

Final Enterprises N.V.

OPERATIONS MANUAL

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1. Introduction

This Operations Manual has been prepared by Final Enterprises N.V. in accordance with Article 5.9 of the National Ordinance on Games of Chance (LOK), to provide a comprehensive overview of the operational, technical, compliance, and governance framework supporting the operation of its online gaming platforms.

The purpose of this Manual is to document the policies, procedures, systems, controls, and responsibilities implemented by Final Enterprises N.V. to ensure the safe, secure, fair, and compliant provision of online casino and sportsbook services. This Manual serves as a central reference document for employees, management, and regulatory authorities regarding the day-to-day operation of the business.

1.1. Scope

This Operations Manual applies to all activities conducted by Final Enterprises N.V. in connection with the operation of the online gaming platforms, including sportsbook and casino products, customer account management, payment processing, responsible gaming measures, anti-money laundering controls, customer support operations, technical infrastructure, supplier management, complaint handling, and regulatory reporting.

The Manual applies to all directors, officers, employees, contractors, and consultants acting on behalf of Final Enterprises N.V. in connection with the operation of its licensed gaming activities.

Where detailed procedures are maintained in separate policies or operational documents, this Manual provides a summary of the relevant controls and references the applicable supporting documentation.

1.2. Company Overview

Final Enterprises N.V. is a Curaçao incorporated online gaming operator offering sportsbook and casino products under the brands Betfinal, Cosmoswin and Betistar. The Company offers a broad portfolio of gaming products, including sportsbook betting, casino games, live casino, and other approved gaming products through secure online platforms.

The Company is committed to maintaining the highest standards of integrity, player protection, regulatory compliance, responsible gaming, and operational excellence. Through the implementation of robust governance structures, technical safeguards, compliance controls, and customer protection measures, Final Enterprises N.V. seeks to provide a safe and transparent gaming environment for its customers.

1.3. Regulatory Framework

The Company operates in accordance with all applicable laws, regulations, licence conditions, and regulatory guidance, including but not limited to:

- The National Ordinance on Games of Chance (LOK);
- Curaçao Gaming Authority (CGA) requirements and directives;
- Applicable Anti-Money Laundering and Counter-Terrorist Financing legislation;
- Responsible Gaming obligations;
- Data protection and privacy requirements;
- Internal policies and procedures approved by the Board of Directors.

Compliance with these requirements is monitored on an ongoing basis by the Company's Compliance Officer and reviewed periodically by senior management and the Board of Directors.

2. Corporate Structure and Governance

Final Enterprises N.V. is a company incorporated in Curaçao and is the holder of the gaming licence number OGL/2024/420/0675 under which the Company's online gaming activities are conducted. As the licensed entity, Final Enterprises N.V. bears ultimate responsibility for ensuring compliance with all applicable laws, regulations, licence conditions, and regulatory directives issued by the Curaçao Gaming Authority (CGA).

Final Enterprises N.V. operates and manages the online gaming brands Betfinal, Cosmoswin and Betistar, offering sportsbook and casino products to eligible customers through its online gaming platforms.

The Company is responsible for the implementation and oversight of all regulatory, operational, technical, anti-money laundering, responsible gaming, customer protection, and recordkeeping requirements applicable to its licensed activities. Final Enterprises N.V. maintains oversight of all outsourced functions and third-party service providers to ensure that all activities are conducted in accordance with applicable legal and regulatory requirements.

2.1. Operational Service Provider

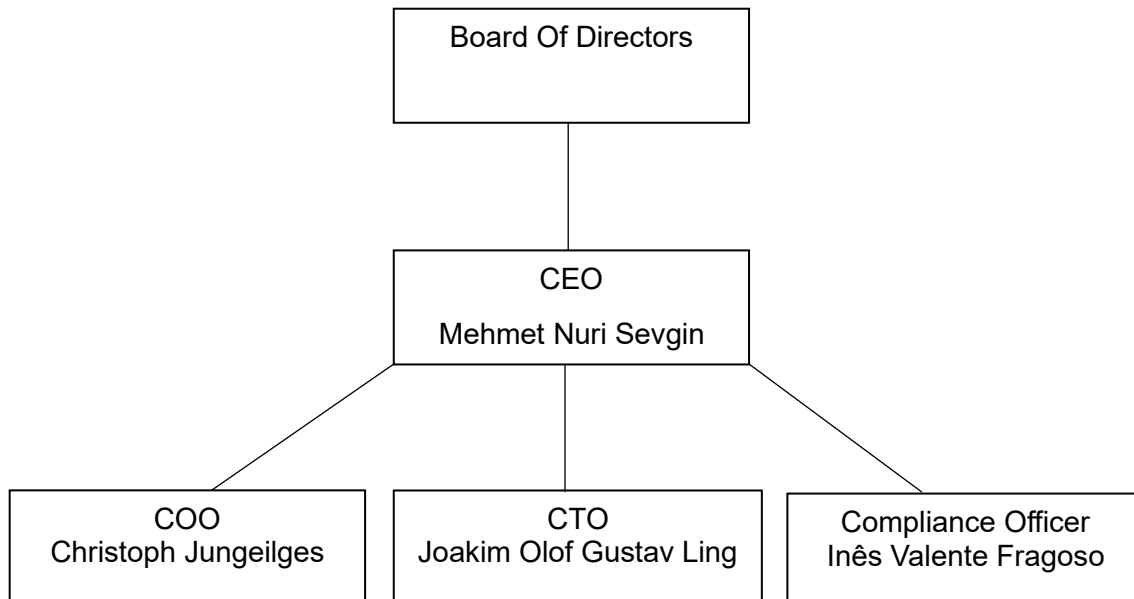
Netglenn Limited is a wholly owned subsidiary of Final Enterprises N.V., incorporated in Cyprus forming part of the same corporate group.

The services provided by Netglenn Ltd. include customer support coordination, marketing support, administrative services, supplier management, payment operations support, and other business support functions necessary for the efficient operation of the Company's gaming activities.

Notwithstanding any delegation of operational functions, Final Enterprises N.V. remains fully responsible and accountable as the licensed operator for compliance with all applicable laws, regulations, licence conditions, and directives issued by the Curaçao Gaming Authority (CGA).

The relationship between Final Enterprises N.V. and Netglenn Ltd. is governed by formal intra-group service arrangements that define the scope of services, reporting obligations, compliance responsibilities, and oversight mechanisms applicable to both entities.

2.2. Organization Chart



2.3. Management Structure

Position	Name	Responsibilities
CEO	Mehmet Nuri Sevgin	Provides overall strategic leadership, oversees business performance and growth, and ensures the execution of Board-approved objectives.
COO	Christoph Jungeilges	Oversees day-to-day operations, resource planning, operational performance, and the implementation of business strategy across the organization.
CTO	Joakim Olof Gustav Ling	Oversees technology strategy, system security, infrastructure management, and the development of scalable and reliable gaming platforms.
Compliance Officer / MLRO / RGO	Inês Valente Fragoso	Oversees regulatory compliance, anti-money laundering and counter-terrorist financing controls, responsible gaming measures, compliance risk assessments, staff training, internal investigations, and engagement with regulatory authorities.

2.4. RACI Matrix

Activity	Board Of Directors	CEO	COO	CTO	Compliance Officer / MLRO / RGO
Corporate Strategy	A	R	C	C	C
Regulatory Compliance Framework	I	C	I	I	A/R
AML/CTF Compliance	I	I	I	C	A/R
Suspicious Activity Reporting	I	I	I	C	A/R
Responsible Gaming Programme	I	C	I	I	A/R
Self-Exclusion Management	I	I	C	I	A/R
Customer Complaints Handling	I	I	R	I	A
ADR Escalations	I	I	C	I	A/R
Customer Due Diligence (KYC)	I	I	R	C	A
Sanctions and PEP Screening	I	I	R	C	A
Fraud Monitoring and Investigations	I	C	R	C	A
Payment Operations Oversight	I	C	A/R	I	C
Supplier Due Diligence	I	I	R	C	A
New Supplier Approval	I	A	R	C	C
Technical Infrastructure Management	I	I	C	A/R	I
Cybersecurity Controls	I	I	I	A/R	C
Data Protection Controls	I	C	I	R	A
System and Operational Change Controls	I	C	C	A/R	C
Incident Management	I	C	R	R	A
Regulatory Reporting to CGA	I	C	I	I	A/R
Recordkeeping and Document Retention	I	I	R	C	A
Business Continuity Planning	I	A	R	C	C
Disaster Recovery Testing	I	I	C	A/R	C
Staff Compliance Training	I	I	I	I	A/R
Internal Compliance Monitoring	I	I	I	I	A/R
Policy Review and Updates	I	C	I	I	A/R
Annual Compliance Review	I	C	I	I	A/R

RACI Definitions:

The Company uses the RACI model to define roles and responsibilities for key operational and compliance processes.

- Responsible (R): Performs the activity.
- Accountable (A): Has ultimate ownership and approval authority for the activity.
- Consulted (C): Provides advice or expertise during the activity.
- Informed (I): Receives updates regarding the activity or its outcome.

3. Gaming Products Offered

Final Enterprises N.V. offers a diverse portfolio of online gaming products through its brands Betfinal, Cosmoswin and Betistar. The Company's gaming offering comprises both sportsbook and casino products designed to provide customers with a secure, fair, and engaging gaming experience.

The Company's gaming operations are supported through turnkey platform solutions provided by licensed and approved technology partners. Betfinal and Cosmoswin operate on the EveryMatrix platform, while Betistar operates on the BetConstruct platform.

These platform providers supply the core player account management, wallet, sportsbook, casino aggregation, and operational infrastructure required to support the Company's gaming activities.

Casino games and gaming content are made available through a combination of direct agreements with licensed game providers and content distribution arrangements facilitated through the EveryMatrix and BetConstruct platforms.

All gaming products and suppliers are subject to due diligence, technical review, and compliance assessment prior to being offered to customers. The Company continuously monitors the performance, integrity, and compliance of its gaming products and suppliers to ensure alignment with applicable regulatory requirements and internal operational standards.

3.1. Sportsbook

The Company offers a comprehensive online sportsbook covering a wide range of international sporting events. Customers are able to place pre-match and in-play wagers across multiple sports and betting markets through the Company's gaming platforms.

The sportsbook products are provided through the Company's approved platform providers and supports a variety of bet types, including Singles, Multiples, Accumulators, Live Betting, and BetBuilder wagers. The maximum permitted stake per individual bet is USD 5,000 or the equivalent amount in the customer's selected account currency.

Betting markets, odds, event coverage, and available wagering options may vary depending on the sport, event availability, jurisdictional restrictions, and supplier offerings.

The principal sports currently offered by the Company include:

- American Football;
- Badminton;
- Baseball;
- Basketball;
- Beach Volleyball;

- Biathlon;
- Boxing;
- Chess;
- Cricket;
- Cross Country Skiing;
- Crossfire;
- Cycling;
- Darts;
- Esports;
- Football;
- Futsal;
- Gaelic Football;
- Golf;
- Handball;
- Hurling;
- Ice Hockey;
- MMA;
- Motorsports;
- Padel;
- Pesapallo;
- Pool;
- Sailing;
- Snooker;
- Table Tennis;
- Tennis;
- Volleyball;
- Water Polo.

3.2. Casino

The casino offering includes a diverse range of gaming products designed to cater to different player preferences and gaming experiences. All casino games offered by the Company are supplied by licensed and regulated providers and are subject to appropriate certification, testing, and compliance verification prior to being made available to customers.

The Company continuously monitors its casino offering to ensure game integrity, fair play, regulatory compliance, and operational performance. The availability of specific games and product categories may vary depending on supplier availability, technical integrations, and commercial arrangements.

Wagering limits for casino products may vary depending on the game type, game provider, platform configuration, and applicable customer account restrictions. Applicable stake limits are displayed to customers within the relevant game interface at the time of play.

The principal casino product categories currently offered by the Company include:

- Baccarat;
- Bingo;
- Blackjack;
- Crash Games;
- Live Casino;
- Lottery;
- Poker;
- Roulette;
- Slots;
- Tap Games;
- Video Poker;
- Video Slots;
- Virtual Games;
- Virtual Sports.

4. Game Integrity and Outcome Determination

Final Enterprises N.V. is committed to ensuring that all gaming products offered through its brands Betfinal, Cosmoswin and Betistar are conducted fairly, transparently, and in accordance with applicable regulatory requirements. The Company only offers gaming products supplied by licensed and approved platform providers and game suppliers that have undergone appropriate testing, certification, and compliance verification.

The Company maintains controls to ensure the integrity of gaming outcomes, the accuracy of wagering transactions, and the protection of customer interests.

4.1. Sportsbook Outcome Determination

Sportsbook betting products are provided through the Company's approved turnkey platform providers, EveryMatrix N.V. and BetConstruct.

The outcome of sportsbook wagers is determined based on official event results obtained from approved data sources and sporting bodies. Betting markets are settled in accordance with the applicable betting rules and settlement procedures maintained by the relevant platform provider and published within the Company's Terms and Conditions.

In the event of errors, postponed events, abandoned events, or disputes relating to sporting results, settlement decisions are made in accordance with the applicable sportsbook rules and documented operational procedures.

4.2. Casino Game Outcome Determination

Casino games offered by the Company are supplied by licensed third-party game providers and made available through the content aggregation services provided by EveryMatrix and BetConstruct.

The outcome of casino games is determined by the underlying game software supplied by the relevant game provider. Depending on the game type, outcomes may be generated through Random Number Generator (RNG) technology, live dealer systems, virtual event engines, or other approved game mechanics.

Neither Final Enterprises N.V. nor its platform providers can alter, manipulate, or influence the outcome of individual game rounds once initiated.

4.3. Random Number Generator (RNG) Controls

Where games rely on RNG technology, the RNG is developed, maintained, and controlled by the relevant licensed game provider. All RNG-based games offered by the Company are subject to independent testing and certification by accredited testing laboratories prior to being made available to customers. Such testing verifies:

- Randomness and unpredictability of outcomes;
- Mathematical accuracy;
- Compliance with applicable technical standards;
- Correct implementation of game rules;
- Accuracy of payout calculations.

Certification records are maintained by the relevant supplier and may be made available to the Company upon request.

4.4. Return to Player (RTP)

The Return to Player (RTP) percentage represents the theoretical percentage of wagers that a game is expected to return to players over an extended period of play.

RTP values are determined by the relevant game provider and are based on the mathematical design of each game. Actual player results may vary significantly from theoretical RTP values over short periods of play. Where available, RTP information is displayed within the game information section or made available through the relevant game provider's documentation.

4.5. Game Testing and Certification

Prior to deployment, gaming products undergo appropriate testing and certification to verify functionality, fairness, transaction processing, and compliance with applicable regulatory requirements.

The Company only partners with suppliers that maintain the necessary licences, certifications, and technical approvals required for the provision of gaming content.

The Company performs due diligence on gaming suppliers and maintains records of supplier approvals, certifications, and contractual arrangements.

4.6. Ongoing Monitoring

The Company continuously monitors gaming products and supplier performance to ensure operational integrity and compliance.

Any material game malfunction, technical defect, integrity concern, or supplier issue identified through monitoring activities shall be documented and promptly reported to the relevant platform provider or game supplier for investigation and resolution. The Company shall monitor the progress of the investigation, maintain records of all communications and findings, and assess any potential impact on customers, operations, or regulatory compliance.

The Company reserves the right to suspend, restrict, or remove any gaming product where concerns relating to fairness, integrity, technical performance, or regulatory compliance arise.

5. Payment Operations

Final Enterprises N.V. facilitates customer deposits and withdrawals through a combination of proprietary and platform-integrated payment solutions.

Payment processing for the Betfinal and Cosmoswin brands is managed through the Company's proprietary payment gateway (referred internally as "FinalPay") which integrates with approved payment service providers, e-wallets, mobile payment solutions, and cryptocurrency payment channels.

Payment processing for the Betistar brand is managed through the payment infrastructure provided by BetConstruct as part of its turnkey platform solution and associated payment service provider integrations.

These payment solutions enable the secure processing, routing, monitoring, and management of customer payment transactions across the Company's gaming brands and platforms.

The Company's proprietary payment gateway is operated in accordance with industry security standards and maintains Payment Card Industry Data Security Standard (PCI DSS) compliance to ensure the secure handling, transmission, and storage of payment card information and related payment data.

The Company seeks to provide customers with secure, efficient, and reliable payment processing while maintaining compliance with applicable anti-money laundering, counter-terrorist financing, fraud prevention, and customer protection requirements.

5.1. Deposits

Customers may fund their gaming accounts using one or more approved payment methods available within their jurisdiction. Prior to accepting deposits, customers must complete the account registration process and agree to the Company's Terms and Conditions.

The Company only permits deposits from payment instruments and accounts that belong to the registered account holder. The use of third-party payment methods is strictly prohibited.

Deposits are subject to automated and manual monitoring designed to identify unusual, suspicious, or potentially fraudulent activity.

A detailed inventory of currently supported deposit methods is maintained in the Payment Method Register annexed to this Operations Manual and may be updated periodically without requiring an amendment to this Manual.

5.2. Withdrawals

Customers may request withdrawals of available account balances using approved withdrawal methods.

As a general principle, withdrawals are returned to the original payment method used to fund the account whenever technically possible. Where a withdrawal cannot be processed to the original payment method, funds may be transferred to another verified payment method or bank account belonging to the customer, subject to successful completion of the applicable verification procedures.

The Company does not permit withdrawals to third-party accounts, payment instruments, or beneficiaries. Withdrawals to payment methods or accounts that have not been verified as belonging to the registered customer are prohibited.

All withdrawal requests are subject to customer verification, due diligence, fraud prevention, responsible gaming, and AML/CTF controls prior to approval. Under normal operating conditions, withdrawal requests are reviewed and processed by the Company's Payments Team within 24 hours following successful completion of the applicable checks. Additional processing time may be required where further due diligence, payment method verification, fraud investigations, or regulatory reviews are necessary.

The Company may apply transaction limits or enhanced review procedures depending on the payment method used, customer verification status, account activity, and risk assessment outcomes.

The Company does not provide refunds of deposited funds except where required by law, regulatory obligations, or specific operational circumstances.

5.3. Customer Due Diligence and AML Controls

The Company applies a risk-based Customer Due Diligence (CDD) framework as part of its Anti-Money Laundering and Counter-Terrorist Financing (AML/CTF) programme.

Customer verification, screening, monitoring, and enhanced due diligence measures are conducted in accordance with the Company's AML/CTF Policy and applicable regulatory requirements. Any suspicious activity identified during payment processing shall be escalated to the Compliance Officer and MLRO for review in accordance with the Company's AML/CTF procedures.

5.4. Fraud Prevention and Payment Security

Final Enterprises N.V. maintains controls designed to prevent fraudulent activity and unauthorized use of customer accounts.

Such controls include:

- Payment method verification;
- Duplicate account detection;
- Device and IP monitoring;
- Transaction monitoring;
- Velocity checks;
- Chargeback monitoring;
- Sanctions and PEP screening;
- Enhanced due diligence procedures.

Where fraudulent activity is suspected, the Company may request additional documentation, restrict account activity, suspend withdrawals, or take any other action permitted under the National Ordinance on Games of Chance (LOK), applicable regulatory requirements issued by the Curaçao Gaming Authority (CGA), and the Company's Terms and Conditions.

5.5. Payment Providers and Operational Oversight

The Company maintains oversight of all payment processing activities conducted across its gaming brands.

For Betfinal and Cosmoswin, payment operations are managed through the Company's proprietary payment gateway. For Betistar, payment operations are facilitated through the payment infrastructure and integrations provided by BetConstruct.

The Company performs due diligence on payment service providers prior to onboarding and continuously monitors transaction success rates, operational incidents, customer complaints, compliance risks, fraud indicators, and service performance.

Any material payment related incident, system malfunction, fraud event, security concern, or service disruption shall be documented and investigated internally. Where the incident involves a third-party payment service provider, the Company's proprietary payment gateway, or the BetConstruct payment gateway, the matter shall be escalated to the relevant service provider or platform provider, as applicable, for investigation and resolution.

The Company maintains oversight of all investigations and assesses any impact on customers, operations, financial integrity, and regulatory compliance. Where required, material incidents shall be escalated in accordance with the Company's Incident Reporting procedures and reported to the Curaçao Gaming Authority or other competent authorities.

6. Betting Rules and Financial Controls

All wagers placed through the Company's gaming platforms are subject to the applicable Sportsbook Rules, Casino Rules, Terms and Conditions, and promotional terms published on the relevant brand website.

Customers are responsible for reviewing the applicable rules before placing a wager. By placing a wager, customers acknowledge and accept the applicable betting rules and settlement procedures.

6.1. Wager Acceptance and Settlement

Wagers are accepted electronically through the Company's approved gaming platforms. A wager is considered accepted only once confirmation has been received by the platform and recorded within the Company's gaming systems.

Sportsbook wagers are settled based on official event results received from approved data providers and in accordance with the applicable sportsbook rules.

Casino wagers are settled automatically by the relevant game provider's gaming system based on the outcome generated by the game's approved mechanics.

6.2. Betting Limits and Stake Controls

The Company maintains betting and stake controls designed to support responsible gaming, operational integrity, and risk management.

For sportsbook products, the maximum permitted stake per wager is USD 5,000 or the equivalent amount in the customer's selected account currency.

Casino wagering limits vary depending on the game type, game provider, platform configuration, and applicable customer account restrictions.

The Company reserves the right to apply lower limits, restrict wagering activity, or refuse wagers where required for operational, regulatory, fraud prevention, responsible gaming, or risk management purposes.

6.3. Account Balances and Financial Integrity

Customer funds are maintained electronically within the relevant gaming platform and are updated automatically following deposits, wagers, settlements, bonus transactions, and withdrawals.

The Company maintains controls to ensure the accurate recording, reconciliation, and monitoring of customer balances and gaming transactions.

Financial records relating to customer transactions are retained in accordance with applicable regulatory and record-keeping requirements.

6.4. Bonus and Promotional Controls

The Company may offer bonuses, free bets, free spins, loyalty rewards, and other promotional incentives.

All promotional offers are subject to specific Bonus Terms and Conditions, including eligibility criteria, wagering requirements, stake limitations, and withdrawal restrictions where applicable.

Final Enterprises N.V. maintains controls to monitor promotional activity and prevent bonus abuse, fraud, and other prohibited conduct.

6.5. Bet Settlement Exceptions and Error Management

The Company reserves the right to void wagers, transactions, or game outcomes affected by obvious errors, technical malfunctions, incorrect odds, system failures, or other circumstances that compromise the integrity of gaming operations.

Any material betting or settlement issue shall be investigated and, where applicable, escalated to the relevant platform provider, game supplier, or service provider for review and resolution.

Customers affected by material errors or malfunctions shall be treated fairly and in accordance with the Company's Terms and Conditions, regulatory requirements, and operational procedures.

7. Customer Lifecycle Management

The Company manages the customer lifecycle through a risk-based framework designed to ensure compliance with regulatory requirements, customer protection obligations, responsible gaming principles, and anti-money laundering controls.

Customer accounts are managed throughout their lifecycle, from registration and verification through ongoing monitoring, account restrictions, self-exclusion, and eventual account closure where applicable.

7.1. Customer Registration

Customers may register an account through the Company's licensed gaming brands, including Betfinal, Cosmoswin, and Betistar.

During registration, customers are required to provide accurate and complete personal information, including their first name, last name, residential address, postal code, city, country of residence, telephone number, date of birth, unique email address and preferred account currency. Customers are also required to create a password for secure access to their account.

Prior to account creation, customers must confirm that they are at least 18 years of age and accept the applicable Terms and Conditions.

The Company implements controls designed to prevent duplicate registrations, underage gambling, and registrations from prohibited jurisdictions. Customers are prohibited from creating multiple accounts, registering on behalf of third parties, or providing false or misleading information during the registration process.

Upon successful registration, customers may access the Company's gaming services subject to applicable verification, customer due diligence, responsible gaming, and AML/CTF requirements.

The Company reserves the right to request additional information or documentation at any stage of the customer relationship where required for regulatory compliance, customer verification, fraud prevention, responsible gaming, or operational risk management purposes.

7.2. Customer Due Diligence

The Company applies a risk-based Customer Due Diligence ("CDD") framework in accordance with applicable AML/CTF legislation, CGA requirements, and the Company's AML/CTF Policy.

Following registration, customers are subject to ongoing monitoring and risk assessment throughout the customer relationship. Customer Due Diligence measures are applied when required by regulatory obligations, transaction thresholds, risk indicators, or other circumstances identified through the Company's AML/CTF controls.

CDD measures may be triggered where:

- Financial transaction thresholds established under applicable AML/CTF regulations are reached;
- Unusual or suspicious activity is identified;
- There are doubts regarding the accuracy, completeness, or adequacy of customer information previously obtained;
- Enhanced Due Diligence is required based on the customer's risk profile.

The Company performs customer screening using approved third-party verification and compliance monitoring tools. Screening activities include sanctions screening, Politically Exposed Person (PEP) screening and adverse media screening.

Where CDD measures are required, the Company may perform identity verification, age verification, address verification, payment method verification, and other verification procedures necessary to satisfy regulatory and operational requirements.

Customers identified as presenting elevated AML/CTF, fraud, sanctions, or regulatory risks may be subject to Enhanced Due Diligence ("EDD"), including Source of Funds ("SOF") and Source of Wealth ("SOW") verification.

Customers identified as sanctioned persons, restricted persons, or otherwise presenting unacceptable risk may be restricted, suspended, or denied access to the Company's services.

Customers who fail to provide required information or documentation within the prescribed timeframe may be subject to account restrictions, suspension, or closure in accordance with the Company's AML/CTF procedures.

7.3. Ongoing Customer Monitoring

Customer activity is subject to ongoing monitoring to identify indicators of money laundering, fraud, bonus abuse, responsible gaming concerns, account misuse, or other prohibited activities.

Monitoring activities include:

- Transaction monitoring;
- Deposit and withdrawal reviews;
- Account activity reviews;
- Device and IP monitoring;
- Behavioural monitoring;

- Responsible gaming risk assessments;
- Periodic customer due diligence reviews.

Where necessary, additional documentation or verification may be requested from customers.

7.4. Responsible Gaming

The Company is committed to providing a safe, fair, and responsible gaming environment across all licensed brands. Responsible Gaming forms an integral part of the Company's customer protection framework and is designed to help customers maintain control over their gambling activities.

Customers are provided with access to a range of responsible gaming tools and controls, including:

- Deposit limits;
- Reality check reminders;
- Cooling-off periods;
- Self-exclusion;
- Voluntary account closure;
- Responsible gaming information and self-assessment resources;
- Access to independent support organisations specialising in gambling-related harm.

Deposit limits may be established on a daily, weekly, or monthly basis. Customers may also utilise cooling-off periods to temporarily suspend access to gaming services or self-exclusion measures to prohibit access to their accounts for extended periods.

The Company actively monitors customer activity for indicators of potentially harmful gambling behaviour and may implement appropriate interventions where concerns are identified. Such measures may include customer contact, additional monitoring, account restrictions, cooling-off recommendations, self-exclusion assistance, or account suspension where necessary to protect the customer.

The Company strictly prohibits gambling by persons under the age of 18 and maintains procedures designed to identify and prevent underage gambling.

Responsible Gaming measures are overseen by the Compliance Officer and are reviewed periodically to ensure continued effectiveness and compliance with applicable regulatory requirements.

7.5. Account Restrictions, Suspension and Closure

The Company may restrict, suspend, or close customer accounts where required by law, regulatory obligations, AML/CTF requirements, responsible gaming considerations, fraud prevention measures, operational risk controls, or breaches of the Company's Terms and Conditions.

Examples include:

- Failure to complete verification requirements;
- Suspicion of fraudulent activity;
- Suspicion of money laundering or terrorist financing;
- Multiple account abuse;
- Bonus abuse;
- Use of prohibited payment methods;
- Registration from restricted jurisdictions;
- Responsible gaming concerns;
- Regulatory or law enforcement requests.

The Company maintains records of all account restrictions, suspensions, and closures in accordance with applicable record retention requirements.

7.6. Self-Exclusion

Customers may request self-exclusion through the Company's Responsible Gaming tools or by contacting Customer Support through the designated communication channels.

Self-exclusion is a long-term Responsible Gaming measure that prohibits access to all gambling products and services offered under the Company's licence. Self-exclusion applies across all Company-operated brands, including Betfinal, Cosmoswin, and Betistar, and covers all gaming verticals and gambling activities.

The Company currently offers self-exclusion periods of 1 year, 3 years, 5 years, and permanent exclusion. Once activated, self-exclusion takes effect immediately and cannot be revoked or shortened during the selected exclusion period.

During the self-exclusion period:

- Customer accounts are closed and login access is disabled;
- Deposits and wagering activities are prohibited;
- Direct marketing communications are suppressed;
- Ante-post bets may be cancelled and refunded where applicable;
- Reasonable measures are applied to prevent the creation of duplicate accounts.

Following expiry of the self-exclusion period, account reactivation may only occur upon receipt of a written request from the customer submitted through the registered email address. Reactivation is initiated solely by the customer and shall never be initiated by the Company.

The Company may also impose temporary restrictions, account suspensions, or operator-initiated exclusions where customer behaviour indicates a significant responsible gaming risk, vulnerability, or other circumstances requiring customer protection measures. Such actions are documented and retained in accordance with the Company's Responsible Gaming procedures and applicable regulatory requirements.

7.7. Record Retention

Customer records, account information, due diligence documentation, transaction histories, communication records, and related operational data are retained in accordance with applicable regulatory requirements, the Company's AML/CTF Policy, and data protection obligations.

Unless otherwise required by law, customer records are retained for a minimum period of five years following the closure of the customer relationship.

8. Complaints and Alternative Dispute Resolution

The Company is committed to resolving customer complaints fairly, transparently, and within reasonable timeframes. A structured complaints handling process is maintained to ensure that customer concerns are investigated appropriately and resolved in accordance with applicable regulatory requirements, the Company's Terms and Conditions, and internal procedures.

Customers may submit complaints relating to account management, payments, withdrawals, betting settlements, gaming outcomes, promotions, responsible gaming matters, or any other aspect of the Company's services.

8.1. Submission of Complaints

Complaints may only be submitted by the registered account holder. Customers may submit complaints through the following channels:

- Email: complaints@betfinal.com, complaints@cosmoswin.com or complaints@betistar.com;
- Online Complaint Submission Form available on the relevant brand website;
- Customer Support escalation procedures.

To facilitate investigation, customers are encouraged to provide all relevant information, including account details, transaction references, screenshots, correspondence, and any other supporting documentation.

Complaints should be submitted within six (6) months of the event giving rise to the complaint.

8.2. Complaint Investigation and Resolution

Upon receipt of a formal complaint, the Company will acknowledge receipt in writing, explain how the complaint will be processed, and provide information regarding the expected timeframe for resolution. For complaints relating to Responsible Gaming, this acknowledgement will normally be provided within two (2) days of receipt. For all other complaint types, acknowledgement will normally be provided within one (1) week of receipt.

All complaints are reviewed and investigated by the appropriate operational department, which may include Customer Support, Payments, Compliance, Responsible Gaming, or other relevant personnel depending on the nature of the complaint.

The investigation process may include review of customer account records, transaction histories, betting and gaming records, communications, system logs,

verification documentation, and any other information relevant to the matter under review.

For complaints not related to Responsible Gaming, the Company aims to provide a response within four (4) weeks of receipt. Where additional time is required due to the complexity of the matter or the need for further information, the investigation period may be extended once by up to an additional four (4) weeks. Customers will be informed in writing of any such extension.

Responsible Gaming complaints are prioritised and, where reasonably possible, resolved within five (5) business days. If additional time is required to conduct a reasonable and informed investigation, the customer will be informed of the delay and the expected timeframe for resolution. Any extension initiated by the Company will not exceed two (2) weeks. Where delays arise due to the customer's failure to provide requested information or documentation, the resolution period may be extended by a further two (2) weeks.

Upon completion of the investigation, the customer will receive a written final determination explaining the outcome of the complaint and any actions taken by the Company.

Where a customer remains dissatisfied with the Company's final determination, the customer will be informed of their right to escalate the matter to the Company's appointed Alternative Dispute Resolution (ADR) provider.

8.3. Alternative Dispute Resolution (ADR)

Where a customer remains dissatisfied with the Company's final determination, or where a complaint cannot be resolved through the Company's internal complaints process, the customer may refer the matter to a Curaçao Gaming Authority ("CGA") certified Alternative Dispute Resolution ("ADR") provider.

The Company has appointed a CGA-certified ADR provider to handle eligible disputes that remain unresolved following completion of the Company's internal complaints process.

The Company's current ADR provider is:

- EGIS FZCO (CGA Certified ADR Provider);
- Email: disputes@egis-adr.com.

The cost of the ADR process is borne by the Company and is free of charge to the customer.

The Company will cooperate fully with ADR investigations and provide all information reasonably required to facilitate the resolution process. The Company recognises and will comply with binding ADR determinations issued in accordance with the applicable ADR procedures and regulatory requirements.

Once an ADR process has been completed, the same dispute may not be recommenced with another ADR provider.

8.4. Regulatory Escalation

The Curaçao Gaming Authority ("CGA") does not ordinarily act as a mediator for individual customer disputes. However, customers may contact the CGA directly where they believe the Company has breached applicable licence conditions, regulatory requirements, or engaged in misconduct.

The Company will cooperate with any regulatory enquiries or investigations initiated by the CGA.

8.5. Complaint Record Keeping and Reporting

The Company maintains a complaints register containing details of all customer complaints, investigations, resolutions, ADR referrals, and associated correspondence.

Complaint records are retained in accordance with applicable regulatory, AML/CTF, and data retention requirements and are made available to the Curaçao Gaming Authority upon request.

9. Player Data Management

The Company collects, processes, stores, and protects player data as part of its licensed gaming operations. Player data is processed only for legitimate operational, regulatory, security, responsible gaming, fraud prevention, AML/CTF, payment processing, and customer support purposes.

Player data is managed through approved gaming platforms and service providers contracted by the Company, including EveryMatrix and BetConstruct gaming systems, payment processing providers, identity verification services, and cybersecurity service providers. These providers act as data processors or sub-processors where applicable and process player data only for the purposes required to deliver gaming services and meet regulatory obligations.

The Company maintains procedures and technical controls designed to ensure the confidentiality, integrity, and availability of player information throughout the customer lifecycle.

9.1. Collection of Player Data

During registration and throughout the customer relationship, the Company collects and maintains player information including:

- Personal identification information;
- Contact information;
- Date of birth and age verification information;
- Account registration details;
- Account credentials;
- Payment and transaction information;
- Customer Due Diligence and KYC documentation;
- Responsible Gaming records;
- Customer support and complaint records;
- Technical and device information;
- Account activity, betting, gaming, and transaction history.

Player data is collected directly from customers during registration, account verification, gameplay, payment transactions, customer support interactions, and ongoing compliance reviews. Additional information may be requested where necessary to satisfy regulatory, AML/CTF, fraud prevention, responsible gaming, or operational requirements.

9.2. Gaming Platform Data Processing

For the brands operating on the EveryMatrix platform, player data is processed through the GamMatrix Gaming Management System, which serves as the central player account management platform and supports player registration, account administration, wallet management, bonus management, reporting, responsible gaming controls, and player activity tracking. The platform also integrates the OddsMatrix Sportsbook and CasinoEngine gaming aggregation services.

EveryMatrix acts as a data processor for player information processed through its systems and is contractually required to process personal data only in accordance with applicable data protection laws and documented instructions from the Company.

For brands operating on the BetConstruct platform, player data is processed through BetConstruct's player management, sportsbook, casino, wallet, and reporting systems under equivalent contractual and regulatory controls.

9.3. Payment Data Management

Payment card information is processed within a segregated PCI-DSS compliant Cardholder Data Environment (CDE).

The payment flow operates as follows:

- The player submits card information through the gaming platform front-end.
- Cardholder data is transmitted through encrypted TLS connections to the Company's proprietary payment gateway.
- The Company's proprietary payment gateway securely transfers cardholder data to the PCI-compliant Cardholder Data Environment.
- Transaction processing and card authorization are performed through integrated Payment Service Providers.
- The gaming platform receives only transaction responses (approved, declined, or pending) and does not store sensitive cardholder data.

Sensitive payment card information remains within the PCI-DSS controlled environment and is not stored within the gaming platforms.

9.4. Use of Player Data

Player data is processed for the following purposes:

- Account registration and management;
- Identity and age verification;

- Customer Due Diligence and AML/CTF compliance;
- Fraud prevention and transaction monitoring;
- Payment processing and withdrawal management;
- Responsible Gaming monitoring and interventions;
- Customer support and complaint resolution;
- Regulatory reporting and compliance obligations;
- Security monitoring and incident management;
- Internal operational and risk management purposes.

Player information is processed only to the extent necessary to achieve these purposes and fulfil applicable legal and regulatory obligations.

9.5. Data Security and Access Controls

The Company maintains appropriate technical and organisational measures to protect player data against unauthorised access, disclosure, alteration, loss, or destruction.

Security measures include:

- Role-based access controls;
- User authentication and access management procedures;
- Encryption of data in transit through TLS-secured communications;
- Segregated PCI-DSS payment environments;
- Security monitoring and logging;
- Restricted administrative access;
- Regular security reviews and vulnerability management;
- Cybersecurity monitoring provided by approved security partners.

Access to player data is restricted to authorised personnel whose responsibilities require such access and who are subject to confidentiality obligations.

9.6. Third-Party Service Providers and Data Sharing

Player information may be shared with authorised third-party service providers where necessary to support gaming operations, payment processing, compliance, security, and regulatory obligations.

Such providers may include:

- Gaming platform providers;
- Game suppliers;
- Payment service providers;
- Identity verification and KYC providers;
- AML/CTF screening providers;
- Cybersecurity and infrastructure providers;
- Alternative Dispute Resolution providers;
- Regulatory authorities and law enforcement agencies where legally required.

Each provider is contractually required to implement appropriate confidentiality, security, and data protection measures.

9.7. International Transfers and Data Processing

Where necessary for the provision of gaming services, player data may be processed by authorised service providers and sub-processors located in different jurisdictions.

Such processing and transfers are conducted in accordance with applicable data protection legislation and contractual safeguards, including GDPR requirements where applicable. EveryMatrix is contractually authorised to use approved sub-processors and transfer data only as required to provide the contracted gaming services.

9.8. Player Rights

Players may request access to personal information held by the Company and may request correction of inaccurate or incomplete information, subject to applicable legal and regulatory requirements.

Requests relating to personal data may be submitted through the Company's designated customer support channels.

The Company may restrict, retain, or disclose information where required by law, regulatory obligations, AML/CTF requirements, fraud prevention measures, or ongoing investigations.

9.9. Data Retention and Record Keeping

The Company retains player records, account information, transaction histories, verification documentation, responsible gaming records, complaints records, communications, and compliance records in accordance with applicable legal and regulatory requirements.

Unless a longer retention period is required by law, player identification, due diligence, transaction, and operational records are retained for a minimum period of five (5) years following termination of the customer relationship or completion of the relevant transaction.

At the end of the applicable retention period, records are securely archived, anonymised, or permanently deleted.

10. Technical Infrastructure

The Company operates its licensed gaming services through a combination of internally managed and third-party technology infrastructure. The technical environment supports player account management, gaming operations, payment processing, compliance monitoring, cybersecurity, and regulatory reporting across the Company's licensed brands: Betfinal, Cosmoswin, and Betistar.

The Company utilizes a combination of gaming platform providers, cloud infrastructure providers, payment processing systems, cybersecurity services, and content delivery networks to ensure secure, resilient, and scalable operations.

10.1. Domain and Website Infrastructure

The Company's gaming websites operate under domains owned and controlled by Final Enterprises N.V. and maintained through accredited domain registrars. Domain registrations are subject to renewal monitoring, access controls, and domain protection measures to ensure continued availability and security of the Company's online services.

The Company's primary domains include:

- betfinal.com
- cosmoswin.com
- betistar.com

Domain management functions include DNS administration, renewal management, registrar security controls, and domain privacy protections.

10.2. Gaming Platform Infrastructure

Betfinal and Cosmoswin operate on the EveryMatrix platform ecosystem, including GamMatrix, CasinoEngine, and OddsMatrix modules. Betistar operates on the BetConstruct gaming platform.

These platforms provide:

- Player account management;
- Wallet management;
- Sportsbook services;
- Casino aggregation;
- Bonus management;
- Responsible Gaming controls;
- Reporting and audit functionality;

- Regulatory compliance features.

10.3. Cloud Hosting Infrastructure

The Company utilizes Amazon Web Services (AWS) cloud infrastructure to support various operational systems and services.

AWS infrastructure provides:

- Secure hosting environments;
- Scalable computing resources;
- Data storage services;
- Network security controls;
- Backup and recovery capabilities;
- Infrastructure monitoring services.

Hosting environments are configured with appropriate security controls and access restrictions designed to support the confidentiality, integrity, and availability of operational systems and customer information.

10.4. Network and Content Delivery Infrastructure

Cloudflare services are utilized to enhance website performance, availability, and cybersecurity protection.

Cloudflare services support:

- Content delivery and caching;
- DDoS mitigation;
- Traffic filtering;
- Web application firewall (WAF) services;
- DNS management;
- Network performance optimization.

These controls assist in protecting customer-facing services from malicious activity and service disruptions.

10.5. Payment Infrastructure

Betfinal and Cosmoswin utilize the Company's internally managed proprietary payment gateway, while Betistar utilizes the BetConstruct payment gateway environment.

Payment card transactions are processed through a PCI-DSS compliant payment architecture incorporating segregated Cardholder Data Environments (CDE), encrypted communications, payment service provider integrations, and Strong Customer Authentication (3DS) controls.

Payment processing services are integrated with approved Payment Service Providers.

10.6. Information Security Controls

The Company maintains technical security controls designed to protect operational systems and customer information, including:

- Role-based access controls;
- Multi-factor authentication where applicable;
- Encryption of data in transit;
- Security monitoring and logging;
- Vulnerability management;
- Patch management;
- Access review procedures;
- Cybersecurity monitoring services.

The Company engages qualified third-party service providers to support cybersecurity operations, information security management, vulnerability monitoring, incident response, and PCI-DSS compliance activities. All such providers are subject to appropriate contractual, confidentiality, and security requirements.

10.7. System Integrations

The technical environment integrates with approved third-party providers including:

- Game providers;
- Payment service providers;
- KYC and identity verification providers;
- AML screening providers;
- Responsible Gaming tools;

- Regulatory reporting systems;
- Cybersecurity service providers.

All integrations are subject to contractual, security, compliance, and operational oversight requirements.

11. Websites and Player Interface

The Company operates three customer facing gaming websites under its Curaçao gaming licence: Betfinal, Cosmoswin, and Betistar.

The websites provide customers with access to sportsbook and casino products, account management functionality, payment services, responsible gaming tools, customer support services, and promotional content.

Although each brand maintains its own visual identity and domain name, the websites provide substantially similar core functionality and customer protection controls.

11.1. Website Access and Navigation

Customers may access the Company's services through desktop and mobile web browsers.

The websites provide intuitive navigation to:

- Registration and account access;
- Sportsbook products;
- Casino products;
- Deposit and withdrawal functions;
- Responsible Gaming tools;
- Customer Support services;
- Terms and Conditions, Privacy Policy, and regulatory information.

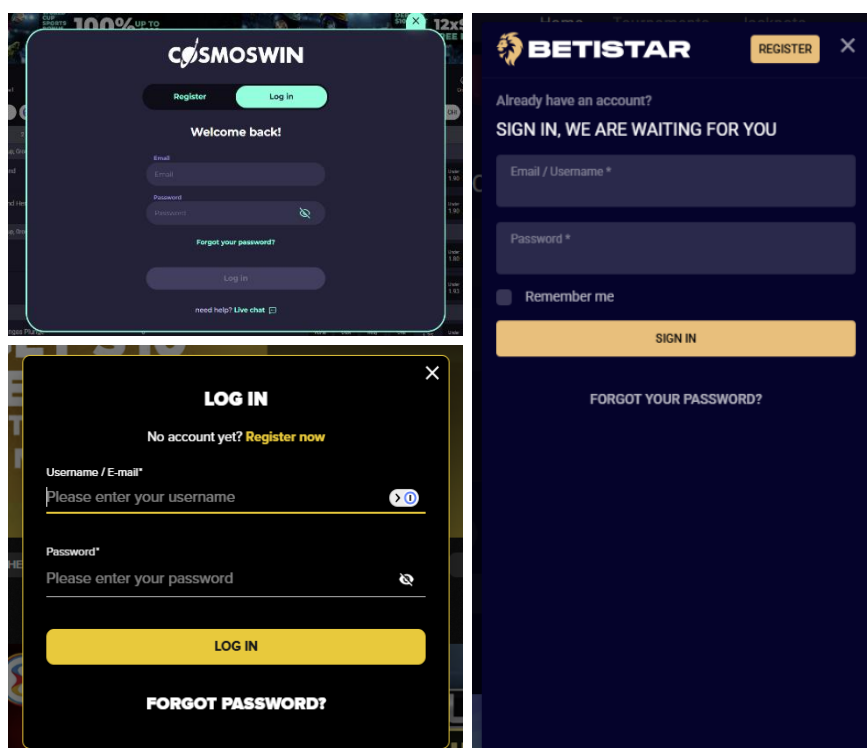


Figure 1. Customer login interface.

11.2. Customer Registration and Account Access

Customers may create an account through the online registration interface.

The registration process requires customers to provide personal information including:

- First name and surname;
- Residential address;
- Country of residence;
- Date of birth;
- Email address;
- Mobile telephone number;
- Account password;
- Preferred currency.

Customers must confirm that they are at least 18 years of age and accept the applicable Terms and Conditions before completing registration.

Customers accessing the registration page from jurisdictions where the Company's services are unavailable or prohibited are prevented from completing the registration process. Where applicable, the website displays an appropriate notification informing the customer that registration cannot proceed due to geographical or regulatory restrictions

The figure displays three screenshots of the betfinal customer registration interface. The top-left screenshot shows the 'Create Your Account' form, which includes fields for 'E-mail*' and 'Password*', a 'NEXT' button, and a link for 'Already registered? Sign in'. The top-right screenshot shows a more detailed registration form with fields for 'First Name*', 'Last Name*', 'Address*', 'Postal Code*', 'City*', 'Country*' (set to 'Morocco'), 'Phone Number*' (with a '+ 20' prefix), 'Currency*' (set to 'MAD - Moroccan Dirham'), and 'Date Of Birth*' (with sub-fields for 'DD', 'MM', and 'YYYY'). It also includes a checkbox for 'Yes, I am over 18 and agree on terms for betfinal.com and I like to receive emails' and a 'REGISTER' button. The bottom-left screenshot shows an error message: 'Unfortunately you are logging in from a country that we do not accept bets from. We will not be able to proceed with your registration.'

Figure 2. Customer registration page.

11.3. Player Account Management

Authenticated customers have access to account management functions, including:

- Profile management;
- Password management;
- Deposit and withdrawal requests;
- Transaction history;
- Bonus information;
- Responsible Gaming controls;
- Customer Support access.

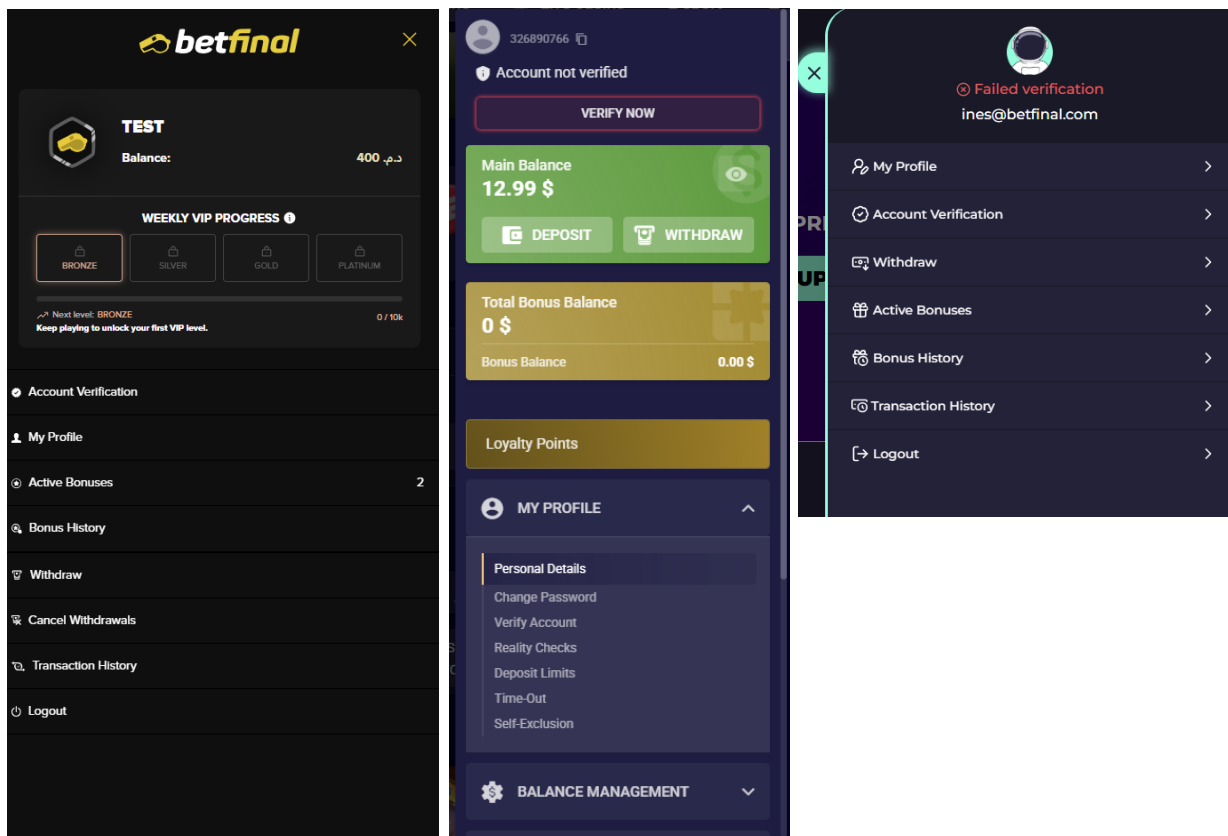


Figure 3. Player account dashboard

11.4. Sportsbook Interface

The sportsbook interface allows customers to browse sporting events, review available betting markets, place wagers, monitor open bets, and review settled betting activity.

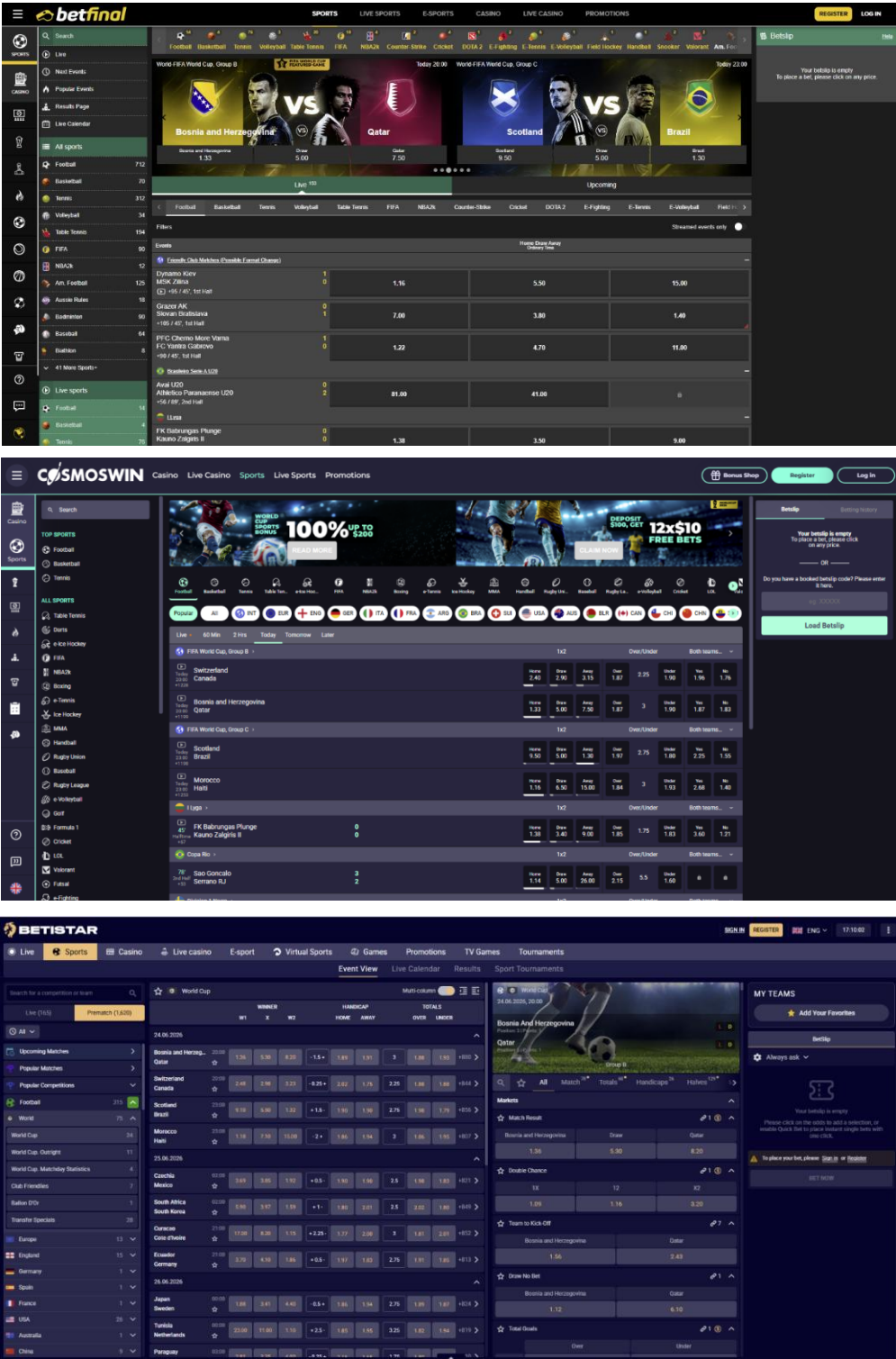


Figure 4. Sportsbook betting interface.

11.5. Casino Interface

The casino interface provides access to games supplied by approved third-party game providers through the Company's platform providers.

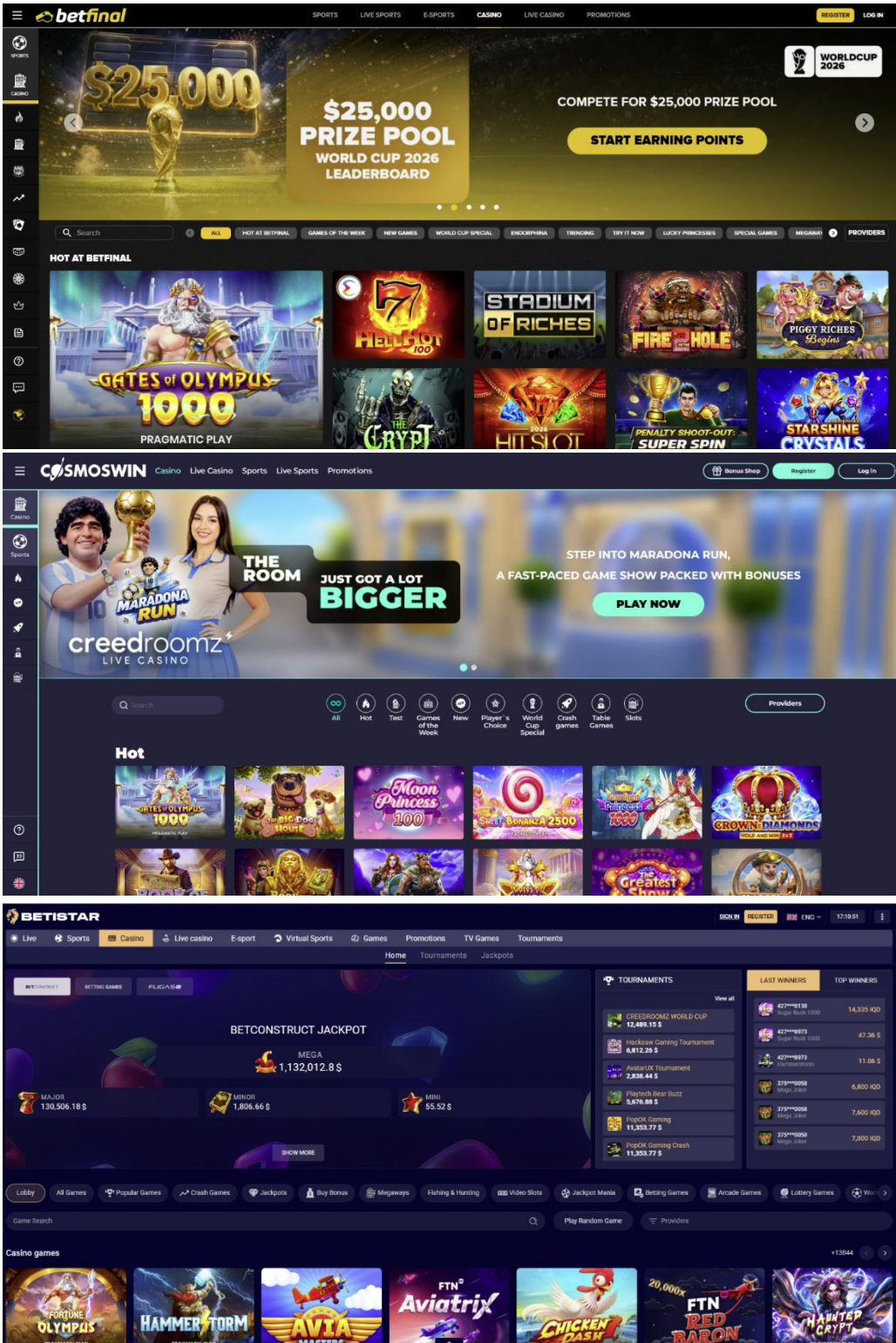


Figure 5. Casino lobby.

11.6. Deposits and Withdrawals

The websites provide secure interfaces enabling customers to make deposits and request withdrawals using approved payment methods. Customers may also review transaction histories and payment statuses through their account area.

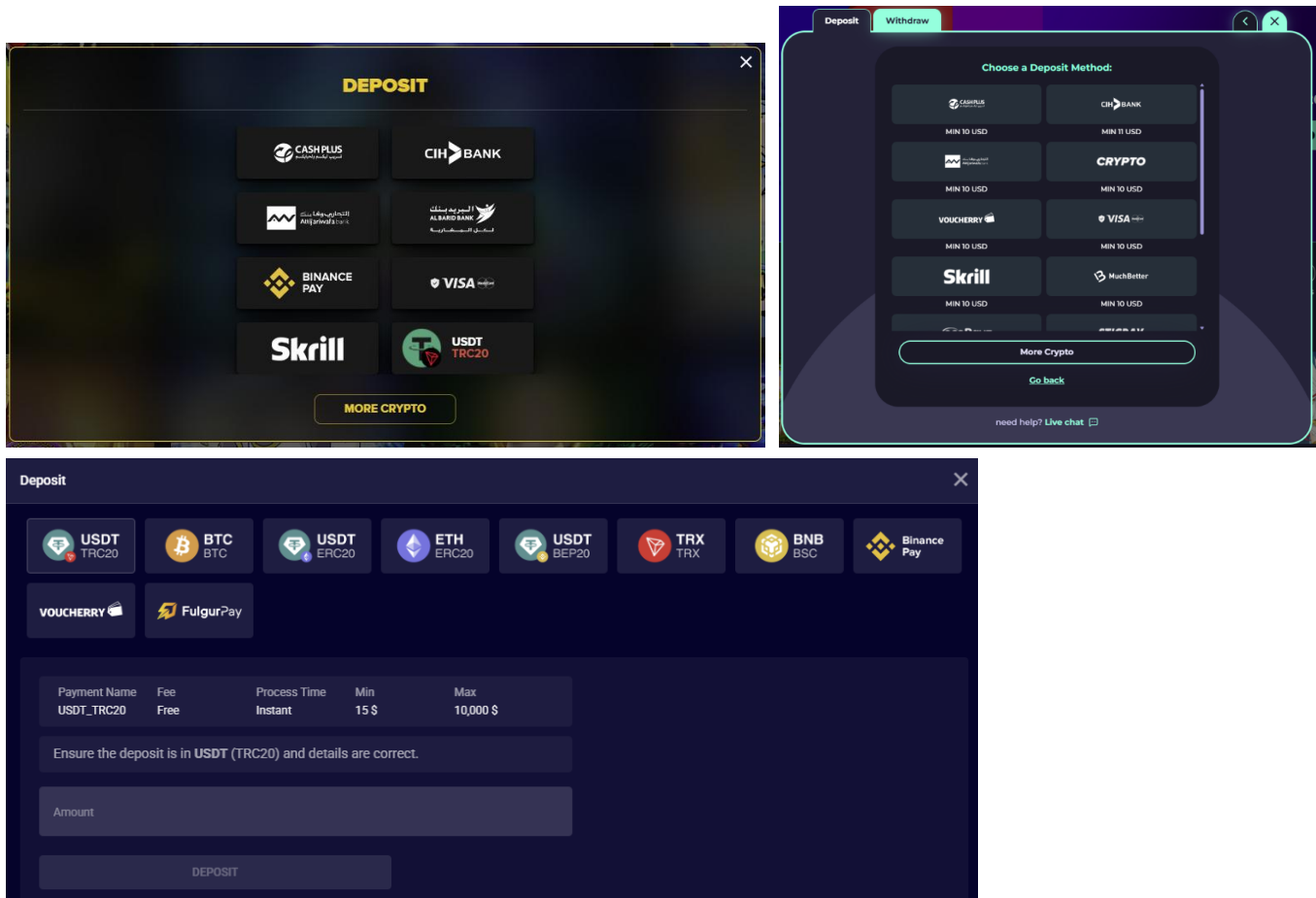


Figure 6. Customer deposit interface.

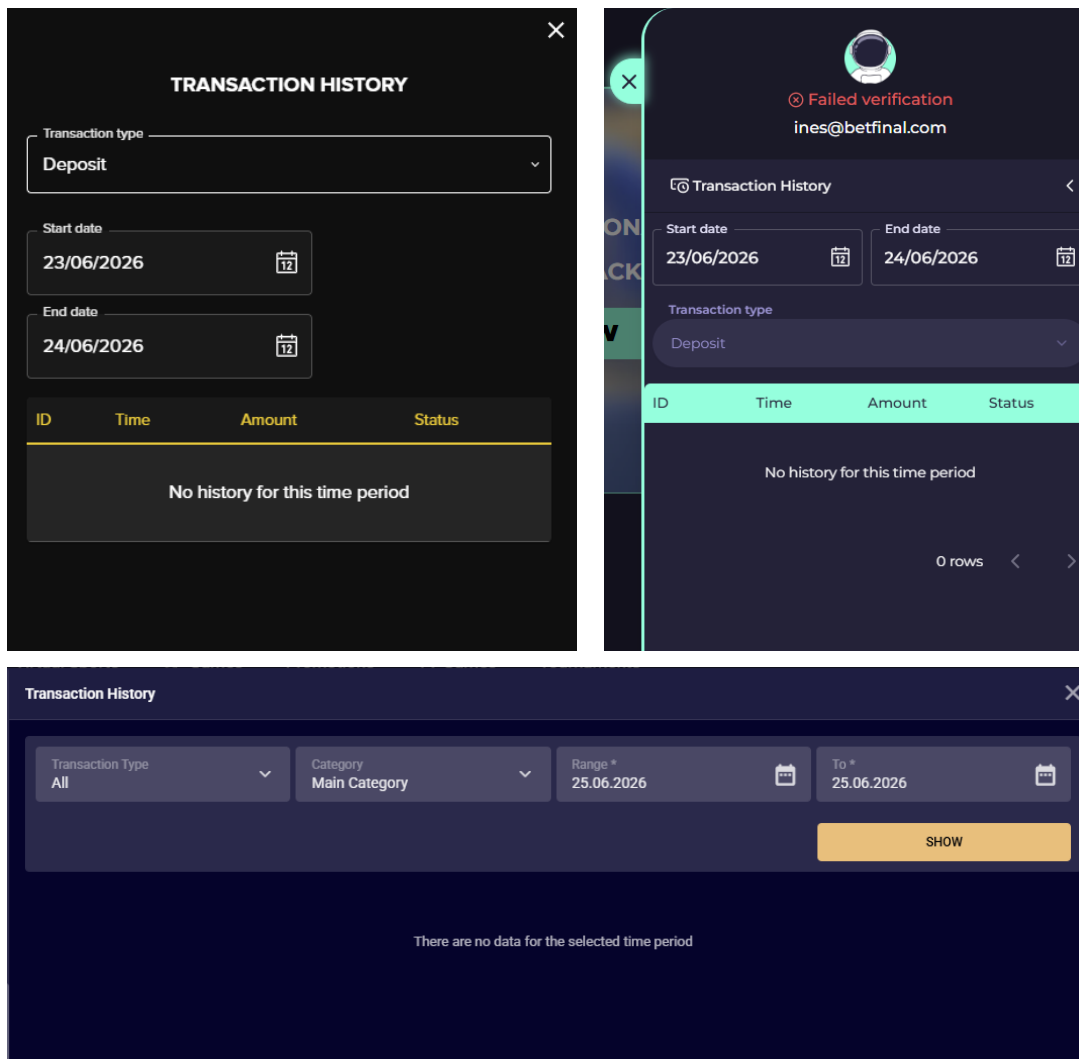


Figure 8. Customer transaction history.

11.7. Responsible Gaming Features

Responsible Gaming tools are integrated into the customer interface and are accessible through the player's account.

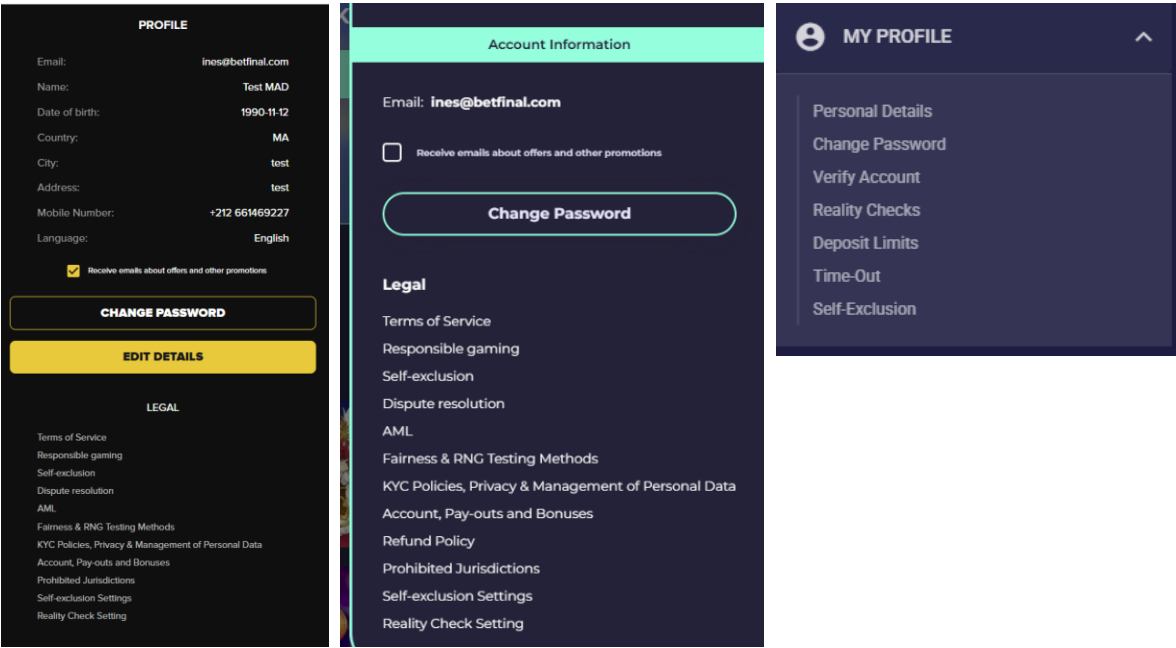


Figure 9. Responsible gaming tools.

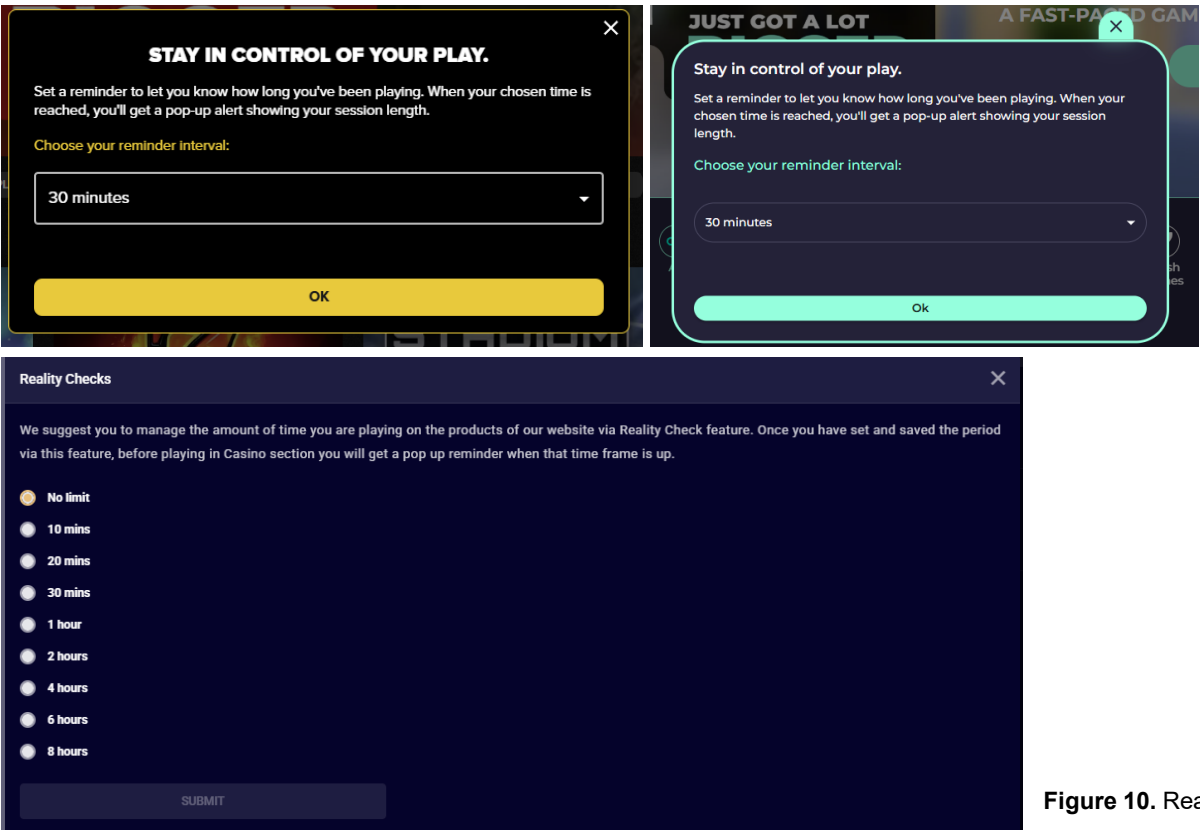


Figure 10. Reality check.settings.

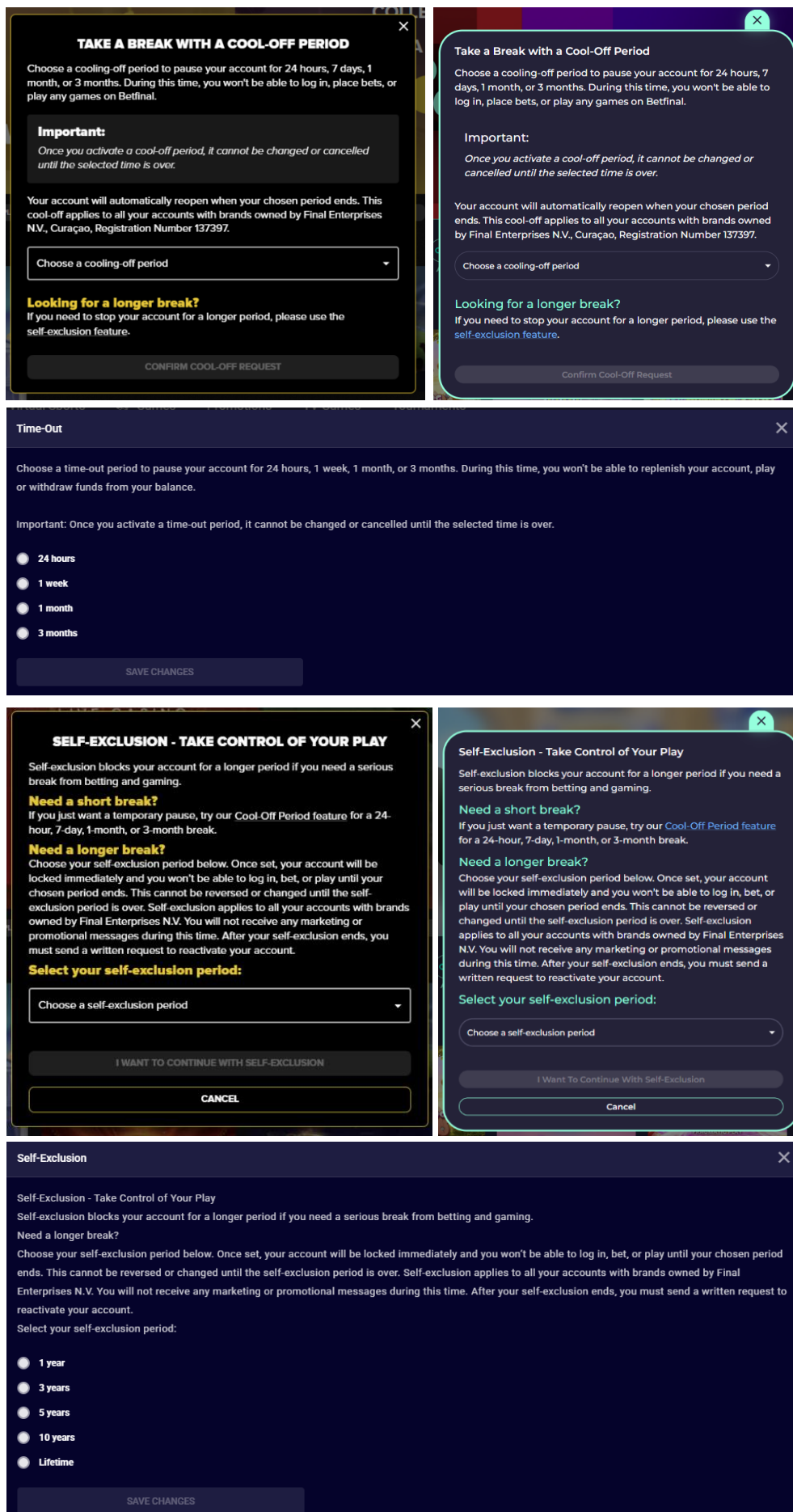


Figure 11. Cooling-off period and self-exclusion interfaces.

11.8. Customer Support Access

Customers may contact Customer Support through the communication channels made available on the relevant website. Support services include assistance relating to account management, payments, betting activity, responsible gaming matters, and complaint handling.

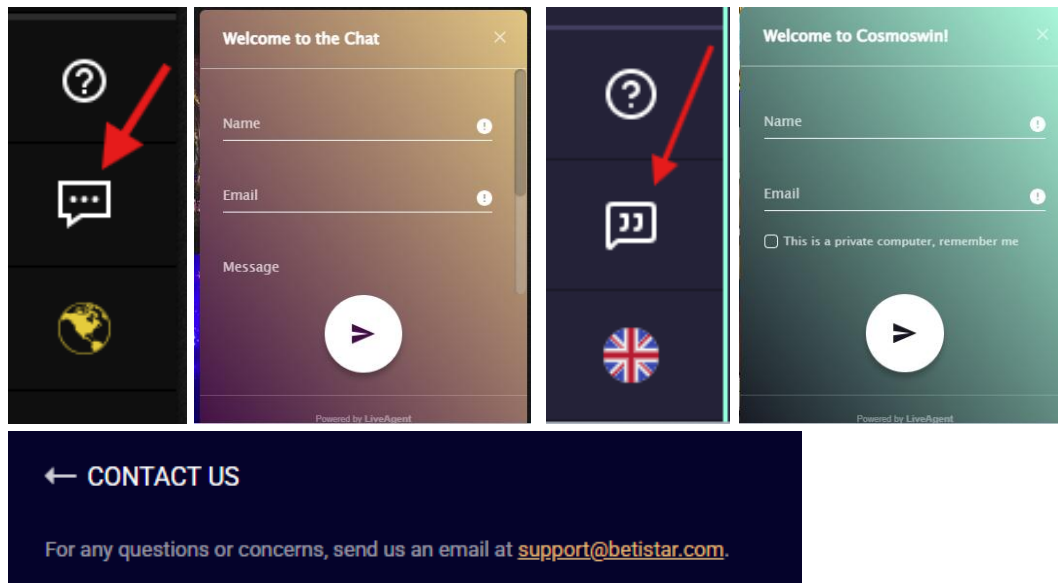


Figure 12. Customer Support interface

12. Quality Monitoring and Internal Controls

The Company maintains a Quality Monitoring and Internal Controls Framework designed to support regulatory compliance, operational effectiveness, customer protection, financial integrity, and information security.

The framework consists of ongoing monitoring activities, management oversight, performance reviews, compliance controls, and corrective action procedures designed to identify, assess, and address operational, regulatory, financial, and technical risks.

Quality monitoring activities are conducted across all licensed brands and operational functions.

12.1. Operational Monitoring

The Company continuously monitors operational performance to ensure the effective delivery of gaming services and customer support activities.

Operational monitoring activities include:

- Customer support performance reviews;
- Payment processing performance;
- Platform availability and uptime monitoring;
- Transaction monitoring;
- Supplier service level reviews;
- Incident tracking and resolution monitoring;
- Customer complaint analysis.

Operational issues identified through monitoring activities are reviewed by the appropriate management personnel and corrective actions are implemented where necessary.

12.2. Compliance Monitoring

The Compliance Officer conducts ongoing reviews designed to assess compliance with applicable laws, regulations, licence conditions, and internal policies.

Compliance monitoring activities include:

- AML/CTF compliance reviews;
- Responsible Gaming oversight;
- Customer Due Diligence monitoring;
- Marketing and advertising compliance reviews;

- Complaint handling reviews;
- Regulatory reporting verification;
- Policy and procedure reviews.

Material compliance findings are reported to senior management and monitored until appropriate remediation actions have been completed.

12.3. Responsible Gaming Monitoring

The Company monitors customer activity for indicators of potentially harmful gambling behaviour and reviews the effectiveness of Responsible Gaming controls.

Monitoring activities include:

- Review of customer responsible gaming activity and behavioural indicators;
- Monitoring the use of responsible gaming tools, including self-exclusion, cooling-off periods, and deposit limits;
- Review of responsible gaming interactions and customer protection interventions;
- Identification and assessment of vulnerable player indicators;
- Monitoring compliance with responsible gaming policies and procedures;
- Review of responsible gaming trends, incidents, and customer feedback.

Responsible Gaming monitoring is overseen by the Compliance Officer acting in their capacity as the Responsible Gaming Officer and focuses on identifying customers who may be at risk of gambling-related harm, assessing the effectiveness of responsible gaming controls, and ensuring compliance with applicable regulatory requirements and internal policies.

12.4. AML/CTF Monitoring

The Company maintains ongoing AML/CTF monitoring procedures designed to identify suspicious activity, unusual transactions, sanctions risks, and other financial crime indicators.

Monitoring activities include:

- Transaction monitoring;
- Customer risk assessments;
- Customer Due Diligence reviews;
- Enhanced Due Diligence reviews;
- Sanctions and PEP screening;
- Suspicious activity investigations.

AML/CTF monitoring is overseen by the Compliance Officer acting in their capacity as Money Laundering Reporting Officer (MLRO).

12.5. Information Security and Technical Monitoring

The Company maintains controls to monitor the security, availability, and integrity of its information systems and technical infrastructure.

Monitoring activities include:

- Security event monitoring;
- Access control reviews;
- Vulnerability management activities;
- System performance monitoring;
- Backup verification;
- Cybersecurity assessments;
- Incident trend analysis.

Where appropriate, specialised third-party service providers may support security monitoring and technical assurance activities.

12.6. Internal Reviews and Corrective Actions

Where monitoring activities identify deficiencies, control weaknesses, operational issues, or regulatory concerns, the Company implements corrective actions designed to address the underlying cause and prevent recurrence.

Corrective actions include:

- Process improvements;
- Policy updates;
- Additional employee training;
- System enhancements;
- Supplier remediation activities;
- Enhanced monitoring procedures.

Management reviews the status of corrective actions periodically until implementation has been completed.

12.7. Management Reporting and Oversight

Results of monitoring activities, compliance reviews, operational performance assessments, and significant findings are reported to senior management on a periodic basis.

Management uses this information to assess operational effectiveness, regulatory compliance, customer protection measures, supplier performance, and business risks, and to determine whether additional controls or remedial actions are required.

13. Incident Reporting and Management

The Company maintains an Incident Reporting and Management Framework designed to ensure that operational, technical, security, compliance, financial, and customer related incidents are identified, assessed, escalated, investigated, resolved, and documented in a timely and effective manner.

The objective of the framework is to minimise operational disruption, protect customers, maintain regulatory compliance, preserve information security, and support the continued integrity of the Company's licensed gaming operations.

13.1. Incident Identification and Classification

Employees, service providers, and management personnel are required to promptly report any actual or suspected incident that may impact the Company's operations, customers, systems, information security, regulatory obligations, or reputation.

Incidents may be classified according to their nature, severity, impact, and urgency.

Examples of incidents include:

- System outages or service disruptions;
- Game provider outages or technical malfunctions;
- Platform functionality defects;
- Customer impacting platform issues;
- Supplier service failures;
- Payment processing failures;
- Information security incidents;
- Data breaches or unauthorised access attempts;
- AML/CTF concerns;
- Responsible Gaming incidents;
- Regulatory compliance breaches;
- Fraud or suspicious activity.

The level of escalation and response is determined by the severity and potential impact of the incident.

13.2. Incident Escalation and Response

Upon identification, incidents are assessed by the appropriate operational personnel and escalated to management, compliance personnel, technical teams, service providers, or other relevant stakeholders as required.

Depending on the nature of the incident, incidents are managed either through the Company's internal case management processes or through the support and ticketing systems maintained by approved third party service providers.

Incidents relating to platform availability, game operations, game provider issues, supplier services, technical defects, and customer impacting platform functionality are escalated to the relevant platform provider and managed through the provider's incident management and ticketing systems.

Incidents relating to payment processing, AML/CTF reviews, Responsible Gaming matters, fraud prevention, customer protection concerns, compliance investigations, and other internally managed operational matters are managed through the Company's internal case management procedures.

Critical incidents are prioritised and addressed as soon as reasonably practicable.

13.3. Information Security and Data Protection Incidents

Information security incidents, including suspected cyberattacks, unauthorised access attempts, malware infections, data breaches, or other cybersecurity events, are subject to immediate assessment and investigation.

Where required, the Company may engage specialist cybersecurity service providers, hosting providers, platform providers, payment providers, or other relevant parties to support incident containment, investigation, remediation, and recovery.

Information security incidents are managed in accordance with the Company's security policies, contractual obligations, and applicable regulatory requirements.

13.4. Supplier and Platform Incidents

Where incidents originate from or involve third party service providers, gaming platforms, payment providers, cloud infrastructure providers, or other suppliers, the Company will coordinate with the relevant provider to investigate, resolve, and monitor the issue.

Material incidents affecting gaming operations, customer services, payment processing, responsible gaming controls, compliance activities, or system availability are escalated through the Company's supplier management and governance procedures.

The Company maintains oversight of incident resolution activities and monitors the progress of supplier managed incidents until satisfactory resolution has been achieved.

13.5. Regulatory and Compliance Incidents

Incidents involving potential breaches of regulatory requirements, AML/CTF obligations, responsible gaming controls, customer protection requirements, or other compliance matters are reviewed by the Compliance Officer.

Where required by applicable laws, regulations, licence conditions, or regulatory directives, the Company will notify the relevant authorities within the prescribed timeframes.

The Compliance Officer is responsible for coordinating regulatory reporting obligations and maintaining appropriate records relating to compliance incidents.

13.6. Incident Resolution and Tracking

The Company monitors the progress of reported incidents until resolution is confirmed by the responsible service provider or internal operational team.

Incident status updates, communications, remediation activities, and resolution outcomes are documented through the relevant incident management process.

Where incidents are managed by third party platform providers, payment providers, infrastructure providers, or other service providers, the Company monitors progress through the applicable support and ticketing systems and maintains oversight of the resolution process.

Significant incidents may be reviewed by management to assess operational impact and determine whether further actions are required under the Company's Quality Monitoring and Internal Controls Framework.

13.7. Incident Records and Reporting

The Company maintains records of incidents through a combination of internal case management systems and third-party ticketing platforms, depending on the nature of the incident.

Operational and technical incidents, including system outages, platform issues, game provider incidents, and supplier service disruptions, are recorded and monitored through the ticketing systems provided by the relevant platform providers and service providers.

Payment related incidents, AML/CTF investigations, Responsible Gaming matters, fraud investigations, customer protection concerns, and compliance related incidents are recorded and managed through the Company's internal case management processes.

Incident records include details of the incident, investigation activities, communications, actions taken, resolution outcomes, and any regulatory reporting requirements where applicable.

Incident records are retained in accordance with the Company's record retention procedures and may be made available to the Curaçao Gaming Authority or other competent authorities upon request.

14. Disaster Recovery and Business Continuity

The Company maintains a Business Continuity and Disaster Recovery Framework designed to ensure the continued operation of critical business functions and the timely recovery of systems, services, and operational processes following a disruptive event.

The framework is intended to minimise operational disruption, protect customer interests, safeguard data and assets, maintain regulatory compliance, and support the continuity of licensed gaming operations.

Business continuity and disaster recovery arrangements are supported through a combination of internal procedures and resilience measures implemented by approved third party service providers.

14.1. Business Continuity Framework

The Company identifies and monitors critical business functions required to support licensed gaming operations, including:

- Customer account management;
- Gaming operations;
- Payment processing;
- Customer support services;
- AML/CTF compliance activities;
- Responsible Gaming controls;
- Regulatory reporting and compliance functions;
- Information security monitoring.

Business continuity procedures are designed to ensure that critical functions can continue operating or be restored within reasonable timeframes following a disruption.

14.2. Disaster Recovery Procedures

The Company relies on disaster recovery capabilities provided by its gaming platform providers, cloud infrastructure providers, payment providers, cybersecurity providers, and other critical suppliers.

Disaster recovery arrangements include:

- Redundant infrastructure;
- Backup environments;
- Data replication;
- Recovery procedures;
- Failover mechanisms;

- Service restoration processes;
- Recovery objectives established by critical service providers, including Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs), where applicable.

The Company maintains oversight of these arrangements through supplier governance and contractual service commitments.

14.3. Data Backup and Recovery Controls

Critical operational data, customer records, gaming records, transaction data, compliance records, and other business information are protected through backup and recovery procedures implemented by the Company and its approved service providers.

Backup processes are designed to support the recovery of critical information following system failures, data corruption, cyber incidents, or other disruptive events.

The Company relies on approved service providers to maintain appropriate backup, redundancy, and recovery controls for systems under their management.

14.4. Supplier Continuity and Resilience

The Company recognises that certain critical operational services are delivered through outsourced providers and therefore considers supplier resilience as a key component of its business continuity framework.

The Company assesses supplier resilience as part of its supplier management and oversight activities, including consideration of disaster recovery capabilities, business continuity arrangements, information security controls, and service resilience for critical outsourced services.

Where appropriate, the Company seeks assurance that critical service providers periodically test their business continuity and disaster recovery arrangements and reviews available information relating to such testing as part of its ongoing supplier oversight activities.

14.5. Business Continuity Governance

Overall responsibility for business continuity oversight rests with senior management. The Company maintains business continuity arrangements through a combination of

internal governance processes and oversight of critical third-party service providers that support licensed gaming operations.

Business continuity considerations form part of the Company's supplier management, risk management, operational monitoring, and compliance oversight activities.

Where a significant operational disruption affects licensed gaming services, the Company coordinates with the relevant service providers to monitor recovery activities, assess the operational impact, and determine whether any regulatory notification or reporting obligations apply.

Material disruptions, continuity risks, or service failures identified through operational monitoring or incident management processes are reviewed by management to assess their impact on the Company's ability to deliver licensed gaming services and meet its regulatory obligations.

Business continuity documentation and supporting records are maintained in accordance with the Company's record retention requirements and may be made available to the Curaçao Gaming Authority upon request.

15. Supplier and Outsourcing Management

The Company engages third-party service providers to support the delivery of licensed gaming services, operational functions, technology infrastructure, payment processing, cybersecurity, compliance activities, and other business operations.

While certain functions may be outsourced to approved service providers, the Company retains ultimate responsibility for ensuring compliance with applicable laws, regulations, licence conditions, and regulatory requirements.

The Company maintains a Supplier and Third-Party Technology Register containing details of all critical suppliers, outsourced service providers, and technology partners engaged in support of the licensed operation. This register is reviewed periodically and updated whenever material supplier relationships are added, modified, or terminated.

15.1. Supplier Classification

Suppliers are classified according to the nature and criticality of the services provided.

Examples of critical suppliers include:

- Platform providers;
- Game providers;
- Sportsbook providers;
- Payment service providers;
- Payment gateway providers;
- Identity and KYC verification providers;
- AML/CTF screening providers;
- Fraud prevention tools providers;
- Hosting and cloud infrastructure providers;
- Cybersecurity service providers;
- Customer communication providers;
- Alternative Dispute Resolution providers.

The level of oversight and monitoring applied to each supplier is determined based on the supplier's operational importance, regulatory relevance, access to customer data, and potential impact on business continuity.

15.2. Supplier Due Diligence and Onboarding

Prior to engagement, suppliers are subject to an assessment process designed to evaluate their suitability, reliability, security standards, regulatory standing, and operational capabilities.

Due diligence activities include:

- Corporate and ownership verification;
- Regulatory and licensing verification where applicable;
- Assessment of security and data protection controls;
- Review of contractual obligations and service commitments;
- Assessment of compliance with applicable industry standards.

Supplier approval is performed by authorised management personnel in accordance with the Company's procurement and governance procedures.

15.3. Contract Management

All material supplier relationships are governed by written agreements defining the scope of services, service levels, confidentiality requirements, security obligations, data protection requirements, audit rights, and termination provisions.

Where suppliers process customer information or support regulated activities, appropriate contractual safeguards are implemented to ensure compliance with applicable legal and regulatory obligations.

15.4. Supplier Monitoring and Review

The Company maintains oversight of critical suppliers throughout the duration of the relationship.

Monitoring activities include:

- Service performance reviews;
- Incident and issue management;
- Compliance reviews;
- Security assessments;
- Review of regulatory status where applicable;
- Contract renewal and periodic reassessment.

Material supplier issues that may affect the Company's operations, customers, regulatory compliance, or information security are escalated through the Company's incident management and governance processes.

15.5. Outsourcing Risk Management

The Company assesses and manages risks associated with outsourced activities, particularly where suppliers support critical operational functions.

Risk assessments consider:

- Operational dependency;
- Information security risks;
- Data protection considerations;
- Business continuity risks;
- Regulatory and compliance risks;
- Financial and reputational impacts.

Appropriate contingency arrangements are maintained to reduce the impact of supplier disruptions where reasonably practicable.

16. Training and Competency Programme

The Company maintains a structured Training and Competency Programme designed to ensure that employees possess the knowledge, skills, and regulatory awareness necessary to perform their duties effectively and in accordance with applicable legal and regulatory requirements.

Training is provided through a combination of internal instruction, external professional development programmes, industry-specific training courses, workshops, and specialist masterclasses. The programme is designed to support operational excellence, regulatory compliance, responsible gaming obligations, AML/CTF requirements, payment operations, information security, and customer protection.

The Company maintains access to a dedicated online learning management platform that provides role-specific training and certification programmes for relevant personnel.

16.1. Employee Induction and Onboarding

All new employees receive onboarding training relevant to their role and responsibilities.

Induction training include:

- Introduction to the Company's operations and policies;
- Regulatory and licensing requirements;
- AML/CTF obligations;
- Responsible Gaming requirements;
- Information security and data protection;
- Customer protection principles;
- Operational procedures and systems training.

Employees are expected to complete assigned training within prescribed timeframes before assuming full operational responsibilities.

16.2. Mandatory Compliance Training

Personnel whose responsibilities involve customer interaction, payments, compliance, fraud prevention, or operational decision-making are required to complete mandatory compliance training programmes.

Training topics may include:

- Anti-Money Laundering and Counter-Terrorist Financing (AML/CTF);

- Responsible Gaming and Player Protection;
- Anti-Bribery and Ethical Conduct;
- Fraud Prevention and Payment Security;
- Data Protection and Privacy;
- Information Security and Cybersecurity Awareness;
- Regulatory Compliance Requirements.

Mandatory training is periodically refreshed to ensure employees remain informed of regulatory developments, emerging risks, and operational changes.

16.3. Role-Specific Training

In addition to mandatory compliance training, employees receive training relevant to their specific functions and responsibilities.

Examples include:

- Customer Service and Customer Relationship Management;
- Payment Operations and Fraud Prevention;
- Casino and Sportsbook Operations;
- Responsible Gaming Interventions;
- Complaint Handling and Customer Protection;
- Information Security and PCI-DSS Awareness;
- Marketing Compliance and Responsible Advertising Practices.

Training requirements are determined based on job function, access privileges, and operational responsibilities.

16.4. Professional Development and External Training

The Company encourages continuous professional development and may enrol employees in external industry training programmes, conferences, workshops, webinars, and specialist masterclasses offered by recognised industry organisations, service providers, and professional training institutions.

Employees working within Compliance, Payments, Risk, Marketing, Responsible Gaming, and Management functions may be required to attend additional specialised training programmes relevant to their areas of responsibility.

16.5. Assessment and Competency Monitoring

Training programmes may include knowledge assessments, examinations, certifications, practical exercises, or competency reviews. Where assessments are required, employees must successfully complete the prescribed evaluation criteria before training is considered complete.

The Company monitors training completion rates, certification status, and competency requirements to ensure personnel remain appropriately qualified for their assigned responsibilities

16.6. Training Records

Records of employee training, certifications, assessments, attendance, and competency activities are maintained by the Company.

Training records include:

- Courses assigned and completed;
- Assessment results and certifications;
- Attendance at workshops and masterclasses;
- Refresher training activities;
- Role-specific competency requirements.

Training records are retained in accordance with the Company's record retention procedures and may be made available to regulatory authorities upon request.

17. Appendices

Appendix A: Supplier and Third-Party Technology Register.

Appendix B: Payment Method Register.

Appendix C: Training and Competency Matrix.

Appendix D: Terms and Conditions Betfinal.

Appendix E: Terms and Conditions Cosmoswin.

Appendix F: Terms and Conditions Betistar.

Appendix A

Supplier and Third-Party Technology Register

Supplier	Service Category	Service Description	Criticality	Oversight Owner
EveryMatrix N.V.	Platform provider	Turnkey gaming platform, sportsbook, casino aggregation, player account management and related back-office services.	Critical	Operations / Technology
IT Technology Solutions Limited	Platform provider, Game provider, Payment service provider	Turnkey gaming platform, sportsbook, casino, payment gateway and related back-office services.	Critical	Operations / Technology
Cloudflare Inc.	Hosting and cloud infrastructure providers	DNS, CDN, traffic filtering, WAF and DDoS protection.	Critical	Technology
Amazon AWS	Hosting and cloud infrastructure providers	Cloud hosting and infrastructure services.	Critical	Technology
Bulletproof Solutions Inc.	Cybersecurity service providers	PCI DSS compliance support and cybersecurity advisory services.	High	Technology / Compliance
Chargeforwards Limited	Identity and KYC verification providers, AML/CTF screening providers, Fraud prevention tools providers	Customer identity verification, AML screening, fraud prevention and chargeback management tools.	Critical	Compliance / Payments
EGIS FZCO	Alternative Dispute Resolution provider	CGA-certified ADR services.	High	Compliance
iGaming Academy Limited	Training Provider	Online compliance and role-based training platform.	Low	Compliance
Twilio Ireland Limited	Customer communication provider	Email delivery services for customer communications.	High	Customer Support / Technology

Quality Unit s.r.o.	Customer communication provider	Customer communication, live chat and support ticketing system.	Medium	Customer Support
MIR Limited UK	Payment service provider	Payment processing services.	Critical	Payments
Nuvei Limited	Payment service provider	Payment processing services.	Critical	Payments
Skrill Limited	Payment service provider	Payment processing services.	Critical	Payments
Paysafe Payment Solutions Limited	Payment service provider	Payment processing services.	Critical	Payments
Q500 Europe EOOD	Payment service provider	Payment processing services.	Critical	Payments
Helio Fintech Limited	Payment service provider	Payment processing services.	Critical	Payments
FD Transfers LLC	Payment service provider	Payment processing services.	Critical	Payments
PSI-Pay Limited	Payment service provider	Payment processing services.	Critical	Payments
Newera Payment Technologies Limited	Payment service provider	Payment processing services.	Critical	Payments
Mixecon Limited	Payment service provider	Payment processing services.	Critical	Payments
Market Maven Consulting	Payment service provider	Payment processing services.	Critical	Payments
AeterEdge Costa Rica X S.R.L.	Payment service provider	Payment processing services.	Critical	Payments
Jeton Bank Limited	Payment service provider	Payment processing services.	Critical	Payments
Golden Way Payments Limited	Payment service provider	Payment processing services.	Critical	Payments
Stic Financial Limited	Payment service provider	Payment processing services.	Critical	Payments
Technoholic FZC	Payment service provider	Payment processing services.	Critical	Payments
Tamaris (Giraltar) Ltd.	Game provider	Casino game content provider.	High	Operations
Play'n GO Hungary Kft	Game provider	Casino game content provider.	High	Operations
Vagi Limited	Game provider	Casino game content provider.	High	Operations
Playtech Software Limited	Game provider	Casino and live casino game content provider.	High	Operations

Bet Live Studios S.R.L.	Game provider	Live casino game content provider.	High	Operations
SA Technology N.V.	Game provider	Casino game content provider.	High	Operations
Volt Entertainment B.V.	Game provider	Casino game content provider.	High	Operations
Endorphina Limited	Game provider	Casino game content provider.	High	Operations
Uniquent Limited	Game provider	Casino game content provider.	High	Operations
Topchik N.V.	Game provider	Casino game content provider.	High	Operations
Evoplay Entertainment Limited	Game provider	Casino game content provider.	High	Operations
Red Rake Tech SL.	Game provider	Casino game content provider.	High	Operations
Relax Gaming Networks Limited	Game provider	Casino game content provider.	High	Operations
GrooveGaming Limited	Game provider	Casino game content provider.	High	Operations
ELK Studios Malta Limited	Game provider	Casino game content provider.	High	Operations
N-Serve Limited	Game provider	Casino game content provider.	High	Operations
S.C. MNG Production S.R.L.	Game provider	Casino game content provider.	High	Operations
Relax Gaming International Limited	Game provider	Casino game content provider.	High	Operations
EGT Interactive Limited	Game provider	Casino game content provider.	High	Operations
Stable Games Limited	Game provider	Casino game content provider.	High	Operations
Direx N.V.	Game provider	Casino game content provider.	High	Operations
Prima Networks Limited	Game provider	Casino game content provider.	High	Operations
WorldMatch S.R.L.	Game provider	Casino game content provider.	High	Operations
Nolimit City Services Limited	Game provider	Casino game content provider.	High	Operations
Smartsoft Limited	Game provider	Casino game content provider.	High	Operations
TaDa B.V.	Game provider	Casino game content provider.	High	Operations

PGM Solutions Limited	Game provider	Casino game content provider.	High	Operations
Red Tiger International (IOM) Limited	Game provider	Casino game content provider.	High	Operations
IT Management Santora B.V.	Game provider	Casino and live casino game content provider.	High	Operations
Tamaris (Giraltar) Limited	Game provider	Casino and live casino game content provider.	High	Operations
G Overseas Services B.V.	Game provider	Casino and live casino game content provider.	High	Operations
Meridian Gaming Limited	Game provider	Casino game content provider.	High	Operations
iMoon B.V.	Game provider	Casino game content provider.	High	Operations
ORYX Sales Distribution Limited	Game provider	Casino game content provider.	High	Operations
ORYX Gaming Limited	Game provider	Casino game content provider.	High	Operations
Galaxsys LLC	Game provider	Casino game content provider.	High	Operations
Habanero Systems B.V.	Game provider	Casino game content provider.	High	Operations
Gamzix Technology OU	Game provider	Casino game content provider.	High	Operations
Spribe OU	Game provider	Casino game content provider.	High	Operations
Technologies Hub Limited	Game provider	Casino game content provider.	High	Operations
Prime Innovations B.V.	Game provider	Casino game content provider.	High	Operations
Betsoft Gaming Limited	Game provider	Casino game content provider.	High	Operations
Microgaming Software Systems Limited	Game provider	Casino game content provider.	High	Operations
Playson Limited	Game provider	Casino game content provider.	High	Operations
Spinomenal (2014) Limited	Game provider	Casino game content provider.	High	Operations
Mirage Corporation N.V.	Game provider	Casino game content provider.	High	Operations
Golden Bet Limited	Game provider	Casino game content provider.	High	Operations

Tom Horn Gaming Limited	Game provider	Casino game content provider.	High	Operations
Booming Games Limited	Game provider	Casino game content provider.	High	Operations
Booongo Entertainment N.V.	Game provider	Casino game content provider.	High	Operations
Casino Technology AD	Game provider	Casino game content provider.	High	Operations
Kiron Interactive (Pty) Limited	Game provider	Casino game content provider.	High	Operations
Media Stream AG	Game provider	Casino game content provider.	High	Operations
ISB Technology Limited	Game provider	Casino game content provider.	High	Operations
Net Entertainment Malta Limited	Game provider	Casino game content provider.	High	Operations
QuickSpin AB	Game provider	Casino game content provider.	High	Operations
Ezugi N.V.	Game provider	Casino and live casino game content provider.	High	Operations
Livotech Software Solutions N.V.	Game provider	Casino and live casino game content provider.	High	Operations
UAB "TV Žaidimai"	Game provider	Casino and live casino game content provider.	High	Operations
Football1X2 Limited	Game provider	Casino game content provider.	High	Operations
Xpro Solutions Limited	Game provider	Casino game content provider.	High	Operations
Thunderkick AB	Game provider	Casino game content provider.	High	Operations
Hacksaw AB	Game provider	Casino game content provider.	High	Operations
OT Malta Limited	Game provider	Casino game content provider.	High	Operations

Appendix B

Payment Method Register

Payment Method	Deposit	Withdrawal	Brands
VISA/ Mastercard	Yes	Yes	Betfinal, Cosmoswin
Bank Transfer	No	Yes	Betfinal, Cosmoswin
BinancePay	Yes	Yes	All Brands
ApplePay	Yes	No	Betfinal, Cosmoswin
GooglePay	Yes	No	Betfinal, Cosmoswin
Cryptocurrencies	Yes	Yes	All Brands
MoonPay	Yes	No	Betfinal, Cosmoswin
Cash Plus	Yes	Yes	Betfinal, Cosmoswin
DabaPay	Yes	Yes	Betfinal, Cosmoswin
CIH Bank	Yes	Yes	Betfinal, Cosmoswin
Attijari Wafa Bank	Yes	Yes	Betfinal, Cosmoswin
Al Barid Bank	Yes	Yes	Betfinal, Cosmoswin
DabaPay	Yes	Yes	Betfinal, Cosmoswin
Vodafone Cash	Yes	Yes	Betfinal, Cosmoswin
Orange Cash	Yes	Yes	Betfinal, Cosmoswin
Etissalat	Yes	Yes	Betfinal, Cosmoswin
InstaPay	Yes	No	Betfinal, Cosmoswin
Touch&Go	Yes	Yes	Betfinal, Cosmoswin
Online Banking MY	Yes	Yes	Betfinal, Cosmoswin
Duitnow QR-code	Yes	No	Betfinal, Cosmoswin
MuchBetter	Yes	Yes	Betfinal, Cosmoswin
Jeton	Yes	Yes	Betfinal, Cosmoswin
Skrill	Yes	Yes	Betfinal, Cosmoswin
Neteller	Yes	Yes	Betfinal, Cosmoswin
SticPay	Yes	Yes	Betfinal, Cosmoswin
EcoPayz	Yes	Yes	Betfinal, Cosmoswin
Voucherry	Yes	No	All Brands
Zicharge	Yes	Yes	All Brands

Appendix C

Training and Competency Matrix

Training Module	Customer Support	Payments	Compliance	Marketing	Management	Frequency
Introduction to iGaming (Curaçao)	X	X	X	-	X	Onboarding
Online Casino Management	-	-	-	X	X	Onboarding
Customer Service	X	-	-	-	-	Onboarding
Customer Relationship Management	-	-	-	X	X	Onboarding
AML/CFT Curaçao Regulations	-	X	X	-	X	Annually
AML/CFT Foundation	-	X	X	-	X	Onboarding
AML/CFT Foundation: A Recap	-	X	X	-	X	Annually
Anti-Fraud & Payments Handling	-	X	X	-	X	Annually
RG Curaçao Regulations	X	X	X	X	X	Annually
RG Foundation	X	X	X	X	X	Onboarding
RG Foundation: A Recap	X	X	X	X	X	Annually
Understanding the Problem Gambler	X	-	-	-	-	Annually
The Psychology of Gambling Addiction	X	-	-	-	-	Annually
Recognising & Responding to Emotional Distress	X	-	-	-	-	Annually
Communication Styles & Techniques	X	-	-	-	-	Annually
Emotional Intelligence & Empathy in Communication	X	-	-	-	-	Annually
Handling the Threat of Suicide	X	-	-	-	-	Annually
Recognising & Responding to Signs of Suicide	X	-	-	-	-	Annually
Understanding Suicide & Problem Gambling	X	-	-	-	-	Annually
Managing Difficult Feelings Within Yourself	X	-	-	-	-	Annually
General Data Protection Regulation	X	X	X	X	X	Annually
Information Security	X	X	X	X	X	Annually
Cybersecurity Awareness	X	X	X	X	X	Annually
Payment Card Industry Data Security Standard (PCI DSS)	-	X	X	-	-	Annually
Introduction to Blockchain	X	X	X	-	-	Onboarding
Slot Games	-	-	-	-	X	Onboarding

Anti-Bribery (Curaçao)	X	X	-	-	-	Annually
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Appendix D

Terms and Conditions Betfinal

This site is owned and operated by Final Enterprises N.V. Kaya Richard J. Beaujon z/n Curacao and Netglenn Ltd, 75 Prodromou Avenue, Oneworld Parkview House, 2063, Nicosia, Cyprus.

The following rules form an agreement between Betfinal and its clients. By registering with Betfinal you declare your full understanding and acceptance of these rules.

The reference language of the present Terms and Conditions is English. Despite the care brought to our translations, in case of difficulty in comprehension of a clause of these Terms and Conditions, only the English version will be valid.

1. User Account

1. Your account must be registered with your correct name and details. You must keep your registration information up to date at all times. If you realize that the information provided at registration is incorrect or has been updated, you must inform us immediately.
2. Clients must be at least 18 years of age to place bets. Betfinal.com reserves the right to ask for proof of age from clients and to suspend their account until satisfactory documentation is provided.
3. It is your sole responsibility to maintain the confidentiality of your password. You are fully responsible for all activity that occurs under your username and password.
4. You may only register once as a customer with us and only manage one player account. You are not permitted to register again using another name or another e-mail address. In particular, you are not permitted to register third parties, even if they give their consent in that respect. This also applies, among other things, to friends and relations. You are not permitted to sell, transfer or acquire your account.
5. You are not allowed to open any duplicate account, using the same address (postal or IP) or device.

6. Access to certain Services on the Website may not be legal for some or all residents of or persons present in certain countries. We do not intend that the Website and Services be used by persons in countries in which such activities are illegal. It is the Customer's responsibility to make sure to not use a VPN, proxy or similar service that masks or manipulates the identification of your real location, or otherwise provides false or misleading information regarding your location or place of residence. Betfinal.com reserves the right to ask for proof of address from clients and to suspend their account until satisfactory documentation is provided.
7. If your account holds a positive balance and you have not placed any bets on our website over a period of 12 consecutive months, your account will be designated inactive. Beginning at the end of the 1st month after the designation of an account as inactive, we will make an administrative charge in the amount of 5 USD/month for an inactive account until all remaining funds have been cleared. If there is no remaining balance, the account fee will no longer apply.
8. We record or keep copies of all communications that you have with our team members. When you contact us, you will not make statements that use derogatory terms and/or incite hatred or are sexually explicit, racist, grossly offensive, abusive, defamatory, or otherwise harasses, threatens, or causes distress or inconvenience to our team members.
9. Betfinal.com does not allow any registrations from customers residing in Belgium, Bulgaria, Denmark, France, France Metropolitan, French Guiana, French Polynesia, French S., and An. Lands, Gibraltar, Guernsey, Hungary, Ireland, Israel, Jersey, Isle of Man, Martinique, Mayotte, Reunion, Scotland, Spain, Turkey, Portugal, Russia, Netherlands and Antilles, Czech Republic, Ukraine, United Kingdom, Australia, New Zealand and United States of America (Including Minor Outlying Islands).

1. Payments

- 1.1.1. You must ensure that all deposits made on betfinal.com come from a card/account which is in your name. We are under a strict duty as a gambling operator, in accordance with various laws and regulations, to ensure that you are who you claim to be and that the funds that you use to play are your funds and are earned legitimately. Failure to provide any information asked of you to enable us to comply with our obligations under such laws and regulations or providing incorrect information will result in your account being closed and/or you being reported to the relevant regulatory body.
- 1.1.2. All withdrawals have to be processed to the same account, from which the win-generating deposit has been made. If a withdrawal to the used deposit method is not possible, the funds will have to be sent to a bank account of which you have to be the named account holder. The payment methods made available to you may change at any time. If you deposit using a number of payment methods, we reserve the right to split your withdrawal across such payment methods and process each

part through the respective payment method at our discretion and in accordance with anti-money laundering policies and regulations.

1.1.3. If you use cryptocurrency for payments, please ensure the following to avoid any issues or loss of funds:

- Always select the correct network and cryptocurrency when making a deposit.
- For withdrawals, ensure the selected network is supported by Betfinal, as transactions to unsupported networks will result in the loss of funds.
- Deposits below the required minimum will not be accepted and will also result in the loss of funds.

1.1.4. A withdrawal of deposited funds that have not previously been wagered for services offered on betfinal.com is not possible.

If an exception is made for any reason, a transaction fee of 10% of the deposited amount will be charged.

1.1.5. We do not offer any refunds of deposited funds. Please see also our refund policy here.

1.1.6. If an account has insufficient funds as a result of a deposit that has been cancelled by you or the payment processing party, betfinal.com reserves the right to cancel any bet that may have been accepted retroactively.

1.1.7. The maximum allowed winnings and/or withdrawal from no-deposit bonuses are limited to 200 USD. Any exceeding winnings generated from Free Bonuses and following winnings from that amount will be void.

1.1.8. Any deposited funds, generated winnings, or other actionable claims are excluded from being transferred or given to any third party.

1.1.9. If we mistakenly credit Your Account with winnings that do not belong to you for any reason, these will be removed from Your Account.

1.1.10. All payments are subject to Betfinal's General Bonus Terms.

2. Betting

2.1.1. The minimum amount for a bet is 1 currency unit.

2.1.2. Clients cannot cancel or change a bet once the bet has been placed and confirmed.

2.1.3. Winnings will be credited to the client's accounts following confirmation of the final official result.

2.1.4. When an event is canceled, all bets referring will be canceled automatically and the related accounts will be refunded.

2.1.5. You cannot use any technical error or vulnerability to your advantage. We will be entitled to cancel and reclaim all winnings gained in this manner. You may be using a connection or equipment which is slower than such equipment used by others and this may affect your performance in time-critical events offered via the Website

2.1.6. You will not be involved in any fraudulent, collusive, fixing, or other unlawful activity in relation to your (or third party) use of the Site. You shall not use any software-assisted methods or techniques or hardware devices in aid of your participation in the Games on the Site.

2.1.7. Betfinal.com reserves the right to refuse any bet or part of a bet before the game starts.

- 2.1.8. The maximum stake allowed per bet is 5000 USD or equal in other currencies.
- 2.1.9. Bets will be accepted up to the advertised start time. If a bet is inadvertently accepted which includes an event after its start time, the match/bet will be treated as a 'non-runner'.
- 2.1.10. Betfinal.com reserves the right to void any or all bets made by any person or group of persons acting in an attempt to defraud us. If there is evidence of a series of bets, each containing the same selection having been placed by or for the same individual or syndicate of individuals, betfinal.com reserves the right to make such bets void and suspend relevant accounts. This rule applies to both settled and unsettled bets.
- 2.1.11. Although every effort is made to ensure that information displayed on site with regards to an event is correct, it is to be used as a guide only. In the event of any particular information (score, time of the game, etc) being incorrect we assume no liability for this. Please refer to our betting rules for information on how we settle individual markets.
- 2.1.12. Prior to the start of an event, In-Play, or after the event, betfinal.com does not accept any responsibility for typing, human or palpable errors, which lead to obvious price errors. In such cases, all bets will be deemed void or settled at our revised price.
- 2.1.13. Multiple bets that combine different selections within the same event are not accepted where the outcome of one affects or is affected by the other. If such a bet is taken in error, the bet may be voided at our discretion.
- 2.1.14. Any winnings generated while using a virtual proxy network, data center, or other means of hiding or masking your real location are considered void and may be forfeited if no written permission has been granted by the operator previously.
- 2.1.15. It is not permitted to use the Double-Up or gamble feature to increase win values in any Casino game or Sportsbet, and winnings resulting from such strategies will be avoided.
- 3. Account Verification and Anti-Money Laundering Policy
 - 3.1.1. By agreeing to these Terms and conditions, the Customer authorizes Betfinal to undertake verification checks as required by ourselves or by third parties such as regulatory bodies to confirm the age, identity, and contact details to prevent money laundering.
 - 3.1.2. If the player deposits more than 2,000 USD or equal in any other currency and/or requests a withdrawal, we require the following documentation:
 - 3.1.2.1. A colored copy of the Identity card or Passport with a photo.
 - 3.1.2.2. A copy of a recent utility bill showing the name and address registered in the User's account.
 - 3.1.2.3. A copy of all credit cards used (front and back, hiding the 6 digits in the middle and the security code). For other payment options, reasonable additional documents may be required.
 - 3.1.3. Betfinal is entitled to perform checks on Players' identity at any time
 - 3.1.4. Any attempt to elude the security checks will result in the closure of the account.

- 3.1.5. Betfinal does not allow withdrawals to payment methods that customers have never used as a deposit method. (Not including bank account transfers)
- 3.1.6. Betfinal does not send money to other accounts than the one that has made a deposit. During the withdrawal process, Betfinal verifies that the person receiving a withdrawal is the same person who has made a deposit.
- 3.1.7. Withdraws to a different country than the deposit was made from are not allowed.
- 3.1.8. Credit cards that are issued in a different country than the customer country are monitored separately for any fraudulent activity.
- 3.1.9. Any suspicious activity of money laundering will be forwarded to the AML Compliance Officer and reported to the respective authorities.

Betfinal considers these rules to be fair. Should you need any advice regarding these rules, please contact us at helpdesk@betfinal.com.

Betfinal reserves the right to cancel or amend these terms & conditions at any point without any prior notice.

Any changes to these rules will be displayed on our website, and it is the customer's responsibility to keep updated on any changes.

Any monies deposited with us are protected in the event of our insolvency by virtue of such monies being held by our bank in designated accounts.

1. Absolute Restriction

The United States of America, the United Kingdom, Spain, France, and Italy.

2. Blacklisted Territories

NetEnt content shall not be served in the following territories:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe.

3. Regulated Territories (only permitted to offer if receipt of a license from the local regulator which has been seen and approved by NetEnt)

Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, United Kingdom, and the United States of America.

4. Branded Game Territories

- Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix & Motörhead, and Planet of the Apes cannot be offered in the following countries:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, United States of America, United Kingdom, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, and Ukraine.

- Vikings Video Slot must not be offered in the following jurisdictions:

Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.

- Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon, and The Invisible Man), can only be played in the following countries:

Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

Appendix E

Terms and Conditions Cosmoswin

Cosmoswin.com is owned by Final Enterprises N.V. Kaya Richard J. Beaujon z/n Curaçao, Registration Number 137397 and Netglenn Ltd, 75 Prodromou Avenue, Oneworld Parkview House, 2063, Nicosia, Cyprus, Registration Number HE395586, acts as its payment agent. Cosmoswin.com operates under a license (CGA License number OGL/2024/420/0675) in Curaçao.

The following rules form an agreement between Cosmoswin and its clients. By registering with Cosmoswin you declare your full understanding and acceptance of these rules.

The reference language of the present Terms and Conditions is English. Despite the care brought to our translations, in case of difficulty in comprehension of a clause of these Terms and Conditions, only the English version will be valid.

1. User Account

Your account must be registered with your correct name and details. You must keep your registration information up to date at all times. If you realize that the information provided at registration is incorrect or has been updated, you must inform us immediately. Clients must be at least 18 years of age to place bets. Cosmoswin.com reserves the right to ask for proof of age from clients and to suspend their account until satisfactory documentation is provided.

It is your sole responsibility to maintain the confidentiality of your password. You are fully responsible for all activity that occurs under your username and password.

You may only register once as a customer with us and only manage one player account. You are not permitted to register again using another name or another email address. In particular, you are not permitted to register third parties, even if they give their consent in that respect. This also applies, among other things, to friends and relations. You are not permitted to sell, transfer or acquire your account.

You are not allowed to open any duplicate account, using the same address (postal or IP) or device.

Access to certain Services on the Website may not be legal for some or all residents of or persons present in certain countries. We do not intend that the Website and Services be used by persons in countries in which such activities are illegal. It is the Customer's responsibility to make sure to not use a VPN, proxy or similar service that masks or manipulates the identification of your real location, or otherwise provides false or misleading information regarding your location or place of residence. Cosmoswin.com reserves the right to ask for proof of address from clients and to suspend their account until satisfactory documentation is provided.

If your account holds a positive balance and you have not placed any bets on our website over a period of 12 consecutive months, your account will be designated inactive. Beginning at the end of the 1st month after the designation of an account as inactive, we will make an administrative charge in the amount of 5 USD/month for an inactive account until all remaining funds have been cleared. If there is no remaining balance, the account fee will no longer apply.

We record or keep copies of all communications that you have with our team members. When you contact us, you will not make statements that use derogatory terms and/or incite hatred or are sexually explicit, racist, grossly offensive, abusive, defamatory, or otherwise harasses, threatens, or causes distress or inconvenience to our team members.

Cosmoswin.com does not allow any registrations from customers residing in Belgium, Bulgaria, Denmark, France, France Metropolitan, French Guiana, French Polynesia, French S., and An. Lands, Gibraltar, Guernsey, Hungary, Ireland, Israel, Jersey, Isle of Man, Martinique, Mayotte, Reunion, Scotland, Spain, Turkey, Portugal, Russia, Netherlands and Antilles, Czech Republic, Ukraine, United Kingdom, Australia, New Zealand and United States of America (Including Minor Outlying Islands).

2. Payments

You must ensure that all deposits made on Cosmoswin.com come from a card/account which is in your name. We are under a strict duty as a gambling operator, in accordance with various laws and regulations, to ensure that you are who you claim to be and that the funds that you use to play are your funds and are earned legitimately. Failure to provide any information asked of you to enable us to comply with our obligations under such laws and regulations or providing incorrect information will result in your account being closed and/or you being reported to the relevant regulatory body.

All withdrawals have to be processed to the same account, from which the win-generating deposit has been made. If a withdrawal to the used deposit method is not possible, the funds will have to be sent to a bank account of which you have to be the named account holder. The payment methods made available to you may change at any time. If you deposit using a number of payment methods, we reserve the right to split your withdrawal across such payment methods and process each part through the respective payment method at our discretion and in accordance with anti-money laundering policies and regulations.

A withdrawal of deposited funds that have not previously been wagered for services offered on Cosmoswin.com is not possible. If an exception is made for any reason, a transaction fee of 10% of the deposited amount will be charged.

We do not offer any refunds of deposited funds. Please see our refund policy [here](#).

If an account has insufficient funds as a result of a deposit that has been canceled by you or the payment processing party, Cosmoswin.com reserves the right to cancel any bet that may have been accepted retroactively.

The maximum allowed winnings and/or withdrawal from no-deposit bonuses are limited to 200 USD. Any exceeding winnings generated from Free Bonuses and following winnings from that amount will be void.

Any deposited funds, generated winnings, or other actionable claims are excluded from being transferred or given to any third party. If we mistakenly credit Your Account with winnings that do not belong to you for any reason, these will be removed from Your Account. All payments are subject to Cosmoswin's General Bonus Terms

3. Betting

The minimum amount for a bet is 1 currency unit.

Clients cannot cancel or change a bet once the bet has been placed and confirmed.

Winnings will be credited to the client's accounts following confirmation of the final official result.

When an event is canceled, all bets referring will be canceled automatically and the related accounts will be refunded.

You cannot use any technical error or vulnerability to your advantage. We will be entitled to cancel and reclaim all winnings gained in this manner. You may be using a connection or equipment which is slower than such equipment used by others and this may affect your performance in time-critical events offered via the Website

You will not be involved in any fraudulent, collusive, fixing, or other unlawful activity in relation to your (or third party) use of the Site. You shall not use any software-assisted methods or techniques or hardware devices in aid of your participation in the Games on the Site.

Cosmoswin.com reserves the right to refuse any bet or part of a bet before the game starts.

The maximum stake allowed per bet is 5000 USD or equal in other currencies

Bets will be accepted up to the advertised start time. If a bet is inadvertently accepted which includes an event after its start time, the match/bet will be treated as a 'non-runner'.

Cosmoswin.com reserves the right to void any or all bets made by any person or group of persons acting in an attempt to defraud us. If there is evidence of a series of bets, each containing the same selection having been placed by or for the same individual or syndicate of individuals, Cosmoswin.com reserves the right to make such bets void and suspend relevant accounts. This rule applies to both settled and unsettled bets.

Although every effort is made to ensure that information displayed on site with regards to an event is correct, it is to be used as a guide only. In the event of any particular information (score, time of the game, etc) being incorrect we assume no liability for this. Please refer to our betting rules for information on how we settle individual markets.

Prior to the start of an event, In-Play, or after the event, Cosmoswin.com does not accept any responsibility for typing, human or palpable errors, which lead to obvious price errors. In such cases, all bets will be deemed void or settled at our revised price.

Multiple bets that combine different selections within the same event are not accepted where the outcome of one affects or is affected by the other. If such a bet is taken in error, the bet may be voided at our discretion.

Any winnings generated while using a virtual proxy network, data center, or other means of hiding or masking your real location are considered void and may be forfeited if no written permission has been granted by the operator previously.

It is not permitted to use the Double-Up or gamble feature to increase win values in any Casino game or Sportsbet, and winnings resulting from such strategies will be avoided.

4. Account Verification and Anti-Money Laundering Policy

By agreeing to these Terms and conditions, the Customer authorizes Cosmoswin to undertake verification checks as required by ourselves or by third parties such as regulatory bodies to confirm the age, identity, and contact details to prevent money laundering. If the player deposits more than 2,000 USD or equal in any other currency and/or requests a withdrawal, we require the following documentation:

A colored copy of the Identity card or Passport with a photo.

A copy of a recent utility bill showing the name and address registered in the User's account.

A copy of all credit cards used (front and back, hiding the 8 digits in the middle and the security code). For other payment options, reasonable additional documents may be required.

Cosmoswin is entitled to perform checks on Players' identity at any time

Any attempt to elude the security checks will result in the closure of the account.

Cosmoswin does not allow withdrawals to payment methods that customers have never used as a deposit method. (Not including bank account transfers)

Cosmoswin does not send money to other accounts than the one that has made a deposit. During the withdrawal process, Cosmoswin verifies that the person receiving a withdrawal is the same person who has made a deposit.

Withdrawals to a different country than the deposit was made from are not allowed.

Credit cards that are issued in a different country than the customer country are monitored separately for any fraudulent activity.

Any suspicious activity of money laundering will be forwarded to the AML Compliance Officer and reported to the respective authorities.

Cosmoswin considers these rules to be fair. Should you need any advice regarding these rules, please contact us at support@cosmoswin.com

Cosmoswin reserves the right to cancel or amend these terms & conditions at any point without any prior notice. Any changes to these rules will be displayed on our website, and it is the customer's responsibility to keep updated on any changes.

Any monies deposited with us are protected in the event of our insolvency by virtue of such monies being held by our bank in designated accounts.

1. Absolute Restriction

The United States of America, the United Kingdom, Spain, France, and Italy.

2. Blacklisted Territories

NetEnt content shall not be served in the following territories:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe.

3. Regulated Territories (only permitted to offer if receipt of a license from the local regulator which has been seen and approved by NetEnt)

Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, United Kingdom, and the United States of America.

4. Branded Game Territories

Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix & Motörhead, and Planet of the Apes cannot be offered in the following countries: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, United States of America, United Kingdom, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, and Ukraine.

Vikings Video Slot must not be offered in the following jurisdictions:

Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.

Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon, and The Invisible Man), can only be played in the following countries:

Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

Appendix F

Terms and Conditions Betistar

Betistar may update, amend, edit and supplement the Betistar Rules at any time. Any substantial amendment to the Betistar Rules shall be notified in advance by Betistar to the Account Holder, before coming into effect and will require your consent. If you do not agree with the amendment(s) to the Betistar rules, you will not be permitted to continue using the Services. All references in the Betistar Rules to the singular shall include the plural and vice versa. All references to “the” shall include “a/an” and vice versa. If the player refuses to comply with the mentioned requirements, the withdrawal amount is subject to a 6% fee.

1. General Introduction, definitions and stipulations

- 1.1. An “Account Holder” is an individual having a contractual relationship with Betistar by creating a Betistar Account on the Website.
- 1.2. A “Betistar Account” is an account held by an Account Holder, for bona fide transactions, with a strict aim to establish a normal commercial relationship with Betistar and with the strict purpose of conducting betting and other gaming and gambling transactions.
- 1.3. The “Contract” is the contractual relationship between Betistar and an Account Holder and shall be constituted under and governed by the Betistar Rules, i.e. the “Terms and Conditions”.
- 1.4. The “Website” is the internet gateway, where all current and relevant information regarding Betistar operations is published, and through which the Services are provided to the Account Holders
- 1.5. The “Services” are the gaming and betting offers provided by Betistar to the Account Holder through the Website.
- 1.6. A “Card” refers to all types of cards with a function of “payment”, “charge”, “debit”, “credit”, “virtual” and/or similar.
- 1.7. A “Payment Solution Provider” is an intermediary acting as a payment agent for various different payment methods.
- 1.8. A “Financial Institution” is a bank and/or other institution regulated by an applicable domestic financial services Act or similar.
- 1.9. “Force Majeure” refers to any occurrence or condition beyond one’s reasonable control which leads to a delay or default in the performance of the affected party’s contractual obligation and shall, for the purposes of the Betistar Rules, include Acts of God, government restrictions (including the denial or cancellation of any necessary license where such denial or cancellation is made through no fault of the affected party), wars, outbreak of hostilities, riots, civil disturbances, insurrections, acts of terrorism, fire, explosions, floods, theft, malicious damage, strikes, lockouts, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 1.10. “Client Application” shall mean the web browser application opened by the Account Holder in order to use the Services.
- 1.11. “Software” shall mean all software used by Betistar to offer and/or operate the Services and/or run the Client Application.
- 1.12. A “Prize” is an amount, a bonus or a reward that can be won by the Account Holder.
- 1.13. An “Inactive Account” is a Betistar Account which has not recorded any log-in and/or log-out for a period exceeding 12 consecutive months.
- 1.14. Bets are cancelled if there is an inaccuracy in the names of players or teams, if the wrong odds are offered, if a wrong total is quoted, if a wrong handicap is quoted, etc. In these instances the bets are void.

- 1.15. 1.15 All trademarks, service marks and trade names as well as images, graphics, text, concepts or methodologies (collectively the “Intellectual Assets”) found on the Website, the Client Application and the material contained therein are the exclusive property of Betistar and/or Betistar's suppliers and partners. The Account Holder is not entitled to exploit or otherwise use any Intellectual Asset for whatever purpose, except for what is allowed by law.

2. Account Rules

2.1. Creation of a Betistar Bet Account

2.1.1. An individual cannot participate in a game for money unless that individual is an Account Holder. To be registered as a player, an individual must register personally and submit an application for registration. The following information must be provided:

- date of birth and provide valid identification showing that the player is over eighteen (18) years of age or the applicable legal age of majority as stipulated in the jurisdiction of your residence (identification documents which must be submitted include: copy of a valid identity card, passport or driving license);
- player's first and last name;
- player's full residential address;
- player's valid email address;
- a username and a password.

2.1.2. An individual applying to become an Account Holder warrants and represents not to be under the age of eighteen (18) years. Minors cannot register as a player and cannot hold a Betistar Account. Betistar reserves the right to request additional proof of age and perform additional checks in order to verify the information provided. A Betistar Account may be suspended until satisfactory proof of age is provided.

2.1.3. An individual applying to become an Account Holder furthermore warrants and represents:

- to be a physical person (a legal entity will not be accepted as an Account Holder);
- not to be a resident of Uganda, South Africa, Croatia, Slovenia, Greece, Sweden, Romania, Belarus, Switzerland, Lithuania, Monaco, Estonia, Latvia, Isle of Man, Afghanistan, Antigua and Barbuda, Australia, Belgium, Bulgaria, Cayman Islands, Cuba, Cyprus, Czech Republic, Denmark, France, French Guyana, French Polynesia, French Southern Territories, Guadeloupe, Germany, Hong Kong, Hungary, Iran, Ireland, Israel, Italy, Japan, Kahnawake, Libya, Macau, Malta, Martinique, Mayotte, Myanmar, Netherlands, Netherlands Antilles, North Korea, Philippines, Poland, Portugal, Réunion, Russia, Serbia, Singapore, Spain, Sudan, Syria, Turkey,

United Kingdom, United States, Vatican City, Yemen (please be aware of particular country exclusions for Casino – Games – Live Casino, Poker and Bingo); Betistar reserves the right to block the access to the website and not to pay the winning to the players from the mentioned countries;

- not to be a professional player in any sport, competition or league where Betistar offers betting;
- not to be restricted by limited legal capacity;
- not to be acting on behalf of another party;
- not to be classified as a compulsive problem gambler, and/or be included (whether voluntarily or involuntarily) on any register or database of excluded players;
- not to be depositing monies originating from criminal and/or other illegal activities;
- not to be depositing monies through a Card which the Account Holder is not authorized to use and/or utilizing a Card in a jurisdiction in which betting and gaming are prohibited;
- not to be conducting criminal activities whereby a Betistar Account is directly or indirectly involved;
- not to use the Services if it is illegal in his/her country of residence or otherwise restricted for him/her to open a gaming account, purchase or use services from Betistar and/or otherwise participate in the games offered. It is the Account Holder's responsibility to ensure his/her use of Betistar's Website and Services is legal;
- not to find the Website or the Services offensive, objectionable, unfair, nor indecent; and to maintain his/her Betistar Account details up-to-date in terms of the following: first and last name,
- country of residence, valid email address and phone number.

2.1.4. An individual applying for a Betistar Account acknowledges and accepts:

- all definitions and stipulations as stated under the Betistar Rules;
- the Betistar Rules as currently published on the Website, as well as any possible future changes to the Betistar Rules;
- that the Contract is governed by:
 - I. the Betistar Rules as published in English;
 - II. any regulatory provisions or other decisions made from time to time by the Governing Authorities, and the Governing Law of the Place of the Contract.
 - III. Rules of acceptance of bets on sports events.

2.2. The Organizer has a right to cancel any bonus, jackpot and/or any prize if the Organizer is confident the Player has implemented a system usage fraud. In this case the Organizer freezes the Player's special gaming account, and if there are any funds, makes a refund to the payment system that was used by the Player to replenish the gaming account.

2.3. Arranged game

If the Organizer has sufficient facts to suspect the case of an arranged game, they can terminate the prize remunerations and make a re-payment of the already carried out payments to the Player's special gaming accounts. The mentioned suspicions can include data referring to sums and characteristics, as well as amounts of all entry payments made via all the possible methods.

3. Betting rules

3.1. The betting company accepts bets on the outcome of sporting and other events with a deliberately unknown result, including the use of telecommunication networks.

3.2. Every time downloading the client's application, regardless of the use of the media resource (via Internet or mobile services), by opening an account and using an existing account, betting or participating in any games, taking any prize, the client confirms his agreement with the current version of the Rules and the obligation to act in accordance with these Rules. Anytime a user downloads the client, registers an account, uses an existing account, bets on any games, takes any winnings, etc., this signifies the User's agreement and obligation to act in accordance with the current rules.

3.3. Betistar has the right to make any changes and additions to the rules set forth herein, the provisions and procedures of payments without an individual prior written notice. Users are notified about this with appropriate announcements. The conditions of previously staked (placed) bets remain unchanged, and bets which are accepted are subject to the posted rules at the time of acceptance.

3.4. Betistar reserves the right to refuse service to any person without disclosing the reason(s).

4. Policy of site use

4.1. Betistar does not bear any responsibility for any losses or damages claimed as resulting from the use of this site or from its content. This provision equally applies to the use or misuse of the content of the site by any person, inability to access the site or use it, to delay in functioning or transmission of data, failures in communication lines, any errors, misprints or omissions in the content of the site.

4.2. Loading photos and video from the website or its sub-sites is permitted only for private use. Publication, transmission or reproduction of this data for any other purpose is strictly prohibited.

4.3. Betistar monitors traffic of its website actively, and reserves the right to block access in cases of suspected automated betting (bots).

5. Glossary

5.1. Basic terms accepted in this edition of the rules:

“Single” – a bet on a single event;

“Express” – this is a bet on the outcome of several different events simultaneously. When you place a bet on the outcome of two or more events (for example, two different football matches), you can unite them in “Express”. To win an express bet it is necessary for you to not have any failed predictions (losses) on any of the outcomes which are included in the Express. Loss on one of the outcomes of an express bet means loss throughout the entire bet. Winnings of the express bets is equal the product of the bet amount at the coefficients of played outcomes included in the express (if on one of the bets included in the express occurs a return, then the coefficient on it equals to 1).

“System” – a set of “express bets” of a particular set of events. Each combination of the system is calculated as a separate express bet. To win in the system it is sufficient that the indicated number of predictions of the total number be correct (it is defined by name, that is, for example, in the system “3 of 4” it is necessary that 3 of the 4 predictions prove correct, for “5 of 7” it is necessary properly to predict the outcome of the five events of 7 options, etc.). It must be taken into account that because of the fact that only a part of the total bet amount is specified on each of the express of the system bet (proportional to the number of options) then the winnings by such a system bet will be less than the possible general winnings by the express bet. In some cases, when not all outcomes are predicted, the amount of winnings may be less than the amount of the bet, but in contrast to express bets, a part of the amount will be offset on account of correctly predicted outcomes.

“Chain” – bet which is a combination of “single” bets including events independent from each other. The sum of single bet of chain’s each event is equal to the sum of chain. The client is given a chance to determine independently the order of the bets included in the chain and stake only on the first event of the chain. Thus the concept of “chain account” is imported. After the tournament of each single bet included in the chain the sum of that account is calculated. Initially it is equal to the sum of the first bet. If the sum on the chain account is less than its initial sum, the chain’s next event’s single bet is calculated by the account balance. The procedure of chain’s calculation depends on the order of bets mentioned in the given ticket but not on time. The sum which remains on the account after calculation of all bets in the chain is a subject to payment.

If the sum on the chain account reaches zero – the chain breaks and is considered to be lost.

“Handicap” – the advantage or the leeway of the entrant of competition, expressed in goals (points/) sets, etc., which is provided by the bookmaker office to the entrant with bets on it. The result of the event subject to the handicap is determined in this way: the handicap given

to the entrant is added to the corresponding result shown by the entrant in the competition. If the results thus obtained are in favor of the elected entrant, he is considered as a winner, and the bets on his win subject to the handicap win. Payments are carried out with the coefficient of winnings indicated in the description of bets. If the result is in favor of the opponent – the bets are lost. If the result subject to the handicap is a draw, then the coefficient of winnings under such a result will be equal to 1 (return of the bet);

For example:

Team 1	Team 2	Handicap 1	Handicap 2	Coefficient 1	Coefficient 2
Inter	Cagliari	-1.5	2.25	+1.5	1.9

- 1) Suppose you want to bet upon the win of Cagliari subject to handicap. The handicap betting on Cagliari (Handicap 2) is equal to “+1.5”. To win with the bet on the handicap “+1.5” it is necessary that Cagliari will not lose by more than 1 goal, as handicap +1.5 will be added to goals from Cagliari. Let us analyze all the options:
 - Cagliari won or the teams drew or Cagliari lost by the difference of 1 goal. For example, the final score is 2-1. Taking into account the handicap (+1.5) the result 2:2.5 in favor of Cagliari (the handicap of Inter when determining the result on the rates at Cagliari is not taken into account). The bets win.
 - Cagliari lost by more than 1 goal difference. For example, the final score is 2-0. Taking into account the handicap (+1.5) the result is 2:1.5 in favor of Inter. In this case, the rates on winning of Cagliari taking into account the handicap (+1.5) lose.
- 2) Similarly, the following variants are possible when betting on a win for Inter taking into account the handicap “-1.5”:
 - Inter won having the advantage of two or more goals. For example, the final score is 3-0. Taking into account the handicap (- 1.5) the result is 1.5:0 in favor of Inter. The bets win.
 - Inter won having the advantage of 1 goal, teams drew or Cagliari won. For example, the final score is 2-1. Taking into account the handicap -1.5, the result of the bets on Inter at handicap (-1.5) gives 0.5:1, in favor of Cagliari. In this case, the bets on Inter with the handicap -1.5 lose.

Double bet of handicap is offered (Asian handicap). Bet on victory or total taking into account the handicap, which is the multiple of 0.25 (but not of 0.5). Such bets are calculated as 2 bets with the half of sum: with the same odd and “common handicaps” and “common totals” multiple of 0.5’s near- by common value. In case when the Asian handicap is included in parlay or system, it is calculated with that odd which would be in case of single bet. In case of winning of two common bets, the bet’s odd “O” is taken into account in the calculations. If one common bet is won and the other is a subject to refund, during the calculation is taken the odd (“O”+1)/2. If both common bets are lost, the whole bet considered lost.

Event's participant	Handicap's double bet (Asian handicap)	Odd
Real	-0.25 (0,-0.5)	2.0
Barcelona	+0.25 (0,+0.5)	1.8

In case 200 euro stake is made on "Real" and "Real" won: two common bets with the half of sum won and the winning is equal to $100 \times 2.0 + 100 \times 2.0 = 400$ euros. The match was over in drawn: one common bet with the half of sum lost, and the other won with the odd "1" and the winning is equal to $100 \times 0.0 + 100 \times 1.0 = 100$ euros. "Real" lost: two common bets with the half of sum lost and the winning is equal to $100 \times 0.0 + 100 \times 0.0 = 0$ euro. In case 200 euros stake is made on "Barcelona" and "Barcelona" won: two common bets with the half of sum won and the winning is equal to $100 \times 1.8 + 100 \times 1.8 = 360$ euros. The match was over in draw: one common bet with the half of sum lost, and the other won with the odd "1" and the winning is equal to $100 \times 1.8 + 100 \times 1.0 = 280$ euros. "Barcelona" lost: two common bets with the half of sum lost and the winning is equal to $100 \times 0.0 + 100 \times 0.0 = 0$ euro.

"Total" – the number of goals, pucks, points or the games, scored (thrown, gained or played) by an entrant or entrants of events.

For example:

Suppose the total of the soccer game is set (the amount of goals scored) equal to "4", and a wagering is offered on the total at two outcomes: more or less of the given total.

If the match is scored with a total of less than 4 goals (0-0, 1-0, 0-1, 1-1, etc.), bets lower than "4" win.

If the match is scored with a total of more than 4 goals (4-1, 4-2, 3-2, etc.), bets lower than "4" lose and bets more than "4" win.

If the match is scored with a total of exactly 4 goals (3-1, 4-0, 2-2, 1-3, 0-4), all bets on more than "4" and less than "4" will be refunded.

6. Policy of Bets

- 6.1. The values of the parameters (including handicaps, totals) and coefficients of the events specified in the line of the current day may change after any bet, but conditions before bets are the same, except in cases of technical and obvious mistakes in the line.
- 6.2. As an amount of bet only the amount confirmed and registered by the company is accepted.
- 6.3. The User is the only person who is responsible for the bet. Once a bet is made and its acceptance is confirmed, it cannot be changed or canceled by the User. Betistar does not provide any guarantees with respect to the “lost” or “double” bets made by customers. Please carefully check all the bets you have made.
- 6.4. Loss of your password cannot be a reason for the withdrawal rates or cancellation of the request for payment of winnings.
- 6.5. A bet is accepted as soon as it is confirmed by the company. All accepted bets are displayed in the “Bet History”. In some cases there may be a delay until a bet is listed in your history. In case of any dispute the time when the bet was registered in the system of the company is considered to be its true submission time. If the User did not receive any notification about the acceptance of bet, the rate is still considered to be accepted if it is displayed in the “Bet History.”
- 6.6. Failures of communication or other technical failures in customer communications are not a reason for the cancellation of a bet if the bet has been registered in the server.

7. Displaying Data

- 7.1. The Company is not responsible for the accuracy, completeness and timeliness of the proposed information services, including data on the events of Live and mailing services.
- 7.2. Betistar makes every effort to make the information on Live events (such as results, the time of a game and the statistics of teams /players) be correct. However, this information is displayed only for informational purposes. Betistar is not responsible in case of any errors in this data.
- 7.3. Betistar is not responsible and does not accept any claims regarding the accuracy of the translation from foreign languages of team names and the names of the players.
- 7.4. If in the indicated event/match more than one member with the same surname is present and during bet acceptance the full name of the athlete or other features identifying them uniquely have not been indicated, all bets are refundable.
- 7.5. If in the name of the match or in the name of the position one or more entrants are indicated in the line incorrectly (except for errors in translation), that is if the other team/entrant of represented tournament is indicated instead of the necessary one, all the bets on that event are recognized as invalid and a return is made. Only Betistar has the right to determine the events belonging to this category.
- 7.6. In cases when the specific details of the team such as a particular age group (for example 18 years/to 21 years/youth teams), gender (women) or the status of the team (reserve) are not indicated in the line resulting in the marking of the other team in the line

instead of the declared one, all bets on this match are refundable. In other cases when incomplete name or possible grammar errors are indicated in the line, all bets remain in force. If the gender of teams is not indicated in the line, it is considered that the gender of teams is male. In case women's teams are participating in a match it is necessary to have a detailed indication about it in the line otherwise bets on this match are a subject to return.

- 7.7. Date and time indicated in the line are the date and time of discontinuation of bets' acceptance on the event (except for Live events) and do not necessarily coincide with the date and time of the actual start of the event. The actual time of the event while counting the bets is considered as the time of the start of the event, which is determined based on the official documents of the organization conducting the competition, as well as the data of Betistar.
- 7.8. If the place of conducting a meeting is not indicated in the line, in the list of events the host of the field is indicated firstly, except for competitions of American types of sports. All the information contained in the "cap" to a particular sport, carries an ancillary character. Possible errors in the given information are not a ground for the return of bets.
- 7.9. On acceptance of bets for Live Events there is a set delay, the value of which may vary depending on the sport, market, and other features, and it is determined exclusively by Betistar for security and protection from subsequent bets.
- 7.10. For clients convenience, taking into account the specificity of Live Events in which coefficients change very often a client can choose one of the following options: to "Accept all changes in the coefficients", "Accept only marked-up bets" or "Do not accept bets if the coefficients change," which determines respectively whether the bet is accepted if during the time of its arrangement the coefficient changed, at any changes of it, or just in the case when the changed bet exceeds the estimated coefficient of the bet of the client.
- 7.11. Incorrectly indicated date of the conducted match is not a ground for cancellation of the bet.
- 7.12. If the match began from the moment at which it was previously interrupted, and in the line that was not stipulated, the bets are refundable.

8. Interlocking events and outcomes

- 8.1. In "express" and "system" bets it is forbidden to include different events that relate to the same match, not even the ones which are interdependent directly. If in such bets were included any events that relate to the given match, this bet is refundable, even if the computer program of accepting the bettings did not block this bet during its submission. Betistar reserves the exclusive right to determine whether the events are connected.
- 8.2. In the game on output-absence from the group in "express" and "system" bets it is allowed only to bet on one team from the given group. If in such bets qualify-not qualify of the teams from the same group were included then the given bets are refundable, even if the computer program accepting the bets did not block this bet during its submission. Betistar reserves the unique right to decide whether to accept bets on the position of qualify or not qualify in "express", "system" and in "single" bets.

9. Obvious and technical errors

9.1. The Company is not responsible for errors in typing, transfer or counting of bets. In particular, Betistar reserves the right to correct obvious errors made while entering information on betting coefficients and/or calculation of the amounts at the bets (for example, errors in the coefficients indicated in teams incorrectly, incorrectly indicated events, etc.), or declare invalid the corresponding bets even after completion of the event. In the cases of correcting obvious errors bets are returned. The most common types of technical errors are the following:

9.1.1. Errors of input of coefficients – when the coefficient (or the setting of the handicap/total, etc.) is displayed without a separator (dot) or with any additional number.

Example: instead of the coefficient 1.8, 18 is displayed, instead of 2, 23 is displayed, instead of 3, 30 is displayed etc.

9.1.2. “Mirror Errors” – when the coefficients for players are displayed in a diametrically opposite manner. In this case, the favorite of the game (including current favorite of live event) is displayed by a coefficient exceeding the coefficient of the outsider of the given event.

Example: Basketball. Barcelona-Unicaja. The winner of the match. Instead of 1.2 and 4, 4 and 1.2 is displayed.

9.1.3. Writing errors – if all the coefficients are indicated correctly, however, teams are written in an incorrect order (usually occurs for events taking place on a neutral field).

Meaning for the previous example: record: Basketball. Unicaja-Barcelona. The winner of the match. 1.2 and 4 instead of Basketball. Barcelona-Unicaja. The winner of the match. 1,2 and 4

Clear indicators of obvious errors are: very large difference in the coefficients of Betistar and other bookmakers, the coefficients that are nearly impossible to give in the current situation of the match.

The right to determine whether or not an obvious or a technical error was made in any case belongs exclusively to Betistar.

9.2. Betistar reserves the right to abolish the bets made on deliberately incorrect coefficients and obvious errors. The customer will be informed about changes in the balance immediately.

9.3. Betistar reserves the right to cancel the bets even after the end of the event if these bets are won by the User as a result of a technical failure or an obvious error.

- 9.4. In cases when due to technical reasons the User's bets were not provided with the necessary amount of funds in the account, the bets are considered as invalid.
- 9.5. In case of mistakenly having credited the means to the customer's account the latter shall immediately notify Betistar about the mistake. If due to an error a negative balance has been formed at the client, the betting company has the right to cancel the uncalculated bets despite the fact that they were made before the error occurred.
- 9.6. The Company reserves the right to oblige the User to liability for any damage caused to it if the user used a technical or administrative error intentionally when making a deposit and/or during the receipt of money on the account.

10. Bets on credit

- 10.1. Betistar does not accept any bets or provide services to customers on credit. All bets must be confirmed with funds existing in the account of the User.

11. Legal Aspects

- 11.1. Betistar states explicitly that bet placement and betting organization, as well as participation in sports betting, multiplayer poker, game in casinos and games like lottery may be restricted by law or even prohibited in some countries. Such restrictions or prohibitions may be imposed even if the company obtained the necessary permission (license for betting or organizing gaming) to place bets and betting organizations.

The User should note that if the placement of bets or participation in sports betting, multiplayer poker and games such as lotteries is prohibited or permitted only under certain conditions, which are not followed, the responsibility for any damage caused by this rests solely with the User.

The client must also take note that the company is not required to provide clients with information, instructions and warnings in a wider range than in the present paragraph. In particular, the company is not liable for damages suffered by the User due to the violation of the relevant legislative prohibitions functioning in his/her country.

- 11.2. You should register on one of the websites which belong to the group of Betistar companies according to your country of residence. By rating or participating in the games, the User confirms that he has reached the lowest age of consent limited by law of his country, and confirms his/her capacity to enter into the agreement with the company. In case of non-fulfillment of these requirements the User's account will be closed and necessary measures will be applied.
- 11.3. The User agrees that his personal information provided to the company during the pool betting, games in multiplayer poker, casino games and games such as lotteries, as well as in any other game is stored and used by automatic means.
- 11.4. You have registered on websites which belong to the group of Betistar companies more than once and/or you have more than one account. In this case, the Company has the right to block all the accounts at its discretion and to leave only one account

corresponding to the country of residence. By registering the User confirms the exclusive intellectual property of the company's regulations, as well as the system controlled by them.

- 11.5. The Company reserves the right to inform Users about special promotions and new products by telephone and e-mail.
- 11.6. Betistar does not hold Users' funds in segregated or separately protected bank accounts. It is important for the User to understand that deposits of Betistar are not in banks and no interest is accrued upon them.
- 11.7. The Company expressly states that it does not provide users with any advice (consultation) on tax matters and/or legal matters.
- 11.8. No disputes about the bets can lead to a lawsuit, legal action, as well as claims on bookmaker licenses if the company complies with the provisions of arbitration.
- 11.9. In case of any claims and disputes from Users' side and people representing their parties, the company's liabilities are limited by the size of bets or its possible winnings.
- 11.10. In case of any disputes or claims the database of Betistar has priority over any other data.
- 11.11. If there is discrepancy between the English version of these rules and the translation into another language, the English version is considered to be the correct one.
- 11.12. Any matters of dispute including claims about the results of the event are accepted to be reviewed by the bookmaker office within 5 days from the end of the sporting event.

12. Restrictions on rates

- 12.1. Bookmaker company has the right not to accept bets from any person without giving any reason and reserves the right to close or temporarily block the accounts of individual Users without prior notice.
- 12.2. Minimum and maximum size of bets for all sporting events is defined by the bookmaker office and is a subject to changes without prior written notice. In addition, Betistar reserves the right to impose special restrictions on the accounts of individual Users.
- 12.3. Betistar does not recommend two or more Users to place bets from one IP-address (from the same computer or the same local area network) in order to avoid suspicion of collusion (cheating). In such cases it is necessary to reconcile the possibility of the game with Betistar by explaining the circumstances. Betistar has the right to block the account of such a User and ask them to send the documents verifying their registered identity.
- 12.4. Winnings are paid only within the limits set with maximum limits of the company. If the User has made a bet and the winning exceeds the maximum, the company will not pay any amount of money exceeding the maximum limit.
- 12.5. Results for sports statistics are published on the official website of Betistar within 3 days after the end of a sporting event.

13. Late bets

- 13.1. Bets placed after the start of the event, except the bets for Live Events, in all cases, are invalid and are returnable, and are excluded from the “express” and “system” bets. Any bet (including bets for Live Events) made on an event, the result of which is already known by the time of betting, is considered invalid and will be refunded.
- 13.2. If the User wishes to challenge the time of the start of the event, he must provide an official document (or a link to the website of regulatory bodies of the given event) which confirms the actual time of the start of the match on which the given bet was made.
- 13.3. While arising disputes regarding the time of the start of the event, if the official regulatory bodies of the appropriate tournament/event do not provide (or lack) such information, the information of Betistar about the start time of the event is considered the only correct one while calculating the bets.

14. Return

- 14.1. If a “return” is declared about the bet, such bet is considered as won with the coefficient of 1. In case of “Single” bets this means that the User will get back the amount of money placed to this bet. In the case of “express” or “system” bets the total coefficient will be changed accordingly (in the event, where a return occurred, the coefficient will get the value 1, the coefficients on the remaining events will remain unchanged, and the final coefficient will be counted according to similar scheme; only the coefficient of the outcome on the event, on which was given a return – one of the factors (multipliers) of the final coefficient of “express” or “system” – will get the value 1).

EXAMPLE: Express

Total coefficient of Express = $1.55 * 1.7 * 1.5 = 3.95$

In case Finland and England won in the above mentioned games, and Croatia won by 2 goals advantage, and the given express plays, but when calculating the total coefficient there will be 1 instead of 1.7 (coefficient of winning) and the final coefficient of the given express will be equal to $1.55 * 1 * 1.5 = 2.325$

- 14.2. If as a result of the match the total number of scored goals is equal to the total of the bet and among the proposed outcomes of the given total bets there has not been the option equal ... (the indicated number) of goals, a return is made. Similarly, for the individual totals, totals of the player, totals of cards/corners /removals, fouls and other parameters if the final value of the match and the proposed parameter of the total are equal a return is made.

15. Privacy of User's data

- 15.1. The User is responsible for maintaining the confidentiality of any information related to their account, and shall take all measures to prevent the use of personal accounts by unauthorized persons. Any operations confirmed by the username and password of the account holder shall be valid and have legal force.
- 15.2. If the User suspects that his username and password are known to a third person, at any time they have the right to send a request to Betistar to block the account temporarily for all circumstances to be made clear.
- 15.3. To ensure the security of personal data of Users, Betistar communicates with Users via the e-mail indicated by the User during registration.
- 15.4. The User is responsible for maintaining the confidentiality of any information related to their e-mail, and shall take all measures to prevent the use of e-mail address by third parties. Betistar is not responsible for any loss or damage resulting from the connection between the bookmaker office and the User using a registered e-mail address.

16. Match-fixing

- 16.1. In case of possible interference in the match result and the formation of the coefficients for the match (including cases of suspicion in match-fixing), Betistar reserves the right to suspend the payments on this event or to cancel the bets on this match, as well as hand over the information on relevant side to the appropriate authorities for further investigation and prevention of similar incidents.
- 16.2. Betistar reserves the right to suspend the payment of the rates and make a return on the rates to the event, if there are solid grounds to believe this match was negotiable. Such grounds may be based on the size, number and nature of the bets made by one or all of the possible methods of betting.

The decision of the governing bodies of relevant federations and regulatory bodies are also taken into account. In such cases Betistar reserves the right to hand over the information on related party to the governing bodies for further investigation and preventing similar incidents.

17. Neutral field

- 17.1. In cases when the match is transferred to a neutral field (NF) rates persist. They are refundable in cases when the match is transferred to the opponent's field. In case of the play when the teams are from the same city and are transferred to another field, bets are valid and are not refundable. In international matches, the refund of bets is made only when the match transfers to the field of an opponent state.

18. Interrupted events

18.1. An event is considered interrupted if there was no play for an indispensable amount of playing time specified according to the rules of the company, even if the result at which the event was interrupted is later confirmed to be final.

18.2. The matches are considered to be taken place, if they have been interrupted, not finished in the time- frame specified in the points 6 and 7 and if the played time is the following:

- Soccer - 90 min.
- Futsal (duration 2 x 20 minutes.) - 35 minutes
- Futsal (duration 2 x 25 minutes.) - 45 minutes
- Basketball NBA (National Basketball Association and PBA, CBA) - 43 min.
- Eurobasketball - 35min.
- Hockey NHL (National Hockey League) - 55 min.
- Bandy - 60 min
- Eurohockey - 50 min.
- American football - 55 min.
- Baseball - 5 periods (innings)
- Handball - 50 min

18.3. For interrupted events recognized as cancelled, if not otherwise stipulated in the rules on sports, all bets are refundable, except for ones for which the result is exactly defined at the time of the stop of the event. For interrupted events bets on the relative performance time (periods, etc.) are a subject to unconditional return.

19. Events transfer

19.1. If the start time of the event has been changed and otherwise is not stipulated in the rules of sports, all bets on the event are refundable.

19.2. During a game on the passage to the next round, in cases of transferring the game period onto subsequent days, or changes of the field, the bets remain valid. If the "passage" of the team which goes to the next round later has been canceled because of any reason, the cancellation is disregarded, and the payment is made according to the results of played matches. If the second match did not take place or was interrupted, then all bets on it, including the passage, are refundable.

Payments on the passage are made only at bets made before the first match. If none of the matches has taken place, the bets will be refunded.

20. Calculation of bets

- 20.1. Betistar validates the results on the basis of official reports and alternative sources of information (including videos of the event) after finishing the event. Calculation of bets is based on the results published on the Betistar website in the section “Results”. In case of discrepancy of results from different sources of information, as well as in the case of their obvious mistakes the final decision to determine the results belongs to Betistar.
- 20.2. All inquiries of Users regarding to the correctness of the results of Betistar site should be based only on the basis of official sources of information (websites of regulatory bodies for these championships). Information from other sources cannot be considered a basis for the reviewing/reappraisal of bets.
- 20.3. Valid (factual) results considered to be the results, which are announced on the basis of official protocols or other sources of information, right after the end of the event. The organizer uses the following official sources:

www.uefa.com

www.fifa.com

www.beto.gr

www.bundesliga.at

www.turkish-soccer.com

www.rfpl.org

www.premierleague.com

www.sportinglife.com

www.gazzetta.it

www.bundesliga.de

www.laliga.es

www.lfp.fr

www.mlssoccer.com

www.nfl.com

www.russiabasket.ru

www.nba.com

www.euroleague.net

www.nhl.com

www.fhr.ru

www.rusbandy.ru

www.atptennis.com

www.wtatour.com

www.itftennis.com

www.daviscup.com

www.fedcup.com

www.ausopen.com

www.rolandgarros.com

www.wimbledon.com

www.usopen.org

www.mlb.com

www.pgatour.com

www.iccworldtwenty20.com

www.fide.com

www.volley.ru

www.nyse.com

www.nasdaq.com

The organizer can use other official sources when there is need. In exceptional cases, the organizer reserves the right to use video viewing to adjudge the true result.

- 20.4. Live event bet results are calculated based on what is known immediately after the end of the event/competition. All following changes (for example, changes by decision of a jury after the game) are not taken into account while deciding the bets. The company itself calculates these bets based on its statistical data about the actual course of the game. If not otherwise indicated, all bets on non- participating athletes in the competition will be void.
- 20.5. In cases when the company's statistics (based on TV coverage) is different from the official statistics, the bets are calculated according to the company's statistics.
- 20.6. If more than one participant or team is declared as a winner of the competition, the coefficient of winnings is divided by the number of winners (the coefficient can't be less than 1).
- 20.7. All operations on playing accounts are made in the currency chosen by the User during registration.
- 20.8. All bets for which the outcomes are already known (in particular bets on who will score the next goal or win a certain segment of the match), are considered valid and are calculated even if the event or tournament was suspended.
- 20.9. If a match is not completed and is considered as incomplete, then all bets on it are refundable, (except what is mentioned in point 16.1) even if the result, at which the event was suspended, later is confirmed as final.
- 20.10. If it does not contradict the special rules of individual sports, the result announced on the day of the match is taken for the result of the match. Any possible changes in the result, conditioned by the revision of the results of the event by governing bodies and disciplinary penalties of teams, for the purpose of betting, are not taken into account, and the initial results of the calculation of bets remain in force.

20.11. In our system, the deposit limit logic works with fixed calendar day hours with (GMT+4) time zone. Meaning that the user will be able to deposit a maximum amount of his limit during 24 hours from 12 am (GMT+4) till 12 am (GMT+4) of the next day.

21. Betting groups/syndicates and Match/Event limit

21.1. Users are required to bet only on their own behalf. Recurring bets containing the same selections from one or more clients can be recognized as invalid and get canceled by the company. Even after the official outcome of such bets is known, in cases when the company is confident that Users have acted in collusion or as a syndicate, or suspicious bets have been made by one or more Users in a short period of time, such bets may be considered invalid and get canceled by the company.

21.2. Bet limits by sport events are set accordingly to the player's account status and individual bet/event. If the player makes an attempt to place a bet outside the limits specified for an event, a warning message "Max. Stake – Limit Reached / Official limit exception" will be displayed in the bet slip as a notification. Multiple bets which combine same selection within the same bet event are not accepted. Avoiding the Warning Message and Non-compliance with this rule will result with cancelation of all placed bets and a refund of the initial stake.

22. Non-participation in the event

22.1. If it does not contradict the special rules of individual sports, when an event participant for whatever reason cannot take part in the event which was bet on, the bet is considered valid and lost by the client. The exceptions are the following cases:

1. The event/tournament is canceled;
2. The event /tournament is considered invalid;
3. The location of the event was changed;
4. The event/tournament is suspended.

22.2. In case of bets "Who is taller" meaning bets with two outcomes, if one of the participants refuses to take part before the event/tournament, the bet is refundable.

23. Rules on sports

23.1. Additional information about types of bets on different sports is indicated in the rules of sports.

23.2. Sport rules take precedence over the general rules.

23.3. Some types of bets.

23.4. In case of betting on the "Odd number/Even number of Total", regardless of the sports and the proposed position (including total goals/cards/fouls etc.) if the result is "0", the bets are calculated as "Even number".

- 23.5. All bets on the number of medals are calculated according to the official medal table at the end of the event. Any changes undertaken by the governing bodies later are not taken into account.
- 23.6. Any medals won by the country team in any competitions shall be considered as one regardless of the number of participants in this team.
- 23.7. In case if any market has the potential outcome “Any other”, this outcome includes all participants of the event, not listed in the options of that market separately.
- 23.8. In case of game on any event in the “additional markets” of tours (total number of goals, wins, losses, draws, angular, yellow cards etc.), only those matches of the tour are taken into account which are included in the daily line.

24. Registration

- 24.1. Only registered Users can participate in bonus-programs of the company. To register, fill in the registration form by providing your first name, last name and email. After receiving a verification email, follow the instructions to verify your account to be able to make deposits and place bets.
- 24.2. Registration and betting is allowed exclusively to people over 18 years old (or the allowed age range in the given country from which the user has opened a deposit and made bets). Users have complete responsibility as to dealing with the legality of Internet gambling in the region where they live and/or for providing the appropriate authorities of their country with information on winnings. The Company reserves the right to require proof of age and block the User’s account before receiving the appropriate documentation.
- 24.3. All information provided during the registration must be accurate and complete. In particular, when using credit or debit cards, the cardholder’s name and surname must match the name and surname indicated in the registration form, otherwise the account will be blocked. All bets made before locking the account are recognized as valid.
- 24.4. The Company reserves the right to block the accounts of Users who have reported false data, as well as to deny them the payment of any winnings, withhold payment of any money held in the Betistar Account, and pass on any necessary information to the relevant authorities. At the request of the company the User must present an official document with a photograph, identifying his identity (a passport copy), and also proof of authenticity of the indicated address data and telephone.
- 24.5. Each User can have only one account. Registered Users cannot re-register as a new client with a new name or a new email address. In case of violation of this rule, the company has the right to void all bets made by the User.
- 24.6. The User has no right to permit any third party use their game account.
- 24.7. Please note that you should not send us the details about your credit card account or other sensitive financial information via an unencrypted e-mail.

- 24.8. Betistar allows all its Users to choose their own combination of username and password. Users should keep such information in secret. If your username and password are entered correctly while accessing the site, all bets remain in force and cannot be canceled or changed by the User. If you suspect that someone other than you knows your password, change it immediately on our website. If you have forgotten the password or a part of it, please send a request to Live Support for a new password.
- 24.9. Users who place their bets in Betistar via a cell phone should remember that Betistar is not responsible for any loss of data in the mobile phone of the client, and is not responsible for any commission of mobile and internet operators. By registering, the client confirms that he accepts and agrees to these Terms.
- 24.10. Betistar reserves the right to request additional proofs and perform additional checks in order to verify the identification of the player. Upon request, the player may also be required to send in valid identification documents proving his/her identity and address in order that Betistar may carry out identification, perform identification checks through photo and video selfie methods, credit and other verification checks that Betistar may require and/or are required by applicable laws and regulations and/or by the relevant regulatory authorities for use of the Services. The player agrees to provide all such information as Betistar reasonably requires in connection with such verification checks. Until such time as Betistar has received the requested documents and satisfied the verification checks to the operator's reasonable satisfaction, Betistar is entitled to restrict the player's Account in any manner that Betistar reasonably deems appropriate, including by suspending the Account, preventing the player from placing any bets or wagers, or from withdrawing his/hers funds.

25. Currency

25.1. Currently

Users have the right to place bets in the following currencies: EUR and USD. Betistar reserves the right to block the reception of bets and operating activities in any of the indicated currencies. In this case, all the necessary payments on the accounts of blocked currency would be held in another currency equivalent at the interbank exchange rate for that day.

26. The bonus program

- 26.1. All bonuses of Users are limited individually to one person, home address, telephone number and e-mail address, one bill of payments (such as by card number or Skrill account), as well as the computer being used (including the institute, Internet club and other public institutions). The company has the right to refuse the bonus to any User or group of User. Bonus programs are available only to Users who have made a deposit in real currency to their account in Betistar.

- 26.2. In case of violation of any requirement of the bonus programs, and also if there is any evidence of recurrent bets at one and the same event from a group of customers, or conspiracy, regardless of the result of the given bets, Betistar reserves the right to deprive these Users from a bonus and to consider the corresponding bets as invalid. For the purposes of protection against fraud the company has the right to demand a document from the client proving identity before transferring a bonus.

27. Deposits

- 27.1. Available methods of payments are determined by the country and the currency selected during registration. A complete list of fees, limits on them and other items is displayed on the Deposits and Withdrawals page. Betistar reserves the right to change these terms and details.
- 27.2. When conducting any financial transactions it is necessary that the name of the owner of the debit/credit card or bank account exactly match the name of the owner of the appropriate account of Betistar . Otherwise Betistar reserves the right to cancel all transactions and make a return on all bets made while using someone else's account or credit/debit card.

28. Entry of money on account

- 28.1. If any funds have been transferred to the User erroneously, the User is obliged to notify the company immediately. Any winnings of the client arising from such an error shall be considered invalid, and such bets are refundable, regardless of the delay between the origin of the error and the time it was seen.
- 28.2. If the deposits to the account were made for any other purpose than bets, poker, casino and financial betting, the company (particularly in case of suspected fraudulent money turnover) reserves the right to cancel a deposit and collect from the User all costs incurred as a result of processing the deposit.
- 28.3. If the User's deposit exceeds the bet's amount, at the client's request for withdrawal Betistar reserves the right to charge the User all costs incurred as a result of processing deposits and withdrawals.

29. Financial Limitations

- 29.1. The maximum winning of one ticket is 100 000 USD. If the bet comes with a bonus and thereby the winning sum exceeds 100 000 USD, the bonus is not paid. -The maximum coefficient of a bet is 1000. In case it exceeds 1000, the winning is calculated with 1000 coefficient.
- 29.2. The minimum single bet on any event is €0.1 or equivalent amount in players account currency. The minimum bet in express or/and system bet is €0.1 or equivalent amount in players account currency. Unless otherwise stated, only one bet per sport event or match is allowed. Maximum stake per bet must be equal or smaller than the last deposit amount.

- 29.3. The maximum coefficient of express bets is 1000. Express bets, in which the coefficient of winnings exceeds the maximum, are calculated with a coefficient of 1000. In these cases, the sum of winnings should not exceed the maximum payment for a single bet. The maximum coefficient of winnings for each version of the system is 1000. Variants of systems on which the coefficient of winnings exceeds the maximum, are calculated with coefficient 1000.
- 29.4. The maximum amount of the bet on the event depends on the sport and the events and is defined by the bookmaker network specifically for each event and each type of bet and is subject to change without prior written notice. Betistar reserves the right to limit the maximum bet on individual events, as well as the introduction and removal of specific restrictions on the accounts of individual Users without notice or explanation of reasons.
- 29.5. All financial limits apply to any individual customer, or/and syndicates group of players acting as a collective unit, who have placed two or more bets containing the same match selections, including where placed in a series of bets, at a different range of odds markets, over a number of days using various players' accounts and/or across different betting channels. Should we identify that two or more bets have been placed this way, all those bets will be considered as void and only first betting slip submitted will be considered as a legitimate bet.

30. Payments / Withdrawals

- 30.1. Payments are processed in a time not exceeding 72 hours starting from the moment that the request was made. Before the first payment will be made to the User by electronic payment methods (Skrill, credit or debit card, etc.), the client is obliged to attach an electronic copy of a passport to the Documents section to confirm their identity. Remember that forgery is severely punished by law, and in cases of suspicion of placing a counterfeit or an edited copy of the documents by electronic methods, Betistar reserves the right to send such documents to the appropriate regulatory authorities.
- 30.2. Before making the payment, the employees of the company will verify the correspondence of the name, surname, father's name, birth dates of the client and also other data. If differences are found between the actual data and the data provided by the client, Betistar reserves the right to make a refund for all bets by the User and refuse to pay out winnings to the User unless they prove the identity and accuracy of entered data.
- 30.3. If it turns out that the User has opened several accounts in the company, Betistar reserves the right to refuse to pay out for these accounts (except the User's assets legitimately transferred to the account of Betistar after his payment of a fine in the measure of 10% of the total amount of deposits).
- 30.4. In the first order for a withdrawal in cash the User must enter valid passport details exactly as in the passport in the language of the country that issued the passport (or in the case of foreign passports – in English).
- 30.5. Group and family members should regulate personal relationships with each other – payments are made ONLY in the name of the owner of the appropriate account.

- 30.6. The User agrees to provide Betistar with information about his bank account from which the bets will be made in particular, in order to transfer his winnings.
- 30.7. Betistar is not responsible for changes in the amount of payments related to fluctuations of currency (rate of exchange).
- 30.8. If the User has requested a withdrawal in the amount of 1,000 Euros or more (or the equivalent in another currency at the interbank rate), Betistar pays a commission on the transfer and subsequent operations of withdrawals in the given calendar month. Otherwise, the commission is paid to the bank by the User.
- 30.9. The Company reserves the right of funds' withdrawal using a priority for itself method of payment for winning players (including credit/debit card or to the player's bank account).
- 30.10. Before withdrawing the first payment, the player should bet 50% of their deposit amount. Starting from the second withdrawing the player should bet 100% of their deposit amount before being able to withdraw their payment. If the player refuses to comply with the mentioned requirements, the withdrawal amount is subject to a 6% fee. This requirement is for the purpose of reducing the risks of fraud and money laundering by players.