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Terms And Conditions

Last Updated: September 16, 2024

Introduction

Please read the following T&Cs ("T&Cs" or "Agreement") carefully prior to using Our website (the "Website") and/or using Our Services (the "Services"). The T&Cs and Our Privacy Policy are published on the Website and may be changed from time to time by Us. Any future new version of these T&Cs and Privacy Policy will take effect immediately upon publication by Us.

Interpretation

(1) In these T&C's:

- a. Headings are for convenience only and do not affect interpretation.
- b. Any term or expression implying the singular shall also include the plural and vice versa unless it is contrary to the clearly expressed meaning in the context in which it is used. A word indicating a gender includes every other gender.
- c. If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.
- b. "Includes" means in any form and is not to be taken as a word of limitation.

(2) By using the Services or visiting the Website You accept these T&Cs and Privacy Policy which are legally binding. If You do not agree to be bound by them, You should exit the Website immediately.

A. General

(1) These T&Cs constitute and govern the legal contractual relationship between the

parties, Clubhouse Media N.V. (hereinafter referred to as "XO Lotto" or "We"; "Us"; or "Our"); and You, as the user and customer (hereinafter referred to as "User" or "You" or "Yours").

"Account" means the properly registered account of the User opened up with Us in accordance with these T&Cs.

"User" means any individual that expressly or impliedly agrees to all these T&Cs by opening an Account and placing bets on games through XO Lotto's website www.xolotto.com from time to time, hereinafter referred to as the "Website".

"XO Lotto" in these T&Cs refers to Clubhouse Media N.V. a company based at Korporaalweg 10, Willemstad, Curacao, under gaming License number 8048/JAZ issued by Antillephone, authorized and regulated by the Government of Curacao.

(2) "Service" or "Services" shall include all services and promotional offer activities related to the Services and listed on the Website including placing bets on the outcome of lotteries (the "Lottery Gambling Services"); and where applicable, play virtual, random number generatorbased games such as scratchcards (the "Instant Win Games").

(3) All Users, accessing the Website agree to abide by these T&C's which also for the sake of certainty include the General Lottery Gambling Services rules, General Instant Win Games rules, Specifics Betting Game rules, terms and conditions for Offers, Promotions and Bonuses and Our Privacy Policy, which collectively govern the use of all Our Services (the "Agreement").

(4) The User must read, agree with and accept all of the T&Cs contained in this Agreement without modifications, which include those T&Cs expressly set forth below and those incorporated by reference, before the User may become an active, registered User of XO Lotto. By continuing to access or use the Website, the User agrees to follow the T&Cs and this Agreement. This Agreement shall also apply to all Services provided via mobile devices, including downloadable applications. All references to the use of the Website shall be construed as references to the use of Our Services provided for mobile devices; including all Our Internet portals, which are accessible at www.xolotto.com including joint or mobile Websites, which are operated by or within the same or another domain or within the same or another brand, any subdomains operated by Us (*xolotto.com) or top level domains (www.xolotto.*), as well as iframes or comparable contents supplied by Us within the Internet pages of third parties.

(5) XO Lotto may amend and/or assign this Agreement or any rights and/or obligations from time to time. The T&Cs and the Privacy Policy are published on the Website and may be changed at any time. The new version of these T&Cs will take effect

immediately upon Your next visit or login to the Website. If the User does not agree to be bound by the changes to these T&C's, the User must not use or access Our Services, and inform Us in writing immediately. In order to avoid misunderstandings and disputes at a later stage, Users can print out these T&C's.

(6) This Agreement describes the terms, conditions and risks applicable to the User when using the Services available on the Website. For certain regions or devices XO Lotto might also use other specific or country-specific domains. If the User has any questions regarding this Agreement, please contact Our Customer Support through the Website.

(7) XO Lotto may publish these T&Cs in a number of languages and shall reflect the same principles. This is done for information purposes and to help players. It is however the English version that constitutes the legal basis of the relationship between You and XO Lotto. Should there be any discrepancy between the T&Cs in the English version and the version in any other language, the English version shall prevail.

(8) These T&Cs come into effect when You register and confirm Your registration details in the registration process on the Website. By registering an Account with the Website You agree that You have read and understood these T&Cs. By using the Website You signify that You have accepted and agreed to the contents contained therein. You must read and understand these T&Cs fully before registering an Account with Us. Should You not agree with any part of this Agreement, You must not use or continue to use the Website.

(9) The Services are available to, and may only be used by individuals, who can enter into legally binding contracts under the law applicable to their country of domicile.

(10) In all circumstances XO Lotto shall not be held responsible for misuse of Our Services by any unauthorized parties or minors.

(11) The User guarantees at all times that they are not a resident of countries from where it is unlawful to access and use Our Services, including without limitation, the United States and its dependencies, and territories, American Samoa, Guam, Marshall Islands, North Mariana Islands, Puerto Rico, the Virgin Islands, Australia, United Kingdom, Hong Kong, Netherlands, Dutch West Indies and Curacao. Any person citizen of or resident in a country currently listed by the Financial Action Task Force as posing a risk to the international financial system, in July 2018 published at <http://www.fatf-gafi.org/publications/high-riskandnon-cooperativejurisdictions/documents/fatf-compliance-june-2018.html> ; any person listed on the financial sanctions list of HMRC, in July 2018 published at <http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm> ; and as may be updated from time to time; any person resident of, or any class of

persons subsequently added to the list of excluded countries or individuals or classes of individuals by amendment to these T&Cs. You should be aware that the right to access and/or use of the Website (including any or all the Services offered via the Website) may be illegal in certain countries. You are responsible for determining whether Your accessing and/or use of the Website is compliant with applicable laws in Your jurisdiction. You warrant to Us that Your use of Our Services is not illegal in the territory from which You access them. In addition, there are certain territories which We block. Our list of blocked territories does not necessarily correlate to those jurisdictions where We have taken a view on legality; similarly, if a territory is not blocked, that does not amount to a representation on Our part that participation in that territory is legal. The availability of Our site does not constitute an offer or invitation by Us to You to use the Website in any jurisdiction in which such use is illegal.

(12) XO Lotto is not liable for transmission errors by You or any third parties. Therefore, We shall not accept any claims for compensation due to any transmission errors, delays, or the misuse or manipulation of data unless directly as a result of a negligent act or omission by Us. In this context You should note that XO Lotto engages third parties to provide some of the Services and We are not liable for their acts or omissions. XO Lotto is therefore excluded from any liability regarding the Services unless as a direct result of a negligent act or omission by Us.

(13) XO Lotto reserves the right at its discretion to refuse a User registration, to impose certain conditions, to extend or change the Services, to reject bets in general and to limit bets, winnings or stakes any time without providing any reasons.

(14) Individual promotions and bonus offers may have additional terms and conditions, which are published separately. Please check carefully all terms and conditions associated with the individual promotions or bonus offers before taking part. Should these terms and conditions of the individual promotions or bonus offers conflict with these T&Cs, these T&Cs shall apply, except where the T&Cs are explicitly excluded or limited.

(15) Improper conduct by Users is forbidden. A User's misconduct is deemed to be a violation of these T&Cs, whenever, but not exclusively or exhaustively, if the User:

- a. Intentionally provides inaccurate or incomplete information.
- b. Attempts to manipulate results through concerted practices, alterations of the software We use or the Services or in any other undue way.
- c. Deliberately cause malfunctions or defects of the Website in order to undermine the Services.

- d. Sets up more than one Account per person.
- e. Any other term or condition set out in these T&Cs is violated.

(16) XO Lotto reserves the right, without limitation, to terminate events, games or any Services without prior notice and at its own discretion, whenever it deems necessary which are working incorrectly or malfunctioning.

(17) This Agreement shall be governed by and interpreted in accordance with the laws of Curacao, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of Curacao, and the parties hereby irrevocably consent to the jurisdiction and venue therein.

(18) In case that this Agreement is prohibited by any relevant legal authority, both parties are entitled to terminate this Agreement for cause. In such instances no further claims may be brought by either party.

(19) XO Lotto will not be liable in any way to any persons in the event of force majeure, or for the act of any government or legal authority.

(20) The User may not transfer any of their rights under these T&C's to any other person, entity or third party. XO Lotto may transfer its rights under these Terms and Conditions to another business where XO Lotto reasonably believes that the User's rights will not be affected.

(21) Except insofar as these T&C's expressly provides that a third party may in their own right enforce a term of these T&C's, a person who is not a party to these T&C's has no right under local law or statute to rely upon or enforce any term of these T&C's.

(22) The User understands and agrees that XO Lotto's records and subsequent management decision will be the final authority in determining the terms of the Users's participation in the Services, the activity resulting there from and the circumstances in which they occurred.

B. Account Registration

(1) In order to use the Services, the User must complete the registration form and open a User Account on the Website. The User must fill in the registration form provided by XO Lotto which shall at least include the following details and which may be amended by Us from time to time on the Website:

a. The User's identity; the User warrants to provide true, accurate, current and complete information regarding their identity during the registration process. Any false information or impersonation of any person or entity, misrepresentation regarding any affiliation with another person, entity or association, use of false headers or other acts or omissions to conceal one's identity from XO Lotto for any purpose will be prosecuted under the fullest extent permitted by law. A User accessing XO Lotto Services may be asked to provide valid subsisting verification of identity and relevant information at any time.

b. Date of Birth; the User warrants to XO Lotto that they are over 18 years of age. No person under 18 years of age or other higher minimum legal age in User's jurisdiction may be registered as a User and any funds deposited or any money won by any such person shall be forfeited.

c. The User's place of residence; please note that the User may be asked to prove their place of residence by providing proof of identity such as a copy of a valid identity card, passport or driving license and/or utility bill.

d. The User's valid e-mail address and if available, contact number (phone / mobile).

f. Password; the User is advised to choose a strong and non-predictable password for security reasons and is responsible for ensuring that this password is kept as highly confidential. In the event that there is concern that the secrecy of the username and password is no longer the case, the User must notify XO Lotto immediately.

(2) During and after the registration process the User may be required to provide XO Lotto with additional valid identification, including but not limited to the address, contact email and/or personal telephone number. In the event that XO Lotto has reason to believe that the information given is inaccurate or You refuse to supply the information within 45 days of such request, XO Lotto is entitled to suspend or terminate the User's Account and retain any winnings. In addition, XO Lotto is entitled to require the User to provide proof of age and to refuse a User's admission to the Service if it has any reason to believe that the minimum age requirement is not fulfilled.

(3) The User is responsible for the security of their username and password for the Account on the Website. XO Lotto accepts no responsibility for any damage caused due to any act or omission of the User causing inappropriate or irregular use of the Account.

(4) The User shall ensure that the registration details are kept up-to-date and shall make any necessary changes of name, address or e-mail address on XO Lotto's Website without undue delay. It is the User's responsibility to change their personal information if needed. The User cannot change their registration details on the Website after

registration, to update their registration information the User has to contact support and provide hello@XOLotto.com with a proof of such registration information not older than 3 months.

(5) XO Lotto is in no way responsible for any unauthorized access to a User's Account by a third person and will not be held responsible for any loss suffered due to the illicit use of a User's username or password by a third person, of unauthorized access, and/or for any transaction in which the username and password of a User was registered correctly.

(6) In order to place a bet with an Account on the Website, the User must have sufficient funds on their Account for the bet(s) they wish to place.

(7) With the use of an Account on the Website the User ensures at least the following:

- a. The User has completed the registration form truthfully and correctly.
- b. The User is not an individual under 18 years of age or other higher minimum legal age in User's jurisdiction.
- c. The User is neither under legal supervision nor restricted in their business activities.
- d. The User has registered personally on their behalf and not on the behalf of someone else.
- e. The User uses the Account for personal use and has no commercial intentions.
- f. The User has no knowledge about any bet result of the underlying bet before placing it.
- g. The User does not have multiple Accounts on the Website.
- h. The User has read and accepts these T&Cs.

(8) XO Lotto accepts only one Account per person. The use of more than one Account per physical User is prohibited. In the event that XO Lotto has a reasonable suspicion that the User has registered multiple Accounts XO Lotto retains the right to close a User's Account at any time and to cancel all the transactions pertaining to any User that has registered more than one Account in their own name or under different names irrespective of the reason for doing so.

(9) It is prohibited for Users to sell, pledge, transfer and/or acquire Accounts to/from other Users. Funds can only be remitted to the same Account from where they

originated at the deposit stage.

(10) XO Lotto accepts only natural persons with a single Account as a User. Neither a legal entity nor corporate body may register an Account on the Website.

(11) XO Lotto is not a financial institution and does not pay interest on any User's winnings or deposits.

(12) The base currency is EURO (€), but the Account balance of the User may be displayed in another currency.

(13) Any amount credited erroneously to a User's Account should be reported immediately to XO Lotto by the User. Any winnings and funds caused by an error are invalid regardless of how they occurred and must be repaid as a valid debt owing to XO Lotto.

(14) In the event of misconduct by a User, XO Lotto is entitled to immediately terminate the Agreement with the User and exclude them from further use of the Website. Further, XO Lotto is entitled to interrupt and terminate on-going activities, to block the User or the User's Account with or without prior notice and to retain the User's credit and winnings achieved through misconduct pending further investigation.

(15) Any indication of fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity which was the basis of a provision of an offer, promotion bonus or otherwise will render the Account inactive and any and all profits or winnings will be void.

(16) In countries where the report of winnings and losses is legally prescribed by legal authority or a financial institution, the User is responsible for reporting their winnings and losses to such authorities.

(17) XO Lotto will treat as confidential the information the User entrusts to it, in accordance with the disclosures it provides during the registration process and in accordance with its Privacy Policy.

(18) XO Lotto supervises all Accounts and data in confidence subject to any legal obligation, We have to disclose what may be requested by any relevant regulators or legal authorities.

(19) XO Lotto reserves the right to refuse a User registration, to impose certain conditions, to extend or change the Services, to withdraw betting markets or other Services, to reject bets in general and to limit bets, winnings, odds or stakes at any time

without providing any reasons and at its own discretion.

(20) There is no general right to registration, opening an Account or placing a bet on XO Lotto's Website.

(21) If a User's registration has been refused or the Account has been closed at XO Lotto's sole discretion, the contractual obligations already made will be honored where practicable. It is in Our sole discretion to refuse any registration request.

(22) XO Lotto may waive a right or provision from these T&Cs in particular cases. XO Lotto will not be held liable in that event and the User has no claim for a waiver of such or similar right or provision in the future.

(23) No person shall use the Website for the purpose of money laundering. XO Lotto may employ best-practice anti-money laundering procedures. XO Lotto reserves the right to refuse to do business with, to discontinue to do business with, and to reverse the transactions of Users, who do not accept or conform to the following anti-money laundering requirements and policies:

a. Winnings will only be paid to the individual who initially registered to open a live Account and specifically only to the originating credit card or Account on file.

b. When a User funds an Account by means of credit/debit card deposits, winnings will only be distributed to the individual whose name appears on the card used to make the deposit. In the event of special circumstances, such as a change of card due to card expiry or a change of financial institution, the User may make a written request to XO Lotto's customer support via the Website, explaining the circumstance and providing the necessary documentation as to why winnings or withdrawals should be directed to another Account or card. XO Lotto will process such request and where deemed necessary seek a regulatory ruling. Approval of such requests are at the discretion of XO Lotto.

c. Only one Account is allowed per person. No winnings may be collected on Accounts opened under false names or on multiple Accounts opened by the same person.

d. Transfer of funds between XO Lotto's Account holders are prohibited.

e. XO Lotto may, from time to time, at its sole discretion, require a User to provide additional proof of identity such as a notarized copy of their passport or other means of identity verification as We deem fit under the circumstances and We may, at Our sole discretion, suspend an Account until such proof has been provided to Our satisfaction.

f. All transactions are reviewed to prevent money laundering.

g. If the User does not respect the above rules or the T&Cs generally then XO Lotto may suspend the User's Account pending investigation.

(24) Any suspicious or fraudulent transactions will be immediately reported to the relevant authorities.

(25) By accepting the T&C's and/or registering to use the Website You hereby agree that We shall be entitled to conduct any identification, credit and other verification checks from time to time that We may require (or are required by applicable laws and regulations, or by any relevant regulatory or licensing authorities) regarding the use of the Website and Our Services generally, including such information We may need to verify concerning Your source of funds. You agree to provide all such information as We reasonably require in connection with such verification checks. We shall be entitled to suspend or restrict Your Account in any manner that We may deem in Our absolute discretion to be appropriate, until the relevant checks are completed to Our satisfaction.

(26) If You hold an active, inactive or suspended Account with Us You consent to receive ongoing information from Us about Our Services. If You have had Your Account terminated, You still consent to receive ongoing information from Us about Our Services for a reasonable time. The above consent to receive such information is at all times subject to Your right to opt out of receiving any further information in accordance with the procedure set out in Our Privacy Policy.

(27) You acknowledge and agree that We may publish the amounts You have won alongside Your first name and the first letter of Your surname and country of residence on the Website and/or through social networks, blogs etc. In case of all winnings equivalent to €50,000 or more, the User may be invited to receive them at a hospitality and handover ceremony organized by Us (that might be open to media, subject to Our discretion) and to give an interview or interviews subject to full prior disclosure as to what the ceremony will involve. The User may elect to decline the invitation or remain anonymous for the purposes of the media interviews.

C. Deposits And Payments

(1) The User agrees that XO Lotto and or any of its subsidiaries is responsible for credit card and payment processing as per agreements between the companies.

(2) All payments into the Account must be from a payment source on which the User is the named the sole Account holder.

(3) Several payment methods can be utilized in order to deposit funds to a User's Account such as credit cards, bank transfer and electronic payment methods as determined by Us from time to time. Certain payment methods may involve charges to Users depending on the volume of the transaction. Bank transfers can take several days to be deposited on the User's Account. Cash Deposits are not accepted. Depending on the method selected, deposits can incur charges or processing fees. Your bank may independently charge You for bank wire transfers and other methods of payment.

(4) XO Lotto reserves the right to impose certain conditions on the use of particular payment methods. XO Lotto also has the right to change, add, limit or suspend the payment methods available without giving any notice. XO Lotto does not guarantee that all methods of payment are available at all times and for all countries.

(5) XO Lotto reserves the right to limit the minimum and maximum deposit amount per transaction for every provided payment method. The maximum deposit amount varies in accordance to the payment method used on the Website.

(6) The User acknowledges that XO Lotto reserves the right to request proof of transfer of deposits to User Accounts. We also reserve the right to approve high volume deposits.

(7) The User acknowledges that any recall or similar actions of correctly transacted transfers via any payment method is not possible.

(8) XO Lotto reserves the right to request an image of both sides of the credit card used to deposit funds into the User Account at any time and at its own discretion. In order to reflect the best security practices, the User may be asked to black out the CVV number and certain card numbers. We reserve the right to use additional procedures and means to verify Your identity when effecting deposits into Your Account.

(9) The User agrees not to deposit money using a credit card, bank accounts and any other payment accounts and solutions for which they are not authorized. Refunds will not be processed for unspent deposits to prevent money laundering and fraud. Deposits made in error or due to unauthorized transactions will be reviewed solely at XO Lotto's discretion. All refund requests must be submitted within 7 days of the deposit, with a response from XO Lotto provided within 1-3 business days.

(10) XO Lotto will use all its reasonable endeavors in an attempt to secure connections for all payment transactions to avoid unauthorized access by third parties.

(11) Self-deposit limits may be made available through the use of the Website.

(12) XO Lotto reserves the right to recall any payment that is made in error.

(13) Users wishing to receive a payment (including withdrawals) via bank transfer (SEPA), and who reside outside the European Economic Area (EEA), will receive the requested payment/withdrawal amount less any applicable bank charges.

(14) Currency and other banking and financial restrictions may apply depending upon Your country of residence and/or chosen payment method. We shall not be responsible to pay any currency conversion costs or losses when making any deposits (including third party fees, charges, levies, duties or taxes).

(15) The sole purpose of You depositing money in Your Account must be to participate in the Services, and You authorize Us to deduct monies to pay for the Services as requested by You from time to time as well as any applicable administration charges and fees which have been brought to Your attention in these T&C's. If We are of the view that You intend to use the Account for anything other than the Services, We have the right to suspend the Account.

(16) You agree that We shall be entitled to retain any interest which might accrue on monies held in Your Account.

(17) No credit will be offered by Us, and all bets must be supported by sufficient funds in the Account. We reserve the right to void any attempted expenditure which may have inadvertently been accepted when the Account did not have sufficient funds to cover any transaction or bet. Should funds be credited to User's Account in error it is the User's responsibility to inform Us without delay. We are entitled to recover such funds by Account adjustment at any time, set-off any positive balances in Your Account against any amount owed by You to Us.

(18) Users are able to change their payment method into their Account provided if We are satisfied that the new payment method complies with the relevant checks and procedures as determined in Our sole discretion and in accordance with the identification and fraud measures as stated in these T&C's. In proceeding to open an Account and deposit funds with Us You represent that You are the named Account holder at the time of opening the Account and on all subsequent use and transactions via Your Account.

(19) You agree that You will not make or attempt to make any charge backs, and/or deny or reverse any payment that You have made, and You hereby agree that You will reimburse Us for any charge backs, denial or reversal of payments You make and any loss (including bank penalty charges) suffered by Us as a consequence thereof. In case of any chargeback, reversal, an insufficient funds notice from Your bank or cancellation

of funds transfer after a bet has commenced, any winnings will be null and void.

D. Restrictions

(1) XO Lotto wants to ensure that its Users gamble in a responsible manner, but We also acknowledge that gambling can be addictive to some and affect their lives negatively. Since We care for Our Users, and want online gaming to be an enjoyable experience, We offer various measures which can be taken by a User to gamble in a responsible manner.

(2) The Website contains links to external entities and information which can help in case of addictive gambling. If You believe that You might be addicted to gambling, We encourage You to seek options for help through these areas of Our Website.

(3) By using the Services, the User is acknowledging that placing bets on the Website has the risk of losing money. It is the User's sole responsibility to assume the losses suffered through the User's Account.

(4) List of Restrictions for NetEnt Games.

a. Absolute Restriction: 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, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Georgia, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Spain, Sweden, Switzerland, Ukraine, United Kingdom, United States of America.

b. Blacklisted Territories: All NetEnt Casino Games may not be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Bulgaria, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Singapore, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe.

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

(i) In addition to the jurisdictions set out in paragraph b., Planet of the Apes Video Slot must not be offered in the following territories: Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine; (ii) In addition to the jurisdictions set out in paragraph b., 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; (III) In addition to the jurisdictions set out in paragraph b., Narcos Video Slot must not be offered in the following territories: Indonesia, South Korea; (iv) In addition to the jurisdictions set out in paragraph b., 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.

d. 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.

E. Withdrawals

(1) The User may request a withdrawal of the existing balance on their Account if at least the following is given:

- a. All incoming payments have been confirmed.
- b. Any corresponding bonus offers or promotion conditions are fulfilled.
- c. The User's request and the withdrawal are in accordance with these T&Cs.

(2) Withdrawals from a User's Account can only be addressed strictly to the person solely registered on the Account in accordance to the conditions specified on the Website.

(3) XO Lotto reserves the right to transfer amounts via bank transfer, if the User's deposit method has no withdrawal option. In this case the holder of the bank account and the XO Lotto Account must be the same person.

(4) XO Lotto's finance department handles all withdrawal requests submitted. XO Lotto reserves the right to verify the entitlement of the User and, in case of doubt, to retain the withdrawal. Valid documents issued by government and identity documents must

be submitted in order to process a withdrawal. XO Lotto reserves the right to verify the User's identity, age and location at any time before processing any amount of requested withdrawal.

(5) The personal data of the User, of the Account holder and the holder of the bank account (or any other payment method) must correspond. XO Lotto reserves the right to request further documentation for the proof of identity and verification of the bank account (or any other payment method) and retain winnings until such proof has been provided.

(6) Complaints regarding withdrawals must be submitted within 30 days of the withdrawal request.

(7) Once a withdrawal request is submitted it can take XO Lotto up to 3 business days to process the request. However, XO Lotto will use its reasonable endeavors to process withdrawal requests immediately.

(8) Withdrawals of winnings or parts thereof will be paid out upon request of the User in accordance with the withdrawal rules stated in these T&Cs. The maximum withdrawal amount per transaction varies in accordance to the particular payment method used via the Website.

(9) XO Lotto reserves the right to reject withdrawals via a particular payment method and to transfer via bank transfer to User's bank account without providing any reason.

(10) Withdrawals can be deferred up to 30 days after User's request.

(11) The minimum withdrawal amount is €25. We reserve the right to set minimum withdrawal limits from time to time in circumstances where the costs of processing the request are disproportionate to the amount requested to be withdrawn.

(12) Account holders playing on XO Lotto's Website can only withdraw funds through electronic payment methods and/or bank transfers, and/or through financial institutions. XO Lotto will not allow cash withdrawals.

(13) All transactions have to be processed in accordance with anti-money laundering regulations that are deemed relevant by Us and in accordance with Our anti-money laundering policies. In order to mitigate money laundering and fraud, funds from unspent deposits may not be withdrawn. Under no circumstances will a User be able to withdraw any promotional or bonus funds. This also includes any unspent deposits or payments directly attributed to a promotional offer.

(14) We will conduct at Our absolute discretion such checks We consider appropriate to verify a User's identity on any one or cumulative withdrawals totaling €2,000 or more.

(15) Free to play demo games may be available to play by a registered and non-registered User. As long as the User is connected to the internet and does not intend to bet real money, they can play free online demo games that may be offered on Our Website. Any winnings deriving from such free demo games are virtual winnings and are not redeemable into real money.

(16) Currency and other banking and financial restrictions may apply depending upon Your country of residence and/or chosen withdrawal method. We shall not be responsible to pay any currency conversion costs or losses for any withdrawals (including third party fees, charges, levies, currency exchange rates, duties or taxes).

F. Suspension And Account Closure

(1) Users may choose to close their Account at any time. In such cases a User is requested to send an email to hello@XOLotto.com and Our customer support will proceed with closing the Account and confirming to the User that such termination has taken place. Any negative balance on Your Account will fall immediately due and payable to Us, and Your Account will not be closed until the relevant amount owed to Us is paid in full. Please note if You want to close Your Account because You believe You have problems controlling Your betting You should access Our self-exclusion procedures on the Our Website.

(2) XO Lotto reserves the right, in its sole discretion, to void any bets or winnings, to terminate the Agreement, to deactivate the Account, to refuse, cancel the Services, to block transactions from Account and/or refuse to distribute profits to anyone for any legitimate reason including, but not limited to:

- a. The User provides incorrect or misleading information on their Account or upon registration.
- b. The User has neglected or has failed to provide required identification documents.
- c. The User provides documents which do not match with the data from credit card or other payment method Account.
- d. The User is not of legal age and not at least 18 years old; or We have reason to suspect you may be under the age of 18 (or older depending on the age required by the law in the country where You reside and use the Services).

e. The User has defrauded or attempted to defraud XO Lotto or any other party in any way. This includes any system based on the use of software, techniques, computer, machines or similar tool or the establishment of a syndicate of Users in order to defraud or to cause damage to XO Lotto, its Users or any other party.

f. The User has multiple Accounts registered on XO Lotto Website or several Accounts, which indicate that such Accounts relate to the same User or group of Users (IP, home address, similarity in username, email, same payment methods, same gaming history).

g. The User has allowed or permitted access to a third party to their Account or a third party has accessed the User's Account through no fault or intention of the User.

h. The User acts in an indecent way when communicating with XO Lotto's employees or other Users using inappropriate language via e-mail, chat or phone.

i. We are requested to do so by any regulatory or licensing authority, or court.

j. We have concerns about Your Account's use of the Services either from a social responsibility perspective or because We are not satisfied that Your betting is within Your means or We are unable to satisfy ourselves as to the legitimacy of the source of the funds You are using to play.

k. Your Account identification verification in accordance with Section 2 above is not completed within 45 days.

l. The User violates any T&Cs of this Agreement or fails to comply with it when directed to do so.

(3) XO Lotto prohibits Users from using devices, such as robots, that distort normal use of the Services.

(4) The User expressly authorizes XO Lotto to collect any Account fees due and owing pursuant to these T&Cs by debiting the User credit card on file, or by debiting the User's XO Lotto Account.

(5) The term of the Agreement shall be for an indefinite period and should the User wish to terminate this Agreement at any time, he may do so by sending an e-mail notification to XO Lotto. As of termination, the User shall not be able to carry out new transactions.

(6) If We close or suspend Your Account for any of the reasons referred to in these T&Cs, You shall be liable for any and all claims arising therefrom and shall indemnify and hold

Us harmless on demand for such claims. In the circumstances referred to above, We shall also be entitled to withhold and/or retain any and all amounts which would otherwise have been paid or payable to You.

G. Inactive Accounts

(1) We will apply an administration fee to all Accounts that have been inactive for a consecutive period of at least 180 days in accordance with the following procedure. An Account is deemed to be inactive during any relevant period in which none of the following actions take place in relation to it: (i) a successful deposit; or (ii) a bet is placed.

(2) If, on being deemed to be inactive, the balance on Your Account is zero, Your Account can be suspended, and no fee shall apply.

(3) If, on being deemed to be inactive, Your Account has a positive balance, We shall take reasonable steps to notify You using the details You provided during Your registration process (or as updated by You).

(4) If Your Account remains inactive, after a minimum period of 45 days following Our first attempt to notify You that Your Account has become inactive, We shall deduct a monthly administration fee from Your Account balance of 5% with a minimum transaction fee of €5.

(5) The administration fee shall be deducted from Your Account balance on the expiry of the 45-day notification period and every 30 days thereafter at the same rate until the earlier of: (i) Your Account balance reaching zero when no further administration fee shall be deducted, and Your Account can be closed; or (ii) You reactivate Your Account in which case no further administration fee shall be deducted.

(6) You can reactivate Your Account by transacting with Us, such as, but not limited to: (i) making a successful deposit; (ii) placing a bet; (iii) entering any of Our contests or promotions; or (iv) taking up any of Our other Services.

H. Betting And Transactions

(1) Each User is obliged to read and acknowledge the T&Cs in their valid version, including all the Services rules and provisions of minimum and maximum stakes, maximum payouts or similar provisions.

(2) It is Your responsibility to ensure details of Your bets are correct. Once bets have been placed they may not be cancelled or changed by You. We reserve the right to

cancel any bet in Our absolute discretion at any time prior to the Services occurring without Us incurring any liability to You.

(3) Placing a bet with XO Lotto is only possible via the official XO Lotto Website. We only permit and accept use of the Services online (e.g. Website, mobile web or mobile app).

(4) XO Lotto is not liable for damages if the User can place bets despite insufficient credit. The bet will be declared invalid. A completed bet or bet is only accepted if the User's Account has sufficient credit for such a bet. Participation in the Services will not be valid if there are insufficient funds in Your Account.

(5) XO Lotto reserves the right to reject individual bets, to limit the stakes on individual bets without providing a reason.

(6) XO Lotto reserves the right to cancel any bets up to the start of a live game or tournament event, without giving any reasons.

(7) After an event has started, XO Lotto may cancel bets provided that the User is in violation of these T&Cs or rules as applicable from time to time, or in particular, if they are under the suspicion of manipulation/rigging, keeping duplicate Accounts or using third parties in order to place bets.

(8) The recorded data of XO Lotto is relevant for all the contents of a bet. Obvious errors must be reported by the Users. In the event that any information or result is incorrectly recorded, XO Lotto reserves the right to correct or declare results void and will take remedial action in order to rectify and amend the data in its system so as to reflect the correct information. Any winnings that are affected by the incorrect information will also be amended accordingly.

(9) XO Lotto determines a fixed time until bets are accepted. The acceptance of a bet will be confirmed, and the accepted bet is listed in the User's Account in detail.

(10) For invalid bets the stakes will be refunded to the User's Account. This is in the particular case given when transmission errors occur or the date or time of the bet or necessary data of the User's Account are missing or incorrect.

(11) Only XO Lotto determines the deadline or Cut-off Time for accepting bets on Services.

(12) XO Lotto reserves the right to correct or to declare results void, if the result has been caused by a technical fault, by a manipulation of the particular event/tournament or by an error occurring in the payment transaction.

(13) XO Lotto assumes no liability for input, transmission and/or evaluation errors. XO Lotto reserves the right to correct obvious errors or declare the affected bets as "invalid". Obvious errors in this clause may be typos, incorrect amounts payables or similar errors that affect the possible or actual winnings.

(14) Your funds will be allocated to the Services in the order they are placed by You.

I. Lottery Gambling Services

(1) XO Lotto provides the ability to place a bet on the outcome of lotteries that We make available to You (betting on the outcome of lotteries are altogether referred to as the "Lottery Gambling Services"). When You place such a bet You are entering into a contract with Us, not with the lottery provider.

(2) Definitions for Lottery Gambling Services:

a. "Cut-off Time" means the cut-off time for the acceptance of a Lottery Bet in respect of a lottery draw on the Website.

b. "Jackpot" means the maximum possible winning paid by XO Lotto in respect to the underlying Source Lottery draw of the relevant Prize Category of the relevant lotteries or the sum thereof.

c. "Lottery Bet" means the act of placing a bet on the outcome of any certain real event with a determinable outcome (such as, but not limited to a particular Source Lottery) as offered on our Website.

d. "Lottery Winnings" means the return strictly calculated and payable only in accordance with the T&Cs and /or rules (including any bonus payments, annuity payments or Special Jackpots) paid to the User in respect of a Successful Lottery Bet.

e. "Prize Category" (or Prize Tier) means the category to the amount of numbers correctly matched (including but not limited to Super Numbers, Stars, Euro Numbers, Powerballs, Megaballs and/or Bonus Balls as applicable and the like) and which result determines the Prize Category in respect of the relevant draw of a certain Source Lottery or any relevant Lottery Gambling Services offered by XO Lotto.

f. "Source Lottery" means the lotteries that the Lottery Gambling Services on the Website is based upon and referred to in Appendix 1.

g. "Successful Lottery Bet" means a winning Lottery Bet which was successfully submitted via the Website by a User and which strictly complies in all respects with

these Terms.

h. All other capitalized terms used in these conditions specific for Lottery Gambling Services have the same meaning assigned to them under this Agreement and the T&Cs.

(3) Betting on the Lottery Gambling Services

a. Once any Lottery Bet has been submitted, it cannot be altered or cancelled.

b. The User may review the full details of all lottery bets placed by logging into their User Account on the Website.

c. The User may automatically extend their bets by selecting the "Subscription" option which may be available separately for a lottery game. Depending on the selected lottery game the User may then select to continue placing of Lottery Bets. After this binding Subscription period has elapsed, the Lottery Bets are once again renewed automatically for the selected period of the Subscription, unless a notice of cancellation is received via the User Account. The cancellation of a Subscription must be received by the XO Lott not later than twenty-four (24) hours prior to the next lottery draw of such subscribed lottery game. The stakes for following Subscription Lottery Bets will be debited by pre-payment for the following period of the renewed Subscription.

(4) Void Lottery Bets

XO Lotto is authorized to, in its sole discretion to void any Lottery Bets, whether active or settled if:

a. The Lottery Bet was placed after the relevant Cut-off Time deadline or after the start of the relevant draw. If XO Lotto incorrectly accepted a Lottery Bet on the Website after the relevant Cut-off Time deadline or after the start of the relevant draw, any such Lottery Bet's will become void.

b. XO Lotto accepts a Lottery Bet by a User who has provided false, incomplete or expired information associated with their User Account or otherwise related to the Website or any the Services available on it.

c. XO Lotto becomes aware of a genuine mistake in relation to a Lottery Bet or draw and is not able to contact the User to correct the error or confirm the Lottery Bet prior to the Cut-off Time deadline.

d. XO Lotto accepts a Lottery Bet by a User who is involved in any fraud-related

activities relating to the placing of the Lottery Bet, the operation of the User Account or relating to the Website or the Services.

e. XO Lotto accepts a Lottery Bet by a User who was, at the time of placing the Lottery Bet, less than 18 years old, or created their Account when they were less than 18 years old.

f. In conjunction with any draw any fraud and/or technical and/or human error or unwarranted influence was found.

g. The draw is declared invalid by an organizer or co-organizer of the relevant lottery.

(5) Syndicate Games (Group Play Games)

a. A syndicate is a group of Users who choose to play the same number combinations together as a group. All winnings from lines played by the syndicate will be shared between all the active User members of the syndicate, depending on the amount of shares each User has.

b. A share refers to the percentage of prize winnings each member of the syndicate is entitled to in a syndicate lottery play.

(6) Valid Lottery Bets

a. Valid Lottery Bets will be placed on the next relevant draw that takes place, provided that they are placed before the respective Cut-off Time deadline and provided that the User has not intentionally selected something else on purpose. The Cut-off Time deadline will be displayed on the Website for each lottery draw. It is up to the User to make sure that the Lottery Bet is placed before the relevant Cut-off Time deadline. For the avoidance of doubt, placing a Lottery Bet after the start of a specific draw or a draw that has actually occurred will not be valid, irrespective of any automatic confirmation, that may be generated via email or the Website, or irrespective of a wrong Cut-off Time deadline displayed on the Website.

(7) Lottery Draws

a. For the avoidance of any doubt, XO Lotto is not a lottery operator.

b. If the relevant operator of a relevant Source Lottery makes multiple draws on the same date, then unless otherwise specified by XO Lotto, a User's Lottery Bet will apply only to the main draw taking place on that date (or, where no main draw takes place, the first draw), under exclusion of any other draw made by the relevant lottery operator.

c. If a lottery draw does not take place or no draw result is published or officially announced, all valid Lottery Bets on that draw may stand for the rescheduled draw or any such Lottery Bet will be refunded to the Users account upon XO Lotto's sole discretion.

(8) Lottery Winnings

a. The payout by Us of all Lottery Winnings will only be made in strict accordance with these T&Cs and is guaranteed through hedging, insurance and other financial instruments including, on occasion, the purchase of actual entries in Source Lotteries. Winnings are calculated by reference to the betting and payment of Lottery Winnings details set out in the rules and all of the domains comprising the Website.

b. Only one Prize Category can be won per Lottery Bet, which will be the highest prize of the available Prize Category achieved by, and relevant to, that Lottery Bet. A Successful Lottery Bet can win in more than one Prize Category, based on the separate Lottery Bets it is made up of.

c. A User cannot claim any Lottery Winnings or payout(s) from XO Lotto and/or XO Lotto may at its discretion decide about the validity of a Lottery Bet or a User's entitlement to Lottery Winnings or void a Lottery Bet if:

(i) Lottery Bets were placed after the relevant Cut-off Time deadline or after the start of the relevant draw; (ii) Lottery Bets were erroneously accepted after the relevant deadline or if the relevant draw had already begun or taken place; (iii) XO Lotto becomes aware of an error in relation to that Lottery Bet or draw and is not able to contact the User to correct the error or confirm the bet before the deadline; (iv) The Lottery Bet was placed by a User who has provided false or inaccurate information in connection with their User Account or otherwise in connection with the Website or the Services available on it; (v) The Lottery Bet was placed by a User who has been involved in any fraud-related activities in relation to the placing of the bet, the operation of the User Account or otherwise in connection with the Website or the Services available on it; (vi) The Lottery Bet was placed on behalf of a User who is or was a director, officer, or employee (or their spouse or dependent) of XO Lotto or a related corporate body affiliated with XO Lotto; (vii) In conjunction with any draw, fraud, technical and/or human error or unwarranted influence was found; (viii) The draw is declared invalid by the relevant Source Lottery operator.

d. If any Lottery Bet is voided in accordance with clause (8)c(i), (8)c(ii), or (8)c(iii), XO Lotto will use reasonable efforts to enter the User's Lottery Bet on the next relevant draw or crediting the User's Account with the relevant sum except in those cases where the Lottery Bet was placed by a User who is under the age of 18.

e. A Successful Lottery Bet on the XO Lotto Website will be paid out as if the User had participated in the relevant underlying Source Lottery. To this effect, theoretical applicable Federal, State and City taxes will be applied to the advertised value in each relevant Prize Category. For Source Lotteries organized in the USA, the net payout of a Successful Lottery Bet will be calculated as if the User was a resident of New York City, USA. For Source Lotteries organized in Spain, the net payout of a Successful Lottery Bet will be calculated as if the User was a resident of Barcelona, Spain. For the pan-European lotteries Euro Millions and Euro Jackpot, the net payout of a Successful Lottery Bet will be calculated as if the User was a resident of Paris, France and Hamburg, Germany respectively. For all other Lottery Gambling Services, the net payout of a Successful Lottery Bet will be calculated as if the winner was a resident of the city in the country where the Source Lottery is organized.

f. A User with a Successful Lottery Bet will be treated equally so that that their Lottery Winnings will be the same as the payout they would have received, had they bought a winning ticket in the underlying Source Lottery instead of placing a Lottery Bet on the XO Lotto Website. If the underlying Source Lottery has not announced a pay out in the respective Prize Category for the relevant draw, the Lottery Winnings payable in respect of a Successful Lottery Bet in that Prize Category will be calculated and determined by XO Lotto accordingly.

g. The Lottery Winnings payable in respect of each Successful Lottery Bet will depend on the number of winning tickets in the relevant Prize Category in the underlying Source Lottery, the number of XO Lotto Successful Lottery Bets in the relevant Prize Category and the payable prize by the Source Lottery operators for the winning tickets in the relevant Prize Category. XO Lotto will calculate this amount on the basis of the amount of aggregate stakes published by the operators of the underlying Source Lotteries as well as the distribution to the Prize Categories or on the basis of the amount published on the website of the operators of the underlying Source Lotteries for the Prize Categories of the relevant draw. The total of all Lottery Winnings payable for the Prize Categories for a certain draw must never exceed the amount for the relevant draw and might be divided among the winners.

For the sake of explanation, the following examples are provided:

Example 1: There is one XO Lotto Successful Lottery Bet in Prize Category 1 and no winning ticket has been announced by the operator of the underlying Source Lottery in Prize Category 1 in respect of a Jackpot of 50,000,000.00 EUR. The winnings payable in respect of that single Successful Lottery Bet in Prize Category 1 would be 50,000,000.00 EUR.

Example 2: There is one XO Lotto Successful Lottery Bet in Prize Category 1 and two

winning tickets have been announced by the operator of the underlying Source Lottery in Prize Category 1 in respect of a Jackpot of 90,000,000.00 EUR. The winnings payable in respect of that single XO Lotto Successful Lottery Bet in Prize Category 1 would be 30,000,000.00 EUR.

Example 3: There are two XO Lotto Successful Lottery Bets in Prize Category 1 and no winning ticket has been announced by the operator of the underlying Source Lottery in Prize Category 1 in respect of a Jackpot of 80,000,000.00 EUR. The winnings payable in respect of each XO Lotto Successful Lottery Bet in Prize Category 1 would be 40,000,000.00 EUR

(9) While it is Our intention to pay out Lottery Winnings in the manner paid by the Source Lottery, We reserve the right to pay Lottery Winnings of any Jackpot prizes or Prize Category 1 and Prize Category 2 Lottery Winnings as regular annuity payments in a similar manner to any annuity option plan offered by the Source Lottery. In that case We will set up a single premium immediate annuity plan with an asset manager of Our choice with the Winner as account holder and beneficiary.

(10) Advertised Lottery Prizes

a. All of the advertised prizes by the relevant Source Lotteries and by the XO Lotto Websites, are prizes gross of any relevant theoretical federal or state taxes/levies on winnings in accordance with clause (8).

b. XO Lotto reserves the right to offer and advertise a prize higher or lower than the prizes advertised by the relevant underlying Source Lotteries. We may announce a Special Jackpot in Our sole discretion. Any Special Jackpot sum We announce replaces any Source Lottery Jackpot prize or possible Prize Category.

(11) Commitment to XO Lotto Decisions

a. In the event of a dispute in respect of a Lottery Bet or the payment or awarding of any Lottery Winnings, XO Lotto may withhold payment of the winnings until any dispute has been fully resolved.

b. When XO Lotto makes a final decision, or exercises any discretion referred to above, XO Lotto may, solely at its discretion, reimburse the sum paid by the User for the relevant Lottery Bet or offer a new Lottery Bet to the User.

(12) Miscellaneous:

(1) In the event of any discrepancy or inconsistency between these clauses in Section I

including the conditions specific to customers wishing to bet on the Lottery Gambling Services in that Section, and the T&Cs and the rules of XO Lotto, these clauses and conditions in Section I specific to Users wishing to bet on the outcome of the Lottery Gambling Services shall prevail. In all other cases the general T&Cs of XO Lotto shall apply.

J. Instant Win Games

(1) Users can participate in Instant Win Games (IWG) on the Website. These are virtual games whereby successful numbers are selected at random via a certified random number generator.

(2) Users may pay to participate in a single or multiple IWG(s). Your stake is calculated using the amount of IWG paid for and can be found in the IWG's game information on the Website.

(3) Details of Your participation in IWG's can be found in the Transaction History area on the Website.

(4) We may supplement or delete from the range of IWGs on the Website or revise the format of any IWG.

(5) You can win a single prize for each IWG (except where it is otherwise provided for). There are many different prizes to be won, for example:

- a. Monetary prizes.
- b. Tangible rewards (as described on the Website).
- c. Entries for additional Instant Win Games.
- d. Other rewards We determine in Our discretion.

(6) If a purchased IWG participation is not played within a two-week period, XO Lotto reserves the right to play the IWG on behalf of the User. Any Winnings will be paid out to the User Account.

(7) Each User acknowledges that they enter the Website and participates in the IWG's provided at their own risk. The Websites and the IWG's are provided without any warranty whatsoever, whether express or implied.

(8) XO Lotto shall not be responsible for any downtime, server disruptions, lagging, or

any technical or political disturbance to the IWGs. In the event of a malfunction, all IWG's are void. Refunds may be given solely at the discretion of XO Lotto.

(9) The User understands and acknowledges that if there is (or if the User is later notified) that there is or has been a malfunction in an IWG or its interoperability, any stake made during such malfunction shall be deemed invalid and the result, null and void, regardless of whether winnings have been paid out. Winnings obtained by a User in respect of a malfunctioning IWG shall remain the property of XO Lotto. Any Stake from said winnings played in any subsequent IWG round or rounds and the resulting shall also be deemed invalid and any result, null and void. The User is obliged to return any winnings obtained under this clause immediately to XO Lotto, whether or not upon demand.

(10) To the fullest extent permitted by law, XO Lotto disclaims all liability for any cost, expense loss, damage, claim and/or liability to the User or any third party, howsoever arising, in relation to the Website or its content, or the User's use of the Website or participation in any IWG; including without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the site or its content or any errors or omissions in content. In any case XO Lotto's respective maximum liability arising out of or in connection with any of the foregoing events, whether in contract, tort, breach of warranty or otherwise, shall not exceed €100 in any particular instance.

(11) XO Lotto is licensed to provide Instant Win Games pursuant to a license granted to it by the Government of Curacao which is the regulator for all forms of gaming in Curacao, including games of chance.

(12) Location

a. All IWG's take place in the territory of Curacao.

K. Offers And Promotions

(1) XO Lotto may, at its sole discretion, award or introduce promotional offers to its User's via their participation in promotions, referrals, competitions or via rewards through a loyalty program. Promotional credits, promotional cash, Free Bets and other offers are deemed as promotional funds and will reflect as such within the Users' account balance. These promotional offers are intended for use only on services specified at the time of the offer. Accepting certain promotional offers might be subject to specific terms and conditions that will be provided to you. Unless stated otherwise, promotional offers and rewards will follow our standard promotional terms. You are not permitted to

withdraw any promotional funds or redeem any rewards without adhering to the relevant terms. The type and amount of promotional offers may differ, and you must wager the promotional funds to be able to withdraw them. Therefore, you should carefully review the rules for bonuses and rewards before engaging in any promotions.

(2) All Services are intended for recreational Users and We may at Our sole discretion limit the eligibility of Users to participate in all or part of any of them. All promotional offers, promotional funds and bonuses are limited to one per person, per household, per computer, or per IP unless otherwise specified.

(3) XO Lotto reserves the right to remove any unused promotional funds after 60 days of issue. Specified promotional offers and campaigns may have a shorter expiration period.

(4) Prior to the withdrawal of any promotional funds or winnings accrued from wagers made with such funds, you must meet the specified wagering requirements. Upon requesting a Real Money withdrawal before these wagering requirements are met, you will forfeit all promotional funds. In such an event, we will proceed to remove any promotional funds from your account before the withdrawal of your Real Money balance is processed and approved.

(5) Real Money will be utilized prior to any bets made with promotional funds. Bets made with Real Money do not contribute towards meeting the wagering requirements of promotional offers. The wagering requirements are only decreased by the amount of promotional funds wagered when you place bets with promotional funds or a combination of Real Money and promotional funds.

(6) Promotional offers are subject to a wagering requirement of thirty times (30x) the received promotional amount unless stated otherwise in the campaign terms. For clarity, all promotional offers shall adhere to standard promotional terms, and the standard wagering requirement of thirty times (30x) the bonus amount will be enforced when a promotional offer is received. Lottery Bets are subject to a minimal wagering requirement of one time (1x) the promotional amount. Real Money deposits are subject to a one-time (1x) wagering requirement before withdrawal. In the event and to the extent of a conflict between the general T&Cs and the promotion or competition specific terms and conditions, these Terms and Conditions will always take precedence over the promotion-specific terms and conditions.

(7) Promotional offers will automatically be reset and cancelled when the User's total spendable or promotional balance reaches €0.00. Additional Real Money deposits can be made prior to a promotional reset event; and the amount of any promotional funds that have already been credited to your XO Lotto account balance will remain available

to you.

(8) XO Lotto may, at its sole discretion, create referral and/or promotional codes that may be redeemed for existing Services or future Services and/or a third-party provider's services, or other features or benefits related to the Services and/or a third-party provider's services, subject to any additional terms that XO Lotto establishes. You agree that Free Bet referrals and/or any offers or promotional codes must be used for the intended audience and purpose, and in a lawful manner, may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by XO Lotto. Any offer or promotion may expire or be disabled by Us at any time for any reason without liability to XO Lotto.

(9) XO Lotto will not accept or honour any promotional offer, bonus, or special offer once it has passed its expiration date, unless XO Lotto chooses to extend the offer at its sole discretion. Furthermore, XO Lotto retains the right to modify or update any policies regarding the accrual or expiration of promotional offers. XO Lotto reserves the right to cancel any bonus at any time, at its sole discretion.

(10) You acknowledge that you are eligible to receive or benefit from promotional offers only if they are applicable to your country of residence and, where specified, your method of deposit payment. We reserve the right to adjust the number and size of these offers based on the user's country of residence at any time and for any reason at our discretion. Additionally, we reserve the right to provide specific promotional offers to selected customers or groups, to terminate a promotional offer without notice or compensation, to modify the terms of a promotional offer, and/or to substitute one type of promotional offer for another, all at our sole discretion and at any time. XO Lotto reserves the right to withdraw or refuse any promotional credit, promotional cash, Free Bets, competitions, bonus or special offers at any time. In addition, XO Lotto reserves the right to limit withdrawals from any promotion or bonus scheme to €100 for players who have not made a Real Money deposit prior to activating a promotional offer.

(11) Promotional offers will be revoked, denied, or withdrawn from players who abuse the terms of our offers. 'Abuse' includes any actions that result in an unfair or unintended advantage. This includes, but is not limited to, opening multiple User Accounts to claim multiple offers. If XO Lotto suspects that a player is abusing an offer or acting in bad faith, we reserve the right to cancel the promotional offer at any time and to terminate the offender's User Account immediately. At our sole discretion, we may also refuse to refund any deposits, balances, or winnings generated on the account if abuse is suspected.

L. Software And Technology Uses And Malfunctions

(1) In order for You to use certain products offered on the Website You may need to download some software. Also, certain third-party product providers may require You to agree to additional terms governing the use of their products. If You do not accept those third-party T&Cs, You should not use the relevant third-party software. We do not accept any liability in respect of any third-party software. Notwithstanding any other provision of these T&Cs, XO Lotto takes every precaution to avoid as much as possible, any technical anomaly or problem. However, this is not always possible. Consequently:

a. XO Lotto, Our suppliers and / or licensors are not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to game play. Refunds may be given solely at the discretion of XO Lotto.

b. XO Lotto, Our suppliers and / or licensors accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with the Website or its content, including and without limitation to:

(i) Delays or interruptions in operation or transmission; (ii) Loss or corruption of data; (iii) Communication or lines failure; (iv) Any site or content misuse; (v) Any errors or omissions in content.

(2) In the event of a system malfunction all bets are void.

(3) If Your game malfunctions because of a failure of the system, We shall refund the amount wagered in Your game by crediting it to Your Account or, if Your Account no longer exists, by paying it to You directly, in an approved manner. If You have accrued credit at the time the game miscarried, the monetary value of the credit will be paid out to Your Account or, if Your Account no longer exists, it will be sent to You directly, in an approved manner.

(4) XO Lotto shall take all reasonable steps to ensure that its computer system enables Your participation in a game. If after You have made a bet, game play is interrupted by a failure of the telecommunications system or a failure of Your computer system, where practicable the game will resume as at the exact time immediately before the interruption occurred. If however, such resumption is not possible We shall:

a. Ensure that the game is terminated.

b. Refund the amount of the bet to You by placing it in Your Account.

(5) You are only permitted to use any and all software made available to You via the

Website for the purpose of using Our Services on the Website and, save to the extent permitted by applicable law, for no other purposes whatsoever.

(6) We hereby grant to You a personal, non-exclusive, non-transferable right to use the relevant software, for the sole purpose of using the Services.

(7) You are not permitted to:

- a. Install or load the software onto a server or other networked device or take other steps to make the software available via any form of "bulletin board", online service or remote dial-in or network to any other person.
- b. Sub-license, assign, rent, lease, loan, transfer or copy (except as expressly provided elsewhere in these T&Cs) Your license to use the software or make or distribute copies of the software.
- c. Enter, access or attempt to enter or access or otherwise bypass Our security system or interfere in any way (including but not limited to, robots and similar devices) with the relevant Services or the Website or attempt to make any changes to the software and/or any features or components thereof.
- d. Copy or translate any user documentation provided online or in digital format. In addition, and except to the minimum extent permitted by applicable law in relation to computer programs you are not permitted to:
 - (i) translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modify the software; (ii) reverse engineer, decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the software or to create derivative works based on the whole or on any part of the software.

(8) You do not own the software. The software is either owned and is the exclusive property of Us or a third-party software provider company. Any software and accompanying documentation which have been licensed to Us are proprietary products of the software provider and protected throughout the world by copyright law. Your use of the software does not give You ownership of any intellectual property rights in the software.

(9) The software is provided "as is" without any warranties, conditions, undertakings or representations. We do not warrant that:

- a. The software will meet Your requirements.

- b. The software will not infringe any third party's intellectual property rights.
- c. The operation of the software will be error free or uninterrupted.
- d. Any defects in the software will be corrected; or the software or the servers are virus-free.

(9) In the event of communications or system errors occurring in connection with the settlement of accounts or other features or components of the software, neither Us nor the Software Provider will have any liability to You or to any third party in respect of such errors. We reserve the right in the event of such errors to remove all relevant products from the Website and take any other action to correct such errors.

(10) You hereby acknowledge that how You use the software is outside of Our control and at Your own risk.

(11) The software may include confidential information which is secret and valuable to the software provider and/or Us. You are not entitled to use or disclose that confidential information other than strictly in accordance with these T&Cs.

(12) While We endeavor to ensure that the Website is available 24 hours a day, We shall not be liable if for any reason the Website is unavailable at any time or for any period. We reserve the right to make changes or corrections to or to alter, suspend or discontinue any aspect of the Website and the content or Services available through it, including Your access to it.

(13) You must not misuse the Website by introducing viruses, trojans, worms or other software which is malicious or technically harmful material which is malicious or technologically harmful. In particular, You must not access without authority, interfere with, damage or disrupt the Website or any part of it; any equipment or network on which the Website is stored; any software used in connection with the provision of the Website; or any equipment, software or website owned or used by a third party. You must not attack Our Website via a denial-of-service attack. Save where We have not taken reasonable steps, We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Website, software or to Your downloading of any material posted on it, or on any website linked to it.

(14) We will not be liable for any errors in respect of bets placed by You.

(15) Information accessed by You on the Website is for Your personal use only and is

otherwise confidential. The distribution or commercial exploitation of such information is strictly prohibited. No warranty is given as to the uninterrupted provision of such information, its accuracy or as to the results obtained through its use.

(16) We reserve the right to restrict access to all or certain parts of the Website in respect of certain jurisdictions. We actively monitor traffic to and from the Website. We reserve the right in Our sole discretion to block access where evidence indicates automated or robotic activity.

(17) Your computer equipment or mobile device and internet connection may affect the performance and/or operation of the Website. We do not guarantee that the Website will operate without faults or errors or that the Services will be provided without interruption. We do not accept any liability for any failures or issues that arise due to Your equipment, internet connection or internet or telecommunication service provider (including, for example, if You are unable to use the Services or to view or receive certain information in relation to particular events).

(18) You must not use the Website for the benefit of a third party or for any purpose which in Our opinion is illegal, defamatory, abusive or obscene, or which We consider discriminatory, fraudulent, dishonest or otherwise inappropriate.

(19) For avoidance of doubt, XO Lotto hereby declares the following for all the Services:

a. In the event of any system failure or game error (a divergence from the normal functioning of the game logic for whatever reason) that results in an error in any odds calculation, charges, fees, bonuses or payout, or any currency conversion as applicable; We will seek to place all parties directly affected by such system failure or game error in the position they were in before the system failure or game error occurred. We reserve the right to declare null and void any Services that were the subject of a system failure or game error and to request that any money paid out due to such errors is returned back to Us. In all circumstances, whereby We (in Our sole discretion) determine a system failure or game error has been used to gain an unfair advantage, We reserve the right to treat any such gains null and void.

M. Third Party Links

(1) Where the Website contains links to third party websites and resources, these links are provided for your information only. We have no control over the content of these sites or resources and accept no liability for them or for any loss or damage that may arise from Your use of them. The inclusion of a link to a third-party website including a third-party promotional link or advertising banner does not constitute an endorsement

of that third party's website, product or services (if applicable).

N. Corporate Betting Restrictions

(1) We will take all reasonable steps to ensure that no employee of Ours, Our related corporate bodies, anyone else in any way closely connected to such employee, or anyone otherwise closely connected to, one of Our third-party service providers (all to be determined in Our discretion) places a bet with Us on any Services where the third-party service provider is providing any product or service to Us directly relating to Our Services or the Website. We will void any such bets where practical to do so where We determine, in Our absolute discretion, that such betting has taken place.

(2) No employee of Ours, Our related corporate bodies, or anyone else in any way closely connected to such employee, may place a bet with Us.

O. Our Liability

(1) Except to the extent implied by any applicable legislation, We do not accept any liability for any damages, liabilities or losses which are deemed or alleged to have arisen out of or in connection with the Website or its content (including delays or interruptions in operation or transmission, communication or line failure, any person's misuse of the Website or its content or any errors or omissions in content) whether due to Our negligence or otherwise.

(2) While We endeavor to ensure that the information on the Website is correct, We do not warrant the accuracy or completeness of the information and material on the Website. The Website may contain typographical errors or other inaccuracies, or information that is out of date. We are under no obligation to update such material. The information and material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, We provide You with the Website and the Services on the basis that We exclude all representations, express or implied warranties, conditions and other terms which but for these T&Cs might have effect in relation to the Website and the Services.

(3) To the extent that We may be liable to You despite the limitations and exclusions contained in these T&Cs, Our total aggregate liability to You under or in connection with these T&Cs and the Services We provide does not exceed:

a. The value of the bets You placed via Your Account in respect of the relevant Services that gave rise to Your claim.

b. A maximum of €5,000 in respect of any other liability not covered above.

(4) Except as otherwise set out in these T&Cs, We shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for any of the following (whether incurred directly or indirectly):

a. Loss of profits.

b. Loss of business.

c. Loss of revenue.

d. Loss of opportunity.

e. Loss of data.

f. Loss of goodwill or reputation.

g. Any special, indirect or consequential losses, whether or not such losses were within the contemplation of the parties at the date of these T&Cs.

P. Our Intellectual Property Rights

(1) The contents of the Website are protected by international copyright laws and other intellectual property rights. We are the owner of these rights or alternatively they belong to Our affiliates or other third-party licensors.

(2) All product, service, business and company names and logos mentioned on the Website are the trademarks, service marks or trading names of their respective owners, including Us.

(3) Except to the extent required to use the Services, no part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including text, graphics, video, messages, code and/or software without Our express prior written consent.

(4) If You make use of a feature that allows You to upload material, information, comments, postings or other content to the Website ("User Content"), this User Content will be considered to be non-confidential and non-proprietary and We have the right to use, copy, distribute and disclose to third parties any User Content for any purpose. We also have the right to disclose Your identity to any third party who is claiming that any

User Content posted or uploaded by You to the Website constitutes a violation of their intellectual property rights or of their right to privacy. We reserve the right to remove, amend or edit any User Content You contribute to the Website.

(5) Any commercial use or exploitation of the Website or its content is strictly prohibited.

(6) You agree that You are solely liable for any damage, costs or expenses arising out of or in connection with any breach of Our intellectual property rights arising from Your unauthorized use of Our Website or the Service and You shall notify Us immediately upon becoming aware of any person engaging in any such breach. You shall provide Us with all reasonable assistance with any investigations it may conduct in light of the information provided by You in this respect.

Q. Privacy Policy

We will comply with applicable data protection laws in respect of the personal information You supply to Us. Your personal information is processed in accordance with Our Privacy Policy. If You choose to pass on any information or material from Us (including links, invitations or marketing material) to Your friends, family or online generally You are responsible for ensuring that You are not infringing any rights of privacy or confidentiality and that You are complying with the rules of any online/digital social media service You use.

The XO Lotto Privacy Policy shows more details in respect of the use and storage of the personal information.

R. Complaints And Disputes

(1) We will attempt to resolve any claims, disputes or complaints that You may have in regard to Our Services. If You wish to raise any issue with Us, please email Us using the email address on Our Website. Our procedures for complaints will:

- a. Initially be dealt with by an employee from Our customer service team.
- b. In the case the User is not satisfied with the result of their complaint, their complaint will be escalated and dealt with by Our customer service manager.
- c. In the case the User is not satisfied with the result of their complaint from Our customer service manager, the complaint will be referred to Our legal department for determination under these T&Cs.

(2) These T&Cs and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the law of Curacao.

S. Breach Of The Terms And Conditions

(1) Without prejudice to any other rights which We may have or set out elsewhere in these T&Cs, if We reasonably believe that You have breached or You have breached in whole or in part any provision contained in the T&Cs or any transaction You have conducted with Us does not strictly adhere to the T&Cs or as otherwise contained on the Website, We reserve the right to take any, some or all of the following actions as We deem fit, including terminating these T&Cs or any other agreement that We may have in place with You, immediately blocking Your access to Your Account and the Service, terminating Your Account on the Website and keeping all monies held in any Account which You may have with Us, as well as any winnings otherwise due to You and/or taking legal action against You.

(2) You hereby agree to fully indemnify, defend and hold Us and Our related corporate bodies and their respective officers, directors, employees, contractors and consultants harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of any:

- a. Breach by You of the T&Cs, or not following any Services or Website instructions.
- b. Violation by You of any law, or of the rights of any third party.
- c. Use by You of the Services or use by any other person of the Services when accessing them using Your user identification, whether or not with Your authorization.

T. Severability

(1) Each clause contained in these T&Cs shall be separate and severable from each other clause. If any clause is found to be void, invalid, or unenforceable for any reason whatsoever, the remaining clauses shall remain in full force and effect.

U. Miscellaneous Provisions

(1) These T&Cs and any Appendices thereto, the Privacy Policy, any rules and any document expressly referred or linked to in them, and any guidelines or rules posted on the Website constitute the entire agreement and understanding of the parties with

regard to the Services. You acknowledge that by applying to open an Account You agree to these T&Cs and any Appendices thereto, the Privacy Policy, any rules and any document expressly referred or linked to in them and any guidelines or rules posted on the Website You do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance made (whether negligently or innocently made) by any person other than as expressly set out in these T&Cs.

(2) You shall execute or cause to be executed all documents and do or cause to be done all further acts and things consistent with the terms of these T&Cs that we may from time to time reasonably require in order to vest in and secure to Us the full benefit of rights and benefits to be transferred or granted to Us under these T&Cs and for the protection and enforcement of the same and otherwise to give full effect to these T&Cs. Without limiting the generality of the foregoing such documentation includes any documentation we reasonably require You to execute as a condition of receiving any Winnings from Us or from any third-party financiers.

(3) Nothing in these T&Cs shall create or be deemed to create a partnership, joint venture or principal-agent relationship between Us and no one shall have authority to bind the other in any way unless expressly provided otherwise in these T&Cs.

(4) Notwithstanding any other provision of these T&Cs We shall not be in breach of these T&Cs nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond Our reasonable control including (without limitation) any telecommunications network failures, power failures, failures in third party computer hardware or software, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities. In such circumstances the time for performance shall be extended at XO Lotto's sole discretion.

(5) We may assign, transfer, charge, sub-license or deal in any other manner with these T&Cs, or sub-contract any of Our rights and obligations under these T&Cs, to any party including, but not limited to, any related corporate body.

(6) Any notice to be given under these T&Cs must be in writing, in English and may be served by hand delivery, recorded delivery or registered post or airmail, email or fax to:

a. in the case of Us, Our address as set out at the beginning of these T&Cs or as displayed on the Website.

b. In respect of notices given by Us to You, pursuant to the User registration procedure (including any amendment to those details You have provided to Us). Any notice shall

be deemed to have been received:

(i) If delivered by hand, at the time of delivery; (ii) If sent by recorded delivery or registered post, at 09.30 (GMT) on the second clear day after the date of posting; (iii) If sent by pre-paid registered airmail, at 09.30 (GMT) on the fifth clear day after the date of posting.; (iv) If sent by email, at the time of sending; (v) If sent by fax, at the time of transmission by the sender.

(7) Any Appendices, the Privacy Policy, any rules and any document expressly referred to in them and any guidelines or rules posted on the Website form an integral part of these T&Cs and shall have effect as if set out in full in the body of these T&Cs.

Appendix 1

We work out the Lottery Winnings for each Lottery Bet made using the Lottery Gambling Services. The Lottery Winnings amount from a Successful Lottery Bet will vary depending on the Source Lottery and the relevant Prize Category.

(1) Source Lotteries

a. We reserve the right to add to and delete games from the Source Lottery list and to amend any details applicable to any of the Lottery Gambling Services from Source Lotteries at Our discretion. See Our Website for the Lottery Gambling Services currently offered by Us.

b. We are not affiliated with any of these Source Lotteries. Full details of the Source Lottery, the Prize Categories and other details are referenced on the Website where the rules for the Lottery Gambling Services can be found.

XO Lotto Game	Source Lottery	Source Lottery Operator	Prize Category 1 (Jackpot)	Prize Category 2 (Not-Main Jackpot)	Prize Category 3 (Non-Jackpot)
EuroMillions	Euromillions	LAE	1	2-3	4-13
EuroJackpot	Eurojackpot	DLTB	1	2-3	4-12
MegaMillions	Mega Millions	MUSL	1	-	2-9
PowerBall	Powerball	MUSL	1	-	2-9
	Lotto 6 aus				

German Lotto	49	DLTB	1	2	3-8
Swedish Lotto	Lotto	Svenskapel	1	-	2-5
SuperEnalotto	Super Enalotto	Sisal	1	-	2-6
Polish Lotto	Lotto	TS	1	-	2-4
Irish Lotto	Lotto	PLI	1	2	3-7
UK Lotto	Lotto	Camelot	1	-	2-6
OZ Lotto	Oz Lotto	NSW	1	-	2-7
OZ Powerball	Powerball	NSW	1	-	2-8
German Keno	Keno	DLTB	-	-	*
French Lotto	Loto	FDJ	1	-	2-6
Mega-sena	Mega Sena	Caixa	1	-	2-3
El Gordo Primitiva	El Gordo de la Primitiva	LAE	1	-	2-9
Austrian Lotto	Lotto	OLG	1	-	2-8
Cash4Life	Cash 4 Life	NYGM	1	-	2-9
Hong Kong MK6	Mark Six		1	2	3-7
NY Lotto	New York Lotto	NYGM	1	-	2-5
MiniLotto	Mini-Lotto	TS	1	-	2-3
Canadian Lotto	Lotto 6/49	ILC	1	-	2-7
Quina	Quina	Caixa	1	-	2-4
Lucky 4 Life	Lucky For Life	Connecticut Lottery Corporation	1	2	3-10

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Services are available exclusively to non-US residents and select other jurisdictions. You must be 18 years or older to participate or claim a prize.

Please play responsibly. Visit our [Responsible Gambling](#) page for more information. For assistance with problem gambling, please refer to these trusted resources: [Gambling Therapy](#), [Gamblers Anonymous](#) and [GambleAware](#).

