

GBL SOLUTIONS N.V.

BUSINESS PLAN

MARCH 2024

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1. Business overview

1.1. Business background

GBL Solutions N.V. is a start-up entity with a platform of online casino which will offer to players number of famous casino games. Although GBL Solutions N.V. is initially structured as a small company, it has a strong belief that with the talented and experienced management team, good marketing strategy and adequate financing in place it can benefit from operational flexibility and adaptiveness to regional specifics. GBL Solutions N.V. plans to develop its strong competitive advantages with offering combination of popular casino games, 24/7 customer support, in many different languages as the customers may speak, and to the satisfaction of different level of players, as well as easy wagering and withdrawal solutions.

1.2. Operational objectives

GBL Solutions N.V. is looking forward to applying for an online gambling license for the provision of e-gaming services pursuant the laws and regulations of respective authorities of Curacao. The Company plans to set up a remote betting operation with services available to a wide range of citizens and legal residents located in the countries where the Curacao license is legally allowed and can be used.

Curacao was selected for unique combination of factors. With favorable regulations in online gambling which is well known among the casino operators which creates strong competition in the market. The legal requirements for obtaining a license present the best choice for start-up companies with a comparatively smaller budget. Nevertheless, the Company has an aim to establish itself in the local market, grow its market share with the help of strong marketing and advertising campaigns and reach the turnover of EUR12,000,000 in five years term.

To achieve this goal the company intends to provide a high-level customer satisfaction by introducing such key aspects as quality, integrity and client support together with a comprehensive play coverage across the most popular games. The Company intends to establish an important role in offering its services and aiming to be highly preferred gaming operator in the market.

1.3. Mission

The Company's principal mission is to establish its brand name GBL Solutions N.V. among the leading casino games operators. Achieving this objective shall be based on promotion techniques, popular gaming offerings and selection of vital partners in providing excellent service to the clients and advertent support team of professionals focused on client retention. Management is confident that combined strength of efficient brand promotion, carefully planned positioning of the brand and product and effective partnership with service providers will allow the Company to penetrate the markets and gain upper-mid-range share of online casino market.

1.4. Games offerings

GBL Solutions N.V., a Curacao-based gambling company, aims to offer a diverse range of online gambling services through a several associated brands, targeting international markets. Our commitment is to provide a secure, entertaining, and responsible gaming environment for players worldwide. Clients will be able to place wagers on wide variety of events in the range of casino games. Our brands will leverage reliable software solutions, adhere to stringent compliance measures, and prioritize customer satisfaction.

Brands: Hugocasino, Rollingslots, Needforspin, Wildtokyo, Slota.casino and Winshark.

Website Description: Our brands will serve as the flagship brands, offering a comprehensive online gambling experience, including casino games, sports betting, and live dealer games. The platform will feature a user-friendly interface, seamless navigation, and a visually appealing design.

Target Markets: Our brands intend to focus on the following key target markets initially, with plans for expansion as the business grows:

- **Europe:** We will prioritize countries, where online gambling is well-established and regulated such as Finland, Norway, Ireland, Austria, Greece, Sweden, Poland, Latvia and Estonia.
- **Canada:** A significant market for online gaming, with a growing interest in sports betting and casino games.
- **New Zealand:** Online gambling is well-established and regulated.
- **Switzerland:** Online gambling is well-established and regulated.
- **Asia:** Targeting regions such as Japan and India, where there is a growing demand for online gambling services.

Software and Tools: GBL Solutions N.V. will utilize state-of-the-art software and tools to provide a seamless gaming experience:

- **Platform provider:** Advabet (www.advabet.com).
- **Gaming Software:** We will partner with leading casino game developers such as Dama N.V. ensuring a vast library of high-quality games, including slots, table games, and live dealer options.

2. Online gambling market analysis

Curacao, with its well-established regulatory framework and strategic location, has emerged as a popular hub for online gambling companies looking to provide a wide range of services, including casino games and sports betting. This market analysis delves deeper into the landscape of the online gambling industry to offer insights for a newly licensed company.

2.1. Market Size and Growth

In recent years, the online gambling industry has experienced substantial growth, driven by technological advancements, increased internet accessibility, and widespread smartphone usage. As we look ahead to 2027, the market is expected to maintain a robust Compound Annual Growth Rate (CAGR) of 11.7%, thanks to several key factors.

One primary driver of this growth is the surging popularity of online sports betting, particularly in emerging markets. Technological innovations like live streaming, virtual reality, and blockchain have transformed the betting experience, making it more immersive and secure. Moreover, incorporating artificial intelligence and machine learning to predict game outcomes has increased player confidence in online betting platforms.

Additionally, the ongoing liberalization of gambling regulations in various countries has created a favourable environment for the online gambling market to thrive. Notably, the United States has gradually embraced sports betting legalization, and several European nations have revised their gambling laws to accommodate the growing demand for online gaming.

Consumer preferences within the market have also shifted significantly, with an increasing number of players opting for mobile gaming. This trend underscores the importance of mobile accessibility and responsive platforms in the industry's continued growth.

2.2. Market Segmentation

The global online gambling market is multifaceted, comprising several distinct segments that cater to diverse player preferences and interests. This segmentation reflects the evolving landscape of online gambling and the unique characteristics of each category. Below is an overview of the key segments within the market:

Online Casino:

- **Description:** The online casino segment encompasses digital platforms that offer a wide array of casino games, including slots, table games, and live dealer experiences.
- **Significant Factors:** Convenience, game variety, and attractive bonuses drive player engagement. The integration of VR and AR technologies enhances the immersive gaming experience.

Sports Betting:

- **Description:** Sports betting platforms enable users to place wagers on various sports events, with options for live betting and real-time data.
- **Significant Factors:** Growth is propelled by the popularity of sports events and expanding legal betting options. Live betting and mobile apps are key drivers.

Poker:

- **Description:** Online poker platforms host a range of poker variants, tournaments, and cash games, attracting both casual and professional players.
- **Significant Factors:** Accessibility and high-profile tournaments contribute to the segment's appeal, but challenges related to security and regulatory compliance persist.

Bingo:

- **Description:** Online bingo platforms offer social gaming experiences, with various game modes and themes.
- **Significant Factors:** Online bingo's social nature and accessibility are key attractions. Themed games and progressive jackpots enhance player engagement.

Others:

- **Description:** This category encompasses emerging segments like esports betting, virtual sports, and skill-based games.
- **Significant Factors:** The rising popularity of esports and virtual sports, along with skill-based challenges, drives growth in these niches. However, their evolving nature and regulatory uncertainties present unique challenges.

Understanding these market segments is crucial for operators as they navigate the dynamic world of online gambling. Each component presents distinct opportunities and challenges, and successful strategies require adaptation to the evolving landscape and compliance with ever-changing regulations. The online gambling market's continued growth and innovation depend on its ability to meet players' diverse preferences and demands worldwide.

2.3. Competitive analysis

The global online gambling market is highly competitive, with numerous players vying for market share across its segments. Competition within the industry is shaped by technological innovation, regulatory environments, and the ability to adapt to changing player preferences. Here's a competitive analysis of the critical factors and players in this dynamic market:

Market Leaders:

- *Description:* Established international operators dominate the online gambling landscape. Companies like Bet365, 888 Holdings, and Flutter Entertainment (owner of brands like FanDuel and PokerStars) have a strong global presence, offering a comprehensive range of online gambling services.
- *Competitive Advantage:* These industry giants benefit from their brand recognition, extensive gaming portfolios, and experience in navigating complex regulatory environments. Their financial strength allows them to invest in cutting-edge technology and marketing campaigns.

Local and Niche Operators:

- *Description:* Smaller, niche, or region-specific operators play a significant role, especially in markets with unique preferences and regulations. These operators often focus on providing localized content and personalized experiences.
- *Competitive Advantage:* Local operators leverage their understanding of specific markets and can often respond more swiftly to changes in player preferences and regulations. They may also cultivate strong player loyalty within their target regions.

Technological Innovators:

- *Description:* Companies that invest heavily in technology and user experience innovations, including VR/AR integration, live streaming, and mobile optimization, can gain a competitive edge. These innovations enhance player engagement and retention.
- *Competitive Advantage:* Technological innovators attract players looking for immersive and cutting-edge experiences. They are often more agile in adapting to emerging trends and can capture new player demographics.

Emerging Segments:

- *Description:* Esports betting, virtual sports, and skill-based gaming operators represent the evolving and innovative segments of the market. These segments are characterized by startups and companies exploring new niches.
- *Competitive Advantage:* Early entrants into emerging segments can establish themselves as leaders in niche markets. Success depends on staying ahead of the curve in terms of innovation and understanding the unique dynamics of these segments.

Regulatory Compliance Specialists:

- *Description:* Companies that excel in navigating complex regulatory environments and maintaining strict compliance have a competitive advantage in markets with stringent regulations.
- *Competitive Advantage:* These operators build trust with players and regulators, ensuring long-term sustainability. Their commitment to responsible gaming and data security can also set them apart.

Marketing and Branding Experts:

- *Description:* Operators with strong marketing strategies and brand recognition can attract and retain players effectively. Aggressive marketing campaigns, sponsorships, and partnerships are common in the industry.
- *Competitive Advantage:* Effective marketing creates a loyal player base and drives customer acquisition. Well-known brands often enjoy higher player trust and engagement.

Data-Driven Operators:

- *Description:* Companies that harness data analytics and AI for player personalization, fraud detection, and predicting player behavior can optimize their operations and provide tailored experiences.
- *Competitive Advantage:* Data-driven decision-making improves player satisfaction, security, and operational efficiency. These operators can adapt quickly to changing player preferences.

In this competitive landscape, the ability to innovate, adapt, and ensure regulatory compliance while meeting player demands will continue to define success in the global online gambling market. The industry will remain dynamic, with opportunities for established and emerging operators to thrive.

2.4. Online Gambling License Jurisdiction Analysis

Curacao's online gambling market is not only dynamic within its own borders but also faces competition from other key jurisdictions in the global online gambling industry. Here's an overview of Curacao's competitive landscape and some prominent competing jurisdictions:

Curacao's Strengths:

- **Comprehensive Licensing:** Curacao offers a single license covering various online gambling activities, simplifying the licensing process for operators.
- **Tax Advantages:** A corporate tax rate of approximately 2%, coupled with no sales tax and VAT, makes Curacao a tax-friendly jurisdiction.
- **Streamlined Regulations:** Curacao's straightforward regulatory framework allows operators to focus on business development.
- **Diverse Player Base:** The global nature of online gambling attracts a wide range of players, including younger, tech-savvy demographics.

Competing Jurisdictions:

- **Malta:** Malta is a well-established hub for online gambling operators. Its robust regulatory framework, tax incentives, and reputation for stringent oversight make it a strong competitor.
- **Gibraltar:** Gibraltar is known for its low corporate tax rates and a well-regulated online gambling sector. Many prominent operators have established a presence here.
- **Isle of Man:** The Isle of Man offers competitive tax rates and a stable regulatory environment, attracting a significant number of online gambling companies.
- **Kahnawake (Canada):** Located in Canada, Kahnawake is known for its flexible licensing options and a focus on responsible gaming practices, making it an attractive alternative.

- **United Kingdom:** The UK boasts a large player base and a robust regulatory framework. However, it comes with strict compliance requirements and higher operating costs.
- **Alderney:** Alderney offers a reputable licensing framework, attracting operators with its commitment to player protection and regulatory compliance.
- **Costa Rica:** Known for its lower licensing fees, Costa Rica has historically been attractive to startups; however, it lacks the regulatory rigor of other jurisdictions.

These competing jurisdictions each have their strengths and appeal to different types of operators. Operators must carefully consider taxation, regulatory compliance, player demographics, and market accessibility when choosing a jurisdiction to establish their online gambling operations.

Curacao's competitive edge lies in its comprehensive licensing and tax advantages, making it a compelling option for startups and operators seeking a favourable regulatory environment. However, understanding the competitive landscape is crucial for making informed decisions in this dynamic industry.

3. Competitive Analysis

3.1. Overview of Curacao's Competitive Online Gambling Market

Curacao, a pioneer in online gambling licensing since 1996, is a prominent player in the global online gambling industry. The jurisdiction offers a comprehensive license covering a broad spectrum of online gambling activities, making it an attractive hub for operators looking to enter the digital gaming market.

Curacao's appeal lies not only in its licensing breadth but also in its tax-friendly environment. With a corporate tax rate of approximately 2% and the absence of sales tax and VAT, businesses find a cost-effective foundation to establish their online gambling operations.

This favourable tax regime, however, has led to the market's saturation, with a surge in startup companies seeking licenses. The competitive nature of Curacao's online gambling sector has been a catalyst for innovation and customer-centric approaches.

A simplified licensing process allows entrepreneurs and newcomers to easily navigate regulatory requirements, saving time and resources for strategic business development.

Operators licensed in Curacao benefit from a 0% VAT rate and a 0% corporate revenue tax rate, making it a financially attractive destination. These tax advantages appeal to smaller businesses and startups, allowing them to allocate resources wisely.

The evolution of player demographics, with a shift towards tech-savvy generations, underscores the importance of online accessibility. Customer-centric experiences, user-friendly interfaces, and seamless transactions have become the hallmarks of success in a global market where physical location matters less than ever before.

For startups, keeping costs low during setup and initial operations is essential. The savings generated can be reinvested to fuel growth or secure additional licenses, positioning them competitively in a rapidly evolving landscape.

Curacao's online gambling market offers a blend of licensing opportunities, tax benefits, and a dynamic competitive landscape. Whether well-established or emerging, operators find an ideal environment to deliver outstanding online gambling experiences to an increasingly diverse and digitally engaged player base.

3.2. Competitive Landscape

In the context of Curaçao's online gambling market, it is essential to assess the competitive landscape. Several brands operate under the Curaçao e-gaming license, positioning themselves as leaders in the Curaçao online casino segment.

Additionally, there are companies that retain a significant player base through physical betting in casinos. While most of these establishments primarily offer slot machines, a subset also includes poker rooms and table games in their offerings.

Based on marketing research observations, players in Curaçao tend to spend considerable amounts of time in local betting shops. Betting serves as both a pastime and a social activity, often involving watching sporting events. Notably, the land-based casino audience tends to skew towards the older generation.

3.3. Competitive Edge and Positioning

To succeed in Curaçao's online gambling market, our venture aims to leverage specific competencies to establish a distinctive competitive advantage for attracting and retaining a client base.

3.3.1. Game Offerings

The Company operating under the brand name GBL Solutions N.V. shall offer a wider selection of markets for gamins. According to research, Finland is regarded as one of key attractive markets for younger audience.

3.3.2. Software System

GBL Solutions N.V. uses state of the art software system. This interactive software platform is available through online website. The site will have a multi-language format, and payments will be accepted through multiple payment options.

3.3.3. Expertise in SEO and Internet Marketing

Initial marketing analysis shows that players have made very few inroads into SEO and web marketing. Part of the Company's marketing strategy is employing experienced SEO experts to position the Company's brand name and services in the top list of Google search engine returns. Also, the Company has an experienced team of Affiliate managers with more than 10 years of experience in the gambling.

3.3.4. Customer Service

Exceptional customer service is paramount to our success. We will offer live chat support and ensure that our customer service operates 24/7. Client satisfaction stands as a core pillar of our business strategy, and we are committed to addressing client issues promptly and effectively, further bolstering our reputation and ensuring long-term success in the Curaçao online gambling market.

3.3.5. Innovative Gaming Features

Innovation is key in the online gambling industry. Our venture will introduce innovative gaming features, such as gamification elements, live dealer experiences, and virtual reality (VR) enhancements. These features will not only attract new players but also engage and retain existing ones.

3.3.6. Personalized Player Experiences

Personalization is becoming increasingly important in online gambling. We will invest in data analytics and AI-driven algorithms to provide personalized gaming recommendations and promotions to our players. This tailored approach can enhance player retention and satisfaction.

3.3.7. Strong Responsible Gaming Initiatives

In line with global trends, our venture will prioritize responsible gaming. We will implement strict responsible gaming measures, including self-exclusion options, deposit limits, and player education programs. This commitment to responsible gaming can build trust with players and regulators.

3.3.8. Competitive Bonuses and Rewards

To attract and retain players, our venture will offer competitive bonuses and rewards programs. These incentives will not only encourage initial sign-ups but also ensure ongoing player loyalty.

3.3.9. Robust Security Measures

Ensuring the security and privacy of our players is paramount. Our platform will implement advanced cybersecurity measures, including encryption protocols and regular security audits. This commitment to player data protection will enhance our reputation in an age of increasing cybersecurity concerns.

3.3.10 Multichannel Accessibility

To cater to diverse player preferences, our platform will offer multichannel accessibility. Players can enjoy our services on desktop, mobile devices, and even dedicated mobile apps. This versatility provides an edge in meeting players where they are most comfortable.

3.3.11 Diverse Payment Options

We will provide an extensive range of payment options, including traditional methods, e-wallets, and even cryptocurrency. Offering diverse payment options ensures accessibility for players from various regions and preferences.

Including these additional competitive edges will not only differentiate our venture but also enhance our ability to thrive in the competitive landscape of the Curaçao online gambling market.

4. Marketing Strategy

4.1. General Principles

In the ever-evolving landscape of online gambling and betting, success hinges on chance and strategic prowess. In an era where digital experiences are reshaping how we entertain ourselves, our venture aims to offer players an immersive and thrilling online gambling and betting experience. We understand that our success is intertwined with our ability to navigate this highly competitive arena, adapt to the changing preferences of players, and deliver a platform that not only meets but exceeds their expectations.

This marketing strategy is more than just a set of tactics; it reflects our commitment to providing value, integrity, and entertainment to our players. It encapsulates the essence of our brand, emphasizing our competitive edge, dedication to responsible gaming, and the innovative spirit that propels us forward.

Diligent market research, strategic partnerships, and data-driven decision-making will mark our journey. We recognize that each player is unique, and our strategy is tailored to cater to their

diverse needs, preferences, and aspirations. Our goal is to acquire customers and build lasting relationships based on trust, transparency, and a shared passion for gaming.

As we delve into the intricacies of our marketing strategy, we invite you to join us on this exciting voyage. Together, we will navigate the challenges, seize the opportunities, and create a destination where gaming enthusiasts find a platform and a home for their entertainment.

Our marketing strategy will be dynamic, with continuous monitoring and adjustments to ensure we remain competitive and effectively reach our target audience in the ever-evolving online gambling landscape.

4.2. Pricing Strategy

Our pricing strategy is designed to be competitive and flexible, ensuring we attract and retain a diverse customer base while maximizing revenue. We recognize the importance of offering value for money in the highly competitive online gambling market. Here are the key elements of our pricing strategy:

Promotional Packages: Regular promotions and bonuses will be a core part of our pricing strategy. We will offer special deals during peak betting seasons, holidays, and major sporting events to incentivize player participation.

Loyalty Programs: Implementing a robust loyalty program will reward our loyal players with exclusive benefits, discounts, and personalized offers. This will encourage player retention and repeat business.

Competitive Odds: Our sports betting offerings will feature competitive odds to attract serious bettors, ensuring they find value in our platform.

4.3. Advertising and promotion plans

Management will assign the marketing to outsourced department. Although in possession of sophisticated marketing techniques, the Company has decided to use advertising agencies that have adequate expertise in global markets, thus adapting appropriate advertising techniques to specifics of different market segments. Service contracts will be signed with SEO/Internet marketing studios, promotional agencies with experience in target markets. Moreover, the Company will take proactive approach in seeking sponsorship at popular betting and gaming events.

Below is a summary approach that the company intends to take. Marketing plan will be adapted to changing environment and to result returned by the initial marketing trials.

Advertising method	Description of method	Frequency	Target Audience
Internet marketing	Search Engine Optimization, Ad Placement at popular Websites.	Daily	Internet active population Age 18+
Social Network Marketing	Social Media Advertisement, Creations of Groups and followings, YouTube videos	Daily	Internet active population Age 18+

5. Operations plan

The Operations Plan for GBL Solutions N.V. outlines the key strategies, processes, and resources necessary to efficiently and effectively run our business. It encompasses all operational aspects, from software and technology to customer support and regulatory compliance, ensuring a seamless and secure gambling experience for our users.

5.1. Agencies

Besides outsourcing some of the functions, the Company shall seek to engage leading SEO/Marketing agencies with provable experience in promoting the Company's brand name globally.

5.2. Suppliers

Internet Data Center Services – E-Commerce Park N.V.

Servers of the Company are located in E-Commerce Park data room.

One of the prospective Payment Service Providers and e-commerce service provider – Paysafe Group, who provides Skrill and Neteller.

Computer system – to be licensed.

Accounting System – Quickbooks

IT Services – outsourced

Partners:

- SoftSwiss
- BetBy (Sport provider)
- Netent
- Quickspin
- Dama N.V.

5.3. Responsible Gaming

Responsible gaming is a core value. We are committed to providing our users with a safe and secure gaming environment. Our dedication to responsible gaming is reflected in developing and promoting robust features that empower players to manage their gambling responsibly. These features include setting betting limits, self-exclusion options, and easy access to resources for addressing problem gambling. Moreover, our commitment extends to educating our users about responsible gaming practices, ensuring they have the knowledge and tools to make informed decisions. We prioritize the well-being of our players, fostering a gaming experience that is enjoyable, safe, and socially responsible.

- **Responsible Gaming Features:** The well-being of our players is a paramount concern. Therefore, we will develop and prominently display a range of responsible gaming features. These features will empower users to take control of their gambling habits, including setting personal betting limits and implementing self-exclusion measures. We understand the importance of providing users with tools to make informed decisions about their gaming activities. Additionally, we will ensure that users have easy access to resources and assistance for addressing problem gambling, should they need it. By prioritizing responsible

gaming features, we demonstrate our commitment to fostering a safe and responsible gaming environment.

- **Education:** We recognize the significance of raising awareness about responsible gaming practices. To this end, we will make educational content and resources on responsible gaming readily available to our users. This content will serve as a valuable resource for players, offering insights into responsible gambling behaviors, recognizing signs of problem gambling, and providing guidance on seeking help when needed. By offering educational materials, we aim to promote responsible gaming practices and ensure that our users are well-informed and equipped to make responsible choices while enjoying our platform.

5.4. Regulatory Compliance

Regulatory compliance is a cornerstone of our operations. We recognize the importance of upholding the highest legal and ethical standards in the gambling industry. Our commitment to obtaining and maintaining all necessary licenses and certifications, coupled with vigilant monitoring and compliance checks, ensures that we operate legally and responsibly in our target markets. We believe that adherence to regulatory requirements not only establishes our credibility but also safeguards the interests and trust of our valued users.

- **Licensing:** Compliance with local and international regulations is non-negotiable. We are committed to obtaining and maintaining all necessary licenses and certifications required to operate legally in our target markets. This proactive approach not only ensures our legitimacy as a gambling platform but also demonstrates our commitment to upholding the highest standards of ethics and legality in our operations.
- **Monitoring:** Staying compliant with evolving gambling regulations is an ongoing commitment. Regular monitoring and compliance checks will be integral to our operations. This proactive approach will help us adapt swiftly to changes in local and international gambling laws and ensure that our platform consistently adheres to all relevant regulations. Our commitment to regulatory compliance is not just a legal requirement but a fundamental aspect of our commitment to responsible and ethical gaming.

5.5. Payments and Financial Operations

We understand the critical importance of payments and financial operations in the gambling industry. Our commitment to providing diverse payment options and ensuring the highest financial security standards underscores our dedication to user satisfaction and trust. Through these measures, we aim to provide our users with a seamless, secure, and convenient financial experience while enjoying our platform.

- **Payment Options:** Recognizing the diverse preferences of our user base, we are dedicated to providing a wide range of payment methods. These options will encompass traditional methods, e-wallets, and even cryptocurrency. By offering this variety, we aim to accommodate the individual payment preferences of our users, ensuring a seamless and convenient deposit and withdrawal experience.
- **Financial Security:** The security of user funds is a non-negotiable priority. We will implement stringent financial controls and robust reconciliation processes to uphold this commitment. These measures will safeguard user funds and enhance transparency and trust in our financial operations.

5.6. User Experience

The user experience is at the heart of our approach. We recognize that a user-friendly interface and seamless navigation are pivotal in creating a platform that players enjoy. Furthermore, our commitment to collecting and acting upon user feedback ensures that our platform remains

responsive to the evolving needs and expectations of our user community. Through these efforts, we aim to provide an exceptional and satisfying gaming experience that keeps our players engaged and returning to our brands.

- **User Interface:** We understand that a user-friendly interface is key to creating an enjoyable gaming environment. We will prioritize the development of an intuitive and aesthetically pleasing user interface that ensures seamless navigation and betting experiences. Whether accessed on desktop or mobile devices, our platform will offer a consistent and user-centric design, making it easy for players to engage with our offerings.
- **Feedback Loop:** User feedback is a valuable resource that guides continuous improvement. We are committed to establishing a robust feedback loop with our players. Collecting and acting upon user feedback will be integral to enhancing the overall user experience. By actively listening to our players and implementing changes based on their insights, we ensure that our platform evolves in ways that align with user preferences and expectations.

5.7. Business Continuity and Contingency

Business continuity and contingency planning are paramount to our operations. By establishing comprehensive data backup and recovery measures, we demonstrate our commitment to maintaining uninterrupted services for our customers. These strategies not only safeguard our business but also enhance our resilience in the face of unexpected challenges, ultimately contributing to the long-term success and trustworthiness of our company.

- **Data Backup:** We will implement a robust data backup strategy, conducting regular backups of essential data and systems. This proactive approach will ensure that in the event of unforeseen disasters, such as hardware failures or data breaches, we can swiftly recover and minimize downtime. Our disaster recovery plans will include procedures for data restoration, ensuring that critical business operations can resume promptly.

5.8. Staffing and Training

Our commitment to staffing and training underscores our dedication to excellence. We believe that a skilled workforce, coupled with continuous training and development, is the cornerstone of our company's success. It enables us to deliver exceptional products and services, stay competitive in a dynamic industry, and fulfill our mission of providing the best possible experience to our customers.

- **Skilled Workforce:** Our success hinges on having a highly competent team in all key departments, including IT, customer support, compliance, and marketing. We recognize the importance of recruiting and retaining top talent to drive our company forward. A skilled workforce ensures that we maintain high standards of service, product development, and operational excellence.
- **Training and Development:** To keep our team at the forefront of industry trends and best practices, we are committed to ongoing training and development programs. These initiatives will empower our employees to stay current and adapt to the evolving landscape of online gambling. By investing in our staff's growth and expertise, we not only enhance their capabilities but also strengthen our competitive edge.

5.9. Budget and Financial Management

Budget and financial management are foundational to our company's sustainability and growth. Our commitment to prudent budget allocation and diligent financial monitoring underscores our responsibility to our stakeholders. Through these practices, we aim to achieve financial stability, safeguard our investments, and position ourselves for long-term success in the competitive online gambling market.

- **Budget Allocation:** We recognize the importance of prudent financial management. To that end, we will maintain a detailed budget that allocates resources based on our strategic priorities and goals. This structured approach will guide our financial decisions, ensuring that our investments align with our long-term objectives.
- **Financial Monitoring:** Regular financial monitoring and audits will be integral to our operations. We will implement rigorous processes to track expenditures, assess financial performance, and identify areas for optimization. By maintaining transparency and accountability in our financial practices, we will maximize the efficient use of resources and mitigate financial risks.

This comprehensive Operations Plan forms the backbone of our online gambling company, ensuring that every facet of our business is well-organized, compliant, and poised for success in the dynamic online gambling industry. It will be regularly reviewed and adjusted to align with changing market conditions and evolving customer needs.

6. Management team

6.1. Organogram

Below is the Organogram defining the functions and the organisational structure of the Company at the initial period. It is expected to employ at least 10 employees to fill the most critical positions within the five years in operation. Remainder of functions shall be outsourced until a team of sufficiently skilled personnel is performed withing the Company.

GBL SOLUTIONS N.V.

ORGANIZATIONAL CHART



6.2. Chief Executive Officer (CEO)

The CEO is responsible for the overall strategic direction of the company, making high-level decisions, and ensuring that the organization's goals are met. They are the leader of the executive team.

6.3. Chief Technology Officer (CTO)

The CTO leads the company's technology strategy, overseeing the development of software and IT infrastructure. They ensure that technology aligns with the company's objectives.

6.4. AML & Compliance Officer

The AML officer is responsible for developing and implementing effective AML and compliance programs, conducting risk assessments, monitoring and investigating suspicious activities, staying abreast of regulatory changes, and providing training to employees on compliance procedures.

7. Swot assessment, risk and mitigation actions

7.1. Swot assessment

Strengths

The Company has established a strong capital base to develop the brand of www.wildtokyo.com. The key to attain the goal are the vast experience of the management team in the betting industry, placement of an innovative product and quality service to satisfy and develop a good relationship with clients. The target audience will be segmented and reached through various marketing and advertising channels.

Due to more advanced technological expertise, platform on which the Company will deploy website shall appear notably more up to date compared to most of the competition among other Curaçao licensed operators.

Additional strength shall be in stronger command of SEO and Internet marketing and advertisement. Focused and aggressive marketing strategy concentrating on particular online betting promotion strategies is to be applied to enter the existent market and ensure steady pattern of growth. The Company will utilize this knowledge to pull ahead of competition.

Weaknesses

The Company is a start-up business and brand name is unknown to the industry and the market. At also expects to have difficulties finding sufficient skilled labour with industry experience. It may take the time to find and employ the specialists – some resources maybe completely unavailable or scarce on local workforce. This in turn will increase the cost, and the company might have to relocate some essential staff in order to streamline operations.

Opportunities

The gambling licenses in Curaçao are all-inclusive licenses, which is considered the best feature of the Curaçao license system. Master license holders in Curaçao offer comprehensive packages to new entrants, including sub-licenses, business licenses, hosting, and other services at a cost-effective rate. The sub-licenses are relatively easy to obtain. Curaçao also offers favourable tax laws for sportsbooks and casinos, straightforward gambling regulations, and dedicated services for bookmakers. Another advantage is the opportunity to attract players from countries outside Curaçao's jurisdiction, where the use of Curaçao licenses is not expressly forbidden. Additionally, the share of online Compound Annual Growth Rate (CAGR) continues to grow, with online gambling projected to capture approximately 12% of the gaming market after 2027, offering significant growth and financial prospects.

Threats

While pursuing a Curacao Gaming License offers strategic advantages, it's important to acknowledge the associated risks. These include heightened competition within the online gaming industry, navigating regulatory complexities and ensuring compliance, potential changes in government policies impacting licensing requirements, susceptibility to legal disputes, and managing reputational risks arising from negative publicity or adverse events in the gaming sector. Moreover, staying compliant with evolving international standards presents ongoing challenges that may impact our licensing status and operational continuity.

7.2. Critical risks and mitigations

We will establish a dedicated Risk and Compliance Department to address critical risks effectively. In the initial stages, we will outsource this function to experienced professionals with expertise in general AML policies and data protection within the gaming industry. As our company grows, we will hire full-time professionals to lead mission-critical functions.

Money Laundering Reporting Officer (MLRO): We will hire a skilled MLRO to ensure full compliance with AML/CFT laws and regulations. The MLRO will also oversee document improvements to stay aligned with evolving regulations.

Compliance Officer: To assist the MLRO with lower-level tasks, we will hire one or more as operational requirements dictate. They will be crucial in maintaining compliance with evolving regulations and industry standards.

We aim to safeguard our operations and reputation in the dynamic online gambling industry by proactively addressing these critical risks and implementing stringent compliance measures.

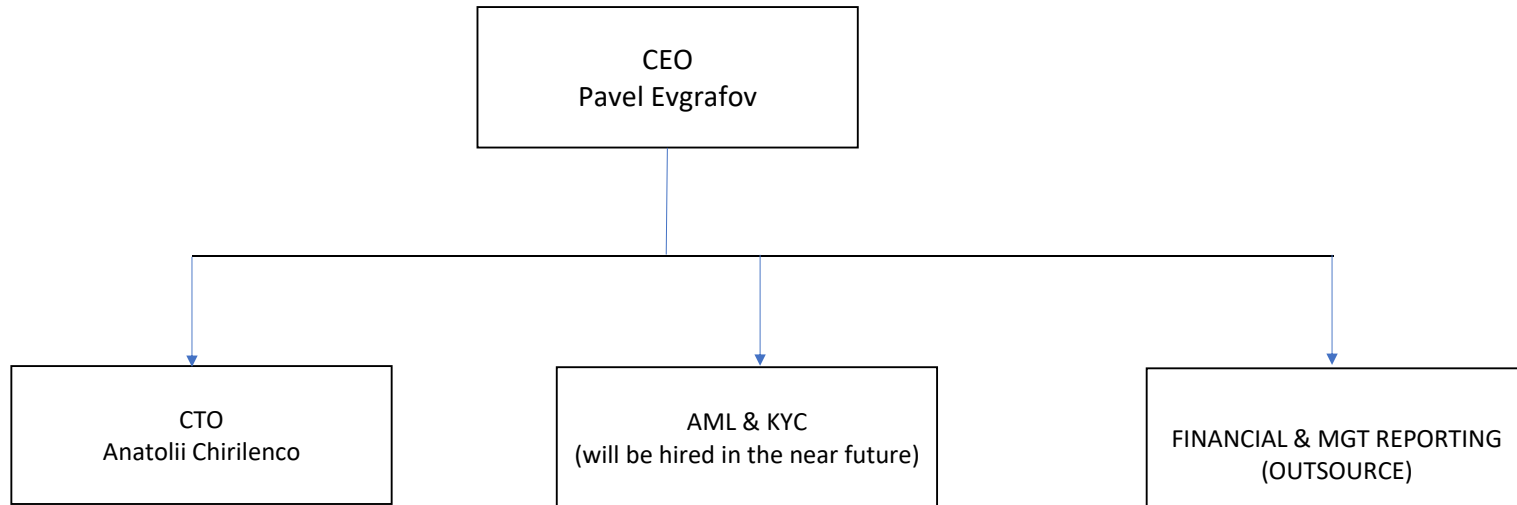
8 Enclosures

8.1. Financial Projections

This attachment contains a comprehensive financial forecast in Excel format. It includes detailed projections of our company's financial performance, such as revenue, expenses, profit margins, and cash flow, over a specified period. This document allows stakeholders to analyze and assess our financial outlook, aiding in decision-making and strategic planning.

8.2. Terms and Conditions

This attachment contains our company's terms and conditions, outlining the rules, policies, and agreements that govern the use of our services and platform in PDF format. It is a legal document that clarifies user rights, responsibilities, and the terms of engagement. It is essential for users to review and understand these terms before using our services.



1. General Rules

1.1 Wildtokyo.com is a brand and website owned and operated by GBL Solutions N.V., a company registered and established under the laws of Curacao. GBL Solutions N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-074). GBL Solutions N.V.'s registration number is 155090 and its registered address is Dr. Henri Fergusonweg 1, Curacao. Ramtinar Techconsult Limited is a subsidiary of GBL Solutions N.V., acting as a Payment Agent on behalf of GBL Solutions N.V., registered in Cyprus with registered address Atho, 6 1087, Nicosia, Cyprus and registration number HE 412602.

1.2 The General Terms and Conditions are a lawful agreement between an account owner (user/player) and the company (www.wildtokyo.com). All account owners registered at www.wildtokyo.com should act in accordance with the General Terms and Conditions.

1.3 Before you start playing, you must register a player account at www.wildtokyo.com.

1.4 An account at www.wildtokyo.com is an account belonging to its Owner for honest execution of normal commercial transactions between the Owner and WildTokyo and for betting money or engaging in other gambling-related activities.

1.5 www.wildtokyo.com hereinafter referred to as the "Website", is an Internet gateway accessed online at www.wildtokyo.com. It has all relevant information about WildTokyo activities and used by the Company to provide services to its account owners.

1.6 Please mind the fact that each game at WildTokyo has its own rules and conditions.

1.7 You can read the terms and conditions of every bonus and promotion in the "Promotions" section of the Website.

1.8 Users must use all the services provided by the Company in accordance with the Terms and Conditions and applicable restrictions.

1.9 The text of the Terms and Conditions is in English, which has legal force. The translation of the Terms and Conditions into any other language is carried out for information purposes only. In case of any inconsistency or discrepancy between the English language text and any other language version, the text of the Terms and Conditions in English shall prevail.

1.10 If you do not agree to accept and follow all the Terms and Conditions, please refrain from opening an account and/or using the Website. Continue of usage of Website services will approve your acceptance of the Terms and Conditions of Wild Tokyo.

2. Create An Account

2.1 Before you start playing or using our services, you must register a player account at our Website.

2.2 You can create an account at www.wildtokyo.com in several ways:

- by pressing Registration button and following the on-screen instructions;
- by using other means proposed by WildTokyo from time to time.

2.3 Your account will be managed by WildTokyo and/or its affiliate and/or another company you entered into the contract with.

2.4 You must provide us with correct personal data during registration, which includes your name, surname and date of birth, as well as contact details, address, phone number, and email (hereinafter referred to as the «Personal Data») and keep your details up-to-date.

2.5 The finance department may postpone processing a withdrawal request due to additional verification.

2.6 By creating your account, you guarantee the following:

- You understand and accept the existing risks of losing your money by using the services of the Website;
- You are at least 18 years old. If you are under 18, please close our Website;
- You are over the legal gambling age in your jurisdiction;
- Gambling is not prohibited in your jurisdiction;
- You can enter into contracts under the laws of your jurisdiction;
- You are not banned from gambling;
- Your account hasn't been deleted for the following reasons: conspiracy, fraud, criminal activity, violation of the Terms and Conditions, or the Responsible gaming clause.

2.6.1 To prevent fraud and to add an additional layer of security to your transactions, Wild Tokyo performs identity verification and payment authentication:

- An account owner must complete the account verification before withdrawing funds. This could be done by uploading requested documents on the Wild Tokyo website, or by sending an email directly to the financial department: kyc@wildtokyo.com;
- All the documents must be provided within 30 (thirty) calendar days after the withdrawal request is made. We will make reasonable efforts to try to contact you by email, regarding account verification. If you fail to verify your account in established time, winnings will be confiscated and your account will be permanently closed due to failed verification procedure;
- The account verification can take up to 72 hours from the receipt of the necessary documents sent by e-mail to: kyc@wildtokyo.com. Monday – Friday, 09.00-18.00 (GMT+2).

2.7 In some cases, the Wild Tokyo Risk Department has the right to request video verification from the player via Skype:

- until the player does not pass the verification procedure by calling Skype at an agreed time with the representative of the Risk Department with possibility to re-schedule up to 3 times in case of events outside of the player's control, the Site Administration reserves the right to close the account. The player has no right to refuse Skype Call Verification. If the player refuses to pass Skype Verification, then the Site Administration classify it as a failed verification. In this case, all the winnings will be confiscated, and the account will stay closed without permission to reopen.

2.8 When creating an account, your personal data must be accurate and, where necessary, kept up to date, such as name, address, email address, etc. You're not allowed to create multiple accounts: only 1 account per person. You're not allowed to create an account for any other person, family member, household/address (mail or IP), email, or device. Any other accounts besides your main Wild Tokyo account are considered duplicates. The Casino reserves the right to block multiple accounts without notice.

If we decide to delete a duplicate account:

- all bonuses, free spins, and winnings that you received by using this account will be canceled;
 - the Company has the right to confiscate deposits that were made with a duplicate account.
- Any of your accounts (both main and duplicate) can be used to withhold deposits;

2.9 When it comes to gambling laws, they differ from country to country. The following is a list of countries where online gambling is illegal, so you cannot create an account at Wild Tokyo: Portugal, Turkey, Russian Federation, Belarus, UK, USA, Netherlands, Ukraine (including temporarily occupied territories), Slovakia, Curacao, Aruba, Sint Maarten, Singapore, Afghanistan, Iran, Iraq, Israel, Republic of Moldova, Romania, France, Bulgaria and North Korea, Armenia, Azerbaijan, Bahrain, Bangladesh, Bhutan, Brunei, Cambodia, China, Cyprus, Georgia, India, Indonesia, Iran, Iraq, Israel, Japan, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Lebanon, Malaysia, Maldives, Mongolia, Myanmar, Nepal, North Korea, Oman, Pakistan, Palestine, Philippines, Qatar, Saudi Arabia, Singapore, South Korea, Sri Lanka, Syria, Taiwan, Tajikistan, Thailand, Timor-Leste, Turkey, Turkmenistan, United Arab Emirates, Uzbekistan, Vietnam, Yemen, Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cabo Verde, Cameroon, Central African Republic, Chad, Comoros, Congo, Djibouti, Egypt, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Rwanda, São Tomé and Príncipe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Tanzania, Togo, Tunisia, Uganda, Zambia, Zimbabwe, Argentina, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay, Venezuela.

Wild Tokyo has the right to suspend any account created by residents of these countries, as well as to cancel deposits and bets.

2.10 Some game providers may restrict certain games from being played in certain countries.

2.11 NetEnt will not permit NetEnt Casino Games to be supplied to any entity that operates in any of the below jurisdictions (irrespective of whether or not NetEnt Casino Games are being supplied by the entity in that jurisdiction) without the appropriate licenses. Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Sweden, Switzerland, United Kingdom, United States of America.

2.12 All NetEnt Casino Games may not be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia, France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia, Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Portugal, Romania, Singapore, Sweden, Switzerland, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America, Yemen, Zimbabwe.

2.13 The followed NetEnt Braded Games have some further restrictions in addition to the Blacklisted Territories set out above:

2.13.1 In addition to the jurisdictions set out in paragraph 2.11., Planet of the Apes Video Slot must not be offered in the following territories: Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine.

2.13.2 In addition to the jurisdictions set out in paragraph 2.11., Vikings Video Slot must not be offered in the following jurisdictions: Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey, Ukraine, United States of America.

2.13.3 In addition to the jurisdictions set out in paragraph 2, Narcos Video Slot must not be offered in the following territories: Indonesia, South Korea.

2.13.4 In addition to the jurisdictions set out in paragraph 2, Street Fighter Video Slot must not be offered in the following territories: Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

2.13.5 In addition to the jurisdictions set out in paragraph 2, Fashion TV Video Slot must not be offered in the following territories: Cuba, Jordan, Turkey, Saudi Arabia.

2.14 Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse, and The Invisible Man) may only be played in the following territories: Andorra, Austria, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Cyprus, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Russia, San Marino, Serbia, Slovakia, Slovenia, Turkey, and Ukraine.

3. Wild Tokyo Account Management

3.1 Wild Tokyo may at its discretion at any time:

- reject a user's request to create a Wild Tokyo account;
- block an existing Wild Tokyo account without notice;
- reject deposits without explanations;
- request additional documents at any time to verify the identity of an account owner. The Company has the right to suspend the account until the user provides necessary documents;
- suspend or block access to the services of the Company, confiscate funds from the player's balance if the same payment details are used with another account.
- store and manage users' funds in accordance with generally accepted financial management principles for such funds;
- block a Wild Tokyo account, confiscate funds or reject claims if an account owner directly or indirectly violated the Company's corporate policy published on the Website or is caught or suspected of conducting illegal activities on Wild Tokyo (violated a law in vigor or other regulations, the rights of a third party);
- suspend or block access to some or all games, promotions, prize drawings, or other services, if there's a legitimate reason to believe that a Wild Tokyo account is used, has been used, or will be used to carry out fraud or any other illegal activities;
- suspend or block access to the services of the Company, confiscate funds if there are reasons to believe that a user is cheating or attempting to harm (in any way) the client base or the Wild Tokyo software;
- suspend or block access to the Website if there are reasons to believe that a user is using AI to play on the Website or trying to team up with another player or group of players. By registering on the Website, a user agrees to play in accordance with the principles of fair play, otherwise, he will have an undeniable advantage in a game over other players.
- timely suspend or block the Account Holder participation in the Services, forfeit or confiscate funds available on the Wild Tokyo Account if its Holder is found cheating. Also it can happen if Wild Tokyo administration has the reasons to believe that the Account Holder has used a system (including machines, robots, computers, software or any other automated system), that is designed to defeat or capable of defeating the Client Application and/or Software.

3.2 WildTokyo guarantees:

- safe and proper management of user funds;
- collection, storage, and management of personal data of users in accordance with the Information privacy law;
- storage of user funds in a separate bank account.

3.3 WildTokyo is not a financial institution and does not charge interest on registered user accounts.

3.4 You're not allowed to create multiple WildTokyo accounts: only 1 account per person. If a user has violated this condition, WildTokyo has the right to block and/or delete duplicate WildTokyo accounts, confiscate or redirect all funds to the main WildTokyo account. Any bonuses of duplicate WildTokyo accounts will be confiscated.

3.5 It is prohibited to disclose your account data to third parties, sell or transfer access to the account, or buy access to another account.

3.6 It is prohibited to transfer funds from one account to another.

4. Responsible Gaming. Account Settings

4.1 Account settings allow an account owner to:

- block access to the Website for a certain period of time.

4.2 For players who wish to control their gambling activity, we offer a temporary account suspending, known as "Take a break" setting. This allows you to suspend your account on the website for a minimum of 24 hours. After enable this setting to your account, you will receive an email from support@wildtokyo.com, and you won't be able to reactivate your account under any circumstances until the chosen period expires. When the suspending period ends, you will receive a notification email, and your account will be automatically reactivated.

4.3 The "Take a break" setting allows you to get only "View" access to your account, however all the Website's functions will be disabled for you.

4.4 The "Take a break" setting can be enabled, only if you do not have any withdrawal requests in the course of processing.

4.5 If WildTokyo has reason to believe that gambling can ruin a person's life socially, emotionally, and financially, the Company reserves the right at our sole discretion to block the user's access to his account.

4.6 Gambling can be addictive. Please remember the following:

- Gambling should be for entertainment, not a way to make money;
- Avoid chasing losses;
- Only gamble with what you can afford to lose;
- Keep track of your gambling time and expenses.

4.7 If you need information about responsible gaming, contact our customer support at support@wildtokyo.com or visit www.responsiblegambling.org for further assistance if you feel that gambling is becoming a problem for you.

5. Active and Inactive accounts

5.1 An account is considered inactive if it hasn't been used for more than 12 consecutive months.

5.2 Wild Tokyo has the right to suspend or delete accounts if:

- a Wild Tokyo account doesn't record any transaction for 12 consecutive months (such accounts are considered inactive. If your account has become inactive, and we tried to get in touch with you, but there was no answer, the Company has the right to delete your account);
- Wild Tokyo administration tried to get in touch with the owner of the inactive account, but there was no answer / necessary payment instructions were not respected.

5.3 If your account has been blocked or deleted, and your account balance is positive, you must contact Wild Tokyo support and, if necessary, provide detailed information to resolve the issue of possible withdrawal of remaining funds.

5.4 The Company has the right to charge a monthly fee for an inactive account of 5 EUR/month (or the equivalent in another currency).

5.5 Any balance on an inactive account received as cashback will be immediately canceled.

6. Chargeback

6.1 According to the following conditions, any laws, regulatory acts, policies, and provisions of the General Terms and Conditions and without prejudice to the Company, Wild Tokyo reserves the right to suspend a Wild Tokyo account for the period needed to fulfill a chargeback request.

6.2 Upon receipt of a chargeback request, Wild Tokyo will send a notification about its processing to the e-mail address indicated in the owner's account. This is to confirm the identity of the account owner, as well as to clarify the payment method used by the owner to deposit or withdraw funds. If, after receiving the notification, the account owner didn't confirm his identity and payment method, Wild Tokyo will send two additional notifications to the e-mail address indicated in the owner's account. A processing fee of 50 EUR will be deducted from the amount to be refunded for each email sent.

6.3 If during the processing of a chargeback request the user account was blocked and the user:

- not logged into his account for 6 consecutive months;

- didn't confirm his identity, payment method, and details for returning unused funds, Wild Tokyo has the right to debit the remaining funds from the inactive account in its favor.

7. Close a Wild Tokyo Account

7.1 The account owner can close his account for indefinite period at any time by sending an email to the Wild Tokyo support: support@wildtokyo.com.

7.2 If you want to close your account due to gambling addiction, or your account was blocked by Wild Tokyo due to fraudulent activities, you agree to never create a new account on this Website. The Company is not responsible for any losses you may incur after opening a new account. We reserve the right to close an account violating these conditions at any time.

7.3 You can close your account only if you do not have funds on the balance and/or there aren't any withdrawal requests in the course of processing.

7.4 If a player closes his casino account due to "problems with gambling" / "loss of self-control over the game" / "gambling addiction", in this case, the player is prohibited from playing on the sites of the casino partners, which are indicated in the license of this casino.

7.5 The player undertakes not to open a new account. The casino is not responsible for opening by you a new account and any losses that you may incur after opening a new account. We reserve the right at any time to close an account that was created in violation of these rules.

8. Deposit Rules

8.1 Any financial transaction (balance replenishment/money transfer, etc.) via a Wild Tokyo account can be carried out at any time with the help of a Financial Institution or a Payment service provider.

- Method, conditions, availability, and duration of monetary transactions on the account depending on the time required to perform these transactions, as well as on the country of residence of a user and a financial institution used for these transactions.

8.2 Wild Tokyo has the right to reject a transaction if an account owner did not provide enough evidence to prove his identity, age, location, and ability to pay.

8.3 Wild Tokyo transfers all funds received from an account owner to his Wild Tokyo account. All user funds are stored in a bank account separate from that of the Company.

8.4 An account owner can:

- deposit funds to his Wild Tokyo account by using credit cards, bank account, payment systems opened with Financial institutions or its licensees and registered on his own name;
- it is forbidden to provide access to the account to third parties, including for making deposits or withdrawing funds. An account owner agrees that his account is for his own use only;

- an account owner is not allowed to transfer funds from your account to other players or vice versa;
- an account owner is not allowed to use third-parties payments to deposit funds into his account;
- an account owner is solely responsible for compliance with the above obligations.

8.5 Wild Tokyo has the right to reject a bet if the name of the account owner from which funds are transferred differs from that indicated in the personal/contact information of the account owner and there is insufficient evidence that this account really belongs to the account owner.

8.6 Wild Tokyo does not interfere with the balance of a Wild Tokyo account owner unless it is necessary to:

- debit a Wild Tokyo account for a bet made, to be made, or about to be made by its owner during a game;
- initiate a chargeback by request of a Wild Tokyo account owner;
- pay basic bank fees for deposits and withdrawals.

8.7 The balance on your Wild Tokyo account may become negative if you have sent a chargeback request to a Financial institution and it has been approved.

8.8 If an account owner requests a withdrawal of funds he deposited or received from the Company as real money, but never used in games, Wild Tokyo will reject this request to prevent money-laundering.

8.9 Wild Tokyo has the right to determine maximum and minimum deposit amounts depending on the payment method chosen by a user.

8.10 Some countries may ban gambling and classify gambling games as illegal. If you are a resident of these countries, please stop using the Website immediately. Users are responsible for their actions or conduct on the Website in accordance with applicable laws.

8.11 Wild Tokyo prohibits the use of the Website for money laundering. The Company has the right to block any suspicious transactions and notify the relevant authorities about them.

8.12 Wild Tokyo undertakes to check transactions of all users to prevent money laundering.

8.13 A user is fully responsible for paying and performing the necessary tax checks, as well as for paying all necessary taxes associated with winnings, prizes, his account and activities on the Website.

8.14 A user confirms that he's the legitimate owner of the money he deposits and that the money is not tainted with any illegality and does not originate from any illegal activity or source. A user undertakes to use only those funds in the Casino that were obtained legally.

8.15 When you use G2A Pay services provided by G2A.COM Limited (hereinafter referred to as the "G2A Pay services provider") to purchase on our website, responsibility for your purchase will first be transferred to G2A.COM Limited before it is delivered to you. G2A.COM is becoming a Merchant of Record over your purchase. G2A Pay services provider assumes primary responsibility, with our assistance, for payment and payment-related customer support. The terms between G2A Pay services providers and customers who utilize services of G2A Pay are governed by separate agreements which can be found under the link <https://pay.g2a.com/terms-and-conditions> and are not subject to the Terms on this website.

8.16 To proceed with the payment transaction, you temporarily entrust the G2A.COM with the subject of the transaction, and G2A.COM takes responsibility for the product and the transaction processing.

8.17 With respect to customers making purchases through G2A Pay services provider checkout, (i) the Privacy Policy of G2A Pay services provider shall apply to all payments and should be reviewed before making any purchase, and (ii) the G2A Pay services provider Refund Policy shall apply to all payments unless notice is expressly provided by the relevant supplier to buyers in advance. In addition, the purchase of certain products may also require shoppers to agree to one or more End-User License Agreements (or "EULAs") that may include additional terms set by the product supplier rather than by Us or G2A Pay services providers. You will be bound by any EULA that you agree to.

8.18. You are responsible for any fees, taxes or other costs associated with the purchase and delivery of your items resulting from charges imposed by your relationship with payment services providers or the duties and taxes imposed by your local customs officials or other regulatory body.

8.19 For customer service inquiries or disputes, You may contact us by email at support@wildtokyo.com.

8.20 Questions related to payments made through G2A Pay services provider payment should be addressed to paymentissue@g2a.com.

8.21 Where possible, we will work with you and/or any user selling on our website, to resolve any disputes arising from your purchase.

9. Withdrawal Policy

9.1 Withdrawal from the gaming account can be made in any way available at the Casino website at the time of replenishment.

9.2 The Casino reserves the right to transfer funds in a way different from the payment method specified by the Gambler.

- When verifying your account you must provide the following documents:

- copy of your passport or driver's license in color with valid expiration date;
- copy of the credit/debit card in color that was used to replenish the balance (both sides). It is necessary to hide the middle 8 digits of the card and the CVV code
- screenshot of your bank account with the following information:
 - Bank account number / IBAN
 - Bank ID / BIC
- full address of the recipient party (zip code, street, city, country)
- screenshot of your electronic wallet, that was used to replenish the balance (with wallet number and personal data page)
- if necessary, your selfie with a passport or driver's license in hand
- copy of the utility bill (not older than 3 months), which clearly shows the name and address of residence
- We may occasionally request additional information or details regarding any deposit made by you.
- All withdrawal requests are processed by the Financial department only after the successful identity and account verification, on Monday – Friday 9.00-18.00 (GMT+2).
- Wild Tokyo is not responsible for non-compliance with the withdrawal terms for technical reasons beyond the control of the Casino.
- Wild Tokyo has the right to determine its own payment and withdrawal terms and maximum and minimum withdrawal amount for each procedure, which may differ depending on the withdrawal method, account status, and other possible factors affecting the withdrawal process.
- There is a limit of 3 simultaneous withdrawal requests. The maximum withdrawal limits per transaction / in 24 hours/ month are determined as follows:
 - per transaction: 500 EUR or equivalent in other currency
 - in 24 hours: 500 EUR or equivalent in other currency
 - per month: 15000 EUR or equivalent in other currency

9.2.1 All requested documents by our financial department that are required for the verification of your account should be sent via email to: kyc@wildtokyo.com.

9.3 Wild Tokyo may, at its discretion, choose a Payment service provider to perform certain procedures concerning deposits, withholding, and managing funds and/or to facilitate the withdrawal process from Wild Tokyo accounts.

- request a withdrawal of funds from his Wild Tokyo account only to his personal account opened with Financial institutions or its licensees;
- for bank transfers the minimum withdrawal amount is 100 EUR or equivalent in other currency;
- for crypto methods the minimum withdrawal amount is 50 EUR or equivalent in other currency;
- for other payment methods the minimum withdrawal amount is 20 EUR or equivalent in other currency;
- withdrawal can only be made using the same method that you used to add funds to your account. Therefore, you must ensure that payment details meet the requirements of a respective payment system. If a payment system is not available for withdrawal for any reason, the Casino has the right to choose a withdrawal method at its sole discretion;

- The Casino has the right to determine its own payment and withdrawal terms and maximum and minimum withdrawal amount for each procedure, which may differ depending on the withdrawal method, account status, and other possible factors affecting the withdrawal process.
- If the amount of bets from the player's real balance at the time of application for withdrawal is less than three times the deposit, the Company has the right to withhold a commission of up to 15% of the withdrawal amount. The commission is deducted from the player's real balance.
- The financial department has the right to refuse to withdraw funds with a charge of 15% of the withdrawal amount and ask the player to finish the necessary wagering.
- an account holder is fully responsible for providing the Wild Tokyo administration with accurate payment details to request withdrawals or refunds;

9.4 Withdrawal is carried out by transferring funds to the bank account of a Wild Tokyo account owner if he made such a request. Wild Tokyo has the right to limit the maximum withdrawal limit per transaction / in 24 hours/month for Wild Tokyo account.

9.5 To withdraw funds, you must perform the following steps:

- Select Withdraw funds in the appropriate section of your Wild Tokyo account.
- Choose a suitable withdrawal method.
- You may be asked to provide the necessary personal data to confirm your identity, ownership of the account, and the amount required for withdrawal.
- After clicking on the "Confirm" button, you will see a notification confirming the withdrawal request.
- Withdrawal can only be made using the same method that you used to add funds to your account. There may be restrictions on withdrawals. Wild Tokyo may require additional information to confirm your identity and account to be credited (selfie with passport/credit or debit card, etc.).

9.6 Wild Tokyo reserves the right to charge a processing fee for withdrawals.

10. Refund Policy

10.1 A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account.

10.2 No refund can be initiated once the alleged deposit (including the all forms of bonus) has been played using the services provided by the Company.

10.3 If you have funded your account with a Credit Card we reserve the right to pay all withdrawal requests up to the total amount deposited as refunds against the purchases you have made. If your withdrawals exceed the total amount deposited, any excess amount will be paid to you via one of our alternative methods available.

10.4 Before a refund is processed all bonuses and winnings in your balance will be deducted before calculating the amount to be refunded.

10.5 In case any Credit Card purchases are considered to carry an unacceptable risk for security or legal reasons either by our Payment processors or by the Casino, we will initiate refunds for all such transactions back to the Credit Card, and notify all the appropriate authorities and parties.

10.6 If the client initiates the "deposit refund", in this case, the funds will be returned to the client within 7 working days, after the client has requested a refund by e-mail to: kyc@wildtokyo.com Monday - Friday 9.00-18.00 (GMT+2), as well as the confirmation of the request from the financial department side.

10.7 We reserve the right to withhold any refund or reverse transaction until the identity of the Player Account User is adequately established to our satisfaction. You agree to provide, in case We demand, your Identity Document (Passport, Driving Licence, Identity Card) and any Proof of Address you may provide (Utility Bill, Rental Agreement, etc.), also, Verification of your Payment Method Ownership may be required. If such documentation is not provided within ten (10) days of our request, then such refund or reverse transaction shall not be effected.

11. Anti-Money Laundering Policy

As soon as the Player opens an account with Wild Tokyo Casino, the Player is agreeing to abide by all the rules and regulations relating to anti-money laundering that are in place. In short, the Player binds himself not to use funds that are, in any way whatsoever, the proceeds of crime.

Players may not use Wild Tokyo Casino's services in any way directly or indirectly associated with money laundering.

If the Player does not respect these rules and regulations, then Wild Tokyo Casino may suspend the Player's Account pending investigation.

Registration of players

The process for the registration of players is provided under the Terms and Conditions.

Before any opening of an Account, there must be registered by the Players which involves the provision of accurate details to Wild Tokyo Casino. It is the Player's responsibility to immediately provide Wild Tokyo Casino with updated information to any information/documentation provided at the initial Account opening stage. Wild Tokyo Casino has the discretion to verify the creditworthiness of a Player with third parties who previously provided any information on the Player.

Upon Registration, the Player must fill in all the information requested, and it is the Player's responsibility to ensure that the information provided is complete and accurate.

Wild Tokyo Casino reserves the right to carry out verification procedures. In case Wild Tokyo Casino suspects that the Player provided false information, we are entitled to close and block the Player's access to the Account.

The Player has the responsibility to inform Wild Tokyo Casino of any updates or changes to his information.

If Wild Tokyo Casino becomes aware that a person has provided false information We will immediately cancel that person's registration as a Player with Wild Tokyo Casino and close his Account.

No person under eighteen years of age (or the applicable majority age in that person's jurisdiction) may be registered as a Player and any funds deposited or any money won by any such persons shall be forfeited to the Regulatory Authority.

Wild Tokyo Casino shall, always, keep a secure online list of all registered Players. Anyone individual can only register a single Account with Wild Tokyo Casino and multi-account practices are strictly prohibited.

Anonymous Accounts

Wild Tokyo Casino shall not open anonymous Accounts or Accounts in fictitious names such that the true beneficial owner is not known.

Examination of transactions

Wild Tokyo Casino reserves the right to monitor all the transactions to prevent money laundering. Furthermore, Wild Tokyo Casino reserves the right to examine with special attention, and to the extent possible, the background and purpose of any complex or large transactions and any transactions which are particularly likely, by their nature, to be related to money laundering or the funding of terrorism.

Payments of winnings

A Player requesting the first withdrawal following registration shall be required to verify his identity through the submission of a copy of an identification document. The withdrawal request shall not be acceded to by Wild Tokyo Casino before receipt of a copy of this document from the Player.

In all cases, Wild Tokyo Casino reserves the right to suspend a cash-out request pending verification of the Player's identity, age, and location.

Payments of winnings or refunds shall be transferred back through the same channel from which the Player had made the original transfer in the first place. Where this is not possible, the Player shall be requested to provide an alternative channel together with sufficient proof that such channel relates to the Player. It shall be within the Wild Tokyo Casino's sole discretion to

determine whether proof provided by the Player is sufficient or not. Wild Tokyo Casino may, in its sole discretion and accordance with the licensing compliance rules and an internal risk assessment, require the first payment of winnings for the Player being released as the bank transfer wire to complete the KYC verification checks.

All withdrawals from Players must be thoroughly checked as per our payout management procedures before being processed. When it becomes evident that a player never had the intention to carry out any betting activity with us, the Player should be informed that funds will not be processed until his identity, age, and place of residence is proven beyond doubt and/or a period of at least three months has elapsed from when the deposit was made.

Acceptance of wager

Wild Tokyo Casino shall not accept a wager from a Player unless— an Account has been established in the name of the Player and there are adequate funds in the Account to cover the amount of the wager, and the funds necessary to cover the amount of the wager are provided in an approved way.

AML Procedures

To reduce the possibility that our operation is used to launder money:

Only bets from known individuals are accepted;

Cash deposits or withdrawals are not accepted;

We reserve the right to limit bets without prior notice;

Betting activity will be monitored for irregular patterns;

All withdrawal requests will be manually checked to ensure withdrawals are always paid out to the same account used to deposit whenever possible;

Players who deposited but did not place any bets, or only made a deposit to receive free spins, cannot withdraw any money from their casino account;

A player always needs to have placed at least his deposit amount in bets before he or she is able to withdraw the money.

Wild Tokyo Casino shall not make a payment which results in an excess of two thousand Euro (€ 2,000) gained within 24 hours or a payment which results in an excess of two thousand three hundred Euro (€2,300) cumulated of all payouts requested by a Player from the moment of registration, being withdrawn out of a Player's Account to a Player until the Player's identity, age and place of residence have been verified.

Cash

Wild Tokyo Casino cannot accept cash from players and funds may be received from players only by any of the following methods:

I. credit cards;

II. debit cards;

III. bank transfer;

IV. e-wallets.

Reporting to authorities

Wild Tokyo Casino reserves the right to report suspicious transactions to the relevant authorities.

12. Disclaimer of Liabilities

12.1 A user shall be fully responsible for any activities undertaken on his Wild Tokyo account, including participation in games. The Website and Games are provided without any warranties, express or implied.

12.2 The company, its directors, employees, partners, service providers:

- do not guarantee that the software or the Website are consistent with that purposes, which they can be used with;
- do not guarantee that the software and Website do not and will not have any errors;
- do not guarantee that the Websites and Games will be smooth accessible;
- are not responsible for any loss, costs, expenses, or damages, whether direct, indirect, special, consequential, incidental, or otherwise, arising in relation to your use of the Websites or your playing the Games.

12.3 You agree to respect the security of the company, its directors, employees, partners, and service providers and protect them from any cost, expense, loss, damages, claims, and liabilities however caused that may arise in relation to your use of the Website or participation in the Games.

13. Collusion, Cheating, Fraud and Criminal Activity

13.1 Regarding to the company and during the usage of services, provided by Wild Tokyo, users are prohibited from:

- abusing of bonuses or other promotions;
- chargeback/refund/recall procedures with a credit card or other payment methods after deposit was used;
- using unfair external factors and influences on the game result (often known as cheating);
- using unfair advantages;
- opening and using any extra Duplicate Accounts;
- Implementation of fraudulent and criminal activities (as defined in paragraph 13.4) They constitute «Prohibited Practices» and are not permitted. Wild Tokyo will take all reasonable actions to prevent and detect such practices and to identify the relevant players concerned if they do occur.

13.2 You agree that you shall not participate in any form of Prohibited Practice or be connected with them in connection with your access to or use of the Services. You are responsible for the fairness of your gaming process. You also agree that you will report to the Wild Tokyo administration about attempts to collude, take unfair advantage, or conduct criminal activities of other players if you become aware of them.

13.3 In the case, if:

- we have strong reasons to believe that you have taken part in or have been connected with any form of Prohibited Practice (any fraud, cheating, collusion, and else Prohibited Practice);
- you have made bets or played online games with any other online gambling services provider and, as a result of your activity on that services, you were suspected of taking part in any Prohibited Practice or other improper activity;
- you have «charged back» or denied any of the purchases or deposits that you made to your account;
- you are classified as bankrupt or suffer from analogous proceedings anywhere in the world.

Wild Tokyo has a right to withhold the whole balance or part of it, to recover from the account the amount of any deposits, payments, bonuses, or winnings, if we have a reason to believe that they have been affected by any of the paragraphs, mentioned above.

13.4 By «fraudulent practice» we mean any fraudulent activity which is/were implemented by you or by any other person (or even group of persons), who did it using your name and account, or who acted in collusion with you.

13.4.1 Fraudulent practice includes:

- fraudulent activities related to charge-backs and rake-back;
- the usage of a stolen, cloned, or otherwise unauthorized credit or debit card, as a resource of funds;
- the Account Holder`s collusion with other users for getting an unfair advantage (including through bonus schemes or similar incentives offered by us);
- trying to use false or misleading information in registration of account;
- any illegal in any applicable jurisdiction act, which you have done or tried to do. The fraudulent practice also includes unfaithful acts or those, which were made to defraud us and to circumvent any contractual or legal restrictions (whether such act actually causes us any damage/harm or not).

13.4.2 Unfair advantage includes (but is not limited by):

- the exploitation of a fault, loophole, or error in our software or software of any third party's, if you have exploited it for getting an advantage;
- the usage of automatic players ('bots') or other third-party software or analysis systems aimed at forecasting game results or influencing on it;
- the exploitation of an error on the Website or mistake in General Terms and Conditions by you to get the advantage of you or to the disadvantage of us or any third party.

13.4.3 Bonus Abuse includes (but is not limited by):

- a violation of Terms and Conditions of a bonus, free spins, or any other our promotional offer;
- the creating of duplicate account (or several accounts) for getting multiple bonuses;
- Delaying game rounds in any game, including free spins and bonus features, to a later time usage, when player has no wagering requirements;

- Leaving bets on a table games, and returning to the game after bonus wagering has been completed;
- Playing games with bonus money to build up in-game value, and then cash out on the built-up value during real-money play;
- Wild Tokyo reserves the right to further explore the issue of bonus abusing and charge the amount of winnings (with using of bonus) from the account of a user, if the rules violation was detected.
- In the case, if Wild Tokyo administration has a strong reason to suspect the Account Holder in bonus abusing (either on their own or as part of a colluded group), Wild Tokyo reserves the right to:
 - to annul the bonus received by Account Holder and to cancel any winnings from that bonus;
 - to block the bonus offer for the Account Holder;
 - block access to particular products;
 - to block the participation of Account Holder in any future promotional offers;
 - to block immediately the Account Holder's account.

14. Closure of the Account

Closure and Termination by You

14.1 If there is no debt to us or any other Third side, you can close Your Account and terminate the Terms of Use on not less than twenty-four hours' notice to us at any time. You can contact our Customer Services Department via email support@wildtokyo.com for noticing us about your decision.

14.1.1 In a request for closure of the account you may mention:

- the objective of your request (closure of the account);
- your login on the website;
- the reason for your decision (in particular if you are going to close your account because of concerns over the level of Your use of the Services. We will reply to your request after getting it. There will be a confirmation of the closure of the account and the date when this closure will be effective. Account Holder, for his part, commits to continue to assume responsibility for all activity on Your Account until such closure has been carried out by us (at which point the Terms of Use shall terminate).

14.2 Wild Tokyo reserves the right to withhold any funds on your account during its closure or after it. Funds may be withheld, if:

- there is a debt to us or any other Third side (related to your account);
- you are suspected by us of collusion, cheating, fraud, money laundering, or other criminal activities.

14.3 In some cases, we can open your account again after its closure if you asked us to do it again. For opening an account again we will use that information about your identity and payment methods, which were mentioned in your previous (closed) account. The Terms of Use

will be in force at the date of any such re-opening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid.

According to the request to the e-mail address kyc@wildtokyo.com about the return of funds from your account, the Casino Administration has the right to request from the client all the necessary documents for the verification procedure of the account, user, payment method at its discretion, to identify the user as a player.

Funds will be returned to the client only after the verification and identification procedure by paragraph 7.6.

Closure and Termination by us

14.4 Wild Tokyo, in its turn, reserves the right to close your account at any time and terminate the Terms of Use and send you a written notice about it by using contact details in your account. In the event of any such termination by us, we shall as soon as reasonably practicable following a request by You, refund the remain balance of Your Account.

14.5 Any outstanding balance in your account will be returned to you after an account closure. You will get back your funds from the account if there is no debt to us or any other Third side (debt, related to your account).

14.6 In that case, if we should close your account because of collusion, cheating, fraud, money laundering, other criminal activities, or breaching of the Terms of Use, which damaged us or any other Third side, the balance of Your Account will be non-refundable and deemed to be forfeited.

Suspension by us

14.7 Wild Tokyo reserves the right to suspend your account in the circumstances, which were expressly set out in the Terms of Use. If the suspension of your account came into effect:

- all activities using the suspended account will be suspended also (including deposits, withdrawals, betting, or gaming). User will be able to act with using his account again in the day when we activate his account;
- any bonuses or contingent winnings will not be credited to the account;
- we will consider the reason which forced us to suspend your account. We will try to resolve this issue at a reasonable time so that the account can be activated again or closed if necessary.

14.8 Wild Tokyo reserves the right, at its own discretion, to void any winnings, to forfeit any balance (winnings and deposits) in your Wild Tokyo account, to cancel any bet, to terminate the Agreement, and to suspend for Account Holder the usage of Services or deactivate his/her account if:

- we have a reasonable ground to suspect that the Account Holder used forged documents (photos, scanned documents, screenshots, etc.) during the verification process or at any another moment the Agreement is active;

- you are suspected by us in bonus abusing or just in attempting bonus abusing (on your own or as a part of a colluded group);
- you are suspected in any fraudulent, collusive, fixing, or other illegal activities regarding Wild Tokyo or any other Third parties;
- we have a strong reason to believe that you use any software-assisted methods or techniques or hardware devices during your gambler/gaming process using the services provided by Wild Tokyo.

14.9 In case of any violation of the rules during using the site and its services, or in case of any suspicion of fraud and other illegal actions from the player's side, the Operator has the right to close the existing player's gaming account and to follow a message to the player about the account closure. In regard to any alternative dispute resolutions, the Wild Tokyo administration is ready to provide the necessary information indicating the reasons to the Third parties involved in resolving the dispute.

- If Wild Tokyo administration makes a decision to close the user's account or if the user on his own make such decision and send an appropriate request to Wild Tokyo Customer Service Department, the full balance will be paid out unless the user is not suspected in any illegal and/or forbidden (e.g. Arbitrage, etc.) activities.

15. Access to the Services and Usage of Them

15.1 You assume responsibility for the quality and speed of Internet connection, which you are provided with. Also you are responsible for quality of the telecommunications networks, all your access devices and all the equipments, that you need to use for getting access to the Services. We will not be liable in any way for any losses damage caused to you as a result of technical issues, connected with Internet connection, telecommunications networks, your access device or other equipment you used for getting access to the Services. Wild Tokyo is not responsible and does not guarantee compatibility of services, that we provide, with any particular third-party software or hardware (including any external programme, used for forecasting the game results or influencing on them).

15.2 Using Services, provided by Wild Tokyo, in defamatory, abusive, obscene, unlawful, or a racist, sexist, or other discriminatory nature is strictly prohibited. Users also must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person (including other users and Wild Tokyo administration).

15.3 You agree that you will use the Website for personal entertainment only. It is prohibited to provide access or reproduce the Website or any part of it in any form whatsoever without our express consent, including creating links to it.

15.4 You are responsible for any content, which you upload on the Website. If you upload any such content on the Website, you guarantee that:

- you have obtained all necessary approvals, consents, licences and permissions, which are needed for obtaining this content and uploading it on the Website;
- reproducing of this content will not infringe the copyright, trademark, confidential information, or any other intellectual property rights whatsoever of any third party;
- the uploaded content will not include any material, which will be in breach of paragraph 12.2 and paragraph 12.3;
- the uploaded content complies with all laws and regulations (including, in particular, those relating to data protection and privacy);
- the Operator has a right to use uploaded content at its own discretion.

15.5 You upload all materials on the Website at your own risk. You are responsible for all risks that can be caused by content uploading. Wild Tokyo is not responsible for consequences and results (any loss of data or other damage) caused by any such uploading.

15.6 If there is a strong reason to believe that your uploading of content (or using a Website generally) is in breach of any paragraphs 12.2, 12.3, 12.4, or 12.5, Wild Tokyo reserves the right to remove from the Website any offending content immediately and without any notice and explanation.

16. Changes of the Website

We reserve the right, at our own discretion, alter or amend any product or service (including any pricing policies) available through the Website. Changes can be made at any time, but without prejudice to any games and/or bets already in progress at the time of such amendment. We may limit periodically your access to some parts of the Website to maintain the Website / to make changes in it / to amend any game or product, provided by the Website.

17. Third-Party Software

17.1 Software may be needed to download and install to your access Device for making the use of the Website possible for you. Software may include (but is not limited to): Access Device applications, our downloaded Casino products, any promotional, marketing, or facility applications, products, and software.

17.2 In such circumstances, you may be required to enter into a separate agreement with the owner or licensor of such Software in respect of Your use of the same (a "Third-Party Software Agreement"). In that case, if the third-party agreement contravenes the Terms of Use, the Terms of Use will prevail.

17.3 You are responsible for ensuring that any Software is downloaded on your access device in a manner compatible with your own access device-specific set-up. We are not responsible for damaging your device, which can be caused by downloading any third-party software.

17.4 Any application, which is downloaded or installed on Your Access Device, shall confirm not only the agreement between you and the provider of this application, but also it shall confirm the agreement between you and Wild Tokyo.

18. IT Failure

If there are problems with the software or hardware, which we use for providing the Services, we will take all reasonable measures to remedy the problem as soon as reasonably practicable. If the technical issue causes the interruption of the game process (in the case, when you lost your progress and the game cannot be restarted from exactly the same position), we will treat each case individually and in a fair manner (including possibility of reinstating the balance on users account, recovering of the last bet or game, etc.). But if we have a reason to believe that you deliberately use a technical error, loophole or error in our or any third party's software, used by you in connection with the Services, for getting the advantage or disadvantage, Wild Tokyo does not take any responsibility and reserves the right not to compensate or refund players.

19. Errors and Omissions

19.1 When using the Services you may have a situation, when we accepted a bet or wager, or made a payment by mistake. A list of such circumstances is (but is not limited):

- if we misstate any odds or terms of a bet or gaming wager to you as a result of obvious error or omission in inputting the information or setting up a market, or as a result of a computer malfunction;
- if the amount of received winning is incorrect (including that cases, when it happens because of the mistake in Users guide or technical failure).

19.2 Wild Tokyo reserves the right to:

- correct any errors, which are related to placed bet, or error connected with Operator;
- at its own discretion, not to compensate for funds, which were lost as a result of such errors.

19.3 You are also responsible for controlling the availability and results of such mistakes and errors. If you have received funds on your account by mistake, it is your responsibility to inform us about it and return the money to the company. In the case, if there are reasons to think that we have transferred money to you by mistake, we reserve the right to request from you the information about the receiving of these money. We commit to make all reasonable steps for detection of the error and inform you about it as soon as possible.

19.4 We (including our employees and agents), our partners or suppliers are not responsible for any losses (including loss of winnings), that happened as a result of any our or your error.

19.5 If you become aware of any error connected with Services, provided by us, You shall inform us about it as soon as possible.

19.6 Wild Tokyo reserves the right to cancel any bet / withhold any winnings, if they were made or were gotten by using the funds, which we transferred to you by mistake. If there are money,

transferred by mistake on your account, you shall repay it to us immediately or after our requesting.

20. Exclusion of Our Responsibility

20.1 You understand and take all risks, which can be caused by using our Services and gambling whatsoever. We are not responsible for any attempts by you to use the services by methods, means or ways, which were not intended by us.

20.2 Wild Tokyo provides the services, based on a professional approach and caring for users, but we can not give other guarantees about products and services, which can be connected with our Services. Particularly, we can not guarantee that the Website will be available continuously or that there will not be any bugs, viruses, or other errors.

20.3 We (our group companies, affiliates, officers, directors, agents, and employees) are not responsible to the users for the following items, whether the liability is provided for by contract (or other documents) or not:

- loss of data;
- loss of benefit;
- loss of revenue;
- loss of Business Opportunity;
- loss of or damage to goodwill or reputation;
- business interruption;
- any loss or damage (indirect, special, or consequential), even where such loss or damage has been notified to us as being possible, arising out of the Terms of Use or any use whatsoever by You of the Services.

21. Breach Of The Terms Of Use

21.1 You agree that you will fully indemnify, defend and hold Wild Tokyo and our officers, directors, employees, agents, contractors, and suppliers harmless from and against any and all losses, costs, expenses, claims, demands, liabilities, and damages (including legal fees), however, caused, that may arise, whether or not reasonably foreseeable, as a result of or in connection with:

- the access to the Services and use of it by you or any third person, who used your username and password to login on the Website;
- violation by you of the terms and provisions of the Terms of Use.

21.2 If you violated the Terms of Use, Wild Tokyo administration may at her discretion, before your account suspension or its termination, send you a notification by using your contact details). There may be mentioned that you violate specific term or condition, and there will also be requirement to stop the relevant acting or failure to act, and/or requiring you to put right an act or fault on your part. We may also warn you of actions, that we intended to do in the case, if you do not stop the relevant acting / failure to act / to put right an act / fault on your part.

21.3 In the case, if you violate any of the provisions of the Terms of Use, Wild Tokyo reserves the right to recover from your Account any positive balance to the extent of any amount reasonably claimed against you pursuant to item 18.1.

22. Intellectual Property Rights

22.1 All materials on the Website (design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software, etc.) are subject to copyright and other proprietary rights, which are owned by us or used under licence from third party rights owners. Any material relating to the Services may be downloaded only to one device. Hard copies may be printed solely for your own personal, non-commercial use.

22.2 It is prohibited to use the Services in order to obtain any intellectual property rights, which are owned by Wild Tokyo or by any third party whatsoever. According to Terms of Use, it is allowed to use the Website solely for users own personal, non-commercial purposes.

22.3 User is not entitled to use or reproduce any trademarks or logos, which are used on the Website at all times, except specifically permitted in accordance with the Terms of Use.

22.4 You agree that you will not allow any other person to copy, store, publish, rent, licence, sell, distribute, alter, add to, delete, remove or tamper with the Website or any part of it.

22.5 You agree not to display or use any materials on the Website (such logos, designs, trademarks, and other distinctive brand features) in any manner without our prior written consent.

22.6 All the information (written letters, any attachments, etc.) between Wild Tokyo and you, are strictly confidential. It is intended solely for the addressee and must not be disclosed to any third person. It is strictly prohibited to use, copy or take any other actions for disclosure of this information.

23. Viruses, Hacking and Other Offences

23.1 It is strictly prohibited for users to:

- damage the Website in any way;
- attempt to gain non-authorized access to the Website, the servers on which the Website is stored or any server, computer or database connected to the Website;
- use wrong incorrect information when creating the account and generally regarding to the Company;
- open the duplicate account or more;
- intentionally or accidentally use any features, which may affect the function of the Website in any way. Following examples relay to such features, but not limited to: releasing or propagating viruses, worms, trojans, logic bombs or similar material, that is malicious or harmful;

- interfere in any way in the functioning of the Website, to delete or alter any parts/information, which is included on the Website;
- attack the Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any suspected breach of the Computer Misuse Act 1990 to the relevant law enforcement authorities, as well as with Interpol and we will cooperate with those authorities by disclosing Your identity to them. In the event of such a breach, your right to use the Website will be ceased immediately.
- Wild Tokyo can not be liable for any loss or damage, which can be caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your access device and related equipment, computer programs, data, or other proprietary material due to your use of the Website or to your downloading of any material posted on such Website, or on any website linked to the Website.

24. Users Personal Data

24.1 All information about you and your account, which you use for action on the Website and which we hold, is securely stored and remains confidential (if another fact is not noticed in the Terms of Use).

24.2 According to law, we must comply with data protection requirements in the way in which we use any personal information collected from You in Your use of the Services. We therefore take very seriously our obligations in relation to the way in which we use Your personal information.

24.3 We shall be provided with a specific information by you for giving you the access to our Services. Such information includes: your name and date of birth, your contact details, and also may be information about your interest in our marketing promotions).

All Before Your use of and when You use the Services it will be necessary for us to collect certain information about You, including Your name and date of birth, Your Contact Details, and may also include information about Your marketing preferences (all of which shall be known as "Your Personal Information").

24.4 When you provide us with your personal information, you give a consent your data processing by us. We may process for following purpose:

- for the purposes, which are mentioned in the Terms of Use (including the Privacy Policy);
- for the marketing purposes (we may use your personal information, including your email address and/or phone number, to send you marketing advisement regarding products, services and promotions of the Website, until you decide to stop receiving marketing and promotional advertisements. To stop receiving such advisements, please click "Unsubscribe" button or contact us at support@wildtokyo.com);
- for other purposes (when we need to process your personal information in order to provide you an opportunity to use our Services. For the same purpose we reserve the right to share your personal data with our service providers and agents. We may also disclose your personal information in order to comply with a legal or regulatory obligation).

24.5 Wild Tokyo reserves the right to retain copies of any communications that user sends to us (including copies of any emails) in order to be able for maintaining accurate records of the user acting on the Website.

25. Use Of “Cookies” On the Website

The Website uses 'cookies' for tracking your use of the internet and for assisting the functionality of the Website. A cookie is a small text file, which is downloaded onto your access device when you access the Website. It also allows us to recognise when you come back to the Website again. Cookies are used by us for the operation of the Website (for example, it allows you to remain logged in as you browse between, while you use your account for betting on or playing the games, different parts of the Website). Cookies also are used by us for our own analytical purposes. Using of cookies provides us an opportunity for identifying the part of the Website or specific moment of using it, where/when customers have encountered technical problems. So it therefore helps us improve our customers' experience.

- The cookies we use and their purpose.
- Required cookies: enable access to users on the website.
- Functional cookies: allow us to analyze the use of our website and your choices on the website (for example, your session key, language, or region).

Advertising cookies: allow us to evaluate how effective our content marketing is. These cookies are provided by our partners to track website visits and register new advertising players. We do not share your personal information (such as name, email address, etc.) with affiliated partners, with the exception of data on website visits collected directly by such advertising cookies. However, data about your visit to the site may be associated with other personal information obtained from other sources by suppliers.

The final processing of external data is governed by the privacy notices and policies of these third-party providers. In addition to the above, we use a number of third-party service providers who also set cookies on this website to provide the services they provide to us. Such services include, but are not limited to, helping us improve your experience by tracking your activity on the Website, measuring the effectiveness of the Website, and the effectiveness of our marketing campaigns.

Most internet browsers automatically accept cookies. If you wish, you can block some or all cookies or delete those that have already been set by changing your browser settings. However, we recommend that you do not block or delete cookies, as this may limit your use of our website.

26. Complaints and Notices

26.1 If it is necessary for you to make a complaint regarding the Services, provided by us, you should primarily contact Customer Support Services as soon as possible and reasonably. When contacting you should describe the issue, which you have to deal with.

26.2 If there is a dispute arising from the Terms of Use which cannot be resolved by Customer Services, You can send a relevant request to support@wildtokyo.com. We will make reasonable efforts to resolve the matter for your satisfaction immediately or by contacting You as soon as possible.

26.3 You understand and agree with the fact, that the results of all games, provided by the Services, are determined by our random number generator. If the game result, you have recently played, will have a difference between the result on your screen and the result on the game server, the second result on the server will prevail. You understand it and accept it. You acknowledge and agree that our records will be the final authority in determining the terms and circumstances of your participation in the relevant online gaming activity and the results of this participation.

26.4 If we want to contact the User, we may use any of his/her contact details. Notices will be deemed to have been properly served and received by you immediately after an email is sent or after we have communicated with you directly by phone (including where we leave you a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post; in the case of an email, that such email was sent to the specified email address (if any) in your contact details at the time that any such email was sent.

26.5 If you are not satisfied with our services you have the possibility to leave a complaint directly to our licensing authority: Antillephone N.V. complaints@gaminglicences.com or to independent websites:

- AskGamblers: <https://www.askgamblers.com/>
- ThePogg: <https://www.redstarcasino.eu/support/gambling/complaints>
- LatestCasinoBonuses.com: LatestCasinoBonuses.com has one of the largest casino forum communities.

27. Transfer of Rights and Obligations

27.1 Wild Tokyo reserves the right to transfer, assign, and sublicense or pledge the Terms of Use (an "assignment"), in whole or in part, to any person without notice to you before, under the condition that any such assignment will be on the same terms or terms that are no less advantageous to Wild Tokyo customers.

27.2 User has not the right to assign, sublicense or otherwise transfer in any manner whatsoever any of his/her rights or obligations, according to the Terms of Use.

28. Events Which Are Not Under Our Control

28.1 Wild Tokyo is not responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms of Use that is caused by events, which are not under our control (including, but is not limited by, any telecommunications network failures, power failures, failures in third party computer (or other) equipment, fire, lightning, explosion, flood, severe

weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities. These circumstances relay to a "Force Majeure Event". They are not verifiable and could not be predicted.

28.2 Our operation might be suspended for the period of continuing of the Force Majeure Event. We for our part will make all reasonable efforts to resolve the issue and find the solution, which will allow us to perform our obligations despite the Force Majeure Event.

29. Waiver

29.1 The user shall comply with his obligations to us, also where:

- we do not insist upon strict performance of any of the user`s obligation;
- we have not an opportunity to exercise any rights or remedies, which we are entitled (this shall not constitute a waiver of such rights or remedies).

29.2 Any refusal to comply with any of the rules and provisions of the Terms of Use is not valid unless its description expressly indicates that the implementation of this rule or provision is optional.

29.3 No waiver by us of any of the provisions of the Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

30. Severability

30.1 If any competent authority determines any of the Terms of Use as invalid, unlawful, or unenforceable, they will be severed from the remaining terms, conditions, and provisions which will continue to be valid to the fullest extent permitted by law.

30.2 In those cases, the part deemed invalid or unenforceable shall be changed in accordance with current legislation.

31. Entire Agreement

31.1 The Terms of Use and any other documents, which were expressly referred to in them, constitute the entire agreement between you and us. They replace any prior agreement, understanding, or arrangement between you and us (spoken or written).

31.2 The company and the user agree that they do not rely on other representation, undertaking, or promise, which were given by the other or implied from anything said or written in negotiations between us except as expressly stated in the Terms of Use.

32. Third-Party Rights

32.1 With the exception of the Operator's Group companies, unless these Terms of Use expressly state otherwise:

- party or person, who does not have to follow these Terms of Use, has no right to enforce any of the terms under the Contracts (Rights of Third Parties);

- if it is mentioned, that a person or party, who is not a part of these Terms of Use, has the right to enforce any of its terms according to contracts of third party's rights, we reserve the right to rescind or vary these Terms of Use at our own discretion (and any other documents, which you entered into pursuant to or in connection with it) without your consent or the consent of that person/party.

33. Law and Jurisdiction

33.1 These Terms of Use shall be governed by and interpreted in accordance with the Cyprus laws and legislations.

33.2 Wildtokyo.com is a brand and website owned and operated by GBL Solutions N.V., a company registered and established under the laws of Curacao. GBL Solutions N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-074). GBL Solutions N.V.'s registration number is 155090 and its registered address is Dr. Henri Fergusonweg 1, Curacao. Ramtinar Techconsult Limited is a subsidiary of GBL Solutions N.V., acting as a Payment Agent on behalf of GBL Solutions N.V., registered in Cyprus with registered address Atho, 6 1087, Nicosia, Cyprus and registration number HE 412602.

34. Links

If we provide hyperlinks to other websites, we do it for information purposes only. We are not responsible for the content or use of such websites or for the information they contain. You accept that you will not publish any links on the Website without our prior written permission.

35. AML Policy

AML: Anti-Money-Laundering policy of www.wildtokyo.com for Deposits and Withdrawals.

35.1 This website is owned and operated by a company registered in the Republic of Cyprus, with its principal place of business at Atho, 6, 1087, Nicosia, Cyprus. All gambling services are provided by the parent company, with its registered address at Dr. Henri Fergusonweg 1, Curacao. The website is operated under eGaming License, issued Authorized and Regulated by the Government of Curacao.

35.2 The objective of the AML Policy

We seek to offer the highest security to all of our users and customers on www.wildtokyo.com for that a three-step account verification is done to ensure the identity of our customers. The reason behind this is to prove that the details of the person registered are correct and the deposit methods used are not stolen or being used by someone else, which is to create the general framework for the fight against money laundering. We also take into the accord that depending on the nationality and origin, the way of payment and for withdrawing different safety measurements must be taken.

www.wildtokyo.com also puts reasonable measures in place to control and limit ML risk, including dedicating the appropriate means.

www.wildtokyo.com is committed to high standards of anti-money laundering (AML) according to the EU guidelines, and other jurisdictions, compliance and requires management & employees to enforce these standards in preventing the use of its services for money laundering purposes.

35.3 The AML program of www.wildtokyo.com is designed to be compliant with:

EU: "Directive 2015/849 of the European Parliament and of The Council of 20 May 2015 on the prevention of the use of the financial system for money laundering".

EU: "Regulation 2015/847 on information accompanying transfers of funds".

EU: "Various regulations imposing sanctions or restrictive measures against persons and embargo on certain goods and technology, including all dual-use goods".

BE: "Law of 18 September 2017 on the prevention of money laundering limitation of the use of cash".

TN: "Organic Law No. 2015-26 of August 7, 2015, relating to the fight against terrorism and the suppression of money".

TN: "Basic Law No. 9 of 2019 dated 23 January 2019 amending and completing Organic Law No. 26 of 2015 of August 7, 2015, relating to combating terrorism and preventing money laundering".

35.4 Definition of money laundering

Money Laundering is understood as:

- The conversion or transfer of property, especially money, knowing that such property is derived from criminal activity or from taking part in such activity, to conceal or disguise the illegal origin of the property or of helping any person who is involved in the commission of such an activity to evade the legal consequences of that person or companies action;
- The concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of, property, knowing that such property is derived from criminal activity or an act of participation in such activity;
- The acquisition, possession, or use of property, knowing, at the time of receipt, that such property was derived from criminal activity or from assisting in such activity;

- Participation in, association to commit, attempts to commit and aiding, abetting, facilitating, and counseling the commission of any of the actions referred to in points before.

- Money laundering shall be regarded as such even when the activities which generated the property to be laundered were carried out in the territory of another Member State or in that of a third country.

Organization of the AML for www.wildtokyo.com. In accordance with the AML legislation, www.wildtokyo.com has appointed the “highest level” for the prevention of ML: The full management of < Ramtinar Techconsult Limited > is in charge. AML policy changes and implementation requirements:

Each major change of www.wildtokyo.com AML policy is subject to be approved by the general management of Customer identification and verification (KYC).

36. Customer Identification and Verification (KYC)

36.1 The formal identification of customers on entry into commercial relations is a vital element, both for the regulations relating to money laundering and for the KYC policy. This identification relies on the following fundamental principles:

A copy of your passport, ID card, or driving license, each shown alongside a handwritten note mentioning six randomly generated numbers. Also, a second picture with the face of the user/customer is required. The user/customer may blur out every information, besides the date of birth, nationality, gender, first name, second name, and the picture. To secure their privacy.

Please note that all four corners of the ID have to be visible in the same image and all details have to be clearly readable besides the name above. We might ask for all details if necessary.

An employee may do additional checks if necessary, based on the situation.

Proof of Address: Proof of address will be done via different electronic checks, which use two different databases. If an electronic test fails, the user/customer has the option to make a manually proof.

A recent utility bill sent to your registered address, issued within the last 3 months, or an official document made by the government that proves your state of residence.

A recent utility bill sent to your registered address, issued within the last 3 months, or an official document made by the government that proves your state of residence.

To make the approval process as speedy as possible, please make sure the document is sent with a clear resolution where all four corners of the document are visible, and all text is readable.

For example, An electricity bill, water bill, bank statement, or any governmental post addressed to you.

An employee may do additional checks if necessary, based on the situation.

36.2 Source of funds

If a player continuously deposits large amounts of money into the account, and if we deem it necessary, there is a process of understanding the source of wealth (SOW)

Examples of SOW are:

- Ownership of business;
- Employment;
- Inheritance;
- Investment;
- Family.

The origin and legitimacy of that wealth must be clearly understood. If this is not possible an employee may ask for an additional document or prove.

The account will be frozen if the same user deposits either this amount in one go or multiple transactions which amount to this. An email will be sent to them manually to go through the above and information on the website itself.

www.wildtokyo.com also asks for a bank wire/credit card to further ensure the Identity of the user/customer. It also gives additional information about the financial situation of the user/customer.

36.3 Reporting of Suspicious transactions on www.wildtokyo.com

In its internal procedures, www.wildtokyo.com describes in precise terms, for the attention of its staff members, when it is necessary to report and how to proceed with such reporting.

Reports of atypical transactions are analyzed within the AML team in accordance with the precise methodology fully described in the internal procedures.

Depending on the result of this examination and based on the information gathered, the AML team: will decide whether it is necessary or not to send a report to the FIU, in accordance with the legal obligations provided in the Law of 18 September 2017;

will decide whether or not it is necessary to terminate the business relations with the customer.

36.4 Procedures

The AML rules, including minimum KYC standards, will be translated into operational guidance or procedures that are available on the Intranet site of www.wildtokyo.com.

Record keeping

Records of data obtained for identification must be kept for at least ten years after the business relationship has ended.

Records of all transaction data must be kept for at least ten years following the carrying-out of the transactions or the end of the business relationship.

These data will be safely encrypted and stored offline and online.

36.5 Data Security

All data given by any user/customer will be kept secure, will not be sold or given to anyone else. Only if forced by law, or to prevent money laundering data may be shared with the AML-authority of the affected state.

www.wildtokyo.com will follow all guidelines and rules of the data protection directive (officially Directive 95/46/EC)

36.6 Contact us

If you have any questions about our AML and KYC Policy, please contact us by email: support@wildtokyo.com.

If you have any complaints about our AML and KYC Policy or the checks done on your Account and your Person, please contact us by email: kyc@wildtokyo.com.

37. KYC Policy

37.1 When a user selects to make a withdrawal inside the www.wildtokyo.com Platform, then it is compulsory for them to perform a full KYC process. During this process, the user will have to input some basic details about themselves and then upload. A valid ID Document (ID, Passport, Driver's License)

Additional documents may be requested if necessary as follows:

- A selfie of the customer holding his own ID document
- A bank statement/Utility Bill or any other valid proof of residence address

Once uploaded, the user will get an "In Progress" Status and the documents will now be on our side, and the "Verification Team" will review them in the shortest possible delay and email the user about the outcome:

- Approval
- Rejection
- More information needed – No Change in Status

When the user is on "In Progress" Status then

- They can use the platform normally
- They can deposit money into the platform
- They cannot make any withdrawals

37.2 Guideline for the KYC Process

- Proof of ID
- Full Name matches client's name
- Date of birth matches the one entered by the Customer in the Account
- Document does not expire in the next 3 months

- Owner is over 18 years of age
- Proof of Residence
- Bank Statement or Utility Bill
- Full Name matches the client's name and is the same as in the proof of ID
- Date of Issue: In the last 3 months
- Selfie with ID
- Date of Issue: In the last 3 months
- Holder is the same as in the ID document above
- The ID document is the same as in "1". Make sure the photo/ID number is the same

37.3 Notes on the "KYC Process"

- The account verification can take up to 72 hours from the receipt of the necessary documents sent by e-mail to: kyc@wildtokyo.com Monday - Friday 9.00-18.00 (GMT+2).
- When the KYC process is unsuccessful then the reason is documented and a support ticket is created in the system. The ticket number along with an explanation is communicated back to the user.
- Once all proper documents are in our possession then the account gets approved.

37.4 Other AML measures

- If a user has not passed full KYC then he remains unable to withdraw winnings until the verification is completed successfully.
- If a user has passed the KYC process successfully then.
- There is a deposit limit per transaction (max €5,000)

- Before any withdrawal, there is a detailed algorithmic and manual check on the activity and balance of the user to see if the amount withdrawn is a result of proper activity in the platform.
- Under no circumstances may a user transfer funds directly to another user.