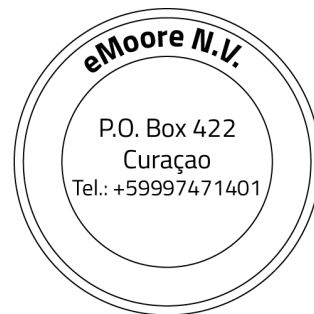


OPERATIONAL MANUAL

APEX ANALYTICA NV

Signature: *C. Drommond*
Name: C. Drommond, Proxyholder of eMoore N.V.
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Prepared By: internal Compliance Department

Approved By: Director, eMoore N.V.

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1. INTRODUCTION

This Operational Manual describes the operational, technical, compliance, responsible gaming, and governance procedures implemented by Apex Analytica NV (the “License Holder”) in connection with its online Games of Chance operations conducted under the Curaçao Landsverordening op de Kansspelen (“LOK”).

This manual is intended to demonstrate compliance with:

- Curaçao gaming legislation;
- Applicable ministerial regulations;
- Conditions attached to the License Holder’s gaming license;
- AML/CFT legislation;
- Data protection obligations;
- Responsible gaming obligations; and
- Applicable technical and operational standards.

This manual applies to all gaming operations conducted through the License Holder’s approved URLs, domains, software applications, and related operational infrastructure.

2. CORPORATE INFORMATION

2.1 Legal Entity Details

Apex Analytica NV
Registration Number 149969
Heelsumstraat 51, Willemstad, Curacao
www.scarletcasino.com

2.2 Shareholding structure and infrastructure

The License Holder maintains an up-to-date register of:

- Shareholders;
- Ultimate Beneficial Owners (UBOs);
- And Directors;

All changes are reported to the Curaçao Gaming Authority in accordance with applicable requirements.

In addition to corporate records, the License Holder shall maintain an up-to-date register of its technical infrastructure, including:

- Core platform architecture and system components;

- Hosting environments, including cloud service providers and data center locations;
- Critical systems such as gaming platforms, wallet systems, and databases;
- Network architecture, including security layers and access controls;
- Third-party service providers involved in infrastructure, hosting, or system operations; and
- Backup, redundancy, and disaster recovery configurations.

Such records shall ensure full visibility of the operational environment and support effective risk management, security oversight, and regulatory compliance. A copy of this infrastructure is **APPENDIX A.**

3. DESCRIPTION OF THE GAMES OF CHANCE

3.1 Categories of Games Offered

The License Holder offers the following Games of Chance:

Casino Games

Slots: Digital reel-based games where players spin to match symbols and win prizes based on predefined paylines or bonus features.

Roulette: A wheel-based game where players wager on where a ball will land, including numbers, colors, or combinations.

Blackjack: A card game where players compete against the dealer to achieve a hand value closest to 21 without exceeding it.

Video Poker: A range of card games where players compete against each other based on hand rankings and strategic play.

Live Casino Games: Real-time casino games streamed from studios or gaming facilities, featuring live dealers and interactive gameplay.

An overview of all Games of Chance offered by the License Holder can be found as **Appendix B.**

3.2 Game Rules and Participation Conditions

The rules applicable to each game shall:

- Be published on the License Holder's gaming website(s);
- Be made available to players prior to their participation in any game; and
- Be accessible in the English language and, where applicable, in any additional languages supported by the License Holder.
-

Such rules shall, at a minimum, include clear and comprehensive provisions specifying:

- The applicable minimum and maximum stake limits;
- The conditions governing the determination of winning outcomes;
- Any terms, limitations, or restrictions applicable to bonuses or promotional offers;
- The procedures governing the validation and settlement of bets; and

- The circumstances under which wagers may be deemed void, cancelled, or otherwise invalid.

The License Holder shall ensure that all game rules are transparent, accurate, and readily accessible at all times to ensure fair play and informed participation.

3.3 Bet Amounts

The License Holder shall implement and maintain appropriate controls to ensure that all betting limits are defined, enforced, and monitored in accordance with regulatory requirements, risk management principles, and player protection objectives.

Betting limits shall be configured on a per-game and per-product basis and may vary depending on a range of factors, including:

- Risk management settings, reflecting the License Holder's internal risk tolerance, exposure limits, and trading strategies;
- Jurisdictional restrictions, ensuring compliance with applicable legal and regulatory requirements in the jurisdictions where services are offered;
- Player account status, including verification level, risk profile, and any applicable account restrictions or enhancements; and
- Currency denomination, taking into account differences in value and conversion rates across supported currencies.

The License Holder shall ensure that all betting limits are clearly defined within the relevant game configurations and are consistently applied across all channels and platforms.

Automated controls shall be implemented to:

- Prevent players from placing wagers outside the configured minimum and maximum thresholds;
- Enforce all applicable regulatory and operational limits in real time; and
- Detect and block any attempts to circumvent established wagering controls.

Such controls shall form part of the broader system integrity framework and shall be subject to regular testing, monitoring, and review to ensure ongoing effectiveness and compliance.

Any changes to betting limits shall be subject to formal configuration management and approval processes, with appropriate audit trails maintained to ensure transparency and traceability.

3.4 Payouts and Return-to-Player (RTP)

Payouts and game outcomes shall be determined using fair, transparent, and independently verified systems and processes, including certified Random Number Generator (RNG) systems, approved sports odds engines, approved live dealer systems, official data feeds from licensed providers, and certified game logic in accordance with applicable regulatory requirements.

All systems used in determining outcomes and payouts shall be subject to independent testing, certification, and periodic verification by approved testing laboratories or competent regulatory authorities to ensure compliance with recognized standards of fairness, integrity, and reliability. The applicable Return to Player (RTP) percentages shall be predefined within certified game configurations and shall comply with regulatory thresholds, remain unchanged without proper authorization and re-certification, and be disclosed to players where required.

The License Holder shall maintain effective controls to ensure accurate payout calculations, system integrity, protection against manipulation or unauthorized interference, and timely identification and resolution of any system malfunctions or irregularities. Affected games shall be suspended where necessary to protect players and maintain fairness.

The License Holder shall establish and maintain robust audit and compliance frameworks to ensure adherence to all applicable legal and regulatory obligations.

This shall include maintaining complete, accurate, and tamper-evident records of all transactions, outcomes, and payout calculations, as well as retaining audit logs and system data in accordance with regulatory requirements.

Internal audit procedures shall be implemented to periodically assess the effectiveness of controls governing game integrity, payout accuracy, and system security. Independent external audits and certifications shall be conducted by accredited testing laboratories or qualified third parties at regular intervals.

The License Holder shall provide regulators with access to relevant records, systems, and documentation upon request to verify compliance. Any material system failures, integrity breaches, or discrepancies affecting outcomes or payouts shall be promptly reported to the relevant regulatory authority in accordance with applicable reporting timelines.

Corrective and preventive actions shall be implemented to address any deficiencies or non-compliance identified. All systems, controls, and processes shall remain fully compliant with applicable Curaçao gaming legislation (LOK) and any directives or technical standards issued by the competent authority.

3.5 Software Providers

Gaming software deployed by the License Holder shall be sourced from approved and certified software providers. The License Holder shall implement and maintain a robust governance

framework to ensure that all third-party software providers are subject to appropriate due diligence, risk assessment, and ongoing oversight. This includes verifying that providers:

- Hold valid licenses or approvals in recognized jurisdictions;
- Maintain relevant certifications issued by accredited independent testing laboratories (e.g., for RNG integrity, game fairness, and system security); and
- Adhere to applicable standards relating to data protection, cybersecurity, and operational resilience.

The License Holder shall maintain comprehensive, accurate, and current records in respect of all software providers and their products, including but not limited to:

- The legal name, registration details, and corporate structure of each provider;
- The jurisdictions in which the provider is licensed, regulated, or otherwise authorized to conduct gaming-related activities;
- Certification reports, test results, and approval documentation relating to each game or software component;
- Version control information, including software release history, updates, patches, and any modifications affecting game logic or functionality;
- Integration and implementation records, including system testing results, acceptance criteria, and deployment approvals; and
- Details of any subcontractors or critical dependencies involved in the delivery of the software services.

All records shall be maintained in a secure, structured, and auditable manner to ensure full traceability of software deployment and changes throughout the system lifecycle. Such records must be readily accessible and available for inspection by the relevant regulatory authority upon request.

The License Holder shall further ensure that:

- Any software updates, patches, or changes are subject to formal change management procedures, including testing, approval, and, where applicable, re-certification prior to deployment;
- Continuous monitoring is performed to detect any anomalies, malfunctions, or integrity issues associated with third-party software;
- Appropriate contractual arrangements are in place with software providers, clearly defining responsibilities, service levels, compliance obligations, and audit rights; and
- Any incidents, defects, or vulnerabilities identified in relation to third-party software are promptly escalated, investigated, and resolved in accordance with the License Holder's incident management and regulatory reporting procedures.

Periodic reviews shall be conducted to assess the ongoing suitability, performance, and compliance status of all software providers. Where deficiencies or non-compliance are identified, the License

Holder shall implement appropriate corrective actions, including suspension or replacement of the relevant provider where necessary.

An overview of all software providers engaged by the License Holder, including relevant licensing jurisdictions, certifications, and products supplied, is set out in **Appendix C**.

3.6 Outcome Determination

Game outcomes shall be determined exclusively through secure, automated, and independently verified mechanisms, including:

- Independently certified Random Number Generator (“RNG”) systems, ensuring that outcomes are random, unbiased, and not susceptible to prediction or manipulation;
- Algorithmic settlement engines, applying predefined rules and logic to ensure consistent, accurate, and auditable bet settlement processes.

Under no circumstances shall manual intervention be permitted in the determination, manipulation, or alteration of game outcomes. All outcome processes shall be fully automated and governed by certified systems and approved game logic.

The License Holder shall implement and maintain appropriate technical and operational controls to ensure the integrity of all outcome determination processes, including:

- The prevention of unauthorized access to systems responsible for outcome generation and settlement;
- Continuous monitoring for anomalies, irregular patterns, or potential integrity breaches;
- The immediate investigation and remediation of any identified system errors or inconsistencies.

All systems and processes involved in determining game outcomes shall be subject to independent testing, certification, and periodic audit to ensure compliance with applicable regulatory requirements and recognized industry standards.

Records of game outcomes and settlement activities shall be securely maintained to ensure full traceability, auditability, and availability for regulatory inspection.

4. PAYMENT METHODS AND FINANCIAL OPERATIONS

4.1 Accepted Payment Methods

The License Holder may offer and accept a range of payment methods, subject to regulatory approval and applicable legal requirements, including credit and debit cards, bank transfers, electronic wallets, cryptocurrency (where permitted), and other approved methods. All payment methods shall be provided through authorized and reputable payment service providers and integrated securely. An overview is provided in **Appendix D**.

4.2 Deposit Procedures

Deposits shall only be accepted from identified player accounts. Controls include KYC verification, fraud monitoring, AML/CFT screening, velocity checks, and verification of payment method ownership. All deposit activities shall be monitored in accordance with the AML Policy of the License Holder.

4.3 Withdrawal Procedures

Withdrawals shall be processed to verified payment methods, subject to fraud checks, AML/CFT controls, and internal policies. Requests exceeding thresholds shall undergo enhanced due diligence and manual review. Withdrawals shall be processed accurately and within reasonable timeframes.

4.4 Segregation and Safeguarding of Player Funds

Player funds shall be administratively segregated from operational funds. Daily reconciliations must be performed to verify balances and identify discrepancies. Records shall be maintained for audit and regulatory inspection.

5. SOFTWARE AND OUTCOME DETERMINATION

5.1 Gaming Platform

The License Holder operates a fully integrated and scalable gaming platform designed to support licensed gaming services in a secure, reliable, and compliant manner. The platform includes a front-end player interface, wallet system, bonus engine, risk engine, reporting systems, and administrative backend. All components are developed in accordance with secure development principles and are subject to testing, validation, and change management prior to deployment. The platform supports high availability, redundancy, and operational continuity. Documentation of architecture, system dependencies, and data flows is maintained for audit and regulatory purposes.

5.2 Core Components

Front-End Player Interface: Provides secure player access to gaming services.

Wallet System: Manages player balances and transactions.

Bonus Engine: Controls promotional offers and wagering requirements.

Risk Engine: Monitors player behavior for fraud and suspicious activity.

Reporting Systems: Generates operational and regulatory reports.

Administrative Backend: Enables system configuration and account management by authorized personnel.

5.3 Technical Security

The License Holder maintains a comprehensive information security framework to protect systems and data. Security measures include encryption of data in transit and at rest, web application

firewalls, DDoS protection, multi-factor authentication, role-based access control, and continuous monitoring. Access to critical systems is logged and auditable. Security testing such as vulnerability assessments and penetration tests are conducted regularly. Patch management processes ensure systems remain protected against known vulnerabilities.

5.4 Additional Controls

Security incidents are managed in line with incident management procedures. Backup and disaster recovery mechanisms ensure system restoration. Third-party integrations undergo security assessments. All controls align with industry standards such as ISO 27001 and comply with Curaçao LOK regulatory requirements. Regular internal and external audits are conducted to validate effectiveness and compliance.

6. QUALITY MONITORING AND TEST METHODS

6.1 Testing Procedures

The License Holder shall implement and maintain comprehensive testing and monitoring procedures to ensure the integrity, security, and reliability of all gaming operations and supporting systems.

- RNG integrity
- System availability
- Payment processing
- Wallet functionality
- Access controls
- Security vulnerabilities
- Responsible gaming systems

6.2 Independent Testing

Critical gaming systems shall be independently tested and certified by accredited testing laboratories.

- RNG certification
- Penetration testing
- Security audits
- Source code review
- Fairness verification

6.3 Monitoring Frequency

Monitoring Activity

Vulnerability Scans

Penetration Tests

Backup Restoration Testing

Disaster Recovery Testing

Minimum Frequency

Monthly and after major changes

Annually

Quarterly

Annually

Access Control Reviews	Quarterly
System Availability Monitoring	Continuous (24/7)
Transaction Monitoring	Continuous
Responsible Gaming Monitoring	Continuous

7. STORAGE OF PLAYER PERSONAL DATA

7.1 Personal Data Collected

The License Holder shall collect and process personal data strictly in accordance with applicable legal, regulatory, and operational requirements.

- Identification data
- Contact information
- Date of birth
- Payment information
- Transaction records
- Gaming activity
- Device and IP information
- KYC documentation

7.2 Data Storage and Security

Personal data shall be stored securely using appropriate technical and organizational measures.

- Encrypted databases
- Secure hosting environments
- Role-based access controls

Encryption shall be applied to:

- Data in transit
- Data at rest
- Backup storage

7.3 Data Retention

Data retention shall comply with applicable legal and regulatory requirements.

- Curaçao legal requirements
- AML/CFT obligations
- Regulatory recordkeeping obligations

Archived records shall remain retrievable for regulatory review.

7.4 Access Logging and Control

Administrative access to personal data shall be controlled and monitored.

- Logged
- Monitored
- Restricted to authorized personnel

8. PLAYER-FACING VISUAL ELEMENTS

8.1 Website and Application Disclosures

The License Holder ensures that the gaming website and applications provide clear, accurate, and accessible information to players.

- Account balances
- Active bonuses
- Betting history
- Responsible gaming tools
- Terms and Conditions
- Privacy notices
- Regulatory notices

8.2 Responsible Gaming Notices

The following notices are prominently displayed on the websites:

- Minimum age restrictions
- Responsible gaming messages
- Self-exclusion information
- Player support resources

A copy of these notices is included in **Appendix E**.

8.3 User Interface Controls

The player interface includes tools designed to support responsible gaming:

- Deposit limit tools
- Session reminders
- Cooling-off functionality
- Account closure requests
- Reality check notifications

9. PREVENTION OF ACCESS BY VULNERABLE OR EXCLUDED PERSONS

9.1 Age Verification Measures

The License Holder shall strictly prohibit access to its gaming services by individuals below the legal minimum age of 18 years, or such higher age as may be required by applicable law.

To ensure compliance with age restriction requirements, the License Holder shall implement robust verification measures, including but not limited to:

- Know Your Customer (“KYC”) procedures to confirm player identity and age;
- Verification of identification documents issued by recognized authorities;
- Automated age validation systems integrated within onboarding processes; and
- Screening against third-party databases and verification services, where applicable.

Access to gaming services shall not be granted until sufficient verification has been successfully completed. The License Holder shall maintain records of all verification activities for audit and regulatory purposes.

9.2 Self-Exclusion Procedures

The License Holder shall provide players with the ability to voluntarily restrict their access to gaming services through a range of self-exclusion options.

Players may request:

- Temporary self-exclusion for a defined period;
- Permanent self-exclusion resulting in indefinite account closure; and
- Cooling-off periods designed to provide short-term breaks from gaming activity.

Players who are subject to self-exclusion measures shall be prevented from:

- Accessing or logging into their accounts;
- Depositing or transferring funds;
- Participating in any gaming activities; and
- Receiving marketing or promotional communications.

The License Holder shall ensure that self-exclusion requests are implemented promptly, consistently enforced, and maintained in accordance with regulatory requirements.

9.3 Vulnerable Player Detection

The License Holder shall implement both automated systems and manual oversight processes to identify potential indicators of problematic or high-risk gambling behavior.

Monitoring mechanisms shall assess player activity and behavioral patterns, including but not limited to:

- Excessive or increasing deposit activity;
- Rapid or repetitive wagering behavior;
- Extended or continuous gaming sessions;
- Repeated failed deposit attempts or unusual payment patterns; and
- Other behavioral markers indicative of potential gambling-related harm.

Such monitoring shall be conducted on an ongoing basis, supported by risk-based thresholds and alert systems designed to facilitate early identification and intervention. In **APPENDIX F** the technical measures that are put in place to prevent admission are mentioned.

9.4 Intervention Measures

Where indicators of vulnerable or problematic gambling behavior are identified, the License Holder shall implement appropriate and proportionate intervention measures to mitigate risk and protect the player.

Such interventions may include:

- The provision of responsible gaming messaging and on-screen notifications;
- Direct communication with the player, including proactive outreach by trained personnel;
- The application of account-based limitations, including deposit, wagering, or session restrictions;
- The imposition of mandatory cooling-off periods; and
- The application of enforced or permanent exclusion measures where necessary.

All intervention actions shall be documented and subject to review to ensure effectiveness and consistency with responsible gaming obligations.

For further details, reference is made to the License Holder's Responsible Gaming Policy, which sets out the full framework governing player protection, monitoring, and intervention procedures.

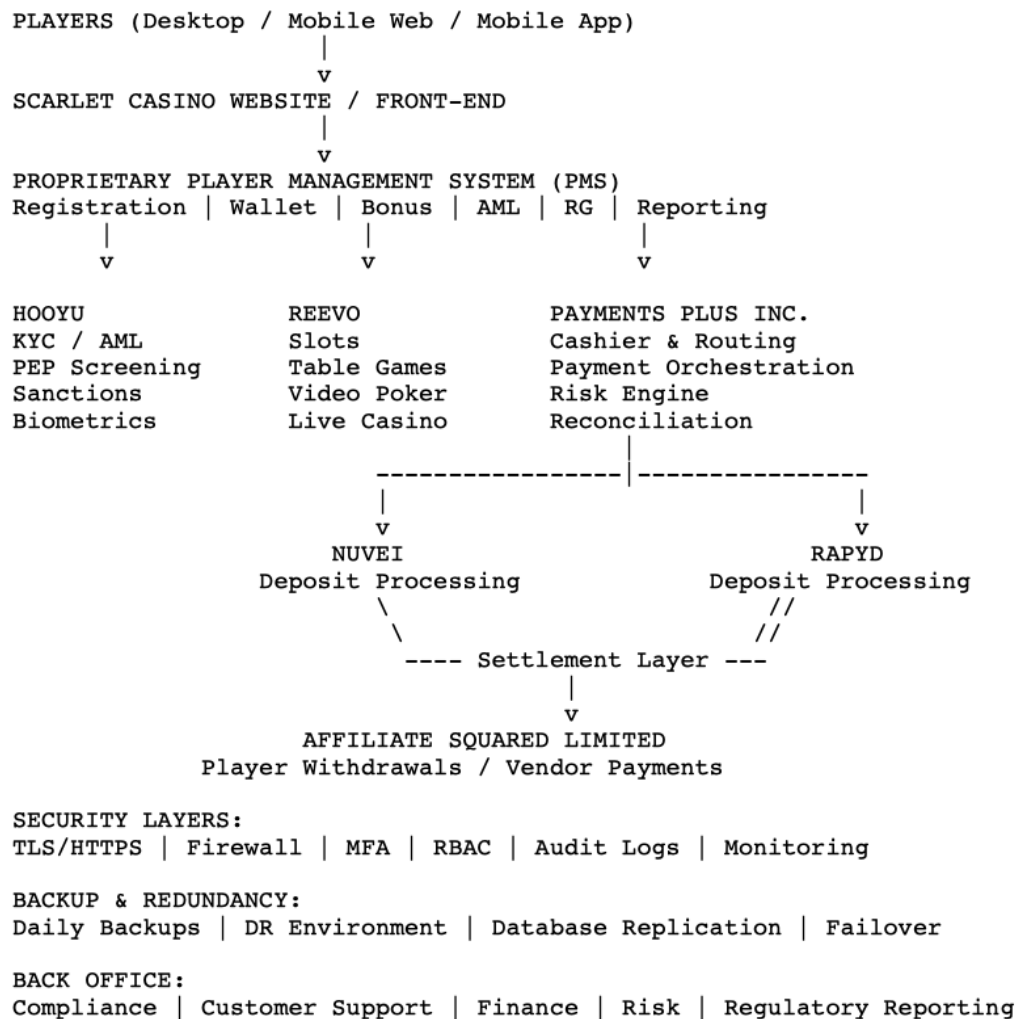
10. TECHNICAL INFRASTRUCTURE AND BUSINESS CONTINUITY

10.1 Infrastructure Overview

The License Holder operates a secure and resilient technical infrastructure to support continuous operations and regulatory compliance, which pertains to:

- Application servers
- Database servers
- Wallet systems
- Security infrastructure
- Cloud hosting
- Monitoring systems
- Backup systems

10.2 Infrastructure Diagram



10.3 Business Continuity Plan (BCP)

The License Holder maintains a Business Continuity Plan addressing key disruption scenarios.

- Cybersecurity incidents
- Data corruption
- Hosting outages
- Payment interruptions
- System failures

10.4 Disaster Recovery

Disaster recovery measures include the following:

- Geographic redundancy

- Automated backups
- Failover systems
- Recovery testing

11. RESPONSIBLE GAMING IMPLEMENTATION

11.1 Responsible Gaming Policy

The License Holder shall establish, implement, and maintain a comprehensive Responsible Gaming Policy forming an integral part of its governance and compliance framework. The policy defines the License Holder's commitment to player protection, outlines procedures for identifying and supporting vulnerable players, and ensures compliance with Curaçao gaming legislation (LOK). The policy is subject to periodic review and approval by senior management.

11.2 Responsible Gaming Tools

Players have access to the following responsible gaming tools:

- Deposit limits
- Loss limits
- Wager limits
- Session limits
- Self-exclusion tools
- Cooling-off functionality

All tools are designed to be easily accessible, enforceable, and subject to monitoring and periodic review to ensure effectiveness.

11.3 Staff Training

The License Holder ensures that all relevant personnel receive ongoing responsible gaming training at onboarding and at least annually thereafter, regarding:

- Identification of problem gambling indicators
- Responsible gaming obligations
- Escalation procedures
- Handling of vulnerable player interactions
- Training records are maintained for audit and regulatory inspection.

11.4 Marketing Restrictions

- Marketing practices must comply with responsible and regulatory standards:
- Must not target minors
- Must not be misleading or deceptive
- Must include responsible gaming messaging

- Must not promote excessive gambling

12. TERMS AND CONDITIONS

The most recent version of the Terms and Conditions shall be maintained and made available in a manner that ensures transparency, accessibility, and compliance with applicable regulatory requirements.

The Terms and Conditions shall:

- Be published on the License Holder’s gaming website;
- Be made readily accessible to players prior to account registration and participation in any gaming activities; and
- Be subject to formal version control procedures, ensuring that all updates, amendments, and historical versions are properly recorded and traceable.

The Terms and Conditions shall, at a minimum, include clearly defined provisions relating to:

- Player eligibility criteria, including age and jurisdictional restrictions;
- Account registration, usage rules, and player responsibilities;
- Bonus terms and conditions, including wagering requirements and restrictions;
- Withdrawal rules and procedures, including verification requirements and processing conditions;
- Dormant or inactive account policies, including applicable fees or handling procedures; and
- Dispute resolution procedures, including escalation channels and timelines.

A copy of the current Terms and Conditions is provided in **Appendix G**.

The License Holder acknowledges that the current Terms and Conditions will be reviewed and updated to ensure full alignment with the applicable guidelines issued by the Curaçao Gaming Authority (“CGA”). Any required amendments shall be implemented no later than 30 September 2026, in accordance with regulatory expectations.

13. PLAYER DISPUTE RESOLUTION PROCESS

13.1 Complaint Submission

The License Holder shall establish and maintain effective and accessible channels through which players may submit complaints in a timely and efficient manner, in accordance with its internal Player Complaint Policy.

Players may submit complaints through the following communication channels:

- Email communication to designated support addresses;
- Live chat functionality available on the gaming website or application; and
- A dedicated support portal or ticketing system, where available.

All complaint submission channels shall be clearly disclosed to players and remain easily accessible at all times. Further details regarding complaint submission procedures, including required information and response timelines, are set out in the License Holder's Player Complaint Policy.

13.2 Internal Review Process

All complaints received by the License Holder shall be handled in a structured, transparent, and consistent manner, in accordance with the procedures defined in the Player Complaint Policy.

Upon receipt, each complaint shall be:

1. Formally logged within the License Holder's complaint management system;
2. Assigned a unique reference or ticket number to ensure full traceability;
3. Acknowledged within a reasonable timeframe;
4. Investigated by appropriately qualified personnel, taking into account all relevant information, system logs, and supporting documentation; and
5. Resolved at the earliest possible opportunity or escalated where necessary.

The License Holder shall ensure that all investigations are conducted fairly, impartially, and in line with documented internal procedures and regulatory obligations.

13.3 Escalation

Where a complaint cannot be resolved to the satisfaction of the player through the internal review process, the player shall have the right to escalate the matter in accordance with the escalation procedures outlined in the Player Complaint Policy.

Escalation options shall include:

- Referral to approved alternative dispute resolution ("ADR") mechanisms or independent adjudication bodies, where applicable; and
- Escalation to senior management, including the Managing Director or other designated senior representative of the License Holder.

The License Holder shall:

- Provide clear guidance to players on how to escalate complaints;
- Cooperate fully with any external dispute resolution processes; and
- Ensure that escalated complaints are handled in a timely and transparent manner.

13.4 Recordkeeping

The License Holder shall maintain comprehensive and auditable records of all complaints, investigations, communications, and outcomes, in accordance with applicable regulatory requirements and the provisions of the Player Complaint Policy.

Such records shall:

- Be securely stored in digital form within the License Holder's systems;
- Contain sufficient detail to demonstrate the full lifecycle of each complaint; and
- Be retained for the duration required under applicable laws, regulations, and internal policies.

The Player Complaint Policy further defines the classification of complaints, including the criteria for identifying Reportable Complaints, as well as any associated regulatory reporting obligations. All complaint-related records shall be made available to the relevant regulatory authority upon request for the purposes of audit, inspection, or investigation.

14. DIGITAL RECORDKEEPING

14.1 Records Maintained

The License Holder shall maintain comprehensive, accurate, and up-to-date records of all operational, financial, and compliance-related activities in accordance with applicable legal and regulatory requirements.

The records maintained shall include, but are not limited to:

- Player registration data, including account details and onboarding information;
- Know Your Customer ("KYC") documentation and due diligence records;
- Transaction histories, including deposits, withdrawals, and payment activities;
- Betting activity, including wagers placed, outcomes, and associated game data;
- Audit logs capturing system access and operational activity;
- Complaint records, including all related communications and resolutions; and
- Anti-Money Laundering and Counter-Terrorist Financing ("AML/CFT") monitoring records, including alerts, investigations, and reporting outcomes.

All records shall be maintained in a structured and secure manner, ensuring completeness, accuracy, and traceability for audit and regulatory inspection purposes.

14.2 Security of Records

The License Holder shall implement appropriate technical and organizational measures to ensure the security, integrity, and confidentiality of all records.

Such measures shall include:

- **Encryption**, to protect data both in transit and at rest against unauthorized access;
- **Robust backup procedures**, ensuring the regular and secure replication of critical data and the ability to restore records in the event of data loss;
- **Immutable logging mechanisms**, where applicable, to prevent unauthorized alteration or deletion of critical records; and
- **Access controls**, including role-based access restrictions to ensure that records are only accessible to authorized personnel on a need-to-know basis.

The License Holder shall also implement monitoring mechanisms to detect unauthorized access, data breaches, or irregular activities involving maintained records.

14.3 Audit Trails

The License Holder shall maintain comprehensive and tamper-evident audit trails to ensure the accountability and traceability of all key system and user activities.

Audit trails shall be maintained for, at a minimum:

- Administrative and privileged user actions within the platform and systems;
- Financial adjustments, including manual corrections and operational interventions affecting player balances;
- Changes to account status, including account creation, suspension, limitation, or closure; and
- Security-related events, including access attempts, system alerts, and detected incidents.

All audit trail records shall:

- Be securely stored and protected against unauthorized modification or deletion;
- Include sufficient detail to reconstruct events and support investigations; and
- Be retained for a period consistent with regulatory, audit, and legal requirements.

The License Holder shall ensure that audit trails are regularly reviewed and are readily available for internal audits, external audits, and regulatory inspections.

15. AML/CFT COMPLIANCE

15.1 AML Framework

The License Holder shall establish, implement, and maintain a comprehensive Anti-Money Laundering and Counter-Terrorist Financing (“AML/CFT”) framework in accordance with applicable Curaçao legislation and relevant regulatory requirements.

The AML/CFT framework shall be designed to prevent, detect, and report money laundering, terrorist financing, and other forms of financial crime. It shall include documented policies, procedures, and internal controls governing customer due diligence, transaction monitoring, reporting obligations, and staff responsibilities. Responsibility for the effective implementation of

the AML/CFT framework shall be assigned to a designated Money Laundering Reporting Officer (“MLRO”), who shall oversee compliance with all applicable obligations.

Further details are set out in the License Holder’s AML Policy, which forms an integral part of the overall compliance framework.

15.2 Risk-Based Approach

The License Holder shall apply a risk-based approach (“RBA”) to AML/CFT compliance, ensuring that customer due diligence and monitoring measures are proportionate to the level of risk identified.

Risk assessments shall take into account, at a minimum:

- Customer risk, including player profile, behavior, and source of funds;
- Geographic risk, including the jurisdictions in which players are located or operate;
- Transactional behavior, including volume, frequency, and patterns of deposits, withdrawals, and wagering activity; and
- Payment methods, including the type and risk profile of payment instruments used.

Enhanced due diligence measures shall be applied to higher-risk customers or transactions, while simplified measures may be applied in lower-risk scenarios, where permitted under applicable regulations.

15.3 Transaction Monitoring

The License Holder shall implement automated transaction monitoring systems to identify and assess potentially suspicious activity in real time and on a retrospective basis.

Monitoring systems shall be designed to detect, analyze, and flag:

- Unusual or inconsistent transaction patterns;
- Structuring or “smurfing” behavior aimed at avoiding reporting thresholds;
- Suspicious betting activity or irregular gameplay patterns; and
- Exposure to sanctioned individuals, entities, or jurisdictions.

Alerts generated by monitoring systems shall be reviewed promptly by qualified personnel, with appropriate escalation procedures applied where required.

15.4 Suspicious Transaction Reporting

Where suspicious activity is identified, the License Holder shall ensure that such matters are promptly escalated to the MLRO for assessment and determination.

Where required by applicable laws and regulations:

- Suspicious transactions shall be reported to the relevant competent authorities in a timely manner;

- Reports shall be submitted in accordance with prescribed formats and timelines; and
- Confidentiality shall be maintained to ensure that no unauthorized disclosure (including tipping-off) occurs.

The License Holder shall maintain records of all suspicious activity reports, including internal assessments and decisions, for audit and regulatory inspection purposes.

16. INCIDENT MANAGEMENT

16.1 Incident Categories

The License Holder shall identify, classify, and manage all incidents that may impact operations, system integrity, player protection, or regulatory compliance.

Incidents shall include, but are not limited to:

- Cybersecurity events, including unauthorized access, hacking attempts, or malware incidents;
- Fraud-related events, including payment fraud, bonus abuse, or collusion;
- Service interruptions impacting platform availability, transaction processing, or gameplay;
- Data breaches involving the loss, exposure, or compromise of personal or financial data; and
- Regulatory breaches, including failures to comply with Curaçao gaming legislation (LOK) or licensing conditions.

16.2 Purpose and Scope

The purpose of the incident management framework is to ensure that all incidents are:

- Identified, assessed, and classified without undue delay;
- Logged, tracked, and managed throughout their lifecycle in a consistent manner;
- Resolved efficiently to minimize operational, financial, and reputational impact; and
- Documented and analyzed to support continuous improvement and regulatory compliance.
-

This framework applies to:

- All operational, technical, and business incidents; and
- All internal personnel and third-party service providers involved in service delivery.

16.3 Incident Lifecycle Process

The License Holder shall ensure that all incidents are managed through a structured lifecycle process to ensure consistent handling, timely resolution, and full regulatory compliance.

Step 1: Identification

Incidents shall be identified through various detection mechanisms, including:

- Automated monitoring tools and system alerts;

- User or player reports; and
- Internal operational or security reviews.

All personnel and third-party providers shall promptly report any suspected or actual incidents upon detection.

Step 2: Categorization

Each incident shall be categorized according to its nature and origin, including but not limited to:

- Technical (e.g., network, application, infrastructure);
- Security (e.g., cybersecurity, data breach);
- Operational (e.g., service disruption); and
- Compliance-related (e.g., regulatory breach).

Appropriate categorization shall enable consistent reporting, analysis, and prioritization.

Step 3: Diagnosis

An initial assessment shall be conducted to:

- Determine the nature, scope, and impact of the incident;
- Identify affected systems, services, or users; and
- Apply initial troubleshooting steps using available documentation, including known error databases and resources.

Where possible, immediate corrective actions or workarounds shall be implemented.

Step 4: Escalation

Incidents shall be escalated as necessary, depending on their severity and potential impact:

- To relevant technical or operational teams for resolution;
- To senior management for material or high-risk incidents; and
- To the Compliance function where regulatory implications are identified.

Major incidents shall trigger enhanced response procedures, including:

- Appointment of an Incident Manager;
- Activation of coordinated response activities (e.g., incident bridge calls); and
- Increased communication and monitoring.
- Informing Managing Director

Step 5: Resolution

The responsible team shall:

- Investigate the root cause of the incident;
- Implement corrective actions or permanent fixes; and
- Ensure that any temporary workarounds are replaced with sustainable solutions.

All actions taken shall be documented, including:

- Resolution steps;
- Tools and system logs reviewed; and
- Technical or operational changes implemented.

Step 6: Recovery

Following resolution, the License Holder shall ensure full recovery of affected services by:

- Verifying system functionality and data integrity;
- Confirming that services have been restored to normal operational levels; and
- Monitoring systems for any residual issues or recurrence of the incident.

Step 7: Closure

An incident shall only be formally closed once:

- Resolution has been fully implemented and validated;
- Root cause analysis has been completed (where applicable);
- All required documentation has been finalized; and
- Relevant stakeholders or users have been informed, where appropriate.

Proper classification and tagging of the incident shall also be confirmed for reporting and audit purposes.

Step 8: Continuous Improvement

The License Holder shall conduct post-incident analysis to support continuous improvement, including:

- Reviewing incident trends and recurring issues;
- Identifying gaps in controls, processes, or systems; and

- Implementing corrective and preventive actions.

Findings shall be incorporated into:

- Problem Management processes;
- Change Management procedures; and
- Staff training and awareness programs.

16.4 LOK-Aligned Incident Reporting and Escalation Thresholds

The License Holder shall ensure that incidents are assessed against regulatory reporting thresholds and escalated accordingly.

16.4.1 Reportable Incidents

An incident shall be deemed reportable to the Curaçao Gaming Authority (CGA) where it involves, or is reasonably likely to involve:

- A material system failure affecting gaming operations, including outages or malfunction impacting fairness or availability;
- A cybersecurity incident compromising system integrity, availability, or confidentiality;
- A data breach involving unauthorized access, disclosure, or loss of personal or financial information;
- A failure affecting game fairness, including RNG issues, settlement errors, or incorrect payouts;
- Significant fraud or financial crime events, including large-scale fraud, AML/CFT concerns, or suspicious transaction patterns; and
- Any breach of regulatory obligations, license conditions, or player protection requirements.

16.4.2 Reporting Timelines

The License Holder shall ensure that reportable incidents are:

- Escalated internally without delay to senior management and the Compliance function;
- Reported to the CGA promptly, and in any event within regulatory timeframes applicable under LOK; and
- Followed by supplementary reporting, where required, providing updates on investigation outcomes, root cause, and remediation measures.

Where precise timelines are not explicitly defined, reporting shall occur as soon as reasonably practicable, taking into account the severity and impact of the incident.

16.4.3 Reporting Content Requirements

Reports submitted to the CGA shall include, at a minimum:

- A detailed description of the incident;

- Date and time of occurrence and detection;
- Systems, services, or players affected;
- Initial impact assessment (operational, financial, and regulatory);
- Immediate actions taken to contain the incident;
- Root cause analysis (where available); and
- Remediation and preventive measures implemented or planned.

16.4.4 Internal Escalation

All incidents shall follow structured escalation procedures, including:

1. Logging and classification within the incident management system;
2. Investigation and impact assessment;
3. Escalation to relevant technical, operational, and compliance teams;
4. Notification to senior management for material incidents; and
5. External reporting where required under regulatory obligations.

16.4.5 Documentation and Audit

The License Holder shall maintain complete and auditable records of all incidents, including:

- Incident logs and classifications;
- Investigation findings and supporting evidence;
- Communication records (internal and external); and
- Regulatory notifications and submissions.

All records shall be retained in accordance with applicable recordkeeping requirements and shall be made available to the CGA upon request.

16.5 Continuous Improvement

Incident data shall be analyzed on an ongoing basis to:

- Identify trends and recurring issues;
- Enhance controls, system resilience, and operational processes; and
- Inform updates to policies, procedures, and training programs.

17. APPENDICES

Appendix A – Infrastructure Diagram

Appendix B – overview Games of Chance, including a description of visual elements shown to players as part of the operation through the gaming website or other software application

Appendix C Third-Party Provider overview

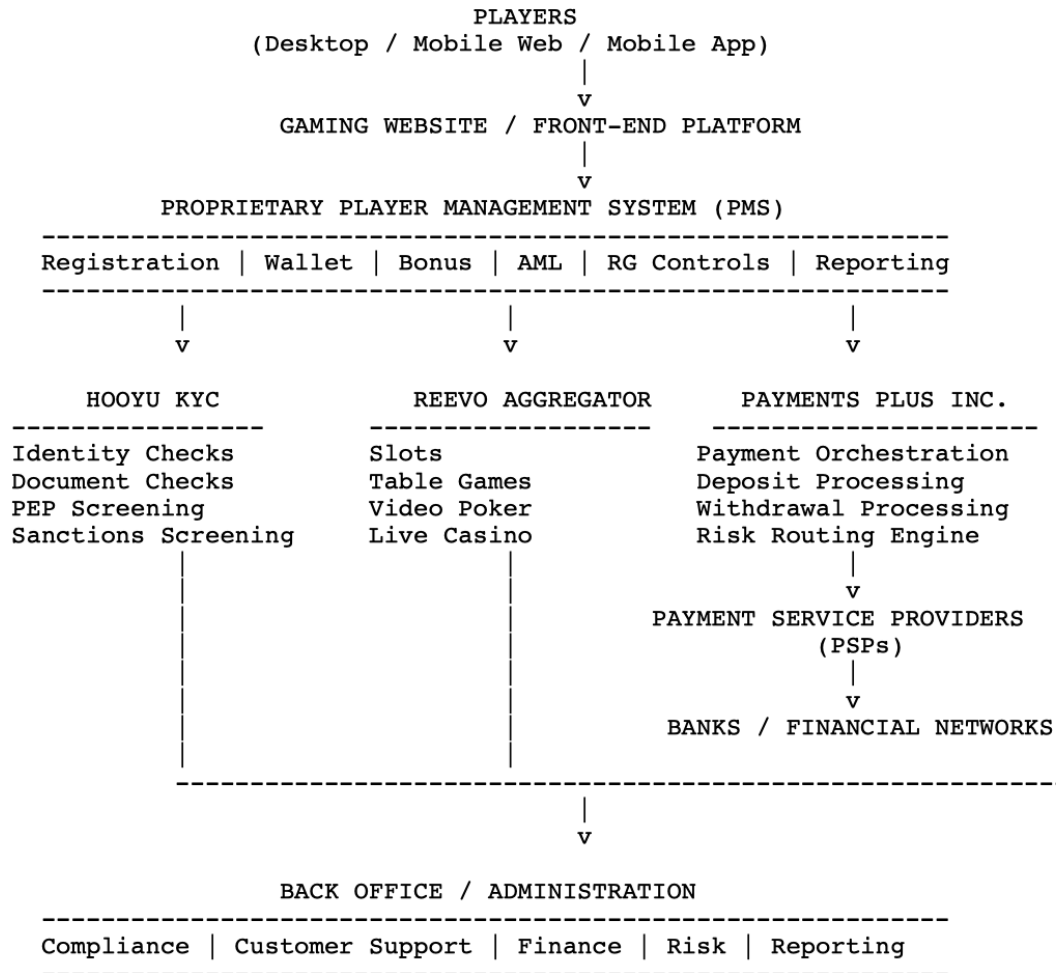
Appendix D – Overview payment methods

Appendix E – RG Notices

Appendix F – Technical measures vulnerable persons

Appendix G –Terms and Conditions

APPENDIX A – INFRASTRUCTURE DIAGRAM



APPENDIX B – OVERVIEW OF GAMES OF CHANCE AND PLAYER-FACING VISUAL ELEMENTS

Purpose

This Appendix provides an overview of the Games of Chance offered by Scarlet Casino and the visual elements displayed to players through the gaming website and associated software applications.

Games Offered

Slot Games

RNG-based reel games featuring paylines, wild symbols, scatter symbols, free spins, bonus rounds, multipliers and jackpots.

Visual Elements Displayed:

- Reels and symbols
- Current balance
- Stake amount
- Win amount
- Spin/autoplay controls
- Paytable information
- Bonus and jackpot indicators

Table Games

Traditional casino games including Blackjack, Roulette, Baccarat, Dragon Tiger and Sic Bo, operated using certified RNG technology.

Visual Elements Displayed:

- Cards, tables or roulette wheel interfaces
- Betting areas and chip controls
- Current balance and wager
- Winning outcomes
- Previous results
- Rules and game information

Video Poker

Poker-based games where players receive cards, select holds and receive replacement cards to complete a final hand.

Visual Elements Displayed:

- Playing cards
- Hold/Draw controls
- Paytable display
- Current balance
- Stake amount
- Winning hand notifications

Live Casino

Real-time games conducted by live dealers and streamed from licensed studio environments.

Visual Elements Displayed:

- Live video stream
- Dealer interface
- Betting controls
- Countdown timers
- Current balance
- Betting limits
- Historical results

Common Player Information

Across all games, players may view:

- Account balance
- Bonus balance
- Bet/stake amount
- Win amount
- Game rules and help information
- Transaction history
- Responsible Gambling notices
- Deposit and withdrawal functions
- Self-exclusion tools

Fairness and Integrity

All RNG-based games utilize certified Random Number Generator technology. Live Casino games operate under approved studio procedures and controls. Scarlet Casino ensures that players are provided with sufficient information regarding game rules, betting options, outcomes and responsible gambling measures to support informed participation.

APPENDIX C – THIRD-PARTY PROVIDER OVERVIEW

Purpose

This Appendix provides an overview of the third-party service providers utilized by Apex Analytica N.V. in the operation of Scarlet Casino. The Operator retains ultimate responsibility for regulatory compliance, player protection, AML obligations, responsible gambling measures and operational oversight.

<u>Provider</u>	<u>Service Provided</u>	<u>Key Functions</u>
Proprietary PMS	Core Gaming Platform	Player account management, wallet management, bonus management, AML monitoring, responsible gambling controls, reporting and audit logging.
HooYu	KYC & Identity Verification	Customer Due Diligence (CDD), identity verification, document verification, biometric verification, liveness detection, PEP screening and sanctions screening.
Reevo	Casino Content Aggregator	Delivery of Slots, Table Games, Video Poker and Live Casino content from approved gaming suppliers.
Payments Plus Inc.	Cashier & Payment Orchestration	Deposit routing, withdrawal routing, payment provider selection, transaction monitoring and reconciliation support.
Nuvei Limited	Deposit Processing Provider	Processing of player deposits through card, banking and alternative payment methods.
Rapyd Payment Solutions	Deposit Processing Provider	Processing of player deposits through local and international payment methods and banking channels.
Affiliate Squared Limited	Payment Execution Provider	Player withdrawals, affiliate commission payments, vendor payments and operational disbursements.

Oversight and Governance

Apex Analytica N.V. maintains oversight of all third-party providers through:

- Due diligence and onboarding reviews;
- Contractual agreements and service level expectations;
- Ongoing compliance monitoring;
- Security and data protection assessments;
- Transaction reconciliation procedures;
- Incident reporting and escalation processes;
- Periodic performance and risk reviews.

Data Protection and Compliance

Third-party providers may process player information only to the extent necessary to perform contracted services. The Operator remains responsible for:

- AML and CTF compliance;
- Customer verification and monitoring;
- Responsible Gambling obligations;
- Data protection and privacy compliance;
- Regulatory reporting and record keeping.

All third-party relationships are subject to ongoing monitoring to ensure compliance with Curaçao regulatory requirements and the Operator's internal control framework.

APPENDIX D – OVERVIEW OF PAYMENT METHODS

Purpose

This Appendix provides an overview of the payment methods, payment service providers and payment processing arrangements utilized by Scarlet Casino. The Operator maintains controls designed to ensure secure payment processing, AML compliance, fraud prevention, transaction monitoring and accurate financial reporting.

Payment Infrastructure

<u>Provider</u>	<u>Function</u>	<u>Description</u>
Payments Plus Inc.	Cashier & Payment Orchestration	Centralized cashier platform responsible for payment routing, transaction monitoring, reconciliation support and payment provider selection.
Nuvei Limited	Deposit Processing	Processes incoming player deposits through card, banking and alternative payment methods.
Rapyd Payment Solutions	Deposit Processing	Processes incoming player deposits through local and international payment channels.
Affiliate Squared Limited	Payment Execution	Facilitates approved player withdrawals, affiliate payments, vendor settlements and operational disbursements.

Deposit Processing

Player deposits are processed through Payments Plus Inc., which utilizes routing rules to determine the most appropriate payment processor based on factors including:

- Geographic location;
- Currency;
- Payment method;
- Processing performance;
- Risk indicators;
- Provider availability.

Deposits are processed through Nuvei Limited and Rapyd Payment Solutions and credited to the player wallet upon successful authorization and settlement.

Withdrawal Processing

Withdrawal requests are subject to:

- Identity verification requirements;
- AML and fraud reviews;
- Account reconciliation checks;
- Responsible Gambling and compliance controls where applicable.

Approved withdrawal requests are executed through Affiliate Squared Limited and recorded within the Operator's payment and reporting systems.

AML and Fraud Controls

The Operator maintains transaction monitoring controls designed to identify unusual or suspicious activity, including:

- Large or unusual deposits;
- Structured transactions;
- Rapid withdrawal requests;
- High-risk payment activity;
- Source of Funds concerns;
- Fraud indicators.

Transactions may be subject to additional review, enhanced due diligence or temporary restrictions where necessary.

Reconciliation and Record Keeping

The Operator performs regular reconciliation of deposits, withdrawals and payment processor records. Transaction records, payment instructions and related compliance documentation are retained in accordance with applicable regulatory, AML and record-keeping requirements.

Oversight

Apex Analytica N.V. retains ultimate responsibility for payment processing oversight, AML compliance, fraud prevention, transaction monitoring and regulatory reporting, regardless of the involvement of third-party payment providers.

APPENDIX E – RESPONSIBLE GAMBLING (RG) NOTICES

Purpose

This Appendix outlines the Responsible Gambling (RG) notices, player awareness messages and player protection information displayed throughout the Scarlet Casino website, mobile platform and gaming interfaces. The purpose of these notices is to promote responsible gambling behaviour, encourage informed decision-making and provide access to player protection tools and support services.

Responsible Gambling Notices

The following notices are displayed throughout the platform where appropriate:

General Responsible Gambling Notice

Gambling should be enjoyed as a form of entertainment. Please gamble responsibly and only with funds you can afford to lose.

Age Restriction Notice

Gambling is strictly prohibited for persons under the age of 18 years or any higher age required by applicable law.

Risk Warning Notice

Gambling involves risk and there is no guarantee of winning. Previous results do not influence future outcomes.

Financial Responsibility Notice

Do not gamble using money required for essential living expenses, debt repayments, education, rent or medical costs.

Responsible Gambling Tools

Players are provided with access to the following tools:

- Deposit Limits;
- Loss Limits;
- Wager Limits;

- Session Limits;
- Cooling-Off Periods;
- Time-Out Functionality;
- Self-Exclusion Options;
- Account Closure Requests.

Reality Check Notifications

Where applicable, players may receive periodic Reality Check notifications displaying:

- Session duration;
- Amount wagered;
- Net gain or loss;
- Responsible Gambling reminders;
- Options to end the session.

Support and Assistance

Responsible Gambling information pages provide:

- Guidance on safer gambling practices;
- Self-assessment information;
- Information regarding problem gambling indicators;
- Contact details for customer support;
- Links to recognised Responsible Gambling support organisations.

Monitoring and Compliance

Responsible Gambling notices are reviewed periodically to ensure continued compliance with regulatory requirements and industry best practices. Apex Analytica N.V. maintains procedures designed to support player protection, early intervention and responsible gambling awareness throughout the Scarlet Casino platform.

APPENDIX F – TECHNICAL MEASURES FOR THE PROTECTION OF VULNERABLE PERSONS

Purpose

This Appendix outlines the technical and operational measures implemented by Apex Analytica N.V. to identify, monitor and protect vulnerable persons from gambling-related harm. Scarlet Casino is committed to maintaining a safe gaming environment through customer verification, behavioural monitoring, responsible gambling controls and early intervention procedures.

Identification of Vulnerable Persons

The Operator utilizes a combination of automated and manual controls to identify potentially vulnerable customers, including:

- Underage individuals;
- Self-excluded persons;
- Customers displaying indicators of problem gambling;
- Financially distressed individuals;
- High-risk or unusual player behaviour;
- Customers identified through Responsible Gambling interactions.

Age Verification and Customer Identification

Scarlet Casino utilizes HooYu as its primary identity verification provider. Verification measures include:

- Identity document verification;
- Date of birth validation;
- Facial biometric verification;
- Liveness detection checks;
- PEP screening;
- Sanctions screening;
- Customer Due Diligence (CDD) procedures.

Accounts that fail verification requirements are restricted or suspended pending review.

Behavioural Monitoring Controls

The proprietary Player Management System (PMS) monitors customer activity for indicators of gambling-related harm, including:

- Excessive deposit activity;
- Escalating wagering patterns;
- Extended gaming sessions;
- Frequent withdrawal reversals;
- Chasing losses;
- Repeated failed deposit attempts;
- Sudden changes in gambling behaviour.

Responsible Gambling Interventions

Where elevated risk is identified, the Operator may implement:

- Responsible Gambling reminders;
- Reality Check notifications;
- Deposit, loss or session limits;
- Cooling-off periods;
- Temporary account restrictions;
- Self-exclusion recommendations;
- Enhanced customer reviews.

Affordability and Compliance Reviews

Where appropriate, customers may be requested to provide additional information relating to:

- Source of Funds;
- Source of Wealth;
- Income verification;
- Enhanced Due Diligence requirements.

Failure to provide requested information may result in account restrictions or closure.

Marketing Restrictions and Record Keeping

Self-excluded and high-risk customers are excluded from promotional communications. The Operator maintains records of customer interactions, interventions, restrictions and Responsible Gambling reviews in accordance with applicable regulatory and record retention requirements.

Apex Analytica N.V. regularly reviews its vulnerable person protection framework to ensure ongoing compliance with Curaçao regulatory requirements and industry best practices.

APPENDIX F – TERMS & CONDITIONS

ScarletCasino.com Terms and Conditions

The website is owned by BV2 Services Limited, with its registered office address at 77 Camden Street Lower Dublin 2, Ireland using the license of its holding company Apex Analytica NV (Curacao gaming licence # 8048/JAZ2020-017)

Detailed below are terms and conditions related to the use of Scarlet Casino. Please ensure that you fully understand the contents of this document and willingness to abide by what's addressed before you play. Should any parts of this document not be clear, please seek the advice of a local legal official, especially in the case that you have any questions regarding your rights and obligations arising from this agreement. We utilize the most modern and peerless methods to maintain and secure your sensitive and personal data, thereby ensuring total player protection. These include transmission of sensitive details to and from the client application, encryption of the user name and password information, and transfer of data from our servers. By playing at Scarlet Casino, you agree to comply with the following Terms and Conditions.

OPENING AN ACCOUNT

- 1 In order to play and wager real money with Malibu Club Casino you must be over 18 years of age, resident in a jurisdiction where online wagering is not prohibited by law and complete the application for account opening and membership in the manner set out on the www.malibuclubcasino.com site (the "Website").
- 2 Players residing in Curaçao, the Netherlands (including any country forming part of the Kingdom of the Netherlands), the United States, UN-sanctioned countries, and FATF blacklisted countries are not permitted to register an account.

GENERAL TERMS & CONDITIONS FOR MEMBERSHIP

- 1 You obtain no rights to such terms, nor any other terms, graphics, text, concepts, or methodologies, by using the website Scarlet Casino and the material contained therein.
- 2 Participation in the activities and games provided by Scarlet Casino is open only to residents of those jurisdictions where such participation is legal and not prohibited. Participation in a game provided is void wherever prohibited by law.
- 3 You must be at least 18 years old to use this service. You may only participate in any gambling events if it is legal for you to do so according to the laws that apply in the jurisdiction you reside in. You must understand and accept that we are unable to provide you with any legal advice or assurances in such instances.
- 4 Only one real account per player and per address is permitted. Multiple accounts will be closed. Players who register multiple accounts (including accounts with different personal details) will not be eligible to receive any winnings, any account balance will be confiscated, and all withdrawals will be canceled.
- 5 Information provided during the download of the Scarlet Casino app, the sign-up process, or during the registration for any promotion will be kept in the strictest confidentiality.

However, the player may receive intermittent notices from Scarlet Casino and/or its partners. The player may ask to unsubscribe at any time.

- 6 Scarlet Casino makes no representations or warranties, implicit or explicit, as to your legal right to participate on our site nor shall any of Scarlet Casino 's employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion, or other agencies, media partners, agents or retailers have the authority to make any such representations or warranties.
- 7 Employees of Scarlet Casino , its licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of the immediate families of each are not eligible to participate in Scarlet Casino .
- 8 Scarlet Casino is for entertainment value only. No deposit is necessary or required to play at Scarlet Casino . You may play without betting money if you wish. Any participation at Scarlet Casino is at your sole option, discretion and risk. By playing Scarlet Casino , you acknowledge that you do not find Scarlet Casino to be offensive, objectionable, unfair, or indecent.
- 9 Regarding the outcome of game results, the player agrees to accept all outcomes as output by game provider via Scarlet Casino .
- 10 You are only permitted to enter Scarlet Casino for your own personal entertainment and non-professional use. Any other entrance, access, use or reuse of the Scarlet Casino website is strictly prohibited.
- 11 Scarlet Casino reserves the right to cancel your account should we suspect fraudulent practices to be taking place or should you be in violation of these terms and conditions.
- 12 Scarlet Casino reserves the right to void any winnings and confiscate any balance in your casino account in any circumstances that we deem to be going against these terms and conditions, including:
 - 1 If there is evidence to suggest that you have more than one active account for Scarlet Casino;
 - 2 If you participate in a Scarlet Casino promotion and cash in before fulfilling the requirements of that particular promotion;
 - 3 If you provide incorrect or misleading registration, account or identification information;
 - 4 If you are not of legal age;
 - 5 If you reside in a jurisdiction where participation in Scarlet Casino is prohibited by law;
 - 6 If you have allowed or permitted (intentionally or unintentionally) someone else to play using your Scarlet Casino account;
 - 7 The player is conscious of the fact that he/she might lose money using this software.
 - 8 If the player has not played at Scarlet Casino on an individual basis for personal entertainment only (that is, you have played in a professional sense or in concert with other player(s) as part of a club, group, etc.)

- 9 If you are found to be cheating or if it is determined by Scarlet Casino that you have employed or made use of a system (including machines, computers, software or other automated systems) designed specifically to defeat Scarlet Casino;
- 10 If you have been designated as a bonus abuser, please see section 14 for further bonus abuser clarification;
- 11 If Scarlet Casino discovers that you have created more than one account in order to play and/or claim bonuses;
- 12 If during the account validation and withdrawal process it comes to light that you have been banned or otherwise censured for fraud or causing financial loss through abuse of casino policy in this or any of our sister brands.
- 13 You may not use a VPN, proxy or similar services or devices that mask or manipulate the identification of your real location.
- 13 While playing with an active bonus, it is forbidden to engage in activities that give the player a clearly unfair advantage. Such activities include, but are not limited to:
- 1 Delaying game rounds in any game, including free spins and bonus features, to a later time.
- 2 Leaving large bets on the table or playing games with bonus money with the sole purpose to build up in-game value, only returning to the game after bonus wagering has been completed.
- 3 Using strategies that take advantage of any software bug or failure.
- 14 Any winnings that were earned as a result of either system malfunction, or game error will be void.
- 15 By accepting any prize and/or winnings from Scarlet Casino, you consent to the use of your name for advertising and promotional purposes without additional compensation except where prohibited by law. The player is also conscious of the fact that he/she might lose money while playing at Scarlet Casino.
- 16 If you have any dispute regarding the outcome of any casino game, you must submit your complaint to Scarlet Casino in writing within fourteen (14) days. In the event of a discrepancy between the result shown to you and what is detailed by Scarlet Casino's server software, the result shown on Scarlet Casino's server software shall be the official and governing result of the game.
- 17 The liability of taxes and fees applicable to winnings resulting from the use of Scarlet Casino's platform and/or software rests with the player. The player is expected to maintain and report winnings to the concerned authorities, in case the prizes are taxable in their jurisdiction.
- 18 Before a withdrawal can be processed, the player may be required to provide a government-issued photo ID and a clear selfie of themselves. We might also ask the player to verify their identity by making a small Card deposit to make sure the player is genuine and who they claim to be. Scarlet Casino reserves the right to request additional information to validate accounts.

- 19 Scarlet Casino reserves the right, in its sole discretion and without notice to you, to add new activities or games to the platform or to discontinue any activity or game at any time. You are solely responsible for keeping your account number and password secure. You shall not allow any other person or third party including, without limitation, any minor, to use or reuse your account, access and/or use any materials or information from Scarlet Casino, accept any prize, or participate in games.
- 20 You are solely responsible for any deposits and/or losses that may occur on your account.
- 21 Scarlet Casino shall not be required to maintain user names or passwords if the player misplaces, forgets, loses, or is otherwise unable to enter Scarlet Casino because of anything other than Scarlet Casino's error.
- 22 Scarlet Casino shall not be liable for computer or Internet malfunctions nor attempts by the player to participate in Scarlet Casino by methods, means or ways not intended by Scarlet Casino.
- 23 Regarding all financial account transactions, the player agrees that Scarlet Casino or a payment processing company on Scarlet Casino's behalf will handle all requests ("Payment Processor"). The player further agrees that the Payment Processor reserves the right to withhold any payments should the Payment Processor have reason to believe or any suspicion that the player may be engaging in or have engaged in fraudulent, collusion, unlawful, or improper activity.
- 24 Due to third-party processing limitations or policies, the withdrawal amount paid or processed to the Player may vary on a weekly or monthly basis.
- 25 The player shall not hold Scarlet Casino, its employees, officers, directors, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents and retailers responsible and shall fully indemnify same from any and all costs, expenses, liabilities and damages whatsoever that may arise as a result of (i) your entry, use, or reuse of the Scarlet Casino website, (ii) your use of any materials at the Scarlet Casino website, (iii) your entry, use, or reuse of Scarlet Casino's server, (iv) your participation in Scarlet Casino, or, (v) your acceptance of any prize.
- 26 Materials of Scarlet Casino (whether electronically obtained or obtained by other means) are automatically void if counterfeited, mutilated, forged, altered or tampered with in any way, if illegible, mechanically or electronically reproduced, obtained outside authorized legitimate channels or if they contain printing, production, typographical, mechanical, electronic or any other errors.
- 27 After a deposit, you will receive an e-mail notification. We recommend the cardholder print out all transaction data, the rules of the game, the cancellation regulations, and the payment methods in order to avoid misconceptions and discussions at a later time and keep them in an easily accessible place.
- 28 All wagers must be placed through the user interface provided by Scarlet Casino on our platform. Any wagering through other means, including the use of a "robot" player, is strictly forbidden. In the event that use of non-approved client software is detected, Management reserves the right to invalidate all such wagers retroactively, cancel the Player's account, or take any other appropriate action.

- 29 Scarlet Casino reserves the right to amend these Terms and Conditions or to implement or amend any procedures, at any time without prior notice to you. Such amendments will be implemented at the discretion of Scarlet Casino management and put into immediate effect. Such procedural changes will only be in response to the interests and security of Scarlet Casino or players.
- 30 The Terms and Conditions contained herein represent the complete, final and exclusive agreement between you and Scarlet Casino and supersede and merge all prior agreements, representations and understandings between you and Scarlet Casino with regards to playing at Scarlet Casino.
- 31 Scarlet Casino shall not be held liable for errors in terms and conditions in third-party promotions or on third-party websites.
- 32 Playthrough Requirements: the wagering requirement is determined by the deposit amount plus the amount of the promotional bonus redeemed. For example: Should a player deposit 100 EUR and redeem a 100% bonus that requires 30x playthrough, the player must wager the amount of their deposit (100 EUR) plus the amount of their bonus (100 EUR) 30x before requesting a withdrawal. This means that the player must wager $200 \text{ EUR} \times 30 = 6,000 \text{ EUR}$ before requesting a withdrawal from their account.
- 33 Maximum Withdrawal: This strictly applies when a player has selected a Max Cashout Coupon and is determined solely by the amount of the deposit. For example, you deposit 100 EUR and redeem a 10 x max cash out coupon. The maximum you are eligible to withdrawal is, $(100 \text{ EUR} \times 10) 1,000 \text{ EUR}$.

COUNTRY BASED RESTRICTIONS

Based on your country of residence, restrictions apply to playing at Scarlet Casino, the use of bonuses, the redemption of free chips and/or deposits via cryptocurrency. We retain the right to lift these restrictions on an individual basis. Carefully go through the constraints that may apply. You can contact us in order to appeal for any country-based restriction(s). Scarlet Casino shall assess your account and make the final call based on your case.

MARKETING COMMUNICATIONS

Your privacy is important to us. You may choose to unsubscribe from marketing communications, including email, text messages or phone calls at any time. Please note that you will still receive all transactional messages related to your account even if you unsubscribe from marketing communications. We do not send nor condone the sending of unsolicited communications. If you think you are receiving unsolicited email from our company, please report this to support@scarletcasino.com.

THIRD PARTY COMMUNICATIONS

Scarlet Casino does not have control over third party marketing communications, including but not limited to, affiliate programs, marketing agencies, promotional agencies, etc. If you feel that you are the victim of spam activities conducted by a third party that is promoting or advertising

Scarlet Casino product, please contact us. We will make every effort to contact the relevant third party and have your details removed from their database to stop any future communications from being sent to you. Please note that Scarlet Casino cannot promise any definitive resolution in respect of such requests to third parties.

By creating an account and playing at Scarlet Casino you are agreeing to the terms and conditions of Scarlet Casino as stated above.

RULES

NO DEPOSIT BONUSES (FREE CHIPS, FREE SPINS)

Unless stated otherwise, all No Deposit Bonuses are subject to the following terms and conditions:

- 1 The bonus amount must be wagered a minimum of 40 times (40x playthrough requirement) for Slots, Keno, Scratch Cards and Bingo; and 60 times (60x playthrough requirement) for All Allowed Table Games and Video Poker.
- 2 Unless otherwise stated, the maximum withdrawal amount from any No Deposit Bonus is 1x the face value of the bonus, with a maximum of 100 EUR. The maximum withdrawal amount for all free chips valued below 50 EUR is no more than, nor less than, 100 EUR.
- 3 Players cannot redeem multiple free bonuses consecutively. If you have redeemed one No Deposit Bonus and are subsequently offered another one, a real-money deposit needs to have been made in the interim for you to be eligible to withdraw the second No Deposit Bonus.
- 4 All No Deposit Bonuses are subject to the Wager Requirements and the Maximum Withdrawal Limits listed above.
- 5 Once you have met the Wager Requirements and are able to make a withdrawal, any amount that is over the Maximum Withdrawal Limit will be removed from your balance, as you will not be able to withdraw these funds.
- 6 Unless Scarlet Casino management specifically gives prior permission, Welcome Bonuses are limited to one promotion per player, per family, per computer, per address and per IP address.
- 7 Players from certain countries may not cash out from free chip offers if they have not previously deposited. These players may partake of said free chips for amusement purposes only. Please contact a customer support representative before using any free chip offer to understand your eligibility for withdrawals.
- 8 Scarlet Casino reserves the right to cancel or refuse any promotional offer at any time.
- 9 Before claiming a free spin, free chip, or other non-deposit related bonus, a prior depositing player's account balance must be below 5 EUR - if not, related bonus winnings will be voided.

- 10 In the cases where a promotion or a free bonus is open for use on different games, the highest wagering requirement (out of all the games that were played), will be applied in order to meet the wagering requirements before cashing out.
- 11 While mixing deposits and a free bonus is not allowed, we are aware that this may happen from time to time. If, for whatever reason, you make a deposit while using a No Deposit Bonus (e.g. Free Chip, Free Spins offer, etc.), the wagering requirements and maximum allowed withdrawal of the no deposit bonus will still apply.
- 12 Once the player has completed play with the No Deposit Bonus, whether by requesting a withdrawal (with any excess winnings above the maximum allowed withdrawal being removed) or by your total balance reaching below 1 EUR, we will credit the amount of your deposit back into your casino account along with whatever deposit bonus you would like.
- 13 If you use any bonus to accumulate a feature guarantee(s), or extra bonus rounds and use a subsequent deposit and or bonus to redeem built-up feature bonus rounds, the winnings coming from said bonus round(s) shall void all or any winnings. No deposits will be refunded.
- 14 In the event that a player redeems a no-deposit promotional offer that he/she is not entitled to, any winnings generated from that promotion will be voided.
- 15 The player is entitled to only one free chip in between deposits; any winnings resulting from multiple free chips will be void. For example, should a player redeem two free chips in a row, he/she will not be able to withdraw any winnings generated by playing with said chip.
- 16 For security purposes and to make sure the player is genuine and who they claim to be, the player may be asked to verify their identity by making a small Card deposit before any payout from a free bonus can be issued.

ALL DEPOSIT BONUSES:STANDARD WAGERING REQUIREMENTS

- 1 In order to claim a bonus, the player must redeem it before placing any bets with said deposit. If the bonus does not redeem for any reason, it is the player's responsibility to contact Customer Support for assistance with redeeming said bonus. Once the player begins wagering the deposit, the player forfeits their right to any promotion on that deposit.
- 2 Unless approved by management, Players cannot redeem additional coupons or promotional offers if they have a balance or pending withdrawal. Promotional offers or coupons cannot be combined. If at any time this should occur, winnings will be void.
- 3 In the event that a player uses a promotional offer or coupon that he/she is not entitled to use, any and all winnings generated from that promotion are forfeited and the original deposit is returned to the player.
- 4 Scarlet Casino reserves the right to cancel or refuse any promotional offer at any time.
- 5 If a player has chosen to use a bonus or promotion, it is the sole responsibility of the player to ensure that any applicable Playthrough requirements are met before requesting a withdrawal. Failure to meet the playthrough requirements will result in the withdrawal request being denied.

- 6 Maximum Withdrawal (Cashout) Rules: This strictly applies when a player has selected a Max Cashout Coupon and is determined solely by the amount of the deposit. For example, if you deposit 100 EUR and redeem a 10 x max cash out coupon. The maximum you are eligible to withdrawal is, (100 EUR x 10) 1,000 EUR.
- 7 Redeeming Multiple Promotions: You may not mix or combine promotions or bonuses. If multiple bonuses are mixed, your casino winnings may be removed at the time of withdrawal. Please be sure to use only one bonus at a time. Unless otherwise indicated by Scarlet Casino, you cannot redeem additional coupons if you have a withdrawal pending or if you have an existing balance.
- 8 Playing a prohibited or restricted game while using a bonus will void any winnings generated during the use of said bonus. These terms are valid and applicable even after the playthrough requirement has been met. All Deposit Bonuses for Slots and Keno with No Restrictions (No Playthrough and No Max Cash-Out) come with our software minimum of 1x playthrough (deposit + bonus amount) before the funds can be withdrawn.
- 9 Unless specifically stated otherwise, bonus amount is always considered non-cashable and will be removed from the amount of your withdrawal request. E.g., if the player receives a bonus of 100 EUR and later requests a 390 EUR withdrawal, the 100 EUR bonus will be removed, and the withdrawal will total 290 EUR. Withdrawal requests made for less than the bonus received will be denied and returned to the player's account.

ADDITIONAL TERMS APPLICABLE TO ALL BONUSES

- 1 Only players who have registered a Real Money Account are eligible to receive Promotions. Only one Real Money Account per player is permitted. Multiple accounts will be closed. Players who register multiple accounts (including accounts with different personal details) will not be eligible to receive any bonuses or winnings, and all withdrawals will be cancelled.
- 2 Each promotional offer is available only once per person, family, household address, email address, credit card number, and environments where computers are shared (university, fraternity, school, public library, workplace, etc.)
- 3 When using a deposit bonus, any withdrawal request must exceed the sum of the deposit and the deposit bonus. E.g. If the Player deposits 100 EUR and receives a 100 EUR bonus, the withdrawal request must exceed 200 EUR.
- 4 All promotional offers and bonuses can only be redeemed by players when they have no existing account balances and no pending withdrawals unless otherwise stated.
- 5 Unless otherwise stated, a promotion cannot be used in conjunction with any other promotional offer and all promotional offers are only available to those players to whom the offer was issued directly by the Casino. Promotional offers by email are for the intended recipient only and cannot be transferred.
- 6 Bonuses may be refused at the discretion of the management if abuse of promotions is suspected. All withdrawals will be audited and refused where there is suspected fraud or at the Casino's discretion.

- 7 Scarlet Casino reserves the right to amend these Terms and Conditions at any time without notice to you. Such amendments will be effective immediately upon being posted in this "Terms and Conditions" section of the web site. It is your responsibility to review the Terms and Conditions on a regular basis and to check any additional rules detailed within promotional emails. Should you be unclear about any point relating to a specific promotion, it is your responsibility to contact the support team and gain a full understanding before partaking in a promotion.
- 8 Any promotion or offer is terminable at any time in accordance with the views of management without prior notice or obligation.
- 9 The management reserves the right to disqualify certain countries or individual players from promotional offers. Promotional offers via email, telephone or mail are extended only to the Player whom the correspondence is addressed.
- 10 The Terms and Conditions contained herein represent the complete, final and exclusive agreement between you and Scarlet Casino and supersede and merge all prior agreements, representations and understandings between you and Scarlet Casino with regards to the claiming of any promotional or bonus offers.
- 11 An approved "Manager Withdrawal" represents a portion of your balance that was removed because it was not eligible for withdrawal. This amount could be Bonus funds (which are non-cashable) or because you have exceeded the Maximum Withdrawal Amount on your last bonus, with excess funds removed.
- 12 If one of the accounts in your household, or family has a bonus restriction the same restrictions apply to any other account of yours or your family's.

APPROVAL OF WITHDRAWALS

- 1 We will process your withdrawal as soon as we have verified the following:
 - 1 A valid identification document has been uploaded and verified
 - 2 Your payment details have been approved
- 2 Once the above has been verified, our payments team will review your request for approval. Your withdrawal will typically be sent to our payment service provider within 3-5 banking days (Monday to Friday, excluding Saturday, Sunday, and Public Holidays) of approval. Delays may occur from time to time and may extend the time needed to process your withdrawal.
- 3 Free withdrawals will automatically renew on the first day of each new month.
- 4 No minimum amount is required to receive free processing of withdrawals.
- 5 This is limited to the first two withdrawals a player makes in one calendar month.
- 6 Any withdrawals requested over 300 EUR will be processed free of charge with no restrictions.
- 7 A maximum withdrawal of 2,500 EUR will be approved per 24-hour period. A maximum of 10,000 EUR will be approved per 168-hour period. Ineligible requests will be denied within that time frame.

8 Exceptions may apply based on the customer's standing and activities with Scarlet Casino.

PROCESSING FEES AND LIMITATIONS

- 1 All withdrawals may incur a processing fee of up to 40 EUR, depending on the payment processor and/or withdrawal amount.
- 2 Due to 3rd party processing limitations or policies, the withdrawal amount paid or processed to players on a weekly or monthly basis may vary.
- 3 Due to limitations enforced by third party payment processors, in some cases, your withdrawal may be split in to multiple payments, each with a separate approval time.
- 4 When requesting multiple withdrawals, Scarlet Casino reserves the right to combine total withdrawals requested into as few requests as possible to make payments faster, and up to the maximum allowed amount to be paid per week.

REFUND POLICY

- 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 30 calendar days if a Player alleges that another individual has accessed his/her Player Account
- 2 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 your purchases. If your withdrawals exceed the total amount deposited, any excess amount will be paid to you via one of our alternative methods available.
- 3 Before a refund is processed, all bonuses and winnings in your balance will be deducted prior to calculating the refund amount.
- 4 In case any Credit Card deposits/withdrawals 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.
- 5 List of required documents to proceed with the refund (please note that additional documents could be requested): Photo of ID, Photo or screenshot of the payment system, Photo or screenshot of the document confirming the current address. We reserve the right to make a phone call to the number provided in your user account, which at our own discretion can be a necessary part of the KYC procedure. Withdrawals may be terminated until the account is fully verified. We will make reasonable efforts trying to contact you regarding the withdrawal of the funds, but if we are not able to reach you (by email or phone) in two (2) weeks as from the date of the request for withdrawal, account will be locked, since you have failed to pass the KYC procedure. All Refunds payouts are in principle processed between five and seven (5-7) banking days.