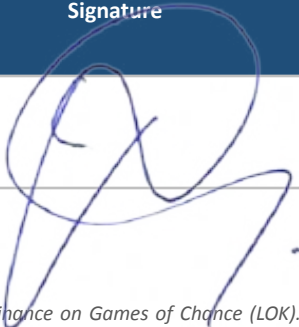


OPERATIONS MANUAL

– C O N F I D E N T I A L –

Document control

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1. INTRODUCTION

This Operations Manual is issued by Playora N.V. ("Company", "we", "us", "our"), having its registered office at Chuchubiweg 17, Willemstad, Curacao, company registration number 164245, licensed by the Curacao Gaming Authority (CGA) since 24 December 2024 to offer games of chance under licence number OGL/2024/456/0257. It governs the operation of the Company's gaming platform conducted under that licence.

1.1 Purpose of the Operations Manual

This Operations Manual serves as the principal operational reference for the platform, describing the games, controls, and procedures through which its activities are conducted. It is intended to document the platform's operational arrangements and to support its alignment with the applicable requirements of the Curacao Gaming Authority (CGA) and the National Ordinance on Games of Chance (LOK). The manual is prepared to assist orderly, consistent operation and to facilitate review of the platform's procedures by the CGA.

1.2. Regulatory Framework

The platform operates under a licence issued in accordance with Curacao gaming law and is subject to the requirements of the CGA and the LOK. This manual is maintained as a living document and is reviewed and updated periodically to reflect changes in the operation and in the applicable regulatory requirements. Where any inconsistency arises between this manual and the applicable laws, regulations, or licence conditions, the latter prevail.

1.3. Scope

The manual covers the following areas of the operation:

- Games of Chance Offered — the games provided under the licence, with their rules, payment methods, bet limits, payout structures, underlying software, and outcome-determining mechanisms.
- Quality Monitoring and Game Testing — the testing methods applied periodically to ensure the quality, fairness, and technical stability of the games.
- Storage of Player Data — how personal and transactional data is collected, processed, and securely stored in line with applicable data-protection law and the LOK.
- Visual Presentation — the interface and elements shown to players on the website or app, including branding, responsible-gaming messages, and required warnings.
- Access Control for Excluded Individuals — the technical and procedural measures that prevent persons barred under the National Ordinance (such as minors, self-excluded players, and bankrupt

individuals) from participating.

- Technical Infrastructure and Emergency Restoration — a diagram and explanation of the system architecture, redundancy, backups, and recovery procedures following a disruption.
- Implementation of Responsible Gaming — how responsible-gaming principles are embedded in the operation, including self-exclusion, cooling-off, and deposit, loss, and time limits, in line with Articles 2.2(3), 5.4, and 5.6 of the LOK.
- General Terms and Conditions — the current version of the terms accepted by players on registration.
- Dispute Resolution — the procedure for handling player complaints, including timelines, escalation, and recourse to alternative dispute resolution under Article 5.3.
- Digital Records and Server Location — how records of players, game sessions, and financial transactions are stored and kept continuously accessible to the CGA, hosted in a Tier-IV certified data centre physically located in Curacao.

2. DESCRIPTION OF THE GAMES OF CHANCE OFFERED

2.1. Overview of Games Offered

The platform offers gaming content across four categories: RNG-based slots, table games, crash-style instant games, and live dealer games. All content is supplied by third-party providers and operates on certified Random Number Generator (RNG) technology or approved live dealing protocols. Each game is certified by a testing laboratory approved by the CGA prior to being offered to players.

Game Categories

- Slots — including reel-based slot games with features such as jackpots, multipliers, and variable reel configurations, across a range of volatility levels.
- Table Games — including blackjack, roulette, baccarat, poker, and their variants.
- Crash / Instant Win Games — games in which outcomes are determined by a progressive multiplier model (for example, Aviatrix).
- Live Dealer Games — games conducted by a live dealer and streamed in real time, including Andar Bahar, Sic Bo, Teen Patti, and Blackjack.

2.2. Certified Game Providers and Technologies

Each of the providers listed below has undergone independent auditing and received certification from accredited testing laboratories, confirming compliance with international gaming standards.

Provider	Certification Overview
Amatic (N-Serve Ltd.)	RNG "CryptoJavaRNG", certified by GLI under Malta Gaming Authorisations Regulations; passed statistical test batteries at 95%, 98%, and 99% confidence levels across roulette (0–36), card (0–51), and full-byte (0–255) configurations, including raw binary and scaled output testing.
3 Oaks (Green Rock Ltd.)	NG based on the Mersenne Twister algorithm (with os.urandom / /dev/urandom as an entropy option), certified by Gaming Associates Europe Ltd under UKGC Remote Gambling and Software Technical Standards (February 2021, RTS 7); passed statistical testing, source code review, and documentation review on scaled data at the 99%

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	confidence interval, confirming random and uniformly distributed game outcomes.
BG Gaming (Stable Games Ltd)	RNG — ChaCha20 implementation written in Rust (v0.2.7) and Ruby (v0.2.5), seeded from OS entropy pools (Linux getrandom syscall, falling back to /dev/urandom); certified by BMM Spain Testlabs under Spillemyndigheden's Certification Programme Testing Standards for Online Casino (SCP.01.03.EN.2.1); passed Empirical, Diehard, and NIST test suites on both raw 64-bit and 32-bit output at the 95% and 99% confidence intervals, confirming randomness, unpredictability, and unbiased scaling.
Habanero (Habanero Systems B.V.)	RNG certified by iTech Labs under the Isle of Man Gambling Supervision Commission's randomness criteria (following Schneier); passed Marsaglia's Diehard statistical tests on raw output at the 95% confidence level, with shuffling tests across multiple deck configurations and scaling tests for American/European Roulette, Keno, Dice, and Slots, confirming unpredictable, non-repeatable, and uniformly distributed outputs.
Platipus (Platipus Trading Limited)	RNG certified by iTech Labs; passed Marsaglia's Diehard statistical tests for randomness, with scaling tests conducted for Slot games on statistically significant samples, confirming unpredictable, non-repeatable, and uniformly distributed outputs. The certified RNG code has been fingerprinted.
Spinomenal (Panda Bluemoon Ltd)	RNG "ValidatedCryptoRandom", built as an extension of Microsoft's CryptoRandom class and certified by eCOGRA across multiple jurisdictions including Malta, Isle of Man, and Alderney; the generator cleared Diehard, Chi-Square, Runs, and Serial Correlation testing at the 95% confidence level for both shuffled and scaled output distributions.
Relax Gaming Ltd	Software-based pseudo-random RNG , certified by eCOGRA for Alderney, Gibraltar, Isle of Man, Latvia, Estonia, Malta, and Lithuania; passed the Diehard suite, Chi-Squared, Wald-Wolfowitz (Runs), and Correlation/Serial Correlation tests at the 95% confidence level

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	across scaled ranges and shuffled-deck configurations, confirming probability, randomness, and uniformity free of statistical bias or predictability.
Booming Games (Malta) Limited	RNG based on the SecureRandom algorithm backed by /dev/urandom with a shared singleton entropy engine, certified by QUINEL under the Isle of Man Gambling Supervision Commission's Online Gambling (Systems Verification); passed Frequency, Couples, Serial Correlation, Run, Gap, Poker, Distance, and Closed Circle tests plus the Diehard and NIST batteries and shuffled-number ranges.
Mascot Gaming (MNG Entertainment Srl)	Software-based RNG v1.0 implemented in PHP, certified by Global Lab Ltd under Malta Gaming Authority Remote Gaming Regulations 438.04 (Legal Notice 176 of 2004); passed statistical randomness testing, source code review, and the Third Schedule randomness criteria (following Schneier), confirming randomly generated, unpredictable, and non-reproducible outputs.
Endorphina (Endorphina Ltd)	RNG engineered in-house by Endorphina Limited and certified by iTech Labs in line with Malta's Remote Gaming Regulations; the generator successfully cleared Marsaglia's Diehard battery of statistical tests, with its outputs verified as uniformly distributed, unpredictable, and non-repeatable.
FAZI d.o.o.	RNGUtils v1.0, an in-house generator from FAZI built on a CryptGenRandom-based algorithm, certified by BMM Spain in accordance with Romanian technical standards; the RNG cleared the Empirical, Diehard, and NIST test suites at the 95% confidence level.
Aviatrix (TechPlay Bazaar Ltd)	RNG powered by the OpenSSL AES-256 CTR-DRBG entropy engine, certified by BMM Testlabs in accordance with UKGC standards; the generator cleared the Diehard and NIST statistical test suites at both the 95% and 99% confidence levels.

Every RNG system in this registry satisfies the core regulatory requirements:

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- **Randomness** — generated data is statistically random and evenly distributed across the required range.
- **Unpredictability** — outputs cannot be deterministically derived or guessed in advance, even with full knowledge of the algorithm and prior results.
- **Non-reproducibility** — even under identical seeds or starting conditions, the same output sequence cannot be recreated.

Security and Compliance

The RNG and live-dealer mechanisms behind each game undergo regular independent audits. Across the providers listed, certification has involved statistical test batteries (Diehard, NIST, Chi-Square, and others), source-code reviews, and entropy validation. The accredited testing laboratories engaged include GLL, BMM, iTech Labs, QUINEL, eCOGRA, Gaming Associates Europe Ltd, and Global Lab Ltd — each holding ISO/IEC 17025 accreditation.

2.3. Betting Rules and Payment

2.3.1. Betting Rules and Eligibility

Participation is restricted to persons aged 18 or over, and players must complete account verification — including submission of valid identity documents — before placing bets. Bets may be placed on a range of sports events and casino games; once confirmed, a bet cannot be cancelled or modified. All betting activity is monitored to support fair play, and where activity appears suspicious the Company may suspend or terminate the account concerned.

2.3.2. Payment Methods and Transactions

Players may fund their accounts using credit and debit cards, e-wallets, and bank transfers, with the methods available depending on the player's location. Withdrawals are made through the same methods used for deposits and are subject to verification and processing. Minimum and maximum limits apply to both deposits and withdrawals, with the specific figures shown in the player's account dashboard. Deposits are ordinarily processed without delay, while withdrawals may take up to five business days depending on the method selected.

2.3.3. Bet Amounts and Bet Types

Bets are placed in the currency chosen at registration. Minimum and maximum stakes vary by game or event — the minimum according to the specific game rules, and the maximum set in support of responsible gaming — and the applicable figures are shown for each game. Players may place several bet types, including Single, Multi (Ordinary), Express, and System bets.

The bet slip provides flexible stake entry, including:

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- a manual input field with a currency indicator;
- quick-bet buttons with customisable predefined amounts;
- a "Max" button that fills in the highest permitted stake;
- a freebet toggle, where granted, for staking with bonus credits;
- a calculator that displays potential winnings and adjusts system combinations (for example 2/3 or 5/10).

2.3.4. Payouts

Winnings are calculated automatically from the odds and stake shown at the moment the bet is confirmed, and are credited to the player's balance once the outcome of the event is confirmed. The balance is displayed in the selected currency at all times. Withdrawal of winnings is subject to any applicable wagering requirements and to verification. Payout tables and special-prize information are available in the platform's Promo Sport section, and players can review their win/loss history under "Operations History" in their profile. Players remain responsible for reporting and paying any taxes due on their winnings under the laws applicable to them.

2.3.5. Software and Technology

The platform runs on an integrated betting system that supports the player's activity and the Company's regulatory obligations. It maintains a gaming transaction history covering the previous 90 days and a financial history summarising deposits, withdrawals, and win/loss totals. Players are provided with real-time event information — including live broadcasts, match statistics, line-ups, results, and pre-match and in-play data on event selection — and with a real-time account balance in their chosen currency that updates during play. The system also presents betting rules, restrictions, and game-specific instructions, and assigns each game a system-generated Game ID with a detailed description.

2.3.6. Outcome-Determining Elements

The outcome of each bet is determined by verifiable elements specific to the event and market concerned, as follows:

- **Official event results** — for sports betting, outcomes follow strictly the official results published by the governing body of the relevant sport or event (such as final score, match winner, or time-based results). For live betting, outcomes are based on real-time data feeds and fixed at the point the bet is placed.
- **Game engine results** — for virtual sports and instant games, outcomes are produced by certified Random Number Generators, with each event carrying a unique identifier and a verifiable result shown alongside its description and pay table.

- **Odds and markets** — the potential payout is derived from the odds displayed when the bet is confirmed; odds may move during live events but are fixed for the player on placement.
- **Bet-type logic** — Single, Express, System, and Multi bets use defined mathematical models to determine possible combinations and payouts, with System bets settling on a subset of correct outcomes (for example two correct from three in a 2/3 system).
- **Manual or technical verification** — in the event of a data dispute, the platform relies on independent data providers or official recordings, and bets may be voided or adjusted where technical faults, incorrect lines, or rule breaches are identified.
- **Bonus bet conditions** — freebets and promotional bets follow predefined rules, with any winnings subject to the terms set out in the bonus policy, such as rollover requirements or minimum odds.

3. A DESCRIPTION OF PERIODICALLY USED TEST METHODS FOR QUALITY MONITORING

This section describes how product quality is monitored and maintained across the development lifecycle. It sets out the objectives, workflows, and environments used to confirm that products perform as intended, together with the way defects, metrics, and acceptance criteria are managed. Collectively these practices form the structured approach the QA team follows to deliver reliable products that meet both regulatory obligations and customer expectations.

3.1. Testing Principles and Test Case Design

The QA team's work is built around a consistent set of priorities. The customer experience comes first: functionality is kept smooth and dependable throughout the product's life, and potential problems are caught before they reach users — an effort informed by analysis of customer environments and industry practice. Stability is valued over novelty so that behaviour stays predictable between releases, decisions about where to focus testing are guided by data rather than assumption, and the team treats its own methods as something to refine continuously.

These priorities shape how individual test cases are written. Each case follows a few core rules:

- **Requirement-driven** — every case ties directly to a product requirement; no script exists without that link.
- **Scenario-based** — grounded in real user situations rather than abstract checks.
- **Granular and clear** — each targets one piece of functionality, with a descriptive name for easy identification.

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- **Reusable** — modular by design, so cases apply across different scenarios.
- **Traceable** — linked to a specific requirement or user story for full coverage.
- **Automation-ready** — repetitive and regression cases are automated for efficiency.

3.2. Test Environments

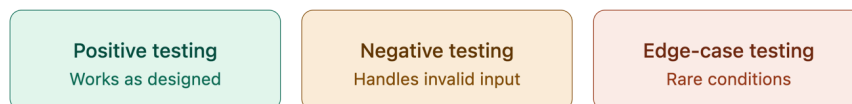
Quality is verified across three environments:

- **Development** — where developers build and experiment with new features. It changes constantly, can be unstable, and runs on test data for component-level checks. Not publicly accessible.
- **Pre-Production** — a close replica of the live setup used for integration testing, user acceptance testing (UAT), and final sign-off. Because it mirrors production, it confirms that features work together as expected. Not publicly accessible.
- **Production** — the live system customers use, holding real data. It requires continuous monitoring of performance and uptime, since any fault here has immediate customer impact.



3.3. Testing Procedure and Defect Management

Testing is tied directly to product requirements, which are tracked in Jira; every feature or task is checked against the requirements stated in its user story or epic. Verification combines three angles — positive testing confirms features behave as designed, negative testing checks how they cope with invalid or unexpected input, and edge-case testing examines performance under rare conditions. No task reaches release until testing confirms it resolves the customer problem described in the requirements.

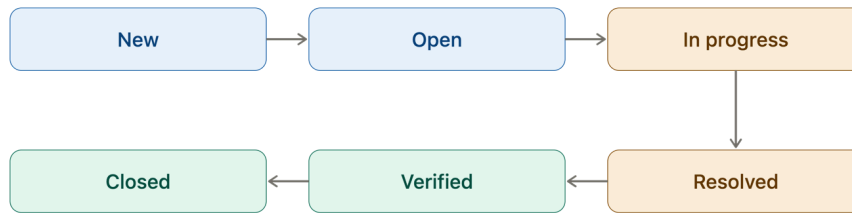


All three required before a task reaches release

Defect handling runs alongside this process and follows a defined flow:

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- **Reporting** — issues raised by QA, developers, or support are logged in Jira with descriptions, reproduction steps, environment details, and an assigned severity and priority.
- **Triage** — a triage team reviews and ranks defects, then routes each to the appropriate developer.
- **Resolution and verification** — once fixed, QA re-tests in a controlled environment, adding regression testing where the change affects other areas.
- **Lifecycle** — each defect moves through New → Open → In Progress → Resolved → Verified → Closed, with its status visible in Jira.



3.4. Metrics and Acceptance Criteria

A small set of metrics gauges both the testing process and the resulting quality: **defect density** points to error-prone areas, **severity/priority** categorises defects by business impact, the **pass/fail rate** signals overall stability, and **test-cycle estimation** supports efficient planning.

Before any feature ships, it must meet defined acceptance criteria covering transaction accuracy (deposits, withdrawals, and payouts tested thoroughly for correctness), regulatory compliance (age verification, responsible-gambling features, and data-privacy rules), security (confirming sensitive user data is protected), and performance (showing the product stays stable and responsive under heavy load).

3.5. Reporting

Reporting keeps stakeholders informed about testing progress, defect trends, and overall quality:

- **Bug reports** — daily progress, blocked tests, and critical defects.
- **Feature / epic reports** — weekly execution, defect trends, and coverage by feature.
- **Release reports** — assessment of release candidates with defect statistics and performance data.
- **Ad-hoc reports** — produced on request to address specific questions.

4. STORAGE OF PLAYER DATA

Safeguarding the privacy and security of player data is fundamental to maintaining trust in the services

the Company provides. This section sets out how personal data is collected, stored, secured, and processed in line with applicable data-protection law — including the General Data Protection Regulation (GDPR) and the Curacao Data Protection Framework — and describes the rights players hold over their data together with the mechanisms for obtaining and managing consent.

4.1. Personal Data Collected

The data the Company may gather falls into several categories:

- **Identity verification** — passport numbers, government-issued ID, utility bills, and similar documents used to confirm a player's identity.
- **Financial and transactional** — deposit and withdrawal records, payment methods, transaction histories, and account balances.
- **Geolocation and online identifiers** — IP addresses, device details, and activity associated with a player's use of the site.
- **Behavioural and browsing** — traffic data, time on site, pages viewed, click-through rates, and interaction with platform features.

4.2. Storage and Security Measures

Player records — including account details, gameplay history, and financial transactions — are held so that they remain continuously available to the Curacao Gaming Authority (CGA), on a server housed in a Tier-IV certified data centre in Curacao. The underlying infrastructure runs on VMware vSphere and Nutanix Hyper-Converged Infrastructure with SSD acceleration, giving the platform resilience, scalability, and fault tolerance.

Several controls protect this data:

- **Encryption** — all personal data is encrypted both in transit and at rest, preventing unauthorised access or disclosure.
- **Access control** — sensitive records are reachable only by authorised personnel, under permissions that are reviewed and updated on a regular basis.
- **Security audits** — periodic audits and vulnerability assessments identify and address potential breach risks.
- **Backups** — player data is backed up routinely so it can be restored after a system failure or data loss.

4.3. Sharing with Third Parties

To deliver and improve its services, the Company may share personal data with carefully selected partners under arrangements designed to protect player privacy. These include analytics and engagement providers (such as product-experience and messaging platforms), customer-support tools, measurement tags, and third-party payment processors used to handle deposits and withdrawals. Data may also be disclosed where required by law, to protect the Company's rights or users' safety, or in cases of suspected fraud, chargebacks, or other prohibited activity — in which event relevant information may be shared with banks, payment providers, other gaming operators, and competent authorities.

4.4. Compliance with Data-Protection Law

The Company processes personal data fairly, transparently, and securely, relying on the lawful grounds set out in the GDPR. Processing may rest on the player's **explicit consent** (notably for marketing or sensitive data), on **contractual necessity** where the data is needed to deliver a requested service, on **legal obligation** such as KYC and AML duties, or on the Company's **legitimate interests**, for example improving customer service or conducting market research.

Two further principles govern how data is handled. Under **data minimisation**, only the data genuinely needed to provide services and satisfy legal requirements is collected, and anything no longer required is securely deleted or anonymised. Under **data-subject rights**, the Company honours each player's ability to access, correct, erase, restrict, or port their data, which players may exercise by contacting the Company directly.

4.5. Player Consent and Data Rights

Before any data is collected, players are told clearly what is being gathered, why, and how it will be used, and they must give explicit consent for specific purposes such as marketing communications. Consent can be withdrawn at any time through customer support, though doing so may limit access to features that depend on it.

In relation to their personal data, players are entitled to:

- **Access** — obtain their data and information on how it is processed.
- **Rectification** — have inaccurate or incomplete data corrected.
- **Erase** — request deletion where the data is no longer needed for its original purpose.
- **Restriction** — limit processing in defined circumstances.
- **Portability** — receive their data in a structured, machine-readable format and transfer it to another controller.
- **Withdrawal of consent** — revoke consent at any point, accepting that consent-dependent services may then be unavailable.

- **Complaint** — lodge a complaint with the relevant supervisory authority.

The Company's services are intended only for persons aged 18 or over (or the lawful age in their jurisdiction). Anyone submitting personal data confirms they meet this age requirement. Where the Company detects an attempt by a minor to access its services or submit data, it declines the information and takes steps to remove it from its records, initiating a security review where necessary.

5. VISUAL AND USER INTERFACE ELEMENTS

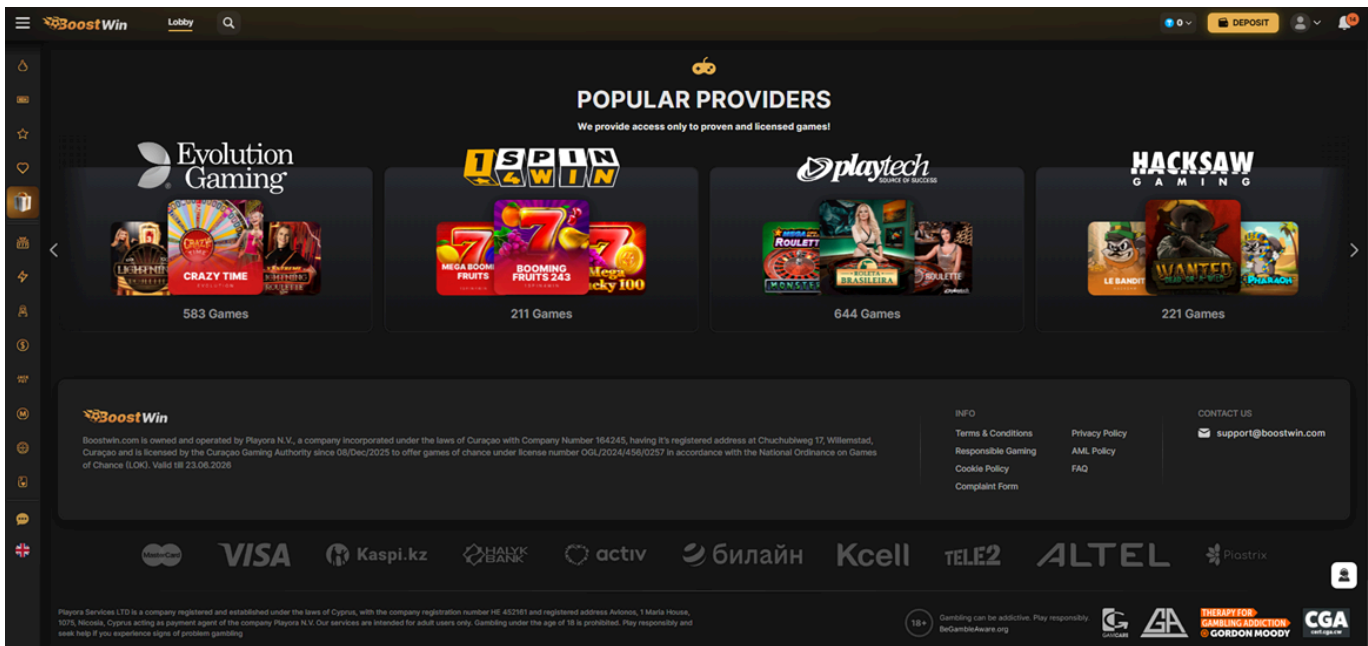
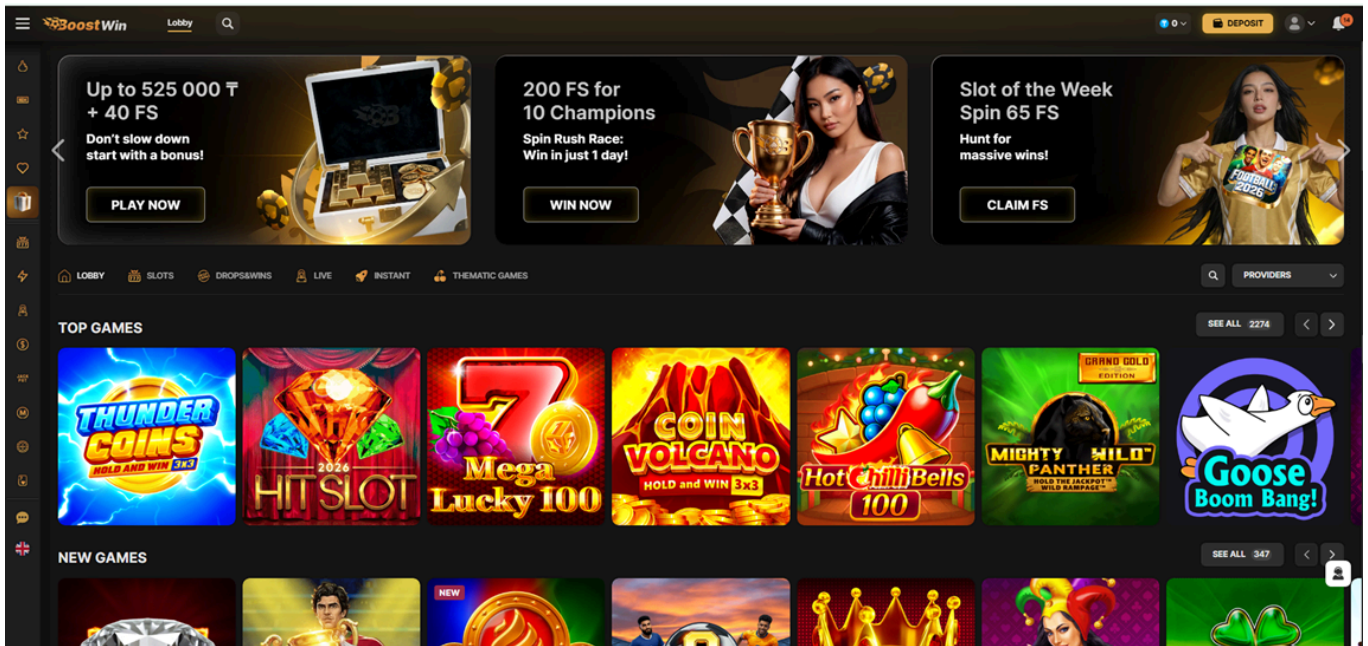
5.1. Overview of the User Interface (UI) Design

The User Interface (UI) of the Company's platform is structured to deliver an intuitive, user-centric, and operationally efficient interaction model that aligns with industry standards for online gaming environments. The design architecture ensures clear visual hierarchy, streamlined navigation, and responsive functionality, facilitating seamless user engagement while maintaining compliance with regulatory obligations.

The interface structure is strictly organized into four primary visual and functional components:

- **Persistent Left-Side Vertical Navigation Menu:** Serves as the primary global access point for all core platform sections, including Casino, Live Dealers, Crash Games, Sports, Tournaments, and User Profile areas. It remains consistently visible across all pages and dynamically adapts its interactive options based on the user's current authorization status.
- **Top Header Panel:** Positioned permanently at the upper section of the viewport, the header displays critical user account elements. For guest users, it provides clear "Registration" and "Login" prompts. For authorized users, it displays dynamic real-time data, including the unique User ID, localized account balance components (Main Balance, Casino Bonus, Sports Bonus, Free Bets, and Pincoins), and a direct transactional link to the Cashier interface.
- **Dynamic Main Content Area:** The central workspace of the viewport that dynamically adjusts to render context-specific components such as promotional carousels, game category grids, tournament leaderboards, and detailed operational views. This area automatically filters content based on the user's authorization level and geolocation constraints, ensuring the lawful display of region-specific offers and games.
- **Static Footer Section:** Positioned at the bottom of all platform views, the footer contains essential corporate resources and mandatory regulatory links. These include the General Terms & Conditions, AML/KYC Policies, Responsible Gaming Framework, Privacy Policy, active customer support channels, and an instant language selection tool.

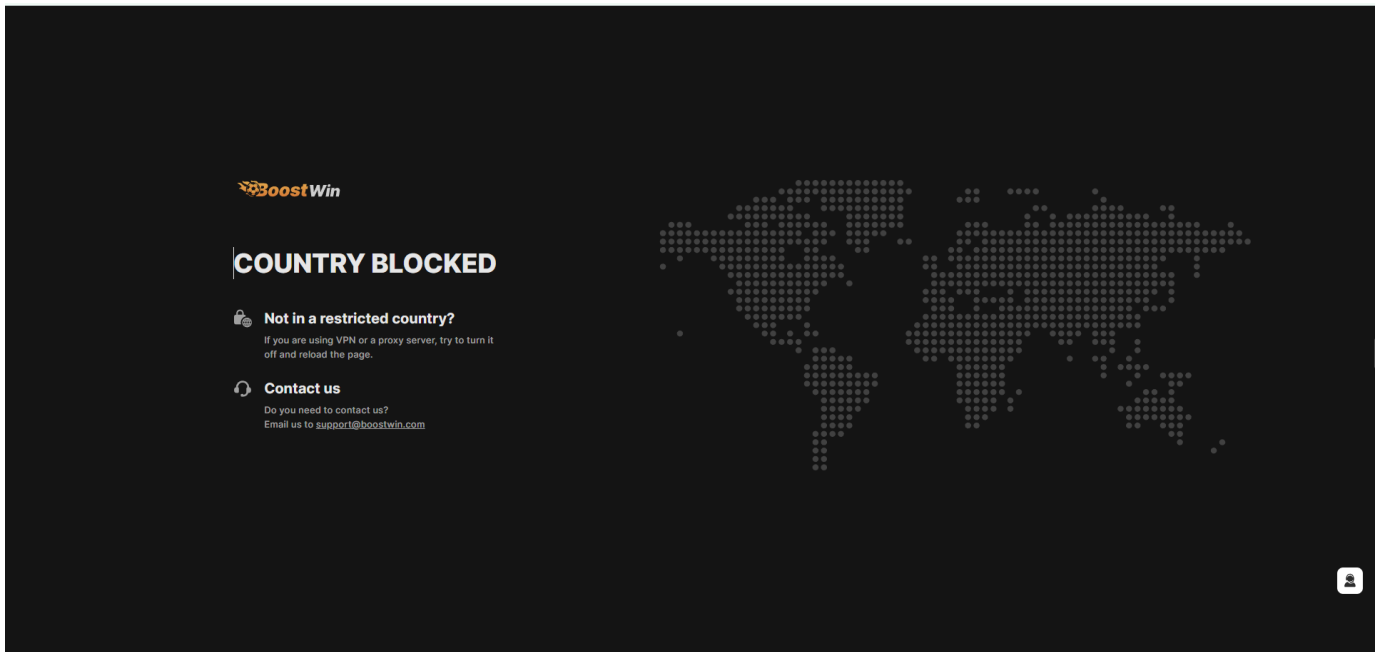
Playora N.V.



5.2. Accessibility, Responsiveness, and Geolocation Compliance

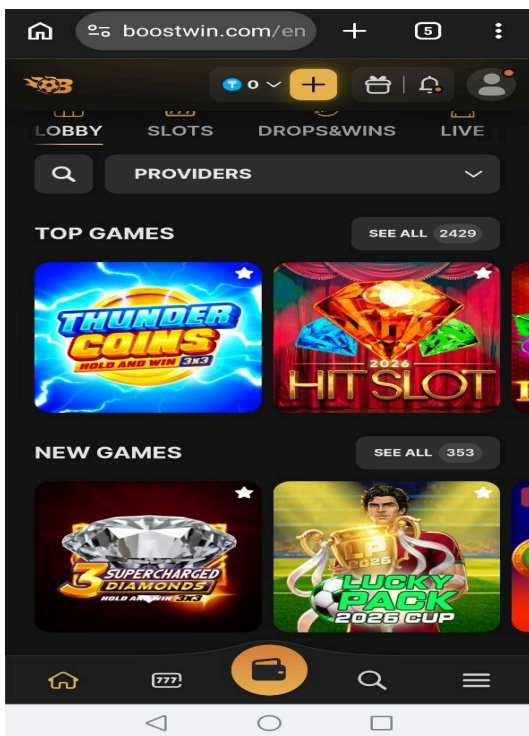
Geolocation-Based Access Controls

The platform incorporates automated, IP-based geolocation filtering to enforce absolute compliance with applicable local laws and licensing restrictions. In unauthorized or restricted jurisdictions, the UI completely bypasses the standard homepage, replacing it with a permanent, dedicated restriction notice. Under this state, all interactive elements (gameplay initialization, registration forms, authentication modals, and bet placement slips) are systematically disabled. Only essential static legal documents, terms, and compliance contacts remain readable.



Responsive Architecture

The platform utilizes a fully fluid, responsive layout that guarantees absolute functional and visual consistency across desktop, tablet, and mobile devices. Visual breakpoints are established for standard screen widths, triggering automated repositioning, resizing, and stacking of interface items upon hardware detection.



Accessibility Standards

The platform's frontend implementation strictly adheres to the Web Content Accessibility Guidelines (WCAG 2.1 AA parameters). Visual layouts ensure:

- Sufficient and compliant color contrast ratios across all textual overlays.
- Highly visible and predictable focus states to support native keyboard navigation.
- Scalable text configurations and readable font sizes that prevent clipping or layout breaking during localization changes or regulatory overlay text rendering.

5.3. Description of Interactive Elements

All interactive elements across the platform incorporate embedded access control logic governed by the user's geographic location, authorization state, KYC verification status, and real-time wallet balance.

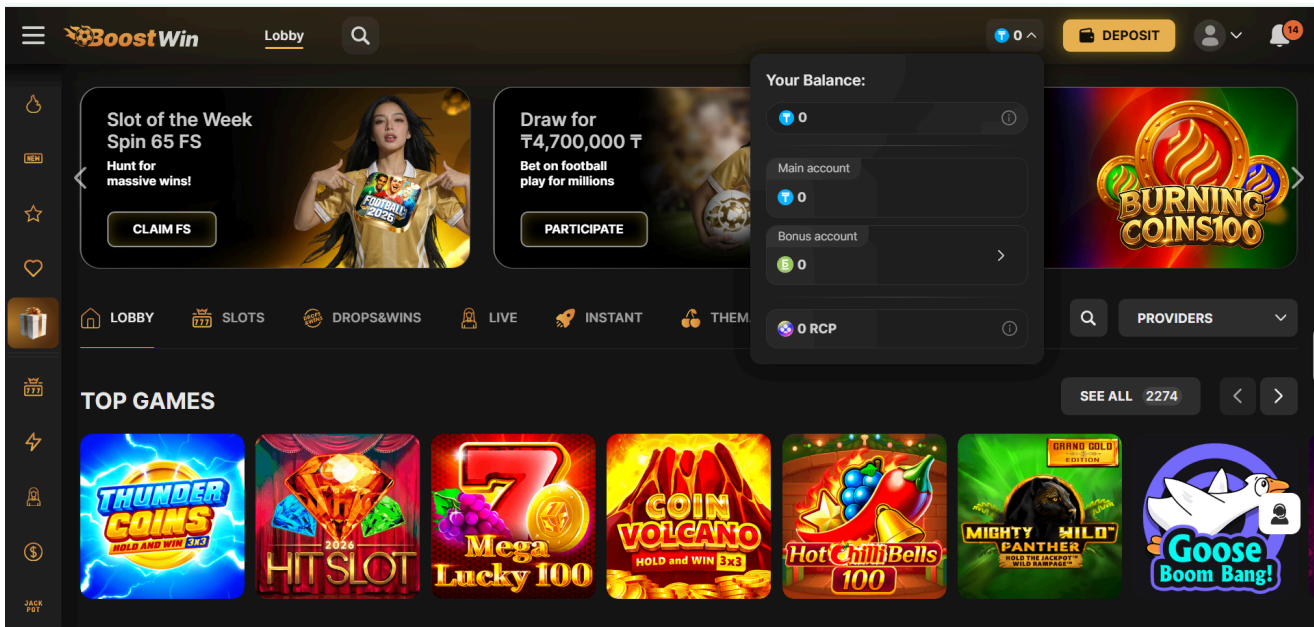
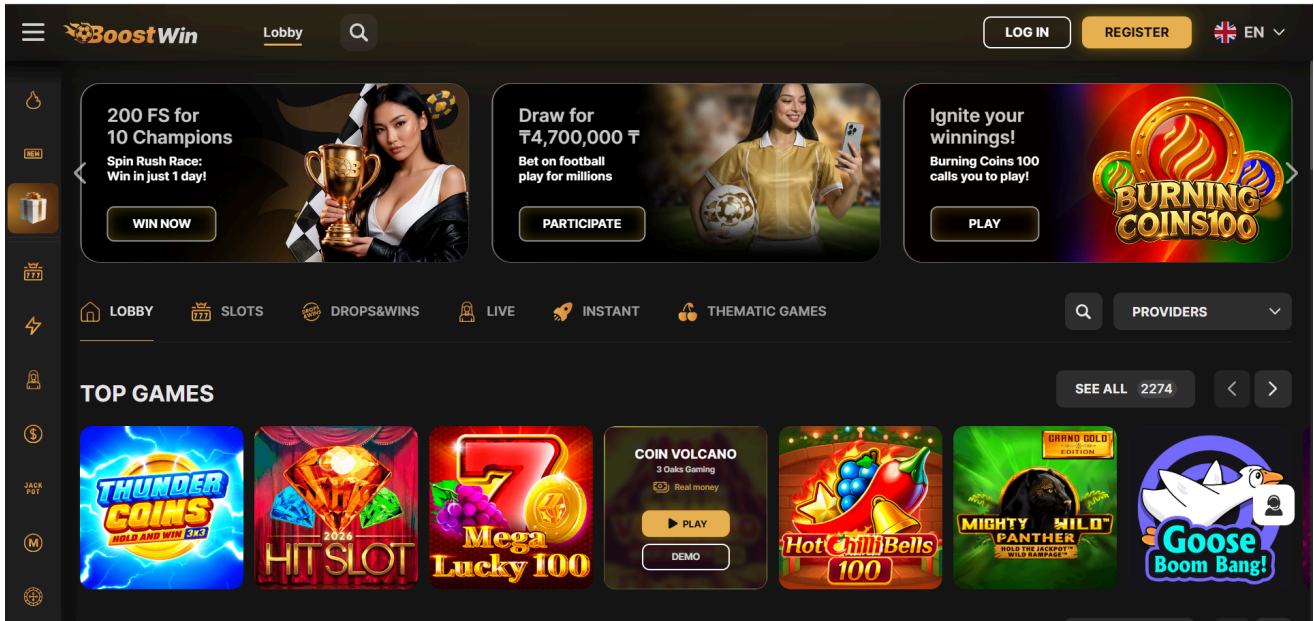
The primary interactive components of the UI include:

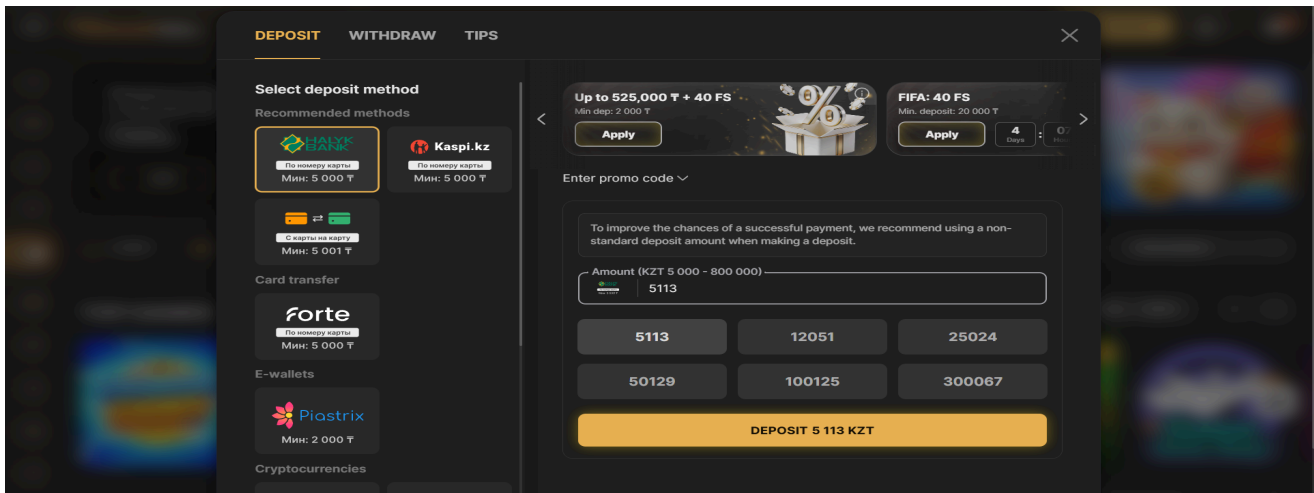
5.3.1. Navigation Menu (Left-Side Vertical Panel)

The persistent left panel allows immediate navigation across all major sections (Casino, Live Dealers, Crash Games, Sports, Esports, Tournaments, and User Profile) via single-click interactions. Access control is applied dynamically: guest users may scroll through generic previews, but are systematically intercepted and redirected to the login or registration modal when attempting to engage with restricted features such as the "My Bets" history tracking page.

5.3.2. Header & Profile Actions

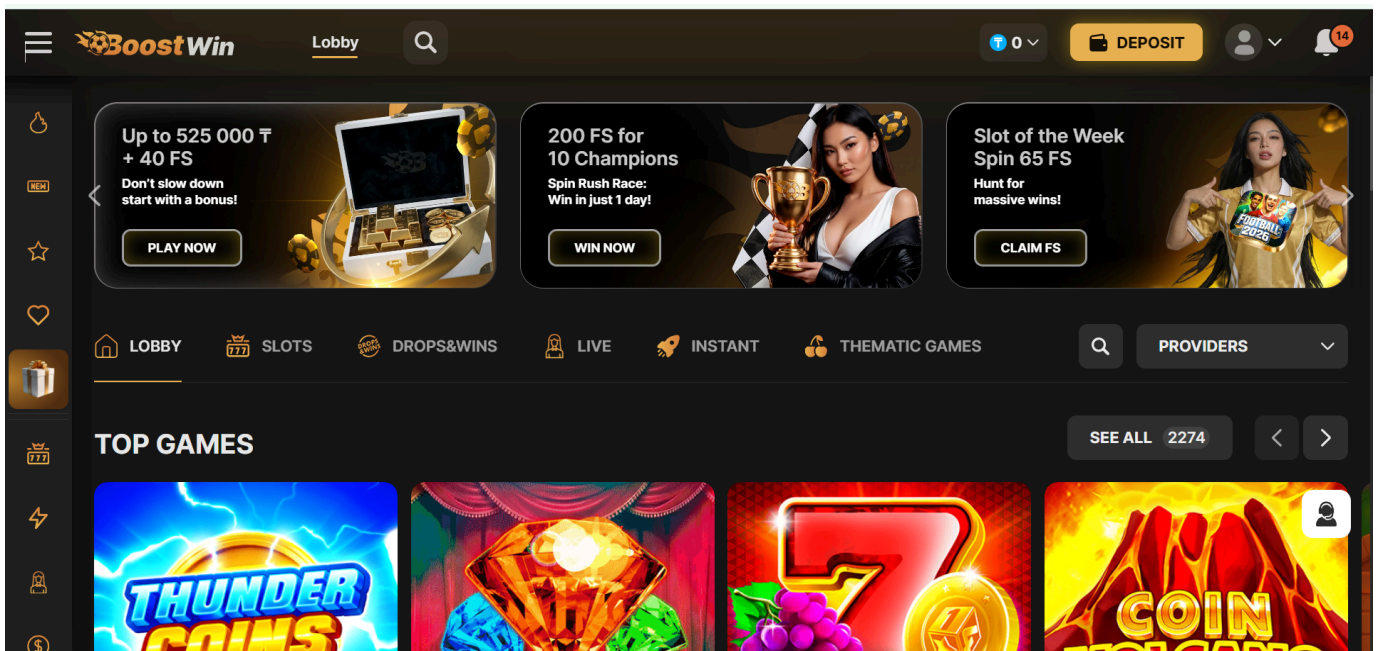
- **Authentication Prompts:** "Login" and "Registration" buttons are visible exclusively to unauthorized traffic and instantly initialize secure modal forms.
- **Player Profile Hub:** Clicking the user's avatar or nickname opens the secure Player Profile dashboard, allowing the management of personal data fields, account settings, and the direct uploading of KYC documents.
- **Dynamic Balance Dashboard:** Displays an active, synchronous breakdown of the player's funds. Clicking this component reveals a detailed modal overlay highlighting real-money balances versus distinct active bonus allocations.
- **Cashier Trigger ("To Cash Desk"):** Provides direct, instant routing to deposit and withdrawal generation windows. The interface items and active payment methods displayed within this view adjust automatically based on the user's KYC verification tier.



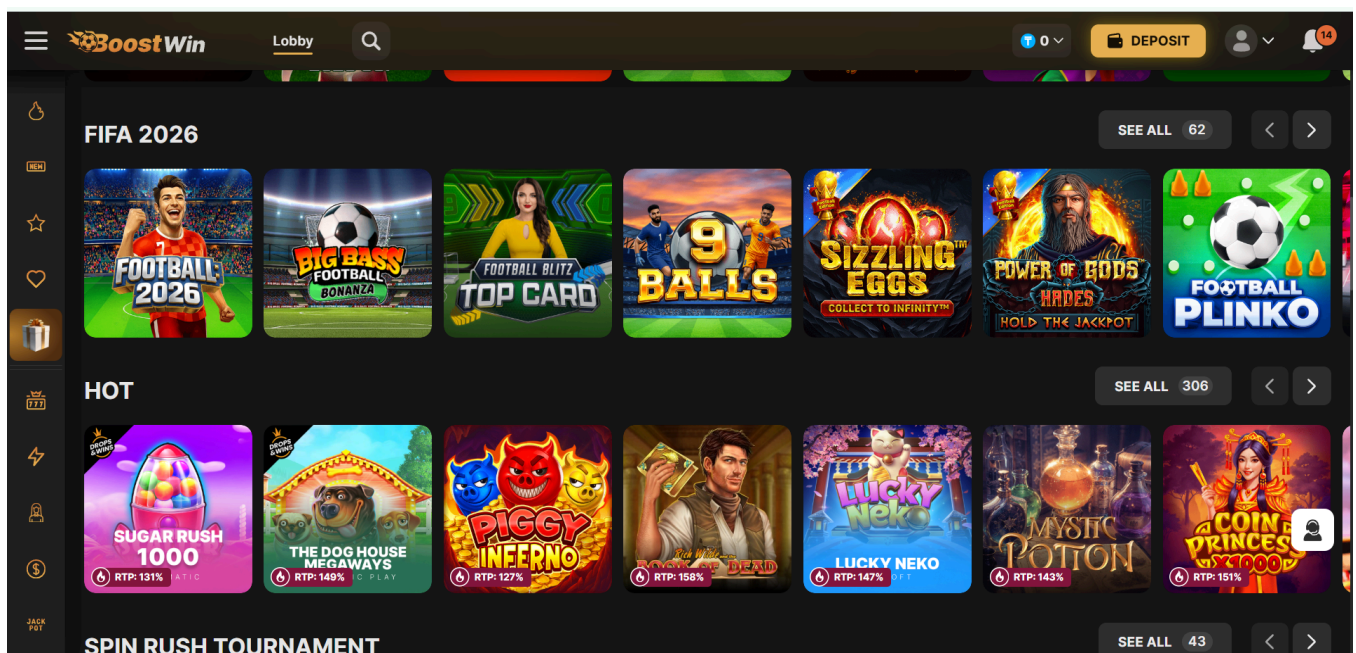
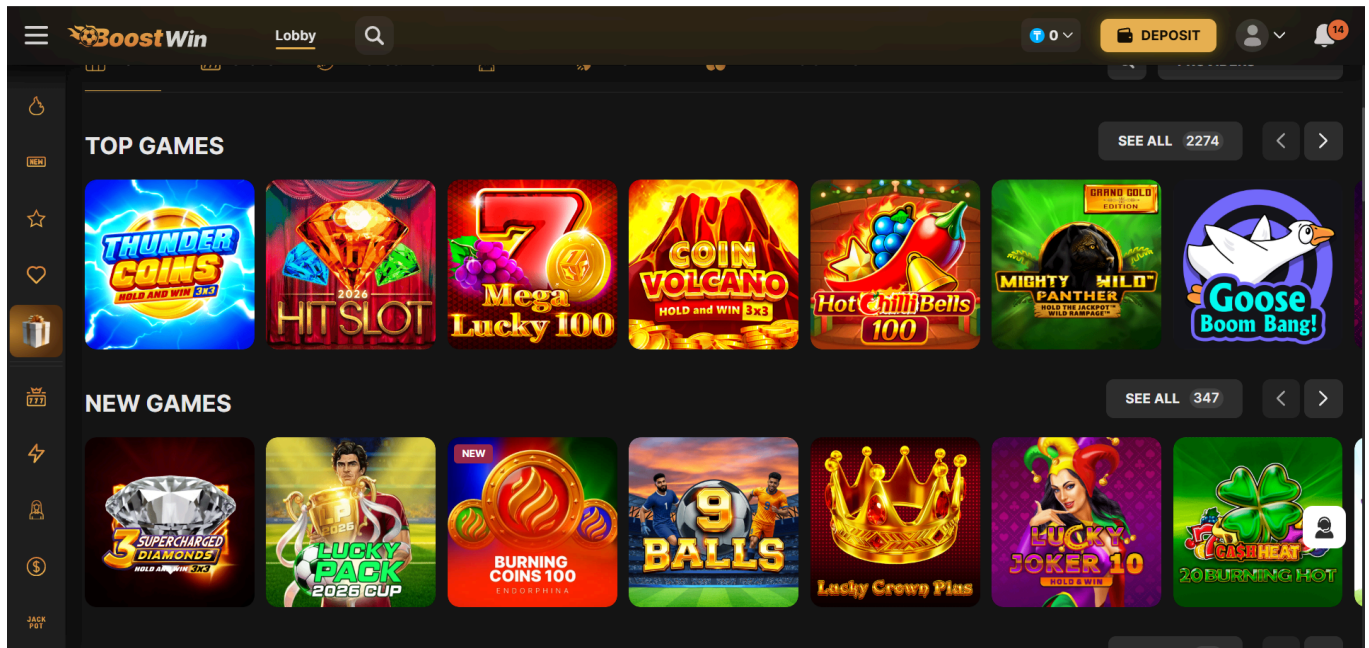


5.3.3. Content-Specific Interactive Elements

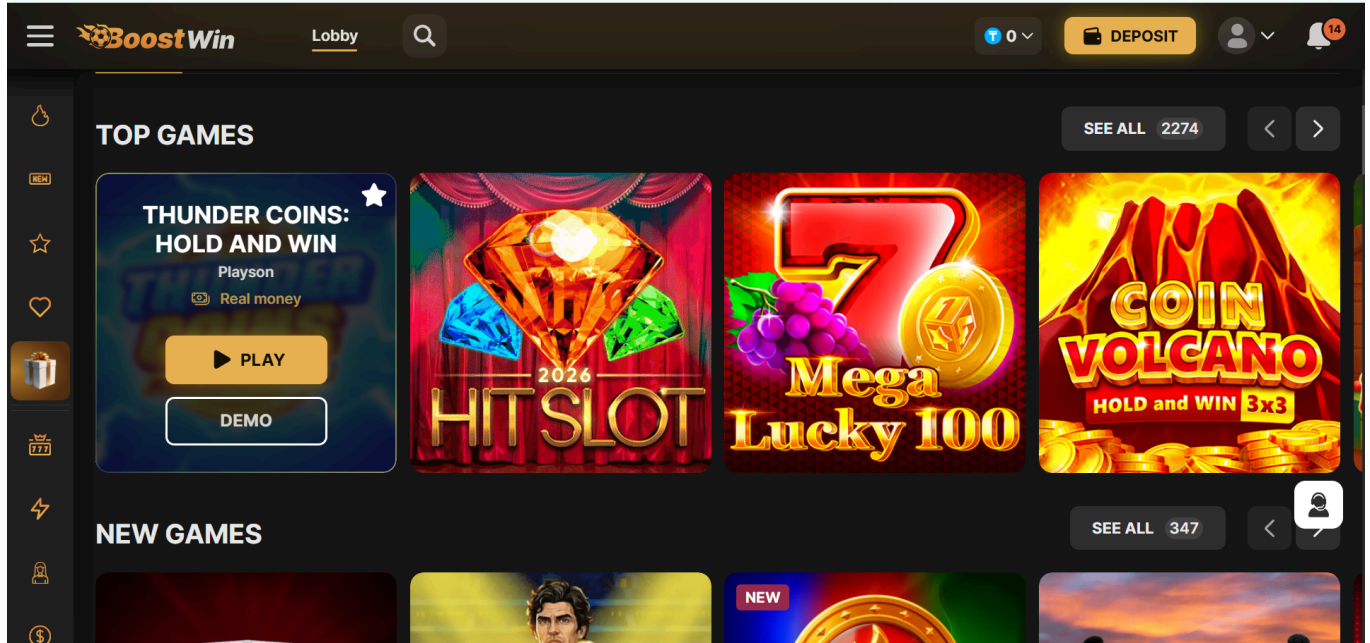
- **Sliders and Banners:** Dynamic carousels and static banners showcasing current promotions, tournaments, and offers. Clicking a banner redirects users to relevant sections (e.g., Promo page, Registration page). Banner content adapts based on user status (guest/authorized), location, and regulatory constraints



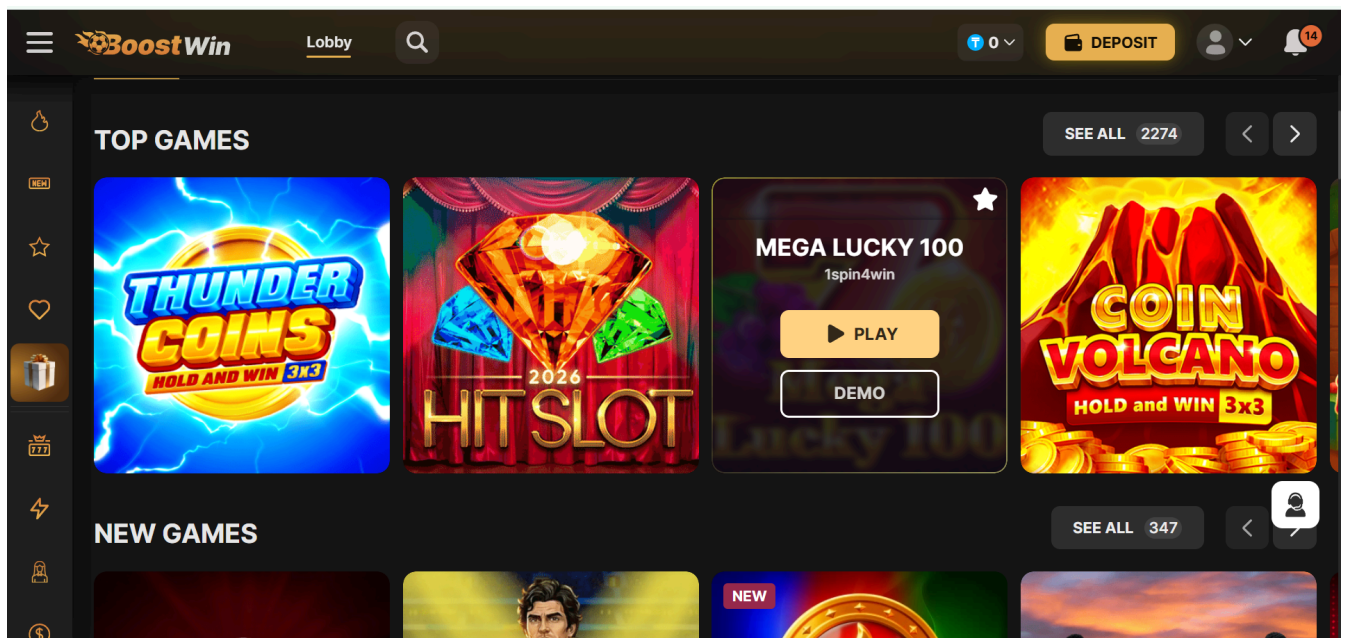
- Game Tiles: Each game tile is an interactive element displaying game previews and access options:



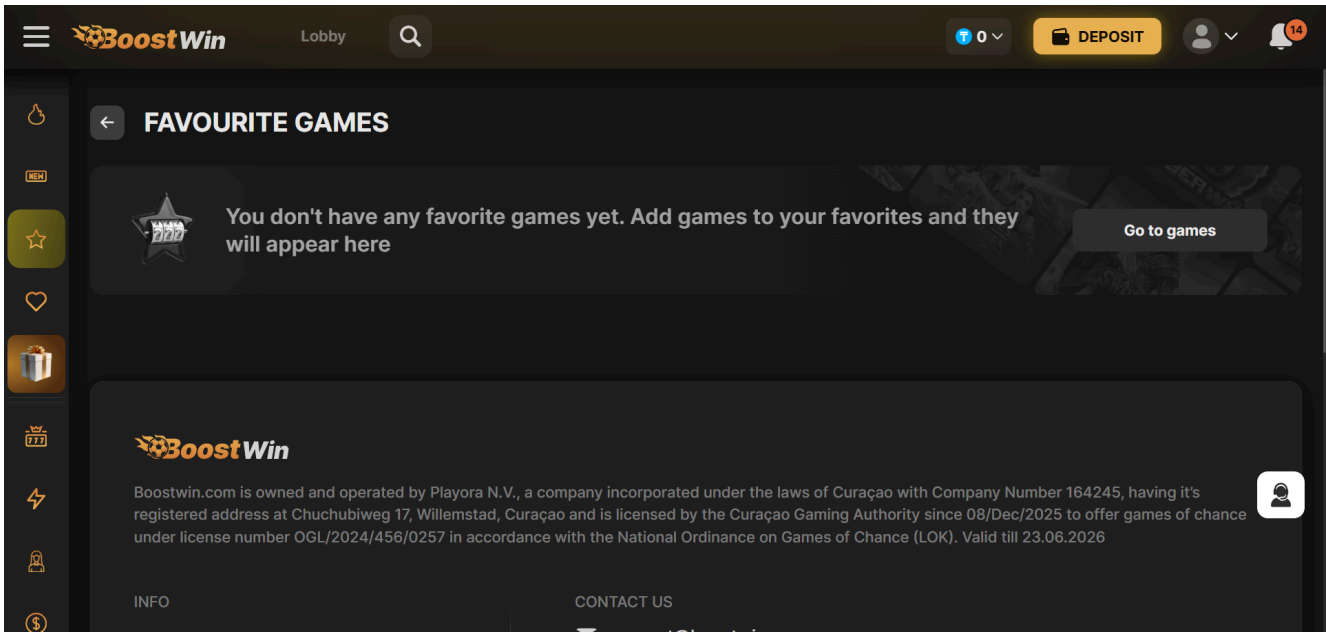
- “Play” button: Launches the game in real-money mode (restricted to authorized users with sufficient balance).



- “Demo” button: Starts the game in demo mode (available to all users, where applicable).

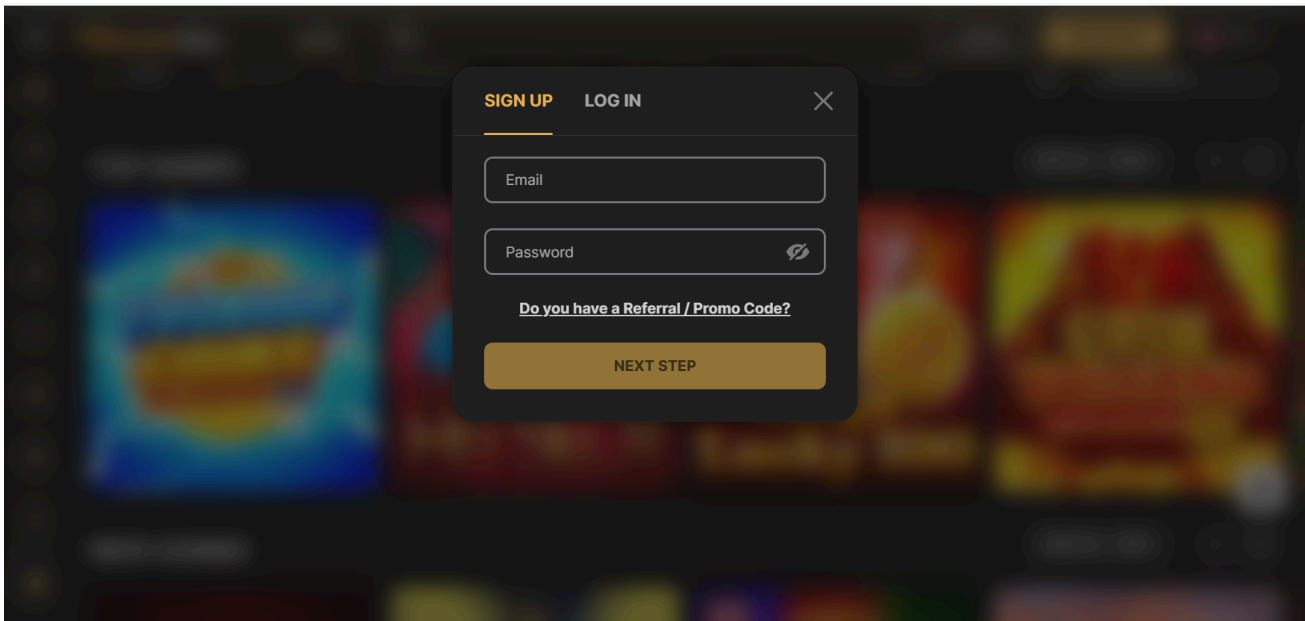


“Favorite” icon (★): Available to authorized users, adds the game to a personal favorites list.

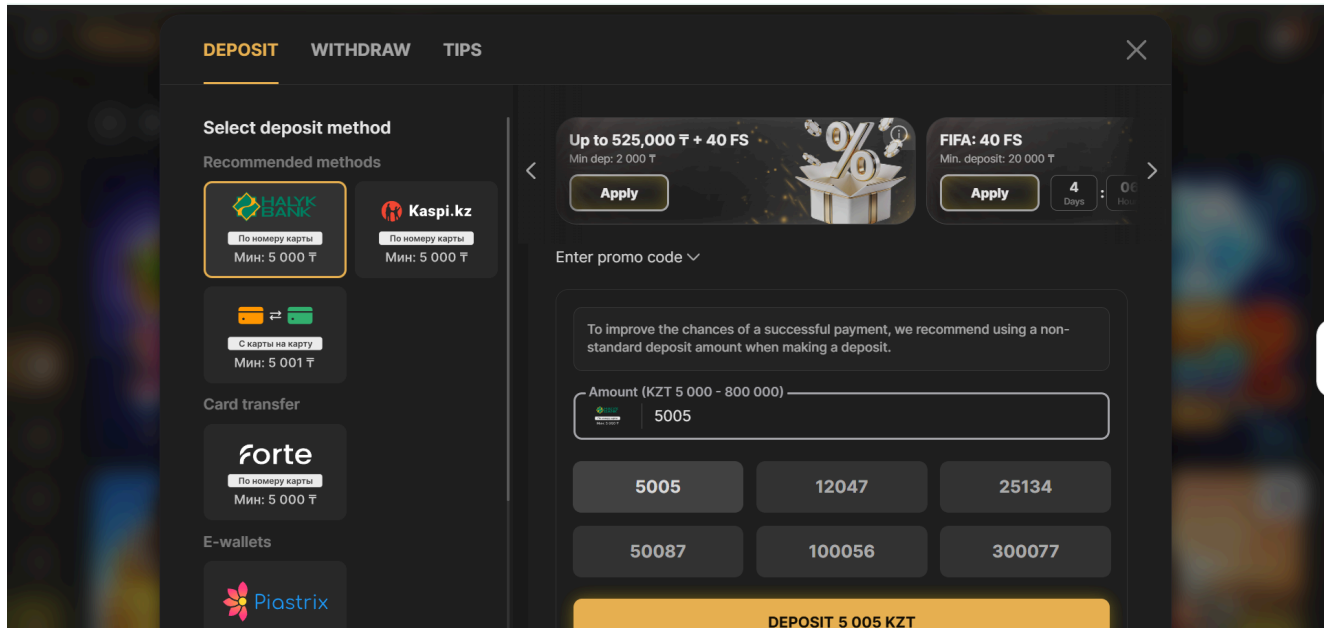


5.3.4. Interactive Modals and Pop-ups

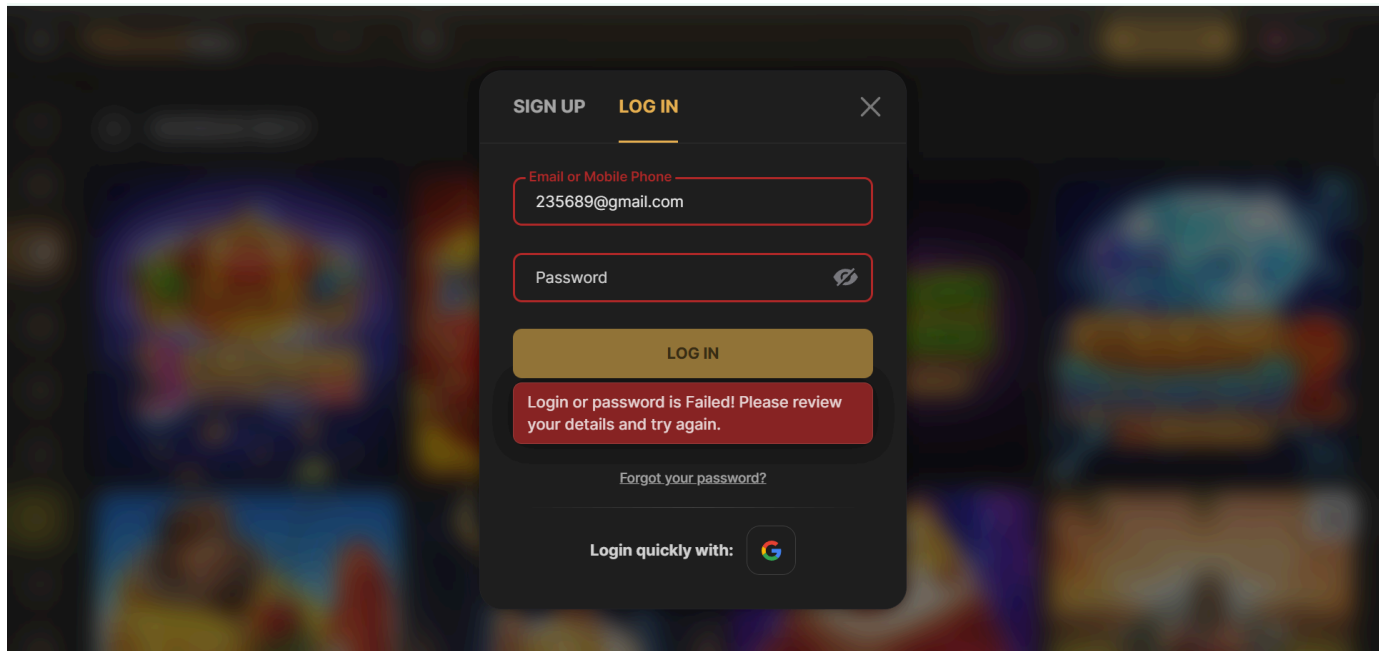
- Authentication Modals: Triggered when users attempt to access restricted features.



- Bonus and Promotion Pop-ups: Allow users to claim bonuses, accept terms, or proceed to the deposit interface.



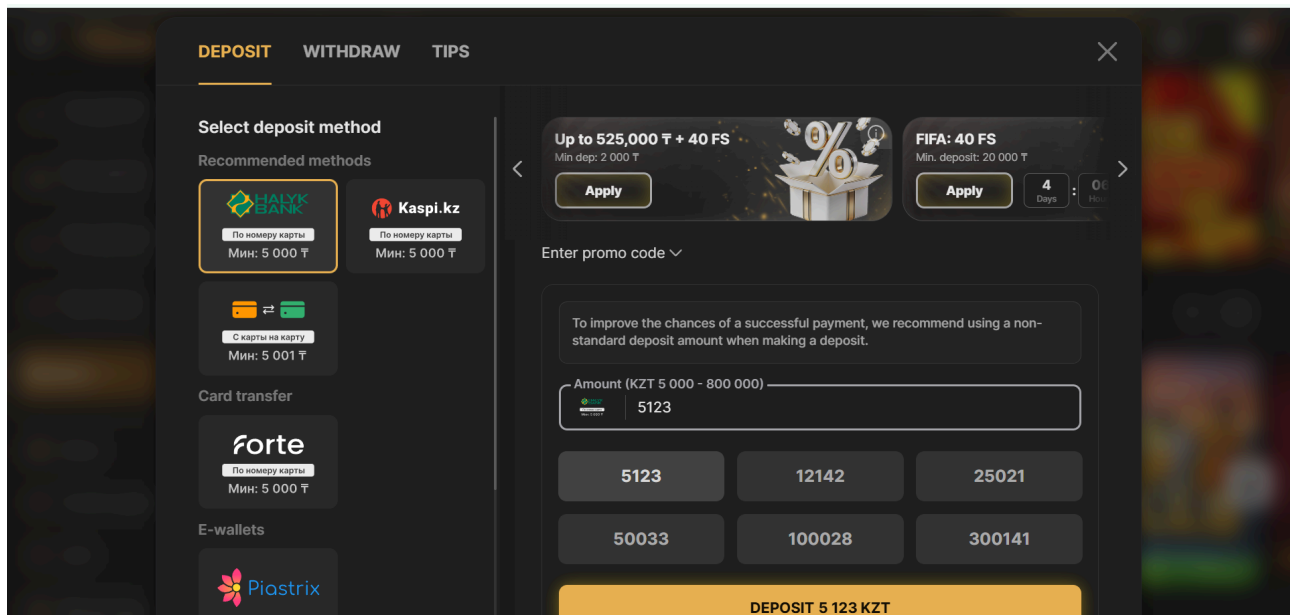
- Error and Status Notifications: Display system feedback in response to user actions (e.g., failed login, insufficient balance, geolocation restrictions)



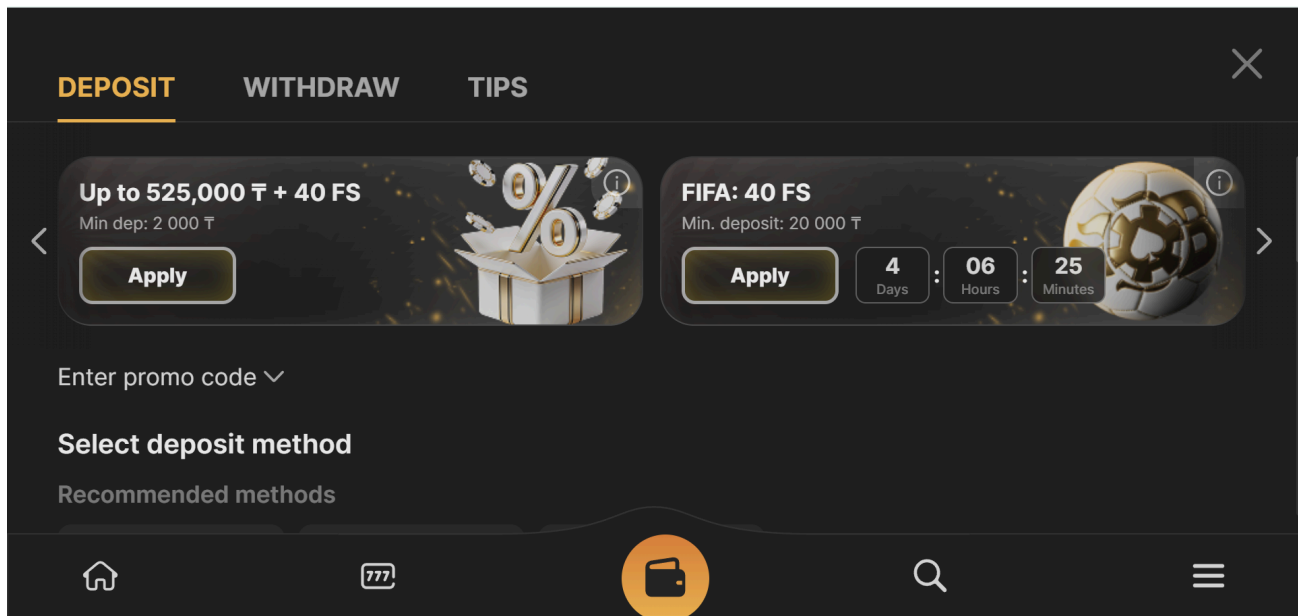
5.3.5. Betting and Transaction Interfaces

- Deposit and Withdrawal Forms: Dynamic interfaces presenting available payment methods,

limits, and promotional codes.



- Bonus Claim Buttons: Contextual action buttons (e.g., “Claim Gift,” “Get Bonus”) that trigger the appropriate workflow for claiming rewards or activating offers.

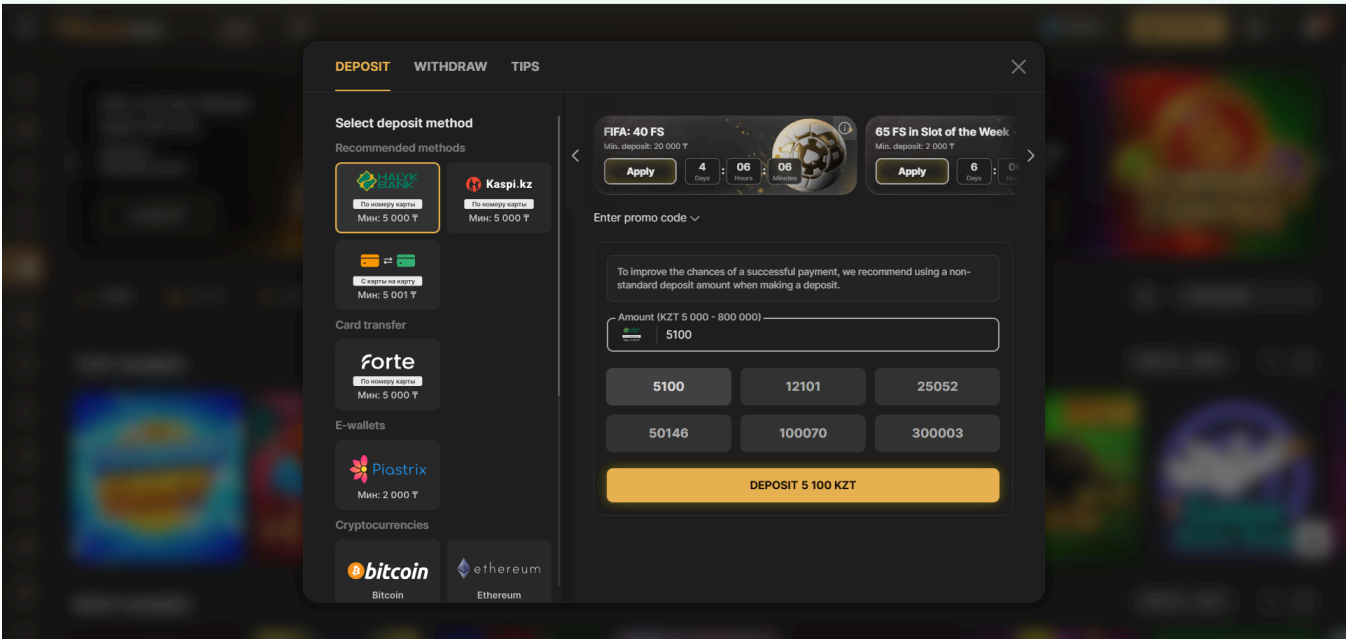


5.3.6. Live Interaction Features

- Live Chat: Available in specific sections (e.g., Live Dealer games), enabling users to communicate with dealers and other players in real time. Access restricted to authorized users.



- Session Timers: Display time-sensitive elements, such as countdowns for placing bets, tournament participation deadlines, or promotion expiry timers.



- Statistics Panels: Present real-time data on games, betting trends, and player activity, enhancing transparency and engagement.

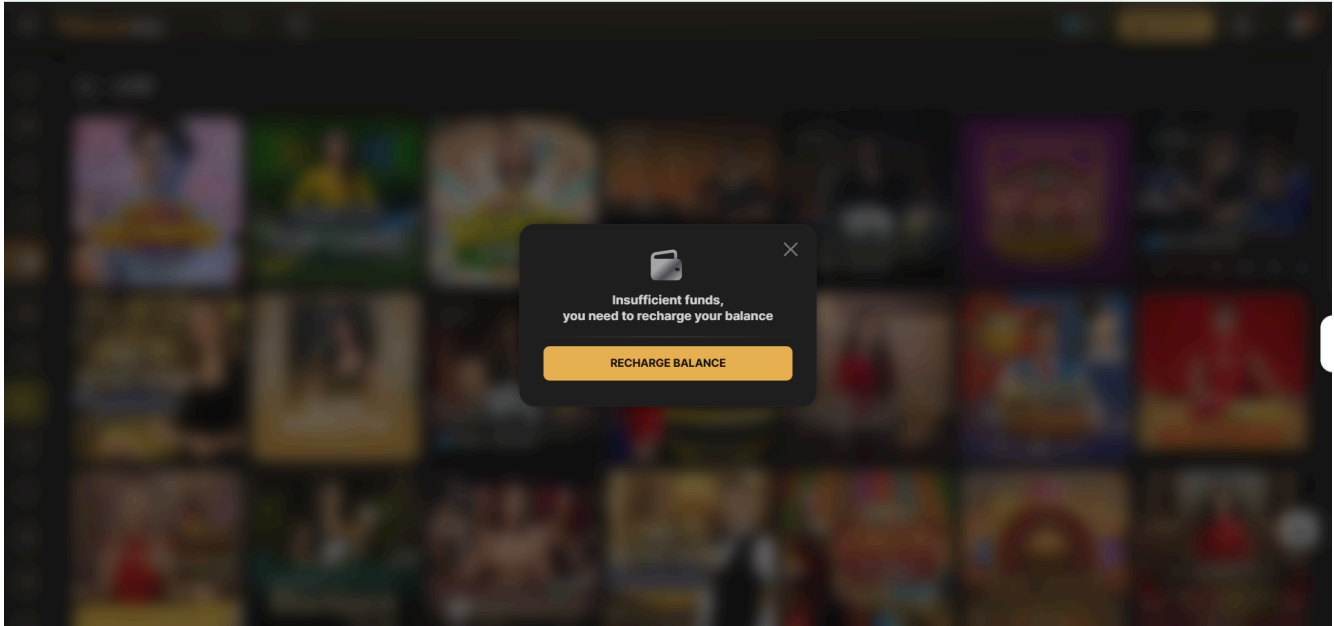


5.3.7. Restricted Access Logic

All interactive elements incorporate access control logic based on:

- Geographic location (IP-based filtering)
- Regulatory requirements (e.g., restricted jurisdictions, KYC status)
- Balance availability (for gameplay and betting features)

Unauthorized users attempting restricted actions (e.g., placing a bet, launching a game) are systematically redirected to the login or registration interface. Access limitations are consistently applied across all platform interfaces to ensure regulatory compliance.



5.4. Visual Design and Style

The visual identity of the platform integrates a high-premium dark-themed layout with intense, high-contrast structural accents to optimize user navigation efficiency, maintain strong informational hierarchy, and reduce eye strain over extended gaming sessions.

5.4.1. Core Visual Elements

- **Color Scheme:** The foundational interface utilizes shades of deep black and dark grey for the background environment to reduce eye strain during long-duration sessions. High-visibility accent colors—such as the prominent golden/yellow color applied to the "DEPOSIT" button, vibrant orange highlights for active menu selections, and neon variations—are utilized exclusively to emphasize interactive elements, active badges, and call-to-action pathways, ensuring immediate visibility.
- **Typography:** The visual design incorporates highly legible san-serif typefaces optimized across modern digital screens. Standardized font weights, precise letter-spacing, and standardized line heights differentiate legal disclaimers, live game categories, regulatory labels, and promotional headlines (such as the white and gold text overlays on bonus banners) into a highly accessible typographic hierarchy.
- **Iconography:** Minimalism guides the iconography system, utilizing consistent, responsive vector assets to cleanly represent categories like game types (Casino, Slots, Live Casino, Instant), favorites (★), financial controls, and user account configurations. Icons are minimalistic yet highly descriptive, aligning perfectly with premium gaming industry standards.

- **Imagery and Previews:** Game tiles (such as *Coin Volcano* or *Thunder Coins*), provider logos, and dynamic promotional banners leverage web-optimized, high-resolution graphics to elevate visual quality without impacting page rendering performance. Visual assets are dynamic, incorporating brand-appropriate color overlays, sleek gradients, and low-impact subtle animations to maximize player engagement.

5.4.2. Component Design Standards

- **Buttons:** All primary operational controls are styled with high-contrast background fills and clear textual labels. Default parameters, interactive hover overlays, active click actions, and disabled states are visually differentiated to support intuitive and predictable user navigation throughout the session.
- **Modals and Pop-Ups:** Centralized interface layers, such as the registration window or the modular cash desk layout, are engineered with uniform shadows, specific corner radii, and a cohesive dark color palette to preserve brand coherence across all views. Active modal windows deploy an integrated, semi-transparent backdrop overlay that dims the underlying page layout to direct the user's attention to the active dialogue and prevent accidental interaction with the underlying page.
- **Cards and Tiles:** Key core content containers—including the comprehensive game presentation blocks within the "TOP GAMES" and "POPULAR PROVIDERS" modules—are designed as clean, uniform modular tiles. These modules leverage perfectly standardized interior padding, mathematically consistent grid spacing, and strict border treatments, ensuring a highly organized, grid-aligned, and professional presentation across the platform.
- **Sliders and Carousels:** The premium promotional display zone at the top of the casino lobby handles major marketing assets via fluid, high-performance horizontal carousels. These systems incorporate optimized transition scripts, automated rotation features, and explicit manual controls, using high-contrast visual indicators such as navigation arrows to easily guide player interactions.

5.4.3. Responsive and Adaptive Layouts

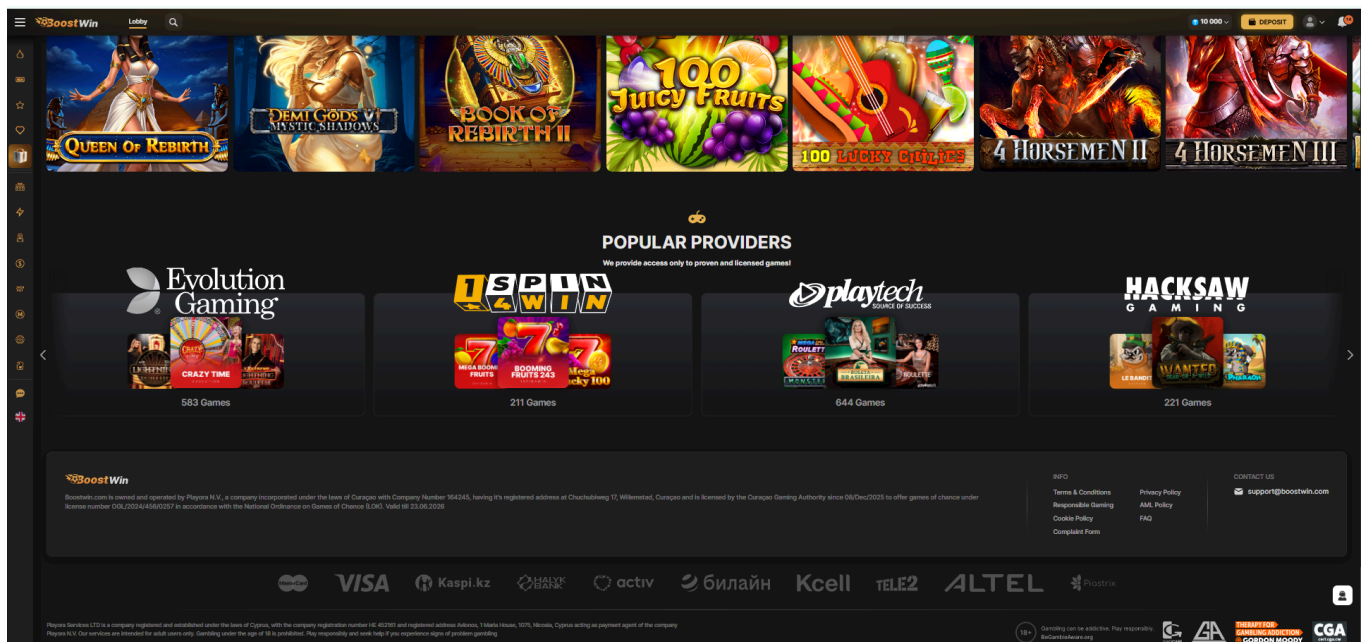
The platform's design is fully responsive, supporting a consistent visual experience across desktop, tablet, and mobile devices. Breakpoints are defined for common screen widths, and layout adjustments (e.g., stacking, resizing, repositioning of elements) are automatically applied based on device detection.

5.4.4. Accessibility and Compliance Considerations

The programmatic architecture and user interface layout of the platform are designed to align with recognized accessibility standards, maintaining usability across player demographics and supporting regulatory compliance.

The frontend framework implements the following core optimization parameters:

- **Sufficient Color Contrast Ratios:** All textual overlays, betting odds matrices, and transactional data fields meet or exceed the strict color contrast boundaries mandated by the WCAG 2.1 AA performance standards. Text legibility remains highly pristine against the dark grey and deep black structural environment backgrounds.
- **Clear Focus States for Keyboard Navigation:** The interactive layout features predictable, highly distinct visual focus indicators. This enables alternative navigation via keyboards or peripheral equipment without relying on mouse movements or standard pointer feedback.
- **Readable Font Sizes and Scalable Text:** The layout utilizes standardized typography configurations that prevent scaling degradation. Text scaling remains uniform and free of graphical clipping or bounding box breakages during customized browser zoom changes.
- **Consistent Semantic Structure:** The core document object model (DOM) is organized via clean, sequential HTML coding designed to provide native support for commonly used screen readers and standard hardware-based assistive technologies
- **Visual Content Optimization:** All core interface layouts, category grids, and marketing carousels are designed to ensure that no critical information, license references, or responsible gaming labels are obscured or rendered inaccessible due to system localization changes, multi-language font mapping adjustments, or the sudden deployment of required regulatory overlay panels (e.g., age verification windows or geo-restriction warning screens).



6. ACCESS CONTROL FOR EXCLUDED INDIVIDUALS

The National Ordinance on Games of Chance (LOK) prohibits the Company from allowing certain natural persons to participate in games of chance, including minors, self-excluded players, persons otherwise barred from gambling, and persons who have been declared bankrupt. This section describes the technical and procedural measures the Company applies to identify such persons and prevent them from registering, accessing an account, or placing wagers.

6.1. Prevention of Underage Access

Participation is restricted to persons aged 18 or over. At registration the player must enter their date of birth and confirm they are of legal age, after which the Company carries out further checks intended to provide sufficient certainty that the applicant is not a minor. Age and identity are verified through the Company's KYC procedures, which require a valid government-issued identity document (such as a passport, national ID, or driver's licence) on reaching the applicable thresholds and, in any case, before the player's first withdrawal. Where the Company becomes aware that a registered player is a minor, the account is closed without delay, the reason is communicated to the player, and the civil-law consequences — which may include the refund of deposits and forfeiture of any winnings — are applied. Records of age-verification checks and their outcomes are retained and made available for regulatory review.

6.2. Self-Excluded

Players who have activated self-exclusion are blocked from logging in, depositing, and wagering across all domains operated under the Company's licence for the duration of the exclusion, and from receiving marketing communications. To reduce the risk of circumvention, the Company maintains measures to identify, where reasonably possible, duplicate or newly created accounts associated with a self-excluded person, and, where practicable and consistent with applicable law, to block payment methods known to be linked to that person during the exclusion period. An excluded account is not reopened automatically when the period ends; reactivation requires a written request from the player through official support channels.

6.3. Persons Otherwise Barred or Vulnerable

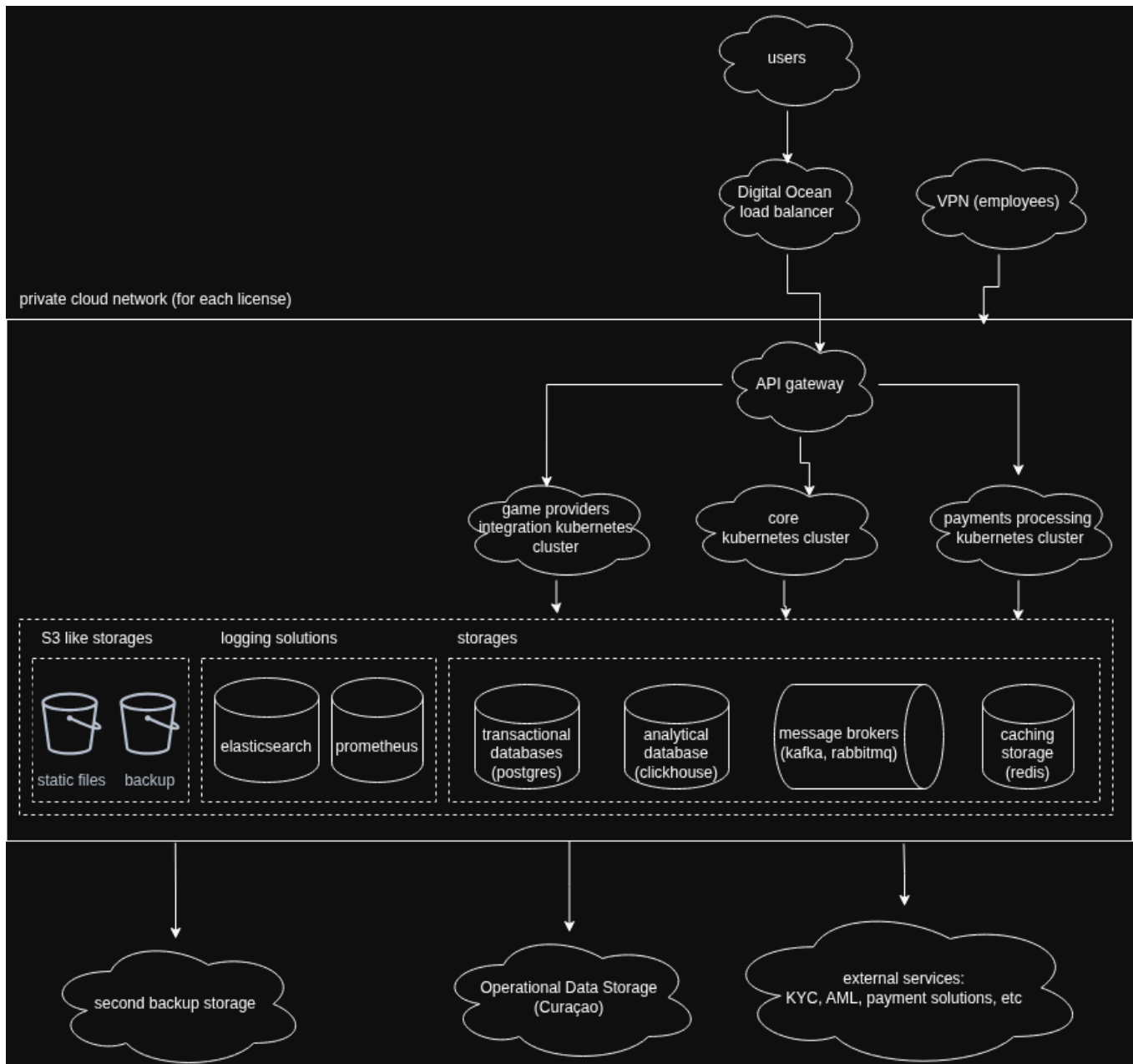
The Company also applies controls to persons who are barred from participating in games of chance — whether by their own request, by enforcement, or by virtue of having been declared bankrupt — consistent with the definition of a vulnerable person under the LOK. Where the Company identifies, through its checks or behaviour monitoring, that a player falls within a barred or vulnerable category, it applies the appropriate restriction, which may range from informing the player of the available Responsible Gaming tools to suspending or permanently excluding the account. Operator-initiated exclusions are formally documented and the records retained for at least five years, available to the CGA on request.

6.4. Records and Oversight

The Company maintains records of the verification and exclusion measures described above, including the indicators that prompted any action and the steps taken. These records are kept in accordance with the applicable retention requirements and made available to the Curacao Gaming Authority on request.

7. TECHNICAL INFRASTRUCTURE AND SECURITY

7.1. System Architecture Overview



The platform is designed as a modular, service-oriented system supporting player account management, wallet and balance operations, payment processing, game provider integrations, responsible gaming controls, KYC/AML processes, fraud monitoring, administrative operations, audit logging, and regulatory

reporting.

The architecture is divided into several logical layers:

7.1.1. Player-Facing Layer

This layer includes webinterfaces used by players to register, log in, manage account information, set responsible gaming limits, perform deposits and withdrawals, access games, and view account or transaction history.

7.1.2. Administrative and Operations Layer

This layer includes internal tools used by authorized personnel for customer support, compliance review, risk management, payment operations, bonus management, player account review, and platform configuration. Access to administrative tools is restricted through role-based access control and MFA.

7.1.3 Core Platform Services

The core platform contains business logic related to player accounts, authentication, wallet and balance management, transaction processing, responsible gaming controls, bonus rules, player restrictions, and internal operational workflows.

7.1.4 Payment and Financial Processing Layer

Payment processing is performed through external licensed payment service providers. The platform does not directly process card payments or store card details.

7.1.5. Game Integration Layer

The game integration layer connects the platform with approved game providers and manages game launch, game session handling, transaction callbacks, round settlement, idempotency controls, and game transaction history.

7.1.6. Compliance, KYC, AML, and Fraud Controls

The platform integrates with external KYC/identity verification providers and applies compliance controls related to player verification, AML monitoring, fraud prevention, responsible gaming, player limits, self-exclusion, and regulatory reporting requirements.

7.1.7. Data Storage Layer

The data storage layer includes databases, object storage, backup storage, audit log storage, and analytical storage where applicable.

7.1.8. Event Bus and Background Processing

The platform uses message queues, event streams, and background workers to process asynchronous tasks such as payment updates, notifications, game events, compliance checks, reporting jobs, audit events, and integration callbacks.

7.1.9. Monitoring, Logging, and Security Layer

Centralized monitoring, logging, alerting, and intrusion detection controls are applied across infrastructure, applications, databases, APIs, integrations, and administrative actions. Security-relevant events are logged to support incident investigation, AML/fraud analysis, compliance review, and regulatory audit.

7.1.10. Infrastructure and Cloud Layer

The platform is hosted in controlled cloud infrastructure using private networking, environment segregation, VPN-restricted administrative access, infrastructure-as-code, secure secrets management, backup procedures, and redundancy where applicable. The architecture is designed to reduce single points of failure and support disaster recovery and business continuity.

7.2. Server Locations and Data Storage Compliance

7.2.1. Server Location Overview

Environment	Hosting Location	Purpose
Staging	Digitalocean (EU)	Testing, no real users
Product Licensed Platform	Digitalocean (EU)	Production, real users
Operational Data Storage	Physical Infrastructure – Curacao	Tier IV storage of license-relevant and sensitive data, including KYC, financial transactions, gameplay history

Both the Product Licensed Platform and staging are hosted in the Digitalocean cloud (EU region) under separate company-controlled accounts.

These environments are used to deploy all services, but with different set of secrets.

Security & Compliance Controls:

- Access to production systems and confidential data is restricted using role-based access control, least-privilege principles, multi-factor authentication, and segregation of duties
- Automatic port and CVE scanners
- All sensitive data is protected in transit and at rest using industry-standard encryption. Secrets, API keys, and authentication materials are stored in dedicated secret management systems and are not hardcoded in application code or configuration files.
- Audit logs for access to sensitive systems, administrative actions, authentication events, and changes affecting player accounts or financial data
- Third-party services handling high-risk data, such as KYC or payment processing providers, are selected based on security, compliance, and certification requirements.

No regulated personal data or transaction records subject to Curaçao storage rules are retained in these environments beyond their processing lifecycle.

7.3. Operational Data Storage in Curacao

The ODS infrastructure is physically deployed within the territory of Curacao and serves as the central compliance layer for regulated data. It is built on a Ceph-based cluster architecture and connected to the Digitalocean-hosted licensed platform via a SSH tunnel with IP whitelist.

ODS Capabilities & Compliance Attributes:

- Tier IV Data Center Classification:
 - 99.9995% SLA availability;
 - Redundant power, network, and disk systems.
- Disk Encryption:
 - AES-256 full-disk encryption.
- Access Controls:
 - System-enforced audit trails;
 - SSH access only (whitelisted IPs);
 - OS-level permission management for data ingestion and querying.

- Data Formats:
 - All stored records are human-readable, structured (e.g., JSON);
 - Audit logs, gameplay records, and financial transactions are retained for 5–10 years depending on type.

7.4. Data Residency & Legal Compliance

The platform's architecture is designed to meet the data-residency and data-governance requirements established by the Curacao Gaming Authority (CGA) under the National Ordinance on Games of Chance (LOK):

- All data deemed license-critical (as defined in applicable CGA guidance) is stored in Curacao.
- Operational storage is logically and physically isolated from other infrastructure.
- Remote access for regulatory inspection is supported through secure, on-demand dataset export.
- All regulatory and player-data access requests are logged and subject to internal approval workflows.

7.5. Data Security Protocols and Encryption

7.5.1. Transport Layer Security

All inter-service and client-server communications are protected by industry-standard encryption protocols.

All inbound and outbound connections (e.g., to game providers, payment processors, KYC/AML vendors) pass through firewall-controlled, IP-restricted gateways, eliminating unauthorized network exposure.

7.5.2. Data-at-Rest Protection

- In Curacao (ODS Infrastructure):
 - All raw data (KYC, transactions, sessions, logs) is encrypted at write time and decrypted only by authorized services.
 - Keys are protected by internal key rotation policies and access is logged and version-controlled.

Access to all storage systems is limited to predefined service accounts with least-privilege IAM roles and multi-factor authentication (MFA) for administrative access.

7.5.3. Sensitive Data Handling and Field-Level Protection

The platform implements additional protection layers for data fields containing high-risk or personally identifiable information (PII), including:

Data Category	Protection Method
Login credentials	No raw data stored, only argon hashes
ID and document numbers	All personal data stored and processed external ISO-certified KYC platform
Card details	Card details not stored
Session tokens / auth keys	Separate secret for each session. External storage for secrets. JWT with HS256
Player financial limits / history	Encryption, least-privilege access controls, segregation of duties, immutable audit logs

In addition, data pseudonymization is used during analytics and monitoring, allowing insights to be gathered without exposing individual identities.

7.5.4. Event Bus and Message Stream Security

- private network access;
- Sensitive data is minimized in events;
- retention policies.

7.5.5. Access Control and Role Management

- Role-based access control;
- Least-privilege permissions and segregation of duties;
- MFA;
- periodic access reviews and prompt access revocation;
- audit logging of sensitive administrative and financial actions.

7.5.6. Monitoring, Logging, and Intrusion Detection

- Centralized monitoring and logging;

- No personal and confidential data stored in logging or monitoring systems;
- private network access with unusual traffic patterns detection.

7.5.7. Third-Party Integrations and API Security

The platform integrates with third-party service providers, including payment providers, KYC/identity verification platforms, game providers, fraud prevention services, payments services, and other operational partners where required.

All third-party integrations are performed through controlled and documented API connections. Access to APIs is protected using authentication mechanisms such as API keys, signed requests, mTLS, IP allowlisting, or other approved security controls depending on the integration type and risk level.

7.6. Emergency Recovery and Business Continuity Plan

7.6.1. Business Continuity Framework

The Business Continuity Framework defines critical services, recovery priorities, RTO/RPO principles, incident roles, escalation paths, backup and restoration controls, third-party dependency procedures, communication rules, recovery testing, and post-incident review. Critical services include player balances, payments, responsible gaming controls, AML/fraud monitoring, KYC, authentication, game transactions, audit logs, and regulatory reporting data.

7.6.2. Data Backup and Redundancy

The platform implements secure backup and redundancy controls covering all application data. Backups are encrypted, access-restricted, retained according to defined policies, and periodically tested through restoration procedures. Critical infrastructure components are designed with redundancy where applicable to reduce single points of failure and support business continuity.

7.6.3. Disaster Recovery Architecture

The platform follows a cloud-agnostic architecture approach to reduce vendor lock-in. Critical services are based on portable technologies such as containers, Kubernetes, infrastructure-as-code, standardized database backup formats, S3-compatible object storage where applicable, and documented recovery procedures that allow restoration in an alternative cloud provider or compatible infrastructure environment.

7.6.4. Crisis Management and Operational Continuity

The platform applies crisis management and operational continuity procedures to coordinate response during major incidents, maintain critical gaming and financial operations, protect player funds and responsible gaming controls, preserve audit evidence, assess regulatory impact, and document

corrective actions after resolution.

7.6.5. Plan Testing and Review

- The Business Continuity and Disaster Recovery procedures are not limited to theoretical documentation. They have been activated and executed during actual cloud infrastructure downtime events.
- During such events, the platform followed defined incident classification, escalation, communication, service prioritization, mitigation, and recovery procedures. Critical services affecting player funds, payments, responsible gaming controls, auditability, and platform security were prioritized during incident handling.

8. IMPLEMENTATION OF RESPONSIBLE GAMING

The Company is committed to keeping gambling a safe and enjoyable form of entertainment and to protecting players from the harm associated with excessive play. Its Responsible Gaming framework is built into day-to-day operations in line with the National Ordinance on Games of Chance (LOK) and the requirements of the Curacao Gaming Authority (CGA). The framework rests on giving players clear information and effective self-management tools, monitoring for signs of harm, and protecting those who may be vulnerable.

8.1. Prevention of Underage Gambling

Gambling is strictly limited to persons aged 18 or over. At registration the player must enter their date of birth and confirm they are of legal age, and the Company carries out further checks to gain sufficient certainty that the applicant is not a minor. Age and identity verification follow the Company's KYC and AML procedures and include, at a minimum, a government-issued photo ID check before the first withdrawal. If the Company becomes aware at any point that a player is a minor, the account is closed immediately, the reason is communicated to the player, and the civil-law consequences (including refund of deposits and forfeiture of winnings) are applied.

8.2. Player Information and Self-Assessment

A dedicated Responsible Gaming section is available at all times, reachable from the site homepage and referenced in the Terms and Conditions, and provided in English and in the language of the player's market. It explains the available tools in plain terms, gives direct access to them, and shows how to contact the Company about any Responsible Gaming concern.

Players are encouraged to review their own habits regularly. They can access their betting and wagering history — with transaction timestamps — for at least the past six months directly from their account, and

request longer periods where needed. The Company also provides self-assessment tools, such as recognised screening questionnaires, that help players judge whether their play remains within healthy limits and points anyone identifying a problem toward the available support resources.

8.3. Self-Management Tools

To help players stay in control, the Company makes the following tools available directly through the Responsible Gaming section.

Cooling-off is a short-term, self-selected break from wagering. During the period the player cannot place wagers or make deposits, but may still log in and withdraw funds. Available durations are:

- 24 hours
- 7 days
- 1 month
- 3 months

Cooling-off takes effect immediately, can be made more restrictive but not shortened once set, and the account reactivates automatically when the period ends, with no action required from the player. Marketing communications are suppressed for players who opt out.

Self-exclusion is a long-term, irrevocable exclusion from all gambling under the Company's licence, across all of its brands, with an automatic marketing opt-out. Available durations are:

- 1 year
- 3 years
- 5 years
- 10 years
- Lifetime

Once active, the account is locked and the player cannot log in or revoke the exclusion for the chosen period. Any wagering placed between the request and its taking effect is voided and funds returned; in-running tournaments already underway are completed. When the period ends, the account is not reopened automatically — the player must request reactivation in writing through customer support. The Company maintains measures to detect duplicate accounts and, where possible, to block known payment methods so that self-excluded players cannot circumvent the restriction.

Deposit limits let players cap how much they deposit over a daily, weekly, or monthly period. Once a limit

is reached, no further deposits are possible until the period resets. A request to make a limit stricter takes effect immediately, while a request to relax it is subject to a 24-hour waiting period. Where the Company's risk profile or market warrants, additional controls such as loss limits, time limits, or reality-check reminders may also be offered.

8.4. Operator-Initiated Exclusion

Independently of player-activated tools, the Company may exclude a player as a protective intervention where the player shows problematic gambling behaviour or attempts criminal activity through the platform. Operator-initiated exclusions are documented and the records kept for at least five years, available to the CGA on request.

8.5. Behaviour Monitoring and Intervention

The Company monitors play for signs of gambling-related harm, recognising that no single indicator is conclusive — a concern usually arises from several signs occurring together and consistently. Monitoring is carried out by trained staff and may be supported by platform features or automated tools. Indicators watched for include sudden increases in deposit or wagering frequency, repeated failed deposits, frequent cancellation of withdrawals, unusually long sessions, escalating or agitated contact with support, repeated changes to Responsible Gaming settings, and attempts to open multiple accounts to bypass limits.

Where concerns arise, the Company maintains player risk profiles, records all Responsible Gaming interactions in its account-management system, and follows a documented escalation path. Depending on severity this may mean informing the player of the available tools, applying mandatory deposit limits, temporarily suspending the account pending assessment, or, in serious or persistent cases, permanently excluding the player.

8.6. Advertising and Marketing

The Company markets its services responsibly and does not knowingly target vulnerable persons or minors. Advertising does not present gambling as a route to financial success or a solution to difficulty, does not misrepresent games of chance as skill-based, does not link gambling to alcohol, drugs, or attractiveness, and contains no explicit content.

8.7. Staff Training

Employees who interact with players — customer support and VIP staff — are trained in Responsible Gaming. Training covers recognising signs of gambling distress, holding sensitive and structured conversations with at-risk players, guiding players to the appropriate tools, and referring them to external support organisations for problem gambling.

9. TERMS AND CONDITIONS

This section sets out the current version of the general terms and conditions applicable to players, as accepted upon registration and as in force on the date of this manual. The full text is reproduced below.

TERMS AND CONDITIONS

Date: April 13, 2025

1. INTRODUCTION

1.1. By accessing or using any part of this Website, including creating an account and participating in its services, you confirm that you have read, understood, and agreed to the Terms and Conditions, Privacy Policy, Game Rules, and Bonus Terms outlined on the Website (collectively referred to as the "**Terms**"). We advise all users to carefully review these Terms before proceeding. These Terms form a legally binding agreement between you, as the player, and the Casino. By registering and placing wagers, you acknowledge full acceptance of the Terms. If you do not agree, you must discontinue use of the Website and its services. Continuing to access the Website indicates your consent to comply with these Terms.

1.2. This Website is operated by **Playora N.V.** ("**Company**", "**we**", "**us**", "**our**") having its office at Chuchubiweg 17, Willemstad, Curacao, company registration number 164245, which is licensed by the Curacao Gaming Authority (CGA) since 24 December 2024 to offer games of chance under licence number OGL/2024/456/0257 in accordance with the National Ordinance on Offshore Games of Hazard (Landsverordening buitengaatse hazardspelen, P.B. 1993, no. 63) (NOOGH).

1.3. Reference to "**you**", "**your**", "**customer**", "**user**" or "**player**" shall mean any person using the Website or any services available thereon and/or any registered customer of the Website.

1.4. Reference to "**Games**" shall mean Casino, Live Casino, Sportsbook, cards, and other games as may from time to time become available on the Website. We reserve the right to add and remove Games from the Website at its own discretion.

1.5. By accepting these Terms and Conditions, you acknowledge that you are fully informed about the rules governing the games provided on the Website. It is your responsibility to understand the expected return rate (theoretical payout percentage) for each game offered.

1.6. Should any of your winnings be subject to taxes under the laws of your country or any relevant regulatory body, you are responsible for declaring your winnings and losses to the appropriate authorities. Additionally, you are solely accountable for settling any taxes or charges arising from your winnings on the Website.

1.7. Using VPN to bypass provider's block is strictly prohibited and may lead to account closure and confiscation of winnings.

2. CHANGES TO TERMS AND CONDITIONS

2.1. The Company reserves the right to implement changes to these Terms and Conditions, including those related to software, service provisions, player requirements, or those necessitated by legal obligations, without prior notice. All such changes will take effect once the updated Terms are published on the Website.

2.2. It is the responsibility of each player to review the current Terms regularly. The Company retains the authority to amend, edit, update, or modify these Terms at its discretion and without prior notification. These modifications may be made for various reasons, including compliance with new laws or regulations, as well as improvements to customer service.

2.3. If you disagree with these changes, you are advised to discontinue use of the website and, if applicable, follow the guidelines outlined in the "**Account Closure**" section of these Terms for account closure. Usage of any part of the website after the implementation of revised Terms will be regarded as your agreement to and acceptance of the updated Terms, including any additions, removals, substitutions, or other adjustments to the Company's contact information, as specified in this section of the Terms.

3. LEGAL REQUIREMENTS

3.3. The Company operates in compliance with the laws and regulations governing online gambling. Players are solely responsible for ensuring that online gambling is legal in their jurisdiction before using the Website. It is essential to verify the applicable laws and gambling regulations in your country prior to participating.

3.4. Players must meet the minimum legal age for gambling in their jurisdiction ("**Eligible Age**"). Individuals under the age of 18, or below the required age, are strictly prohibited from accessing the services. If the Company suspects that a player is underage, we may request age verification documents at any time. Failure to provide the requested proof of age may result in account suspension and denial of services.

3.5. Recognizing that minors may have access to the internet, we encourage parents to prevent children from accessing the Website. To assist in this effort, we recommend using filtering software. For more information, please refer to the following resources:

- **CyberPatrol**

- **GamBlock**
- **NetNanny**

3.6. By using the Website, you confirm that you are in compliance with all local laws, statutes, and regulations concerning online gambling. The Company does not provide legal advice and cannot guarantee that using the Website will be legally permissible in all jurisdictions. The Company is not responsible for any illegal or unauthorized use of the Website.

3.7. You accept full responsibility for ensuring that your use of the Website adheres to the laws of your country. The decision to access and use the Website is entirely at your own risk, and the Company is not liable for any legal consequences.

3.8. **Restricted Countries** The Company restricts players from certain countries and territories ("**Restricted Countries**") from depositing funds or participating in real-money games. Players from the following regions are prohibited from accessing these services:

- ◆ United States of America and its territories
- ◆ France and its territories
- ◆ Netherlands and its territories, including Bonaire, Sint Eustatius, Saba, Aruba, Curacao, and Sint Maarten
- ◆ Australia and its territories
- ◆ United Kingdom of Great Britain and Northern Ireland
- ◆ Germany
- ◆ Democratic Republic of Korea
- ◆ Iran
- ◆ Myanmar

3.9. In addition, customers from Armenia are prohibited from using the Sport section on the Website. If the website administration finds out that any sporting bets have been made by residents of Armenia, all these bets may be annulled (settled with odds of 1/1).

3.10. **Withdrawal and Refunds** If a player violates the Restricted Countries policy, the Company cannot guarantee the successful processing of withdrawals or refunds.

3.11. Age Verification To ensure compliance, the Company reserves the right to request proof of age from players. Access to the Website may be restricted, or accounts suspended, if players fail to meet the age requirement or provide the necessary documentation.

4. RESPONSIBLE GAMING

4.1. Please read our Responsible Gaming policy before using your account. We take Gaming Addiction very seriously and are committed to preventing it from harming our users.

4.2. In line with the Curacao Gaming Authority's Responsible Gaming Policy, we are in the process of implementing responsible gaming tools, including cooling-off periods, self-exclusion options, deposit limits, player self-assessments, and behavior tracking measures. These features will be made available to all players within the regulatory timelines.

5. YOUR ACCOUNT

5.1. To access and use the Website, you must create an account, (hereinafter "your Account"). This process requires you to provide your email address, mobile phone number and set a password for login purposes. Additionally, to get full access to all Website functions, during the registration process provide the Company with your personal information, including your name, date of birth, passport information, city and address of residence.

5.2. The first and last names as well as the date of birth you specify when registering must be your true real personal information. The Company may request identification documents, such as a passport or ID card, as well as payment card information, to verify the details provided. This procedure is called Account Verification, and the Client who successfully provided all required documentation can be referred to as the Verified Client. The Client can attach a copy of their identity document in their Personal account, under Profile, Document upload section at any time, including immediately after their registration and before or after a withdrawal request. If you fail to submit the requested documentation, the Company reserves the right to suspend your account until the required information is provided or to terminate your account entirely.

5.3. Account verification is carried out by our financial or security departments during workdays from Monday to Friday, except for cases when user account verification is essential to process an active request for funds withdrawal.

5.4. You confirm that when registering on the Website, you provide real and accurate personal information about yourself, and in case any of this information changes, you are obliged to notify us in a timely manner. If you do not meet these requirements, we reserve the right to restrict your account and further fully close it, voiding all transactions (bonuses, winnings) as well as all bets and their winnings.

5.5. You acknowledge that your account is accessed using a unique username and password that you select.

5.6. Upon account creation, you agree not to share your username and password with any third parties, whether intentionally or unintentionally. If you forget or lose your login credentials, you can reset your password by selecting the "Forgot Password" link on the Website.

5.6. We implement strict measures to protect your personal information from unauthorized use. Your data is only accessible to those directly involved in providing services on the Website. However, we cannot be held liable for the use of this information by third parties such as affiliates or software vendors.

5.7. We may contact you via the phone number provided in your account as part of the Know Your Customer (KYC) procedure. Your account or any actions within it may be suspended until verification is completed. If we are unable to contact you within two (2) weeks after a withdrawal request, your account will be locked due to failure to complete the KYC process.

5.8. We reserve the right to refuse the opening of a player's account at our discretion.

5.9. If you experience any issues or have questions during the registration process, please feel free to reach out to our support team at support@boostwin.com.

5.10. The Website is strictly for personal use and may not be utilized for any commercial gain.

6. ACCOUNT ISSUES

6.1. If you forget your password or think that somebody knows the details of your personal data, moreover if you suspect that another user is taking an unfair advantage through cheating or collusion you must report the suspicion to us.

6.2. We reserve the right to declare any transaction void partially or in full if we, at our own discretion, would deem it obvious that any of the following circumstances have occurred:

- Account holder or people associated with the Account holder may directly or indirectly influence the outcome of an event.
- Account holder and or people associated with the Account holder are directly or indirectly avoiding the rules of the Website.
- The result of an event has been directly or indirectly affected by criminal activity.
- The odds of an event have significantly been changed due to a public announcement in relation to the event.

- Bets have been placed that would not have been accepted otherwise, but they were accepted during periods when the Website has been affected by technical problems.
- Due to an error, such as a mistake, misprint, technical error, human error, force majeure, or otherwise, bets have been offered, placed, and or accepted due to this error.

6.3. When we close or suspend an Account for whatever reason, we reserve the right to close any future Accounts that may be registered by the same person, device, or address, or that may use the same payment wallets or credit cards and void/cancel all transactions of that Accounts.

6.4. We offer two-factor authentication (2FA) as additional protection from unauthorized use of your Account. You are responsible for keeping your login information confidential and making sure it cannot be accessed by another person.

6.5. By registering the Account on the Website you undertake, declare, and warrant that:

- You are over 18 years of age, or such higher minimum legal age of majority as stipulated in the laws of jurisdiction applicable to you and, under the laws applicable to you, you are allowed to participate in the Games offered on the Website.
- You will use this Website and your Account solely and exclusively for the purpose of your genuine participation in the Games and not for any financial or other operations; your participation in the Games will be strictly in your personal non-professional capacity for recreational and entertainment reasons only.
- You participate in the Games on your own behalf and not on behalf of any other person.

6.5.1. You are solely responsible for reporting and accounting for any taxes applicable to you under relevant laws for any winnings that you receive from the Website.

6.5.2. All money that you deposit into your Account is not tainted with any illegality and, in particular, does not originate from any illegal activity or source.

6.5.3. You understand that by participating in the Games you take the risk of losing money deposited into your Account.

6.5.4. You should not be involved in any fraudulent, collusive, fixing, or other unlawful activity in relation to your or third parties' participation in any of the Games and shall not use any software-assisted methods or techniques or hardware devices for your participation in any of the Games. The Company hereby reserves the right to invalidate or close your Account or invalidate your participation in a Game in the event of such behavior.

6.5.5. Concerning deposits and withdrawals of funds into and from your Account, you shall only use credit cards and other financial instruments that are valid and lawfully belong to you.

6.5.6. The computer software that we make available to you is owned by the Company or other third Parties and is protected by copyright and other intellectual property laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms, and conditions hereby established and in accordance with all applicable laws, rules, and regulations.

6.5.7. Games played on the Website should be played in the same manner as games played in any other setting. You shall be courteous to other players and representatives of the Company and shall avoid rude or obscene comments, including in chat rooms.

7. DUPLICATE ACCOUNTS

7.1. Our Website allows you to open and use only one account per person/device/household/family.

7.2. Only one Account for each household, IP address, and computer or device is allowed. If two or more users share the same household, IP address, and computer or device we must be informed by the respective Accounts' holders in advance.

7.3. If this rule is violated, the accounts will be marked as duplicates (hereinafter Duplicate Account). The Company has the right to immediately delete any Duplicate Accounts and, AT ITS OWN DISCRETION:

- deem invalid any transactions made from the Duplicate Account;
- at its sole and final discretion, consider refunding all or part of the bets and deposits made from the Duplicate Account, strictly on an exceptional and case-by-case basis, and only after verifying that the account was not created in bad faith or to circumvent any of the Company's rules. Any such refund, if granted, shall be limited to the remaining balance after deducting all withdrawn funds and applicable Company commissions for financial transactions;
- void any refunds, winnings, and bonuses that you have received or collected while using an active Duplicate Account. You agree to return to us any such funds that have been withdrawn from the Duplicate Account upon our request.

8. DEPOSITS

8.1. To have the possibility to place deposits and play for real money you must deposit money into your Account. You can deposit at any time online by using your debit or credit card, e-wallet, via a bank transfer or via all available deposit methods. All available deposit methods can be found on the

“Deposit page” on the Website. Cash or cheques are not an accepted method of deposit. Please note that some of the methods may not be available in some countries.

8.2. We accept payments in various currencies. Any payment received by the Company in a currency other than the currency of your Account will be converted into the currency of your Account, at the prevailing exchange rate. Please note that any exchange premiums are payable by you.

8.3. The Company reserves the right to use additional procedures and means to verify your identity (KYC) when effecting deposits into an Account and to close an Account if you fail to send these documents to the Company.

8.4. The Company does not grant any credit for the use of its services.

8.5. By depositing you confirm that all deposits are authorized, and you won't try to decline them or take any action that will cause such payment to be reversed by the third party, in order to avoid any legitimate liability.

8.6. As a prevention of money laundering, a deposit must be wagered at least once before a withdrawal can be made. Please note that you must complete the wagering requirements before submitting a withdrawal request.

8.7. The Company doesn't allow making 3rd party deposits (by a friend, relative, partner, wife, or husband). All payments must be made from an Account/system or credit card that is registered on the Account holder. If the 3rd party deposits are noticed all winnings will be forfeited and sent back to us, and the deposit will be returned to the rightful owner of an Account/credit card. If a banking transfer requires a charge while returning money back to the rightful owner, it will be paid by a receiver.

8.8. We reserve the right to use third-party organizations to process electronic transactions, including payments made by and to you.

8.9. In case we discover any fraudulent transactions on your part, including the use of stolen credit cards, any payment refunds or cancellations, and actions related to funds deposition for the purpose of exchange between payment systems, the Company reserves the right to block your Account, cancel any payments made and revoke any winnings. We reserve the right to notify the relevant authorities about any fraudulent or illegal activity.

8.10 The company is not responsible for any unauthorized credit card activity.

8.11. You agree and understand that your account is not a banking account, which means there aren't any deposit insurance guarantees or any other types of banking insurance guarantees. Additionally, no interest is accrued on the account.

8.12. The use of the One-click feature to make a deposit by the Client. By making the first deposit using the 1-Click feature on the Website and successfully completing the 3DS authentication (a procedure that confirms that the transaction is made with the cardholder's consent), the customer agrees to subsequent 1-Click transactions using this bank card (with no further 3DS authentication required).

9. PAYOUTS

9.1. When the outcome of a Game you participate in becomes determined or, where applicable, the Company has confirmed the relevant result of an event and settled the markets; all winnings will be available on your Account.

9.2. If the Company mistakenly credits your Account with winnings that do not belong to you, whether due to a technical or human error or otherwise, the amount will remain the property of the Company and the amount will be deducted from your Account. If prior to Company becoming aware of the error you have withdrawn funds that do not belong to you, without prejudice to other remedies and actions that may be available at law, the mistakenly paid amount will constitute a debt owed by you to the Company. In the event of an incorrect crediting, you are obliged to notify the Company immediately.

10. WITHDRAWALS

10.1. You have the right to request fund withdrawals from your account, provided that all payments made to your account have been checked and met all criteria of the Terms above.

10.2. Before making any payments, the Company has the right to request copies of identity documents from the Client. The Company adheres to the international KYC guideline (Know Your Customer), which obliges companies to conduct identity checks on their clients before allowing any withdrawal operations. The Company reserves the right to require the Client to undergo additional identity verification methods, including, but not limited to, video identification, a request for a snapshot of the person's face next to their identity document, etc.

10.3. You must provide your KYC documents, and credit card pictures (both sides, front and back. The card number should be with the first 6 and last 4 digits of the card clearly readable, while the remaining digits of the card number and CVV / CVC code should not be visible) and bank statement, copy of a personal identification document, proof of address, proof of ownership of any other used payment method when claiming the withdrawal for the first time. Additional requirements depending on payment channels will apply.

10.4. The Company reserves the right, without prior notice, to deny the Client access to the services of the Website and to block the game account with the cancellation of all winnings, if, from the moment of requesting additional information, the Client doesn't provide the requested data within 30 calendar days.

10.5. The Company reserves the right to change the maximum allowed sum for each payment system per transaction at any time and without prior notification.

10.6. A withdrawal request will not be processed until all wagering requirements have been met.

10.7. It will not be possible to withdraw funds marked as "Bonus", as well as funds stuck in an aborted game.

10.8. At the moment of requesting a payment, your Bonus Balance should have no active bonuses, gift boxes, or free spins. Otherwise, the Company reserves the right to cancel any active bonuses and winnings on them when processing the payment.

10.9. If at the time a withdrawal request is made the sum of all bets placed by the Client is lower than the sum of all their deposits, the website administration has the right to withhold up to 20% of the amount requested for withdrawal. If the Client wants to withdraw funds using a bank card, we reserve the right to withhold up to 25% of the amount requested for withdrawal.

10.10. If at the time a withdrawal request is made, the sum of all bets placed after the most recent deposit is less than the most recent deposit amount, the website administration has the right to withhold up to 20% of the amount requested for withdrawal. If the Client wants to withdraw funds using a bank card, we reserve the right to withhold up to 25% of the amount requested for withdrawal.

10.11. The company reserves the right to check and analyze any of your financial transactions within a period of up to 24 hours prior to fulfilling the requested withdrawal.

10.12. A withdrawal request may remain unprocessed beyond the indicated processing times for technical reasons and/or due to any delays caused by the payment system handling the transaction.

10.13. A user cannot withdraw funds in excess of his/her Account balance.

10.14. Withdrawals will be made to your bank account or other withdrawal methods available to you in "Cashier". The withdrawals are processed by the method used by the user to deposit funds into the Account balance.

10.15. Your bank issuer may charge an additional fee for transferring and processing funds.

10.16. When a withdrawal is canceled, the funds are returned back to your Account, and you can make use of those funds accordingly on the Account. The Company does not assume any responsibility for any funds lost during gameplay following a withdrawal cancellation either by you or by us.

10.17. Please be advised that our products are consumed instantly during gameplay. Thus, we cannot provide refunds, returns of monies, or cancellation of the requested service when playing. If you play a Game with real money, the money will be drawn from your Account instantly.

10.18. You can only have one pending withdrawal (i.e. requested but not processed) per payment method at any one time. Furthermore, depending on the method used, you can make only one withdrawal request per 24-hour period.

11. ACCOUNT CLOSURE

11.1. You may close your Account at any time and request a withdrawal of the balance of the Account, subject to the deduction of relevant withdrawal charges. To close your Account, you must first cancel any open bets if applicable and contact the Website customer support - support@boostwin.com.

11.2. The effective closure of the Account will correspond to termination of your relationship with the Company.

11.3. In case the reason behind the closure of the Account is related to concerns about possible gambling addiction you shall contact: responsiblegaming@boostwin.com.

11.4. The method of repayment will be at our absolute discretion.

11.5. The Company reserves the right to close your Account and to refund to you the "Available to withdrawal" balance, subject to the deduction of relevant withdrawal charges, at Company's absolute discretion and without any obligation to state a reason or give prior notice.

11.6. The Company reserves the right to cancel and remove any bonus amount awarded to you if not been used within 1 month from the date awarded.

11.7. The Company reserves the right to refuse a withdrawal claim in case of fraud, in which case an Account will be suspended and the payment not processed.

11.8. The Company will review all player Accounts and classify them at its discretion. Once a player is classified as a "bonus hunter" or "bonus abuser", all winnings and bonuses will be void and the Account will be suspended and the payment not processed.

11.9. Under these Terms, once your account is terminated, both you and the Company will no longer have any further obligations toward each other.

11.10. The Company reserves the right to terminate your account and remove associated credentials, including your username and password, without prior notice under the following circumstances:

11.10.1. Your account is connected to another account that was previously deleted.

11.10.2. Your account is associated with a currently blocked account. In such cases, we have the right to close your account regardless of how the connection was established. Additionally, we may restrict access to the credentials of related accounts. Any remaining balance will be refunded to you within the

designated timeframe after any outstanding debts to the Company are settled, except where otherwise stated in these Terms.

11.10.3. You engage in hacking attempts or collude with others to manipulate outcomes.

11.10.4. You interfere with the Website's software or alter its functionality in any way.

11.10.5. Your account is used for unlawful activities, including attempting to access the Website from a jurisdiction where gambling is prohibited.

11.10.6. You post offensive, abusive, or inappropriate content on the Website.

11.10.7. You breach the Terms on the Website.

11.11. In cases where the Company decides to terminate your account, we will notify you via email using the contact details provided in your account. If the account closure is not related to violations of the AML Policy or other breaches of these Terms, any remaining balance will be refunded to you.

11.12. If you do not log in to your Client Account for 180 consecutive days, it will be classified as an inactive account. We will notify you via email at least 30 days before your account becomes inactive.

11.13. Once an account is deemed inactive, the remaining balance will be debited from the account.

11.14. Following your account becoming inactive, we will suspend the account at that time for security reasons. This means that following your request and following our completion of any identity verification checks we need to undertake, we will restore access to your account. Funds that were debited due to the account suspension are not subject to refund.

12. PERSONAL INFORMATION

12.1. We will comply with applicable data protection laws in respect of the personal information you supply to us. Your personal information is processed in accordance with our Privacy Policy.

13. PROHIBITED ACTIONS ON THE WEBSITE

13.1. In the case when any irregularity (including suspicion of attempted money laundering or fraud) has been noticed, the Company reserves the right to close Accounts and/or report criminal, or other suspicious activities provided through one or multiple Accounts to the relevant existing regulatory or law enforcement authorities. All offenders' Account balances will be blocked, withdrawals will be void, and deposits and winnings will be forfeited.

13.2. The Company is eligible to disable users' Accounts and forfeit their Account balances (including deposits and winnings) if they are noticed of gaining or attempting to gain an advantage of trading information of their cards or establishing a collusive agreement with other users to take an unfair

advantage. These advantages may consist of chip dumping and transfer, discussing a hand during play, multiple using a single Account, and soft playing. The Company provides the rigorous examination of play in both manual and automated ways and investigates all related user complaints. In addition, Company provides proactively and randomly examining gameplays and Accounts.

13.3. Once Company noticed a fraudulent, unlawful, dishonest, or improper activity (including using the VPN, proxy, or similar service that masks or manipulates the identification of your real location, or making wagers or poker play through a third party or on behalf of a third party) on the Website, we are eligible to block user's Account with forfeiting of all Account balances without prior notification. In such cases, Company reserves the right to report fraudulent activity to existing regulatory and law enforcement authorities including but not limited to banks, credit card companies, and/or any person or entity that has the legal right to such information, and/or taking legal action against such user.

13.4. Uploading a volume of information to the Website that may cause disruptions, as well as performing any activities that may affect the Website's performance, such as using and/or distributing viruses or similar malware, are prohibited.

13.5. Distortion, deletion, or any other alteration of the Website's data are prohibited.

13.6. You agree not to use any hacking and/or similar methods to bypass the Website security. In case our security system gets breached, we will be forced to immediately stop your access to the Website services and block your Account. The Company reserves the right to inform any relevant authorities of such events.

13.7. Gaining unfair advantage (commonly known as cheating) is not allowed. This includes using any malware, exploiting errors and loopholes in our software, and using automated players, known as bots.

13.8. Colluding or attempting to directly or indirectly collude with other players is not allowed during your use of the Website.

13.9. We will take all reasonable steps to prevent such activities, detect any collusions and all involved players, and deal with them accordingly. We will not be liable for any losses or damage which you or any other player may have suffered as a result of collusive, fraudulent, or otherwise illegal activities and/or cheating. Any action we take against any involved parties will be at our sole discretion.

13.10. The Company is not responsible for any losses that you may have suffered if you've experience problems with IT or software caused by attacks, viruses, or other malware during the use of the Website and/or any links posted on the Website.

13.11. Aggressive, derogatory or offensive communication, swearing and harassment towards the Website employees and other customers are prohibited. In case of a violation of one or more clauses of

the Terms by the Client, the administration has the right to block or delete the Client's account without any payouts of funds on their account.

13.12. When using the Website, the Client must not use any technical or software tools based on algorithms of automatic decision-making, any programs and scripts performing form autocompletion and automatic requests sending, including so-called robot programs, or any software to automate bids. The administration has the right to block accounts of the Clients who violated this rule, cancel any bids made from these accounts, and block or confiscate any funds available on the account.

13.13. Presenting forged documents or documents belonging to other persons during the account verification process or any other checks conducted by the Website administration is prohibited. Such actions will be regarded by the Website administration as fraudulent, as a result we will have to immediately stop your access to the Website services and block your account.

13.14. Transferring ownership of an account from one person to another by any means of exchanging, gifting, or purchasing is strictly prohibited. Any account registered on our website can only be used by one person.

14. LIVE CHAT

14.1. As part of your use of the Website, the Company provides you with a chat facility, which is moderated by us and subject to controls. We reserve the right to review the chat and to keep a record of all statements made on such a facility. Your use of the chat facility should be for recreational and socializing purposes and is subject to the following rules.

14.2. You shall not make any statements that are sexually explicit or grossly offensive, including expressions of bigotry, racism, hatred, or profanity.

14.3. You shall not make statements that are abusive, defamatory, harassing, or insulting to the Website or the Company.

14.4. You shall not make statements that advertise, promote, or otherwise relate to any other online entities.

14.4. You shall not make statements about the Company, the Website, or any other Internet site(s) connected to the Company that are untrue and/or malicious and/or damaging to the Company.

14.5. You shall not collude through the chat rooms or separate chat. Any suspicious chats will be reported to the relevant regulatory or law enforcement authority.

14.6. If you breach any of the above provisions relating to the chat facility, the Company shall have the right to remove the chat room or immediately terminate your Account. Upon such termination,

Company shall refund to you any funds that may be in your Account over and above any amount that may be owing to us at such time (if any).

15. AGREEMENT & ADMISSIBILITY

15.1. These Terms, the Privacy Policy, Responsible Gaming Policy, Anti-Money Laundering (AML) Policy, and any document expressly referred to in them and any guidelines or rules posted on the Website constitute the entire agreement and understanding between you and the Company with respect to this Website and save in the case of fraud it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to this Website.

15.2. If any provision of these Terms is considered to be illegal or unenforceable, such provision shall be severed from these Terms and all other provisions shall remain in force unaffected by such severance.

15.3. In case of inconsistency of textual content between language versions, the English version of the Website shall prevail.

15.4. These Terms are governed by the laws of Curacao and the parties agree to the jurisdiction of the Curacao courts and to the rules of arbitration in accordance with applicable law.

16. LIABILITY

16.1. By accepting these Terms and Conditions, you acknowledge that gambling can result in financial losses. The Company is not responsible for any financial damage that may occur from your use of the Website.

16.2. The Company is not accountable for any hardware or software malfunctions, unstable or lost internet connections, or any technical issues that might limit access to the Website or disrupt uninterrupted gameplay.

16.3. In the rare event of an error in confirming a wager or processing a payment, the Company reserves the right to cancel any wagers or correct the mistake by settling them according to the correct terms that should have applied at the time of the wager.

16.4. If the Company erroneously credits your account with funds, bonuses, or winnings that are not rightfully yours—whether due to a technical issue, error in pay tables, or human mistake—the amount will remain the property of the Company and will be deducted from your account. If you withdraw funds that do not belong to you before we discover the mistake, the erroneously paid amount will be considered a debt owed to the Company. In the case of such an error, you must notify the Company immediately by email.

16.5. The operation of the Website, is governed by the posted Terms. The Company makes no warranties regarding the Website or its services and disclaims any liability to the fullest extent permitted by law with respect to implied warranties.

16.6. By using the Website, you agree to the following:

- You will use the Website's services willingly, responsibly, and at your own risk.
- You confirm that you are the rightful owner of the funds in your account, and all information provided during registration and subsequent transactions (including deposits and withdrawals) must be accurate and match the name on your payment methods.
- You understand that gambling may result in financial loss and take full responsibility for any losses, expenses, or damages incurred. You will not hold The Company responsible for such losses.
- You are familiar with the rules and procedures for using the Website and playing games and will avoid actions that could damage the Company's reputation.
- You agree to indemnify The Company, its directors, employees, and service providers from any losses, claims, or liabilities that arise from your use of the Website or gaming activities. The Company is not liable for any unforeseen financial or reputational losses, including data loss, loss of income, or damage to reputation.

16.7. Gambling on the Website is intended for entertainment purposes only. You must understand that it should not be viewed as a source of income or a means to resolve financial difficulties. You are encouraged to monitor the time and money you spend on the Website, which you can do through your personal account.

16.8. If necessary, you may set limits on your spending or impose other restrictions such as **"Deposit," "Loss," "Bet," "Self-Limitation," "Self-Exclusion" or "Cooling-off"**. To set these limits, please set them at your account or contact responsiblegaming@boostwin.com. For additional support, you can reach out to organizations like Gamblers Anonymous, GamCare, and Gambling Therapy.

16.9. The Company, its directors, employees, partners, and service providers do not guarantee that the Website or software will be suitable for its intended purpose, free from errors, or accessible without interruptions. The Company will not be liable for any loss, cost, expense, or damage arising from your use of the Website or participation in the games.

16.10. You agree to fully indemnify and hold harmless The Company, its directors, employees, partners, and service providers from any costs, losses, damages, or claims arising from your use of the Website or participation in the games.

16.11. The Company reserves the right to make the final decision regarding any violations of these Terms and Conditions and to suspend or permanently ban you from using the Website if necessary.

17. TERMS VIOLATION

17.1. If you fail to comply with these Terms, you are responsible for covering any costs, debts, claims, and expenses (including legal fees) that arise as a result of your violation.

17.2. You agree to protect and hold harmless the Company, its partners, affiliates, directors, employees, and agents from any claims, damages, liabilities, costs, or legal expenses, including but not limited to:

- Your failure to adhere to these Terms.
- Any breach of law or infringement of third-party rights.
- Unauthorized use of your account by third parties, regardless of your approval.
- Unlawful receipt of winnings or any similar instances.

17.3. In the event of a violation, the Company reserves the right, at its discretion, to:

Inform you (using your contact details) about the violation and request you to stop the activity causing the breach.

Temporarily suspend your account to prevent further use of the Website.

Block your account either with or without prior notice.

Deduct any winnings, bonuses, or payouts that were credited to your account due to a substantial violation.

17.4. Additionally, the Company may remove your username and password if you fail to comply with any provision of these Terms.

18. COPYRIGHT AND INTELLECTUAL PROPERTY

18.1. We are the sole owners of the trademark of the Company and logo. Any unauthorized use of the Company trademark and logo may result in prosecution.

18.2. The Website is the uniform resource locator of the Website operated by us and no unauthorized use may be made of this URL on another website or digital platform without our prior written consent.

18.3. The Company is the owner or the rightful licensee of the rights to the technology, software, and business systems used within this Website.

18.4. The Website content is subject to copyright. The copyright in this Website including all text, graphics, code, files, and links belongs to the Company, and the site may not be reproduced, transmitted, or stored in whole or in part without our written consent. Your registration and use of our system do therefore not confer any rights whatsoever to the intellectual property contained in our system.

18.5. Links to the Website and any of the pages therein may not be included in any other website without the prior written consent of the Company.

18.6. You agree not to use any automatic or manual device to monitor the Website pages or any content therein.

18.7. Any unauthorized use or reproduction may be prosecuted.

18.8. The content available on the Website is protected by copyright and other intellectual property rights owned by the Company or granted by third-party copyright holders. You are permitted to download materials from the Website to a personal computer and print them solely for personal, non-commercial use.

18.9. By using the Website, you acknowledge that you do not acquire any rights to the intellectual property, including copyrights, trademarks, or trade secrets, owned by the Company or third parties.

18.10. You are not authorized to use, reproduce, or distribute any trade names, trademarks, logos, or other materials found on the Website under any circumstances.

18.11. You are accountable for any harm, costs, or expenses incurred because of engaging in unauthorized activities. Should you become aware of any such activities by others, you should immediately inform the Company and assist with the investigation by providing relevant information.

19. COMPLAINTS PROCEDURE

19.1. A player is entitled to raise a complaint concerning any aspect of the services provided by the Company, including the use of the Website, participation in games, wagers, settlements, bonuses, or any related matter.

19.2. Only the registered player who holds the Account to which the complaint relates may submit it. A complaint will not be accepted from any third party, and a player may not assign, transfer, sell, or delegate a complaint to anyone else.

19.3. Complaints are submitted free of charge and must be raised within six (6) months of the settlement of the wager or of the event that gave rise to the complaint.

19.4. Where a complaint concerns the outcome of a sporting event on which bets were placed, it is accepted within six (6) months of that event's conclusion and only where the player provides official documentation of the result or a link to the event organiser's Website supporting the complaint.

19.5. Where a complaint concerns the incorrect display of the Account balance or winnings that were not credited, the player should contact customer support within six (6) months.

19.6. The Company will use its best efforts to address any reported matter promptly.

19.7. To begin the formal procedure, the player contacts the Company's customer support by email at support@boostwin.com to obtain the designated Complaint Submission Form, which is provided free of charge. The completed Form is returned to the Company by email. The Form sets out the information the Company requires to review and process the complaint, including any details and supporting documentation reasonably necessary in the circumstances.

19.8. Complaints relating to responsible gaming are prioritised and handled as promptly as reasonably possible.

19.9. The Company assesses and responds to a complaint within four (4) weeks of receipt. Where the complexity of the matter requires it, this period may be extended once, by a further four (4) weeks, on prior written notice to the player.

19.10. The player receives a reasoned written decision on the outcome of the complaint. A complaint is regarded as resolved once the Company has issued its final written response.

19.11. Where the Company needs to contact the player about a dispute, it will use the contact details held in the player's Account.

19.12. In relation to any complaint concerning transfers of Account funds, the transfer logs held in the Company's systems are the sole recognised evidence.

19.13. Nothing in these Terms prevents the player from contacting the Curacao Gaming Authority (CGA) on matters such as breach of licence conditions; the CGA does not, however, adjudicate individual gambling disputes.

19.14. Alternative Dispute Resolution (ADR). Before a dispute may be referred to ADR, the player must first raise it through the internal complaints procedure, and only the registered Account holder may do so. The player must exhaust the internal procedure before seeking ADR, and ADR may be initiated only once that procedure has been completed.

19.15. Where the player considers that the dispute was not resolved to their satisfaction, they may refer it to the independent alternative dispute resolution entity with which the Company

has entered into an agreement for this purpose. The procedure before that entity is free of charge to the player regardless of outcome, and its decisions are binding on both the Company and the player.

19.16. Referral to that alternative dispute resolution entity does not restrict or prejudice the player's right to bring proceedings against the Company in any court of competent jurisdiction.

19.17. Fair Play & RNG Assurance: We are committed to maintaining fairness and transparency. The Company does not engage in any practices that alter or influence the outcome of games. By participating in our games, you acknowledge and agree to the following:

- The Company does not utilize any software to manipulate game algorithms or affect the probability of winning.
- All games on the Website are original content from licensed providers using certified gaming software. These providers use their own random number generators (RNGs), which are independently verified to ensure fairness and prevent tampering.
- In case of any discrepancies between the game results on your device and those on our server, the results recorded on our server are considered final and binding. Should there be a dispute, we may use your contact details to reach you for clarification.
- The balance reflected on your account is the actual amount stored on the Company's server, regardless of the amount displayed on your screen. This amount is final, and any losses caused by human or technical errors are not recoverable.

20. DUTIES

20.1. The Company reserves the right to assign or otherwise lawfully transfer its rights and obligations under the Terms. You shall not assign or otherwise transfer your rights and obligations under these Terms.

21. PROMOTIONS: TERMS & CONDITIONS

21.1. Every individual promotion will come with its own set of specific promotional terms and conditions ("Promotional Terms") in addition to these Terms. You should therefore read these Terms in combination with the applicable Promotional Terms for any competition, bonus, or promotion you wish to enter.

21.2. By participating in promotions, you agree to be bound by these Terms and Promotional Terms.

21.3. If for any reason, a promotion does not have the Promotional Terms, such promotion will by default be governed by these Terms.

21.4. Each of the Promotion Terms regulating the implementation of any promotion is independent of the rest of the Terms. In case one of the provisions is unsuitable or incorrect, the remaining Promotion Terms remain in force.

21.5. Participation in a promotion will be deemed to constitute full and unconditional acceptance of the Terms which includes these Promotional Terms and any applicable Promotional Terms and that our decisions are final and binding in all respects.

21.6. The Company reserves the right to terminate or cancel any current promotion without prior notification. Any user who infringes the Promotional Terms will be disqualified from any reward derived from said promotion.

21.7. The Company has the right to withhold any credits, bonuses, coupons, loyalty points, or prizes awarded as part of a promotion at its own discretion.

21.8. The Company has the right to inform users about current promotions or any updates by e-mail, SMS, chat, WhatsApp, social media, mobile phone, Internet browser notification, or mobile application.

21.9. The Company disclaims any liability for inaccurate information, whether caused by the Website, user's equipment used in a promotion, or by human or technical errors related to the submission of entries.

22. WAGERING REQUIREMENTS

22.1. After getting the bonus it is transferred to the bonus balance up to the moment of reaching the wagering requirements.

22.2. The wagering requirements are a multiplier that represents the number of times you have to play a bonus before you are able to withdraw any winnings. After reaching the wagering requirements, a bonus or accrued winnings are transferred into the main balance.

22.3. Wagering requirements for bonuses will be null when the balance is lower than Euro 0.10 (or the equivalent in your Account currency).

22.4. The funds won using bonuses cannot be withdrawn until all bonuses are wagered.

22.5. You can make a withdrawal before you have fulfilled the wagering requirements, but then you will lose your bonus money. If you decide to make such a withdrawal you have to contact the Website customer support team.

22.6. Every user has the right to abandon the bonuses by making a request to Website customer support in order to zero the bonus balance.

22.7. Free Spins With free spins, you get to play free on a game on the Website with the same chance of winning as when you play with your real money. Winnings on free spins are converted to bonus money and usually need to be wagered.

23. FORCE MAJEUR

23.1. The Company will not be held liable for any delays or failures in fulfilling its obligations under these Terms if caused by force majeure events. These include but are not limited to natural disasters, war, civil unrest, disruptions in public communication or network services, labor disputes, DDoS attacks, or other similar incidents that affect operations ("**Force Majeure**").

23.2. During a Force Majeure event, the Company's operations may be temporarily halted. As a result, our ability to meet obligations may be delayed. We will make every reasonable effort to minimize the impact of such events and continue to fulfill our responsibilities as soon as possible.

24. OTHER TERMS

24.1. All versions of the Terms and Conditions on the Website, except for the English version, are provided for informational purposes only. The English version shall prevail in case of any discrepancies or conflicts between different versions.

24.2. You are prohibited from transferring, assigning, or pledging any rights or claims arising from these Terms and Conditions, the use of the Website, or participation in the Games without the prior consent of the Company. This includes any form of transfer, whether in the form of accounts, winnings, deposits, bets, or other associated rights and claims, regardless of their legal, commercial, or other nature. The prohibition also extends to the encumbrance, assignment, pledge, trading, brokering, hypothecation, gifting, or cooperating with third parties, companies, or entities in any form, including natural or legal individuals.

24.3. The Website may contain links to external websites that are beyond the Company's control and are not subject to these Terms. The Company does not accept responsibility for the content of such third-party websites, nor for the actions or omissions of their operators, including any advertising or sponsored content found on those sites. These links are provided solely for informational purposes, and you access these external websites at your own risk and discretion.

24.4. These Terms are governed by and shall be interpreted in accordance with the laws of Curacao. You agree that any disputes, including those related to compensation, claims, and counterclaims arising

from the legal relationships established by these Terms, shall be exclusively resolved by the courts of Curacao.

10. COMPLAINT HANDLING AND DISPUTE RESOLUTION PROCESS

This section sets out how the Company handles player complaints and disputes — who may complain and when, how a complaint is submitted and escalated, the timelines that apply, and the roles of independent ADR and the regulator. The process is operated in line with the National Ordinance on Games of Chance (LOK) and the Company's Terms and Conditions.

10.1. Complaint Eligibility and Deadlines

A complaint may be submitted only by the registered player who holds the account it relates to. Complaints from third parties are not accepted, and a player may not sell, assign, transfer, or otherwise delegate a complaint to anyone else.

Complaints are free of charge and may be lodged at any time up to six (6) months from the settlement of the bet or from the event giving rise to the complaint. For pool or ante-post fixed-odds betting, the six-month period runs from settlement or from the conclusion of the relevant event rather than from when the wager was placed. For in-running sports bets, players may still complain within six months but should act promptly, since some data needed to investigate may not be retained beyond a short period.

10.2. Submitting and Escalating a Complaint

In the first instance the Company offers support by email and live chat. The player may initiate the formal complaints procedure by requesting the Company's designated Complaint Submission Form from customer support. On receiving the request, the Company provides the form free of charge — available in English and in the language of the site the player is using — for the player to complete and return. The form captures, at a minimum, the complainant's name, address, and place of residence; account number (if applicable); the date of the complaint and of the disputed event; and a description of the conduct in question. The Company may request supporting documentation where this is reasonable in the context of resolving the complaint.

The Company applies the response and resolution timelines required under the LOK, with Responsible Gaming complaints handled on a priority basis.

Responsible Gaming complaints concern matters such as the targeting of vulnerable players or the availability and timely implementation of self-exclusion or cooling-off. The Company uses best efforts to resolve them within five (5) business days. Within two (2) days of receipt it confirms the complaint in writing, explains how it will be processed, and gives the average resolution timeline. Any necessary delay is communicated to the player and may not exceed two weeks; where the delay results from a

slow or absent player response, it may be extended by no more than a further two weeks.

All other complaints are assessed and answered within four (4) weeks, a period that may be extended once by a further four weeks where complexity or missing information requires it, with prior written notice to the player. Within one (1) week of receipt the Company confirms the complaint in writing, explains how it will be processed, and gives the average resolution timeline.

In every case the player receives a reasoned final decision in writing — either a substantiated outcome with supporting evidence, or detailed reasons for declining the complaint. Where further information is needed, the Company requests it within the initial four-week period; if the player does not supply it in time, the complaint may be rejected. A complaint is treated as resolved once the Company issues its final written response, and the player must complete the internal procedure before seeking ADR.

10.3. Alternative Dispute Resolution (ADR)

If a complaint cannot be resolved internally, or the player is dissatisfied with the outcome, they may escalate it to the independent, CGA-certified ADR provider with which the Company has entered into an agreement. The ADR process is free to the player regardless of result — the Company bears all costs — and ADR decisions are binding on both parties. ADR may be initiated only after the internal procedure has been completed, cannot be restarted with a different ADR entity once concluded, and does not prejudice the player's right to bring proceedings in any court of competent jurisdiction. Contact details for the ADR provider are made available to the player at this stage.

10.4. Role of the CGA

Nothing in these procedures prevents a player from contacting the Curacao Gaming Authority directly on matters such as breach of licence conditions, malpractice, or whistleblowing. The CGA does not, however, adjudicate or mediate individual gambling disputes; it uses the information to support its supervisory and enforcement functions, and will not ordinarily review or overturn a decision of the Company or ADR provider unless that decision is found to have been inadequately handled.

10.5. Use of AI, Record-Keeping, and Reporting

Where automated tools assist in handling complaints, communications on Responsible Gaming matters and on any complaint reasonably considered complex are conducted by a person rather than by AI, and AI outputs are monitored for reasonableness and consistency across similar cases.

The Company keeps records of unresolved complaints and of any escalated to ADR or legal proceedings for the lesser of five years or the period required by applicable data-protection, limitation, or other law, and submits the periodic complaint reports required by the CGA. These records are available to the CGA on request.

11. DIGITAL RECORDS AND SERVER LOCATION — HOW RECORDS OF PLAYERS, GAME SESSIONS, AND FINANCIAL TRANSACTIONS ARE STORED AND KEPT CONTINUOUSLY ACCESSIBLE TO THE CGA, HOSTED IN A TIER-IV CERTIFIED DATA CENTRE PHYSICALLY LOCATED IN CURACAO.

11.1. Record-Keeping Overview

This section describes how records of players, game sessions, and financial transactions are stored and kept continuously accessible to the Curacao Gaming Authority (CGA), hosted on Tier-IV-class infrastructure physically located in Curacao.

The Company maintains digital records containing the license-critical information specified below and keeps them continuously accessible to the CGA, in line with the record-keeping and data-residency requirements applicable under the National Ordinance on Games of Chance (LOK). At a minimum, these records comprise:

- personal identification and account information of players;
- detailed records of game sessions, including timestamps, game types, outcomes, and bets placed;
- financial transactions, including deposits, withdrawals, winnings, chargebacks, and bonus credits.

All such license-critical data is stored exclusively in Curacao on the Company's Operational Data Storage ("ODS") — dedicated physical infrastructure that is logically and physically isolated from the Company's other systems and serves as the central compliance layer for all regulated data.

11.2. Hosting and Infrastructure Specifications

- **Location and residency.** The ODS is physically deployed within the territory of Curacao. The operational gaming platform and the staging environment run in segregated cloud infrastructure (EU region) under separate, company-controlled accounts; no regulated personal data or transaction records subject to Curacao storage rules are retained in those environments beyond their processing lifecycle.
- **Data-centre classification.** Tier-IV-class infrastructure with redundant power, network, and disk systems, providing a 99.9995% availability SLA for critical data.
- **Storage architecture.** A Ceph-based cluster delivering redundancy across power, network, and disk subsystems.
- **Connectivity.** The ODS is connected to the licensed platform through an encrypted SSH tunnel

restricted by IP allowlist.

- **Encryption at rest.** AES-256 full-disk encryption. All raw data (KYC, transactions, sessions, logs) is encrypted at write time and decrypted only by authorized services. Encryption keys are governed by internal key-rotation policies, with key access logged and version-controlled.
- **Access controls.** SSH access only, from whitelisted IP addresses; OS-level permission management for data ingestion and querying; system-enforced audit trails. Access is limited to predefined service accounts under least-privilege IAM roles, with multi-factor authentication required for administrative access.
- **Data format and integrity.** All stored records are human-readable, structured (e.g., JSON).

Retention periods. The Company retains each category of records for no less than the minimum period required under the applicable provisions of the LOK, the applicable AML/CFT legislation), and any further requirements or guidance issued by the CGA. Where an applicable retention period runs from the end of the business relationship with the player, or from the date of the relevant transaction, the Company calculates the period accordingly. Financial and transaction records are retained for the longest period applicable under AML/CFT rules. Each category of records is kept available to the CGA for the full duration of its applicable retention period.

11.3. Data Access

- **Continuous accessibility.** License-critical records are maintained and kept continuously accessible to the CGA at all times.
- **Regulatory inspection.** Remote access for regulatory inspection is supported through secure, on-demand dataset export.
- **Controlled access.** All regulatory and player-data access requests are logged and subject to internal approval workflows.
- **Auditability.** Access to sensitive systems, administrative actions, authentication events, and changes affecting player accounts or financial data is recorded in system-enforced audit logs retained for the periods stated above.
- **Isolation and residency.** Operational (regulated) storage is logically and physically isolated from other infrastructure, ensuring that all data deemed license-critical under CGA guidance remains stored within Curacao.

12. REGULATORY REPORTING AND DOCUMENTATION

12.1. Licensing Compliance Overview

This section sets out the Company's ongoing reporting and documentation obligations toward the Curacao Gaming Authority (CGA) under its licence and the National Ordinance on Games of Chance (LOK). It describes the reports the Company submits, the events that trigger them, and the related record-keeping requirements. The operational arrangements that these obligations concern — the games offered, quality monitoring, data handling, player protection, and dispute resolution — are addressed in their respective sections of this manual.

12.2. Amendment Reports

Under Article 5.9 of the LOK, any change to this Operations Manual is reported to the CGA. This includes modifications to the platform's gaming operations, payment systems, security measures, or responsible-gaming arrangements. Each amendment report sets out the changes made since the previous report, the reasons for them in the context of the LOK, and an updated version of the manual reflecting those changes. Amendment reports are submitted twice a year, by 15 January and 15 June.

12.3. Incident Reports

Significant incidents that may affect the integrity of the games or player trust are reported to the CGA within 24 hours. Reportable incidents include:

- **Security breaches** — events compromising players' personal data or game data, together with the steps taken to contain them.
- **Equipment or software failures** — loss, damage, or malfunction of critical systems or software affecting the ability to offer games, together with the corrective action taken.
- **Fraud or criminal conduct** — fraudulent or other criminal activity affecting the operation of the platform.
- **Threats to responsible gaming or public trust** — events that could undermine the reliable, verifiable operation of the platform or public confidence in its integrity.

12.4. Player Transaction Reports

The Company submits the player-transaction reports required by the CGA, covering the total value of player transactions (deposits and withdrawals), whether each transaction is a credit to or a debit from the player's account, and the payment instruments used, including any unique identifier for the payment account where applicable.

12.5. Player Complaints and ADR Reports

Playora N.V.

In accordance with Article 5.10 of the LOK and the CGA Player Complaints Policy, the Company reports periodically on player complaints and disputes, including those handled through Alternative Dispute Resolution. Each report covers the total number of complaints broken down by category, their outcomes (resolved, rejected, or pending), the number referred to ADR and the result of those referrals, and the status of any complaints still outstanding. These reports are submitted twice a year, by 15 January and 15 June, and the underlying records are retained for at least five years.