaints are prioritized and reviewed by trained staff, particularly where the complaint concerns vulnerable players, self-exclusion, cooling-off, or the timely implementation of responsible gaming measures. KYC and verification complaints are reviewed against the Operator's verification requirements, documents submitted, requests for additional information, and any applicable legal or regulatory obligations. In all cases, the Operator provides a written, reasoned decision and does not use the complaints process to unfairly delay legitimate withdrawals or avoid valid obligations to the player.
	108. Are unresolved complaints escalated to a CGA-approved contracted ADR provider?	Yes. If a complaint cannot be resolved through the Operator's internal complaints procedure, the player may escalate the matter to an independent Alternative Dispute Resolution (ADR) provider approved by the Curaçao Gaming Authority. The Operator has entered into an agreement with EGIS FZCO, Dubai, United Arab Emirates, as its independent ADR provider. The ADR process is offered to players free of charge, and the Operator bears the costs of the ADR procedure in accordance with applicable regulatory requirements.

Digital records of player information	109. What specific player records are maintained?	The Operator maintains comprehensive player records, including: • player identification details; • registration information; • account status and account history; • identity verification records; • communication records; • responsible gaming records; • exclusion and limitation records; • transaction history; • payment records; • complaints and dispute records; • account changes and administrative actions; • technical and security logs; • risk indicators and monitoring records. Records are maintained in electronic form and are available for operational, regulatory, compliance and audit purposes.
	110. Are identity details, registration data, verification records, account status, exclusion status, limits, communications, risk indicators, complaints, responsible gaming interactions, and account changes retained?	Yes. The Operator retains identity details, registration information, verification records, account status, exclusion status, communications, risk indicators, complaints, responsible gaming interactions and account changes. Verification records include KYC transaction records, identity verification results, age verification results and PEP and sanctions screening results.
	111. Are records complete, accurate, searchable, and exportable?	Yes. The Operator maintains records in electronic systems designed to ensure that information is complete, accurate, searchable and exportable. PaymentIQ supports the export of transaction records, payment reports and KYC transaction data into spreadsheet and CSV formats for operational, audit and regulatory purposes. Records can be retrieved and exported for dispute resolution, compliance reviews and requests from competent authorities, including the Curaçao Gaming Authority.

	112. How long are records retained?	Records are retained for as long as necessary to satisfy legal, regulatory and operational requirements. Following account closure, certain records may be retained for up to ten years and longer where required by anti-money laundering legislation, investigations, disputes, fraud prevention activities or regulatory requests. Certain transaction records remain available for audit and reporting purposes even after GDPR anonymization of personal data.
	113. Who can access or amend the records?	Access to records is restricted to authorized personnel and approved service providers who require access to perform their duties. Access rights are granted based on business need and job responsibilities and are subject to appropriate authentication, authorization and confidentiality controls. Any amendments to records are restricted to authorized personnel and are subject to applicable system controls and procedures.
	114. Are audit trails maintained?	Yes. The Operator maintains system logs, transaction records and operational records to support monitoring, investigations, compliance activities and regulatory requirements. COMMENT: The availability and scope of detailed administrative audit trails and user access logs within certain third-party systems are currently being confirmed with the relevant service providers.
Digital records of gaming transactions	115. Are all bets, stakes, wagers, game rounds, odds, outcomes, wins, losses, cancellations, refunds, jackpots, bonuses used in gameplay, and game session details recorded?	Yes. The Operator maintains electronic records of gaming activity, including, where applicable: • bets and wagers; • game rounds and outcomes; • wins and losses; • cancellations and refunds; • jackpots; • bonuses utilized in gameplay; • game session information; and • other relevant gaming transaction records.

	116. Do records identify the player, date, time, game, transaction ID, amount, currency, result, and balance impact?	Yes. Gaming and transaction records include, where applicable: • player identification information; • date and time; • game information; • transaction reference or identifier; • transaction amount; • currency; • transaction or game result; and • the corresponding impact on the player's account balance.
	117. Can records be reconstructed in case of dispute or regulatory inspection?	Yes. The Operator maintains sufficient electronic records to enable the reconstruction of player activity, gaming transactions and financial transactions in the event of a dispute, investigation or regulatory inspection. PaymentIQ maintains transaction reporting and export functionality that enables transaction data and KYC records to be retrieved for audit, reporting and regulatory purposes.
	118. Are game provider records reconciled with platform records?	Yes. The Operator performs periodic reconciliations between gaming platform records, game provider records and internal operational records to ensure the completeness and accuracy of gaming transactions and balances.
Digital records of financial transactions	119. Are deposits, withdrawals, reversals, chargebacks, payment failures, fees, currency conversions, crypto transactions, bonus credits, manual adjustments, and refunds recorded?	Yes. The Operator maintains electronic records of deposits, withdrawals, reversals, chargebacks, payment failures, fees, currency conversions, cryptocurrency transactions, bonus transactions, manual adjustments and refunds, where applicable.

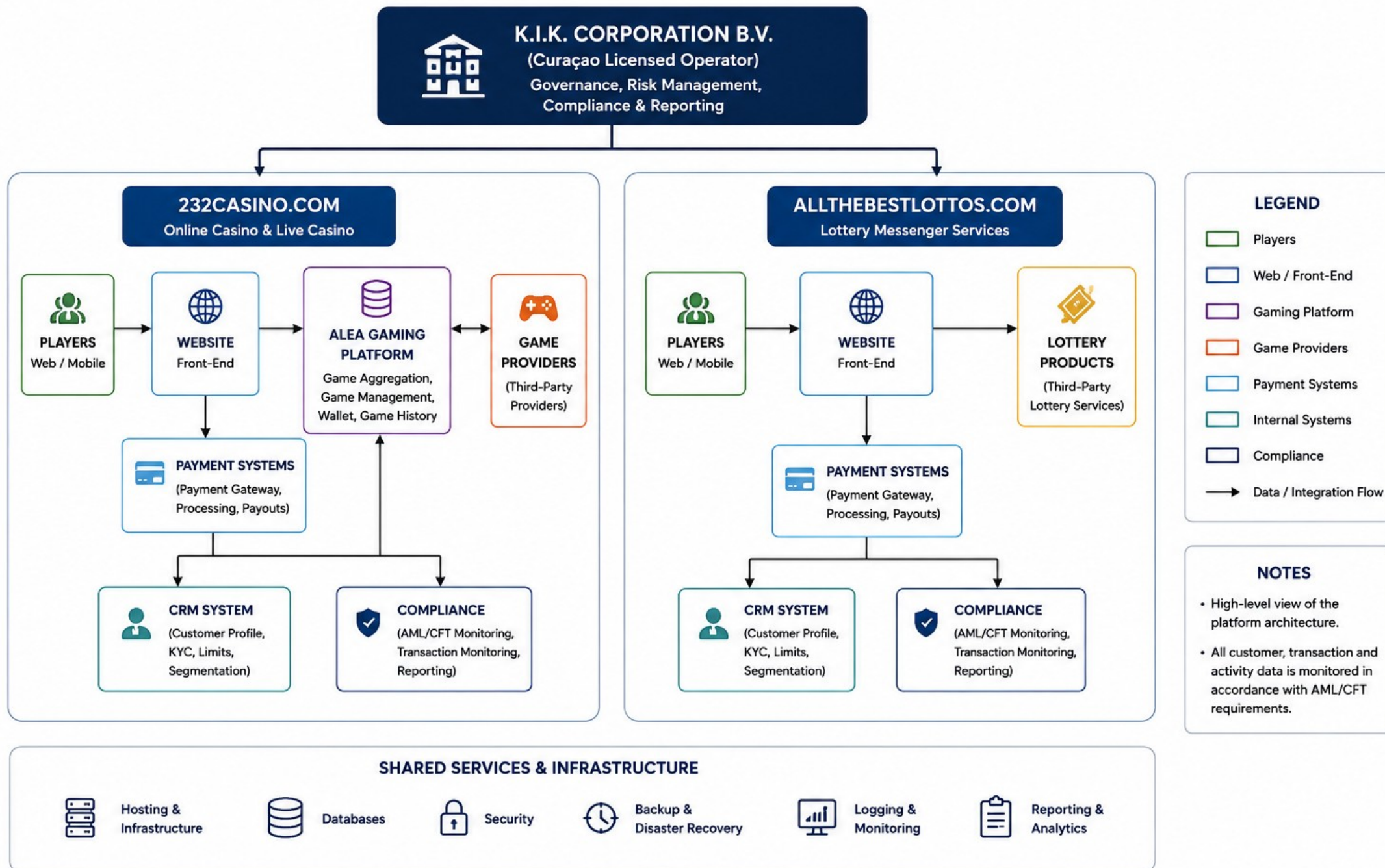
Availability of record	120. Do records include date, time, amount, currency, payment method, payment provider, transaction reference, player account, status, and approval history?	Yes. Transaction records include, where applicable: • date and time; • transaction amount; • currency; • payment method; • payment service provider; • transaction reference; • player account information; • transaction status; and • relevant processing and approval information.
	121. Are financial records reconciled with payment service provider data and player wallet balances?	Yes. The Operator performs periodic reconciliations between internal records, player wallet balances and payment service provider data to ensure the accuracy and integrity of financial records.
	122. How are unusual transactions flagged?	Unusual transactions are identified through transaction monitoring procedures, payment provider controls and internal reviews. Transactions may be flagged based on factors such as: • unusual transaction patterns; • high-value transactions; • rapid movement of funds; • potential fraud indicators; • AML/CFT risk indicators; and • other circumstances requiring further review. Flagged transactions are reviewed by the relevant operational and compliance personnel and escalated where appropriate.
Availability of record	123. Are the required records continuously accessible?	Yes. The Operator maintains electronic systems and reporting tools that allow required records to be accessed and retrieved without undue delay by authorized personnel for operational, compliance and regulatory purposes.

	124. Can the CGA obtain records without delay when requested?	Yes. The Operator maintains records in a searchable and exportable format and can provide the required information to the Curaçao Gaming Authority without undue delay, subject to the availability of the relevant systems and service providers.
	125. Are records stored in a format that is readable, complete, and exportable?	Yes. Records are maintained electronically in formats that are readable, complete, searchable and exportable, including reports and spreadsheet formats where appropriate.
	126. Who is responsible for responding to CGA requests?	The Managing Director has the primary access to the CGA portal, through which the CGA logs requests for information and documents
	127. Are access logs and audit trails available?	The Operator maintains system logs and records of operational activities within its systems and service providers. The availability and scope of detailed administrative audit trails and user access logs within PaymentIQ are currently being confirmed with the relevant service providers.
	128. Are backup records also available?	COMMENT: Information regarding backup records, replicated environments and the availability of backup systems is currently being confirmed with the relevant service providers.
	129. What procedures apply if the primary system is unavailable?	In the event that a primary system becomes unavailable, the Operator follows its incident management and business continuity procedures and coordinates with the relevant service providers to restore services and access to records.
Server and data center requirement	130. Which server stores the required critical records? Is the server located in a Tier-IV certified data center? Is the data center registered in Curaçao?	Critical payment and financial transaction records are maintained within the PaymentIQ platform and related infrastructure hosted by Amazon Web Services EMEA SARL within the European Union. Gaming activity records are maintained within the Alea platform using unique player identification numbers only. PaymentIQ is a PCI DSS Service Provider Level 1 certified provider and processes personal data in accordance with GDPR and its Data Processing Agreement.
	131. What evidence confirms the certification and registration?	Evidence of certification includes: • PCI DSS Service Provider Level 1 Attestation of Compliance; • ASV Scan Attestation of Compliance; • PaymentIQ Security & Data Protection documentation; • GDPR Data Processing Agreement and approved sub-processor documentation.

	132. Which records are stored there?	The relevant systems maintain, as applicable: • player registration information; • personal data and identity information; • payment and financial transaction records; • KYC verification records and verification results; • gaming transaction and gameplay records; • account history and account status information; • responsible gaming records; • complaints and dispute records; • audit and operational records; • technical and security logs. Gaming activity records maintained within the Alea platform utilize unique player identification numbers only.
	133. Are mirrored, backup, or replicated records also maintained?	The Operator relies on the resilience, backup and recovery arrangements maintained by its systems and service providers. COMMENT: Information regarding mirrored environments, replicated records and detailed backup arrangements is currently being confirmed with the relevant service providers.
	134. Who manages the server?	The relevant servers and infrastructure are managed by the applicable third-party service providers and cloud hosting providers, including PaymentIQ and its infrastructure providers, together with the relevant platform providers. The Operator manages access to its systems and coordinates with the relevant providers regarding operational, security and regulatory matters.

	135. What security, access control, monitoring, and business continuity measures apply?	The Operator and its service providers implement appropriate technical and organizational measures, including: • access controls and user authentication procedures; • role-based permissions and least-privilege principles; • encryption and secure data transmission methods; • security monitoring and incident management procedures; • vulnerability management and security testing; • operational monitoring and reporting procedures; • business continuity and recovery arrangements maintained by the relevant service providers. PaymentIQ maintains PCI DSS Service Provider Level 1 certification and processes personal data in accordance with GDPR and its Data Processing Agreement.
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K.I.K. CORPORATION B.V. – HIGH-LEVEL PLATFORM ARCHITECTURE





1. GENERAL RULES

1.1 Acceptance of Terms

The Website is operated by K.I.K. Corporation B.V., a company incorporated under the laws of Curaçao with Company Number 151667 and Holzman Limited company registered at Prodromou, 75 Avenue, Oneworld Parkview House, 3rd floor, 2063 Nicosia, Cyprus, with Company Number HE404662, appointed independent representative for K.I.K. Corporation B.V., registered at Kaya Richard J. Beaujon Z/N Landhuis Joonchi II, Curaçao.

Before using 232casino.com (hereinafter referred to as the "Website"), please review these General Terms and Conditions carefully. Access to the Website and its services is conditional upon your prior active acceptance of these Terms during the registration process. By completing registration and actively confirming acceptance (e.g., by ticking a checkbox), you agree to be bound by these Terms:

- The General Terms and Conditions outlined on this page.
- Privacy Policy.
- Cookie Policy.
- Specific terms related to promotions, bonuses, and advertising campaigns available on the Website.
- Rules governing individual games, accessible within each game.
- Any additional terms required for accessing specific sections or services on the Website.

The Terms also incorporate, by reference, the Company's AML Policy, Responsible Gaming Policy, and Player Complaints Policy, which are maintained in accordance with the Curaçao Gaming Authority ("CGA") regulatory requirements.

If you do not agree to these Terms, you should not use the Website.

1.2 Precedence of Promotional Terms

In the event of any conflict between these Terms and the terms of advertising campaigns, bonuses, or special promotions, the promotional terms shall take precedence. However, in cases where promotional terms conflict with Curaçao law or CGA regulatory obligations, the requirements of Curaçao law and the CGA shall prevail.

1.3 Agreement to Terms

If you do not agree to accept and comply with all of these Terms, you must not create an account or use any of the services provided on our Website. Your continued use of the Website is conditional upon your prior active acceptance of these Terms. Continued use following any required re-acceptance confirms your agreement to the updated Terms. Your use of the Website also signifies acceptance of all regulatory obligations applicable under Curaçao law and the CGA License Conditions.

1.4 Definitions

Unless stated otherwise, references to "we," "us," "our," or "Company" refer to the entity operating the Website. References to "customer," "you," or "your" pertain to the individual using the Website and agreeing to these Terms.

1.5 Governing Language

The authoritative version of these Terms is the English version. Any translations provided are for convenience only. In case of discrepancies between the English version and any translated version, the English version shall prevail. By agreeing to the Terms, you confirm that your understanding of English is sufficient to fully comprehend them.

1.6 Secure Access

The Company provides access to its games exclusively through a protected network, utilizing encryption technology to safeguard sensitive data.

1.7 Governing Law

These Terms and all services offered on the Website shall be governed by and construed in accordance with the laws of Curaçao. The Company is licensed and regulated by the Curaçao Gaming Authority ("CGA"), and its operations are subject to the CGA License Conditions and applicable Curaçao legislation.

1.8 Player Acknowledgement

By creating an account, you are required to actively confirm your acceptance of these Terms and Conditions by ticking a designated checkbox during registration. Passive acceptance

(such as using the Website) does not constitute valid acceptance. The Company maintains records of acceptance, including timestamp and version of the Terms accepted. If the Terms are materially updated, you may be required to re-accept them in order to continue using the Website.

2. REGULATORY REQUIREMENTS AND LIMITATIONS

2.1 Age Restrictions

You may use the Website's services only if you have reached the legal age required by the laws applicable to you and are at least 18 years old. By accepting these Terms, you confirm that you meet this age requirement. If you are under 18, you must immediately leave the Website. The Company conducts age verification procedures in accordance with Curaçao AML/CFT Regulations and Curaçao Gaming Authority ("CGA") Responsible Gaming requirements. Access by underage individuals is strictly prohibited and may result in immediate account closure.

2.2 Legal Compliance

The Company makes no guarantees regarding the legality of using the Website in your jurisdiction. It is your responsibility to be aware of and comply with the gambling laws in your country. Before creating an account and each time you use the Website, you must ensure that online gambling is legally permitted in your location. By accessing and using the Website, you confirm that you are legally allowed to do so. If online gambling becomes illegal or restricted in your jurisdiction, you must close your account immediately and stop using the Website's services. Your use of the Website is also subject to the regulatory requirements imposed under Curaçao law and the CGA License Conditions. You agree not to access the Website from any jurisdiction where online gambling is prohibited, restricted, or subject to international sanctions.

2.3 Restricted Countries

Residents of the Excluded Jurisdictions cannot open accounts or deposit funds on the Website. The Company reserves the right to modify the list at any time without prior notice. Any changes will be published on the Website. You are responsible for checking these Terms regularly to ensure that your country is not listed as an Excluded Jurisdiction. If you reside in or are currently located in any of these restricted countries, you must not create an account or use the Website. If you already have an account, you must close it immediately.

The Excluded Jurisdictions include, but are not limited to: United States, United Kingdom, Netherlands (including Bonaire, Sint Eustatius, Saba), Curaçao, Australia, France, Spain, Singapore, Iran, North Korea, Syria, Cuba, Sudan, South Sudan, Afghanistan, Yemen, Somalia,

Russia, Belarus, Crimea, Donetsk, Luhansk, Venezuela, Trinidad & Tobago, Vanuatu and any jurisdiction subject to UN, EU, or OFAC sanctions. (This list may be further expanded based on CGA updates and sanctions changes.)

The Company is obligated under Curaçao legislation and CGA regulation to block access from sanctioned, prohibited, or high-risk jurisdictions. Players attempting to bypass these restrictions may have their accounts closed and funds withheld in accordance with AML/CFT laws.

Beyond the Excluded Jurisdictions listed above, certain software providers on the Website may have additional territorial restrictions. These are detailed in the 'Additional Territorial Restrictions' section of these Terms. By accessing such software, you confirm that you do not reside in a restricted jurisdiction as determined by the software provider.

3. YOUR ACCOUNT

3.1 Account Registration

- To access the full functionality of our Website, you must create a personal account.
- By registering an account, you acknowledge that the Company may conduct identity and age verification checks in accordance with Curaçao AML/CFT Regulations and CGA licensing requirements.

3.2 Account Ownership and Restrictions

- Your account must be registered in your legal name with accurate details.
- Each individual is permitted only one account per household, address, phone number, email, and IP address.
- Any additional accounts opened will be considered 'Duplicate Accounts' and are strictly prohibited.
- Creating a Duplicate Account, including using false or alternative details, is not allowed.
- If you open or attempt to open a Duplicate Account, the Company reserves the right to take the following actions:
 - Declare any actions performed using the Duplicate Account as void
 - Cancel any participation in promotions linked to the Duplicate Account.
 - Void all winnings associated with the Duplicate Account, including reversing any processed withdrawals.
 - Permanently close the Duplicate Account without the possibility of reopening it.

3.3 Account Security and Responsibility

- You are responsible for maintaining the confidentiality of your login credentials and password.
- Sharing your account details with third parties is strictly prohibited.
- All activity conducted using your login credentials will be considered your own, and you will be fully accountable.
- The Company is not liable for unauthorized access to your account or any resulting losses.
- You must notify the Company immediately if you suspect unauthorized access. The Company may suspend access to protect Player accounts in accordance with CGA security obligations.

3.4 Prohibition on Account Transfers

- You cannot sell, transfer, or assign your account to another person.
- Purchasing or acquiring an account from another user is strictly prohibited.
- Any attempt to transfer ownership, winnings, deposits, or betting rights will be considered a violation of these Terms.
- This restriction applies to all forms of transfers, including selling, gifting, brokering, or assigning accounts in collaboration with third parties.
- The Company may suspend or close accounts involved in such transfers in accordance with AML/CFT compliance obligations.

3.5 Use of Login Credentials

- You must not use another person's login credentials to access the Website.
- Accessing the Website using another person's credentials is considered a breach of Curaçao AML and CGA regulations and may result in account closure.

3.6 Updating Account Information

- You are responsible for ensuring that your account information remains accurate and up to date.
- Notify the Company immediately of any changes to your registration details.
- Failure to maintain accurate information may result in account suspension until verification is completed, as required by AML/CFT Regulations.

3.7 Account Closure

- You may request to close your account at any time by emailing support@232casino.com.
- Account closure is subject to the following conditions:
- If funds or pending withdrawals exist, closure will only be completed after balances are paid out or otherwise handled in accordance with Curaçao AML/CFT Regulations (including

potential freezing or reporting where required by law).

3.8 Self-Exclusion

- You can request self-exclusion by contacting support@232casino.com.
- You must disclose any other accounts you hold and refrain from opening new ones.
- The Company is not liable for losses incurred on other accounts or any gambling-related damages.
- Self-exclusion requests will be processed in accordance with the Company's Responsible Gaming Policy and Curaçao Responsible Gambling requirements.

3.9 Account Restrictions

- The Company reserves the right to deny account registration or close an existing account at its sole discretion, without prior notice or explanation.
- Such actions may be taken to comply with Curaçao AML/CFT Regulations, CGA licensing obligations, security requirements, or risk assessments.

4. YOUR WARRANTIES

4.1 By creating an account and using the Website, you confirm that:

- You are acting solely on your own behalf.
- You are a competent and law-abiding individual.
- You do not have a gambling addiction and are not using the Website while under the influence of alcohol, drugs, or any other impairing substances.
- All information provided during registration is accurate and will be kept up to date.
- You understand and accept the risk of potential monetary loss while using our services.
- You are not using funds obtained through illegal means.
- You have not engaged in collusion and will not attempt to do so with other customers.
- The payment method used to fund your account belongs to you, is not stolen, and has not been lost by another person.
- The Company reserves the right to close your account and void winnings if there is reasonable suspicion of a breach of these warranties.
- You also confirm that you are not accessing the Website from an Excluded Jurisdiction or any location prohibited under Curaçao law, international sanctions, or CGA licensing conditions.
- You warrant that you are not acting on behalf of another person, third party, or any organization involved in fraudulent, money-laundering, or terrorist-financing activities, as required by Curaçao AML/CFT Regulations.
- The Company may suspend or close your account and withhold funds where required under Curaçao AML/CFT laws or CGA obligations if a breach of these warranties is suspected.

4.2 Account Integrity

- You confirm that you have never previously registered another account or received money from another user's account.
- Any breach of this warranty may result in account suspension or closure in accordance with AML/CFT and CGA regulatory requirements.

4.3 Accuracy of Information

- You warrant that all information provided during registration is true, complete, and up to date.
- Providing false, misleading, or incomplete information may result in account suspension until verification is completed, or account closure where required by Curaçao AML/CFT Regulations.

5. VERIFICATION OF AGE, IDENTITY, AND OTHER CHECKS

5.1 Required Information

- You must provide all requested information for account management, identity verification, and proof of fund sources.
- This may include certified ID, proof of residence, ownership of payment methods, and transaction histories (e.g., bank or credit/debit card statements).
- All verification procedures are conducted in accordance with Curaçao AML/CFT Regulations and the Curaçao Gaming Authority ("CGA") License Conditions. You may also be required to provide a source of funds or source of wealth documentation when necessary under AML/CFT rules.

5.2 Verification Process

- We may use additional verification methods (KYC) at our discretion to confirm your identity, age, residence, and other details, both before and after deposits or withdrawals. KYC verification is mandatory, not optional, under Curaçao AML/CFT laws. The Company may request updated or additional documents at any time, including during gameplay, before withdrawals, or following unusual or suspicious activity.

5.3 Timelines and Account Suspension

- You must submit the requested documents within 30 days of our request.
- Until verification is completed, we may withhold payments and/or suspend your account.
- If you fail to provide the requested documents within the specified timeframe, your account may be suspended or closed, and funds may be withheld or released only in accordance with Curaçao AML/CFT Regulations.

- Payments will not be processed until verification obligations required by law are fully satisfied.
- We aim to verify documents within 7 days, but complex cases may require additional time.

5.4 Third-Party Checks

- We may use authorized third-party providers for verification, including credit reference agencies and fraud prevention services.
- Personal details will be shared in accordance with our Privacy Policy.
- The Company may also perform checks against sanction lists, politically exposed persons (PEP) databases, and adverse media screening, as required under Curaçao AML/CFT obligations.

5.5 Security and Fraud Prevention

- By agreeing to these Terms, you allow us to perform additional security checks, such as phone verification, face verification, or other identity confirmation measures, as required by regulations and anti-fraud policies. These checks may also be performed to comply with AML/CFT requirements and CGA security guidelines. The Company may place temporary restrictions or blocks on your account during these checks.

6. ACCOUNT BALANCE, DEPOSITS, AND WITHDRAWALS

6.1 Financial Transactions

- By opening an account, you agree that all financial transactions related to your account may be processed by the Company, an authorized payment provider, or a designated third party. All transactions are monitored and processed in accordance with Curaçao AML/CFT Regulations and CGA licensing conditions.

6.2 Deposits and Withdrawals

- You may deposit and withdraw funds using the payment methods available on the Website.
- Whenever possible, withdrawals will be processed using the same method used for deposits.
- You must comply with the usage terms of the payment providers.
- All deposits must be made using payment methods registered in your name, and all withdrawals must comply with AML/CFT rules, including return-to-source obligations where applicable.
- The Company does not provide credit, loans, or allow wagering without sufficient deposited funds, in line with CGA requirements.

6.3 Account Balance

- Your account balance is not a bank account and is not insured or backed by financial guarantees.
- No interest is earned on deposits or balances.
- The Company is not a financial institution and does not provide banking or financial services. Funds held in player accounts are not protected by any deposit guarantee scheme.

6.4 Charges and Chargebacks

- By depositing funds, you authorize the Company to deduct fines or fees related to your account activity.
- Chargebacks or deposit reversals are prohibited, and you will be liable for any costs incurred due to such actions.
- Chargebacks may result in account suspension and reporting to financial institutions or Curaçao authorities in accordance with AML regulations.

6.5 Deposit Limits

- The Company reserves the right to set minimum and maximum deposit limits at its discretion.

6.6 Refund Policy

6.6.1 General Policy

- Deposits are non-refundable unless stated otherwise. Refunds may be considered only in exceptional cases, such as technical errors. Refunds may only be processed after verifying the Player's identity and payment method, as required by AML/CFT Regulations.

6.6.2 Conditions for Refunds

- Refunds cannot be processed if the deposited funds or associated bonuses have been used for betting.
- Refund requests must be submitted to customer support within 24 hours of the transaction.
- The Company will review requests within 7 business days, but refunds remain at its sole discretion.

6.6.3 Identity Verification for Refunds

- Refunds may be withheld until identity verification is completed.
- You must provide identification documents (passport, driver's license, proof of address, payment method verification) within 30 days of the request.
- Failure to provide documents may result in account suspension or closure, and any remaining funds will be handled strictly in accordance with Curaçao AML/CFT Regulations (including potential freezing or reporting where required by law).

6.6.4 Credit Card Transactions

- If deposits were made via credit card, withdrawals may be processed as refunds against past purchases.
- If a transaction is flagged as high risk, the Company may refund the amount and report the incident to relevant authorities.
- The Company recommends that the Cardholder retain a copy of Transaction records and the Terms and Conditions from the URL for their reference.
- Refunds and reversals involving cards may be delayed pending AML/CFT checks or regulatory reporting obligations.

6.6.5 Refund Impact on Bonuses

- When a refund is issued, all associated bonuses and winnings will be deducted before the refund amount is calculated.

6.7 Withdrawals

- You may request a withdrawal at any time, provided all withdrawal conditions are met. All withdrawals are subject to mandatory identity verification, payment-method verification, and AML/CFT screening. Withdrawals will not be processed until these checks are completed.

6.8 Wagering Requirements

- A minimum 1x turnover is required before withdrawal.
- If your total bets are less than your deposit, the Company reserves the right to:
 - Cancel winnings
 - Apply reasonable administrative fees reflecting payment-provider processing costs, provided such fees are clearly disclosed before the transaction and are compliant with Curaçao regulations.

6.9 Fraud Prevention

- Withdrawals may be canceled if there is suspicion of fraud, collusion, or illegal activity. Where required under AML/CFT Regulations, suspicious withdrawal activity may be reported to Curaçao authorities.

6.10 Payment Methods

- The Company will attempt to use your preferred payment method, but alternative methods may be used if necessary. Alternative methods may require additional verification or documentation under AML/CFT rules.

6.11 Withdrawal Limits Policy

- Daily Withdrawal Limit
The maximum amount a Player may withdraw from their Account is €500 per calendar day.

- **Monthly Withdrawal Limit**

The maximum amount a Player may withdraw from their Account is €15,500 per calendar month.

- **Accumulation & Partial Payments**

If a withdrawal request exceeds the permitted daily or monthly limit, the balance may be paid out in installments in accordance with the above limits until the full amount has been withdrawn.

- **Progressive Jackpots & Exceptional Wins**

In the event of a progressive jackpot or other exceptional winnings exceeding the standard withdrawal limits, withdrawals may, at the Company's discretion, be processed in installments consistent with the daily and monthly limits, unless otherwise required by applicable law or licensing conditions.

- **Verification Requirement**

All withdrawals are subject to successful verification of the Player's identity, payment method, and compliance review. The Company reserves the right to delay or refuse withdrawals if verification is incomplete or if fraudulent, abusive, or irregular activity is suspected. Enhanced due diligence (EDD) checks may apply to large withdrawals or unusual activity under Curaçao AML/CFT Regulations.

- **Security & Anti-Fraud Measures**

The Company reserves the right to request additional documentation prior to processing any withdrawal and may suspend withdrawals pending investigation where suspicious activity or violation of these Terms is suspected.

- **Company Discretion**

The Company may, at its sole discretion and in accordance with regulatory requirements, modify withdrawal limits or grant exceptions to Players subject to enhanced due diligence checks and approval. Any modification of withdrawal limits will remain compliant with CGA licensing conditions.

6.12 Pending Withdrawals

- You may have a maximum of 1 pending withdrawal at any time.

6.13 Processing Time and Schedule

- Withdrawal requests are processed within 3 business days after submission or after the last successful withdrawal.
- Financial department hours: unchanged.
- Third-party delays: unchanged.
- Processing may be extended if AML/CFT checks or CGA-required reviews are pending.

6.14 Additional Verification for Withdrawals

- Withdrawals may be delayed for identity, balance, and fund-source verification.

- You agree to cooperate in any investigations or compliance checks.
- Payments may be postponed until all verification steps are completed.
- This includes source-of-funds or source-of-wealth reviews when required under AML/CFT Regulations.

6.15 Fund Security

- Customer funds are held in segregated accounts separate from company assets to ensure security in case of insolvency.

6.16 Inactive Accounts and Fees

- Accounts inactive for 180 days will be deemed Inactive Accounts.
- A €5 monthly administrative fee will be deducted until the balance reaches zero.
- The Company may change this fee at its discretion, provided such changes remain fair, transparent, and compliant with applicable regulations.
- Administrative fees will not exceed the remaining balance and will stop once the balance reaches zero, as required by Curaçao regulations.

6.17 Error and Discrepancies

- If technical errors lead to incorrect account balances, the Company reserves the right to deduct incorrect credits or reimburse missing funds within 30 days.
- If mistaken deposits occur, the Company may:
 - Deduct the incorrect amount
 - If funds were withdrawn before detection, the amount will be considered a debt
 - You must report incorrect deposits immediately via email

Adjustments and corrections must comply with Curaçao AML/CFT Regulations and CGA reporting rules.

6.18 Fund Transfers

- Transfers between customer accounts are strictly prohibited.
- The Company may block accounts, void winnings, and report violations to authorities.

6.19 Account Balances and Debts

- The Company may deduct funds from your balance to settle outstanding debts.

6.20 Taxes and Legal Responsibilities

- You are responsible for reporting and paying any taxes or fees on winnings.
- The Company may recover costs from you if it incurs tax liabilities related to your withdrawals.

6.21 No Credit Policy

- The Company does not offer any form of credit to Players.
- All participation in games requires sufficient funds to be available in the Player's account prior to placing any bet or wager.
- The Company does not provide loans, advances, or any financial instruments to Players under any circumstances.

7. BONUSES AND PROMOTIONS

7.1 General Bonus Terms

- From time to time, we may offer promotional incentives, including bonus funds, free spins, loyalty points, and other special offers (collectively referred to as "bonuses" or "promotions").
- Some promotions require a minimum deposit (the "associated deposit") to be eligible.
- Each promotion has its own specific terms and conditions, which are listed in the relevant section of the Website.
- If any discrepancies arise, the specific promotion terms will prevail over these General Terms and Conditions.
- All promotional offers must comply with Curaçao Gaming Authority ("CGA") advertising and fairness requirements. All bonus terms will be presented clearly and transparently, including wagering requirements, restrictions, and any maximum win or withdrawal limits.

7.2 Bonus Eligibility

Each bonus offer is limited to one per:

- o Person
- o Family
- o Household address
- o Telephone number
- o Personal or shared computer (e.g., school, public library, workplace)
- o Personal or shared IP address

Eligibility may also be restricted where required under AML/CFT risk assessments or CGA regulatory guidelines.

7.3 Bonus Discretion and Restrictions

The Company reserves the right to:

- o Deny, reject, or revoke any bonus at its sole discretion.
- o Cancel participation in any promotion.
- o Temporarily or permanently ban a customer or group of customers from the Website's promotion program.

In the event of any disputes regarding promotions (eligibility, use, abuse, fair play, winnings, wagering requirements, etc.), the Company's decision shall be final, subject to the Player's right to escalate the matter to the Curaçao Gaming Authority in accordance with applicable dispute resolution procedures. Any decision will be made in compliance with Curaçao regulations and CGA requirements on fair and transparent promotional practices.

7.4 Jurisdictional Restrictions

- Residents of Excluded Jurisdictions are not permitted to register or participate in any promotions.
- Promotional offers will not be available in any country restricted under Curaçao law, CGA licensing conditions, or international sanctions lists.

7.5 Wagering Requirements

- All bonuses are subject to a wagering requirement, meaning you must bet a specific amount before you can withdraw your winnings.
- Wagering requirements vary per promotion and may apply to:
 - o The bonus amount
 - o The bonus + deposit amount
 - o The winnings from a promotion
- Example: A 5x wagering requirement means you must wager 5 times the relevant amount before withdrawal.
- Specific wagering requirements are detailed in the respective promotions section of the Website. Wagering requirements will always be clearly disclosed before a bonus is accepted, as required by CGA rules on clear and non-misleading bonus communication.

7.6 Game Contribution to Wagering Requirements

- Different games contribute varying percentages toward meeting the wagering requirements, and some games may not count toward the requirements at all. For each

promotion, the specific contribution of game types or categories will be explained before it can be claimed.

7.7 Bonus and Wagering Flow

- Your Real Money Balance will always be used first for wagering unless differently stated.
- Once the Real Money Balance is fully wagered, you will start wagering from your Bonus Balance.

7.8 Wagering Time Limits

- Casino bonuses: Wagering requirements must be met within certain days described per promotion.
- If the wagering requirement is not met within these time frames, the bonus and any winnings derived from it will be voided.
- Time limits will be clearly stated in advance, as required by CGA transparency standards

7.9 Withdrawals Before Meeting Wagering Requirements

- If you attempt to withdraw funds before completing the wagering requirement, your bonus balance and all associated winnings will be voided.

7.10 Conversion to Real Money

- Once the full wagering requirement is met, the bonus funds and any derived winnings will be transferred to your real money wallet.
- These funds will then be available for withdrawal according to our withdrawal rules.

7.11 No-Deposit Free Spins

- Winnings from no-deposit free spins are capped at amount defined per offer.
- These winnings are subject to a 40x wagering requirement.
- All caps and restrictions will be presented transparently in accordance with CGA marketing requirements.

7.12 No-Deposit Casino Bonuses

- No-deposit casino bonuses have a 40x wagering requirement.
- The maximum withdrawal limit is 4x the bonus amount.
- Example: A €50 no-deposit bonus has a maximum withdrawal limit of €200.
 - Any winnings above this limit will be voided at the withdrawal stage. Limits and conditions for no-deposit bonuses will be clearly stated to comply with CGA fairness standards.

7.13 Withdrawal Audits and Account Verification

- All withdrawals are subject to:

- o Audit and gameplay review
- o Account verification processes

These reviews may include AML/CFT checks, source-of-funds verification, and gameplay analysis as required by Curaçao regulations.

7.14 Intended Use of Bonuses

- Bonuses are for entertainment purposes only.
- If the bonus or deposit is not used for casual betting and gameplay, it will be considered a violation of our Terms.
- The Company reserves the right to withhold or void bonuses if gameplay patterns indicate abuse, non-recreational play, or activity inconsistent with CGA fairness guidelines.

7.15 Prohibited Promotion Abuse Practices

- It is strictly prohibited to engage in any promotion abuse, including but not limited to Minimum risk strategies, such as:
- Bonus abuse detection may result in reporting to relevant Curaçao authorities under AML/CFT rules.

7.16 Consequences of Promotion Abuse or Fraud

- If you engage in promotion abuse, fraud, or manipulation, this will be considered a breach of our Terms.
- In such cases, we reserve the right to:
 - o Void all promotions you have participated in.
 - o Confiscate all winnings derived from the abuse.
 - o Ban you from future promotions.

All actions taken will comply with CGA licensing obligations and will follow fair and transparent procedures.

8. PLACING BETS AND GAMBLING

8.1 Accuracy of Bets

- It is your responsibility to ensure that all details of your bet are correct before placing it.

8.2 Irreversibility of Bets

- Once a bet is placed, it cannot be canceled.
- We reserve the sole and absolute right to deny or cancel any bet at our discretion.
- Any decision to cancel a bet will be made in accordance with Curaçao Gaming Authority ("CGA") rules and in cases of technical malfunction, regulatory requirements, or suspected prohibited activity.

8.3 Game Results and Random Number Generator (RNG)

- You acknowledge that all game outcomes on the Website are determined by a Random Number Generator (RNG).
- In case of a discrepancy between the game result displayed on your screen and the result recorded on our game server, the result recorded on the game server shall prevail.
- Our internal records shall be considered the final and sufficient evidence for determining:
 - The terms of your participation.
 - The outcome of your gambling activities.
 - All RNG systems used on the Website are certified by accredited testing laboratories and meet the fairness standards required under CGA licensing conditions.
 - Game outcomes cannot be influenced or manipulated by the Company, players, or third parties. The Company does not influence or manipulate the outcome of any game.

8.4 Liability Disclaimer

- We are not responsible for any losses or damages resulting from gambling activities.
- Nothing in this section limits any rights you may have under Curaçao law, and the Company will comply with all CGA obligations related to fair gaming and dispute handling.

8.5 Disputes on Bets and Winnings

- In case of any disagreement regarding a bet or winnings, the Company's decision shall be final, subject to the Player's right to escalate the matter to the Curaçao Gaming Authority at complaints@gamingcontrolcuracao.org.
- If you disagree with the Company's decision, you may escalate the matter to the Curaçao Gaming Authority at complaints@gamingcontrolcuracao.org, in accordance with CGA dispute-resolution requirements.

9. FRAUD, ILLEGAL, IMPROPER USE

9.1 Prohibited Activities

The Website is strictly for personal entertainment purposes. The following activities are prohibited and will be considered a material breach of these General Terms and Conditions:

- Commercial or Unauthorized Use
 - Using the Website for commercial purposes or in someone else's name or interest.
- Fraudulent Transactions
 - Engaging in fraudulent activities, including the use of stolen or unauthorized credit/debit cards, payment methods, or funds (including cases of chargebacks or disputes).

- Cheating or Exploiting Software
 - o Using cheating methods, software errors, loopholes, or bugs to gain an unfair advantage.
 - o Using software or hardware to automate, distort, or influence the outcome of bets.
- Collusion
 - o Cooperating with other players or third parties to gain an unfair advantage (e.g., playing in another person's interest, sharing information, or coordinating bets).
- Unfair Betting Strategies
 - o Using low-risk or minimal-risk betting patterns (e.g., equal, zero, or low-margin bets, hedge betting) to abuse the system or achieve a guaranteed win.
- Criminal Activity
 - o Engaging in money laundering, terrorism financing, or any other criminal activity. Such activity may result in mandatory reporting to the Curaçao Gaming Authority ("CGA") or other competent authorities as required under Curaçao AML/CFT Regulations.
- Abuse or Harassment
 - o Threatening, harassing, or abusing other customers or our staff.
- Hacking or Security Violations
 - o Attempting to hack, gain unauthorized access, or disrupt the Website, servers, databases or security systems.
- Tampering with Software
 - o Copying, reverse engineering, decompiling, modifying, or attempting to derive the source code of our software.
- Account Transfers
 - o Selling or transferring your account to others, or acquiring accounts from other players. Any prohibited activity may be investigated and acted upon in accordance with CGA licensing requirements and Curaçao AML/CFT obligations.

9.2 Protection of Reputation

- o You agree not to harm the Website or its reputation through your actions. The Company may take action where required under CGA rules if activities negatively impact the integrity or regulatory obligations of the operator.

9.3 Compliance Reviews

- o We reserve the right to review customer betting activity to ensure compliance with the Terms.
- If we detect abusive behavior, including exploiting software bugs or system failures, we may
 - o Revoke any promotions or bonuses awarded.
 - o Void any winnings obtained through such methods.
 - o Close the account and restrict future access.
 - o Reviews may also be performed for AML/CFT purposes, and suspicious behavior may result in mandatory reporting to the relevant Curaçao authorities.

9.4 Consequences of Fraud, Illegal, or Improper Activity

- o If we reasonably fraudulent, illegal, or improper activity, we may take any of the following actions at our sole discretion, with or without notice:
- Account Suspension or Termination
 - o Immediately block your account and suspend access to our Website and services.
 - o Suspend all pending withdrawal requests and payments during the investigation.
 - o Permanently close your account and all associated accounts on our platform.
- Forfeiture of Funds
 - o Void any winnings obtained.
 - o Cancel pending withdrawals and withhold or restrict funds where required under Curaçao AML/CFT Regulations. Any such action will be proportionate, justified, and carried out in accordance with applicable laws and CGA requirements.
 - o Void any bonus balance and restrict your participation in future promotions.
- Legal and Regulatory Actions
 - o Notify relevant authorities of suspected illegal activity.
 - o Take legal action to recover any funds owed to the Company.
 - o All actions taken under this section will comply with CGA licensing conditions and mandatory AML/CFT reporting requirements.

9.5 Reporting to Authorities and Other Institutions

- The Company reserves the right to report suspicious activity to:
 - o Government authorities and law enforcement agencies.
 - o Other online casino operators, banks, payment providers, and financial institutions.

- You agree to fully cooperate in any investigation related to fraudulent or illegal activities. Reports may be submitted to the Curaçao Gaming Authority and the Financial Intelligence Unit (FIU) Curaçao, where required under AML/CFT laws.

10. LIMITATIONS OF LIABILITY

10.1 Assumption of Risk

- You acknowledge that the Company has no control over how you use its services and software.
- Your use of the Website is entirely at your own discretion and risk.
- You accept that you are aware of and fully understand all possible risks involved.
- Nothing in this section affects any rights you may have under Curaçao law or the Curaçao Gaming Authority ("CGA") regulations.

10.2 No Liability for Losses

- The Company is not liable for any losses, damages, or harm arising from:
- Agreements, legal actions, negligence, or any other cause.
- Loss of data, income, reputation, or any other unforeseeable losses.
- This limitation applies to the maximum extent permitted by Curaçao law. The Company does not exclude liability in cases where such exclusion is prohibited by applicable legislation or CGA regulatory requirements.

10.3 Exclusions of Liability

Neither the Company, its software providers, affiliates, nor partners shall be responsible for any losses, expenses, or damages resulting from:

- **User Errors**
 - Entering incorrect information.
- **Fraud or Misconduct**
 - Any fraudulent, false, or misleading activity by you or a third party.
- **Account Management Decisions**
 - The Company's discretion to refuse deposits, reject account registration, suspend, or close your account.
- **Transaction Delays**
 - Delays in deposits, withdrawals, or identity verification processes.

- **Illegal Use**
 - Using your account for illegal activities under applicable laws.
- **Unauthorized Access & Transactions**
 - Transactions conducted after the correct entry of your username and password.
 - Any actions performed by third parties using your login credentials.
- **Website Access & Technical Failures**
 - Inability to access the Website for any reason.
 - Poor quality of access due to technical issues, software bugs, or system errors.
 - Failures caused by third-party service providers (e.g., internet providers, payment processors).
 - Any losses due to cable connections or system malfunctions.
- **Unreliable Communications**
 - Mixing or undelivered electronic communications.
- **Government or Force Majeure Actions**
 - Any actions taken by governments, regulatory authorities, or unforeseen force majeure events.
- **Legality of Gambling Participation**
 - Engaging in gambling or betting where it is illegal in your country of residence.
- **Website & Software Errors**
 - Errors, omissions, typos, or software bugs affecting gameplay or transactions.
- **Breach of Terms**
 - Any direct or indirect consequences of your violation of the Terms.
 - The Company does not exclude liability for:
 - regulatory obligations imposed by the CGA,
 - failures to provide services with reasonable care where required by law,
 - deliberate misconduct, or
 - any matter for which liability cannot legally be excluded under Curaçao legislation.

11. CHANGES TO THE WEBSITE AND TERMS

11.1 Right to Modify

- The Company reserves the right to modify, update, or amend these Terms at any time and at its sole discretion.
- Any modifications required by Curaçao law or the Curaçao Gaming Authority (“CGA”) may take immediate effect.
- The current version of these Terms and Conditions is available on the Website at all times.
- Previous versions may be made available to Players upon request.

11.2 Effective Date of Changes

- Any modifications to the Terms will take effect from the date specified in the updated version.
- It is your responsibility to review the Terms regularly to stay informed about any changes.
- Where required by CGA regulations, material changes affecting Player rights or regulatory obligations will be communicated through the Website or by email.

11.3 Acceptance of Changes

- By continuing to use the Website after changes have been made, you agree to the updated Terms, regardless of whether:
- You received a formal notification.
- You actively reviewed the changes.
- If you do not agree with any modifications, you must stop using the Website immediately.
- Your continued use also constitutes acceptance of any regulatory updates imposed under Curaçao law or CGA licensing conditions.

12. NOTICES AND COMMUNICATION

12.1 Electronic Communication

- By using the Website, you agree to receive all communications electronically.
- The Company may send notices via:
- Electronic messages on the Website.
- Email using the contact details you provided.
- Regulatory or compliance-related notices may also be delivered electronically in accordance with CGA requirements.

12.2 Responsibility for Contact Information

- You must ensure that your contact details are accurate and up to date.
- The Company is not responsible for any failure to receive communications due to incorrect or outdated contact information.

12.3 Receipt of Notices

- Any communication sent electronically will be considered "written" and deemed received within five (5) business days from the date it was sent.
- This includes compliance and verification notices issued under Curaçao AML/CFT or CGA requirements.

12.4 Contacting Us

- If you have any questions regarding the Terms or your use of the Website, you can contact our support team at support@232casino.com.
- You may also contact the Curaçao Gaming Authority at complaints@gamingcontrolcuracao.org for unresolved disputes, in accordance with CGA dispute-handling procedures.

13. COMPLAINTS RESOLUTION PROCEDURE

13.1 You may contact our customer service team via email at support@232casino.com

13.2 Complaints are initially handled by customer service. If a case cannot be resolved immediately, it may be escalated to other relevant departments. Customers will be kept reasonably informed of the status of their complaint.

13.3 A "dispute" is defined as any complaint that:

- Relates to the outcome of a gambling transaction.
- Remains unresolved after the initial stage of the Company's complaints procedure.
- Disputes will be handled in accordance with Curaçao Gaming Authority ("CGA") dispute-resolution requirements.

13.4 Our Customer Support Team will provide an initial response to your query.

- If a complaint escalates into a dispute, you will be asked to submit a detailed written complaint to complaints@232casino.com
- You may also be requested to provide additional information if required under Curaçao AML/CFT or regulatory obligations.

13.5 To process a dispute, you must provide the following details in accordance with applicable data protection laws:

- Account username.
- Full name as registered on the account.
- Complaint sent from the registered email address.
- Email subject containing "COMPLAINT" and the reason.

- A detailed explanation of the complaint.
- Relevant dates and times.
- The Company may request additional documentation where required by Curaçao law or CGA procedures.

13.6 Once the required information is received, the Complaints Resolution Committee will review your case and provide a response.

13.7 We aim to resolve complaints within 7 (seven) days. If a complaint is unusually complex and requires further investigation, this period may be extended. Where a delay is caused by regulatory, AML/CFT, or CGA-related review, the Player will be informed where legally permissible.

13.8 If you are dissatisfied with the resolution provided by the Complaints Resolution Committee, you may refer the matter to an independent Alternative Dispute Resolution (ADR).

- You may contact EGIS-FZCO: [ADR](#)

13.9 By using our services, you acknowledge that you are contracting exclusively with the Company. You agree not to bring any claims or disputes against third parties involved in the Website's operation, including but not limited to software providers, game suppliers, odds compilers, payment providers, processors, or agents. This clause does not affect your right to escalate unresolved disputes to the CGA, in accordance with Curaçao licensing conditions.

14. ADDITIONAL TERRITORIAL RESTRICTIONS

Certain games may be unavailable in specific jurisdictions due to game provider policies, which may change from time to time. By accessing these games, you confirm that you are not a resident of any restricted jurisdictions listed below. These game-provider territorial restrictions apply in addition to the Excluded Jurisdictions outlined in Section 2, which are based on Curaçao law, CGA licensing conditions, and international sanctions.

15. COMPLIANCE AND REGULATORY OVERRIDE

The Company operates under a license issued by the Curaçao Gaming Authority (CGA) and is subject to applicable laws, regulations, and license conditions.

Notwithstanding any provision in these Terms and Conditions, the Company reserves the right to take any action required to comply with:

- Curaçao Gaming Authority requirements
- Anti-Money Laundering (AML) and Counter-Terrorism Financing (CFT) regulations
- Sanctions and international compliance obligations
- Responsible gaming requirements

Such actions may include, but are not limited to:

- Suspending or restricting player accounts
- Withholding or freezing funds
- Requesting additional verification documentation
- Reporting transactions to competent authorities

These actions shall not be considered a breach of these Terms and Conditions.

In the event of any conflict between these Terms and applicable regulatory requirements, the applicable laws and regulatory obligations shall prevail.

1. INTRODUCTION

This client agreement (the “Agreement”), including any and all amendments current at the time of publication, governs the relationship between you (also referred to as the “Client”, “Customer”, “Player”, “you”, “your”) and Holzman Limited Company (also referred to as “ATBL”, “AllTheBestLottos”, “allthebestlottos.com”, “we”, “us”, “our”), registered at 75, Prodromou Avenue, Oneworld Parkview House - 3th floor, 2063 Nicosia, Cyprus, acting as service provider and payment processor for K.I.K. Corporation B.V., a company incorporated under the laws of Curaçao and operating under a license issued by the Curaçao Gaming Authority (“CGA”).

AllTheBestLottos is a real money lottery messenger site and an independent ticket purchasing service that is not associated with or endorsed by the National Lottery Commission, Camelot Plc, MUSL, Sisal, or any other official lottery operators.

AllTheBestLottos provides information regarding official lotteries operated by independent lottery operators and enables registered Players to participate in lottery draws through the Website’s messenger services, all subject to and in accordance with these Terms and Conditions. The Company operates in accordance with applicable laws, regulations, license conditions, and anti-money laundering and counter-terrorist financing obligations.

The Company is not a financial institution and does not provide banking or financial services. Funds held in Player Accounts are not bank deposits and are not protected by any governmental deposit guarantee scheme.

The current version of these Terms and Conditions shall be available on the Website at all times. Previous versions may be made available upon request.

By registering an Account, Players are required to actively confirm acceptance of these Terms and Conditions and the Privacy Policy by selecting the designated confirmation checkbox during registration. Passive acceptance through use of the Website alone does not constitute valid acceptance of these Terms.

GENERAL TERMS

Account – a Player account on the Website.

Balance – the funds currently available in the Player’s Account.

Ticket – an accepted Order.

Player/You – a registered Player on the Website.

Excluded List – any restricted jurisdiction or sanctioned individual determined by applicable laws, sanctions regimes, AML/CFT obligations, internal compliance policies, or regulatory requirements, as updated from time to time.

Number Picker – the means by which you make your Lottery number selection on the Website.

Order – each individual play purchased through the Website.

Transaction – a payment made to purchase an Order.

Pay Out – the published payout of a lottery for a particular prize category.

Prize – the prize received from a lottery for a Winning Ticket.

Bonus – promotional funds or incentives that may occasionally be credited to a Player Account subject to specific terms and conditions.

Deposit – an amount of funds placed into the Player Account.

Refund – repayment of funds.

Real Money – funds that may be withdrawn subject to applicable Terms and Conditions.

Bonus Money – promotional funds subject to wagering, withdrawal, or usage restrictions.

T&Cs – these Terms and Conditions.

Privacy Policy – the Website Privacy Policy.

Website – allthebestlottos.com.

Winnings – winnings associated with a Winning Ticket.

Winning Ticket – a successful Ticket.

Syndicate – a group of Members participating together in a lottery game.

Member – a registered Player participating in a Syndicate.

Share – a portion of a Syndicate participation.

Raffle – a lottery game involving a predetermined and limited number of combinations or participations.

For your benefit and protection, please ensure that you take sufficient time to read and understand this Agreement and any additional information available on the Website prior to opening an Account or using the services provided.

2. PLAYER ACKNOWLEDGEMENT

By registering an Account and using the Website, you confirm that:

- You have read, understood, and accepted these Terms and Conditions and the Privacy Policy;
- You are at least 18 years of age or the minimum legal age applicable in your jurisdiction, whichever is higher;
- You are legally permitted to use the Website under the laws applicable in your jurisdiction;
- All information and documentation provided by you is accurate, complete, and up to date;
- You understand that participation in lottery and gaming activities involves financial risk;
- You acknowledge that the Company may record acceptance of these Terms, including the applicable version, date, and time of acceptance;
- You understand that the Company may require renewed acceptance of updated Terms and Conditions before continued use of the Website.

3. YOUR PROMISES TO US

As a Player, you warrant and represent to us that:

- You are at least 18 years old;
- You have read and understood these Terms and Conditions;
- The details provided by you are complete, accurate, and truthful;
- You are not located in or a resident of any restricted jurisdiction;
- You do not already maintain another Account with the Website;
- You will not open an Account on behalf of another person;
- You are solely responsible for complying with laws applicable in your jurisdiction;
- The funds used by you belong to you and are not derived from illegal activity;
- You will not engage in fraud, collusion, money laundering, bonus abuse, or any prohibited activity.

The Company reserves the right to suspend or terminate Accounts and restrict services where these warranties are breached or where required under applicable laws or regulatory obligations.

4. YOUR PERSONAL DATA

Please refer to our Privacy Policy available on the Website for information relating to the processing, storage, protection, and use of personal data.

The Company may process personal data in accordance with applicable data protection, AML/CFT, licensing, and regulatory obligations.

5. YOUR DOCUMENTS AND INFORMATION

You warrant that all documents and information provided to the Company are valid, authentic, accurate, and up to date.

The Company may request documentation and information at any time for identity verification, age verification, source of funds verification, payment verification, compliance checks, AML/CFT obligations, fraud prevention, or other regulatory purposes.

Requested documentation may include, but is not limited to:

- Passport or government-issued identification;
- Proof of address;
- Proof of ownership of payment methods;
- Source of funds or source of wealth documentation;
- Transaction records or bank statements;
- Any additional compliance-related documentation reasonably required by the Company.

The Company may use internal procedures and authorized third-party providers to perform verification and compliance checks.

Failure to provide requested documentation within the required timeframe may result in account restrictions, suspension, delayed withdrawals, withholding of transactions, or account closure.

The Company reserves the right to carry out ongoing monitoring and enhanced due diligence procedures in accordance with applicable AML/CFT laws and regulatory requirements.

6. YOUR PAYMENT DATA

You must ensure that all payment data provided by you is complete, accurate, valid, and kept up to date at all times.

You must immediately notify the Company if:

- your payment method is lost, stolen, compromised, suspended, or cancelled;
- your Account credentials have been compromised;
- unauthorized access or suspicious activity is detected.

All payment transactions conducted through the Website are subject to internal security procedures, AML/CFT obligations, fraud prevention measures, and approval by relevant payment providers.

Transactions may be processed through authorized third-party payment service providers, banks, e-wallet providers, card acquirers, or other financial intermediaries approved by the Company.

The Company reserves the right to decline, reverse, suspend, or restrict transactions where required for security, fraud prevention, AML/CFT compliance, regulatory obligations, or operational reasons.

The Company may require identity verification, source of funds verification, payment method verification, or enhanced due diligence checks at any stage of the customer relationship.

The Company is not liable for failed transactions, delays, additional charges, or losses arising from inaccurate, expired, blocked, restricted, or compromised payment information provided by the Player.

7. YOUR FUNDS

You warrant and represent that:

- all funds used by you belong to you or are lawfully authorized for your use;
- funds used are free from any illegal origin, encumbrance, charge, restriction, or third-party claim;
- funds are not derived from criminal activity, money laundering, terrorist financing, fraud, or any unlawful conduct.

The Company reserves the right to investigate the source of funds, source of wealth, transaction activity, and any related financial activity where necessary to comply with AML/CFT obligations, regulatory requirements, or internal compliance procedures.

Where suspicious, irregular, prohibited, or unlawful activity is identified or reasonably suspected, the Company may:

- delay, suspend, restrict, or refuse transactions;
- withhold withdrawals or winnings;
- restrict or close the Account;
- report activity to competent authorities where required by law.

Such actions shall not constitute a breach of these Terms and Conditions where taken in accordance with applicable laws or regulatory obligations.

8. YOUR ACCOUNT

You will be assigned an Account accessible through your registered credentials.

You are solely responsible for maintaining the confidentiality and security of your login credentials and all activities conducted through your Account.

You may not:

- allow third parties to use your Account;
- transfer, assign, sell, or acquire Accounts;
- use another Player's Account;
- operate more than one Account.

The Company reserves the right to suspend, restrict, or close duplicate or related Accounts.

Players must ensure that all information associated with their Account remains accurate and updated at all times.

The Company may suspend, restrict, or close Accounts where:

- inaccurate or misleading information is provided;
- suspicious, fraudulent, abusive, or prohibited activity is detected;
- AML/CFT concerns arise;
- verification requirements are not satisfied;
- required compliance documentation is not provided;
- regulatory or legal obligations require such action.

Players may request Account closure at any time by contacting Customer Support.

Where an Account is closed:

- pending Orders may be completed where applicable;
- withdrawals remain subject to verification and compliance procedures;
- balances may be withheld where required under AML/CFT obligations, legal requirements, or regulatory instructions.

The Company reserves the right to apply temporary restrictions, suspensions, responsible gaming limitations, or protective measures where necessary, including obligations arising under the license conditions issued by the Curaçao Gaming Authority.

9. PAYMENT BY YOU

You may fund your Account using payment methods approved and made available by the Company.

Participation in games, lottery draws, or services is only possible using available funds held within the Account.

The Company does not provide credit, loans, or financial facilities to Players.

The Company reserves the right to:

- establish minimum or maximum deposit and withdrawal limits;
- reject, suspend, or reverse transactions;
- apply verification procedures before processing transactions;
- restrict specific payment methods;
- process withdrawals using the same method used for deposits where possible.

The Company may refuse or void Orders where:

- payment authorization fails;
- transactions are reversed or charged back;
- fraud or irregular activity is suspected;
- AML/CFT concerns arise.

Chargebacks, payment reversals, or unjustified disputes initiated by the Player are prohibited.

The Player remains responsible for any unpaid amounts, chargeback costs, recovery costs, banking fees, or operational expenses incurred by the Company as a result of unauthorized reversals or disputes.

The balance held within a Player Account:

- does not constitute a bank deposit;
- does not accrue interest;
- is not protected under any deposit guarantee scheme.

The Company may deduct lawful fees, taxes, duties, regulatory charges, administrative costs, or outstanding obligations from the Player Account where permitted by applicable law.

Players are solely responsible for declaring and paying taxes applicable in their jurisdiction unless otherwise required by law.

10. OUR RIGHTS

The Company reserves the right to suspend, restrict, limit, or terminate Player Accounts and access to the Website where it reasonably believes that:

- false, misleading, inaccurate, or incomplete information has been provided;
- the Player maintains multiple Accounts;
- fraudulent, abusive, illegal, or prohibited activity has occurred;
- bonus abuse, collusion, cheating, or manipulation has occurred;
- the Player has breached these Terms and Conditions;

- suspicious betting, payment, or transaction activity has occurred;
- AML/CFT concerns or regulatory risks arise;
- the Player has attempted to exploit technical failures, software issues, or system vulnerabilities;
- the Player has used unauthorized or unlawfully obtained payment methods.

The Company may also take action where required by:

- applicable laws;
- regulatory obligations;
- competent authorities;
- court orders;
- AML/CFT requirements;
- instructions from the Curaçao Gaming Authority.

During any investigation or review, the Company may:

- suspend transactions or withdrawals;
- request additional documentation;
- restrict access to services;
- conduct enhanced due diligence procedures;
- temporarily freeze Account activity.

Where breaches, prohibited conduct, or regulatory risks are confirmed, the Company may:

- void Orders, bonuses, winnings, or transactions associated with the breach;
- permanently close Accounts;
- withhold or restrict withdrawals;
- recover financial losses or operational costs;
- report relevant activity to competent authorities.

Where actions are taken in accordance with applicable laws, AML/CFT obligations, or regulatory requirements, such actions shall not constitute a breach of these Terms and Conditions.

If an Account is terminated for reasons unrelated to misconduct or prohibited activity, the remaining balance shall be returned to the Player subject to verification and applicable compliance procedures.

11. PLAYING GAMES

Lottery Messenger Service

Each Lottery Draw is operated and conducted by the relevant Lottery Operator. By participating in any Lottery Draw through the Website, the Player acknowledges and agrees that participation is additionally subject to the applicable rules and conditions of the relevant Lottery Operator ("Lottery Operator Rules").

AllTheBestLottos acts solely as an independent lottery messenger and ticket purchasing service and does not operate, organize, sponsor, or promote official lottery draws.

By placing an Order through the Website, the Player authorizes the Company and its designated representatives or service providers to purchase lottery tickets on the Player's behalf in accordance with the selected Order.

The Company may utilize local representatives, third-party ticket purchasing services, or authorized intermediaries for the purchase, processing, collection, and settlement of lottery tickets and winnings.

The Company does not influence, manipulate, alter, or control the outcome of any lottery draw. All lottery results are determined solely by the relevant Lottery Operator.

By placing and completing an Order, the Player acknowledges and agrees that:

- the Company acts as a proxy purchasing service;
- purchased tickets may be held by the Company or its authorized representatives;
- winnings will be distributed in accordance with the applicable lottery results and these Terms and Conditions.

To participate in the Lottery Messenger Service, the Player must:

- maintain an active and verified Account;
- comply with these Terms and Conditions;
- satisfy all verification and compliance requirements.

Once an Order is confirmed and payment is accepted:

- the Order becomes final;
- tickets cannot be amended or cancelled by the Player;
- refunds are not available except where required by law or expressly permitted by these Terms and Conditions.

The Company reserves the right to refuse, cancel, void, or suspend Orders where:

- payment authorization fails;
- incorrect or incomplete information has been provided;
- fraud, abuse, collusion, or suspicious activity is suspected;
- technical, operational, or system errors occur;
- AML/CFT concerns arise;
- regulatory obligations require such action;
- the relevant draw is invalidated or cancelled by the Lottery Operator.

The Company reserves the right to delay, suspend, or refuse participation where necessary for security, compliance, AML/CFT obligations, fraud prevention, operational integrity, or regulatory reasons.

Syndicates

A Syndicate is a group participation arrangement in which Players collectively participate in lottery draws and share winnings proportionally according to their participation share.

Participation in Syndicates does not grant ownership rights over physical lottery tickets.

The Company administers Syndicate participation, records, winnings distribution, and operational management.

The Company will use reasonable efforts to ensure accurate Syndicate participation and winnings allocation but does not guarantee that duplicate number combinations will not occur between Syndicates.

Participation in Syndicates does not guarantee winnings, returns, profits, or financial gain.

The Company reserves the right to modify, suspend, or discontinue Syndicates or related services at its discretion where required for operational, legal, or regulatory reasons.

Raffles

Raffle participation available through the Website is subject to the rules and structures established by the relevant lottery organizers.

Raffle numbers and participations are predetermined and cannot be altered after purchase.

All raffle participation remains subject to the lottery messenger service structure described in these Terms and Conditions.

Specific raffle rules, participation structures, and draw details may vary depending on the relevant lottery operator and raffle type.

12. WINNINGS AND SETTLEMENT

Winnings will be credited to the Player Account following confirmation and publication of official lottery results by the relevant Lottery Operator.

The Company may additionally notify Players of winnings via email, notifications, or other communication methods.

All winnings remain subject to:

- verification procedures;
- AML/CFT checks;
- fraud prevention reviews;
- compliance assessments;
- applicable laws and regulatory obligations.

The Company reserves the right to delay, withhold, restrict, or refuse payments where:

- verification procedures remain incomplete;
- suspicious or irregular activity is identified;
- AML/CFT concerns arise;
- legal or regulatory obligations require such action.

Such actions shall not constitute a breach of these Terms and Conditions where taken in accordance with applicable laws or regulatory requirements.

Withdrawals shall ordinarily be processed using the same payment method used for deposits where possible.

Alternative withdrawal methods may require additional due diligence and approval.

The Company may establish and apply minimum and maximum withdrawal limits, processing limits, or staged payout procedures.

The Company may process large winnings in installments where necessary for operational, compliance, security, or regulatory reasons.

Currency conversion may apply where winnings are paid in a currency different from the original lottery currency or payment currency. Applicable exchange rates, conversion fees, or administrative fees may apply.

Where required by the applicable Lottery Operator or local laws, Players may be required to personally attend or participate in prize collection procedures in the jurisdiction where the lottery is operated.

The Player remains solely responsible for taxes, duties, levies, or reporting obligations applicable in their jurisdiction unless otherwise required by law.

Other Rights

The Company reserves the right to:

- offset outstanding obligations owed by the Player;
- withhold or restrict winnings pending verification or investigation;
- request additional identification or compliance documentation;
- suspend or terminate Accounts in accordance with these Terms and Conditions;
- report suspicious or prohibited activity to competent authorities where required by law.

13. WEBSITE, LINKS AND BANNERS

The Company reserves the right to modify, suspend, restrict, discontinue, or update any aspect of the Website, services, content, functionality, or products available through it at any time.

The Company shall not be responsible for third-party websites, links, advertisements, banners, external content, or services accessible through the Website.

Players must not:

- introduce malicious software or harmful material;
- interfere with Website functionality;
- attempt unauthorized access;
- misuse the Website or related systems.

The Company does not guarantee uninterrupted access, error-free functionality, or continuous availability of the Website.

The Company shall not be liable for losses resulting from:

- technical failures;
- interruptions;
- cyberattacks;
- viruses;
- operational outages;

- third-party service failures;
- telecommunications issues;
- software errors.

All Website content, software, branding, logos, graphics, text, systems, and intellectual property remain the property of the Company or its licensors and are protected by applicable intellectual property laws.

No material from the Website may be copied, reproduced, modified, distributed, transmitted, or commercially exploited without prior written authorization.

14. PLAYER PROTECTION

The Company is committed to responsible gaming and Player protection.

Players may request responsible gaming measures including:

- self-exclusion;
- deposit limits;
- spending limits;
- cooling-off periods;
- account restrictions.

Requests may be submitted through Customer Support.

The Company reserves the right to apply responsible gaming measures, restrictions, or protective actions where necessary to protect Players or comply with regulatory obligations.

The Company may suspend or restrict Accounts where indicators of problematic gambling behavior, fraud risks, or vulnerability concerns are identified.

15. COMPLAINTS AND DISPUTE RESOLUTION

The Company maintains an internal complaints procedure designed to handle complaints fairly, transparently, and within a reasonable timeframe in accordance with applicable regulatory requirements of the Curaçao Gaming Authority.

Players may submit complaints through Customer Support using the contact details published on the Website.

Complaints may be escalated internally for additional review where necessary.

The Company will make reasonable efforts to provide a response within fourteen (14) days, although additional time may be required for complex matters or investigations.

Players may be required to provide:

- Account details;
- identification information;
- supporting evidence;
- transaction details;
- relevant documentation.

If the Player remains dissatisfied following completion of the Company's internal complaints process, the complaint may be referred to an independent Alternative Dispute Resolution (ADR) provider.

Players may contact:

Egis FZCO[[INSERT ADR LINK](#)]

Egis FZCO acts as an independent dispute resolution provider and will review complaints in accordance with applicable regulatory requirements.

Nothing within this section limits any rights available to Players under applicable laws or regulatory frameworks.

16. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, consequential, incidental, special, or punitive losses, including but not limited to:

- loss of profits;
- loss of revenue;
- loss of business opportunities;
- loss of data;
- reputational damage;
- operational interruption.

The Company shall not be liable for losses arising from:

- technical failures or interruptions;
- software defects or operational errors;
- unauthorized access to Accounts;
- third-party service provider failures;
- payment processor delays or failures;
- telecommunications disruptions;
- internet outages;
- cyberattacks or malicious software;
- actions or omissions of Lottery Operators;
- force majeure events;
- Player negligence or misuse of the Website.

Nothing within these Terms and Conditions excludes or limits liability where such exclusion or limitation is prohibited under applicable law.

The Company's records, systems, and internal data shall, unless proven otherwise, constitute the final authority in determining participation, transactions, winnings, and operational activity on the Website.

17. FORCE MAJEURE

The Company shall not be liable for any failure, interruption, delay, or inability to perform obligations where such circumstances arise from events beyond its reasonable control, including but not limited to:

- acts of God;
- natural disasters;
- war;
- terrorism;
- civil unrest;
- governmental actions;
- regulatory restrictions;
- labor disputes;
- telecommunications failures;
- power outages;
- cyber incidents;
- third-party service failures;
- banking disruptions;
- technical failures;
- internet interruptions.

During such events, the Company reserves the right to suspend, limit, delay, or cancel services, transactions, Orders, withdrawals, or Website functionality where reasonably necessary.

18. WEBSITE AVAILABILITY AND DORMANT ACCOUNTS

While the Company will use reasonable efforts to maintain Website availability and operational continuity, uninterrupted access cannot be guaranteed.

The Company does not guarantee that:

- the Website will be continuously available;
- the Website will be error-free;
- the Website will meet all Player expectations;
- all services or features will always remain available.

The Company reserves the right to temporarily suspend or restrict access to the Website for maintenance, operational, security, compliance, or regulatory reasons.

Dormant Accounts

An Account may be classified as dormant where there has been no login, transaction, or activity for a prolonged period determined by the Company.

Prior to applying dormancy measures, the Company may attempt to contact the Player using the contact details registered on the Account.

Where permitted under applicable law and regulatory requirements, the Company may apply reasonable administrative fees to dormant Accounts.

Dormant Account balances remain subject to verification, AML/CFT obligations, and applicable legal or regulatory requirements.

The Company reserves the right to close dormant Accounts in accordance with applicable laws and internal procedures.

19. MISCELLANEOUS PROVISIONS

Where these Terms and Conditions are published in multiple languages, the English version shall prevail in the event of any discrepancy or inconsistency.

The legality of online gaming, lottery participation, or gambling activities varies by jurisdiction. Players are solely responsible for ensuring that participation through the Website is lawful in their jurisdiction.

The Company does not provide legal advice or guarantees regarding the legality of the Website in any jurisdiction.

Employees, officers, directors, contractors, consultants, and related parties of the Company may be restricted from participating on the Website where required by internal policies, regulatory obligations, or applicable laws.

If any provision of these Terms and Conditions is determined to be invalid, unlawful, or unenforceable, the remaining provisions shall remain fully valid and enforceable.

Failure by the Company to enforce any provision or right shall not constitute a waiver of such provision or right.

The Company reserves the right to amend these Terms where required by applicable laws, license conditions, or directives issued by the Curaçao Gaming Authority.

The Company may assign, transfer, subcontract, or delegate rights and obligations arising under these Terms and Conditions where permitted by law.

Players may not assign or transfer their rights or obligations under these Terms and Conditions. All notices and communications may be provided electronically through the Website, email, or other communication methods used by the Company.

Players are responsible for maintaining accurate and up-to-date contact information.

Changes to these Terms and Conditions shall become effective upon publication on the Website unless otherwise specified.

Changes shall not apply retrospectively except where:

- required by applicable law or regulatory obligations;
- beneficial to the Player;
- necessary to correct manifest errors.

The Company reserves the right to require Players to re-confirm acceptance of updated Terms and Conditions before continued use of the Website.

These Terms and Conditions and the relationship between the Player and the Company shall be governed by and construed in accordance with the laws of Curaçao.

Any disputes arising in connection with these Terms and Conditions shall be subject to the jurisdiction of the competent courts of Curaçao unless otherwise required by applicable law.

20. COMPLIANCE AND REGULATORY OBLIGATIONS

The Company operates in accordance with applicable laws, regulatory obligations, license conditions, AML/CFT requirements, and directives issued by competent authorities, including the Curaçao Gaming Authority.

The Company reserves the right to take any action reasonably necessary to comply with:

- AML/CFT obligations;
- fraud prevention requirements;
- regulatory obligations;
- court orders;
- governmental instructions;
- sanctions requirements;
- licensing conditions.

Such actions may include:

- suspension or restriction of Accounts;
- enhanced due diligence procedures;
- withholding or delaying transactions or withdrawals;
- reporting activity to competent authorities;
- restricting access to services;
- requesting additional documentation;
- freezing or limiting Account activity.

Actions taken in accordance with applicable laws, regulatory obligations, or licensing requirements shall not constitute a breach of these Terms and Conditions.

The Company reserves the right to cooperate fully with regulatory authorities, law enforcement agencies, payment providers, financial institutions, and competent authorities where required by law or regulatory obligations.