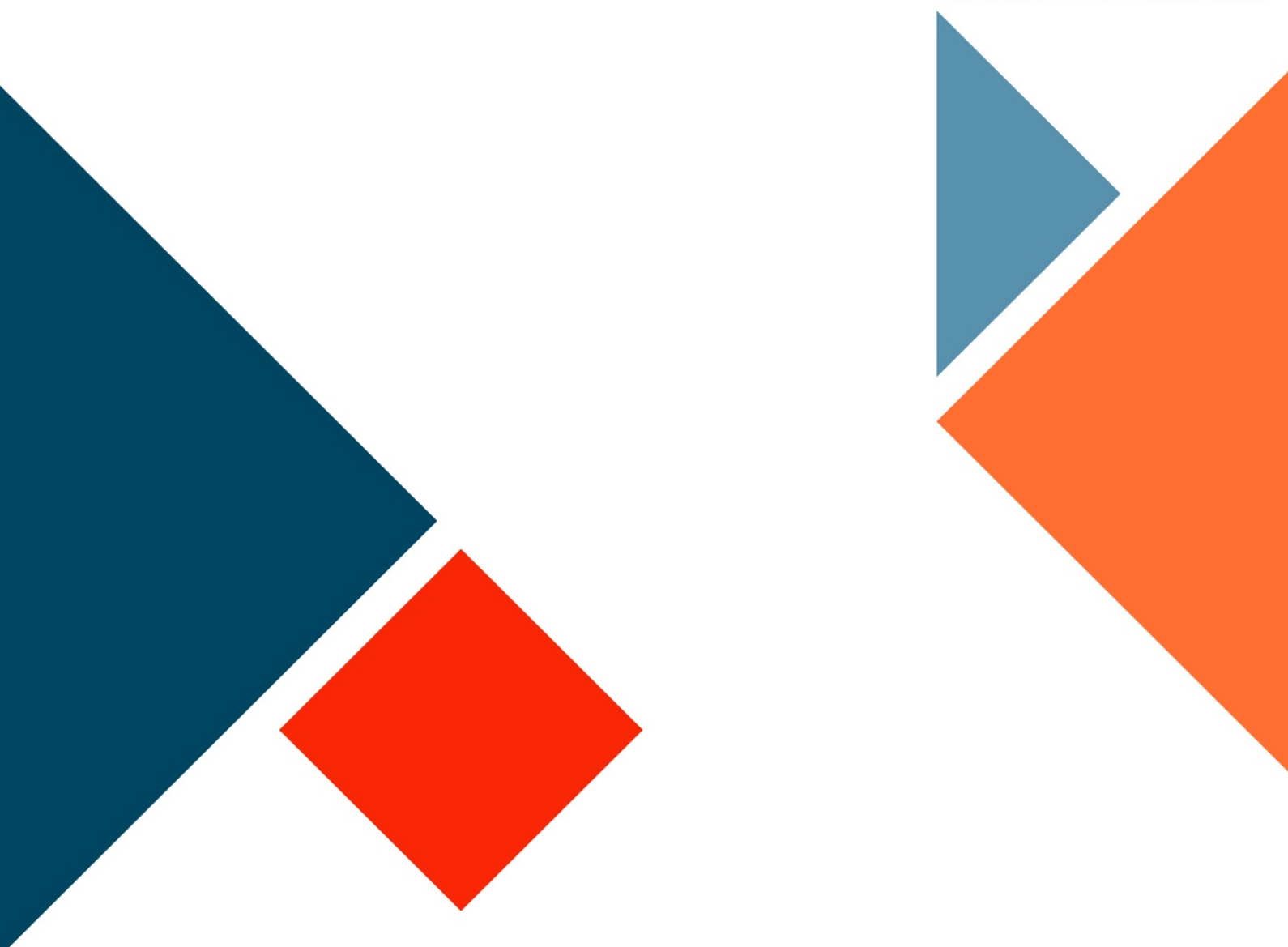


Vitality Hardware B.V.

**GAMING COMPANY**



# **BUSINESS**

---

# **PLAN**

|                                            |           |
|--------------------------------------------|-----------|
| <b>Executive summary</b>                   | <b>4</b>  |
| Industry Summary                           | 4         |
| Company Summary                            | 4         |
| Financing Summary                          | 5         |
| <b>Company description</b>                 | <b>7</b>  |
| Vision                                     | 7         |
| Mission                                    | 7         |
| Business Structure                         | 8         |
| Roles and Responsibilities                 | 8         |
| <b>Market Analysis</b>                     | <b>13</b> |
| Global Overview                            | 13        |
| Market Trends                              | 15        |
| Target Audience                            | 16        |
| SWOT-analysis                              | 18        |
| Potential Market                           | 20        |
| <b>Products and Services</b>               | <b>21</b> |
| Product description                        | 21        |
| Competitive Advantages                     | 22        |
| Registrations and opening of an account    | 23        |
| Log in and Log out                         | 25        |
| Terms and conditions/ Rules and procedures | 26        |
| Obligations as a player                    | 26        |
| Payouts                                    | 27        |
| Withdrawing                                | 27        |
| A list of the games                        | 29        |
| <b>Marketing plan</b>                      | <b>30</b> |
| Marketing and Sales Strategy               | 30        |
| Publicity and Advertising Strategy         | 31        |
| Sustainability and Expansion Strategy      | 31        |
| Pricing Strategy                           | 32        |
| Payment Options                            | 32        |
| Sales Forecast                             | 33        |
| <b>Financials</b>                          | <b>34</b> |
| Startup Capital                            | 34        |

|                             |           |
|-----------------------------|-----------|
| Startup Costs               | 36        |
| Payroll Expenses            | 38        |
| Direct Costs                | 40        |
| Marketing Costs             | 42        |
| P&L / Cash Flow Projections | 44        |
| <b>References</b>           | <b>46</b> |
| <b>Appendix</b>             | <b>47</b> |
| TERMS AND CONDITIONS        | 47        |

# Executive summary

## Industry Summary

In accordance with the statistical data, the global online gambling market size was valued at USD 57.54 billion in 2021 and is expected to expand at a compound annual growth rate (CAGR) of 11.7% % from 2022 to 2030. The increasing use of mobile phones among users for playing online games in public places as well as in their homes, in addition to rising internet penetration, is propelling the market.

Furthermore, aspects such as cultural and legal approval, easy access to gambling online, celebrity endorsements, and corporate sponsorships are also boosting the market growth. The market is likely to further expand owing to the availability of cost-effective mobile applications worldwide.

## Company Summary

Vitality Hardware B.V. Gaming Company is a young but ambitious company that provides their customers with the best gambling solutions. Vitality Hardware B.V. is a team of well experienced and highly qualified people. We are well equipped and positioned to operate licensed casino gaming facilities, and also to operate online legal gaming facilities.

Vitality Hardware B.V. Gaming Company will generate income by offering the following type of casino games like Slots, Live dealers, Lotteries, Sports Betting, Virtual sports betting and Table games. We are firstly focused on Betting and Slots which will be the main growth drivers. In accordance with research data our target goal is to reach market share with annual income around €18,386,811

## Financing Summary

The project will contribute initial funding 200 000 EUR, which will be strategically allocated to launching online casino in CIS and Asian markets (excluding restricted areas). Below you could see how this money will be used

| Startup Costs             | Sep 22 | Oct 22 | Nov 22 | Dec 22 |
|---------------------------|--------|--------|--------|--------|
| Office Furniture          | 934    | 934    | 934    | 934    |
| Hardware                  | 1000   | 1000   | 1000   | 2000   |
| Software                  | 800    | 1152   | 1382   | 1659   |
| Office and stationery     | 400    | 562    | 641    | 730    |
| Website design            | 750    | 750    |        |        |
|                           |        |        |        |        |
| HR services               | 3000   |        |        |        |
| Legal & professional Fees | 1500   | 1500   |        |        |
| Curacao License           | 3250   |        |        |        |
| Other                     | 1000   | 1000   | 1000   | 1000   |
|                           |        |        |        |        |
| Office Rent               | 3550   | 3550   | 3550   | 3550   |
| Utility                   | 533    | 533    | 533    | 533    |
| Marketing                 |        |        | 12342  | 21596  |
|                           |        |        |        |        |
| Staff Costs               | 0      | 19035  | 43808  | 56078  |

We are well positioned to take on the available market and on our online platforms and we are quite optimistic that we will meet our set target of generating enough income / profits from the first six month of operations and grow the business and our clientele base. We are expected the next net profit;

| Profit & Loss Statement   | Y1      | Y2      | Y3      |
|---------------------------|---------|---------|---------|
| <b>Total Revenue</b>      | 1433005 | 4397639 | 5335335 |
| <b>Direct Costs</b>       | 298793  | 550965  | 538991  |
| <b>Gross Profit</b>       | 1134212 | 3846675 | 4796344 |
| <b>Operating Expenses</b> | 982718  | 1896877 | 2070240 |
| <b>Operating Income</b>   | 151494  | 1949798 | 2726104 |
| <b>Total Expenses</b>     | 1268797 | 3570628 | 3925674 |
| <b>Net Profit</b>         | 164208  | 827011  | 1409661 |

This projection is done based on what is obtainable in the industry and market growth expectations.

## Company description

Vitality Hardware B.V. Gaming Company is going to become the number one destination for gamers and gamblers in the CIS and ASIA regions. Vitality Hardware B.V. Gaming Company will not operate neither in countries that are in sanction list nor CIS and ASIA regions where online gambling is completely banned. We are well equipped and positioned to operate licensed casino gaming facilities, and also to operate online legal gaming facilities.

We conducted a thorough market research and feasibility studies and we were able to come to the conclusion that CIS(excluding restricted areas) is the right territory to start our casino and gambling center. Our client's best interest would always come first, and everything we do is guided by our values and professional ethics.

Vitality Hardware B.V. Gaming Company will at all times demonstrate her commitment to sustainability, both individually and as a firm, by actively participating in our communities and integrating sustainable business practices wherever possible. We will ensure that we hold ourselves accountable to the highest standards by meeting our client's needs precisely and completely. We will cultivate a working environment that provides a human, sustainable approach to earning a living, and living in our world, for our partners, employees and for our clients.

## Vision

Our Vision of starting Vitality Hardware B.V. Gaming Company is to build a world – class casino and gaming center that can favorably compete with leading brands in the Global Casinos and Online Gambling industry.

## Mission

Our mission for establishing Vitality Hardware B.V. Gaming Company is to contribute our quota in promoting casino and gaming activities and also to make profits from the Industry; we want to become the leading casino and online gambling brand in the whole of the world.

## Business Structure

Vitality Hardware B.V. Gaming Company is in business to become the leading online casino in the whole of CIS, ASIA and other countries and we are fully aware that it will take the right facility, management and organization – structure to achieve our goal. Vitality Hardware B.V. Gaming Company will not operate neither in countries that are in sanction list nor CIS and ASIA regions where online gambling is completely banned.

We will ensure that we recruit only the best hands that can help us achieve all that we are set to achieve. The picture of the kind of the casino and gaming center business we intend building and the business goals we want to achieve is what informs the amount we are ready to pay for the best hands available as long as they are willing and ready to work with us to achieve our business goals and objectives.

Our business will not be built only for the purpose of giving our customers value for their money, but also we will ensure that we make our casino and gaming facility cum work environment highly conducive for all our employees. We will provide them with facilities that will help them stay motivated and deliver on their various tasks and goals et al.

In view of that, we have made provisions for the following positions to be occupied by highly qualified and experienced chief staff;

- Chief Executive Officer – CEO
- Chief Technical Officer - CTO
- Chief Operating Officer - COO
- Chief Marketing Officer - CMO
- AML Officer
- Lead Casino and Games Instructor
- Head of Customer Support

## Roles and Responsibilities

### **Chief Executive Officer – CEO:**

- Increases management's effectiveness by recruiting, selecting, orienting, training, coaching, counseling, and disciplining managers; communicating values, strategies, and objectives; assigning accountabilities; planning, monitoring, and appraising job results; developing incentives; developing a climate for offering information and opinions; providing educational opportunities.
- Creates, communicates, and implements the organization's vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization's strategy.
- Responsible for fixing prices and signing business deals
- Responsible for providing direction for the business
- Creates, communicates, and implements the organization's vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization's strategy.
- Responsible for signing checks and documents on behalf of the company
- Evaluates the success of the organization
- Carries out staff induction for new team members

### **Chief Technical Officer - CTO**

- Develop technical aspects of the company's strategy to ensure alignment with its business goals
- Discover and implement new technologies that yield competitive advantage
- Help departments use technology profitably
- Supervise system infrastructure to ensure functionality and efficiency
- Build quality assurance and data protection processes
- Monitor KPIs and IT budgets to assess technological performance
- Use stakeholders' feedback to inform necessary improvements and adjustments to technology
- Communicate technology strategy to partners and investors

### **Chief Operating Officer - COO**

- Responsible for preparing financial reports, budgets, and financial statements for the organization
- Provides management with financial analyses, development budgets, and accounting reports; analyzes financial feasibility for the most complex proposed projects; conducts market research to forecast trends and business conditions.
- Responsible for financial forecasting and risk analysis.
- Responsible for developing and managing financial systems and policies
- Responsible for administering payrolls
- Ensures compliance with taxation legislation
- Handles all financial transactions for Company
- Serves as internal auditor for the Company.

### **Chief Marketing Officer - CMO**

- Identifies, prioritizes, and reaches out to new clients, and business opportunities et al
- Identifies development opportunities; follows up on development leads and contacts; participates in the structuring and financing of projects; assures the completion of projects.
- Writes winning proposal documents, negotiate fees and rates in line with organizations' policy
- Responsible for handling business research, market surveys and feasibility studies for clients
- Responsible for supervising implementation, advocate for the customer's needs, and communicate with clients
- Develops, executes and evaluates new plans for expanding increase sales
- Documents all customer contact and information
- Represents Company in strategic meetings
- Helps to increase sales and growth for Company.

### **AML Officer**

- Assisting with the development, implementation, and maintenance of an anti-money laundering program within their institution

- Ensuring compliance with current AML regulations, and other relevant legislation (e.g the USA Patriot Act)
- Developing and maintaining a risk assessment framework for products and services, clients and customers, and other issues relating to money laundering
- Keeping and maintaining records of high risk customers, and reporting suspicious activities to the authorities
- Arranging and implementing inspections and audits from third-party organizations, and making compliance recommendations based on their findings
- Briefing and reporting to senior management on matters relating to internal AML compliance policies and procedures
- Overseeing and implementing an ongoing AML training program for other employees

### **Lead Casino and Games Instructor**

- To prepare and update the training material/sessions and take full responsibility.
- Inform about any software or hardware issues.
- Ensure the correct skills of each game are taught to the trainees.
- Assist in the continuing development of the training and recruitment program.
- Report about sickness and/or changes in the schedule.
- Report any failure by a team member to meet the company standards, to follow procedures or the legal requirements.
- Ensure all procedural, legal and disciplinary procedures are followed by the trainees.
- Follow any reasonable request made by the company that meets the needs of the business.

### **Head of Customer Support**

- Welcomes members and potential members / clients by greeting them in person or on the telephone; answering or directing inquiries.

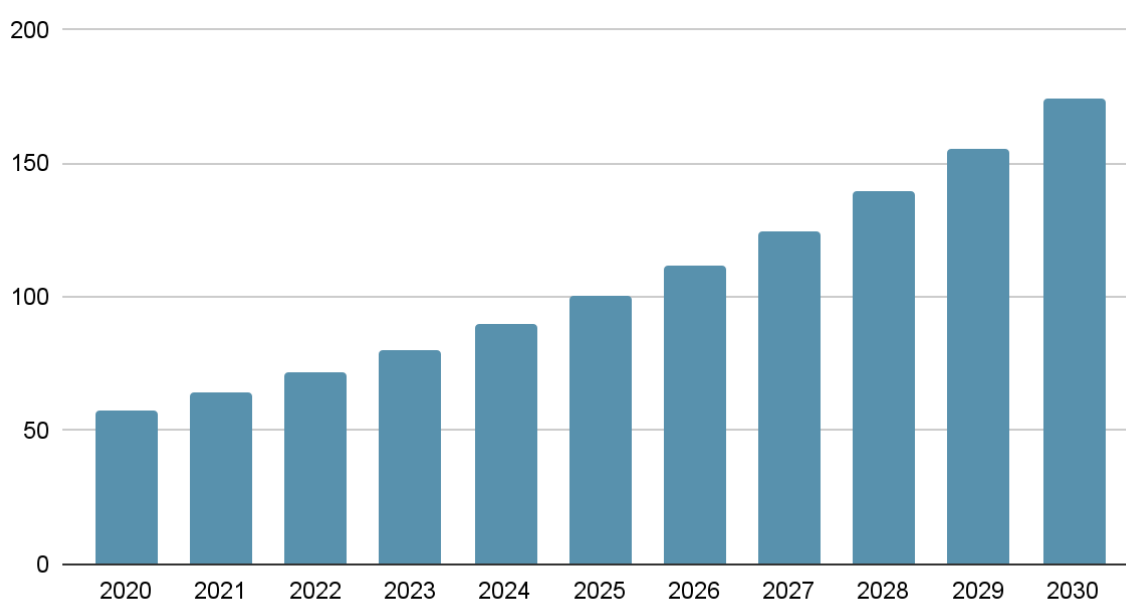
- Ensures that all contacts with clients (e-mail, walk-In center, SMS or phone) provides the client with a personalized customer service experience of the highest level
- Through interaction with clients on the phone, uses every opportunity to build client's interest in the organization's products and services
- Manages administrative duties assigned by the management in an effective and timely manner
- Consistently stays abreast of any new information on the organizations' products, promotional campaigns etc. to ensure accurate and helpful information is supplied to clients when they make enquiries

# Market Analysis

## Global Overview

According to the Grand View Research Report, the global online gambling market size was valued at USD 57.54 billion in 2021 and is expected to expand at a compound annual growth rate (CAGR) of 11.7% % from 2022 to 2030. The increasing use of mobile phones among users for playing online games in public places as well as in their homes, in addition to rising internet penetration, is propelling the market. Furthermore, aspects such as cultural and legal approval, easy access to gambling online, celebrity endorsements, and corporate sponsorships are also boosting the market growth. The market is likely to further expand owing to the availability of cost-effective mobile applications worldwide.

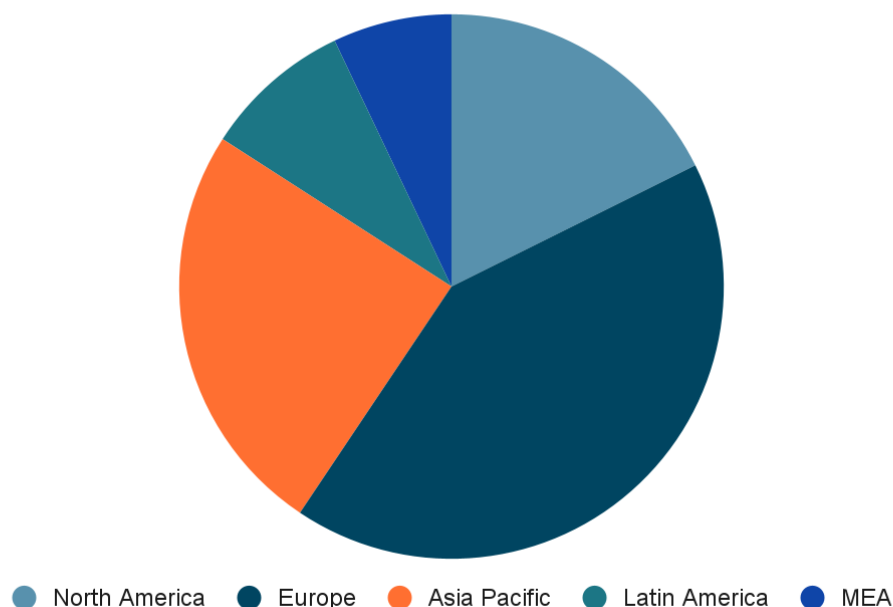
Online Gambling Market Size  
2020-2030 in USD Billions



Europe dominated the market in 2021 with a market size of USD 23.63 billion. The development can be ascribed to the legalization of gambling in various European countries, including Italy, Malta, France, Spain, and Germany. Other drivers for the market growth include the availability of high-speed internet, the rising popularity of online casinos, and the rising use of smartphones. Furthermore, the Gambling Act 2005 imposed by the UKGC (U.K. Gambling

Commission) has enabled companies to promote their gambling websites, which also assists in expanding the market in the region.

Global online gambling market, by regions, 2021 (%)



However, the increased use of internet services and modification of restrictions related to online gambling and betting is anticipated to promote the development of the market in the Asia Pacific region over the forecast period. The increasing number of Esports and other sporting events in the Asia Pacific region has fueled the market's growth. The region is expected to grow with approximately 13% CAGR over the forecasted period. The increased dependency on mobile phones for entertainment and the increasing number of internet users drive the region's growth. Countries like India and China are emerging into the market due to technological advancements in the gaming industry, high-speed networks, and affordable and easy access to internet data.

Furthermore, the adoption of bitcoins has contributed to increased cryptocurrency usage for gambling in the region. Increasing spending on leisure activities, combined with the high economic growth of the Asia Pacific region, is anticipated to fuel market growth throughout the forecast period. China, India, and Japan are the region's major revenue-generating countries.

## Market Trends

If you are conversant with the Global Casinos & Online Gambling industry trends, you will realize that it was one of the industries that was worst hit by the economic slowdown and it has still been unable to reach the pre-recession levels. But with creativity, they are bouncing back gradually, while this has led to a steady revenue growth for casino and online gambling companies.

The last five years for the Global Casinos and Online Gambling industry has indeed brought a giant shift in key markets in this industry. Basically, the last five-year period has signaled a shift of revenue growth from the CIS countries toward Asia. Of course Vitality Hardware B.V. Gaming Company will not operate neither in countries that are in sanction list nor CIS and ASIA regions where online gambling is completely banned.

Improvements in the digital space are concurrent with the annual expansion of online casinos, and these improvements are intended to obtain the desired trust in the online betting sector. For instance, virtual reality (VR) in gambling generates the simulation of surroundings; users can interact with them in a real way with special equipment like gloves with sensors. VR lets gamblers interact with other bettors and dealers and offers a more realistic gambling experience, better sound quality, and a realistic game design. VR has helped the market improve the gambling experience by creating growth opportunities.

Online casinos emphasize developing information solutions that support and assist gamblers, safeguard the authenticity of gambling activities, and prevent fraudulent activities. Various online gambling sites offer a free-play version of their games, creating growth potential for the business.

Gambling has been legalized by various countries globally owing to employment opportunities and more tax revenue for local and state governments. Gambling has also positively impacted local retail sales for the hospitality sector in the areas where casinos act as a part of tourist vacation, consequently propelling the growth of the market rapidly.

Furthermore, the integration of blockchain technology has also affected market growth positively. The blockchain can make secure payments ensuring transparency in gambling activity. Gambling through cryptocurrency offers vast opportunities as they are fast and safe transactions. Owing to fewer restrictions

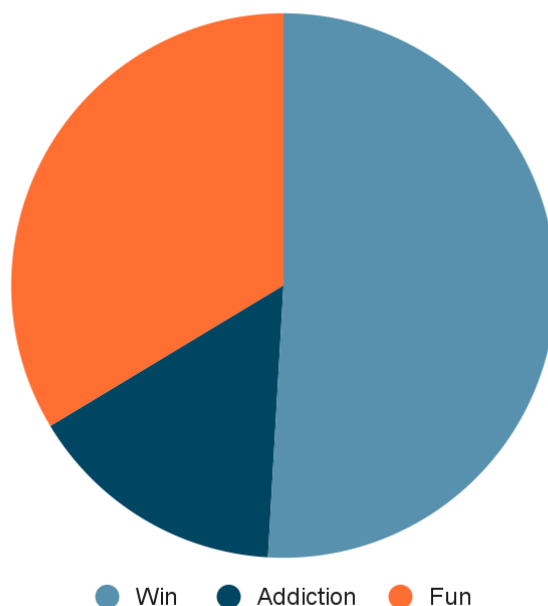
imposed on cryptocurrency transactions, they are now heavily used in online gambling.

Also some researches show that while new markets in the CIS countries are opening up as state governments look for more sources of revenue, the shift in revenue toward Asian markets has increasingly gained permanency for industry operators. In the coming years, industry performance is expected to accelerate just slightly over the next five years and also economic volatility in China is expected to continue to hamper the revenue growth for this industry.

## Target Audience

The target market for online casino cuts across people of different walks of life. In fact, people visit online casinos for various reasons. All players are motivated by something that makes them want to play games in online casinos, and these motives can be classified into three general groups.

Target Audience by reasons



### Playing to Win Money

These are the type of players who visit online casinos to win money and can be found playing games regularly on the platforms. They are professional players

that consider gambling in casinos as a vocation. They have their schedule, plans, and system of playing games to win money. The obvious way to attract such players and get them interested is to offer regular promotional bonuses and loyalty programs to active players.

### Playing Due to Addiction

Such players are motivated by compulsive gambling disorder. They visit casinos frequently, and unlike the professional gambler, they don't have a plan or schedule for their gambling. They are addicted to gambling and find it difficult to stop. Even though gambling addicts can bring steady income, online casinos are advised to address the issue and take proper measures to restrict them. Such customers are at risk and will have a negative impact on the casino.

### Playing for Fun

These players only visit online casinos once in a while and play just to have fun. Due to the lack of experience, such players randomly select casinos and games without considering any significant factors that regular gamblers would bear in mind. These players can be easily attracted by offering fantastic welcome bonuses, rewards for registration, and having eye-catching designs.

Moreover if we will focus on demographic profiling casino players we also could see three main groups

- Regardless of their income level, young individuals consider online casinos a source of amusement and a place to have fun.
- Middle-aged individuals with low income tend to visit online casinos to win and improve their financial condition.
- Middle-aged individuals with high incomes tend to visit casinos due to curiosity. They want to try their luck and skills on gaming sites.

As you could see gambling business has a good niche for potential growth. Moreover such a wide range of people groups provide the online casino business with a great opportunity to succeed with minimum risks.

Based on the research data above Vitality Hardware B.V. Gaming Company is going to launch project in CIS and ASIA countries (excluding restricted areas). We are well equipped and positioned to operate licensed casino gaming facilities, and also to operate online legal gaming facilities. Vitality Hardware B.V. Gaming Company will

not operate neither in countries that are in sanction list nor CIS and ASIA regions where online gambling is completely banned.

As you could see we conducted a thorough market research and feasibility studies and we were able to come to the conclusion that CIS is the right territory to start our casino and gambling center as it has a great opportunities for rapid growth and further scaling business. Vitality Hardware B.V. Gaming Company will not operate neither in countries that are in sanction list nor CIS and ASIA regions where online gambling is completely banned.

## SWOT-analysis

We are aware that there is competition in the Global Casinos and Online Gambling industry which is why we took out time to conduct an effective SWOT Analysis before investing our hard earned money into the business.

We know that if we get things right before starting our casino and gaming center, we will not have to struggle before attract loyal clients and building our membership base to a level where we can easily breakeven in record time.

### Strength:

We equally have a team of highly qualified professionals who will work with all our clients and lastly our casino and game machines are amongst the best

- Partnerships with lead data and gambling providers
- High qualified and gambling experienced chief staff
- The geographic presence in different regions
- Strong online presence on different social networking sites and efficient social media management
- The well-developed and efficiently integrated IT infrastructure
- High service quality
- Wide range of games and sport bets

### Weakness:

We critically looked into our business model and we were able to identify some potential major weaknesses. One is the fact that we are a new business

- New business
- Weak brand names and trademarks

- Unsustainable financial flow
- High operation costs in the beginning
- Lack of staff

#### Opportunities:

- The exponential growth in the population, and particularly in the existing or potential customer segments
- Dynamically growing market
- New gambling products
- New payment and processing methods
- Rise in the customers' disposable income and increase in the affluent customer base
- The emergence of new market segments and new niches
- The diminishing boundaries and rising global interconnectedness

#### Threat:

Some of the threats that are likely going to confront Vitality Hardware B.V. Gaming Company are unfavorable government policies, demographic / social factors, downturn in the economy which is likely going to affect consumers spending and lastly, the emergence of new competitors

- The changing regulatory framework and introduction of new stricter regulations
- Shortage of skilled labour in the market
- The increasing number of direct and/or indirect competitors
- The deteriorating economic conditions
- The rise in inflation increases the cost of production and affects the business profitability.

## Potential Market

We want to calculate the portion of the market we can reasonably expect to capture. There we had in mind our target customers, their population, and average annual spending on online casino games and betting products.

Total Addressable Market  
**€ 57,548,704,798**

Serviceable Available Market  
**€ 12,257,874,122**

Share of Market  
**€ 18,386,811**

### Market Potential



# Products and Services

## Product description

Vitality Hardware B.V. Gaming Company team has significant experience in building and further developing of gambling solutions. So that's why our goal is to provide awesome services to our customers and players.

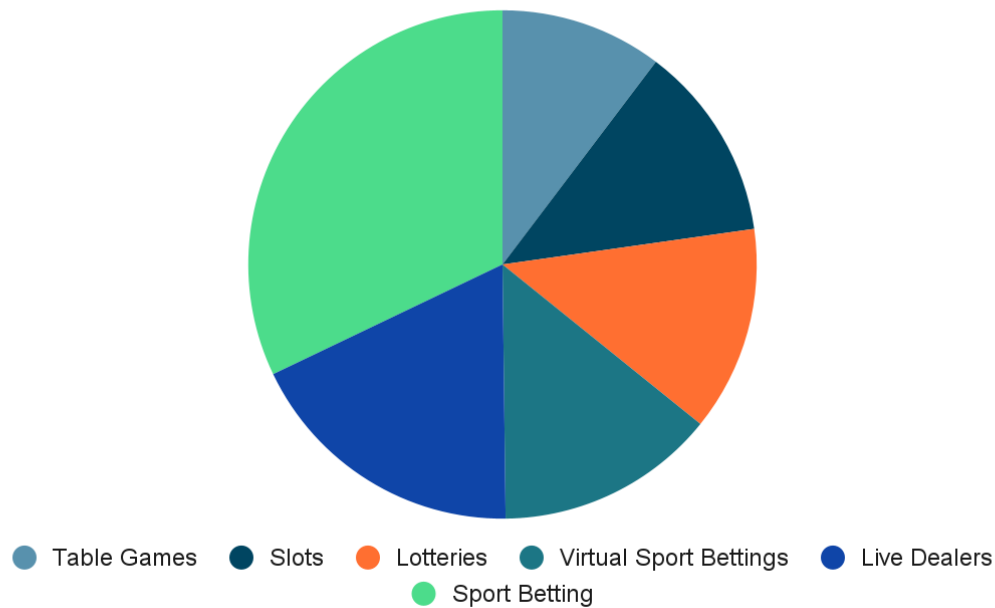
The Company is established with the aim of maximizing profits in the Global Casinos and Online Gambling industry and we are going to go all the way to ensure that we do all it takes to attract both individual clients, groups and corporate clients on a regular basis.

Vitality Hardware B.V. Gaming Company will generate income by offering the following type of casino games like:

- Slots
- Live dealers
- Lotteries
- Sports Betting
- Virtual sports betting
- Table games

The share of each kind of games in the current project you could see on the figure.

## Games Structure



As you could see we are firstly focused on Betting and Live Dealers Games that will be the main growth drivers.

In addition, such related services like user-friendly UX, a wide range of withdrawal and deposit options, professional support, bonus and promotion programs are also equally important for future projects. Focusing on these key factors will help Vitality Hardware B.V. Gaming Company to be more competitive on the market.

## Competitive Advantages

Vitality Hardware B.V. Gaming Company is going to become the world-class casino. To reach that we are focused on the next growth drivers:

- wide range of games and bets
- suitable payment methods
- affiliate program
- partnership with opinion leaders
- strategic partnership with data providers

All these points provide us with the possibility to scale our business dynamically.

## Registrations and opening of an account

To create account The Player should fill up the registration form which will consist of the four steps and will contain the next information:

- Country
- Email
- Password
- Password Confirmation
- First Name
- Last Name
- Sex
- Nickname
- Date of birth
- Country
- Address
- Phone

On this stage the form will check automatically by restricted country list and age availability. The basic steps you could see on the screens below

The image displays two side-by-side screenshots of a registration form. The left screenshot is titled 'Credentials' and includes a progress indicator with four steps (1, 2, 3, 4). Below the indicator, there are fields for 'Country' (a dropdown menu with 'Choose country' selected), 'Email' (a text field with 'you@example.com'), 'Password' (a text field with a hint 'At least 8 characters [digits, lower/upper case, special ch]'), and 'Confirm password' (a text field). An orange 'NEXT' button is at the bottom right. The right screenshot is titled 'Personal data' and also has a progress indicator with four steps (1, 2, 3, 4). It includes fields for 'Title' (radio buttons for 'Mr' and 'Ms'), 'First name' (a text field), 'Last name' (a text field), 'Nickname (optional)' (a text field), and 'Date of birth' (three text fields for 'DD', 'MM', and 'YYYY'). At the bottom, there are 'BACK' and 'NEXT' buttons.

Before final personal data confirmation the Player must read Terms and conditions and confirm age manually like on the last screen.

### Contact details

Allow us to contact you if necessary

1 2 3 4

Country

Afghanistan

Currency

Choose currency

Home address

Home address line 2 (optional)

City

Post code

Contact number

BACK NEXT

### Options

Finish registration

1 2 3 4

Security question

Security answer

How did you hear about us? Do you have a VIP code? (optional)

Marketing preferences

Never miss an offer

We'd love to send you information about offers and competitions, as well as exclusive content. In order to do so, we need your consent to use your personal data.

Your personal data will not be shared for marketing purposes, without your prior approval, to third parties not affiliated with G2TECH.

Please, select how we can contact you about offers, competitions and exclusive content.

Phone ☒ Yes ☐ No

Email ☒ Yes ☐ No

Post ☒ Yes ☐ No

You can opt in/out from any marketing channels via Account - Preferences.

☐ I am at least 21 years of age (or the legal age applicable for my jurisdiction) and have read and agreed to G2TECH Terms And Conditions and Betting Rules.

☐ I have read and agree to G2TECH Privacy Policy.

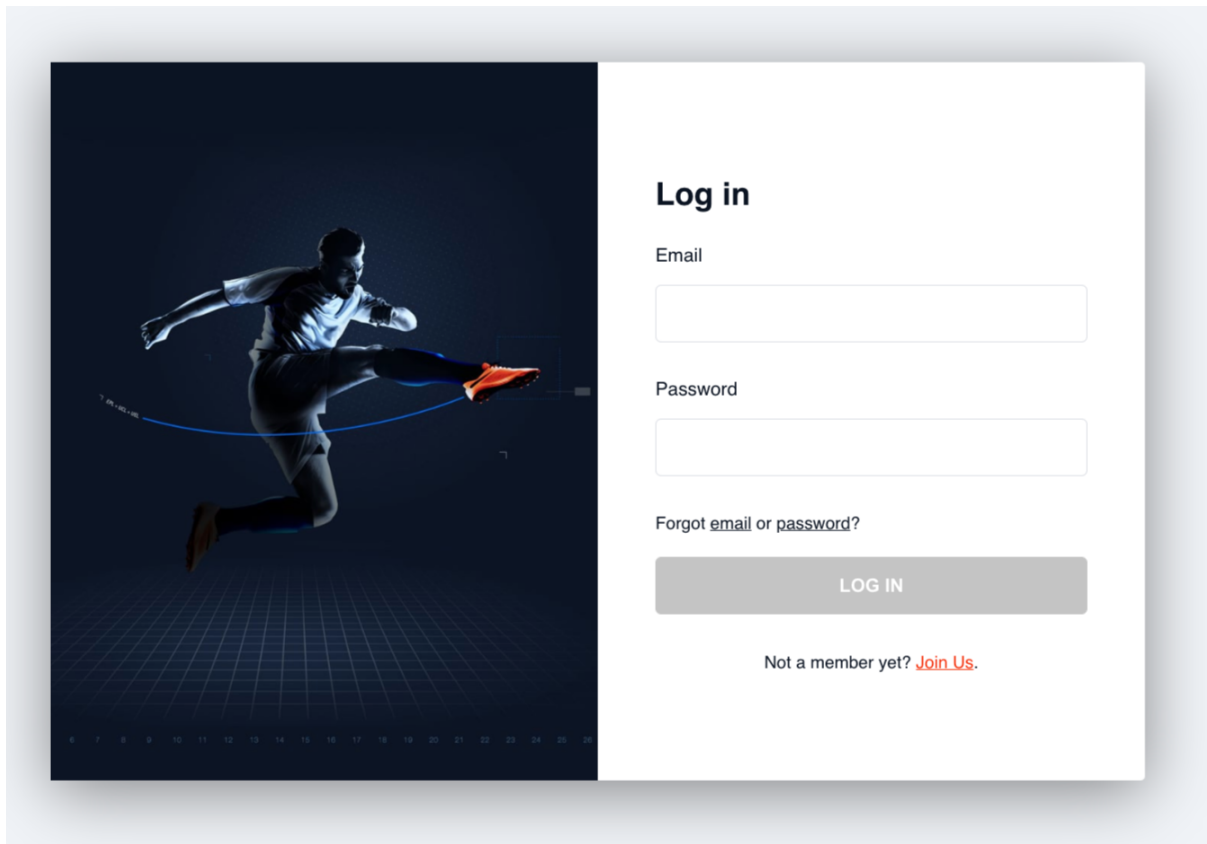
BACK JOIN

After account registration and email confirmation, the account will be temporarily blocked. It means that potential Player will have limited access to do some action inside the account until KYC and Age verification procedures will not have been approved.

For KYC and Age verification procedures we are planning to use 3rd party provider like SumSub (<https://sumsub.com/>)

## Log in and Log out

To log in the Player should use his own email and password like on the screen below.



The image shows a login interface. On the left is a dark image of a soccer player in mid-air, kicking a ball, with a blue trajectory line. On the right is a white login form. The form has a title 'Log in', an 'Email' label and input field, a 'Password' label and input field, a link 'Forgot email or password?', a 'LOG IN' button, and a link 'Not a member yet? Join Us.'.

**Log in**

Email

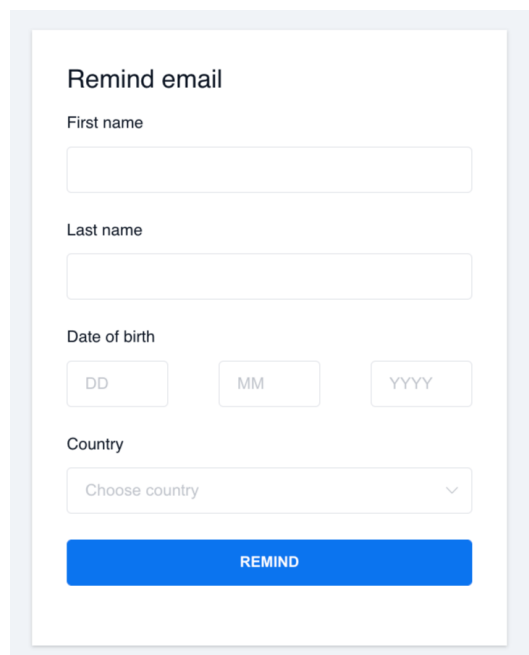
Password

Forgot email or password?

LOG IN

Not a member yet? [Join Us.](#)

Also if the password has been lost the user will have the ability to restore it by using personal data like on the screen below.



The image shows a 'Remind email' form. It has a title 'Remind email', a 'First name' label and input field, a 'Last name' label and input field, a 'Date of birth' label with three input fields for 'DD', 'MM', and 'YYYY', a 'Country' label and a dropdown menu with 'Choose country' and a downward arrow, and a blue 'REMIND' button.

**Remind email**

First name

Last name

Date of birth

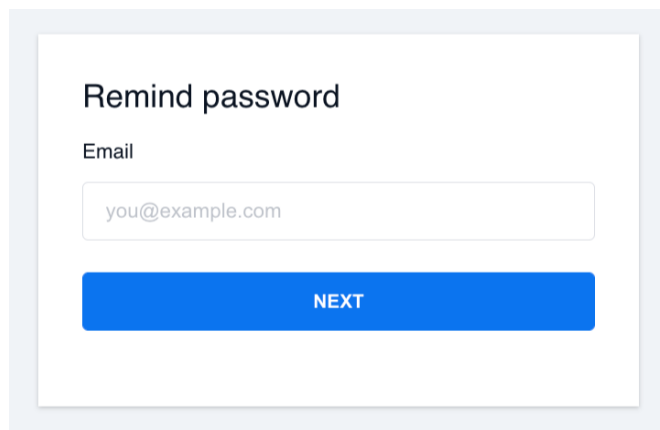
DD MM YYYY

Country

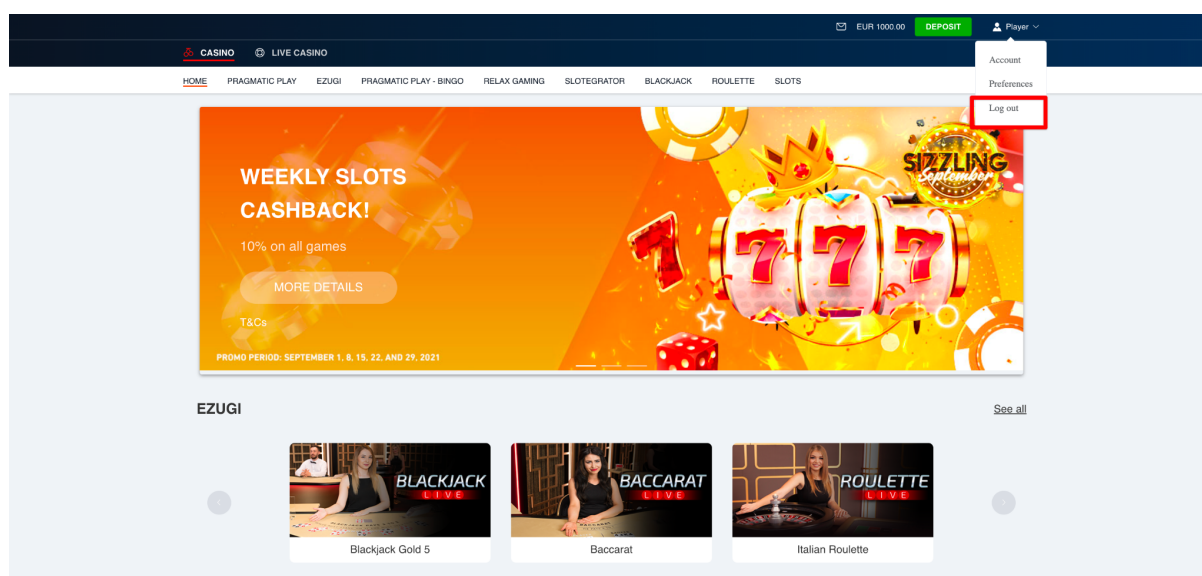
Choose country

REMIND

Another way is to restore account via email like on the screen below

A screenshot of a 'Remind password' form. It has a title 'Remind password' and a label 'Email'. Below the label is a text input field containing 'you@example.com'. At the bottom of the form is a blue button labeled 'NEXT'.

To log out from account will be realized by separate button to provide the Player possibility to secure account on the different devices like on the screen below



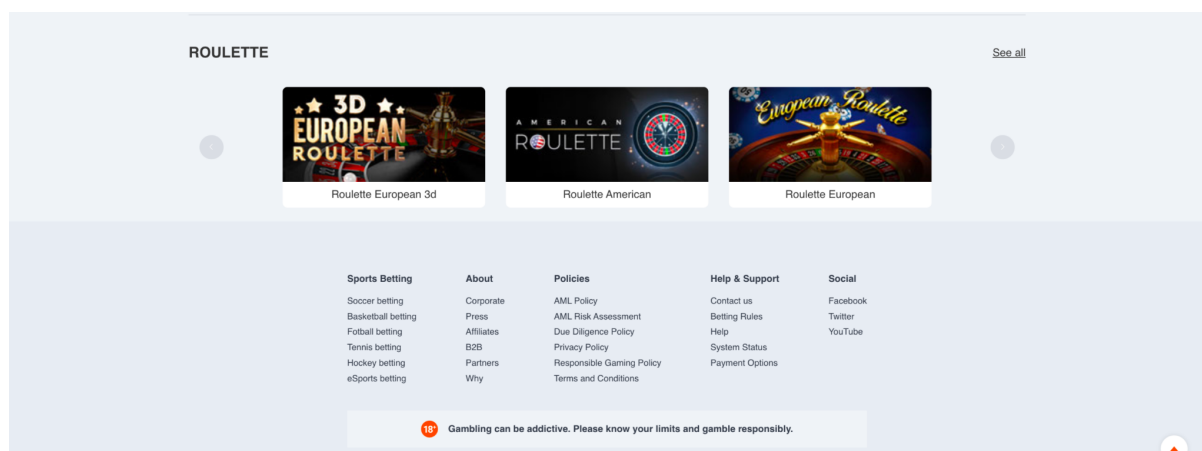
## Terms and conditions/ Rules and procedures

During the account verification process Player will provide Support Team documents for AML, KYC, Age Verification and other procedures. The project of Terms and Conditions is in the appendix A.

## Obligations as a player

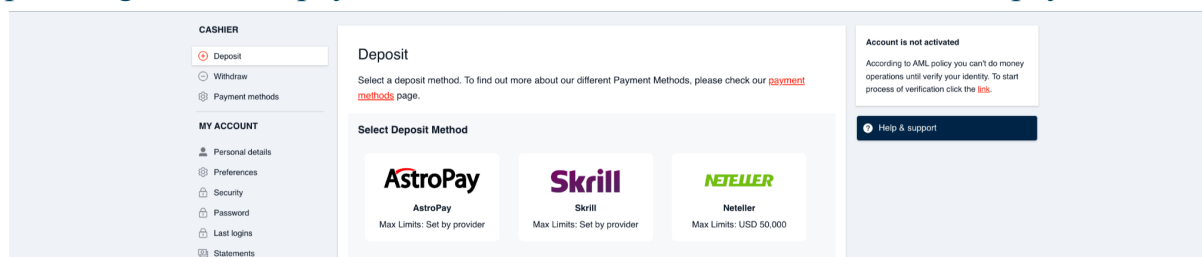
Player's activity will be regulated by the AML, DUE DILIGENCE, PRIVACY and GAMING POLICY. In accordance with TERMS and CONDITIONS the

Company could block or terminate accounts in case of some fraud. The aim is faithful performance of Player's duties in accordance with Company's terms and conditions. Additional player's obligation description is in the Appendix. All this data will be available in the site footer like on the screen below.



## Payouts

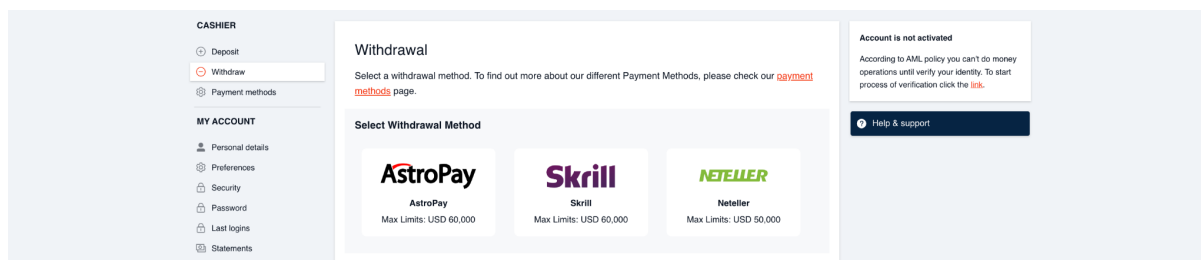
All payouts will be handled by 3rd party payment processors and available payment methods in accordance with their limits (daily, max, min and etc). It will help us to reduce fraud and money laundering payments risks via our gambling platform. Now we are in contact with them to prepare documents to start integration after getting the gambling license. On the first steps we are planning to use the payment methods like Skrill, Neteller and Astropay.



The common view for payouts and deposits will look like on the screen above. The payouts will be processed in accordance with payment methods conditions.

## Withdrawing

In the Player's Account there is will be separate tab named Withdraws to provide Players possibility to get money back to personal account like on the screen concept below



On the first steps we are planning to provide the possibility to withdraw money via payment methods like Skrill, Neteller, Astropay, etc. In future we are planning to expand the list of available payment methods

The company reserves the right to void bets and refuse or withhold a withdrawal where we have any reasonable grounds for closing a Player Account, including where there is evidence of “suspicious activity”. In particular, if we suspect fraud or fraudulent activity on Players part, or any of deposits are charged back to company as a result of (alleged) fraudulent use, or loss, of Player’s credit or debit card, we reserve the right to refuse or withhold a withdrawal from Player’s Account and, if necessary, to lawfully collect any payments owed by them. It is the Player's responsibility to provide correct bank details for winning payments. The company will make reasonable efforts to contact Player to obtain correct bank details.

Also Vitality Hardware B.V. reserves the right to reasonably withhold a withdrawal until the identity of the winning Player is verified to our satisfaction, in order to ensure that payment is being made to the correct player.

The company may ask Player to provide additional identification or other information, such as proof of payment of a phone bill, before we make a withdrawal payment. If the information requested is not received within a reasonable period (not less than 90 days), we reserve the right to close the Account. If there is a legitimate reason why the information could not be provided within this time period, a Player should contact the Customer Support Team via email.

Vitality Hardware B.V. aims to process withdrawals for depositing customers within 3-4 working days (being Monday to Friday, excluding Bank Holidays) of a request. Withdrawals for non-depositing customers will take 10-12 working days. Where we require ID, source of funds, proof of payment of phone bill or any other documentation, withdrawals will be delayed pending receipt of such documents.

## A list of the games

On the first steps Vitality Hardware B.V. is going to work with certified lead gambling providers and games studios only. The games will be provided both via direct integration with game providers and via game integrators.

Thanks to this mix approach, Vitality Hardware B.V. will have the possibilities to provide users with a wide range of games immediately at the start and get good coverage in chosen regions.

Specificity of regions we are planning to focus on the next kind of games:

- Slots
- Bingo
- Blackjack
- Roulette
- Baccarat
- Live Casino

Taking the above into consideration, Vitality Hardware B.V. is planning to work with the such gaming providers like:

- EZUGI
- PRAGMATIC
- RELAX

Also among our potential game aggregators such companies like

- Softswiss
- Slotegrator

# Marketing plan

## Marketing and Sales Strategy

Our marketing strategies will be directed towards achieving specific objectives that support the strategic goals of the organization. The truth is that all we do will be geared towards creating new market channels, increasing sales and increase our market share. We will leverage on improving on our services and facility to ensure that we win new clients and retain old clients as well.

Vitality Hardware B.V. Gaming Company, our marketing strategies will be consistent throughout the marketing mix and we will take into consideration product improvement, promotion, and price. As part of our sales and marketing strategies, we will pay attention to the promotion of our casino and game center so as to attract people to make use of our facility.

Our unique selling proposition is that we are well positioned and people can easily access our facility, our payment platforms are highly reliable. Part of the marketing and sales strategies that we will adopt are;

- Open our online casino with a big party.
- Advertise our casino and game center on national dailies, local TV stations and local radio station
- Promote our casino and game center online via our official website and all available social media platforms
- Introduce our casino and game center by sending introductory letters alongside our brochure to sports clubs, corporate organizations, households and key stake holders
- Print out fliers and business cards and strategically drop them in offices, libraries, public facilities and train stations et al.
- Delivering consistent customer experiences to all our members; making our first impression count positively to those making use of our casino and game center for the first time
- Make use of attractive hand bills to create awareness and also to give direction to our online casino
- Adopt direct mailing coupon marketing approach

## Publicity and Advertising Strategy

We have been able to work with our branding and publicity consultants to help us map out publicity and advertising strategies that will help us walk our way into the heart of our target market.

Below are the platforms we intend to leverage on to promote and advertise Vitality Hardware B.V. Gaming Company:

- Place adverts on both print (community based newspapers and magazines) and electronic media platforms
- Sponsor relevant community based gaming or sport events and competitions
- Leverage on the internet and social media platforms like; Instagram, Facebook , twitter, YouTube, Google + et al to promote our brand
- Install our Billboards on strategic locations
- Distribute our fliers and handbills in target areas
- Contact corporate organizations, social club and sports clubs by calling them up and informing them of our Company and the services we offer
- List Vitality Hardware B.V. Gaming Company on local directories /

yellow pages

- Advertise our online casino and game centers in our official website and employ strategies that will help us pull traffic to the site.
- Ensure that all our staff members wear our branded shirts and all our vehicles are well branded with our corporate logo et al.

## Sustainability and Expansion Strategy

The future of a business lies in the numbers of loyal customers that they have the capacity and competence of the employees, their investment strategy and the business structure. If all of these factors are missing from a business (company), then it won't be too long before the business close shop.

One of our major goals of starting Vitality Hardware B.V. Gaming Company is to build a business that will survive off its own cash flow without the need for injecting finance from external sources once the business is officially running. We know that one of the ways of gaining approval and winning customers over in our online casino is to equip our facility with state of the art games online slots, live dealers and to make our facility highly secured.

Vitality Hardware B.V. Gaming Company will make sure that the right foundation, structures and processes are put in place to ensure that our staff welfare is well taken care of. Our company's corporate culture is designed to drive our business to greater heights and training and re – training of our workforce is at the top burner.

As a matter of fact, a profit-sharing arrangement will be made available to all our management staff and it will be based on their performance for a period of ten years or more. We know that if that is put in place, we will be able to successfully hire and retain the best hands we can get in the industry; they will be more committed to help us build the business of our dreams.

## Pricing Strategy

Our pricing system is going to be based on what is obtainable in the industry, we don't intend to charge more (except for premium and customized services) and we don't intend to charge less than what our competitors are charging their clients.

Be that as it may, we have put plans in place to offer discount services once in a while and also to reward our loyal customers especially when they refer clients to us or when they register as a family or a group. The prices of our services will be the same as what is obtainable in the online casinos open market.

## Payment Options

At Company, our payment policy will be all inclusive because we are quite aware that different clients would prefer different payment options as it suits them. Here are the payment options that we will make available to our clients;

- Payment by via bank transfer
- Payment via online bank transfer
- Payment via check
- Payment via bank draft
- Payment via mobile money
- Payment with crypto currencies

In view of the above, we have chosen banking platforms that will help us achieve our plans with little or no itches.

## Sales Forecast

We are quite aware that there are several business opportunities available for businesses like casino and game centers; it is a line of business

We are well positioned to take on the available market and on our online platforms and we are quite optimistic that we will meet our set target of generating enough income / profits from the first six month of operations and grow the business and our clientele base.

We have been able to critically examine the Global online Casinos and Online Gambling industry – market and we have analyzed our chances in the industry and we have been able to come up with the following sales forecast. The sales projection is based on information gathered on the field and some assumptions that are peculiar to startups.

Below are the sales projection for Company, it is based on the clients location of our online casino and the wide range of related entertainment services that we are expected the next net profit;

- **First Fiscal Year-:** 150 000 EUR
- **Second Fiscal Year-:** 800 000 EUR
- **Third Fiscal Year-:** 1 500 000 EUR

**N.B:** This projection is done based on what is obtainable in the industry and with the assumption that there won't be any major economic meltdown and natural disasters within the period stated above. There won't be any major competitor (online casino) offering the same additional services as we do within the same location. Please note that the above projection might be lower and at the same time it might be higher.

# Financials

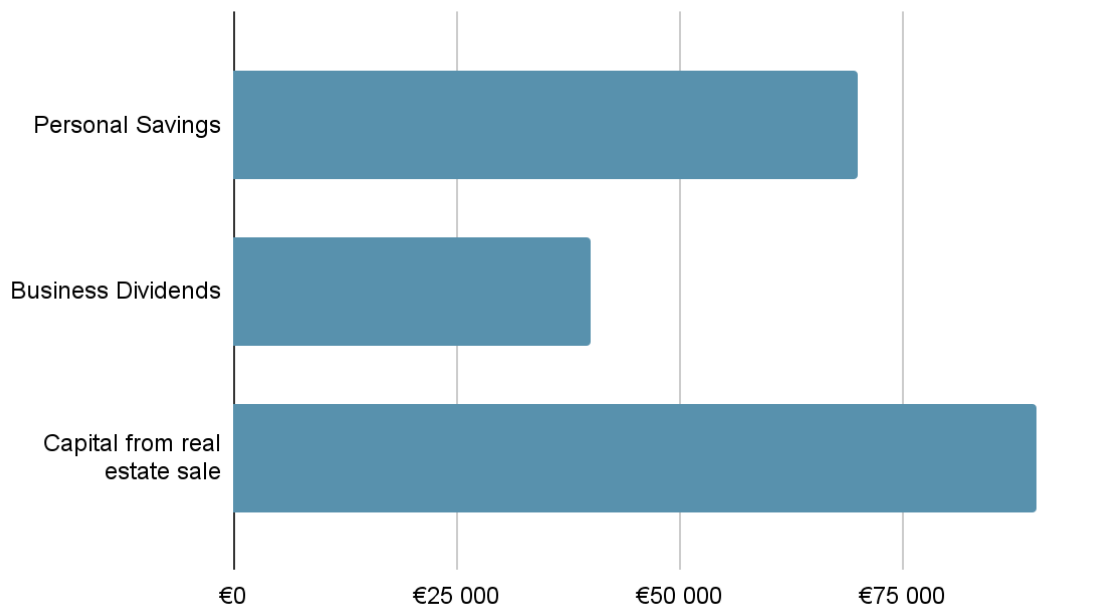
## Startup Capital

These are the areas we intend generating our start – up capital:

- personal savings
- dividends from business
- capital from sale and rental of real estate

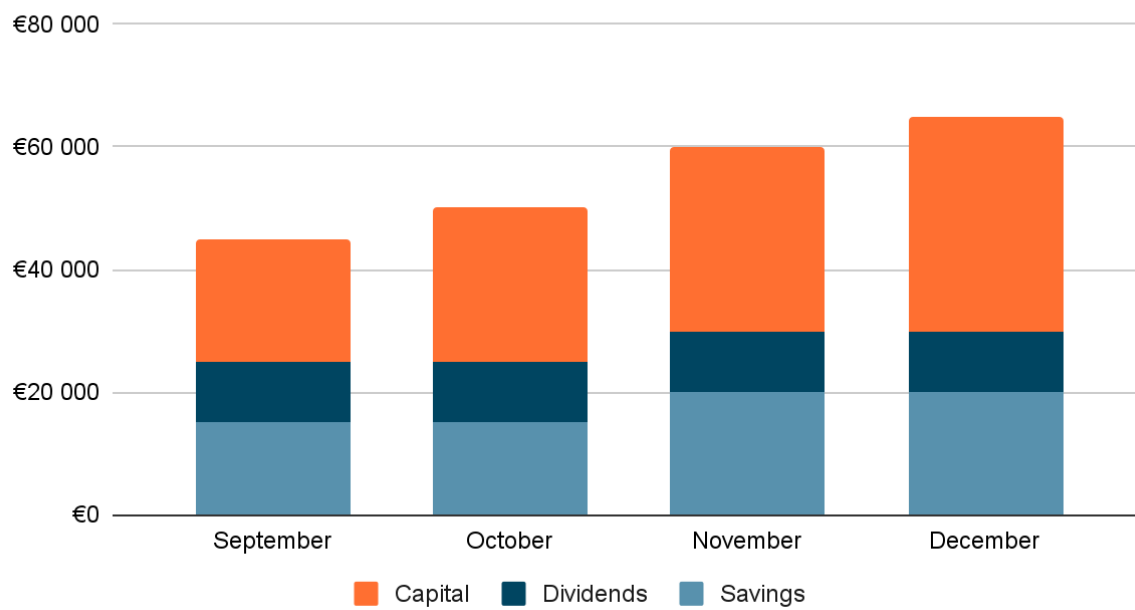
The shape of each income and funding plan are placed below

### Financing Sources



Also we are planning to launch project in accordance with the next cash flow

## Cash flow from financing activities



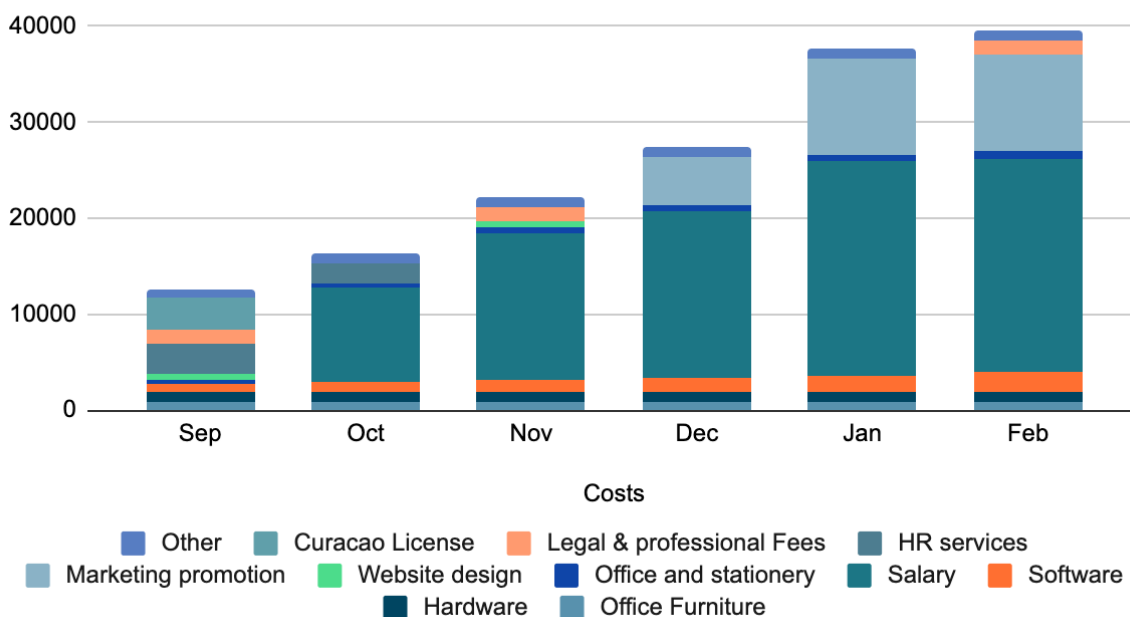
## Financing Summary

| Month     | Savings | Dividends | Capital |
|-----------|---------|-----------|---------|
| September | 15000   | 10000     | 20000   |
| October   | 15000   | 10000     | 25000   |
| November  | 20000   | 10000     | 20000   |
| December  | 20000   | 10000     | 25000   |

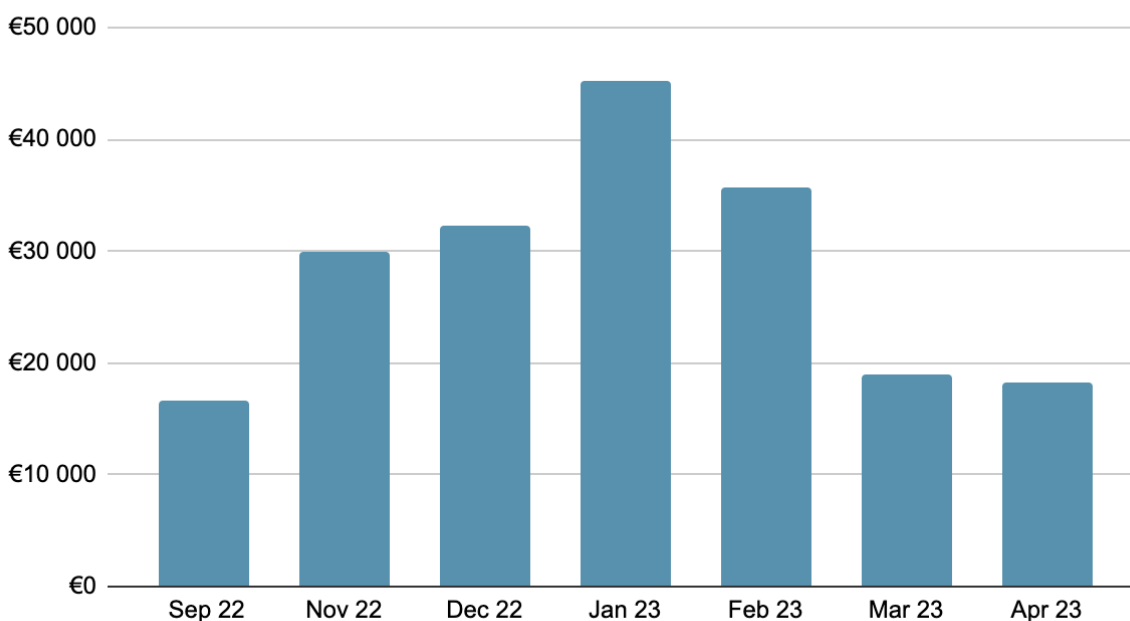
## Startup Costs

We estimate startup costs to be 200,000 EUR. With this conservative budget, we anticipate spending a good portion of it on equipment, software, and other important items such as initial marketing, legal costs, obtaining licenses and permits and also salary payments on the first stage.

### Distribution Of Startup Costs



### Startup costs over time



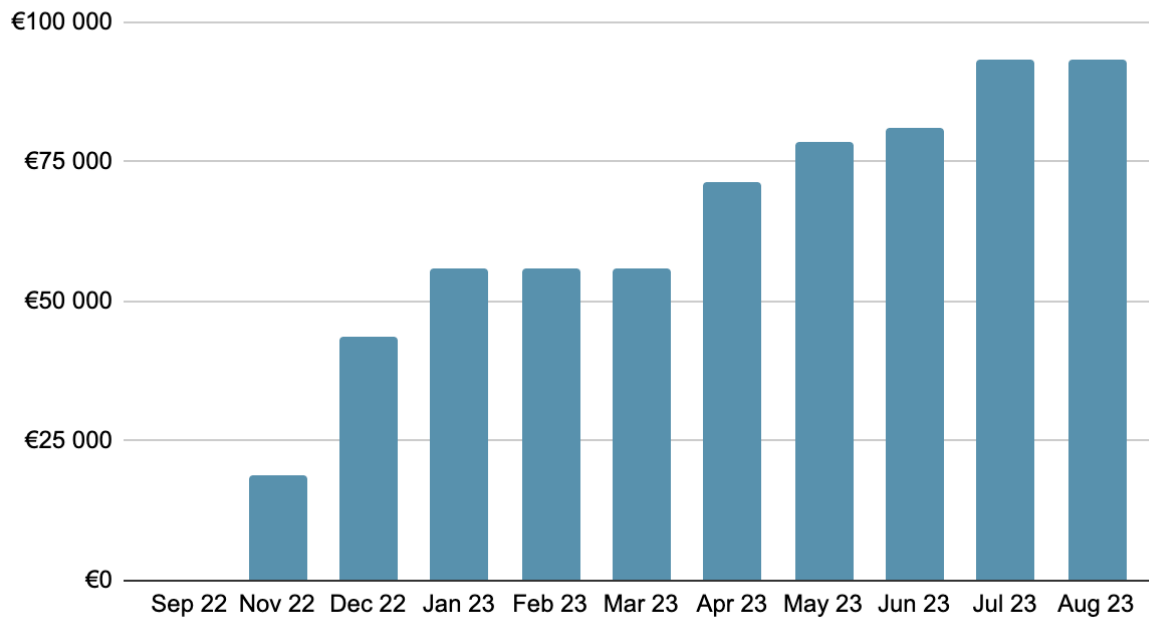
## Financing Summary

| Costs                     | Sep          | Oct          | Nov          | Dec          | Jan          |
|---------------------------|--------------|--------------|--------------|--------------|--------------|
| Office Furniture          | 934          | 934          | 934          | 934          | 934          |
| Hardware                  | 1000         | 1000         | 1000         | 2000         | 4000         |
| Software                  | 800          | 1152         | 1382         | 1659         | 1991         |
| Office and stationery     | 400          | 562          | 641          | 730          | 833          |
| Website design            | 750          | 750          |              |              |              |
| HR services               | 3000         |              |              |              |              |
| Legal & professional Fees | 1500         | 1500         |              |              | 1500         |
| Curacao License           | 3250         |              |              |              |              |
| Other                     | 1000         | 1000         | 1000         | 1000         | 1000         |
| Staff Costs               | 0            | 19035        | 43808        | 56078        | 56078        |
| Office Rent               | 3550         | 3550         | 3550         | 3550         | 3550         |
| Utility                   | 533          | 533          | 533          | 533          | 533          |
| <b>Total</b>              | <b>16717</b> | <b>30016</b> | <b>52848</b> | <b>66484</b> | <b>70419</b> |

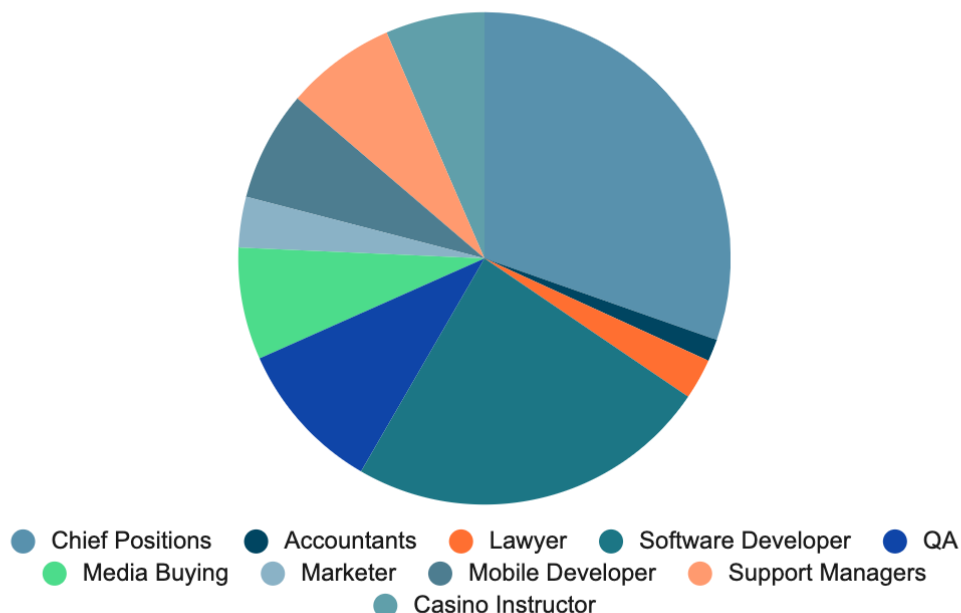
## Payroll Expenses

The most expensive portion of our costs is payroll which will cost over 55,000 per month on average in the first year only.

### Payroll expenses over time



### Distribution of Payroll Expenses



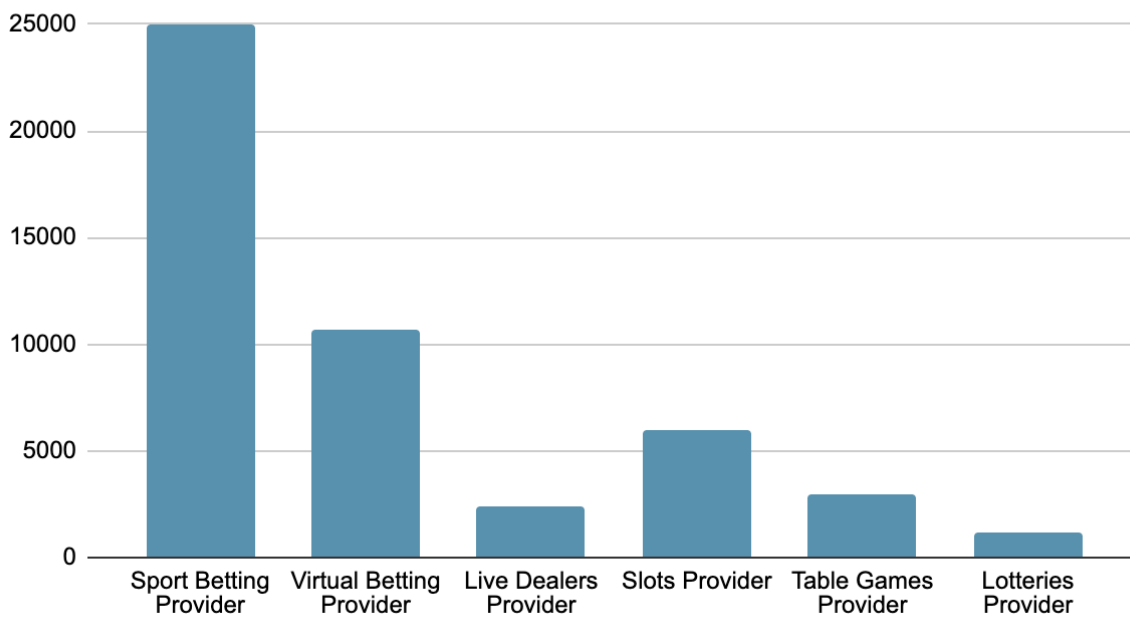
### Payroll Summary

| Costs        | Y1            | Y2             | Y3             |
|--------------|---------------|----------------|----------------|
| Salaries     | 648758        | 1393373        | 2332849        |
| <b>Total</b> | <b>648758</b> | <b>1393373</b> | <b>2332849</b> |

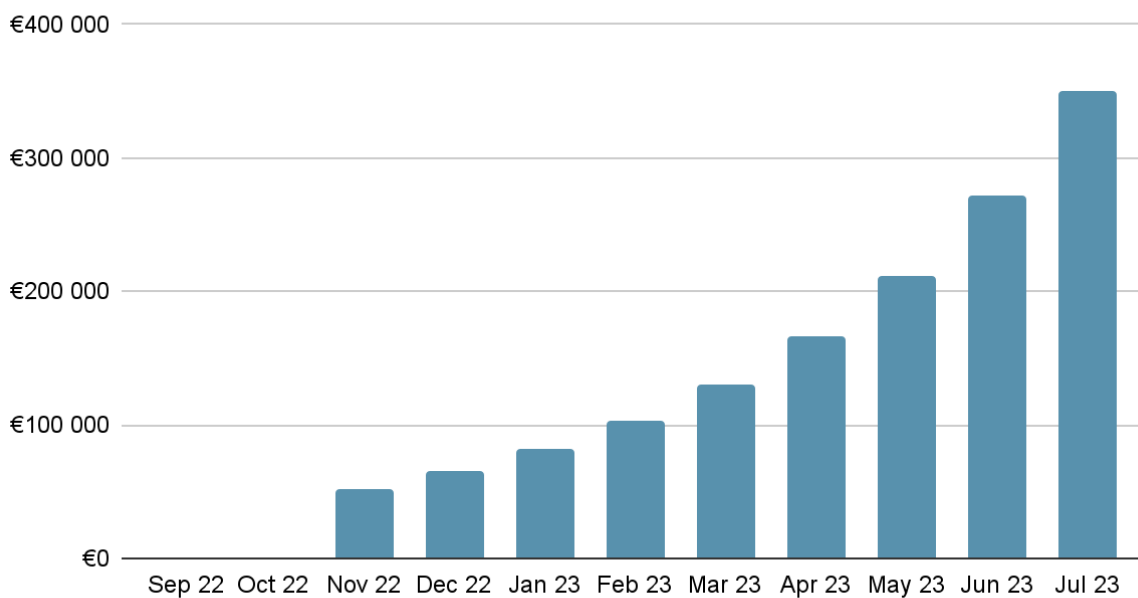
## Direct Costs

These are the direct costs we are estimating for each revenue stream.

### Direct Costs



### Direct costs over time



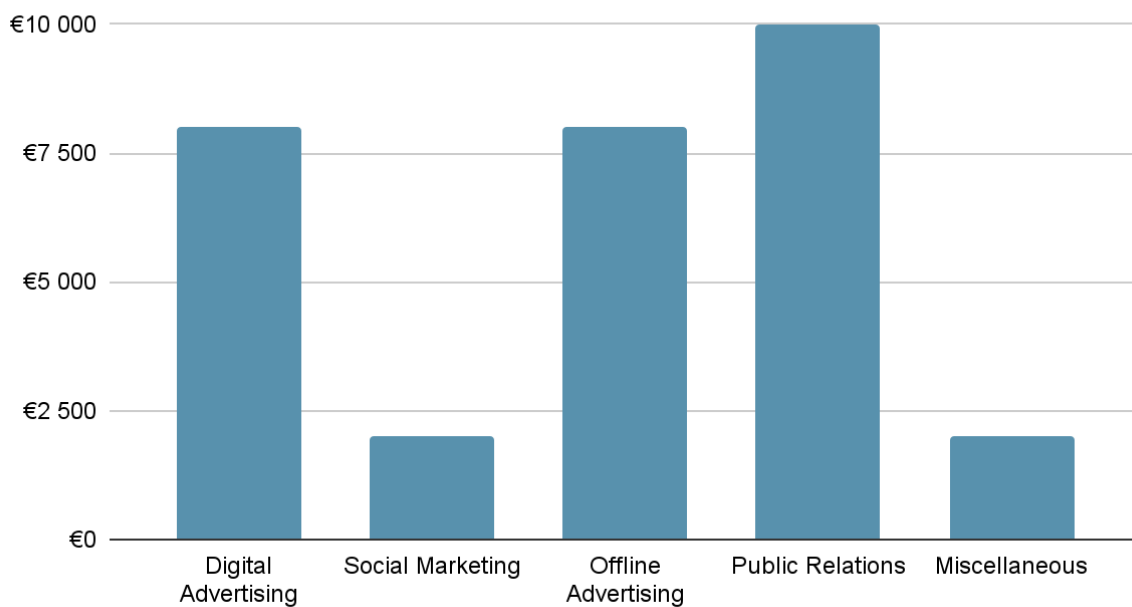
## Direct Costs Summary

| Costs                    | Y1            | Y2            | Y3            |
|--------------------------|---------------|---------------|---------------|
| Sport Betting Provider   | 200000        | 275000        | 275000        |
| Virtual Betting Provider | 40096         | 125340        | 118243        |
| Live Dealers Provider    | 12270         | 22980         | 14868         |
| Slots Provider           | 24208         | 85908         | 102636        |
| Table Games Provider     | 15674         | 31354         | 22321         |
| Lotteries Provider       | 6545          | 10383         | 5923          |
| <b>Total</b>             | <b>298793</b> | <b>550965</b> | <b>538991</b> |

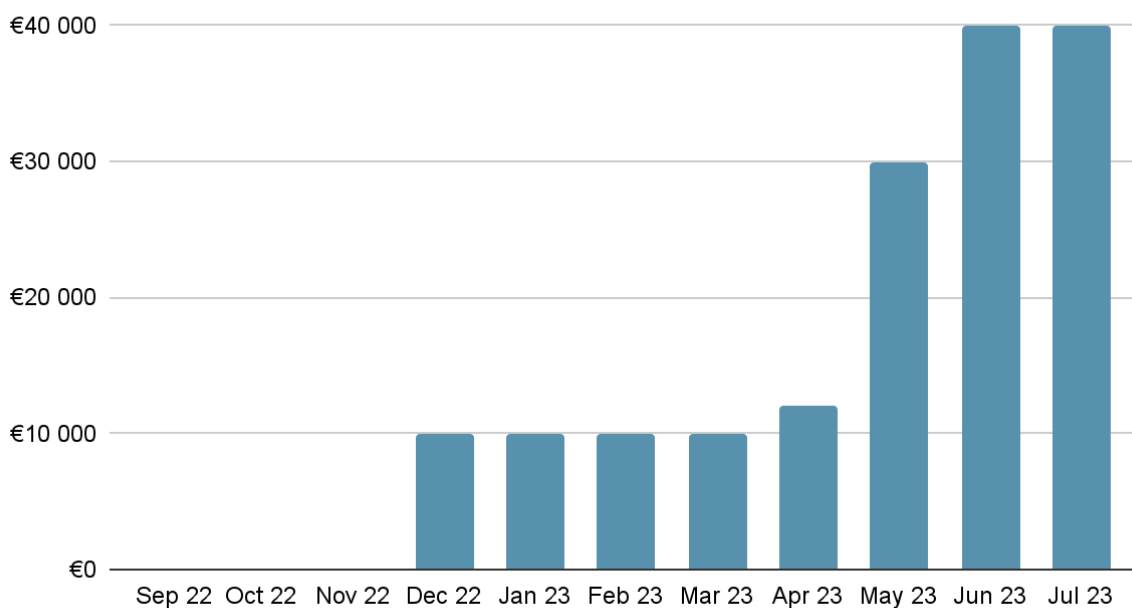
## Marketing Costs

This is the marketing budget that we need to promote our services. We anticipate spending most of it on public relations and digital marketing.

Distribution of marketing budget



Marketing budget over time



## Marketing Costs Summary

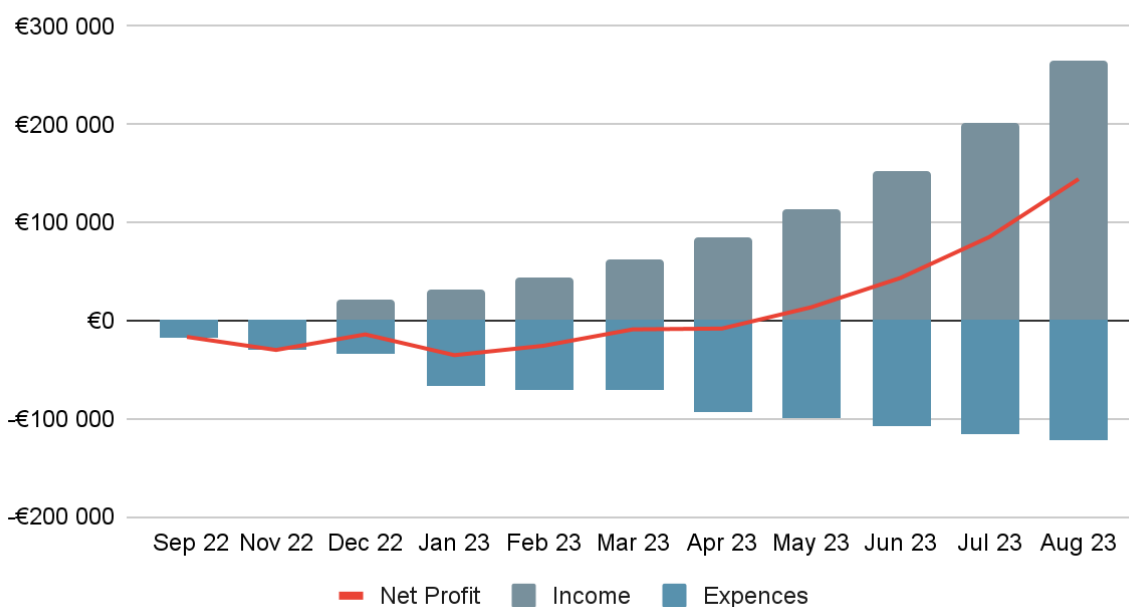
| Costs       | Y1     | Y2      | Y3      |
|-------------|--------|---------|---------|
| Advertising | 110000 | 440000  | 440000  |
| Conferences | 32000  | 380000  | 440000  |
| Offline     | 20000  | 550000  | 550000  |
| Total       | 162000 | 1370000 | 1430000 |

## P&L / Cash Flow Projections

The following table and charts outline the projected profit and loss (P&L) / cash flow.

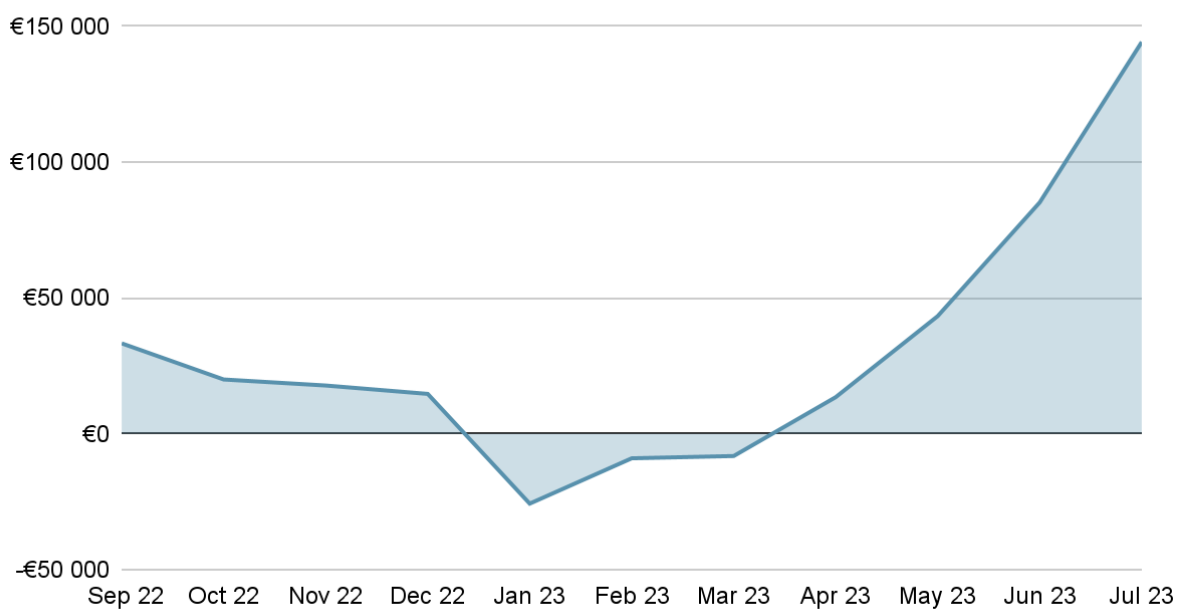
In the ideal case, we expect the online Casino and adjacent gambling products to bring in over 164 208 EUR in net profits in the first year. As such, our projections anticipate an over 827 011 EUR increase in net profits in the second year and 1 409 661 EUR in the third year

### Profit and Loss Projection



| Profit & Loss Statement   | Y1      | Y2      | Y3      |
|---------------------------|---------|---------|---------|
| <b>Total Revenue</b>      | 1433005 | 4397639 | 5335335 |
| <b>Direct Costs</b>       | 298793  | 550965  | 538991  |
| <b>Gross Profit</b>       | 1134212 | 3846675 | 4796344 |
| <b>Operating Expenses</b> | 982718  | 1896877 | 2070240 |
| <b>Operating Income</b>   | 151494  | 1949798 | 2726104 |
| <b>Total Expenses</b>     | 1268797 | 3570628 | 3925674 |
| <b>Net Profit</b>         | 164208  | 827011  | 1409661 |

## Cash Flow Projection



| Cash Flow                       | Y1     | Y2     | Y3      |
|---------------------------------|--------|--------|---------|
| Cash Flow - Operations          | 128980 | 498031 | 582650  |
| Cash Flow - Financing           | 200000 |        |         |
| Cash at the Beginning of Period |        | 328980 | 827011  |
| Net Change in Cash              | 328980 | 498031 | 582650  |
| Cash at the End of Period       | 328980 | 827011 | 1409661 |

## References

1. Gambling Global Market Report 2021: COVID-19 Impact and Recovery to 2030
2. Gambling - Global Market Trajectory & Analytics
3. Online Gambling (GLOBAL) - Industry Report
4. Market size of the casino and online gambling industry worldwide from 2011 to 2020, with a forecast for 2023
5. Global Sports Betting Market 2022-2026
6. Market size of the online gambling and betting industry worldwide in 2021, with a forecast for 2028
7. Consumer attitudes towards internet gambling: perceptions of responsible gambling policies, consumer protection, and regulation of online gambling sites

# Appendix

## TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS" AND/OR "AGREEMENT") GOVERN YOUR USE OF VITALITY HARDWARE B.V. GAMING PRODUCTS. BY USING ANY OF VITALITY HARDWARE B.V. GAMING PRODUCTS, YOU AGREE TO THE FOLLOWING PROVISIONS. IT IS IMPORTANT THAT YOU FAMILIARIZE YOURSELF WITH THE PROVISIONS HEREIN BEFORE USING ANY OF VITALITY HARDWARE B.V. GAMING PRODUCTS. YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU WILL NOT OPEN, USE OR REUSE AN ACCOUNT AT VITALITY HARDWARE B.V. GAMING PRODUCT, NOR PARTICIPATE AT ANY VITALITY HARDWARE B.V. GAMING PRODUCT IN ANY MANNER, NOR ACCEPT ANY PRIZE OR WINNINGS FROM ANY VITALITY HARDWARE B.V. GAMING PRODUCT IF YOU DO NOT UNDERSTAND, AGREE TO BECOME A PARTY TO, AND ABIDE BY ALL OF THE TERMS AND CONDITIONS SPECIFIED BELOW. IF YOU DO NOT AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) ANY OF THE TERMS AND CONDITIONS BELOW, DO NOT CHECK THE "I AGREE" BOX BELOW, DO NOT COMPLETE THE REGISTRATION PROCESS, AND DO NOT ATTEMPT TO USE ANY VITALITY HARDWARE B.V. GAMING PRODUCT IN ANY MANNER.

### I. KEY DEFINITIONS AND WHAT MAKES UP THE TERMS & CONDITIONS

1.1. By using and/or visiting any section of the Website, or by opening an account through the Website, You agree to be bound by the Terms & Conditions and You accordingly: (a) agree to the use of electronic communications in order to enter into contracts; and (b) waive any applicable rights or requirements which require a signature by hand, to the extent permitted by any applicable law. The Terms & Conditions do not affect your statutory rights.

1.2. In addition, where You play any game, or place a bet using the Services, or otherwise use the Services, You agree to be bound by:

the Rules for all sports bets on the VITALITY HARDWARE B.V. sportsbook as set out under the section Sports Betting Rules ("the Betting Rules"); the Rules for responsible gambling available set out under the section Responsible Gambling (Responsible Gaming Terms); any rules relating to bonuses and promotions (Promotions Terms);

1.3. The following definitions are used in these Terms & Conditions:

1.3.1. "Access Device" means any electronic means of accessing the Services, including, but not limited to, computers, smartphone devices, feature phones, tablet devices, touch devices or any home entertainment system such as video games consoles and smart TVs (or by any other remote means);

1.3.2. "Promotions Terms" means any terms and conditions and/or rules with regard to promotions, bonuses and special offers which may apply to any part of the Services from time to time;

1.3.3. "Download Terms" means any additional end user terms and conditions of use which You are required to confirm Your agreement to as part of the download and/or installation of any software which You may download in order to be able to use the Website;

1.3.4. "General Terms" means the terms and conditions set out in this document;

1.3.5. "Group means" in relation to any party, a company which is from time to time a subsidiary or the ultimate holding company of that party or another direct or indirect subsidiary of any such ultimate holding company. For the purposes of this definition "subsidiary" and "holding company" have the meaning given to these expressions in the Companies Act as amended from time to time;

1.3.6. "Rules" means the Betting Rules and the specifically applicable to the relevant type of betting and/or gaming; 1.3.9. Services means, as appropriate, the services offered for the time being by the Operator through the Website, Telebetting and/or via any Access Device application;

1.3.7. "Telebetting" means the telephone betting service for the time being offered by the Operator;

1.3.8. "Terms & Conditions" means:

- (a) the General Terms;
- (b) the Privacy Policy;
- (c) where appropriate, the relevant Rules, Bonus Terms, Responsible Gaming Terms, Errors Terms and additional terms applicable to the Services that are being used by You, and
- (d) any Download Terms;

1.3.9. "Website" means the website or any respective page, subpage, subdomain or section thereof from time to time, located at or accessible via the domain name: VITALITY HARDWARE B.V.

1.4. Please read the Terms & Conditions carefully before accepting them. Once You have accepted the Terms & Conditions, please print the Terms & Conditions and store them, along with all confirmation emails, additional terms, transaction data, game rules, fair deal rules and payment methods relevant to Your use of the Website. Please note that the Terms & Conditions are subject to change, as set out in paragraph 3 below.

1.5. If You do not agree to accept and be bound by the Terms & Conditions, please do not open an account. Your use of any of the Services will constitute acceptance of the Terms & Conditions, which are in force.

1.6. The Terms & Conditions govern Your contract with the Operator and will come into effect on 18 December 2015. For the avoidance of doubt, each and all sections of the Website and Telebetting are governed by the Terms & Conditions, and You should ensure at all times that Your use of the Services is in accordance with the Terms & Conditions.

## II. GENERAL CONTRACTING PARTIES

2.1. The Terms & Conditions shall be agreed between You and the Operator.

2.2. References in the Terms & Conditions to "us", "our" or "we" are references to:

the Operator; or in the case of Terms & Conditions relating to monies held in Your Account from time to time, to any Operator Group company which holds such money and shall (where appropriate) be deemed to include our agents, partners, and suppliers.

2.3. Reference to "you", "your" or the "player", "customers", or "subscriber" is reference to any person using the Company's Services and/ or any registered customer of the Company thereof.

### III. CHANGES TO TERMS AND CONDITIONS

3.1. The Company reserves the right to change these Terms and Conditions at any time and without prior notice. We may need to change the Terms & Conditions from time to time for a number of reasons, including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms & Conditions can be accessed from the Terms and Conditions link in the footer section of the Website, and the date on which they will come into force is noted in paragraph 1.6 of these General Terms.

3.2. Where we wish to make substantial changes to the Terms & Conditions, we will give You as much prior notice of such changes as is reasonably practicable via one of the methods set out in paragraph. For minor or insubstantial changes, we may not give You any notice of such changes, so You are advised to review the Terms & Conditions through the Terms and Conditions link on the Website on a regular basis.

3.3. Where we make changes to the Terms & Conditions which we wish to notify You of, we will do so by such method of notification as we may, in our discretion, deem appropriate, which may comprise:

email (to the email address You have previously supplied us with, if any); a message to Your Inbox on the Website; or a notice on the Website are at our discretion, we invite You to accept the new Terms & Conditions by clicking on "yes" or "I accept", checking a 'tick box' or any other similar method of confirmation by You. If You provide us with any such confirmation, or continue to use the Website or Telebetting after notification under paragraph 3, You shall

be deemed to have accepted, and are bound by the new Terms & Conditions, including but not limited to (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identities of the Operator, whether or not You have read the revised Terms & Conditions.

3.4. Notwithstanding paragraph 3, if we should wish to make any changes to the terms upon which Your funds are held under clause 7.3, we shall notify You in advance by such method as we may, in our discretion, deem appropriate. Such method shall require You to acknowledge receipt of such information by clicking on "yes" or "I accept", checking a 'tick box' or any other similar method of acknowledgment by You. If You provide us with any such acknowledgment, You shall be deemed to have accepted, and be bound by the new Terms & Conditions.

3.5. Nevertheless, it is your responsibility to regularly check for any changes.

3.6. If any change is unacceptable to You, You may either cease using the Services and/or close Your Account by complying with paragraph 10 of these General Terms.

#### IV. OPENING ACCOUNT & REGISTRATION ACCOUNT RULES

4.1. In order to place a bet or play a game using the Services, You will need to open an account with the Operator ("Your Account" or "Account").

4.2. In order to open Your Account or use the Services, You can:

Contact Customer Services;

Click on Join Now on the Website and follow the on-screen instructions;

Open by such other Account opening method as shall, from time to time be offered by the Operator.

4.3. Your Account will either be operated by the Operator, or by another company in its Group for and on behalf of itself and/or the relevant Operator Group company with whom You have contracted.

4.4. When You open Your Account, You will be asked to provide us with personal information, including Your name and date of birth and appropriate

contact details, including an address, telephone number and e-mail address ("Your Contact Details"). You may update Your Contact Details from time to time by contacting Customer Services; or by such other method as shall, from time to time, be offered by the Operator.

4.5. In opening Your Account, You warrant that:

- You are over 18 years of age, and above the age at which gambling, or gaming activities are legal under the law of the jurisdiction that applies to you ("Relevant Age").
- Gambling is not illegal in the territory where You reside;
- You are legally able to enter into contracts;
- You have not been excluded from gambling.
- You have not already had an Account closed by us under paragraphs 9 (Collusion, Cheating, Fraud and Criminal Activity), 20 (Breach of the Terms & Conditions) or at Your request under paragraph Responsible Gambling Policy.

4.6. It is your responsibility to ensure that you are not infringing on any laws in your jurisdiction when opening an account and conducting business with the Company at all times during the subsistence of your subscription/ participation.

4.7. The Company will accept no liability from third parties whatsoever, resulting from you providing incorrect or false data.

4.8. Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person, family, household, address (postal or IP), email address, Access Device or any environment where Access Devices are shared (e.g. schools, workplaces, public libraries etc.) and/or account in respect of the Services. Any other accounts which You open with us, or which are beneficially owned by You in relation to the Services shall be "Duplicate Accounts". You may open only one Account. Should we identify any customer with more than one account, we reserve the right to close those Duplicate Accounts. Should we close a Duplicate Account:

4.8.1. All bonuses, free bets and winnings accrued from such bonuses and free bets obtained using Duplicate Accounts will be void and forfeited by You;

4.8.2. We may, at our discretion, void all winnings and refund all deposits (less amounts in respect of void winnings) made in respect of any Duplicate Account and, to the extent not recovered by us from the relevant Duplicate Account, any amounts to be refunded to us by You in respect of a Duplicate Account may be recovered by us directly from any other of Your Accounts (including any other Duplicate Account); or

4.8.3. We may, at our discretion, allow the usage of a Duplicate Account to be deemed valid. In such case all losses and stakes placed by or for You through the Duplicate Account will be retained by us.

4.9. Selling and/or transferring and/or, acquiring of accounts to/from other players, is prohibited. Any such action will lead to the closure of such accounts and forfeiture of the funds in the account. The company may in its sole discretion reopen an account if there is sufficient proof to the satisfaction of the company that a transfer was done in error.

4.10. A dormant account is an account that has not been accessed for 12 months, that has a legal registration with or without money balance. If the balance on the dormant betting account is zero, such betting account will close. If the dormant account has a positive balance (bigger than zero), the Company shall take reasonable measures to notify the account holder using the details he/she provided during registration. If the account remains dormant following the Company's first attempt to notify the account holder that his/her account has become dormant, the Company will remit any funds remaining on the dormant betting account of the relevant authority, where applicable. The betting account will then close.

4.11 By Registering to the site you are fully responsible for all deposits and game play that take place, this is regardless of if you claim it was not you playing. By completing registration and verifying your account by email and by use of your payment method, you are fully responsible for all deposits that take place.

## V. VERIFICATION OF YOUR IDENTITY (KYC)/ MONEY LAUNDERING

Account must be activated through the Welcome email and KYC verified by uploading the following documents:

- Coloured Photocopy/Picture of your ID card, Passport or Driver's License. We need to see your full name, D.O.B and Expiry Date;
- Real-time video ( "liveness" );
- Coloured Photocopy/Picture/Screenshot of a recent Utility bill / Bank statement (no older than 3 months) showing the issue date, your name, address and the company logo;

To upload the documents, please log into your VITALITY HARDWARE B.V. account and go to My Account > Profile Details > ID Documents. Under "Upload new Documents" you can choose the file with the necessary documentation to upload. Alternatively you can send an email to \_\_\_\_\_.

All the documents need to match the following criteria:

Allowed Images file formats: PNG, JPEG and GIF and not bigger than 5mb; PDF files are not accepted; Scanned images should be in colour, in high resolution (at least 300 dpi) and NOT cropped; Utility bills and Bank statement documents need to content issue date (no older than 3 months), your name, address and the company logo.

Please note that the Information on your document must be clearly visible. Take note that documents need to be uploaded to your account up to 30 days upon registration or before your first withdrawal, or else the account will be closed until these documents are provided. In some cases further documents might be requested to truly identify that the account holder is real. All transactions will be checked for Money Laundering. Customers will be notified via email about their verification status (KYC), within 24 hours of providing their documents.

5.1. By agreeing to the Terms & Conditions You warrant that:

The name and address You supply when opening Your Account are correct; You are the rightful owner of the money which You at any time deposit in Your Account. 5.2. By agreeing to the Terms & Conditions, You authorise us to undertake any verification checks that may be required by ourselves or may be required by third parties (including, but not limited to regulatory bodies). You

agree that from time to time, upon our request, You may be required to provide additional details in respect of any such information You have provided us, including in relation to any deposits which You have made into Your Account.

5.3. Whilst we are undertaking any Security Checks from time to time, we may restrict You from withdrawing funds from Your Account and/or prevent access to all or certain parts of the Website. Please note that we may re-perform the Security Checks for regulatory, security or other business reasons. If any such restrictions cause You a problem, please contact Customer Services.

5.4. In certain circumstances we may have to contact You and ask You to provide further information to us directly in order to complete the Security Checks. For this purpose, we are entitled, at our sole discretion, require that You provide us with a notarised document or any equivalent certified document according to the applicable law of Your jurisdiction, including, but not limited to:

any document which may be used to prove a person's identity; real-time photo ( "selfie" ) holding the identification document, proof of address; utility bills; bank details; bank statements; bank references. Until such information has been supplied to our satisfaction we may prevent any activity to be undertaken by You in relation to the Account. Where we reasonably believe that deliberate or incorrect information has been provided by You, we may keep any amount deposited on the Account, followed by the closure of the Account.

5.5. If You become aware of any suspicious activity relating to individual(s), participants, players, officials, You must report such activity to the Company immediately.

5.6. Suspicious transactions will be reported to the relevant authorities and where the company suffers pecuniary loss or injury to its person or reputation, all legal means will be employed to restore such injuries at the risk of the perpetrator.

5.7. The Company may suspend, block or close your account and withhold funds if so required by the Proceeds of Crime and Anti-Money Laundering Act No. 9 of 2009 or any relevant legislation or as demanded by the authorities.

## 5.9 SUSPENSION and ACCOUNT CLOSURE

5.9.1. If You become aware of any suspicious activity relating to individual(s), participants, players, officials, You must report such activity to the Company immediately.

5.9.2. Suspicious transactions will be reported to the relevant authorities and where the company suffers pecuniary loss or injury to its person or reputation, all legal means will be employed to restore such injuries at the risk of the perpetrator.

5.9.3. The Company may suspend, block or close your account and withhold funds if so required by the Proceeds of Crime and Anti-Money Laundering Act No. 9 of 2009 or any relevant legislation or as demanded by the authorities.

5.9.4. Vitality Hardware B.V. reserves the right to close or suspend your account at any time and for any reason. with immediate effect without limiting the preceding sentence, Vitality Hardware B.V. shall be entitled to close or suspend your account if:

you become bankrupt; Vitality Hardware B.V. considers that you have used the Website in a fraudulent manner or for illegal and/or unlawful or improper purposes;

Vitality Hardware B.V. considers that you have used the Website in an unfair manner, have deliberately cheated or taken unfair advantage of Vitality Hardware B.V. or any of its customers or if your account is being used for the benefit of a third party; Vitality Hardware B.V. is requested to do so by the police, any regulatory authority or court; Vitality Hardware B.V. considers that any of the events referred to in (a) to (c) above may have occurred or are likely to occur; 5.9.5 Company reserves the right, in its sole discretion, to void any winnings and forfeit any balance (winnings and deposits) in your betting account, to terminate the Agreement and/or to suspend the provision of the Services or deactivate your account if: i) we identify you have disguised, or interfered, or taken steps to disguise or interfere, in any way with the IP address of any Device used to access our Site (such as using a Virtual Private Network “VPN”) ii) it comes to our attention that the customer used forged documents (photos, scanned documents, screenshots etc.) during the verification procedure or in any point time the Agreement is active

iii) there is a reasonable suspicion that you have committed or attempted to commit a bonus abuse, either on your own or as part of a group

iv) you are involved in any fraudulent, collusive, fixing or other unlawful activity in relation to Your or third parties' participation or you use any software-assisted methods or techniques or hardware devices for Your participation in any of the services provided by the Company.

## VI. USERNAME, PASSWORD, SECURITY CODE and CUSTOMER INFORMATION

6.1. After opening Your Account, You must take all reasonable steps to avoid disclosing (whether deliberately or accidentally) Your username, password and/or account number to anyone else, including (where practicable) ensuring that up-to-date security software is downloaded onto Your Access Device.

6.2. All transactions made where Your username and password and/or account number have been entered correctly will be regarded as valid, whether or not authorized by You, and we shall not be liable for any claims in the event that You disclose Your username, password or account number to anyone else (whether deliberately or accidentally). If You allow or authorize another person to use Your account, You shall be responsible for all transactions such a person makes using the relevant account details.

6.3. Your password details should comply with the following:

Length: at least 8 characters. Use of capital-small letters, special characters and numbers. 6.3. At the registration procedure you will be asked to submit a security code. The security code is a unique digits and letters code which allows us to identify the rightful owner of the account and it will be needed for verification in various cases( to reset password or user name, to contact us via email or live chat etc.). We strongly recommend that you use security code different from your password, username and date of birth as those details can easily be stolen. Another way to protect your account is to frequently change your security code and have it stored in safe place.

6.4. If You have lost or forgotten Your Account details or have reason to believe that such details are known to an unauthorized third party, please contact us immediately for a replacement through Customer Services, details of which can be found in the Contact us or use the help section of the website. The Company will however not be responsible for any loss or damage that You may suffer as a result of transaction made by that other persons.

## VII. DEPOSITS, TRANSFERS AND WITHDRAWALS

Internet Gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to deposit or withdraw money using Vitality Hardware B.V.

7.1. If You wish to participate in the Services, You must deposit monies into Your Account from an account or source of which You are the account holder. Such monies may (subject to paragraph 5) then be used by You to place bets or play games.

7.2. If You use a payment method in respect of which You are not the account holder, we reserve the right to treat any deposit into the Account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant Checks.

7.3. For all deposits, the mobile number of the depositor must be identical to the mobile phone number registered on the Account receiving the funds. If this is not the case, we reserve the right to treat any deposit into the Account as being invalid and the funds may be returned to the mobile number, from which the funds were sent. Any charges levied by the mobile operators payment gateways (M-Pesa) will be deducted from the player's Account.

7.4. Your deposit. For the avoidance of doubt Your Account shall not be used by You as a bank account and, should we become aware of deposits into and withdrawals from Your Account without commensurate betting or gaming activity, we reserve the right to deduct an administration charge (whether or not we close or suspend the account). Monies deposited with us in Your Account shall not attract interest.

7.5. You should only deposit money in Your account for the purposes of you using such money to place bets/wagers on the games/player platforms. We shall be entitled to suspend or close your account if we reasonably consider or have reason to believe that you are depositing money without any intention to place bets/wagers. You may only bet/wager with the amount of cleared funds held in your account.

7.6. Bonus funds may be credited to Your account as part of a promotion, loyalty or other marketing campaign. These funds cannot be directly withdrawn/paid-out, but must be used for the placing of future bets. Depending on the promotion, these credits may be convertible into hard currency after fulfilling a specific set of Terms and Conditions associated with the promotion.

7.7. You can at any time request a statement which would show all transactions made, namely deposits, bonus credits, winnings, bets and withdrawals. Should you notice any errors you should immediately notify the Company via written or electronic notice. Such anomaly once confirmed, will be rectified by the company in the shortest time possible at no cost to you. All statement requests to be sent to \_\_\_\_\_

7.8. You may request for a withdrawal of funds from Your Account at any time provided that

all payments made into Your Account have been confirmed as cleared and none have been charged-back, reversed or otherwise cancelled; any Checks referred to in paragraph 5 (Verification of Your Identity; Money Laundering Requirements) above have been completed by us to our satisfaction; You have complied with any other relevant withdrawal conditions affecting Your Account (e.g. any applicable Bonus Terms). We have a number of controls and checks that take place before any withdrawal request is processed. These checks are part of our ongoing commitment to maintaining the security of our customers' funds. 7.9. On any withdrawal approved by us, provided that You give us sufficient information as to how the funds should be transferred to You, we will return the relevant funds to You in accordance with paragraph 7.8 (less charges incurred or any other amount required to be deducted from Your withdrawal in order to comply with any applicable law).

7.10. Should you attempt to withdraw funds that were deposited but not used for wagering, the Company may levy a processing fee of 10% upon such withdrawals. Additionally, should these transactions be deemed suspicious, the Company will report the activity to the appropriate authority and the player may lose these funds.

7.11. Where possible, all valid withdrawals will be processed to the payment account from which the deposits were validly made. Withdrawal payments can only be made in the identity of and to the registered account holder. For most payment types, withdrawals can be processed by following the withdrawal protocol steps provided, subject to there being sufficient funds in your betting account.

7.12. Maximum net winnings in any 24-hour period per account are limited to 5,000 Euros. Maximum withdrawable amount per account is limited to 50,000 Euros. The maximum withdrawable amount per account is limited to 7,000 Euros/month. Withdrawable amount will be split on a series of equal withdrawals. If withdrawable amount is larger than 7,000 Euros, the rest will be placed back in the customer's account, for withdrawal within the following month. Withdrawals exceeding more than 1,000 Euros will require additional verification process. "Company" reserves the right, at its own discretion, to carry such verification processes also in cases of lower withdrawals. "Company", reserves the right to delay and/or stop processing Cash Out requests until final approval has been received for any outstanding Deposit transactions. The maximum withdrawable amount is quoted in Euros as the base currency in order to ensure consistency across the world but currency equivalents apply for actual withdrawals.

7.13. The Company reserves the right of funds' withdrawal using a priority for itself method of payment for winning players (including credit/debit card or to the player's bank account).

7.14. Before ordering the first payment, the player must bet 100% of the payment as a deposit of money at minimum 1.50 odd. This requirement is introduced to combat fraud and "money laundering" by players.

7.15. If the value of a deposit is not played through in full before a withdrawal is requested, the Company reserves the right to make a charge to the customer's

account to cover all reasonable costs relating to both the deposit and withdrawal. If necessary, the value of the withdrawal requested may be reduced accordingly but the fee incurred to the customer's account will not exceed 10% of the deposit in question.

7.16. The Company may, at any time, set off any positive balance in Your Account against any amounts owed by You (including under a Duplicate Account) to the Company or any other company within the Company's Group (irrespective of whether there has been a breach of the Terms & Conditions) including (without limitation) where we re-settle any bets or wagers pursuant with these Terms & Conditions.

7.17. To the extent required by Your local law or tax or other authorities You are responsible for reporting Your winnings and losses arising from the Services.

7.18. All account transactions are performed in EUR/USD. No interest is paid on any funds, irrespective of the amount held in your account or any delay in remitting funds in your account for any reason.

7.19. In case an account applies a limit of any sort (Time-Out, Deposit, Bet etc) Company reserves the right to limit any withdraw requests to 10%/month of the overall withdrawable amount for as long as the limit is active. After that period, limits will be reversed as stated on Term 7.12.

7.20 A player with 1 deposit only will be eligible to cashout a maximum of 15x the initial deposit amount. All further winnings will be removed from the account upon withdrawal request.

7.21 All bonuses are limited to max winnings based on their initial bonus percentage. For Bonuses between 25% - 99%, max winnings are limited to thirty (x30) times the initial deposit amount. For Bonuses between 100% - 199%, max winnings are limited to twenty (x20) times the initial deposit amount. For Bonuses above 200%, max winnings are limited to fifteen (x15) times the initial deposit amount. Max winnings from Cashback / Loyalty Bonus are limited to five (5x) times the initial amount of Cashback / Loyalty Bonus given. Any winnings above that will be deducted.

## VIII. LEGAL USE OF THE WEBSITE AND SERVICES

8.1. Access to or use of the Website, or any of the Services via the Website, or any Access Device may not be legal for some or all residents or persons in certain countries. We do not intend that the Website should be used for betting, gaming or any other purposes by persons in countries in which such activities are illegal. The fact that the Website is accessible in any such country, or appears in the official language of any such country shall not be construed as a representation or warranty with in respect to the legality or otherwise of the access to and use of the Website, and the making of any deposits or receipt of any winnings.

The availability of the Website does not constitute an offer, solicitation or invitation by us for the use of or subscription to betting, gaming or other services in any jurisdiction in which such activities are prohibited by law.

8.2. It is Your responsibility to determine the law that applies in the location in which You are present. You should ensure that You will be acting legally in Your jurisdiction in opening Your Account and/or using the Website and You represent, warrant and agree that You will do so.

8.3. If it becomes apparent to us that You are a resident in a country in which the use of the Website is not legal, we shall be entitled immediately to close Your Account, in which case any balance on the Account on the date of such closure will be refunded to You as soon as it is practicable for us to do so.

8.4. Should you be able to access and use the Services from your location, you shall be responsible for reporting your winnings and losses to the tax and/or other authorities as per the existing regulations within your jurisdiction as well as bearing any other charges levied in your jurisdiction.

## IX. COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

9.1. The following practices (or any of them) in relation to the Services:

abuse of bonuses or other promotions; and/or using unfair external factors or influences (commonly known as cheating); and/or taking unfair advantage (as defined in paragraph 9.5.3); opening any Duplicate Accounts; and/or undertaking fraudulent practice or criminal activity (as defined in paragraph

9.5), constitute "Prohibited Practices" are not permitted and will constitute a material breach of the Terms & Conditions. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion.

9.2. If You suspect a person is engaged in any Prohibited Practice, You shall as soon as reasonably practicable report it to us by e-mail or contact our Customer Services.

9.3. You agree that You shall not participate in or be connected with any form of Prohibited Practice in connection with Your access to or use of the Services.

9.4. We have the right, in respect of Your Account (and/or any other account held by You with an Operator Group company) to permanently ban your account and/or withhold the whole or part of the balance and/or recover from the account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in this paragraph 9.4. if:

We have reasonable grounds to believe that You have participated in or have been connected with any form of Prohibited Practice (and the basis of our belief shall include the use by us (and by our gaming partners and our other suppliers) of any fraud, cheating and collusion detection which are used in the gambling and gaming industry at the relevant time); or You have placed bets and/or played online games with any other online provider of gambling services and are suspected (as a result of such play) of any Prohibited Practice or otherwise improper activity; or We become aware that You have "charged back" or denied any of the purchases or deposits that You made to Your Account; or You become bankrupt or suffer analogous proceedings anywhere in the world, (including in connection with any suspension and/or termination of Your Account) we shall have the right, in respect of Your Account (and/or any other account held by You with an Operator Group company). The rights set out in this paragraph 9.4 are without prejudice to any other rights (including any common law rights) that we may have against You, whether under the Terms & Conditions or otherwise.

9.5. For the purposes of this paragraph 9:

9.5.1. "fraudulent practice" means any fraudulent activity engaged in by You or by any person acting on Your behalf or in collusion with You, and shall include, without limitation:

(a) fraudulent charge-backs and rake-back activity; (b) the use by You or any other person who was participating in the same game as You at any time, of a stolen, cloned or otherwise unauthorized credit or debit card, as a source of funds; (c) the collusion by You with others in order to gain an unfair advantage (including through bonus schemes or similar incentives offered by us); (d) any attempt to register false or misleading account information; and (e) any actual or attempted act by You which is reasonably deemed by us to be illegal in any applicable jurisdiction, made in bad faith, or intended to defraud us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us any damage or harm; 9.5.2. "criminal activity" shall include, without limitation, money laundering and any offence under the Betting Lotteries and Gaming Act;

9.5.3. "unfair advantage" shall include, without limitation:

the exploitation of a fault, loophole or error in our or any third-party software used by You in connection with the Services (including in respect of any game); the use of Bots; the use of third-party software or analysis systems; or the exploitation by You, of an Error, in any case either to Your advantage and/or to the disadvantage of us or others. 9.6. In exercising any of our rights under paragraph 9.4 in relation to a Prohibited Practice, we shall use all reasonable endeavors to ensure that, while complying with our regulatory and other legal obligations, we exercise such rights in a manner which is fair to You and to our other customers.

9.7. We reserve the right to inform relevant authorities, other online gaming or gambling operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of Your identity and of any suspected Prohibited Practice by You, and You shall cooperate fully with us to investigate any such activity.

9.8. We reserve the right to put bet limitations on certain customers, events and or particular markets to limit our Liability. However, if the bet the customer requests exceeds the established wagering limits set by the Company, then the customer can request special approval and the Company can either accept, reduce the wagering of the concerned bet or change the odds. If the customer is satisfied, then the bets can be placed. The minimum number of selections that can be chosen concerning an event (Bets) allowed per combination and any other limiting are indicated on the Website Vitality Hardware B.V. .

9.9. You agree to not in any way treat the Company as a financial institution. This includes using the Company as an intermediary to transfer funds, unused or used, from one source to another one with or without ill intentions as well as using the Company as a currency exchange bureau. Should you conduct account activities for these purposes, the Company reserves the right to close your account and/or seize any available funds available in the account. Contractual obligations will be honored unless there is a breach of any of the terms and conditions. No credit will be offered by the Company or from any employee of the Company, and all bets must be supported by sufficient funds in the customer's account. The Company reserves the right to void any bet/wager which may have inadvertently been accepted when the account did not have sufficient funds to cover the bet/wager. Should funds be credited to a customer's account in error, it is the customer's responsibility to inform the Company without delay. The Company will recover such funds by account adjustment.

9.10 “Total bets” is defined as the sum of individual bets (lines, chips, hands, etc.) within a round, i.e., the total bet amount when clicking the “spin” or “play” or equivalent button.

9.11 Company reserves the right to withhold any withdrawal request, which includes to remove all bonuses or winnings in the case of Irregular Play in case of the followings:

Placing total bets equal to or greater than 30% of the value of the smallest deposit currently in play. Including purchasing in-game features including but not limited to free spins with a total bet amount of 30% or greater than the value of the deposit.

Placing wagers that are 30% or more than the value of the bonus (the smallest one among them) currently in play within the bonus wagering requirements are fulfilled.

Placing total bets equal to or greater than 30% of the value of the smallest Cashback Bonus currently in play.

Purchasing in-game features including but not limited to free spins with a total bet amount of 30% or greater than the value of the deposit or bonus (the smallest one among them) currently in play.

Switching the game category from Slots to Table or Other games while betting using the bonus amount before the bonus wagering requirements are filled.

Placing total bets equal to or greater than 30% of the sum of the comp points redeemed.

Bets equal to zero, hedge betting or low margin bets. They will all be considered as Irregular Play.

Using systems and strategies such as: Martingale, double-up, one number betting , e.t.c . Also abusing the in-game bonus features. Should you be found to be using any strategy, your winnings will be voided, and your account permanently closed.

Please note that all terms related to maximum bet or cut winnings is for all products.

9.12 Any player looking to defraud the casino will be passed on to the legal department to investigate and this matter will be taken seriously and the local authorities within your jurisdiction will be notified as well as other gambling databases used for cross reference to show if you have opened other gambling accounts elsewhere or tried to defraud other websites in the past.

## X. Restrictions

10.1 Company reserves the right not to accept bets from a customer without giving any reason and reserves the right to close or temporarily block the accounts of individual Users without prior notice.

10.2 The minimum and maximum size of bets for all sporting events is defined by the bookmaker's office and is a subject to changes without prior written notice.

10.3 Company does not recommend two or more Customers placing bets from one IP-address (from the same computer or the same local area network) in order to avoid suspicion of collusion (cheating). Company also has the right to block an account of such a User and ask to follow the KYC procedure.

10.4 Winnings are paid only within the maximum limits of the Company. If the Customer has made a bet and the winnings exceed the maximum, the Company will not pay any amount of money exceeding the maximum limit.

10.5 Company reserves the right to cancel repeated bets on the same event/market.

## **XI. CLOSURE OF YOUR ACCOUNT; TERMINATION OF THE TERMS & CONDITIONS**

11.1. Provided that Your Account does not show that a balance is due to us, You are entitled to close your Account and terminate the Terms & Conditions on not less than twenty four hours' notice to us at any time by contacting us through our Customer Services. We will respond to your request confirming closure of Your Account and the date on which such closure will be effective, within a reasonable time, provided that You continue to assume responsibility for all activity on Your Account until such closure has been carried out by us (at which point the Terms & Conditions shall terminate).

11.2. When You request closure of Your Account under paragraph 10.1, we will, subject to paragraph 10.3, return any outstanding balance in Your Account to You.

11.3. Upon any termination of Your Account under this paragraph 10, we shall be entitled (without limiting our rights under paragraph 10.7) to withhold, from any repayment of the outstanding balance on Your Account, any monies:

(a) pursuant to paragraph 9 (Collusion, Cheating, Fraud and Criminal Activity); (b) pursuant to paragraph 20 (Breach of the Terms & Conditions); (c) as otherwise provided by the Terms & Conditions (including, as appropriate, paragraph 5.4); or (d) as required by law or regulation. 11.4. If Your Account reflects a negative balance, such balance shall fall immediately due and payable to the Company, and your Account will not be closed until the relevant amount owed to the Company is paid in full.

11.5. When repaying the outstanding balance on Your Account, we shall use the same method of payment which You provided upon registration of Your Account, or such other payment method as we may reasonably select.

11.6. Where You have closed Your Account, we may in certain circumstances be able to re-open Your Account with the same account details as before if You request us to do so. In such circumstances, while Your Account will have the same account details as before, it will be subject to the Terms & Conditions which are in force at the date of any such re-opening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid. Closure and termination by us

11.7. We are, at any time (and notwithstanding any other provisions contained in the Terms & Conditions), entitled to close Your Account and terminate the Terms & Conditions on written notice (or attempted notice) to You using Your Contact Details. In the event of any such termination by us we shall, subject to paragraph 10.8, as soon as reasonably practicable following a request by You, refund the balance of Your Account.

11.8. Without limiting the preceding paragraph, the company shall be entitled to close or suspend your account if:

- you become bankrupt;
- you become unacceptable customer under Company's Customer Acceptance Policy;

- the Company considers that you have used the services/products/platforms in a fraudulent manner or for illegal and/or unlawful or improper purposes;
- the Company considers that you have used the services/products/platforms in an unfair manner or have deliberately cheated or taken unfair advantage of the Company or any of its customers;
- the Company is requested to do so by the police, any regulatory authority or court;
- or the Company considers that any of the events referred to above may have occurred or are likely to occur.

11.9. Where we close Your Account and terminate the Terms & Conditions pursuant to paragraph 9 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 20 (Breach of the Terms & Conditions), the balance of Your Account will be non-refundable and deemed to be forfeited by You to the extent of any claim that we may have against You as at the date of such closure (whether under Your Account, a Duplicate Account or otherwise). Closure of Your Account and Termination of the Terms & Conditions, other than pursuant to paragraphs 9 or 20 of these General Terms, will not affect any outstanding bets, provided that such outstanding bets are valid, and You are not in breach of the Terms & Conditions in any way. For the avoidance of doubt, we will not credit any bonuses into Your Account, nor will You be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms & Conditions, or in response to Your request).

11.10. The following paragraphs shall survive any termination of the Terms & Conditions: 19, 20, 18, 21, and 22, and any other paragraphs which are required for the purposes of interpretation; together with any relevant sections of the Betting Rules, relevant Game Rules, the Privacy Policy and the Additional Terms.

11.11. We shall be entitled to suspend Your Account in the circumstances expressly set out in the Terms & Conditions. Upon the suspension of Your Account:

- (a) no activity shall be permitted (including deposits, withdrawals, betting or gaming) until the date upon which it is re-activated by us;
- (b) no bonuses or contingent winnings will be credited to the Account; and
- (c) we shall address

the issue that has given rise to the Account suspension with a view to resolving it as soon as reasonably practicable so that the Account can, as appropriate, either be re-activated or closed.

## XII. PRIVACY

12.1. The aim of this policy is to tell you how we will use any personal data that you provide through this service/platform or Mobile service, Website and all other media/electronic platforms. Please read it carefully before you provide us with any personal data.

12.2. We may collect the following personal data from you in order that you may register and use this service/platform or Mobile service, Website and all other media/electronic platforms, and all other media/electronic platforms, and our Games, these including but not limited to: your name, date of birth, identification document and your contact details including the telephone number and your email address.

12.3. We use your personal information to invite you to join Vitality Hardware B.V. and play our games. Where you have asked to receive information from us we will use your personal information to send you football alerts. You can unsubscribe football alerts by sending us an email at \_\_\_\_\_.

12.4. The Company will not disclose your personal information to third parties, unless such disclosure:

is under our duty to comply with any legal obligation, or in order to enforce or, comply with our Terms and Conditions and other agreements; or to protect our rights or property. is required for marketing purposes where you have explicitly indicated upon your registration that you would like to receive information from our partner networks, advertisers and affiliates about their products and services.

12.5. We may also employ the services of an independent third party to help us provide our online services. In some cases, these third parties may receive your information. However, at all times, we will control and be responsible for the use of your information.

12.6. You are entitled to see the transactional information and bet history held about you upon authentication via customer service at \_\_\_\_\_

12.7. You are the only authorized person who may review, correct, update or change your personal information at any time.

12.8. We have implemented reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, the Internet is an open system and we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. Further, we cannot guarantee that any communication, messages or any attachment is virus free, does not contain malicious code or is incompatible with your electronic system and we do not accept liability in respect of viruses, malicious code or any related problems that you might experience.

12.9. If our privacy policy changes in any way, we will place an updated version on Vitality Hardware B.V. . Regularly reviewing this website ensures that you are always aware of what information we collect, how we use it and under what circumstances, if any, we will share it with other parties.

12.10. Circumstances as specified under relevant legislation governing the Company business activities may require us to forward your information to the relevant Authorities.

12.11. The company shall not be liable for any loss and damage that may occur as a result of access by third parties of any of personal information.

### XIII. USE OF THE SERVICE, WEBSITE AND ALL OTHER MEDIA/ ELECTRONIC PLATFORMS

13.1. Information accessed by you on the Access Device, Website and all other media/electronic platforms (including results, statistics, sporting data and fixture lists, odds and betting figures) is for your personal use only and 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. The information is not intended to amount to advice or recommendations and is provided for

information purposes only. It should not be relied upon when placing bets/wagers, which are made at your own risk and discretion.

13.2. You are solely responsible for the supply and maintenance of all of Your Access Devices and related equipment and telecommunications networks and internet access services that You need to use in order to access the Services. We will not be liable in any way whatsoever for any losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, the Operator does not make any representation or give any warranty as to the compatibility of the Services with any particular third-party software or hardware, including (for the avoidance of doubt) third party analysis or 'Bot' programmes which promise certain results from any of the Services.

13.3. Your Access Device and internet connection may affect the performance and/or operation of the Website, the Telebetting services and all other media/electronic platforms. The Company does not guarantee that the Website, the Telebetting services and all other media/electronic platforms, will operate without faults or errors or that the Company services will be provided without interruption. The Company does not accept any liability for any failures or issues that arise due to Your Access Device, internet connection or internet or telecommunication service provider (including, for example, if you are unable to place bets or wagers or to view or receive certain information in relation to particular events).

#### 13.4 FAIR USE

13.4.1. Website, Mobile and all other media/electronic platforms and the Company products may only be used for the purposes of placing bets and wagers on events and/or gaming products.

13.4.2. You must not use the Telebetting service, Website and all other media/electronic platforms for any purpose which (in the Company's opinion) is illegal, defamatory, abusive or obscene, sexist, racist, or which the Company considers discriminatory, fraudulent, dishonest or inappropriate. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, including other users, via the Website, or attempt to

pass Yourself off as being any other person, or behave in such a manner towards any Operator staff used to provide the Services, Customer Services, or any helpdesk or support function which we make available to You.

13.4.3. The Company will seek criminal and contractual sanctions against any customer involved in fraudulent, dishonest or criminal acts via or in connection with the Telebetting service, Website and all other media/ electronic platforms or the Company's products. The Company will withhold payment to any customer where any of these are suspected. The customer shall indemnify and will be liable to pay the Company, on demand, all Claims (as defined herein above) arising directly or indirectly from the customer's fraudulent, dishonest or criminal act.

## 13.5. SOFTWARE & TECHNOLOGY ISSUES

13.5.1. You are only permitted to use any and all software made available to you via the Telebetting service, Website, or other media/electronic platforms, for the purpose of using products on the Access Devices or all other media/electronic platforms, and save to the extent permitted by applicable law, for no other purposes whatsoever.

13.5.2. We hereby grant to you a personal, non-exclusive, non-transferable right to use the relevant software, for the sole purpose of using/playing products on the Access Devices and all other media/electronic platforms, in accordance with the following provisions:

13.5.2.1. You are not permitted to:

install or load the software onto a server or other network 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; sub-license, assign, rent, lease, loan, transfer or copy (except as expressly provided elsewhere in these terms and conditions) your license to use the software or make or distribute copies of the software; enter, access or attempt to enter or access or otherwise bypass the Company's security system or interfere in any way (including but not limited to, robots and similar devices) with the relevant products or the Mobile service, and all other media/electronic platforms any changes to the software and/or any features or components thereof; or copy or

translate any user documentation provided 'online' or in electronic format. translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modify the software; or 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. 13.5.2.2. You do not own the software. The software is owned and is the exclusive property of the Company or a third-party software provider company (the "Software Provider"). Any software and accompanying documentation which have been licensed to the Company 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.

13.5.2.3. The software is provided "as is" without any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. The Company hereby excludes all implied terms, conditions and warranties (including any of merchantability, satisfactory quality and fitness for any particular purpose). The Company does not warrant that:

the software will meet your requirements; the software will not infringe any third party's intellectual property rights; the operation of the software will be error free or uninterrupted; any defects in the software will be corrected; or the software or the servers are virus-free.

13.5.2.4. 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 the Company nor the Software Provider will have any liability to you or to any third party in respect of such errors. The Company reserves the right in the event of such errors to remove all relevant products from the Mobile service, Website and all other media/ electronic platforms, and take any other action to correct such errors.

13.5.2.5. You hereby acknowledge that how you use the software is outside of the Company's control. Accordingly, you load and use the software at your own risk. The Company will not have any liability to you or to any third party in respect of your receipt of and/or use of the software.

13.5.2.6. The software may include confidential information which is secret and valuable to the Software Provider and/or the Company. You are not entitled to use or disclose that confidential information other than strictly in accordance with these Terms and Conditions.

13.5.3. In order to use the products offered through the Services, You may be required to download and install software supplied by third parties on to Your Access Device. Software may include, but is not limited to: Access Device applications, and any promotional, marketing and/or facility applications, products and software. In such circumstances, You may be required to enter into a separate agreement with the owner or licensor of such software in respect of Your use of the same (a "Third Party Software Agreement"). In case of any inconsistency between the Terms & Conditions and any Third-Party Software Agreement, the Terms & Conditions will prevail in so far as the inconsistency relates to the relationship between You and the Operator.

13.5.4. It is Your responsibility to ensure that any software is downloaded onto Your Access Device in a manner compatible with Your own Access Device's specific set-up. For the avoidance of doubt, we shall not be liable to the extent that the incorrect downloading of any Software has an adverse effect on the operation of Your Access Device.

13.5.5. Notwithstanding that the Services provided via any Access Device application shall be subject to the Terms & Conditions, the terms under which any application ("App") is downloaded or installed onto Your Access Device shall be governed by the agreement entered into between You and the supplier of the relevant App but, in case of any inconsistency between the Terms & Conditions and any such agreement, the Terms & Conditions will prevail in so far as the inconsistency relates to the relationship between You and the Operator.

13.5.6. While the Company endeavors to ensure that the Telebetting service, Website and all other media/electronic platforms, are available 24 hours a day, the Company shall not be liable if for any reason the Telebetting service, Website and all other media/electronic platforms are 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 content or services or products available through it, including your access to it.

13.5.7. You must not misuse the Website and all other media/ electronic platforms by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, you must not access without authority, interfere with, damage or disrupt the Telebetting service, Website and all other media/electronic platforms, or any part of it; any equipment or network on which the data is stored; any software used in connection with the provision of the Telebetting service, Website and all other media/electronic platforms; or any equipment, software, owned or used by a third party. You must not attack our Telebetting service, Website and all other media/electronic platforms, via a denial-of-service attack. 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 software or to your downloading of any material posted on it, or on any Mobile service, Website and all other media/electronic platforms, linked to it.

13.6. You shall be solely liable in respect of any content uploaded by You onto the Website ("Uploaded Content") and, in uploading any such content, You represent and warrant that:

You have obtained all necessary approvals, consents, licenses and permissions required in respect of the Uploaded Content and that the reproduction of the Uploaded Content on the Website will not infringe the copyright, trademark, confidential information or any other intellectual property rights whatsoever of any third party; the Uploaded Content will not contain any material in breach of paragraph 11.4 or any code in breach of paragraph 11.1; the Uploaded Content will comply with all laws and regulations (including, in particular, those relating to data protection and privacy); and the Operator is entitled to use and sub-license the use of the Uploaded Content at its sole discretion. 13.7. Any material (other than Software under paragraph 16) downloaded by You from the Website shall be downloaded entirely at Your own risk and the Operator shall not be liable in respect of any loss of data or other damage caused by any such download.

13.8. Where we have reason to believe that Your use of the Services is in breach of any provision of this paragraph 11, we shall, without prejudice to any of our

other rights, be entitled forthwith to remove from the Website any offending content.

#### XIV. THIRD PARTY CONTENT

14.1. The Company receives feeds, commentaries and content from a number of suppliers. Certain third-party product providers may require you to agree to additional terms and conditions governing the use of their feeds, commentaries and content. If you do not accept the relevant third-party terms and conditions, do not use the relevant feeds, commentaries or content.

14.2. The Company does not accept any liability in respect of any third-party feeds, commentaries and content.

14.3. The Company does not allow any employee, or anyone else in any way connected to such employee or anyone otherwise connected to a third-party service provider (to be determined in the Company's absolute discretion) to bet/wager on any market or event where the third party service provider is providing a service to the Company. The Company will void any bet/wager where it determines in its absolute discretion that such betting/wagering has taken place.

14.4. Where the Website and all other media/electronic platforms, contains links to third party resources, these links are provided for your information only. The Company has no control over the content of these sites or resources and accepts 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 does not constitute an endorsement of that third party's product or services (if applicable).

#### XV. BETTING AND GAMING TERMS

Expressions used in the betting and gaming industry are numerous. Where appropriate, a glossary explaining the meaning of commonly used betting and gaming expressions is available on the Website. Should You be in any doubt as to the meaning of any expression, You should not place any bet or game on any event until its meaning is understood to Your satisfaction, because we cannot accept any responsibility if You place a bet or game via the products offered via

the Services in circumstances where You do not understand any of the terms involved in or relating to the bet or game.

## XVI. ALTERATION OF THE WEBSITE

We may, in our absolute discretion, alter or amend any product or service (including any prices offered) available through the Website at any time for the purpose of ensuring the ongoing provision of the Website, but without prejudice to any games and/or bets already in progress at the time of such amendment. From time to time, we may restrict You from accessing some parts of the Website for the purpose of maintenance of the Website and/or alteration or amendment of any of the games and/or products available through the Website.

## XVII. IT FAILURE

Where problems occur in the software or hardware used by us to provide the Services, we will take all reasonable steps to remedy the problem as soon as reasonably practicable. Where such problems cause a game to be interrupted in circumstances where it cannot be restarted from exactly the same position without any detriment to You or other players, we will take all reasonable steps to treat You in a fair manner (which may include reinstating the balance on Your Account to the position existing following completion of the last bet or game logged on the Operator's server immediately prior to the occurrence of the problem).

## XVIII. OTHER

18.1. The Company may actively monitor traffic to and from the Access Devices, Website and all other media/electronic platforms. The Company reserves the right in its sole discretion to block access where evidence indicative of automated or robotic activity is found.

18.2. The Company reserves the right to restrict access to all or certain parts of the Telebetting service, Website and all other media/electronic platforms in respect of certain jurisdictions.

18.3. The Company may alter or amend the products offered via the Telebetting service, Website and all other media/electronic platforms at any time and for any reason.

18.4. From time to time, all or part of the Telebetting service, Website and all other media/electronic platforms may be unavailable for offering their respective services. Should that happen (unavailability) the Company shall not be liable for any loss or damage that the customer may suffer.

## XIX. OUR INTELLECTUAL PROPERTY RIGHTS

19.1. The contents of the Website and all other media/ electronic platforms, and all other media/electronic platforms owned by the company are protected by international copyright laws and other intellectual property laws. The owner of these rights is the Company, its affiliates or other third-party licensors.

19.2. All product and company names and logos mentioned on the Website and all other media/electronic platforms are the trademarks, service marks or trading names of their respective owners, including the Company.

19.3. Except to the extent required to use a product for the purpose of placing bets or wagers, 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.

19.4. If you make use of a feature that allows you to upload material, information, comments, postings or other content to the Mobile service, Website and all other media/electronic platforms ("User Content"), then the User Content will be considered to be non-confidential and non-proprietary and the Company has the right to use, copy, distribute and disclose to third parties any User Content for any purpose. The Company also has the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to the Mobile service, Website and all other media/electronic platforms, constitutes a violation of their intellectual property rights or of their right to privacy. The Company has the right to remove, amend or edit any User

Content you make on the Mobile service, Website and all other media/electronic platforms.

19.5. Any commercial use or exploitation of the Website or its content is strictly prohibited. These Terms and Conditions, the Privacy Policy, the Rules and any document expressly referred to in them and any guidelines or rules posted on the Website constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to their subject matter. You acknowledge and agree that in entering into and agreeing to these Terms and Conditions, the Privacy Policy, the Rules and any document expressly referred to in them and any guidelines or rules posted on the Mobile service, Website and all other media/electronic platforms, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or Inadvertently made) of any person (whether party to this agreement or not) other than as expressly set out therein. Nothing in this clause shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

## XX. EXCLUSION OF LIABILITY

20.1. Your access to and use of the Services is at Your sole option, discretion and risk. We shall not be liable for any attempts by You to use the Services by methods, means or ways not intended by us.

20.2. We will provide the Services with reasonable skill and care and substantially as described in the Terms & Conditions. We do not make any other promises or warranties regarding the Services, or any products or services forming a part of the Services, and hereby exclude (to the extent permitted by law) all implied warranties in respect of the same (including implied warranties as to satisfactory quality and/or fitness for Your purpose). In particular, we do not warrant that the Website will have uninterrupted availability or that it will be free of bugs, viruses or other errors.

20.3. Save as provided in our betting rules and subject to paragraph 19.5, our maximum liability (including that of our group companies, affiliates, officers, directors, agents and employees) arising out of your use of the services (or any part of the services and whether utilizing the website or Telebetting), whether

such liability arises under breach of contract, tort (including negligence), or otherwise, will be limited to:

20.3.1. Where our liability relates to a bet or stake, the amount of the bet or stake placed by you in respect of which our liability has arisen;

20.3.2. Where our liability relates to the misapplication of funds, the amount of money in your account that has been misplaced by us; and

20.3.3. In respect to any liability of the operator

20.4. We (including our group companies, affiliates, officers, directors, agents and employees) shall not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, in respect of any:

Loss of data; Loss of profits; Loss of revenue; Loss of business opportunity; Loss of or damage to goodwill or reputation; Business interruption; or Any indirect, special or consequential loss or damage, even where such loss or damage has been notified to us as being possible, arising out of the Terms & Conditions or any use whatsoever by you of the services.

20.5. Under no circumstance nothing in the Terms & Conditions will operate as to include any liability which we may have in respect of:

Fraud (including fraudulent misrepresentation); or Death or personal injury arising out of the Terms & Conditions or any use of our services.

## XXI. BREACH OF THE TERMS AND CONDITIONS

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

21.1.1. The access to and use of the Services by You or by anyone else using Your username and password; and/or

21.1.2. Any breach by You of any of the terms and provisions of the Terms & Conditions.

21.2. Where You are in breach of the Terms & Conditions, we may at our sole discretion, prior to any suspension or termination of Your Account, notify You (using Your Contact Details) that You are in breach, requiring You to stop the relevant act or failure to act, and/or requiring You to put right an act or fault on Your part and warning You of our intended action if You do not do so, provided always that such notification shall not be a pre-condition to any suspension or termination of Your Account.

21.3. We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of the Terms & Conditions.

21.4. In addition to any other remedy available, if You breach any of the Terms & Conditions, we shall be entitled to recover from Your Account any positive balance to the extent of any amount reasonably claimed against You pursuant to paragraph 20.1.

## XXII. COMPLAINTS

22.1. You acknowledge that our random number generator will determine the outcome of the games played through the Services and You accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the result that appears on Your screen and the game server used by the Operator, the result that appears on the game server will prevail, and You acknowledge and agree that our records will be the final authority in determining the terms and circumstances of Your participation in the relevant online gaming activity and the results of this participation.

22.2. No claims or disputes will be accepted regarding to:

22.2.1. the acceptance or settlement of a bet which You have made using the Services after thirty days of the date of the original transaction;

22.2.2. a game which You have played using the Services after twelve weeks of the date on which the relevant transaction or game play took place.

22.3. Should You wish to make a complaint regarding the Services, as a first step You should, as soon as reasonably practicable, contact Customer Services about Your complaint, which will be escalated as necessary to the relevant Department until resolved.

22.4. If there is a dispute arising from the Terms & Conditions which cannot be resolved by Customer Services and having been escalated, You can request the matter be addressed by a manager or supervisor. Where we will endeavor to resolve the matter to the best of our ability for Your satisfaction according to our Terms and Conditions.

22.5. The Company will always apply best efforts to resolve a reported matter promptly.

22.6. If You are not satisfied with the resolution of the complaint by the Company, You agree that the matter may be referred for adjudication by the Betting Board. The Betting Board's decision will be final so long as the full facts are presented by all parties concerned.

22.7. In all other instances, or where you do not wish to contact the Betting Board, where a dispute arises, parties shall refer the matter for arbitration by a single arbitrator agreed by the parties where the chosen venue, with the arbitration being conducted in English.

## XXIII. MISCELLANEOUS

23.1. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms & Conditions or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any instance at any time or times subsequently.

23.2. The rights and remedies provided by these Terms and Conditions are cumulative and (unless otherwise provided in these Terms & Conditions) do not exclude any other rights or remedies available in law.

23.3. If any provision of these Terms & Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms & Conditions, which shall remain in full force and effect.

23.4. You shall confirm/accept and where necessary execute or cause to execute all documents and do all further acts and things consistent with the terms of these Terms & Conditions that the Company may from time to time reasonably require in order to vest in and secure the Company's full rights and benefits to be transferred or granted to the Company under these Terms and Conditions and for the protection and enforcement of the same and otherwise to give full effect to the terms of these Terms & Conditions.

23.5. Nothing in these Terms and Conditions shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and no party shall have authority to bind any other in any way unless expressly provided otherwise in these Terms and Conditions.

23.6. The Company shall not be in breach of these Terms & Conditions 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 its 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 by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

23.7. The Company may assign, transfer, charge, sub-license or deal in any other manner with these Terms and Conditions, or sub-contract any of its rights and obligations under these Terms and Conditions, to any party including any company within the Company group. You may not assign, sublicense or

otherwise transfer in any manner whatsoever any of Your rights or obligations under the Terms & Conditions.

23.8. When we wish to contact You, we may do so using any of Your Contact Details. You may contact us through any of the contact details provided on the Website. Notices will be deemed to have been properly served and received by You immediately after an email is sent or after we have communicated with You directly by telephone (including where we leave You a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

23.9. The right to access and/or use Vitality Hardware B.V. (including any or all of the products offered via the Website) may be illegal in certain countries . You are responsible for determining whether your accessing and/or use of Vitality Hardware B.V. is compliant with applicable laws in your jurisdiction .

Citizens residing or have a citizenship from Aruba, Bonaire, Curacao, Saba, Statia, St. Maarten, Iran, North Korea, The Netherlands, the United States are forbidden to use or access Vitality Hardware B.V. .

The Company reserves the right to change the list of jurisdictions above without prior notice. You agree that you will not open an account or attempt to use your account if you are in one of the above-mentioned jurisdictions or are a citizen of one of these countries. Otherwise, we will be forced to block your account. The Company has the right to unilaterally decide on the payment of deposits, as well as balances or other funds from blocked accounts.

23.10. The Terms & Conditions and any document expressly referred to in them and any guidelines or rules posted on the Website form an integral part of these Terms and Conditions and shall have effect as set out in the full body of these Terms and Conditions.

23.11 It is the players responsibility to protect their log in details or their personal data/information. This means that it is your responsibility to make sure no minors within your household or network play using your details. Once you

have passed verification and deposited all deposits will be classed as made by the player whose details we have on account and no refunds will be made.

23.12 Self exclude or Timeout - We will only reply to emails sent to \_\_\_\_\_ for this action and clearly mark in the subject line 'Account Closure. Any emails not stating your reason for closing eg; gambling problem will not be actioned as an urgent request. We take these requests seriously but due to the high levels of emails it may take us some time to reply. Any deposits made before the account is closed will be accepted and are non refundable.

## XXIV. REFUND POLICY

24.1. No refund is possible once customer already played (including any bonus) the alleged deposit using Company's services.

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

24.3. The Company reserves the right to withhold any refund or reverse transaction until the identity of the Player Account User is adequately established to our satisfaction, in order to ensure that any payment made to Us will be honored after a refund has been made. You agree to provide, in case We demand, any identification document in order to fully pass our KYC procedure. Failure to provide adequate identification documents within five (5) days of our request, then such refund or reverse transaction shall not be effected, Your Player Account shall be closed and We will forfeit all funds in Your Player Account; such decision shall be final, binding and not subject to appeal.

24.4. If any credit card deposits are considered to carry an unacceptable risk for security or legal reasons either by our credit card processors or by our Casino managers, the Casino will initiate refunds for all such transactions back to the credit card, and notify all the appropriate authorities and parties.

24.5. If, for any reason, you are not satisfied with our Services and request to issue a refund for the balance currently held in your account, then, prior to

calculating the amount to be refunded, you're obliged to fulfill Term 7.14; also, all bonuses and any generated winnings will be deducted.

## XXV. APPLICABLE LAW AND JURISDICTION

These Terms are subject to and construed in accordance with the laws of the Netherlands Antilles and you unconditionally submit to the exclusive (sole) right of the courts of jurisdiction of the Netherlands Antilles to resolve any disputes (including compensation claims and counterclaims) that may arise in connection with the creation, lawfulness, effect, interpretation or action, or legal relations established by the Terms or in any way arising from the Terms.