Website Terms and Conditions

Effective from: October 2023

Last updated: September 2, 2024

Version: 1.05

1. GENERAL

By using, visiting and/or accessing the Website and/or registering a Player Account, the Player agrees to be bound by the Terms and is deemed to have accepted and understood all the Terms.

2. CHANGES TO TERMS

The Company reserves the right to unilaterally change the Terms when such need occurs. The Company will do its best to notify Players of any significant changes by email. However, the Company does recommend all Players to revisit this page regularly and check for possible changes. If the Player continues to use the Website after such changes come into effect the Player is deemed to have accepted such changes to the Terms.

3. ACCOUNT

3.1. By registering a Player Account, the Player declares that he/she is over 18 years of age or of a higher minimum legal age as stipulated in the jurisdiction of the Player's residence under the laws applicable to the Player. It is the Player's sole responsibility to know whether the Services are legal in the country of the Player's residence. Persons who are under the age of 18 years are not allowed to use the Website and/or any Services available on it.

- 3.2. By opening a Player Account and/or by using the Website, the Player acknowledges, agrees, and confirms the following:
 - a) The Player is at least 18 years of age and above the legal age for gambling in the Player's jurisdiction of residence.
 - b) The Player is legally capable of entering into binding contracts.
 - c) The Player has supplied correct and materially complete information when registering with the Website, will ensure that such information is kept updated throughout his/her use of the Website, and acknowledges that failure to do so willfully may lead to the Company forfeiting all the Player's winnings.
 - d) The Player resides at the address the Player provides to the Company.
 - e) The Player does not reside in a Restricted Jurisdiction.
 - f) The Player resides in a territory that permits gambling, acknowledging that it is the Player's sole responsibility to inform himself about the rules in his/her country of residence that may prohibit the Player from registering and/or wagering on the Website.
 - g) The Player has not excluded himself/herself from gambling on this Website or any other website operated by the Company.
 - h) The Player has a valid bank account or credit or debit card or alternative payment method.
 - i) The Player is the legitimate owner of the money the Player deposits and any money that the Player deposits into his/her Player Account is not tainted with any illegality and does not originate from any illegal activity or source.
 - j) The Player has no existing Player Account registered on the Website.
 - k) The Player makes use of the Services strictly in his/her personal non- professional capacity, on his/her own behalf and expressly not on the behalf of any other person or company.
 - 1) The Player will not sell, transfer and/or acquire Player Accounts to/from other Players.
 - m) The Player participates on the Website for fun and not for financial dependency (or similar) reasons.
 - n) The Player will comply with the Terms at all times in relation to his/her use of the Website.
 - o) The Player will use the Website and the Player Account solely for the purpose of his/her genuine participation in the Games.

p) The Player acknowledges that there is a risk of losing money when gambling through the Website and is fully responsible for any such loss.
Upon the suspicion of any use of the Website in breach of this article, the Company reserves the right to change or terminate any bonus offer, cancel any winnings and close the Player Accounts involved.

- 3.3. By opening a Player Account, the Player consents to the Company contacting the Player through any and all means of communication (whether in written or verbal form and including, but not limited to email, telephone and SMS) in respect to matters relating to his/her Player Account.
- 3.4. In the event of any of the warranties outlined in 3.2 being false, the Player's stake will be forfeited, and the Company shall not be obliged to pay any winnings and/or deposits. The Company may also report the matter to the police, parents (in relation to underage gambling) and the appropriate regulatory authority.
- 3.5. The Company may decline acceptance of an account application at any time and for any reason.
- 3.6. From time to time the Company offers promotions for new Player Accounts. Registered Players are not eligible to register a new Player Account. Registration of a new Player Account by a registered Player is prohibited and considered as an example of Multi-accounting.
- 3.7. Employees of the Company, its licensees, distributors, wholesalers, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of the immediate families of each are not eligible to participate in the Games.

4. RESTRICTED JURISDICTIONS

4.1. Residents of Restricted Jurisdictions are not allowed to register on the Website and use the Services.

- 4.2. The Company reserves the right to refuse customers from any other jurisdictions over and above the Restricted Jurisdictions at its own discretion.
- 4.3. The Company reserves the right to amend the Restricted Jurisdictions List and the Restricted Jackpot Jurisdictions List from time to time and at the Company's sole discretion. The Player shall be informed by email about such amendment.
- 4.4. The Player Account of any Player who opens the Website while residing in a Restricted Jurisdiction may be closed by the Company immediately upon detection thereof. Any winnings and bonuses obtained by the Player from the time the Player opened the Website while residing in a Restricted Jurisdiction will be confiscated, and the remaining balance on the Player's Account shall be returned subject to the deduction of any payment processing charges. Any winnings or bonuses which the Player has gained or accrued after the Player opened the Website while residing in the Restricted Jurisdiction will be forfeited by the Player and may be reclaimed by the Company. The Player will return to the Company on demand any such funds which have been withdrawn.
- 4.5. Maximum of two weeks prior to the placement of a jurisdiction on the Restricted Jurisdictions List, such placement will be announced on the Website. Any Player who resides in such jurisdiction or has his registered address in such jurisdiction will be informed (by email) by the Company of the Company's intention to place said jurisdiction on the Restricted Jurisdictions List, the date of such placement, as well as the intended closure of such Player Account upon the placement. The Player is granted the opportunity to withdraw remaining funds on his/her Player Account until the closure of the Player Account. In case there are any funds remaining on the Player Account at moment of closure of the Player Account, the Player may request the Customer Support Team to assist with the transfer of such funds to the Player in accordance with article 9.
- 4.6. It is the Player's sole responsibility to inform themselves about the rules in their country that may prohibit them from registering and/or wagering on the Website.
- 4.7. The availability of the Website in a certain jurisdiction does not constitute an offer, solicitation, or invitation by the Company for the use of betting, gaming or other services in any jurisdictions in which such activities are prohibited by law. Under no circumstances will the Company be liable for any breach of state or country law that may occur as a result of the Player's usage of the Website.

5. IDENTIFICATION

5.1. By opening a Player Account, the Player agrees that as part of the KYC in the account opening process, Identification shall take place. Identification is the first step in the KYC process. The prospective Account Holder may be requested to provide the following details:
a) name and surname;

- b) permanent residential address;
- c) date of birth;
- d) place of birth;
- e) nationality; and
- f) identity number.
- 5.2. The Company reserves the right to close, suspend or terminate a Player Account at its sole discretion if there is any issue with the Identification.

6. VERIFICATION CHECKS

- 6.1. The Player furthermore agrees that the Company may perform Verification Checks as described in further detail in this article. The Company reserves the right to close, suspend or terminate a Player Account at its sole discretion if there is any issue with the Verification Checks.
- 6.2. The Player may be asked to verify his/her email via an activation link or other proof that the email account belongs to the Player. If this step is not completed, the Player Account may be suspended, and any winnings voided until the Player Account details have been verified.
- 6.3. Electronic age verification checks are carried out and the Company may make use of third-party agencies to confirm the Player's age. The Company may require and request further information directly from the Player. If, upon completion of Verification Checks (or subsequently) the Player is ultimately proven to be underage: (i) his/her Player Account will be closed; (ii) any winnings obtained while using the Website will be retained by the Company; and (iii) all funds deposited by the Player will be returned by a method determined by the Company. Any monies already withdrawn will be deducted from the amount returned.

- 6.4. The Company may make use of third-party agencies to confirm the Player's age, identity, address, payment details and methods or any other information that the Player provides to the Company. This process will involve checking the disclosed details against certain (public or private) databases. By entering this process, the Player agrees that the Company may use, record, and disclose such personal information and this data may be recorded by the Company or them. The third parties that the Company uses are fully aware of its obligations applicable data privacy legislation and will always act in accordance with its provisions and the Company's instructions.
- 6.5. As part of the Verification Checks, there may be requests for supporting ID or other documentation or information which the Player will be advised of at the time. The Company may suspend the Player Account and/or prevent the Player from placing any further bets until the Player has satisfactorily completed these Verification Checks.
- 6.6. The Company may decide to carry out further Verification Checks (including requesting extra documents or information) to confirm, without limitation, the Player's identity, age and address or payment method details at any time. This is to satisfy the Company's license obligations, routine security checks and to safeguard the integrity of the relevant Player Account.
- 6.7. If, upon completion of Verification Checks, the Company is unable to verify the Player's details or the Player is unable and/or unwilling to provide proof of his/her residential address, or other information required to complete verification, the Company will within a reasonable time (i) close the Player Account; and (ii) return any residual balance, up to the value of the Player's initial deposits, at the time of the unsuccessful verification. Any winnings after the unsuccessful verification will not be credited.
- 6.8. In addition to the above and as part of the Company's compliance with AML regulations, the Company may at any time (including, but not limited to, certain stages of the Player Account registration) ask the Player to not only verify the Player's identity and address but also request proof of ownership for any payment methods used to deposit or withdraw funds. In addition, the Company at any moment may request proof of the Player's source of funds and/or source of wealth.

7. USE OF THE WEBSITE

- 7.1. Access to the Website is permitted on a temporary "as is" basis, and the Company reserves the right to withdraw, suspend or amend any aspect or feature of the Website without any notice. If the need arises, the Company may suspend access the Website or to parts thereof for maintenance purposes. The Company will not be liable if, for any reason, the Website is unavailable at any time or for any period.
- 7.2. The Company may, in its absolute discretion, change, amend, withdraw, add the Website Material (including Games, betting products or elements of the betting product) of the Website at any time without notice (provided such changes do not affect games and/or bets already in progress). The Company shall not be liable to the Player for any loss suffered because of any changes made or for any modification or suspension of or discontinuance of the Software or Service and the Player shall have no claims against the Company in such regard.
- 7.3. The Player shall use the Website for the Player's own personal, domestic and noncommercial use only and shall not be allowed to provide access or reproduce the Website or any part of it in any form whatsoever without the Company's express consent, including creating links to it.
- 7.4. The Player shall not use the Website for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offence.
- 7.5. The Player must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The Player must not attempt to gain unauthorized access to the Website. The Company cannot guarantee that the Website will be compatible with any hardware or software that may be used by Players.
- 7.6. The Player is solely responsible for making all arrangements necessary for the Player to have access to the Website. The Company will not be liable for any losses caused to the Player by the internet or any telecommunications service provider which the Player have engaged in order to access the Website.
- 7.7. If the Player wants to report an error or have any questions, the Player should contact the Customer Support Team. Please note that any calls to the Customer Support Team may be monitored and/or recorded (of which the Player will be notified at the beginning of the call if it is being recorded or monitored) for training and quality management purposes and to assist the Company in quick and effective resolution of queries.

8. MAINTAINING THE PLAYER'S ACCOUNT

- 8.1. Opening of more than one Player Account by a Player or by multiple Players in a Shared Environment is considered Multi-accounting and is strictly prohibited. When there are more than one Player Accounts registered per IP address or Shared Environment, all Player Accounts opened after the first Player Account registered on the IP address shall be considered to be in breach of the prohibition on Multi-accounting. The prohibition on Multi-accounting has several reasons, such as prevention of collusion, affiliate fraud and AML: Multi-accounting can be used for chip dumping, where a Player uses one of their Player Accounts to deliberately lose its chips to another Player Account, in order to launder money.
- 8.2. In case of detection of Multi-accounting, the Company has the right to close the Player Account(s) and cancel the bonuses offered and/or winnings, if any. Once completed, any remaining funds may be returned to the Player(s) subject to the deduction of any payment processing charges and administrative charges.
- 8.3. When opening a Player Account, the Player is requested to choose his/her own username and password. The Player should ensure that these details are kept safe and private, as the Player is responsible for all bets placed on his/her Player Account, where the correct security information has been provided. If the Player loses, or forgets, his/her username and/or password, or if the Player believes that a third party is aware of them, the Player should contact the Company immediately so that new security details can be allocated to the Player. These new details will be emailed to the Player.
- 8.4. If another person accesses a Player Account, the Player is solely responsible for all their actions whether or not their access was authorized by the Player as it is the Player's sole obligation to store the log-in details of his/her Player Account in a safe and private manner. The Player hereby indemnifies the Company and holds the Company harmless against all costs, claims, expenses and damages arising in connection with the use of or access to the Player Account by any third party.

9. ACCOUNT FUNDS, DEPOSITS AND WITHDRAWALS

9.1. The Company holds Players funds for all Players (irrespective of location) separate from the Company's funds in a separate bank account which is used for Player funds only.

9.2. The Player declares with each deposit that the to be deposited funds rightfully belong to the Player and that these funds have not been obtained or are derived from any illegal means. The Company retains the right to request additional source of funds based on a case-by-case basis.
9.3. The maximum amount the Player is allowed to deposit per day/ 24 hours is EUR 20,000 (or the equivalent in the Player Account currency). Any deposits above said maximum amount may be cancelled and returned by the Company.
9.4. The Company has the right to request the Player to provide to the Company source of funds of its deposits at any time.
9.5. Deposits to the Player Account are made by transfer of money to the Player Account by way of the payment methods stated on the 'Deposit' page upon login to the Player Account.
9.6. The Company reserves the right to change the forms of payment that it may accept from time to time.
9.7. The Player may only use payment methods registered in the Player's own name to make deposits and withdrawals.
9.8. The Company reserves the right to accept certain methods of payment only subject to the fulfilment of certain conditions.
9.9. The Company does not warrant that all methods of payment are always available.
9.10. The Company does not accept cash funds sent to the Company.
9.11. The transfer of funds between Player Accounts on the Website is prohibited.

- 9.12. By depositing money, the Player agrees not to make any chargebacks, reversals or otherwise cancel any deposits into his/her Player Account and agrees to refund and compensate the Company for unpaid deposits.
- 9.13. The Company accepts no responsibility for any currency exchange conversions, charges or fees levied by the Player's card issuer, bank or financial institution.
- 9.14. As the Company's products are consumed instantly when playing or betting, the Company cannot provide returns of goods, refunds or cancellation of the Player's Service when playing or betting. If the Player plays a Game or uses a Service with money, the money can be drawn from his/her Player Account instantly.
- 9.15. A Player Account should not be used as a banking facility/account. Player Accounts are not insured, guaranteed, sponsored or otherwise by any banking insurance system nor shall they earn any interest. Deposits should only be made with a view to using funds to place bets. Should the Player make deposits and withdrawals without wagering, the Company reserves the right to block the funds on the Player Account until further notice.
- 9.16. The Player's credit card, debit card or e-wallet will be billed immediately after purchase. For queries regarding billing descriptors on the Player's statements, the Player may contact the Customer Support Team. The Company bears no responsibility for the billing descriptors used by the payment service provider used by the Player.
- 9.17. No withdrawal will be processed, and funds cannot be withdrawn from a Player Account until: (i) Identification and Verification Checks have been satisfactorily completed; (ii) payments have been confirmed; and (iii) the Player has complied with any other withdrawal conditions, specific rules and promotional terms relating to the Player's use of the Website and/or affecting his/her Player Account (for example, any applicable bonus terms), and (iv) the full amount deposited by the Player has been wagered. Please note that Verification Checks include checks on the Player's identity, age, place of residence and proof of ownership for any payment methods used (including the source of the Player's funds or wealth) as further set out in article 6. The Company may withhold any withdrawal in instances where the Player have not complied with any of the conditions in this article.
- 9.18. Should the Player wish to withdraw some or all of the balance on his/her Player Account, the Player may select how much the Player wish to have paid back, which amount however may not exceed maximum the withdrawal amount as defined in article 9.23, nor the maximum amount set by the payment method chosen by the Player when placing a deposit.

- 9.19. All withdrawals must be done through the same payment method and payment details, chosen by the Player when placing a deposit, unless the Company is unable to do so or decides otherwise. The withdrawal methods will become available once a successful deposit is made with such method.
- 9.20. Where the Player's withdrawal method is no longer valid or available (for example, it has expired) the Player's withdrawal will not be processed, and the Player will be asked for details of an alternative payment method. The Company may request further information or documentation from the Player in this instance.
- 9.21. Once a withdrawal is requested, it will remain pending for between 1-2 days. Once approved it will be processed immediately but may take up to 5 working days to reach the Player's account this period will vary depending on the withdrawal method selected.
- 9.22. The minimum withdrawal is EUR 10. To make a withdrawal, the Player must have wagered at least once, in full, the deposited amount.
- 9.23. Unless otherwise agreed in writing, the maximum amount the Player may withdraw in any week is EUR 20,000 weekly. Players who have obtained the VIP status may be eligible for a withdrawal limit increase and may request such increase by contacting the VIP Manager. In case the Company agrees to a withdrawal limit increase, this shall be confirmed in an e-mail from the VIP Manager to the Player.
- 9.24. All withdrawals must be done through the same payment method and payment details, chosen by the Player when placing a deposit, unless the Company is unable to do so or decides otherwise. This is at the Company's discretion. If the Player has deposited using several payment methods, the Company reserves the right to split the Player's withdrawal across such payment methods and process each part through the respective payment method at the Company's discretion and in accordance with AML policies and regulations.
- 9.25. The Player agrees that all deposits/withdrawals made to/from the Player's Account, are transferred to/from bank account/s, debit/credit card/s, wallet or any other payment options available in the Player's country, which belong solely to the Player and are in the Player's name. It is prohibited to make any withdrawal from a Player Account, bank account/s, debit/credit card/s, wallet or any other payment options which do not belong (solely) to the Player. This is to prevent that the Company transfers funds to persons who have not been duly identified by the Company, in accordance with AML policies and regulations.

- 9.26. The Player may only withdraw the maximum amount of EUR 5000(or the equivalent in the Player Account currency) in any twenty-four-hour period unless a larger amount has been agreed upon between the Player and the Company. The Company may reject a withdrawal request if the suspicion arises that funds are being withdrawn for any fraudulent or money laundering reasons, pending the investigation thereto. Notwithstanding the maximum withdrawal amount as defined in this article, the maximum withdrawal amount is limited by the limitations set by the payment method chosen by the Player when placing a deposit.
- 9.27. Funds may be deducted from withdrawals in compliance with and as required by any applicable regulation or law.
- 9.28. If the Company mistakenly credits a Player Account with winnings that do not belong to the relevant Player, whether due to a technical error, error in the pay-tables, or human error or otherwise, the amount will remain property of the Company and the amount will be deducted from the Player Account. If the Player has used any such amount to place wagers, the Company may cancel these wagers and void any winnings. If the Player has withdrawn funds that do not belong to the Player prior to the Company becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by the Player to the Company and the Company may take steps to recover such amount. In the event of an incorrect crediting, the Player is obliged to notify the Company immediately by email.
- 9.29. All transactions shall be checked to prevent money laundering. The Company shall report any suspicious transactions to the relevant competent authorities in Curaçao and/or the country the Player is based in. If the Player become aware of any suspicious activity relating to any of the Games or anything relating to the Website, the Player must report this to the Company immediately. The Company may suspend, block or close a Player Account and withhold funds if requested to do so in accordance with applicable law.
- 9.30. Enhanced due diligence may be performed in respect of withdrawals of funds not used for wagering.

10. PAYMENTS OF WINNINGS

10.1. Returns due on bets placed will be added to the Player's current deposit balance once the bet has been settled. This balance will remain in the Player Account unless the Player submits a request that part, or all, of the outstanding balance is returned to the Player. If the Player's

balance is zero, the Player will be required to transfer more funds before the Player are able to place any bets. The Company does not offer any form of credit at any time.

- 10.2. The Player's processed funds will leave the Company at the end of each working day that the chosen payment method is open (considering local national holidays in the country of incorporation of the payment service provider) and the timing for processing will varying depending on the time as well as the country and financial institution in question.
- 10.3. Payment of winnings may be subject to further Verification Checks as set out in article 6.
- 10.4. If the Player wins EUR 50,000 or more, the Company reserves the right to divide the payout into up to ten instalments, paid as at least 10 per cent every month for up to 10 months, until the full amount is paid out. The Player will not get any interest on outstanding amounts and the Player shall not treat the Company as a financial institution.
- 10.5. If required, it will remain the Player's responsibility to report any winnings and losses to the Player's local law, regulatory, or tax authorities or any other relevant authorities. The Company will not be liable to such authorities for any payment of the Player's personal taxes. Please note that regulatory changes in respect of taxation in certain jurisdictions may have an impact on these Terms and may include the deduction of any applicable levy from the Player's winnings or withdrawals.

11. CURRENCIES AND CURRENCY ARBITRAGE

11.1. Players must register and play in the currency of their country or in cryptocurrencies. If the currency of the Player's country is not offered, then Euros (EUR) should be used. In case the Player does not observe this rule, all winnings derived from the resulting game play will be forfeited.

11.2. Players are strictly prohibited from utilizing the Website and its systems to facilitate arbitrage through currency exchange transactions. Where the Company deems in its sole discretion that a Player has deliberately used said systems for financial gain through arbitrage, any gains will be forfeited and deducted from the Player's balance without warning or notification.

12. PROGRESSIVE JACKPOT WINNINGS

The maximum amount set art. 10.4 does not include Progressive Jackpot winnings. The Player acknowledges and agrees that for certain products the Player's approved staking level may mean that the Player can win more than the amount set out above, and that the Company shall only be obliged to pay to the Player the maximum amount specified above.

13. BONUSES

- 13.1. Bonuses are any and all forms of rewards that a Player can receive through the Website, including but not limited to promotional offers, cashback rewards, and earnings from the Awbit Pool or from Awbit Tickets. Only Players with a unique IP address are eligible for Bonuses. For this reason, if a Player logs into the Website from a Shared Environment, the Player will not receive any Bonuses.
- 13.2. Awbit Group N.V. is not responsible for any loss of funds due to mismanagement of a player's wallet, misuse of the pool fee, misunderstanding of the pool program, or loss of account access. Any tickets lost or damages to an account are the sole responsibility of the player. Awbit Group N.V. also disclaims liability for any glitches, errors, or losses that may occur on awbit.com or its other affiliated brands.
- 13.3. Participants are expected to comply with all applicable terms governing the use of the Pool program. Any violation may result in account suspension. Awbit Group N.V reserve the right to remove bonuses from You if You are identified as a "bonus abuser". Awbit Group N.V reserve the right to cancel all bonuses that have not been claimed within the claiming period. Awbit Group N.V reserve the right to cancel any bonus at our sole discretion.
- 13.4. Participants are strictly prohibited from engaging in any form of unlawful practices, including but not limited to exploits, pooling of funds, or misuse of the website. Any participant found to be involved in such activities will have their account terminated.
- 13.5. By continuing participation in the pool program, you acknowledge and agree to abide by these terms and conditions. Failure to comply will result in the termination of your participation. Disclaimer: The pool program reserves the right to interpret, enforce, and modify these terms and conditions at its sole discretion.

- 13.6. If there is more than one Player Account from the same IP address, all the Player's bonuses and winnings may be canceled.
- 13.7. Only one type of bonus is eligible for a deposit.
- 13.8. Bonuses exceeding the amount of EUR 2,000 will only be granted after the Player has passed the Verification Checks as described in art. 6.
- 13.9. Should The Company have reason to believe that a Player is engaging in the misuse or attempted abuse of a bonus or other promotional offerings, or stands to gain an undue advantage through policy exploitation, The Company reserves the unilateral authority to deny, retain, or revoke any bonus or promotion for that Player. Additionally, The Company retains the right to terminate the Player's access to the Services, Software, and/or suspend the Player's account, either temporarily or permanently.
- 13.10. The Company holds the right to eliminate bonuses from all inactive accounts or any accounts identified as "bonus abusers".
- 13.11. The Company retains the right to annul all bonuses not claimed within the stipulated claiming period or 60 days, whichever is shorter.
- 13.12. The Company retains the right to cancel any bonus at its sole discretion.
- 13.13. Players with an active bonus balance won't earn Levels, Tickets, or Cashback. This doesn't apply to players using real money, even if they have a bonus in their account that hasn't been activated yet.

14. CHAT FACILITY

The Company may provide the Player with a chat facility to enable the Player to communicate with the Customer Support Team. The Company may review and keep a record of all such content on the Company's chat facility.

15. RESPONSIBLE GAMBLING: PLAYER PROTECTION AND CONTROLS

- 15.1. For Players who want to restrict themselves, the following tools/options for limits and self-exclusion are available:
 - Set a limit on the amount the Player can deposit into the Player Account within a specified period of time.
 - Set a limit on the amount the Player can wager within a specified period of time.
 - Set a limit on the losses the Player can incur within a specified period of time.
 - Set a limit on the amount of time the Player can play in any one session.
 - Self-exclude the Player from playing/accesssing the account.
- 15.2. To implement tools/options for limits and self-exclusion referred to in article 15.1. that are not available directly on the site, a request should be sent to support@awbit.com.
- 15.3. In order to lower the limits referred to in article 15.1 after they have been enabled, the regulations require that the Player must wait until his/her current limit expires before the new limit will take effect.

- 15.4. The consequences of the limits referred to in article 15.1 is that the Company will make all reasonable efforts to not accept a wager from the Player contrary to a limit or exclusion set by Player. However, the Company does not accept any responsibility if the Player's use of the Website to place bets is not detected or noticed by the Company.
- 15.5. The Company is committed to supporting Responsible Gaming initiatives and recommends the Player to visit organizations dealing with problematic gambling in the Player's country of residence.
- 15.6. If the Player breaches the Company's Responsible Gambling Policy, the Company may suspend or close the Player's Player Account.

16. CLOSING THE PLAYER ACCOUNT

- 16.1. The Player may close his/her Player Account at any time by contacting Customer Support.
- 16.2. The Company reserves the right to close a Player Account at any time for any reason. If the Company terminates a Player Account for any reason the provisions set out below shall apply:
 - a) the Player agrees that the Company shall not be liable to the Player for any termination of his/her Player Account or the Player's use of the Website;
 - b) the Player's sole remedy in the event of termination of the Player's Player Account shall be the re-imbursement of any undisputed Player Account balance the Player may then have, in accordance with the payments limitations as set in article 9.23; the Company shall have no further liability to the Player whatsoever.
 - c) where the Company terminates a Player Account due to the Player breaching any of these Terms, the Company has the unfettered discretion to void any winnings and confiscate any balance. Such breaches include, but are not limited to:
 - i) if the Player has more than one active Player Account (or controls more than one active Player Account);
 - ii) if the Player is in breach or any of the Player's warranties;
 - iii) if the Player has opened a Player Account having previously been banned from opening any further Player Accounts on the Website;

- iv) if the Company is required to do so pursuant to any legal and regulatory obligations;
- v) if the name on the Player Account does not match the name on the payment method used to make deposits;
- vi) if the Player provides incorrect or misleading registration information;
- vii) if the Player resides in a Restricted Jurisdiction;
- viii) if the Player has allowed or permitted (intentionally or unintentionally) someone else to play on his/her Player Account;
- ix) if the Player has "charged back" any of the deposits made with his/her credit card on the Player Account;
- x) if the Player is found colluding, cheating, money laundering or undertaking fraudulent activity;
- xi) if it is determined by the Company that the Player has employed or made use of a system (including machines, computers, software or other automated systems) designed specifically to defeat the casino;
- xii) the use of robotic, mechanical, electronic, or other devices to automatically make playing decisions in any game (without the Company's explicit consent); or
- xiii) if the Company should become aware that the Player has played at any other online casino in bad faith or under any of the circumstances set out above.
- 16.3. Upon termination of his/her Player Account, the Player agrees and acknowledges that his/her rights to use the Website shall immediately terminate and the Player will remove any Software provided to the Player or downloaded from the Website.

17. INACTIVE ACCOUNT

If the Player does not use his/her Player Account to carry out any betting activity for a period of 3 consecutive months, such Player Account shall be deemed to be inactive. Any inactive Player Account will be subject to the following:

a) Following a month of uninterrupted inactivity, the Company may send a reminder mail to the Player via the e-mail address saved in the Player Account details. Upon 6 months after receipt of this reminder mail, the Player will be given 6 months to log into the Player Account. If no login is registered within this 6 month period, EUR 5 of real money credit may be deducted from the balance. If the balance is less than EUR 5, then the whole amount may be deducted. If the Player Account remains inactive for 6 consecutive months since the last login, the Player maybe sent a reminder mail every month and a monthly charge of EUR 5 may be incurred and deducted from the real money Player Account accordingly until either the balance is EUR or the Player logs into the Player Account.

b) The Company reserves the right to close any Player Account that has been inactive for more than one (1) year. For the purpose of this provision, the time in which the Player has been in self-exclusion is not considered as time in inactivity.

18. DOWNLOADS

For certain of the Company's betting products and Services offered through the Website the Player may need to download Software to use them and the Company will license such Software to the Player (or sublicense to the Player, to the extent such Software is owned by a third party). The terms upon which the Player may download and use any such Software will be made available to the Player at the time of download and must be accepted by the Player prior to his/her use of that Software.

19. GAMES IN DEMO MODE

Players are able to test Games in demo mode. The Company ensures that the return to player (RTP) and Game rules are identical for demo mode and real play.

20. INDEMNITY

The Player agrees to fully indemnify, defend and holds the Company, its officers, directors, employees, agents, and suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses including legal fees, arising out of any breach of the Terms by the Player or any other liabilities arising out of the Player's access and use of the Website and Games or the Software on the Website (or by anyone else using the Player's username and password).

21. FRAUD

- 21.1. The Company reserves the right to seek criminal and contractual sanctions against the Player if the Player is involved in fraud, dishonest or criminal acts and will make such reports as necessary to the authorities.
- 21.2. The Company reserves the right to withhold payment to the Player where the Player are suspected of engaging in fraudulent, dishonest or criminal activities.
- 21.3. The Player shall indemnify and shall be liable to pay the Company, on demand, all costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from the Player's fraud, dishonesty or criminal actions.
- 21.4. The following activities are among others prohibited on the Website:
 - a) Collusion: covert co-operation between participants of a game, including chip dumping and transfer, discussing a hand during play, multiple persons using a single Player Account and soft playing.
 - b) Using an advantage or influence to create injustice (commonly cheating), exploiting a potential bug, exploiting Software vulnerabilities or bugs, using automated players (also called 'bots').
 - c) Using credit or debit cards seized, stolen, copied by fraudulent method, being involved in or being a part of money laundering or similar illegal acts.
- 21.5. Necessary steps are taken by the Company to prevent and detect these activities and to identify related players. The Company is not responsible for the damages and losses that the Player may suffer from collusion, cheating, fraud and illegal activities. The actions to be taken are at the discretion of the Company.

- 21.6. If a Player has suspicions someone is engaging in collusion, cheating, fraud or illegal activities, the Player must notify the Company by email.
- 21.7. The Company reserves the right to share the Player's identity information with the authorities, other betting sites and operators, online service provider and banks, credit card companies, electronic payment system providers and other financial institutions because of any suspected illegal or inappropriate activity and the Company will cooperate in investigating such activities.

22. COMPLAINTS AND DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION

- 22.1. If the Player has any complaints on the performance of the Company under the agreement governed by the Terms, the Player should address his complaint to the Customer Support Team. If the Customer Support Team cannot resolve the complaint within fourteen (14) days, the Player may register a Dispute with the director of the Company, after which the representative of the director of the Company shall enter good faith conversations in effort to resolve the Dispute.
- 22.2. If the Dispute is not wholly resolved after the abovementioned conversations, the Player may address the Master License Holder after fourteen (14) days.

23. COMPLIANCE WITH LAWS

Any products accessed through the Website may be used only for lawful purposes and in a lawful manner. The Player agrees to comply with all applicable laws, statutes and regulations regarding the Website and any bets placed through the Website.

24. INFORMATION THE COMPANY COLLECTS ABOUT THE PLAYER

24.1. The Company processes information about the Player in accordance with its Privacy Policy. The Privacy Policy contains details on the types of information the Company collects and what the Company does with that information.

24.2. The Company is entitled to share the information the Company holds on the Player which includes personal data and betting history with the regulator and other bodies, including the police, in order to investigate fraud and money laundering and to comply with the Company's regulatory duties.

25. PROMOTIONS

Please see the Company's Standard Promotional Terms and Conditions and Significant Terms and Conditions (where applicable) for information on promotions, bonuses and offers.

26. NO WARRANTY

- 26.1. The Company will endeavor to provide the Website using the Company's reasonable skill and care. The Company makes no further warranty or representation, whether express or implied, in relation to the Website. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are hereby excluded to the fullest extent permitted by law.
- 26.2. The Company makes no warranty that the Website will meet the Player's requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by the Player through the Website.
- 26.3. In the event of systems or communications errors relating to the generation of random numbers, bet settlement or other elements of the betting product, the Company will not be liable to the Player as a result of any such errors and the Company reserve the right to void all bets on the draws in question. In the event of a discrepancy between the result showing on the Player's Software and the Company's server software, the result showing on the Company's server software shall be the official and governing result.
- 26.4. In rare circumstances the result displayed within a game may be incorrect. In the event of a dispute, the result recorded on the game server will stand as the correct outcome. Nothing in this article shall affect the Company's rights as set out in article 27 (Right to Void).

27. RIGHT TO VOID

- 27.1. Where, on the Website, the Company makes an error (whether human or otherwise), the Company will be entitled to declare the transaction/wager void and withhold any payments.
- 27.2. The Company has the authority to adjust the Player Account to reflect the true outcome and rectify the error. An example of such an error might be where a failure occurs in one of the Company's systems or where the Company enters a result of an event incorrectly.
- 27.3. Players found abusing such errors/malfunctions are subject to having their Player Account closed and any deposits and/or winnings forfeited.

28. LIMITATION OF LIABILITY

- 28.1. The Player agrees that his/her use of the Website is at the Player's sole risk. The Company's maximum liability to the Player arising out of the Terms, whether for breach of contract, tort (including negligence), or otherwise will be limited to:
 - a) the amount of the bet relevant to the which the liability in question has arisen; and
 - b) where monies paid by the Player into the Player Account have been misplaced by the Company, the return of the same amount into the Player Account.
- 28.2. The Company shall not be liable to the Player in contract, tort (including negligence), breach of statutory duty or otherwise arising for: business interruption (including downtime, server disruption, lagging, technical or political disturbance to game play), loss of profits (including loss of or failure to receive anticipated winnings), revenue, business, data, opportunity, business information or goodwill; or indirect or consequential loss, arising out of, or in relation to, these Terms, even if such losses are foreseeable or if the Company has been notified by the Player of the possibility of such losses.
- 28.3. The Company will not be responsible or liable to the Player for any loss of content or material uploaded or transmitted through the Website and the Player confirm that the Company

shall not be liable to the Player or any third party for any modification to, suspension of or discontinuance of the Website.

28.4. The Company will not be liable for any breach of the Terms if it is caused by a matter beyond the Company's reasonable control, including acts of God, internet failures (including the Player's internet provider), computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, fire, lightning, explosion, war, flood, industrial disputes, sabotage, severe weather, or acts of local or central Government or other competent authorities.

28.5. Nothing in the Terms shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

29. IT FAILURE

- 29.1. The Company cannot be held responsible for a bet not being placed or an offer not being matched for any reason, or the Player being disconnected from the Website, including but not limited to computer malfunctions and failure of telecommunications services or internet connections.
- 29.2. The balance of the Player Account will always be as is recorded on the Company's server. The balance on the server when logging on to the Website, after the Player have been disconnected, will reflect the balance after completion of the last bet prior to the disconnection. This is necessary to avoid any further complications. By placing any further bets or offers on the Website, the Player accept the results of any previous bet. As such (at the Company's discretion) the results of the previous bet are no longer in dispute and no refund or other adjustments will be granted. If the Player feels the result of any of the Games is unfair or incorrect, the Player should contact the Company immediately and report the incident.
- 29.3. In the event of a malfunction in a Game, the Service, the Website or any of the related systems, or due to any other error, all bets placed during such period are void and will be refunded. Funds obtained from a malfunction shall be considered void, as well as any subsequent game rounds said funds, regardless of what games are played using such funds. If the Player is, as a result of such malfunction or error, credited with funds resulting in any overpayment or over-crediting to his/her Player Account, it is the Player's responsibility to promptly inform the Company. Without derogating from such responsibility and regardless of whether the Player do notify the Company, the Player hereby agrees and expressly authorizes

the Company upon becoming aware of any erroneous crediting, or payment of funds, to adjust his/her Player Account to recover any such funds.

30. LINKS TO THE WEBSITE

- 30.1. Where the Website contains links to other websites and resources provided by third parties, these links are provided for the Player's information only. The Company has no control over the contents of these sites or resources and accept no responsibility for them or for any loss or damage that may arise from the Player's use of them or their use of any information they may acquire about the Player (including personal data).
- 30.2. A link from the Website does not constitute an endorsement by the Company of the use of that link, the company or organization behind that link or the contents of the website reached using that link.

31. INTELLECTUAL PROPERTY RIGHTS

- 31.1. The Website Material is the Company's exclusive property or are used under license by the Company. The Company takes breaches of the Company's intellectual property rights seriously and may take legal action in respect of any infringements.
- 31.2. The names of the Company's products and Services (including, but not limited to, the names of the Games) are the trademarks of the Company or its licensors. The Website Material is protected by copyright laws and treaties around the world. All rights in and to the Website Material (including all intellectual property rights) are reserved.
- 31.3. These intellectual property rights include, without limitation, copyright, trademarks, the underlying software, the design, graphics, layout, look and feel and structure of the Website, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. The Player is permitted to use this material and content only as expressly authorized by the Company.

- 31.4. The Website Material is made available to the Player for use on a non-professional, non-commercial entertainment basis only. Any other use (including, but not limited to, republication) of the Website Material is subject to the Company's prior written approval.
- 31.5. Without limiting the generality of the foregoing, the Player may not sell, assign, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Website Material without the Company's express prior written consent. Except as permitted by applicable law the Player must not decompile, re-engineer or disassemble the Website Material, nor attempt to interfere with its correct operation. The Player agrees not to remove, obscure, or alter any copyright, patent, trademark, or other proprietary rights notices affixed to Website Material. The Player agrees not to use any automatic or manual device to monitor any of the Company's web pages or any content therein.
- 31.6. The Company will not be liable to the Player for any losses nor be liable to pay the Player any winnings if the Company has reasonable cause to believe that the Player has engaged in any activity prohibited by this article.

32. TRANSFER OF RIGHTS AND DUTIES

- 32.1. Given the fact that a Player Account is personal to that specific Player, whereby the Player has been identified, and that also the method of payments of any winnings is connected to the Player itself, in order to avoid possible money laundering, terrorist financing or other illegal acts, the Player may not assign, sublicense or otherwise transfer or encumber in any manner whatsoever any of his/her rights or obligations under the Terms.
- 32.2. In case the Player encumbers any of his/her rights under the Terms, the Player shall forfeit all his/her rights under the Terms towards the Company.
- 32.3. In case by law, or by decision of a court the transfer of rights and/or obligations of the Player is deemed legal, all withdrawals shall be done through the same payment method and payment details chosen by the Player when placing a deposit, to ensure compliance with AML policies and regulation.

33. LANGUAGE

The Terms are written in English, and any interpretation of them will be based on the English version. The English version will always prevail if the Terms or other related documents are translated into any other language.

34. GOVERNING LAW AND CHOICE OF FORUM

- 34.1. These Terms shall be governed by and interpreted in accordance with the laws of Curação.
- 34.2. The Player irrevocably submits to the exclusive jurisdiction of the courts of Curação in relation to any disputes (including claims for set off and counterclaims) in relation to these Terms.

35. **DEFINITIONS**

The following words and terms, when used in this agreement, shall have the following meanings, unless the context clearly indicates otherwise:

Account Holder: An individual who applied and was granted a Player Account on the Website.

AML: Anti-Money Laundering. All efforts focused on the prevention of transforming proceeds obtained from criminal activities into funds which appear to be obtained from legal activities.

CFT: Combating the Finance of Terrorism. All efforts focused on the prevention of providing funds at the disposal of terrorists to be used for committing terrorist attacks.

The Company: Awbit Group N.V., a limited liability company incorporated under the laws of Curaçao, having its address at Groot Kwartierweg 10 Livestrong Building, Curaçao and registered in the Commercial Register of the Curaçao Chamber of Commerce and Industry under number 164455 which holds an e- gaming sub-license number 8048/JAZ2023-046 issued by Antillephone N.V., which is a holder of gaming license number 8048/JAZ issued by the Government of Curacao.

Customer Support Team: The Company's team of employees who provide help when Account Holders have trouble with the Services.

Dispute: Complaint on the performance of the Company under the agreement governed by the Terms from the Player which has not been resolved by the Customer Support Team within fourteen days (14) and is registered with the director of the Company.

Games: Any games available on the Website and as may from time to time become available on the Website.

Identification: The collection of a series of personal details of the prospective Account Holder. Identification is the first step in the KYC process.

Jackpot: A money prize pool in a Game, which accumulates until the conditions are met for it to be won.

KYC: Know Your Client: the mandatory process of identifying and verifying a prospective Account Holder's identity when opening a Player Account and periodically over time.

Master License Holder: The authority from which the Company has obtained its gaming license.

Multi-accounting: When one Player Account Holder has more than one Player Account, or if there are more than one Player Accounts registered per IP address or Shared Environment. Multi-accounting mainly manifests by similar IP addresses for different Player Accounts. Multi-accounting is forbidden as it impairs AML measures that the Company takes in order to combat money laundering or terrorist financing.

Progressive Jackpot: A Jackpot which increases each time the Game is played but the Jackpot is not won.

Player: Individual who has registered with the Company for the purpose of making use of the Services offered on the Website and for which a Player Account has been opened providing him/her with a unique code.

Player Account: An account granted to an individual after registration on the Website. The Player Account is created and issued by the Company. Only one Player Account is permitted per person, per IP address, and per Shared Environment.

Restricted Jackpot Jurisdictions: Jurisdictions of which the residents are prohibited to participate in Jackpots.

Restricted Jackpot Jurisdictions List: List containing all Restricted Jackpot Jurisdictions.

Currently the following Restricted Jackpot Jurisdictions are on the Restricted Jackpot Jurisdictions List: Autralia, Belgium, Denmark, France, Georgia, Gibraltar, Great Britain, Greece, Hungary, Lithuania, Morocco, Netherlands, Ontario, Philippines, Romania, Singapore, Sweden, South Africa, Spain, Ukraine, UAE, USA (and its territories).

Restricted Jurisdictions: Jurisdictions of which the residents are prohibited to register on the Website and make use of the Services by the Master License Holder.

Restricted Jurisdictions List: List containing all Restricted Jurisdictions.

Currently the following Restricted Jurisdictions are on the Restricted Jurisdictions List: Aruba, Australia, Belarus, Belgium, Bonaire, China, Cuba, Curaçao, Cyprus, Denmark, France, Greece, Georgia, Hungary, Iran, Lithuania, Myanmar, Netherlands, Norway, Philippines, Romania, Russia, South Africa, , Saba, Saint Martin, Singapore, Spain, Syria, Thailand, Ukraine, United Kingdom, U.S.A or the U.S.A dependencies

Shared Environment: An environment that has a common internet connection which can be used by multiple persons, including but not limited to households, airplanes, universities, libraries, cyber cafes, coffee shops and work forces. Only one Player Account is permitted per Shared Environment.

Service: Any gaming and betting offer provided by the Company to the Account Holder through the Website.

Software: Any computer program, data file or any other content that may be required to be installed on the Player's device to enable the Player to use, access and participate in the Services for the purpose of using, accessing, and participating in the foregoing on the Website and all software available on the Website.

Terms: These Terms and Conditions, the Company's Privacy Policy, the Company's Cookies Policy and any other rules applicable to the Company's betting or gaming products available on the Website.

Verification Checks: Checks performed to verify the Player's identity as described in article 6.

VIP Manager: Employee of the Company, charged with the communication with Players who are eligible, and/or have applied for and/or have obtained a VIP status.

Website: Any part of [https://awbit.com] website and or any sub-domain, website, or mobile application that the Company owns or operates under its e-gaming sub-license.

Website Material: The Website and all content and Software made available on it.