

Operations Manual (“Manual”)
**SUNSTAR IMPACT N.V. (“Sunstar” or “the Company”
or “the Operator”)**

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2. Content

- A.** Description of Games of Chance
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INTRODUCTION

This Operations Manual describes the systems, controls, and procedures implemented by the Company to ensure that its gaming activities are conducted in a lawful, secure, fair, transparent, and responsible manner in accordance with the National Ordinance on Games of Chance (LOK) and applicable regulatory requirements.

The Company operates an online gaming platform offering Games of Chance to eligible players. To support the integrity of its operations, the Company maintains appropriate measures to protect players, safeguard personal data and funds, prevent fraud and financial crime, and promote responsible gaming.

This Manual provides an overview of the Company's gaming products, operational processes, technical infrastructure, player protection measures, compliance controls, and recordkeeping practices. The Company applies a risk-based approach to governance and regularly reviews its controls to ensure ongoing compliance with legal and regulatory obligations.

This Manual is reviewed periodically and should be read in conjunction with the Company's Anti-Money Laundering and Counter-Terrorist Financing Policy, Responsible Gaming Policy, Information Security Policy, Privacy Policy, and General Terms and Conditions.

A. DESCRIPTION OF GAMES OF CHANCE

The Company offers a range of Games of Chance supplied by licensed and approved third-party game providers. The games available through the platform include, but are not limited to: Slot Games, Crash Games, Instant Win Games, Roulette, Baccarat, Blackjack, Live Roulette, Live Baccarat, Live Blackjack, Live Poker, Live Dice, Live Andar Bahar, Live Card Games, Live Game Shows, Top Card Games.

The gaming portfolio may be expanded or amended from time to time through the addition or removal of games offered by approved software providers, subject to applicable regulatory requirements.

Players may fund their gaming accounts and withdraw eligible balances using the payment methods made available on the platform, including bank transfers, credit or debit cards, electronic wallets, cryptocurrencies, and other approved payment service providers.

Bet Amounts:

Minimum and maximum betting limits are configured within the gaming platform and may vary depending on the individual game or software provider. Unless otherwise specified by the game provider, the default betting parameters are:

- Minimum stake: EUR 0.40
- Maximum stake: EUR 2,000 per bet
- Maximum player exposure: EUR 200,000

Payouts

All games available on the platform are supplied by licensed and approved third-party game providers or internally approved gaming systems. Game outcomes are generated through certified Random Number Generator (RNG) technology or approved live gaming systems, ensuring that results are random, fair, independent, and cannot be influenced or manipulated by the Company.

Player winnings are calculated automatically in accordance with the applicable game rules, paytables, payout structures, bonus mechanics, and jackpot rules established by the respective game provider. The amount won depends on:

- the stake placed by the player;
- the outcome generated by the certified gaming system;
- the applicable paytable, multiplier, jackpot, bonus feature, or other payout mechanism of the relevant game.

Each game contains its own rules, payout information, and applicable Return to Player (RTP), which are available to players before gameplay. Upon completion of each game round: (i) the game provider communicates the game outcome to the platform; (ii) the gaming system automatically calculates the result; (iii) net winnings are immediately credited to the player's gaming account.

Jackpot Winnings

Where applicable, jackpot prizes are awarded in accordance with the rules governing the relevant game or jackpot network. Jackpot wins are subject to automatic verification before payment.

Bonus Winnings

Winnings generated from bonus funds, free spins, free bets, or promotional credits may be subject to wagering requirements, maximum cash-out limits, or other promotional conditions. Such conditions are communicated within the applicable Bonus Terms and Conditions and must be satisfied before bonus winnings become eligible for withdrawal.

Return to Player (RTP)

Games may operate with different theoretical Return to Player (RTP) percentages determined by the respective game provider. RTP represents the theoretical percentage of total wagers returned to players over an extended period of play and does not guarantee any individual outcome or payout.

Withdrawals

Players may request withdrawals of eligible funds using the withdrawal methods available on the platform.

Prior to processing a withdrawal, the Company may perform:

- identity verification (KYC);

- source of funds verification, where applicable;
- fraud prevention and security checks;
- responsible gaming reviews, where required.

Approved withdrawals are processed in accordance with the Company's internal procedures and the processing times of the relevant payment service provider.

Gaming Software

The Company's gaming platform integrates games from licensed and approved software providers through both aggregation platforms and direct integrations. Current gaming integrations include:

- Aggregator: GameTech
- Aggregator: QTech
- Direct Integration: Pragmatic Play

Additional licensed providers may be integrated from time to time following the Company's onboarding, technical, compliance, and regulatory approval procedures.

Outcome-Determining Elements

RNG-Based Casino Games: For RNG-based casino games, outcomes are generated using certified Random Number Generators (RNGs) supplied by licensed game providers. The RNG technology ensures that every game result is random, independent, unpredictable, and free from manipulation by either the Company or the player.

Live Casino Games: For live dealer games, outcomes are determined by actual events occurring in real time, including the dealing of cards, the spinning of a roulette wheel, the rolling of dice, or other live game actions. These games are operated by licensed live casino providers and are subject to continuous monitoring and integrity controls to ensure fairness and transparency.

For further information please refer to Appendix A.

B. QUALITY MONITORING AND TEST METHODS

The Company applies a risk-based quality assurance process to ensure the reliability, accuracy, performance, and integrity of its gaming platform. Quality monitoring activities are performed throughout the software development lifecycle and on an ongoing basis. The following test methods are periodically used:

Functional Testing

- Verification that platform features operate according to documented business and technical requirements.
- Validation of player registration, authentication, wallet operations, betting functionality, gaming transactions, reporting, responsible gaming controls, and more.
- Execution of positive and negative test scenarios.

Regression Testing

- Periodic execution of regression test suites to verify that new releases, enhancements, bug fixes, or configuration changes do not adversely affect existing functionality.
- Performed prior to production releases and major platform updates.
- Manual and automation tests are executed.

Integration Testing

- Verification of correct interaction between internal platform components and third-party systems, including payment providers, game providers, identity verification services, and other external integrations.
- Validation of data exchanges, transaction processing, and error handling mechanisms.

Performance and Load Testing

- Assessment of platform performance under expected and peak volumes.
- Monitoring of response times, system throughput, stability, and scalability.

Smoke and Sanity Testing

- Execution of post-deployment verification tests to confirm that critical platform functionality is operating as expected following releases and infrastructure changes.
- Manual and automation tests are executed.

Continuous Monitoring and Production Validation

- Ongoing monitoring of system logs, application performance metrics, transaction processing, alerts, and operational events.
- Investigation and resolution of anomalies identified through monitoring activities.

For further information please refer to Appendix A.

C. STORAGE OF PLAYER DATA

Player personal data and other details are stored within Company's Google Cloud Platform (GCP) environment, which serves as the infrastructure for Company's production systems

and databases. The cloud environment is operated by Google, a globally recognized cloud provider that maintains a comprehensive information security and compliance framework, including certifications such as ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, and other industry-recognized security standards. Access to player data is strictly controlled and granted only on a need-to-know and least-privilege basis. Access must be specifically requested, reviewed, approved, and provisioned through Company's access management process. User access rights are assigned according to business responsibilities, regularly reviewed, and revoked when no longer required.

Company applies identity and access management controls in accordance with its Information Security Management System (ISMS), including the principles of least privilege and need-to-know. Player data is stored in secured cloud infrastructure and databases hosted within Google Cloud. The environment is subject to continuous monitoring, security reviews, vulnerability management, risk assessments, and access controls. The use of cloud services is governed by established information security requirements, and supplier security practices are regularly reviewed to ensure continued compliance with security, regulatory, and contractual obligations.

For further information please refer to Appendix A.

D. VISUAL ELEMENTS DISPLAYED TO PLAYERS

To participate in betting activities, players must first register an account and submit the required documentation for verification. Once approved, the account becomes active, allowing the player to deposit funds and begin placing bets.

Through the web interface, players have access to a wide range of functionalities, including:

- User Account Management: Registration with identity verification; Multi-factor authentication login; Profile and personal detail management;
- Financial Transactions: Deposits and withdrawals; Transaction history for bets, wins/losses, deposits, and withdrawals;
- Gaming & Betting: Sports betting on pre-match and in-play events; Casino gaming; Responsible gambling tools and controls.

The casino module offers an extensive selection of online and live casino games from various providers.

The sportsbook module enables players to browse and place bets on various sports events, both pre-match and live. It supports single, Combo and System bets, automatically detecting Combo and System bet opportunities when multiple event selections are made.

E. PREVENTION OF BANNED PERSONS ACCESSING GAMES

Self-Excluded Individuals / Gambling Exclusion Databases

The Company uses a third party provider (SEON) to screen customers against gambling exclusion databases. Details of individuals sent to the Company through these databases are blacklisted in SEON. If a customer attempts to register using matching details, the account is automatically blocked and prevented from accessing.

Underage Individuals

The Company has multiple controls in place to prevent underage gambling. During registration, customers are required to provide their date of birth. In addition, identity verification is conducted through Sumsub. If a customer enters false information during registration but later submits identification documents showing they are underage, the account is immediately closed regardless of the circumstances. Any deposited funds are refunded.

Restricted or Banned Individuals:

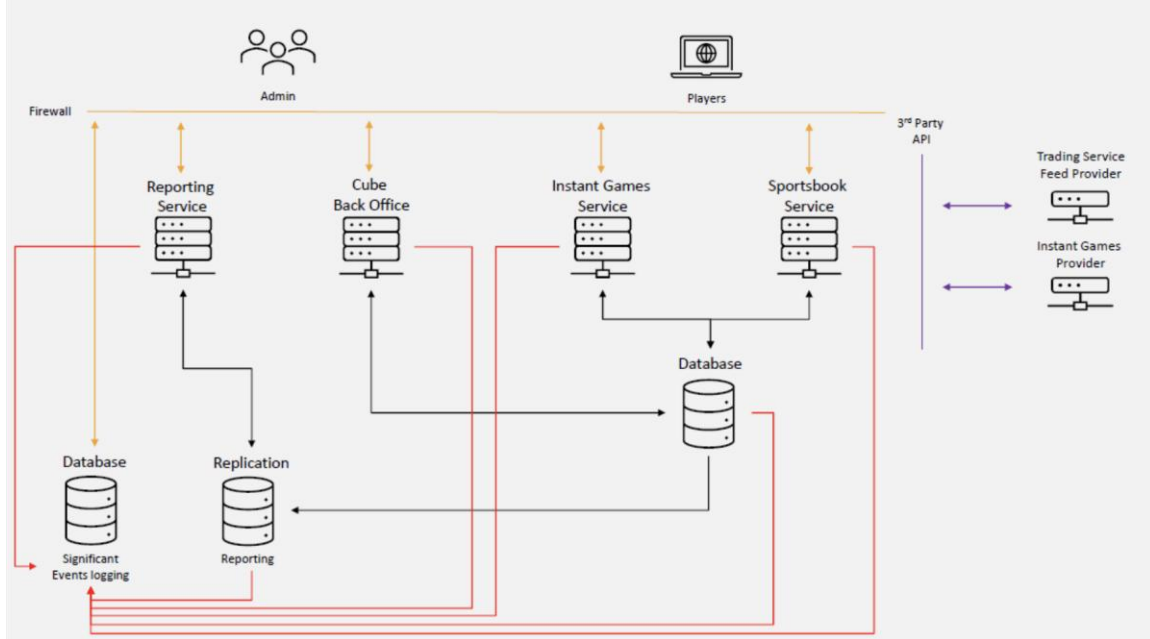
Identity verification is conducted through Sumsub. If a customer is flagged as a potentially compromised or restricted person, the Company performs additional reviews, including linked account checks and further due diligence. Where necessary, the Company requests a selfie verification. If the selfie confirms a match with the restricted individual, the account is closed and access is denied.

Deposits and Withdrawals

The Company currently offers bank transfer, credit card, and cryptocurrency payment methods. Customers can initiate a deposit by selecting the "Deposit" button available within their account. Withdrawals can be requested by navigating to their profile section and selecting the "Withdrawal" option.

For further information please refer to Appendix A.

F. TECHNICAL INFRASTRUCTURE AND DISASTER RECOVERY



To ensure business continuity and recovery in the event of a technical emergency, the Company maintains a comprehensive backup and disaster recovery framework. The platform utilizes automated backup mechanisms to create recovery points from which systems and data can be restored. Recovery points are generated through database backup processes, ensuring that restored data remains complete and consistent.

Backups are retained according to the following schedule:

- Daily backups – retained for 7 days;
- Weekly backups – retained for 4 weeks;
- Monthly backups – retained for 12 months;
- Yearly backups – retained for 10 years.

All backups are separated from the production environment, encrypted both in transit and at rest, and subject to integrity validation.

The recovery process covers all critical operational components, including:

- Betting data, results, player balances, and transactions;
- Player account and KYC information;
- Application and infrastructure configuration;
- Logs, audit records, security roles, permissions, and system parameters.

In the event of a technical incident, recovery may be performed by restoring data from a selected backup recovery point and rebuilding the required environment using configuration repositories and infrastructure deployment mechanisms. Recovery procedures include validation checks, data reconciliation, and verification of balances, bets, and transactions before production services are resumed. The platform supports recovery from various incident scenarios, including:

- Infrastructure failures through redeployment of services and restoration of data;
- Data corruption or integrity incidents through backup restoration and reconciliation procedures;
- Catastrophic failures through full restoration of data, configuration, and encryption capabilities.

Backup restoration procedures are tested at least annually and additionally on demand. Recovery activities are monitored, documented, and maintained through incident records, logs, validation results, and audit trails to ensure the effectiveness of recovery processes and compliance with regulatory requirements.

For further information please refer to Appendix A.

G. RESPONSIBLE GAMBLING IMPLEMENTATION

The Company 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 behavior. 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 on 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.

The Company 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 Company 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.

The Company operates behavior tracking controls to identify signs of risky or problematic gambling behavior. 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 behavior.

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.

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 behavior, 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 behavior 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.

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.

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 behavior.

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 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 behaviors. Bonuses 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.

For further information please refer to Appendix A.

H. GENERAL TERMS AND CONDITIONS

Please refer to Appendix A and Appendix B.

I. PLAYER DISPUTE RESOLUTION

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 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 Customer Complaints Policy and made visible and accessible on the website, as a standalone complaints link.

For further information please refer to Appendix C.

J. DIGITAL RECORDS AVAILABLE TO CGA

The Company stores the required player, gaming transaction, and financial transaction records within its Google Cloud Platform (GCP) infrastructure. Google Cloud operates highly secure data center facilities and maintains a comprehensive information security and compliance framework, including internationally recognized certifications and attestations such as ISO 27001, ISO 27017, ISO 27018, SOC 1, and SOC 2.

These certifications demonstrate that Google Cloud implements robust physical, environmental, operational, and logical security controls designed to protect the confidentiality, integrity, and availability of hosted information. Access to the environment is restricted through strict access management controls, and the infrastructure is subject to continuous monitoring, security assessments, and independent audits.

Accordingly, player records, gaming transaction records, and financial transaction records are maintained within a secure cloud environment operated by a globally recognized cloud service provider that adheres to industry-leading security and compliance standards. Access to the hosted information is limited to authorized personnel on a need-to-know and least privilege basis and is governed by Company's Information Security Management System (ISMS).

For further information please refer to Appendix A.

APPENDIX A

	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)?	See attached Games Register (Appendix A1) for this section
	2. For each game type, what are the basic rules of play?	Each game is operated according to its own game rules, payable, payout structure, and provider instructions. Game rules are available to players within the game interface before or during play. For casino games, winnings are determined by the game result, stake amount, payable, multipliers, bonus features, or jackpot mechanics. For sports betting, winnings are calculated according to the accepted odds and settled based on official event results.
	3. Are any games supplied by third-party providers?	Yes. The majority of casino and live casino games are supplied by approved third-party game providers and/or game aggregators. These providers are responsible for the certified game engine, RNG or live game operation, game rules, and payout logic.
	4. Which game providers are used?	Pragmatic, Evolution, Red Tiger , NLC, Playtech
	5. Are any games restricted to specific jurisdictions or player categories?	Yes. Games may be restricted based on jurisdiction, licensing requirements, provider limitations, regulatory rules, currency, player status, responsible gaming restrictions, or internal risk controls. Restricted games are not displayed or made available to players who are not eligible to access them.
	6. How does the operator ensure that only approved or permitted games are made available?	The Operator maintains an approved Games Register and only enables games that have been reviewed and approved internally. Game availability is controlled through the platform/back-office configuration, provider settings, jurisdiction rules, and compliance review. New games or providers are reviewed before launch, and any restricted or non-approved games are blocked from player access. The Operator monitors the active game portfolio and updates availability where regulatory, commercial, or technical restrictions apply.
Payment possibilities	7. Which deposit methods are accepted?	The below deposits are accepted through the following methods: Visa, MasterCard, Apple Pay, MuchBetter, Neteller, Skrill, Interac, Crypto (BTC, ETH, LTC, USDT), VegaWallet, PayZ, iCashOne, and Voucherry.

	8. Which withdrawal methods are available?	The following withdrawals are offered through the following methods: Visa, MasterCard, MuchBetter, Neteller, Skrill, Interac, VegaWallet, PayZ, and iCashOne.
	9. Which payment service providers are involved?	Nuvei, Paysecure, DragonTech, 10coins, Gigadat, Neteller, Skrill, MuchBetter, VegaWallet, PayZ, iCashOne The Company subjects all payment service providers to due diligence before onboarding, including checks relating to licensing, AML controls, data security, sanctions compliance, operational reliability, and contractual obligations.
	10. Are there minimum and maximum deposit and withdrawal limits?	Minimum deposit – 10EUR / currency equivalent Maximum deposit – 50,000 EUR / currency equivalent Min withdrawal – 10EUR / currency equivalent Maximum withdrawal 50,000 EUR / currency equivalent
	11. Are payment methods subject to verification before use?	Yes. The Company may verify payment methods before use, especially before processing withdrawals, verification may include: - Confirming that the payment account belongs to the registered player - Card ownership checks - Bank account ownership checks - E-wallet ownership checks - Source-of-funds or source-of-wealth checks for higher-risk or higher-value activity
	12. Are deposits and withdrawals only permitted through accounts held in the player's own name?	Yes. Only permitted deposits and withdrawals through payment accounts held in the player's own name are allowed. If third-party payments are detected, the Company may: - Reject the transaction - Return the funds to the original payment source, where legally and technically possible - Suspend the player account pending review - Request additional verification documents - Report suspicious activity to the relevant authority where required.

	13. How are failed, reversed, or suspicious payments handled?	The Operator does not credit failed payments to the player account unless it receives confirmed settlement from the payment provider. Company's payments team reviews reversed payments, chargebacks, and recalled transactions. The Company may debit the player balance, suspend withdrawals, restrict the account, or request further documentation until the matter is resolved. The Operator handles suspicious payments in accordance with our AML policy, fraud prevention procedures, and safer gambling procedures.
Bet amounts	14. What are the minimum and maximum bet amounts per game?	Minimum and maximum bet amounts are determined by the individual game provider and configured within the gaming platform. Bet limits vary by game type and are displayed to the player within the game interface before a wager is placed. The Operator may also apply additional maximum bet limits for operational or risk management purposes where necessary.
	15. Are limits different per game, provider, player category, or jurisdiction?	Yes. Betting limits may differ depending on the game, game provider, jurisdiction, currency, promotional conditions, player category (e.g., VIP or recreational players), responsible gaming settings, and internal risk management policies. Certain games or betting limits may also be restricted in specific jurisdictions in accordance with regulatory or supplier requirements.
	16. Are stake limits configurable by the player?	Individual game stake limits are determined by the game provider and cannot be modified by the player outside the available betting options offered within each game.
	17. Are internal risk limits applied by the operator?	Yes. The Operator applies internal risk management controls to manage financial exposure and operational risk. These controls may include maximum bet limits, maximum payout limits, provider-specific exposure limits, promotional betting restrictions, jurisdiction-specific controls, and enhanced monitoring of high-value or unusual betting activity. Risk parameters are reviewed periodically and may be adjusted in accordance with the Operator's risk management policy.
	18. How are changes to betting limits approved and recorded?	Changes to betting limits, exposure limits, or risk parameters are subject to the Operator's internal governance procedures. Material changes are reviewed and approved by the relevant business, product, compliance, and risk stakeholders before implementation. All configuration changes are recorded within the platform or change management process and are retained for audit and regulatory purposes.

	19. Are there maximum payout limits?	The maximum Withdrawal amount for any given month (any 30-day period) is €20,000.00 or currency equivalent.
Software used in the operation	20. What platform software is used?	OpenTag's. It provides a proprietary wagering and gaming platform comprising the Wagering Record-Keeping System (WRS), Sportsbook Service, Instant Games Service, Cube Back Office, Reporting Service, operational databases, reporting databases, replication services, and significant event logging components. These systems operate together to support betting, gaming, reporting, account management, auditing, and regulatory compliance functions
	21. Which game aggregation, wallet, payment, KYC, AML, fraud monitoring, reporting, responsible gaming, CRM, and back-office systems are used?	The OpenTag platform includes proprietary sportsbook, wallet, reporting, responsible gaming, and back-office capabilities. The platform also supports integrations with external third-party providers through defined APIs and interfaces, including game providers, trading feed providers, payment service providers, identity verification providers, and other compliance-related service providers, depending on the operator's implementation and regulatory requirements. Payments: Nuvei, Interac, RyzenPay, Paysecure, VegaWallet, Payz & iCashOne. KYC and AML: Sumsub. Fraud Monitoring: SEON. Reporting: Qlik sense.
	22. Are systems proprietary or supplied by third parties?	OpenTag's core wagering and gaming platform is proprietary software developed, maintained, and operated by OpenTag. The platform may integrate with third-party services and providers, including gaming suppliers, trading feed providers, payment service providers, identity verification providers, and other specialized service providers where required.
	23. Who maintains and updates the software?	OpenTag is responsible for the development, maintenance, support, security, and updating of its proprietary platform components. Software maintenance activities are performed by qualified internal development, engineering, infrastructure, and operational teams in accordance with documented procedures.

	24. How are software changes tested before release?	Software changes are subject to OpenTag's quality assurance and software development lifecycle processes prior to release into production. The scope of testing performed depends on the nature, complexity, and risk associated with the change. Testing activities may include: A. Functional Testing • Verification that platform features operate according to documented business and technical requirements. • Execution of positive and negative test scenarios. B. Regression Testing • Periodic execution of regression test suites to verify that new releases, enhancements, bug fixes, or configuration changes do not adversely affect existing functionality. • Performed prior to production releases and major platform updates. C. Integration Testing • Verification of correct interaction between internal platform components and third-party systems, including payment providers, game providers, identity verification services, and other external integrations. • Validation of data exchanges, transaction processing, and error handling mechanisms. D. Performance and Load Testing • Assessment of platform performance under expected and peak volumes. • Monitoring of response times, system throughput, stability, and scalability. Where required by applicable regulatory frameworks, software components and platform releases may also be subject to independent testing and certification by accredited testing laboratories prior to deployment.
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	25. How are software versions documented?	Software versions are managed through formal source code management, release management, and deployment processes. Version information, software releases, change records, deployment records, and supporting documentation are maintained to provide traceability of changes and support audit, certification, and operational requirements. Independent certification documentation also records the specific software version tested and certified.
	26. How are access rights to software systems controlled?	Access rights are managed through documented access control and identity management procedures. Access is granted according to business responsibilities and follows the principles of least privilege and need-to-know. User access is subject to formal provisioning, modification, review, and removal processes covering onboarding, role changes, and offboarding. Authentication and authorization controls are implemented to restrict access to authorized personnel only. Access rights are periodically reviewed, and security-relevant activities are logged and monitored for audit, security, and regulatory purposes.
Periodic test methods for quality monitoring	27. Which systems are tested periodically?	Periodic testing is performed on OpenTag's wagering and gaming platform, including the wagering record-keeping software (WRS), supporting infrastructure, security controls, network architecture, backup and recovery mechanisms, access management controls, and other critical systems relevant to regulatory compliance and information security.
	28. 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. OpenTag performs all testing activities required by applicable regulatory frameworks, certification standards, internal policies, and operational requirements.
	29. How often are tests conducted?	Testing frequencies vary depending on the nature of the test and the applicable regulatory, certification, or internal requirements. Tests are conducted within the timeframes prescribed by the relevant regulations, standards, certification schemes, and internal compliance procedures.

	30. Who performs the tests: internal staff, external auditors, labs, suppliers, or consultants?	Testing is performed by a combination of accredited independent testing laboratories, external auditors, suppliers, and qualified internal teams. Independent certification and compliance testing is performed by recognized accredited testing laboratories where required by the applicable regulatory framework.
	31. How are test results documented?	Test results are formally documented through reports, certificates, audit findings, test evidence, and supporting documentation. Documentation is retained in accordance with internal record-keeping procedures.
	32. How are deficiencies corrected?	Any deficiencies, vulnerabilities, non-conformities, or findings identified during testing are treated as high-priority items and are assessed, tracked, and remediated through the organization's change management, incident management, or corrective action processes, depending on the nature of the finding
	33. Who verifies that corrective actions have been completed?	Completion of corrective actions is verified by the responsible business owner, technical owner, or other designated stakeholders, as appropriate. Where required, remediation may also be independently validated through retesting by accredited testing laboratories or auditors.
Storage of players' personal data and other details	34. What personal data is collected from players?	The categories of personal data collected depend on the Operator's implementation and applicable regulatory requirements. OpenTag's platform is capable of storing player information necessary for account creation, identity verification, regulatory compliance, financial transactions, responsible gaming controls, and operation of betting and gaming services. Such information may include identification data, account information, contact details, financial transaction information, gaming activity records, technical data, and communications maintained through the platform. The Operator collects: First and last name, email, DOB, Country, Address, Phone, Language, IP, device and device information

	35. What identification, verification, contact, financial, gaming, technical, and communication data is stored?	Depending on the Operator's configuration and regulatory obligations, the platform may store: • Identification and verification data (e.g., name, date of birth, identity document information, verification status); • Contact information (e.g., email address, telephone number, residential address); • Account information (e.g., username, account status, registration details); • Financial information (e.g., deposits, withdrawals, account balances, transaction history); • Gaming and betting information (e.g., wagers, game activity, outcomes, account history); • Responsible gaming and compliance-related records; • Technical information (e.g., IP addresses, device information, login records, timestamps); • Customer support and communication records where applicable.
	36. Where is the data stored? Which systems or databases contain player data?	Player personal data and other details are stored within OpenTag's Google Cloud Platform (GCP) environment, which serves as the infrastructure for OpenTag's production systems and databases. The cloud environment is operated by Google, a globally recognized cloud provider that maintains a comprehensive information security and compliance framework, including certifications such as ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, and other industry-recognized security standards. Player data is stored in secure cloud infrastructure and databases hosted within GCP.
	37. Who has access to the data?	Access to player data is restricted to authorized personnel and systems with a legitimate business need. Access rights are granted according to job responsibilities and are managed in accordance with OpenTag's access control procedures. Access follows the principles of least privilege, need-to-know, and deny-by-default, ensuring that personnel are provided only with the minimum level of access necessary to perform their duties. Access rights are periodically reviewed and revalidated.

	38. How is access controlled and logged?	Access is managed through documented access control and identity management procedures. User access is provisioned, modified, reviewed, and removed through controlled processes covering onboarding, role changes, and offboarding. Authentication and authorization mechanisms are implemented to ensure that only authorized users can access systems and data. Activities and other security-relevant events are recorded through logging mechanisms. Logs are protected against unauthorized access or alteration and are available for monitoring, investigation, audit, and regulatory purposes
	39. How is data encrypted or otherwise protected?	OpenTag applies multiple technical and organizational security measures to protect player information. Data is protected through encryption both in transit and at rest, secure communication channels, cryptographic key management procedures, access controls, network segmentation, firewall protections, authentication controls, malware protection, logging and monitoring mechanisms, and cloud security controls. Production infrastructure is hosted within Google Cloud Platform (GCP). The cloud environment is operated by Google, a globally recognized cloud provider that maintains a comprehensive information security and compliance framework, including certifications such as ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, and other industry-recognized security standards. The environment is subject to continuous monitoring, security reviews, vulnerability management, risk assessments, and access controls.

	40. What retention periods apply?	Data retention periods are determined by the applicable legal, regulatory, and operational requirements of the relevant jurisdiction and operator. Personal information is retained only for as long as necessary to satisfy those requirements. Backup retention periods are managed in accordance with OpenTag's backup and recovery procedures and applicable business and regulatory requirements. Backups are taken on a daily basis, with additional retention layers: • Daily backups – retained for 7 days • Weekly backups – retained for 4 weeks • Monthly backups – retained for 12 months • Yearly backups – retained for 10 years These retention layers overlap to ensure continuous coverage across both recent and long-term periods and support data recovery, business continuity, and disaster recovery requirements.
	41. How are data correction, deletion, or access requests handled?	Requests relating to access, correction, deletion are processed in accordance with established privacy and data protection procedures. Requests are reviewed, validated, and handled in accordance with applicable legal and regulatory requirements, taking into account any statutory or regulatory obligations that may require certain information to be retained for a prescribed period. Where deletion is not legally permissible due to regulatory retention requirements, data may be retained for the required period and subsequently anonymized or de-identified in accordance with applicable procedures.

	42. How is data protected against unauthorized access, loss, alteration, or disclosure?	OpenTag maintains an Information Security Management System (ISMS) and applies layered technical and organizational controls designed to protect information against unauthorized access, loss, alteration, or disclosure. These controls include: • Role-based access control and identity management procedures; • Least-privilege, need-to-know access principles; • Secure authentication mechanisms and multi-factor authentication where applicable; • Encryption of information in transit and at rest, supported by cryptographic key management procedures; • Network segmentation, firewall controls, VPN-protected administrative access, and cloud security controls; • Security logging, monitoring, auditing, and periodic access reviews; • Malware protection, vulnerability management, and security reviews. To protect against data loss and support business continuity, OpenTag maintains a structured backup and recovery framework. Automated backups are encrypted, separated from the production environment, validated for integrity, monitored for success and failure, and tested through restoration and disaster recovery exercises. Recovery procedures include validation, reconciliation, and audit trail requirements to ensure data integrity and recovery effectiveness.
Technical measures to prevent banned persons from playing	43. Which categories of banned or prohibited persons are blocked?	PEP and Compromised persons.
	44. How does the operator identify banned persons during registration, login, deposit, or gameplay?	SEON + Sumsu
	45. Are exclusion lists, self-exclusion databases, age verification systems, sanctions checks, duplicate account checks, geolocation tools, identity verification tools, or device/IP checks used?	Exclusion and Self-Exclusion: Yes. Age Verification systems: Yes. Sanctions checks: Yes. Duplicate accounts: Yes. Geolocation: Yes. Identity verification: Yes. Device/IP: Yes.

	46. How often are checks performed?	Upon registration, logins, deposits and withdrawals.
	47. What happens if a banned person attempts to register or play?	Account will be closed, deposits refunded and customer contacted with information of the reasons for closure.
	48. Are accounts suspended automatically or manually?	Both.
	49. How are attempted breaches recorded and reported internally?	Submitted via SAR to Compliance and MLRO.
Technical infrastructure diagram	50. Does the manual include a clear diagram of the platform architecture?	Yes
	51. 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?	The architecture diagram provides a high-level representation of the OpenTag platform and includes: ● Firewall-protected access layers; ● Administrative and player interfaces; ● Sportsbook Service; ● Instant Games Service; ● Cube Back Office; ● Reporting Service; ● Operational databases; ● Reporting databases and replication mechanisms; ● Significant event logging database; ● Third-party API integrations; ● Trading Service Feed Providers; ● Instant Games Providers. The diagram also illustrates key system interactions and integrations with external service providers. Detailed information regarding cloud hosting, backup and recovery mechanisms, monitoring, logging, and infrastructure resilience is described within OpenTag's operational, backup, disaster recovery, and information security documentation.
	52. Does it identify which systems are critical to the operation?	Yes. The architecture diagram identifies the systems which are critical to the operation.

	53. Does it show where player data, transaction data, and gaming data are stored?	Yes. The diagram illustrates the primary operational database environment used by the Sportsbook Service, the Instant Games Service, and Cube Back Office, as well as the reporting and significant event logging databases. Player information, account records, betting transactions, gaming activity, balances, and related operational data are maintained within OpenTag's production database environment hosted within Google Cloud Platform (GCP).
	54. Does it show data flows between systems?	Yes. The architecture diagram illustrates the flow of information between players, administrative systems, sportsbook and gaming services, databases, reporting systems, replication services, significant event logging systems, and integrated third-party providers.
	55. Does it identify system owners or responsible parties?	The architecture diagram itself does not identify individual system owners or named responsible persons. Responsibility for systems, operational processes, and governance is assigned through OpenTag's internal organizational structure, policies, and management processes. Ownership and accountability for systems, recovery procedures, and operational activities are maintained through documented governance, information security, and operational management frameworks.
Restoration possibilities in	56. What types of emergency situations are covered?	OpenTag maintains documented backup, recovery, and disaster recovery procedures designed to address incidents that may affect the availability, integrity, or operation of the platform. Recovery procedures cover infrastructure failures, data corruption incidents, integrity issues, catastrophic failures, and other technical incidents that may impact critical systems, data, or services.

	57. Are server failure, cyberattack, data loss, payment outage, game provider outage, platform outage, network failure, database corruption, and disaster recovery scenarios addressed?	OpenTag's recovery framework addresses infrastructure failures, platform outages, data corruption incidents, integrity-related issues, and catastrophic failure scenarios. Recovery procedures support restoration of critical data, configuration, services, and encryption capabilities through structured backup and recovery processes. The platform is also designed to support continued operation and recovery where incidents affect integrated services, external providers, or infrastructure components. In addition, localized infrastructure incidents are mitigated through Google Cloud Platform's resilience and availability capabilities. Multi-region deployment and recovery mechanisms support service continuity and recovery where a specific region becomes unavailable.
	58. What backup procedures are in place?	OpenTag maintains a structured backup and recovery framework based on: • Automated backups of databases and cloud services; • Version-controlled configurations; • Provider-level resilience mechanisms, including snapshots and replication; • Separation of backups from the production environment; • Encryption of backups both in transit and at rest; • Backup integrity validation procedures. Recovery points are created through database backup mechanisms, ensuring that restored data remains complete, consistent, and preserves transactional relationships between records.

	59. How often are backups made?	Backups are taken on a daily basis, with additional retention layers: • Daily backups – retained for 7 days • Weekly backups – retained for 4 weeks • Monthly backups – retained for 12 months • Yearly backups – retained for 10 years These retention layers overlap to ensure continuous coverage across both recent and long-term periods.
	60. Where are backups stored?	Backups are maintained within OpenTag's cloud infrastructure hosted on Google Cloud Platform (GCP). Backup copies are logically separated from the production environment, encrypted both in transit and at rest, and protected through access controls, monitoring, and integrity validation mechanisms.
	61. What recovery time objectives and recovery point objectives apply?	Recovery procedures are designed to restore critical systems and data within acceptable operational timeframes while minimizing data loss and service disruption. Recovery is performed using defined recovery points generated through the backup process. Recovery points allow restoration of the database to a complete and consistent state, ensuring that transactional integrity and data relationships are preserved.
	62. Who is responsible for activating recovery procedures?	Recovery procedures are activated and coordinated by authorized OpenTag operational, infrastructure, and technical personnel in accordance with established incident management, disaster recovery, and business continuity procedures. The specific personnel involved depend on the nature, severity, and scope of the incident.
	63. How are players informed during service interruptions?	Where a service interruption affects player-facing functionality, communication is coordinated through the relevant operator. Notifications may be provided through the operator's website, player communications, customer support channels, or other communication mechanisms maintained by the operator, depending on the nature and duration of the interruption.

	64. How are unfinished games, pending bets, deposits, withdrawals, and balances handled after restoration?	Following a recovery event, OpenTag performs validation, reconciliation, and integrity checks before production services are resumed. The recovery process covers bets, gaming transactions, player balances, deposits, withdrawals, player account information, logs, audit records, and other critical operational data. Recovery is performed from a selected backup recovery point, after which data reconciliation is conducted using available system records, logs, and third-party provider records where applicable. Functional validation and sanity checks are performed to verify the accuracy and consistency of balances, bets, transactions, and gaming records before services are returned to production. Where transactions, bets, game rounds, deposits, or withdrawals were in progress at the time of the incident, their status is determined through reconciliation of platform records, audit logs, transaction records, and provider information. Any required corrective actions are performed in accordance with OpenTag's operational procedures and the relevant operator's business rules. The objective of the recovery process is to ensure that player balances, betting records, gaming transactions, deposits, withdrawals, and other regulated records remain complete, accurate, and consistent following restoration. Production operations are resumed only after successful validation and reconciliation activities have been completed.
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	65. 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.
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	66. 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.
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	67. 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.
	68. 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.

	69. 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.
	70. 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.

	71. 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
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		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 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	72. What is the current version number and date of the Terms and Conditions?	Last updated: 18.08.2025
	73. Are the Terms and Conditions included in full or attached as an annex?	Attached as Annex
	74. Do they match the version published on the website or application?	Yes
	75. How are updates to the Terms and Conditions approved?	By management
	76. 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

Dispute settlement with players	77. 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.
	78. 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.
	79. 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.

	80. 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.
	81. 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.
	82. 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.

	83. 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.
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	84. 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.
	85. Are unresolved complaints escalated to a CGA-approved contracted ADR provider?	Yes

Digital records of player information	86. What specific player records are maintained?	OpenTag maintains a range of player-related records required for platform operation, regulatory compliance, reporting, and responsible gaming. Depending on the operator's implementation and applicable regulatory requirements, records may include: • Player identification information; • Registration and account information; • Identity verification and KYC records; • Account status information; • Authentication and login records; • Player balances and transaction history; • Deposit and withdrawal records; • Betting and gaming transaction records; • Responsible gaming information;
	87. 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 platform is capable of retaining records relating to identity details, registration data, verification, account status, exclusion status, limits, communications, risk indicators, complaints, responsible gaming interactions, and account changes, and other operational or compliance-related activities where required by the operator and applicable regulatory framework. The specific records maintained may vary depending on the operator's configuration, regulatory obligations, and integrated third-party services.
	88. Are records complete, accurate, searchable, and exportable?	Yes. Records are complete, accurate, searchable, and exportable.

	89. How long are records retained?	Data retention periods are determined by the applicable legal, regulatory, and operational requirements of the relevant jurisdiction and operator. Personal information is retained only for as long as necessary to satisfy those requirements and is subsequently anonymized, or de-identified. In addition, backups are taken on a daily basis, with additional retention layers: • Daily backups – retained for 7 days; • Weekly backups – retained for 4 weeks; • Monthly backups – retained for 12 months; • Yearly backups – retained for 10 years. These retention layers overlap to ensure continuous coverage across both recent and long-term periods.
	90. Who can access or amend the records?	Access to player records is strictly controlled and granted only to authorized personnel with a legitimate business need. Access rights are assigned according to business responsibilities and follow the principles of least privilege and need-to-know. Access must be requested, reviewed, approved, and provisioned through OpenTag's access management process. User access rights are regularly reviewed and revoked when no longer required. Authorized personnel may access or amend records only to the extent necessary to perform their assigned duties and in accordance with established procedures. Amendment of records done by authorized personnel is logged and recorded within the system's audit trail, ensuring that changes can be traced to the responsible user.
	91. Are audit trails maintained?	Yes. OpenTag maintains audit trails and logging mechanisms. Audit information may include user actions, access events, account modifications, transactions, operational events, and other activities relevant to compliance, investigations, and regulatory oversight. Logs and audit records form part of the platform's critical operational data and are included within backup, recovery, monitoring, and validation processes. Recovery activities themselves are also documented through logs, incident records, validation results, and audit trails.

Digital records of gaming transactions	92. Are all bets, stakes, wagers, game rounds, odds, outcomes, wins, losses, cancellations, refunds, jackpots, bonuses used in gameplay, and game session details recorded?	Yes. All the listed details are recorded.
	93. Do records identify the player, date, time, game, transaction ID, amount, currency, result, and balance impact?	Yes, records identify the listed data.
	94. Can records be reconstructed in case of dispute or regulatory inspection?	Yes
	95. Are game provider records reconciled with platform records?	Yes
Digital records of financial transactions	96. Are deposits, withdrawals, reversals, chargebacks, payment failures, fees, currency conversions, crypto transactions, bonus credits, manual adjustments, and refunds recorded?	Yes, all of them
	97. Do records include date, time, amount, currency, payment method, payment provider, transaction reference, player account, status, and approval history?	Yes, all of them
	98. Are financial records reconciled with payment service provider data and player wallet balances?	Yes
	99. How are unusual transactions flagged?	They are flagged by SEON and accounts are manually reviewed for suspicious activity.
Availability of records to the CGA	100. Are the required records continuously accessible?	Yes. Required records are continuously accessible.
	101. Can the CGA obtain records without delay when requested?	Yes. The CGA can obtain records without delay when requested.
	102. Are records stored in a format that is readable, complete, and exportable?	Yes. Records are stored in a format that is readable, complete, and exportable.
	103. 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

	104. Are access logs and audit trails available?	Yes. Access logs and audit trails are available.
	105. Are backup records also available?	Yes. Backup records are also available.
	106. What procedures apply if the primary system is unavailable?	If the primary system becomes unavailable, an incident is raised and managed in accordance with OpenTag's incident management procedure. The relevant technical, operational, and infrastructure teams investigate the incident, assess the impact, and identify the root cause. Corrective actions are then implemented to restore service as quickly and safely as possible. Where necessary, recovery procedures may be initiated. Throughout the incident, communication is maintained with the affected operator, including updates regarding the nature of the incident, remediation activities, service restoration progress, and resolution status. Following restoration, validation and verification activities are performed to confirm that services are operating correctly before normal operations are resumed.
Server and data center requirement	107. 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?	Records are stored within OpenTag's production environment hosted on Google Cloud Platform (GCP). These records are maintained within OpenTag's production databases and supporting systems that form part of the wagering and gaming platform infrastructure. GCP is a globally recognized cloud service provider that operates highly secure data center facilities and maintains a comprehensive information security and compliance framework, including certifications and attestations such as ISO 27001, ISO 27017, ISO 27018, SOC 1, and SOC 2.

	108. What evidence confirms the certification and registration?	OpenTag's production environment is hosted on Google Cloud Platform (GCP). Google Cloud maintains a comprehensive information security and compliance framework and holds internationally recognized certifications and attestations, including ISO 27001, ISO 27017, ISO 27018, SOC 1, and SOC 2. Evidence supporting the cloud environment's security and compliance framework may include certification reports, compliance attestations, audit reports, and documentation provided by Google Cloud. Any evidence relating to the certification classification, physical location, or registration status of specific data center facilities should be obtained directly from the cloud service provider.
	109. Which records are stored there?	The environment stores critical operational and regulated records, including: ● Player account information; ● Player identification and KYC records; ● Gaming transaction records; ● Betting transaction records; ● Player balances; ● Deposit and withdrawal records; ● Results and wagering information; ● Logs and audit records; ● Security roles and permissions; ● System parameters and configuration information. These records are maintained as part of OpenTag's production platform and support operational, regulatory, reporting, audit, and recovery requirements.

	110. Are mirrored, backup, or replicated records also maintained?	Yes. OpenTag maintains backup and replication mechanisms to support data availability, integrity, business continuity, and disaster recovery objectives. The platform is hosted within Google Cloud Platform (GCP) and utilizes cloud-based resilience capabilities, including backups, snapshots, replication mechanisms, and provider-level infrastructure redundancy. In addition, the platform architecture incorporates database replication and reporting replication services to support operational and reporting requirements. Critical operational records, including player account information, gaming transactions, betting transactions, balances, deposits, withdrawals, logs, audit records, and configuration data, are protected through backup processes and recovery point creation. Backup copies are retained in accordance with OpenTag's backup retention schedule, separated from the production environment, encrypted in transit and at rest, and subject to integrity validation. These measures ensure that critical records can be recovered and restored in the event of infrastructure failures, data corruption incidents, or other technical emergencies.
	111. Who manages the server?	OpenTag manages and administers its production systems, databases, access management processes, monitoring activities, backup procedures, and recovery processes. The underlying cloud infrastructure is provided and operated by Google Cloud Platform (GCP), while OpenTag remains responsible for the configuration, operation, maintenance, and security management of the platform components deployed within that environment.

	112. What security, access control, monitoring, and business continuity measures apply?	OpenTag applies a layered security model governed by its Information Security Management System (ISMS). Security measures include: • Role-based access control; • Least-privilege and need-to-know access principles; • Formal access provisioning, modification, review, and revocation procedures; • Multi-factor authentication and secure authentication controls where applicable; • Encryption of data in transit and at rest; • Network segregation, firewall protections, VPN-secured administrative access, and cloud security controls; • Security logging, monitoring, auditing, and alerting mechanisms; • Vulnerability management and security assessments; • Backup and disaster recovery procedures; • Periodic backup restoration testing and disaster recovery exercises; • Continuous monitoring of backup success, retention status, and operational events. Business continuity measures include automated backups, recovery point restoration capabilities, replication mechanisms, integrity validation, documented recovery procedures, recovery testing, and auditable recovery records designed to ensure the availability, integrity, and recoverability of critical operational data.
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APPENDIX A1

Game category	Provider	Outcome method	RTP / payout basis
Slots	3Oaks		96
Crash	Aviatrix		96, 97
Live casino	BetGames		94, 96, 98
Slots	BluePrint		92, 94, 96
Slots	Booming		94, 96
Live casino	Ezugi		96, 97, 98
Slots	Gameart		94, 96, 98
Slots	Hacksaw		94, 96
Slots	Irondog		94, 96
Slots	Jili		96
Slots	Koala Games		94, 96
Slots	Microgaming		94, 96
Live casino	Microgaming Live		96, 98, 99
Crash	Million Games		94, 96, 98
Slots	Novomatic		94
Live casino	OneTouch		94, 96, 98
Slots	PETERANDSONS		94, 96
Slots	PlayNGo		94, 96
Slots	Playtech		90, 92, 94, 96, 98
Live casino	Playtech live		96, 98, 99
Slots	Playzia		94, 96
Slots	Quickspin		94, 96
Slots	RubyPlay		94, 96
Live casino	Skywind		96, 97
Crash	Smartsoft		94, 96, 98
Crash	Spribe		96
Slots	Winfat		92, 94, 96
Slots	YGG		94, 96
Live casino	Evolution		96, 97, 98, 99
Slots	RedTiger		96
Slots	Netent		94, 96
Slots	BTG		96

APPENDIX B

Terms and Conditions

Sunstar Impact N.V. is a company established under the laws of Curacao, with registered address at Kaya Richard J. Beaujon Z/N and with Company Number 152448. Sunstar Impact N.V. is licensed by the Curacao Gaming Authority under License No. OGL/2024/418/0821.

Silversphere One Limited, registered under the laws of Cyprus with Registration Number HE 408595, is based at 3 Griva Digeni, Patsalos House, 5th Floor, Office 501, Larnaca, Cyprus, 6030. Silversphere One Limited operates as a payment agent, providing payment services on behalf of Sunstar Impact N.V.

These Terms & Conditions apply to you, and are binding upon you, if you Participate at 10bet.

By Participating, you agree that you have read and understood these Terms & Conditions and you acknowledge that these Terms & Conditions shall apply to you.

If you do not agree to any of these Terms & Conditions, you should stop using the Service immediately.

By marking the box labelled “I am at least 18 years old and have read and accept the Terms & Conditions and Privacy Policy” as part of the registration process, you agree to be bound by these Terms & Conditions, which include and are inseparably linked to our Privacy Policy, Responsible Gambling Policy, Betting Rules, Casino and Games Rules, General Promotion Terms and other promotion-specific terms relevant to your Participation.

You are bound by the Terms & Conditions in any event if you use the Service, including, but not limited to, initiating or making a deposit through the Service or submitting your deposit details to us.

Changing the terms of use

10bet reserves the right to make changes to the Terms & Conditions at any time. We will ensure that any significant changes to the Terms & Conditions will be notified to you by an appropriate method (for example, by email or via a notice on the Website) before such changes come into effect. It is your responsibility to ensure that you agree with any significant changes made to the Terms & Conditions and your continued use of the Website will be deemed to be your acceptance of any changes that we may make.

1. Definitions

In these Terms & Conditions:

“10bet” means the brand and all products offered ‘Online’ (accessed via a computer or laptop) via www.10bet.com and ‘Mobile’ (accessed via a mobile phone or tablet) and other similar URLs used from time to time. This includes: Sports, Live Betting, Virtuals, Casino, Games and Live Casino.

“The Group” means the Operator or any entity associated with the Operator, including third-party service providers of the Operator.

“Closed Account Customer” means a person whose registered account has been closed, de-registered or excluded by either us or you;

“Customer/s” mean(s) a Registered Customer or a Closed Account Customer;

“Intellectual Property” means trademarks and trade names, whether registered or not, including trade mark applications and registered trademarks, with the goodwill which attaches in such trade names and trademarks, domain names, getup, trade dress and trading style, including without limitation as presented in websites; domain name registrations and any variations thereof now and in the future; any copyright in the getup, trade dress or trading style, any right or license under copyright to use such getup, trade dress or trading style, any software code, architecture of software, look and feel of software, or any other intellectual property, owned by or licensed to us, in each case in any part of the world.

“Offering” means any and all games / offerings by 10bet.

“Operator” means the operator of the Website.

“Participate” means any of the conduct described in section 4 below, including visiting 10bet, playing on any part of the Offering or using our Website in any manner whatsoever.

“Registered Customer” means a person who has successfully registered an account with us in the manner described in clause 4 and the account is considered ‘open’.

“Service” means the availability and provision of the Website that enables you to Participate.

“we/us/our” means the Operator together with (where context permits) its holding companies, Affiliates and/or associated companies.

“Website” means www.10bet.com and other similar URLs used from time to time.

“You/Your”, also referred to as “Customer”, means any person who enters 10bet and Participates in any part of the Offering provided by 10bet.

2.About 10bet

10bet is a brand managed by the Operator.

The Customer 'Gaming Contract' is held with the Operator and is entered into upon the successful registration of an account at 10bet.

3. Your Participation at 10bet

3.1. Restrictions

You may only Participate at 10bet if you are over 18 years of age.

It is illegal to Participate at 10bet if you are under 18 years of age.

We do not warrant the legality of your Participation at 10bet in terms of the laws of jurisdiction in which you are located.

For various legal or commercial reasons, we do not permit accounts to be opened by, or used from, customers based or residing in certain jurisdictions, including, but not limited to: Afghanistan, Aruba, American Samoa, Australia and its territories, Belgium, Brazil, Bulgaria, China, Colombia, Cuba, Curacao, Czech Republic, Denmark, Estonia, French Republic and its territories, Germany, Greece, Guam, Hong Kong, Hungary, Iran, Iraq, Ireland, Israel, Italy, Jordan, Kenya, Lebanon, Libya, Macau, Malaysia, Mozambique, Myanmar (Burma), Netherlands, Nigeria, North Korea, Northern Marianas Islands, Pakistan, Palestinian Authority, Portugal, Puerto Rico, Romania, Rwanda, Senegal, Singapore, Slovakia, Slovenia, South Africa, Spain, Sudan, Switzerland, Sweden, Syria, Taiwan, Tanzania, Turkey, United Kingdom and Crown Dependencies, United States of America, United States Minor Outlying Islands, United States Virgin Islands, Vatican City, Yemen, Zimbabwe.

Any person who is knowingly in breach of this section 3.1, including any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your location or place of residence, or by making bets or wagers using the Website through a third party or on behalf of a third party is in breach of these Terms & Conditions. You may be committing fraud and may be subject to criminal prosecution.

3.2. Acceptance

By accepting these Terms & Conditions you are fully aware that there is a risk of losing money when gambling and you are fully responsible for any such loss. You agree that your Participation at 10bet is at your sole option, discretion and risk. In relation to your losses you shall have no claims whatsoever against 10bet or any partner, or respective directors, officers or employees.

3.3. Eligible Customers

You may not Participate at 10bet if you, or a member of your household, is or was during the past three (3) years, employed by the Operator or any entity associated with the Operator, including third-party service providers of the Operator.

3.4 Access and Use of Website

Access to 10bet is permitted on a temporary basis, and we reserve the right to withdraw, suspend or amend any aspect or feature of the Website without notice. If the need arises, we may suspend access to parts of our Website or the entire Website for maintenance purposes. We will not be liable if, for any reason, our Website is unavailable at any time or for any period.

We may, in our absolute discretion, change the content (including betting products or elements of the betting product) of our Website at any time (provided such changes do not affect games and/or bets already in progress). You shall use the Website for your own personal and non-commercial use only and shall not be allowed to provide access or reproduce the Website or any part of it in any form whatsoever without our express consent, including creating links to it.

You shall not use the Website for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offence.

You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website.

You are solely responsible for making all arrangements necessary for you to have access to the Website. We will not be liable for any losses caused to you by the internet or any telecommunications service provider which you have engaged in order to access the Website.

If you want to report an error or have any questions, please contact the 'Customer Support Team'.

3.5. Identification Documentation

To participate at 10bet, you are required to enter your personal details during the account registration process. Personal details include, but are not limited to: first name, surname, address, date of birth etc. The 'Know Your Client' procedure will be carried out in terms of the legislative requirements.

You will be required to send documents proving your age and address. Acceptable identification documentation includes, but is not limited to:

1. copy of a valid photographic identification document, such as a Passport, ID or Driver's License;
2. copy of a recent utility bill confirming residence, such as an electricity bill, telephone bill etc. (important: the utility bill must not be older than 6 months); and

3. copy of a recent credit / debit / bank account statement (note: the account statement must relate to a financial method used and must not be older than 6 months).

3.6. Age Verification Policy and Identification

The payment of a withdrawal request will only be made to a Registered Customer. You hereby authorise us and our designated agents, as and when we require, to confirm your identity and to clarify your right to use, and the source of, the money that you have wagered at 10bet.

We may withhold any funds in your 10bet Customer account until your age is successfully verified. If, on completion of the age verification process, you are found to be underage, 10bet will return to you any deposits made on the account, having voided all winnings and/or bonuses.

3.7. Risk

You accept that your Participation at 10bet is at your sole option, discretion and risk. Further, you agree that your Participation at 10bet is for your own personal entertainment and non-professional use and that you are acting on your own behalf.

3.8. Acceptable Use

You represent, warrant and agree that you will comply with all applicable laws, statutes and regulations in relation to your use of the Website and the Service. We are not responsible for any illegal or unauthorised use of the Website or the Service by you. By accepting these Terms & Conditions you agree to assist us, to the extent that you are able, with the compliance with applicable laws and regulations.

4. Your account

4.1. Single Account

Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person, family, household, address (postal or IP), email address, Access Device or any environment where Access Devices are shared (e.g. schools, workplaces, public libraries etc) and/or account in respect of the Services. Any other accounts which You open with us, or which are beneficially owned by You in relation to the Services shall be "**Duplicate Accounts**". We may close (at our sole discretion) any Duplicate Account.

4.2. Accuracy

You are required to keep your registration details up to date at all times. If you change your address, e-mail, phone number or any other contact or personal information, please contact in order to update your account information. The name that you provide 10bet at registration must be identical to that listed on your government issued identification.

4.3. Password

The Customer account registration process requires you to choose your own user name and password combination. You must keep this information secret. Any actions carried out through your account will stand if your user name and password have been entered correctly. 10bet can bear no responsibility for unauthorized use or misuse of personal details.

4.4. Verification of Bank Details

If you use a credit/debit card and/or a financial/bank account for transactions at 10bet, the account/cardholder's name MUST be the same as the name you used when registering a 10bet account. Should the name you registered on the 10bet account and the name that appears on your credit/debit card and/or financial/bank account differ in any way, your account may be suspended. Should your account be suspended, we recommend that you contact for details regarding our verification process.

4.5. No liability

10bet shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with your Participation; including and without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the Offering or Website, its content or any errors or omissions in the Website's content.

4.6. Dormant / Inactive Accounts

10bet will consider an account to be dormant/inactive after a period of 6 months since the last account login. 10bet shall endeavour to contact the Customer prior to designating an account as Dormant. In case no response is received from the Customer within 7 days of the date on which 10bet has attempted to contact the Customer, the account will be designated as Dormant.

Once your Customer account has been designated as a Dormant account, 10bet shall be entitled to charge you a monthly administration fee of €5 (or the equivalent value of the Customer's chosen currency) (the "Administrative Fee"). The first Administrative Fee will be charged at the end of the 6th month after the last account login was recorded. 10bet will cease the deduction of any Administrative Fee should the Customer login into his account during the Dormancy period.

4.7. Account Transfers

The transfer of funds between individual accounts is strictly prohibited. It is prohibited for Customers to sell, transfer and/or acquire accounts to/from other Customers.

4.8. Interest

Any funds held in your Customer account shall not attract interest.

4.9. Account Suspension

10bet reserves the right to suspend, close or terminate your Customer account at its sole discretion, should you be suspected of:

- having unlawfully obtained winnings; or
- having violated these Terms & Conditions.

You will be notified of 10bet's decision via e-mail. During any suspension period, it will not be possible for you to unlock the account.

4.10. Account Closure and Temporary Suspension

If you wish to close your Customer account, please contact for assistance. Our Self-Exclusion, Cooling-off and Deposit limit procedures are summarised at clause 8.2 of these Terms & Conditions and are set out in detail in our Responsible Gambling Policy.

4.11. Change

10bet reserves the right to suspend, modify or remove or add content to the Website or Services at its sole discretion with immediate effect and without notice. We shall not be liable to you for any loss suffered as a result of any changes made or for any modification or suspension of or discontinuance of the Website or Services and you shall have no claims against 10bet in such regard.

5. Deposits and Withdrawals

5.1. Identification Checks

10bet must successfully receive and verify your identification documents, either via internal means or a third party, before you can make a Withdrawal from your account.

5.2. Credit Checks

10bet reserves the right to run external verification checks on all cardholders with third party credit agencies on the basis of the information provided on registration.

5.3. Records

It is the cardholder's responsibility to retain copies of transaction records and these Terms & Conditions as updated from time-to-time.

5.4. Withdrawals

The minimum withdrawal amount and the time that the withdrawal will take to process, are dependent on the payment method selected, as shown in Withdrawals. Upon Withdrawal request, we may, at our entire discretion, review play activity and confirm the player identification to comply with the “know your client” and anti-money laundering requirements. Further, these time frames are indicative of the regular timescale for internal payout confirmation in business days and represent estimates only.

All withdrawals will be processed back to the same payment method used to make a deposit to the account. As outlined in section 5.4, if a financial account and/or credit/debit card has been used to deposit funds, the name registered on the Customer account held with 10bet must correspond to the name registered on the financial account/card. In the case of a request to pay funds via Direct Bank Transfer, the acquiring bank account must be held in the same name as used during registration of the Customer account. 10bet reserves the right to require the use of the same payment method for withdrawal as was used to deposit, or a specific payment method at our own discretion.

Please note that withdrawals may experience a slight delay due to our identity verification process and certain deposit methods will require additional verification at time of Withdrawal. In the case of a withdrawal being made for the first time, a large withdrawal or changes being made to payment options, we may take additional security measures to ensure that you are the rightful recipient of the funds.

Where applicable, 10bet may, at its sole discretion, reverse/refund a Customer’s deposited funds instead of processing a withdrawal transaction via another or the same payment method.

The maximum Withdrawal amount for any given month (any 30-day period) is €20,000.00 or currency equivalent.

Only one (1) credit/debit card or bank transfer withdrawal per month (any 30-day period) is processed without an additional operational fee. Additional credit/debit card or bank transfer withdrawals may attract an additional operational fee of €5.

Please note that you are unable to withdraw unless you roll over your deposit at least 1 time on odds equal or greater than 1.1 prior to requesting the withdrawal.

Withdrawal Timeframes

Please note that the withdrawal timeframes vary depending on the payment method you choose, as follows:

- Bank Transfer – up to 10 banking business days;
- E-Wallets – up to 48 hours;

- Credit/debit Cards – up to 30 business days

Please note that withdrawals may experience a slight delay due to our identity verification procedure as outlined in section 3.5. and section 5.1. of these Terms and Conditions.

10bet shall not be liable or responsible for any withdrawal delay that is caused by events outside of its control and/or technical issues or other issues that might occur depending on the chosen withdrawal method and/or events depending exclusively on third parties such as but not limited to events depending on provider of chosen withdrawal method.

5.5. Deposits

The minimum deposit amount, and the time that the deposit will take to process, are dependent on the payment method selected, as shown in Deposits. Further, these time frames are indicative of the regular timescale for deposit confirmation in business days and represent estimates only.

In accordance with our anti-money laundering obligations (please see section 13.3), we reserve the right to raise queries or demand documentation related to the source of the deposited funds. If the provided information and/or documentation is not viewed as satisfactory, 10bet may suspend/terminate the Customer's account and pass on any necessary information to the relevant authorities.

You are not allowed to use credit or debit cards that are not registered in your name. Should 10bet detect or suspect that any other person is using the account except for You, then 10bet reserves the right to suspend or close the account and retain any funds in its absolute discretion.

5.6. Updating Payment Details

Updating or adding additional payment details for the sole purpose of making a withdrawal may only be done by contacting .

5.7. Error

A number of circumstances may arise where a bet or wager is accepted, or a payment is made, by us in error. Should funds be credited to a Customer's account or credited to a financial account and/or credit/debit card in error, it is the Customer's responsibility to notify 10bet of the error without delay. You will forfeit any bonus funds or winnings that result from any such error. In such a scenario, the stake or wager will be refunded to Your Account. We reserve the right to withhold all or part of your balance and/or recover from your account deposits, pay outs, bonuses, and any winnings that are attributable to said error.

5.8. Refunds

10bet is not liable for any lag, downtime, server disruptions, or any technical or political disturbance to the game play, or the event upon which bets are placed. Refunds, under such circumstances, may be given solely at the discretion of the 10bet. 10bet will always pursue what it deems to be the fairest solution in such cases.

A player may withdraw deposited funds that have been not wagered only upon request by contacting Customer Support at .

In circumstances where a player makes a deposit by mistake he/she can request a withdrawal by contacting Customer Support at .

In any other circumstances, refunds may be given solely at the discretion of 10bet.

The method(s) by which 10bet pays withdrawal is directly dependent upon the payment method(s) by which the player has submitted his/her deposit(s) in the past, and the amounts of those deposit(s).

In the event the player has spent the account balances in his/her own discretion the policies stipulated in this section are not applicable.

No claims against 10bet in such regard are viable.

6.Promotion Terms

6.1. Separate Terms and Conditions

10bet may, from time to time, offer promotions and/or competitions which are governed by separate terms and conditions. Any promotions, bonuses or special gifts credited to your account must be used in adherence with such terms and conditions.

10bet's promotion terms, which comprise part of these Terms & Conditions, may be found at General Promotional Rules

In the event and to the extent of any conflict between these Terms & Conditions and any promotion-specific terms and conditions, the promotion-specific terms and conditions shall prevail.

6.2. Right to Rescind

10bet reserves the right to withdraw any promotion, competition, bonus or special offer at any time.

7.Privacy Policy

10bet is committed to protecting and respecting your privacy. Further, the 10bet complies with all applicable data protection and privacy laws. If you do not understand how we handle or use the personal information you provide us, we recommend that you review our Privacy Policy.

Our Privacy Policy is inseparably linked to these Terms & Conditions and its acceptance is a prerequisite to account registration.

By agreeing to the migration of an existing account from another brand to the Operator, you hereby consent, in addition to the transfer of your account balance, to the transfer of your personal information, including your full name, date of birth, registered methods of deposit, contact information, contact records and details of past transactions and visits.

You hereby consent to receive marketing communications from the Operator in respect of its offerings by way of email, post, SMS and telephone notifications, (including auto-calling), any of which you may unsubscribe from at any time by contacting .

8.Responsible Gambling

8.1. Policy

10bet is committed to offering its Customers a fun and friendly online gaming experience, whilst also recognizing that gambling can cause problems for a minority of individuals. For this reason, 10bet actively supports Responsible Gambling and encourages its Customers to make use of its Responsible Gambling features so as to better manage their Customer account.

We refer to you our Responsible Gambling Policy for full details.

8.2. Self-Exclusion, Cooling-off and Deposit limits

You may, at any time, request a Self-Exclusion or Cooling-off from 10bet or limit your deposits. To view the various Self-Exclusion, Cooling-off or deposit limit options available, please refer to our Responsible Gambling Policy

10bet is committed to providing excellent customer service. As part of that pledge, 10bet is committed to supporting Responsible Gambling. Although 10bet will use all reasonable endeavours to enforce its Responsible Gambling policies, 10bet does not accept any responsibility or liability if you nevertheless continue gambling and/or seek to use the Website or Service with the intention of deliberately avoiding the relevant measures in place and/or 10bet is unable to enforce its measures/policies for reasons outside of 10bet's reasonable control.

9.Intellectual Property

You acknowledge and agree that all right, title and interest in the Intellectual Property is our absolute property or duly licensed to us. Any use of the Intellectual Property without our prior

written consent is not permitted. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, or tamper with the Intellectual Property in any manner whatsoever.

You acknowledge and agree that the material and content contained within the Offering and the Website is made available for your personal, non-commercial use only. Any other use of such material and content is strictly prohibited.

10.Interruptions in Play

10.1. No warranties

The Service, Offering and the Website are provided on an “as is” basis and to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Service, Offering or Website.

10.2. IT Failure, Malfunctions or Interruption

Where unexpected system flaws, faults or errors occur in the software or hardware which we use to provide the Website we will take immediate steps to remedy the problem. We do not accept any liability for IT failures which are caused by your equipment used to access the Website, or faults which relate to your internet service provider, computer malfunctions, failure of telecommunications services or internet connections, nor attempts by you to Participate at 10bet by methods, means or ways not intended by us.

In case of a misconfigured promotion or pay-table and/or error in gaming software in any way, 10bet reserves the right to alter Customer balances and account details to correct such mistakes. 10bet reserves the right to remove any part of the Offering from the Website at any time. Any part of the Offering that indicates incorrect behaviour affecting pay outs, game data or other balances, that may be due to misconfiguration or a bug, will be cancelled and removed from the Website. The Customer’s balances and account details may be altered in such cases in order to correct any mistake.

Further, live television and other broadcasts which are provided to you as part of any 10bet offering may be delayed, which will lead to others processing more up-to-date information in relation to such broadcasts. In the event of any particular information (score, time of game, etc.) being incorrect we assume no liability for this.

10.3. Viruses

Although we shall take all reasonable measures to ensure that the Website and Offering are free from computer viruses we cannot and do not guarantee that the Website and Offering are free of

such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus.

10.4. Service Suspension

We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but shall not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

10.5. Voided Bets

In the event of a system malfunction, all unconfirmed bets are void. We are not liable to you for any loss that you may incur as a result of such suspension or delay. To the extent that a voided 'won' bet results in your Customer account going into negative balance, we reserve the right to recover such amount from your account deposits, withdrawals, bonuses, and winnings.

11. Customer Service and Customer Complaints

11.1. Customer Service

You may contact Customer Service at any time by the following means:

- E-mail:
- LiveChat

11.2. Submission of Complaint

Customer complaints/claims of any nature must be submitted within 1 month after the issue occurring.

In order to ensure that your complaint/claim is directed to and investigated by the correct department, written communication must be submitted to 10bet via the following means:

- E-mail:

11.3. Information which Must be Included in any Written Communication with 10bet

To protect your privacy, all email communications between you and 10bet should be carried out using the email address that you have registered against your Customer account held with 10bet. Failure to do so may result in our response being delayed.

The following information must be included in any written communication with 10bet (including a Complaint):

- your username;

- your first name and surname, as registered on your Customer account;
- a detailed explanation of the complaint/claim; and
- any specific dates and times associated with the complaint/claim (if applicable).

Please note that any failure to submit written communication with the information outlined above may result in a delay in our ability to identify and respond to your complaint/claim in a timely manner. Upon receipt, we will endeavor to reply to your communication within 72 hours. Further, best efforts will be made to resolve any reported matter promptly and, at a maximum, within one month.

11.4. Collusion, Cheating, Fraud And Criminal Activity

Collusion, cheating, fraud and criminal activity includes but is not limited to:

- Colluding with third parties;
- Using unfair advantage or influence (commonly known as cheating), including the exploitation of a fault, loophole or error in our software, the use of automated players (sometimes known as 'bots');
- Undertaking fraudulent or illegal activities, including but not limited to the use of a stolen, cloned or otherwise unauthorized credit or debit card, as a source of funds;
- Taking part in any criminal activities including, but not limited to, money laundering;
- Transferring of funds from one player account to another; and/or
- Conducting account fraud, use of Duplicate Accounts, manipulation of our software or Website, exploitation of loopholes or other technical forms of abuse or other behaviour which amounts to deliberate cheating.

We will take all reasonable steps to prevent such activities; detect them and ensure that the relevant players are dealt with appropriately. We may report knowledge or suspicion of an offence to the relevant authorities, we may suspend or close Your Account, confiscate your Winnings and any Bonus Funds (which shall be forfeited by you) and in certain cases, block access to all funds until further notice. We will not be liable for any loss or damage which you or any other player may incur as a result of any of the behaviour outlined in this Section and any action we take in respect of the same will be at our sole discretion.

If We suspects that You have engaged or attempted to engage in any illegal, fraudulent, dishonest or improper activity while using the 10bet Services, including without limitation, using stolen credit cards, participating in game manipulation, or any other unlawful activity (including but not limited to any chargeback, other payment reversal, or money laundering) 10bet shall be empowered to

take such action as it deems appropriate, including blocking access to the Website, suspending and/or closing Your Account, forfeiting all money held in Your Account and sharing this information (together with disclosing Your personal details) with other online gambling facilities, financial institutions, relevant authorities and/or any person or entity that is legally authorized to be aware of such information.

Should you ever suspect that a Customer is colluding with another Customer or cheating in any way, please notify 10bet via the means of communication listed in the above Customer Complaints procedure (set out at section 11).

12. Indemnity and Limitation of Liability

12.1. Indemnity

You hereby agree to indemnify and hold harmless us, our directors, officers, employees, shareholders, agents and affiliates, our ultimate parent and parent companies and any of our subsidiaries against any and all costs, expenses, liabilities and damages (whether direct, indirect, special, consequential, exemplary or punitive or other) arising from any Participation by you, including without limitation:

- Visiting, use or re-use of the Website;
- Use or re-use of the Website by means of telecommunication services;
- Use or re-use of any materials at, or obtained from, the Website or any other source whatsoever;
- Entry to, use or re-use of the Website server;
- Facilitating or making a deposit into your account at 10bet;
- Wagering or gaming at 10bet through any delivery mechanism offered;
- Acceptance and use of any winnings or prize at or from 10bet.

12.2. Limitation of Liability

The total liability of our directors, officers, employees, shareholders, agents and affiliates, our ultimate parent and parent companies and any of our subsidiaries to you in contract, tort, negligence or otherwise, for any loss or damage howsoever arising from any cause, whether direct or indirect, or for any amounts (even where we have been notified by you of the possibility of such loss or damage) shall not exceed the value of the bets and/or wagers you placed via your account in respect of the relevant bet/wager or product that gave rise to the relevant liability.

12.3. Links

10bet shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage arising from or in any way connected with your use of any link contained on the Website. We are not responsible for the content contained on any internet site linked to/from the Websites or via the Services.

12.4. Negligence

Nothing in these Terms & Conditions will operate so as to exclude any liability of the Operator for fraud, death or personal injury that is caused by the Operator's negligence.

13.10bet Not a Financial Institution

13.1. No legal or tax advice

10bet does not provide advice regarding tax and/or legal matters. Customers who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors.

13.2. No arbitrage

You are strictly prohibited from utilizing 10bet and its systems to facilitate arbitrage through currency exchange transactions or otherwise. Where 10bet deems that you have deliberately used the systems for financial gain through arbitrage, any gains will be forfeited and deducted from your balance without warning or notification.

13.3. Anti-Money Laundering & Counter Terrorist Financing

We may check any transactions made by players on our Website in order to prevent money laundering and all other illegal activity. You are strictly prohibited from using 10bet and its systems to facilitate any type of illegal money transfer. You must not use the Website for any unlawful or fraudulent activity or prohibited transaction (including, but not limited to, money laundering proceeds of crime and/or the funding of terrorism). If 10bet suspects that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering and/or terrorism funding activities or any conduct which violates these Terms & Conditions, your access to 10bet will be terminated immediately and your account may be blocked. If your account is terminated or blocked under such circumstances, 10bet may withhold all funds in the relevant account(s).

In addition, 10bet shall be entitled to inform the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institution of your identity and of any suspected unlawful, fraudulent or improper activity.

Furthermore, in light of 10bet's commitments against Money Laundering and Terrorist Funding, You hereby warrant that:

1. the name and address You supply when opening Your Account are correct; and
2. You are the rightful owner of the money which You at any time deposit in Your Account.

By agreeing to the Terms of Use You authorise 10bet to undertake any such verification checks as required in terms of the Legislation and from time to time as we may require ourselves or may be required by third parties to confirm these facts (the "Checks"). You agree that from time to time, upon our request, You may be required to provide additional details in respect of any of such information You have provided us, including in relation to any deposits which You have made into Your Account.

To complete our checks, we will ask will ask you to provide the following:

- Valid passport, national identity card or driving license;
- Utility bill (e.g. gas, electric, council tax, bank or building society statement,) not older than six months
- Proof of ownership of payment method – depending on the deposit method used, this may include a copy of the credit card used, screen shot of the e-wallet or a recent bank statement; not older than six months

*We may also ask for any other documents that we consider necessary in order to complete our Checks.

Additionally, you may be required to provide information in relation to your source of funds and source of wealth. This includes supplying a source of wealth declaration and any supporting documentation as to the declared source of wealth, including but not limited to, bank statements and payslips. We retain the right to lock your player account and suspend any further deposits and/or withdrawals, if you fail to provide us with the information and documentation requested.

* In certain circumstances we may have to contact You and ask You to provide further information to us directly in order to complete the Checks. You may, at any point, be required to provide a live photo of You holding the Identification Documentation. Where we are unable to complete these Checks using the Identification Documentation provided, we may require that you provide us with a notarised ID or any equivalent certified ID according to the applicable law of Your jurisdiction. Until such information has been supplied to our satisfaction we may prevent any activity to be undertaken by You in relation to the Account or we may, where we reasonably believe that deliberately incorrect information has been provided by You or there's a suspicion of Money Laundering and/or Terrorist Financing , keep any amount deposited on the Account following the closure of the Account by us.

By agreeing to this Terms, you authorize us to undertake such Checks to confirm your identity and contact details in order to prevent money laundering. Furthermore, we reserve the right to delay or withhold any payment to/from Your Account until we are satisfied with our Checks.

14.Termination/Suspension of Account

10bet hereby reserves the right to cancel your account for any reason whatsoever at any time without notifying you. Any balance in your account at the time of such a cancellation will be credited to your credit/debit card or financial account.

Without limiting the above mentioned, we hereby reserve the right, at our sole discretion, to cancel or suspend your account (notwithstanding any other provision contained in these Terms & Conditions) where we have reason to believe that you have engaged or are likely to engage in any of the following activities:

1. If you have more than one account at 10bet;
2. If the name registered on your 10bet account does not match the name on the financial/bank account and/or the credit/debit card(s) used to make deposits on the said 10bet account;
3. You become bankrupt;
4. If you provide incorrect or misleading information while registering a 10bet account;
5. If you attempt to use your Customer account through a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your citizenship, location or place of residence, or by making bets or wagers using the website through a third party or on behalf of a third party;
6. If you are not over 18 years old;
7. If you have allowed or permitted (whether intentionally or unintentionally) someone else to Participate using your 10bet account;
8. If you have played in tandem with other Customer(s) as part of a club, group, etc., or placed bets or wagers in a coordinated manner with other Customer(s) involving the same (or materially the same) selections;
9. If 10bet has received a "charge back" and/or a "return" notification via a deposit mechanism used on your account;
10. If you have failed our Enhanced Due Diligence, or are found to be colluding, cheating, money laundering or undertaking any kind of fraudulent activity; or

11. If it is determined by 10bet that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots) designed specifically to defeat the gaming system.

If 10bet closes or suspends your Customer account for any of the reasons referred to in this section, you shall be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by 10bet (together "Claims") arising therefrom and shall indemnify and hold 10bet harmless on demand for such Claims.

If We have reasonable grounds to believe that you have participated in any of the activities set out in this section, then we reserve the right to withhold all or part of the balance and/or recover from your account deposits, payouts, bonuses, any winnings that are attributable to any of the practices contemplated above. In such circumstances, your details will be passed on to any applicable regulatory authority, regulatory body or any other relevant external third parties. The rights set out here are without prejudice to any other rights that we may have against you under these Terms & Conditions or otherwise.

15. Other

15.1. Entire Agreement

These Terms & Conditions represent the complete, final and exclusive agreement between you and 10bet and supersede and merge all prior agreements, representations and understandings between you and 10bet in regard to your Participation at 10bet.

15.2. Amendments to Term & Conditions

10bet hereby reserves the right to amend these Terms & Conditions, or to implement or amend any procedures, at any time. A notification message advising that changes have been made to our Terms & Conditions will appear upon a Customer's next login to the 10bet Website and the Customer is required to accept the changes to the Terms & Conditions before being able to continue to Participate at 10bet.

15.3. Final Decision

In the event of a discrepancy between the result showing on the Website or Offering and the 10bet server software, the result showing on the 10bet server software shall be the official and governing result.

15.4. Tax

You are solely responsible for any applicable taxes on any prizes and/or winnings that you collect from 10bet.

15.5. Force Majeure

10bet shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the gaming contract that is caused by events outside of our reasonable control.

15.6. No agency

Nothing in these Terms & Conditions shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

15.7. Severability

If any of the Terms & Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, 10bet's original intent.

15.8. Explanation of Terms and Conditions

We consider these Terms & Conditions to be open and fair. Should you need any explanation regarding these or any other part of our Service, please contact

The English version of these Terms & Conditions and English versions of any terms and conditions take priority over the versions in other languages.

The Terms & Conditions prevail over any communication via email, chat or phone.

Please note that all correspondence and telephone calls may be recorded.

15.9. Assignment

These Terms & Conditions are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to you.

Last updated: 18.08.2025

APPENDIX C

Customer Complaints Policy

1.Submission of Complaint

Customer complaints/claims of any nature must be submitted within six (6) months after the issue occurred or as of the settlement of the bet. For in-running sports betting, we recommend submitting complaints promptly due to the short-lived availability of certain data. In P2P games (such as poker) or ante post fixed odds bets, the six-month period begins after the conclusion of the event.

Complaints must be submitted using the official Complaints Submission Form available on the Website. Please note that the submission and processing of complaints is provided free of charge to all customers.

You have the right to lodge a complaint concerning any aspect of your relationship with 10bet or any incident arising from your participation in a game of chance. This includes, but is not limited to, complaints relating to: (1) Deposit-related issues, (2) Withdrawal-related issues, (3) Bonus terms and conditions, (4) Account closures or restrictions, (5) Alleged errors or perceived unfairness in game outcomes, (6) Responsible gaming concerns, including self-exclusion and cooling-off implementation, (7) Handling and treatment of customer balances, (8) Transaction History or Bet Settlement Accuracy, (9) Know Your Customer (KYC) and account verification processes, (10) Data protection and privacy matters, (11) Technical malfunctions or software-related problems, (12) Anti-Money Laundering (AML) compliance or suspicions, (13) Incidents involving minors, (14) Use of fraudulent or unlicensed games, (15) Allegations of fraudulent behaviour or practices, (16) Breaches of licensing or regulatory requirements, (17) Unfair, unclear, or misleading terms and conditions or (18) Unauthorised Account Access or a Security Breach.

Customers are encouraged to raise complaints as early as possible to facilitate a timely and effective resolution. All complaints will be handled with fairness, objectivity, and in accordance with the procedures and timelines set out in this Policy.

2.Information Which Must be Included in Any Written Communication with 10bet

To protect your privacy, all email communications between you and 10bet should be carried out using the email address registered on your Customer account held with 10bet. Failure to do so may result in our response being delayed.

10bet shall only consider complaints submitted directly by registered customers. In the first instance, all complaints must be directed to our customer support team via the following means:

- E-mail: help@10bet.com
- LiveChat

Please ensure that all mandatory fields in the Complaint Submission Form are completed accurately and in full to facilitate the prompt and efficient handling of your complaint.

Please note that any failure to submit written communication with the information outlined in the Complaint Submission Form may result in a delay or inability to identify and respond to your complaint/claim in a timely manner.

Supporting documentation may be requested by 10bet to facilitate the investigation. All documentation requests will be reasonable and relevant to the nature of the complaint.

Upon receipt of your complaint, 10bet will confirm acknowledgement in writing within two (2) days for Responsible Gambling complaints and within seven (7) days for all other types of complaints. This confirmation will include an explanation of how your complaint will be processed and an indication of the average resolution timeline for the type of complaint submitted. Best efforts will be made to resolve all matters promptly and within the stated maximum timeframes below:

- five (5) business days (for responsible gambling complaints)
- four (4) weeks (for all other types of complaints)

If we need more time to make a reasonable and informed decision regarding responsible gambling complaints, we will notify you of the delay, which shall not exceed two (2) weeks.

If a delay is due to a lack of or a slow response from you, the resolution period may be extended by no more than a further:

- two (2) weeks (for Responsible Gambling complaints)
- four (4) weeks (for all other types of complaints)

Final resolution of the complaint will be communicated to you in writing. If the complaint is rejected, the reasons will be clearly explained to you. If you are not satisfied with the resolution of the complaint, you may escalate the matter to our designated Alternative Dispute Resolution (ADR) provider.

3.Alternative Dispute Resolution

If you are not satisfied with 10bet's final decision regarding your complaint, you may escalate the matter, free of charge, to our designated and CGA certified ADR Provider¹ in accordance with our ADR Policy.

The ADR procedure is available under the following conditions:

¹ disputes@egus-adr.com

- you must have completed the internal complaints process and received a final written determination from 10bet;
- the complaint must have been submitted within the required timeframe as detailed in this Policy;
- ADR may only be initiated by the registered account holder;
- ADR may not be initiated in cases where the player has voluntarily withdrawn or otherwise discontinued participation in a previously initiated ADR process;

To escalate a dispute to the ADR provider you must:

- notify 10bet in writing of your intent to escalate the matter to the ADR provider.
- lodge your complaint with our designated ADR provider within five (5) calendar days of receiving 10bet's final written decision on your complaint.
- submit to the ADR provider all relevant information, supporting evidence, and correspondence. Incomplete submissions may delay the resolution process or result in dismissal of the case.
- fully engage with the ADR provider throughout the process, including responding to information requests, clarifying your claims, and attending to any timelines communicated. Lack of cooperation or unreasonable delay may result in the complaint being closed without a decision.
- retain copies of all communications with both 10bet and the ADR provider, including your original complaint submission, responses received, and final decisions. These records may be required in the event of further regulatory review or legal proceedings.

Once your complaint is formally submitted to our designated ADR provider, the following procedure shall apply:

- the ADR provider will assess whether the complaint is within its scope of review and meets all eligibility requirements (e.g. submission timeline, documentation completeness, complaint type). You will be informed whether the case has been accepted.
- if accepted, the ADR provider will conduct an impartial and independent review of the complaint, considering the evidence and documentation provided by you, 10bet's internal complaint records and response, applicable terms, policies, and regulatory requirements. The ADR provider may request further information from either party. Both parties are expected to cooperate fully and without undue delay, within the timeframe stipulated by the ADR provider. The method of resolution may be either:

- Mediation – a facilitated negotiation aiming for mutual agreement.
- Adjudication – a formal review leading to a binding decision.
- the ADR provider will aim to resolve complaints as efficiently as possible, within ninety (90) calendar days, unless the case is particularly complex or delayed by unresponsiveness from either party. In such cases, the resolution period may be extended by an additional month.
- The ADR provider will issue a final decision in writing, outlining the facts reviewed, the decision reached, and any remedies awarded (if applicable).

The ADR provider's decision is binding on 10bet but not on the customer, who retains the right to pursue legal remedies through the courts. Once the ADR process is concluded, it cannot be restarted or referred to another ADR provider. If a customer withdraws from the ADR process after it has commenced, they may not reopen the same dispute in the future.

4. Customer's right to contact CGA

CGA does not intervene in or resolve individual customer complaints relating to gambling transactions, disputes, or outcomes that occur on the Website. These matters must be addressed through 10bet's internal complaints process and, where necessary, through the certified ADR mechanisms. Provided that 10bet and/or the ADR provider has followed the proper procedures, the CGA will not review or overturn decisions made in the context of an individual complaint, unless there is reason to believe that the matter was inadequately handled.

Notwithstanding the above, 10bet shall not prevent or discourage you from contacting the CGA directly regarding broader issues, including but not limited to:

- Allegations of malpractice;
- Breaches of license conditions;
- Whistleblowing concerns or misconduct.

Complaint Submission Form

Please complete all sections of this form in full. All information provided must match the details registered on your customer account. Incomplete submissions may delay the processing of your complaint.

Section 1: Customer Information

Username (as registered): ____

First Name: ____

Surname: ____

Account Number (if applicable): ____

Email Address (linked to account): ____

Contact Number: ____

Address: ____

City/Town: ____ Postal Code: ____

Country of Residence: ____

Section 2: Complaint Details

Date of Complaint Submission: ____/____/____

Date of Incident Being Reported: ____/____/____

Category of Complaint *(Please select one or more)*:

- ☐ Deposit Issues
- ☐ Withdrawal Issues
- ☐ Bonus Terms and Conditions
- ☐ Account Closure/Restrictions
- ☐ Game Outcome or Error
- ☐ Responsible Gaming
- ☐ Customer Balance Handling

- ☐ Transaction History or Bet Settlement Accuracy
- ☐ KYC/Verification

- ☐ Data Protection
- ☐ Technical or Software Issues
- ☐ AML Concerns
- ☐ Minor Involvement
- ☐ Fraudulent Games or Practices
- ☐ License or Regulation Concerns
- ☐ Unfair Terms and Conditions
- ☐ Unauthorised Account Access / Security Breach
- ☐ Other (please specify): _____

Section 3: Description of Complaint

Please provide a clear and detailed explanation of your complaint, including all relevant facts, context, and supporting information (attach additional documents/screenshots if applicable.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface. There is no handwriting or other markings on the paper.

By submitting this form, I confirm that the information provided above is accurate and complete to the best of my knowledge, and that I am the registered account holder associated with this complaint. I understand that 10bet will review this complaint in accordance with its Customer

Complaints Policy and may request additional information if required. I further confirm that I have read and explicitly accept the terms of the Customer Complaints Policy.

Signature:

Date:

____/____/____