

Terms and Conditions

IMPORTANT: PLEASE READ THE INFORMATION SET OUT BELOW CAREFULLY BEFORE ACCEPTING THESE TERMS AND CONDITIONS, THEN PRINT AND STORE THESE TERMS AND CONDITIONS ALONG WITH ALL TRANSACTION DATA, RULES AND REGULATIONS AND PAYMENT METHODS RELEVANT TO YOUR USE OF THIS WEBSITE.

Introduction

NOVA88.net (the "Website") is operated by Dynaconnect Technologies B.V. (the "Company"), a remote gaming company based in Curacao. The Website is operating under Master License holder – Antillephone N.V. - 8048/JAZ, granted by the Government of Curacao.

Notice and acceptance of these terms and conditions constitute the making of an agreement, which you accept by selecting "Agree" on this page and proceeding to access the Website. When you do so, a legally binding agreement in accordance with these terms and conditions is concluded between (a) you, the end user of the Website (the "Player"), and (b) the Company.

We also reserve the right to change these Terms and Conditions at any time without prior notice.

General Terms and Conditions

The following are the terms and conditions governing the use of the Website. All Player activities on the Website are subject to and governed by these Terms and Conditions.

- **Definitions**

- The following terms shall have the following meanings:
 - **Betting Information:** Event names, locations, statistics, scores, dates and/or times; Event-related information; team or player names, statistics and related information thereto; odds; prices; handicaps; bet types; stake; information on a particular bet, bet type, or Event related to a wager or bet;
 - **Company Services:** The betting, wagering and gaming services through remote gambling or online gaming devices available through the Website and provided by the Company;
 - **Documentation:** This Terms and Conditions, the Privacy Policy, the Betting Rules and Regulations;
 - **Event:** The event, incident, occurrence or happening on which the Company is allowing betting through the Website and the Company Services;
 - **Illegal:** Shall include but not be limited to attempts to circumvent the Documentation; betting limits; win limits; hacking; unauthorized use or misuse of the Player Account or Login ID; attempts to circumvent or bypass any security mechanisms available on the Website or the Company's systems or networks; wrongful attempt to transfer or transfer funds from a third person's Player Account; any act or omission through use of the Website or the Company Services causing harm to the Company or to any third person; provision of false Player ID; collusion, acting in concert or syndicate to defraud the Company and/or, "chip dumping"; any actions and/or omissions contrary to the law applicable to these Terms and Conditions; and, any actions and/or omissions which the Company reasonably deems to be

fraudulent;

- Market: the bet types related to, or possibilities and/or options to place bets on, a particular Event as offered by the Company through the Website;
- Personal Information: Shall have the same meaning as in the Privacy Policy in addition to the Player ID (as defined herein);
- Privacy Policy: The Company's policy on privacy and information handling with respect to Players, the Website and the Company Services, published by the Company from time to time available at the Website;
- Prohibited Jurisdictions: Countries or jurisdictions that have laws prohibiting participation in remote gambling or online gaming activities within their territories.
- Betting Rules and Regulations: The rules for betting on the Website and using the Company Services, published by the Company from time to time available in the Website;
- Terms and Conditions: This document, the provisions included herein and all documents referenced herein available in the Website;

- **Interpretation**

- Unless otherwise specifically specified in writing, any reference herein to:
 - A statute, enactment, or statutory provision includes a reference to the statute, enactment, or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
 - A document is a reference to the document as from time to time updated, supplemented or varied;
 - The singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;
 - A person includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case, whether or not having separate legal personality);
 - Years, months and weeks, are to calendar years, months and weeks respectively; days are to Business days; and, times of the day are to Greenwich Mean Time (GMT) plus eight hours, where "Business Hours" are eight (8) hours to sixteen (16) hours on a Business Day; and
 - Writing includes fax transmission, email, text messages (SMS), electronic messaging and other similar means of communication.
- The Privacy Policy, Terms of Use, and Betting Rules and Regulations form part of these Terms and Conditions. Reference to these Terms and Conditions include the aforementioned Documentation.
- The headings and abbreviations used in the Documentation are inserted for convenience only and shall not affect the interpretation of the Documentation.

- In the Documentation, any phrase introduced by the words “include”, “including”, “includes” and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words.
- The Documentation has been originally written in the English language. If the Documentation is translated into any other language, the English version will prevail. If there is any inconsistency between the Documentation any Supplementary Documentation or any other document incorporated by reference, this Terms and Conditions will at all times prevail.

- **Applicability and Acceptance**

- The Player is deemed to have accepted the Documentation by selecting the “Agree” button on this page and proceeding to access the Website or otherwise by setting-up an account with the Company or using the Company Services. By agreeing to the Documentation and/or because of the Player’s use of the Website or Company Services, the Player is bound by the Documentation.
- The Company reserves the right to amend the Documentation as it sees fit from time to time without prior notice to the Player. However, the Company will make reasonable efforts so that a prominent notice on the Website displays any significant changes to the Documentation. The most updated version of the Documentation may be found at the Website.
- It is the responsibility of the Player to read, agree and accept the Documentation, including any changes or modification made therein. The Player’s continued access and use of the Website and/or the Company Services will be deemed to be an unconditional and irrevocable acceptance of the Documentation and any changes made therein. Any bets received, accepted, recorded and settled shall be governed by the existing Documentation published on the Website and any changes thereto at the time when the bet was received, accepted, recorded and settled by the Company.

- **Player Identification and Account Verification**

- To use the Company Services and the Website, a person must first set up an initial account with the Company (“Player Account”) by providing at least the following information, (“Player ID”) as determined by the Company in its sole and absolute discretion from time to time and at any time:
 - Nominated Username;
 - Password;
 - Currency to use;
 - Full Name;
 - Date of Birth;
 - Place of Birth;
 - Residential Address;
 - Nationality;

- Current and valid email address;
 - Confirmation that the Player is at least eighteen (18) years old;
 - Confirmation that the Player agrees with the foregoing Terms and Conditions;
- The Player acknowledges having read and agreed with the Privacy Policy and further agrees that:
 - Consent to the processing and use of Personal Information, in accordance with the Privacy Policy, is hereby granted;
 - The Company may disclose the Player's Personal Information to any third persons without the Player's prior written consent, in the event of a lawful court or governmental order requesting such information; in the course of a money laundering investigation by the Company or any third parties; and, when there is reasonable suspicion by the Company that the Player Account or the Player are involved in an illegal transaction, even if unrelated to the Company; and
 - The Company may process, use, transfer and dispose of the Player's Personal Information worldwide in any way the Company chooses.
 - Only upon accepting the Documentation, signing up a Player Account, proceeding to open a Deposit Account and continue using the Company Services is a person deemed to be a Player of the Company. The Company reserves the right to accept or reject a Player for any reason whatsoever and at any time. Any activity or transactions by a person not deemed a Player is considered null and void.
 - It is the Player's responsibility to ensure that the Player ID is kept up-to-date with the Company. The Player must provide accurate information when signing up, opening or updating a Player Account and Deposit Account, failure to do so will result in a breach of these Terms and Conditions and immediate closure of the Player Account and Deposit Account, forfeiting all funds.

Account Terms

Limitations

Gambling regulations and restrictions vary from one country to another. As such, remote gambling or online gaming may be illegal in certain countries and jurisdictions, which means that the Company does not accept registration and bets by individuals located in these countries or jurisdictions.

It is important that an individual ensures that the laws applicable to him concerning remote gambling or online gaming does not prohibit him from opening an account and placing a bet with the Company.

To access the Company's betting service, a player must first open an account. Every player may open only one (1) account. Should the Company discover any player with more than one account, the Company reserves the exclusive right to treat any such accounts as one joint account or close all other accounts.

The minimum age for opening an account is eighteen (18) years old, and individuals residing in the countries that are not available in the registration page cannot register an account and play.

Players may only place bets up to a certain limit available in their betting account.

Responsibilities

By opening an account with us, there are important responsibilities that a Player should always keep in mind.

It shall always be the Player's responsibility to ensure that his records with the Company are kept up-to-date, especially with regard to the address, telephone number and payment/bank details. The Company shall however have the right to require the Player to update his information and provide the same to the Company from time to time. If the Player cannot provide the required information or document to verify his identity, the Company shall have the right to refuse the opening of an account or discontinue any transaction with the Player.

It is the Player's sole responsibility to ensure that he keeps his username, password and other security details confidential. In the event that a Player thinks that the confidentiality of his username and other security details were breached, he should make the appropriate notification to the Company and obtain a new password. Any bets made online where the correct username and password have been used will be considered valid and binding upon the Player.

Players should likewise routinely check his account balance each time they log-in to the Company's gaming website. In the event of any discrepancies, it is the player's responsibility to immediately notify the Company together with the player's record of transactions since the account balance was last verified and other supporting documents.

Players can participate in any game only if there is sufficient funds in their Account. It is the Company's policy not to accept cash and not to give any credit whatsoever for participation in any game

Players shall only use such credit cards and other financial instruments that are valid and lawfully registered in their own name to deposit of funds into their Account.

Players shall not use funds that originates from any illegal activity or source or that is tainted or associated with any illegality or ill-gotten means.

Players may withdraw money from their account at any time provided that account balance has been confirmed, subject to the applicable policies of the Company on withdrawal.

Players are not allowed to transfer funds their Account to other players or to receive money from other players into their Account, or to transfer, sell and/or acquire user accounts.

Important Reservations

The Company reserves the right to refuse any bet or part of a bet without providing a reason at any time.

The Company reserves the right to close a player's betting account and refund the balance of his account without further explanation.

If a betting account is inactive for one (1) year or longer, the Company reserves the right to forfeit the outstanding balance.

Hence, the Company reserves the exclusive rights to restrict your access to our gaming website, suspend or terminate your betting account, refuse your offers for any bets, and forfeit any outstanding or matched bets in our absolute discretion without cause at any time.

For further information on player account policies of the Company, please refer to the [Terms and Conditions](#) posted on this Website.

- **Deposit Policy**

Opening a Player Deposit Account

- To continue accessing the Company Services and the Website, a person who has initially set up a Player Account must first open a Deposit Account with the Company ("Deposit Account") by providing at least the following information ("Player Information") as determined by the Company in its sole and absolute discretion from time to time and at any time:
 - Full name (which must be the same information submitted to the banking institution or credit facility);
 - Complete mailing address;
 - Current and valid phone number; and
 - Nationality;
- The Player must be careful and cautious in submitting the required Player information. The submitted full name shall be permanent and cannot be changed and is subject to the Privacy Policy of the Company.
- The Player can deposit via the following methods:
 - Online Banking
 - Local Banking

- **Withdrawal Policy**

Before Making a Withdrawal

Before making a withdrawal and upon request by the Company, the Player agrees to immediately provide the Company with a copy of Player's identification and any documentation to verify the Player ID information and Player Deposit Account.

- The Player authorizes the Company to use any lawful means that it considers necessary to verify the Player ID information and Player Deposit Account.

Making a Withdrawal

You can withdraw via the following methods:

- Online Payment Gateway
- Local Bank Transfer
- You can only withdraw in the currency that you are currently registered in your betting account.
- All withdrawal can only be made in the name and details as registered.
- You are required to bet at least 100% of the deposit amount before you can request a withdrawal. All rejected, voided, draw and tie bets shall be excluded in the

calculation of turnover requirements. If this betting condition is not met, there will be a 20% administrative fee imposed for withdrawal.

- As per Anti-Money Laundering Policy we reserve the right to request for further information pertaining to Player's account such as:
 - A copy of your passport displaying the photograph and passport number; or
 - A copy of your driving license displaying the driving license number; or
 - A copy of a government-issued photo ID card showing the photograph and ID number.
- We reserve the right to modify the mode or method of payment for your withdrawal (fund-out) request at our sole and absolute discretion and to deduct part or all of the fund transfer charges incurred as a result thereof. The Company shall inform the Customer of its decision by e-mail. The Company's decision is final and binding.
- Withdrawal can only be made in the name of and to the registered account holder.
- The Company may request identification and valid documents in perform due diligence in respect to withdrawal request.

- **Other Account Terms**

- Upon provision by the Player of the Player ID Information as defined herein, the Company shall confirm and verify the availability and acceptability of the Nominated Username and Password (collectively "Login ID"), for which the following terms and conditions shall apply:
- The Login ID is personal to the Player and may only be used by the Player. Safeguarding the secrecy or confidentiality of the Login ID is the responsibility of the Player. The Player shall be fully responsible for any activity and transactions on the Website carried out with his Login ID as well for any misuse by, and/or unauthorized disclosure of the Login ID to, any person. The Player must continuously change the Password of the Login ID at least once a month to minimize possibility of actual or suspected misuse, breach or compromise of the Login ID.
- The Player must immediately notify the Company in writing of any actual or suspected misuse, breach or compromise of the Login ID. Until the Company has received said notice the Player shall continue to be responsible for all activity and transactions carried out with the Player's Login ID. Upon receipt of said notice, the Company shall forthwith suspend the Player Account. The Company will not be held responsible or liable in any way whatsoever for any reasonable delay in such suspension of the Player Account. For the avoidance of doubt, until said notice is received by the Company and the Player Account is suspended, activities and transactions through the Player Account shall continue to be considered valid and only after the receipt of said notice that the Player Account will be suspended and all activities and transactions through the Player Account shall considered to be void;
- If the Company has reason to believe that there is likely to be a breach of security or misuse of the Website or any actual or suspected misuse, breach or compromise of Player's Login ID, the Company at its sole and absolute discretion may suspend the Player Account and/or change the Password of the Login ID notifying the Player after the fact. This is a preventive measure only without importing any liability or obligation whatsoever to the Company should it chooses not to implement this clause.

- The Company may perform random security checks on Player Accounts at any time or from time to time. The Player hereby accepts that the Company maintains the right to carry such checks and demand additional information and/or documentation from the Player.
- The Company reserves the right at the Company's reasonable sole and absolute discretion, without further explanation to the Player, with respect to a Player Account:
- To suspend the Player Account, if the Company has a reasonable belief that continued use of the Player Account would create unexpected damage or loss of any kind to the Player or to the Company;
- To suspend the Player Account during an investigation of a breach of the Documentation;
- To close the Player Account should the Player breach any of the terms of the Documentation, as determined by the Company in the Company's sole and absolute discretion. The Company reserves all its rights and remedies against the Player under the Documentation and at law and reserves the right to retain any funds due the Player to answer for the Player's obligations hereunder and/or any liability arising from the said breach of the Documentation by the Player;
- To close the Player Account should there be reasonable suspicion by the Company of an illegal transaction and/or the Player being involved in illegal activities, even if unrelated to the Company;
- To close the Player Account should the Player Account become inactive for one (1) year or longer, in which case the Player agrees to forfeit any funds and all his claims against the Company;
- To close the Player Account should any Player, person or Players or group of persons acting in concert or as a syndicate to collude and/or defraud the Company;
- To close or suspend the Player Account (at the Company's choosing), at any time with or without cause. In this event, however, outstanding transactions will be honored (provided that these transactions are in accordance with the Documentation) and any funds due to the Player will be refunded.
- When a Player Account is suspended, the Company reserves the right, without incurring any liability arising from loss of profits, savings or contract, to freeze any funds payable to the Player; stop the use of the Player Account and any transactions associated with it; void any and all bets pending to be accepted; use any information available to the Company and any means of investigation the Company elects (including contacting third persons, Government offices and/or requesting documentation and information from the Player) to conduct an inquiry into the incident that caused the suspension; all to which the Player hereby consents and agrees to fully cooperate. Lack of cooperation by the Player shall result in the immediate closure of the Player Account.
- When a Player Account is closed, the Company, without incurring any liability arising from loss of profits, savings or contract, reserves the right to withhold any funds payable to the Player to answer for the Player's obligations, liabilities, or for any suspected illegal activities that may be associated with the Player Account; stop the use of the Player Account and any transactions associated with it; void any and all bets pending to be accepted; use any information available to the Company in conducting an investigation (including contacting third persons, Government offices and/or requesting documentation and information from

the Player) relating to an inquiry leading to the closure of the Player Account, to which the Player hereby consents and agrees to fully cooperate.

- The Player may close the Player Account with the Company at any time by notifying the Company in writing. Upon submission of said notice, the Player must immediately stop using the Website and the Player Account. Only after notification by the Company to the Player that his Player Account has been closed, will transactions made using the Player Account be deemed void and the Player Account considered closed. The Player will continue to be liable for any activity and transaction until the Player Account is closed. Upon closure of the Player Account the Company will refund (if applicable) any funds due to the Player.
- It is the Player's responsibility to actively maintain the Player Account. A Player Account is deemed active if the Player has logged in and utilized the Company's Services using the Player Account for at least once within the past thirty (30) days from the last log-in, otherwise the Player Account shall be deemed inactive.
 - A person may open or hold only one (1) Player Account. Any additional Player Accounts that are opened will be closed by the Company and (if applicable) any funds due to the Player will be refunded or all such accounts may be treated as one joint account and merged together by the Company, in either case at the Company's sole and absolute discretion. The Player agrees that the Company shall use any method it deems reasonable to determine if two or more Player Accounts belong to the same Player.
 - The Company may issue temporary Player Accounts for marketing or demonstration purposes. These accounts will expire in a predetermined time period not exceeding thirty (30) days from account creation. After such period the temporary Player Account will either be closed by the Company or the Player must meet the criteria for, and open, a regular Player Account.
- **Preliminary Player Representations**
 - In addition to any other representations or warranties included in the Documentation, the Player irrevocably and unconditionally accepts, represents and warrants and is bound without reservation or limitation (as the case may be) that the Player:
 - Is at least eighteen (18) years of age, or the age of consent, or age of majority in the Player's jurisdiction of usual residence or current location, whichever is higher;
 - Has the mental capacity to take responsibility for the Player's own actions and be bound by the Documentation, without force or coercion;
 - Understands that gambling over the internet or other remote communication devices or gambling in general, may be unlawful in the jurisdiction where the Player is located. The Player is solely responsible to ensure compliance with its applicable local or national laws before opening a Player Account, using the Company Services or accessing the Website;
 - Will not register or access the Website at any time from Aruba, Bonaire, Curacao, France and its territories, Netherlands and its territories, Saba, St Martin, St Eustatius and the USA and its territories, and/or any other

jurisdiction that the Central Government of Curacao deems online gambling illegal or any jurisdiction that prohibits remote gambling or online gaming;

- Is availing of or accepting the Company Services from a jurisdiction and/or country and/or operating legally and licensed for the provision of said Company Services from a location where it is legally permissible to do so, and that the Company has made an effort not to solicit or undergo business from or in Prohibited Jurisdictions or with Players in, or from Prohibited Jurisdictions (if the Player is from or is in a Prohibited Jurisdiction).
- Has not been solicited or been offered the Company Services by the Company, and it is the Player who has sought and requested the Company Services from the Company in accordance with the Documentation.
- Is not aware of any marketing or publicity by the Company in its jurisdiction of usual residence where remote gambling or online gaming is prohibited.
- Will use the Website at its sole risk, understanding that money may be lost by use of the Company Services for which accepts full responsibility for any such loss (which is deemed foreseeable).
- Will not represent itself as an agent or affiliate of the Company and in no way market, advertise, publicize, or promote the Company or the Company Services without the prior written consent of the Company.
- Will not (or even attempt to) attack, hack, undertake any malicious activity, make unauthorized alterations to, or introduce any kind of malicious code to, the Website. As such, the Player will not, including without limitation, (a) reverse engineer or decompile (in whole or in part) any software available through the Website; or (b) make copies, modify, reproduce, transmit, alter, use or distribute all or any part of the Website or any material or information contained in it; or (c) make unauthorized use of, or disclose, information in the Website and/or Player Account to any person; or (d) contravene any of the provisions of the Documentation; or (e) cheat, deceive, trick, misinform or defraud the Company in any way through use or abuse of the Company Services or the Website. SHOULD THE COMPANY SUSPECT THAT THE PLAYER HAS FAILED TO ABIDE BY THE TERMS OF THIS PROVISION, THE COMPANY SHALL HAVE, IN ADDITION TO ANY OTHER REMEDY, THE RIGHT TO SUSPEND THE PLAYER ACCOUNT IN ORDER TO CARRY OUT AN INVESTIGATION. IF THE PLAYER'S FAILURE TO ABIDE BY THE TERMS OF THIS PROVISION IS PROVEN, THE COMPANY, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY ORDER THE CLOSURE OF THE PLAYER ACCOUNT AND FORFEIT THE FUNDS IN THE SUBJECT PLAYER ACCOUNT.
- Will not allow or authorize any other person or third party (including, without limitation, persons below eighteen [18] years of age and/or Filipino citizens) to use the Company Services, use the Player Account or accept any winnings in their behalf.
- Will forthwith report any and all winnings to the proper authorities if the Player resides in a jurisdiction where such winnings are taxable or are otherwise required by law to be disclosed, and the Company shall not in any

way be liable for the Player's failure to do so.

- Will fully indemnify, defend and hold the Company, and its stockholders, directors, officers, employees, consultants, advisors, agents, affiliates, and suppliers and other representatives (the "Extended Parties") harmless from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, (regardless of theory of law) arising out of any breach of the Documentation by the Player or any other liabilities arising out of the Documentation or Player's use of the Company Services.
 - Acknowledges and understands that the Player's skills and/or talent CANNOT influence the outcome of the gambling activities made herein, and that the Player's skill and/or talent cannot in anyway change the results of the game or will assure winnings on the part of the Player.
 - Acknowledges and understands that gambling is merely a form of entertainment, fun and leisure. Gambling is NEITHER a money-making activity NOR a form of a livelihood or business that can solve financial problems.
- The Player agrees that any and all warranties and representations made herein are true and accurate and that he will comply and maintain compliance with each and every warranties and representations made herein while he remains a Player with a Player Account.

- **Terms of Transactions**

- The Company is licensed to accept bets via remote communication devices on a global basis under the Company's gaming license issued under Antillephone N.V. Master License No. 8048/JAZ granted by the Government of Curacao.
- In general and subject to a more specific set of rules provided in this Website, if any, a bet is only deemed placed ("Placed Bet") when it is made by the Player via the Website. A bet is deemed accepted and recorded ("Accepted Bet") only when it has been accepted and recorded in accordance to the Documentation by the Company's gaming server. A bet is deemed completed ("Completed Bet") when accepted and recorded and the Player has been notified (through an electronic acknowledgement sent by the Company to the Player via the Website) of said acceptance. Note however that ALL BETS SHALL BE DEEMED VOID WHERE PROHIBITED BY LAW.
- A Player Account must have an available fund balance equivalent to at least the value of the minimum amount for a bet in an Event or Market for the Player to be able to place a bet.
- Players are not allowed to cancel or change an Accepted Bet. The Company is under no obligation to cancel Accepted Bets.
- Bets will be accepted up to the advertised deadline until when bets are accepted for any given Event or Market.
- The Company reserves the right to definitely or temporarily suspend or prohibit further betting on an Event or Market at any time without prior notice to the Player at the Company's sole and absolute discretion. Whereupon an Event or Market is

suspended or access to it is prohibited, any attempt to place bets by the Player will be rejected.

- A bet will likewise be deemed void ("Void Bet") if:
 - It is not transmitted in full, including but not limited to instances where the bet transmission has been disrupted or interrupted due to technical or communication failure;
 - Inadvertently accepted by the Company in contradiction to the Documentation;
 - The Company has reasonable belief that the Player or any person or group of persons are acting in concert or as a syndicate to collude against, or defraud the Company;
 - The circumstances and/or assumptions considered by the Company for a particular Event changed;
 - A Market or Event is not suspended at the correct time, as determined through the absolute sole discretion of the Company;
 - Any typographical, technical, human or palpable errors in disclosing, posting or using Betting Information.
- The Company reserves the right at its sole and absolute discretion without the need for explanation or prior notice given to the Player to refuse any bet or part thereof.
- All Betting Information is subject to variation but will become fixed at the time a Placed Bet becomes an Accepted Bet, except for pool betting which becomes fixed at the moment the respective pool becomes closed. The Company reserves the right at its sole and absolute discretion without explanation or prior notice to the Player to change the Betting Information at any time. Whenever by error, omission or mistake the incorrect Betting Information has been displayed, the Company reserves the right at its sole discretion without prior notice to the Player to void, reject, or accept any affected bets and/or to correct any error, omission or mistake. The Company will place a prominent notice on the Website in such events.
- The maximum and minimum bet amount that a Player may place on any Market or Event varies according to the specific Event or Market and is subject to change without prior notice at the Company's sole and absolute discretion. The Player shall comply with the posted minimum and maximum bet amounts and limits.
- Winnings will be credited to and losses deducted from the Player Account, following confirmation of the final result of the Event from the relevant, reasonably appropriate, official source as determined by the Company in its sole and absolute discretion.
- Players must check their respective Player Account funds balance upon each login. Should certain funds be added to or deducted from a Player Account in error, it is the Player's responsibility to notify the Company of the error immediately without delay. Any sums credited to a Player Account due to the error will be deemed invalid and must be returned to the Company. The Player may not dispose of funds added to a Player Account in error and the Company reserves the right to void any transaction

(including bets) involving such funds. The Player agrees to indemnify the Company for the return of any erroneously added funds that the Player has disposed of.

- The Company reserves the right in its sole and absolute discretion, without incurring any liability of any kind, with respect to any funds payable to Players to:
 - Freeze them in the event of the Player Account being suspended; suspicion of an illegal transaction or breach of the Documentation; pending the outcome of an investigation from any Government authority or financial institution; and/or,
 - Withhold them in the event of the Player Account being closed due to an illegal transaction or breach of the Documentation; and/or at the request of any Government authority or financial institution.
 - Any and all payments made to the Player include any tax, including VAT or any chargeable local sales tax at the rate prevailing on the date of the corresponding transaction. Any sums payable to the Company shall be paid in addition to any deductions, withholdings, set offs or counterclaims, including any deduction or withholding which may be required by law in relation to tax. The Player shall be responsible, where applicable, for payment of any and all taxes, duties or levies applicable to any transaction.
- All transactions and communications between the Players and the Company will be recorded ("Recordings") by the Company in the interests of Players and the Company. Recordings will be kept for a period of one (1) month from the date of the transaction or communication, respectively; after said period, the Recordings shall be discarded. Players must notify any disputes related to any transaction to the Company within one (1) month from the date of the transaction. When a dispute occurs which cannot be resolved by the Company's management in good faith, the Recordings will be used as evidence in such a dispute. The Player and the Company agree that the Recordings are true and accurate and will be the ultimate authority in resolving such disputes as a last recourse. The Company's management shall make a final decision with respect to the dispute and communicate it to the Player who agrees to be bound by the Company's decision.

- **Limitation of Liability**

- The Company shall not be liable to the Player or any other person for any of the following types of loss or damage in contract, tort, negligence, or otherwise (or any theory of law) even in each case if the Company has been advised of the possibility of such loss or damage, whether direct or indirect, without limitation, that are deemed or alleged to have resulted from or been caused by the Website; the Company's Services; transactions; and/or the Player's relationship with the Company:
 - Indirect, special or consequential damages or loss;
 - Loss of profits, revenue, contracts or anticipated savings; or
 - Loss or damage arising from:
 - Loss, damage or corruption of any data;

- Delay and/or interruption and/or failure from, or by consequence of, any telecommunication services and/or devices; hardware equipment; third person acts (including hacking and DDOS); and/or
 - Voiding and/or changing any transactions pursuant to the Documentation;
 - Suspension or closure of Player Accounts pursuant to the Documentation;
 - Freezing or withholding of Player funds pursuant to the Documentation;
 - Fulfilling actions and/or requests from any Government authority or office and/or any financial institution;
 - Any typographical, technical, human or palpable errors in disclosing, posting or using Betting Information or any other information on the Website,
 - Events beyond the reasonable control of the Company (Force Majeure).
- The Player without limiting any of the Company's other rights and remedies under these Terms and Conditions, the Documentation and/or under applicable laws, warrants and agrees to defend the Company and its Extended Parties against all suits, claims or other actions, and to indemnify the Company and its Extended Parties upon written demand, and to hold them harmless from any damages, losses and expenses, including reasonable attorney's fees, payable to a third person by the Company or any of its Extended Parties, arising out of any claim by a third person relating directly or indirectly to fraud, money laundering or illegal activities; a breach of the Documentation; that are deemed or alleged to have resulted from or been caused by the use of the Website; the Company Services; and/or the Player's relationship with the Company.
 - Without limiting its ability to seek alternative remedies, the Company may restrict any Player's ability to use the Website and/or the Company Services; suspend or terminate the Player Account; void any bets; and/or, withhold funds, in its absolute discretion, if the Company has reason to believe or suspicion that the Player's dealings with the Company constitute illegal activity. The Players acknowledge that if their use of the Website is in breach of any local or national laws with respect to fraud or money laundering, any payments those Players make to or by the Company may be subject to forfeiture and/or may be withheld by the Company. To the extent permitted by law, the Company shall not be liable to the Player for any such actions, nor shall it incur any liability to any Player where it is required to give information or documentation relating to the Player to any relevant authority in such cases.
- **Use of the Website and Video Streaming**
 - The general use of the Website is governed in addition to these Terms and Conditions, by the Terms of Use and Privacy Policy.
 - Company reserves the right to withdraw the Website or elements thereof at any

time, and shall not be liable to the Player in any way as a result of any such action.

- The Company's offering of video streaming of Events over the Internet, is proprietary, owned and copyrighted by the rightful intellectual property owners (who reserve all rights) and licensed to the Company. The Player may only access the offering of video streaming of Events over the Internet in accordance with any specific rules, terms and conditions that may apply for the particular offering as published separately by the Company from time to time and with which the Player hereby accepts to fully comply with. At no time may the Player copy, re-distribute or make any un-authorized use of the video feed, this would be considered a breach of these Terms and Conditions and allow the Company to immediately close the Player Account.

- **Promotions & Special Offers**

- From time to time the Company may issue promotions, special offers or other incentives to the Players. These have no alternative cash value and are subject to the terms specified in that particular promotion, special offer or incentive which must be followed and complied with by the Player. The Company reserves the right without the need of prior notice to the Player, to withdraw or change a promotion, special offer or incentive at any time at the Company's sole discretion.

- **General Rules and Specific Event Rules**

- The Company Services, all transactions, bets, Events and Betting Information is subject to these Terms and Conditions, the Documentation, and Betting Rules and Regulations, to which the Player hereby acknowledge having read and accepted and further agrees to abide by the same. In addition to these Terms and Conditions and the Documentation, specifically the Betting Rules and Regulations specify the betting rules applicable to all Company Services, transactions, bets, Events, and Betting Information, whereby the Specific Event and Betting Rules and Regulations specify the betting rules particular to a specific Event or bet type.
- If there is an inconsistency, discrepancy or contradiction between the Terms and Conditions and the Betting Rules and Regulations the latter will prevail. If the Betting Rules and Regulations are silent on a particular matter, the relevant provision(s) of the Event's Governing Body Authority will apply by analogy or interpretation (where applicable).

- **Breach of the Terms and Conditions**

- If you breach any provision of these Terms and Conditions, or should the Company has reasonable ground to suspect that the Player has breached them, the Company reserves the right to not open, to suspend, or to close an account, or withhold the payment of winnings and apply such funds on account for any damages due to the player concerned.
- The Player acknowledges that the Company shall be the final decision-maker of whether a Player has violated company rules, policies and/or terms or conditions, in a manner that results in the suspension or permanent barring from participation using the Website.
- The Company will not be liable to the Player for any breach of these Terms and

Conditions, which arises because of any circumstances that the Company cannot reasonably expected to control.

- **General**

- The Website is not, and should not be regarded as an offer, solicitation or invitation by the Company for the use of, or subscription to, gambling services in any jurisdiction in which such activities are prohibited by law.
- All other statements or arrangements, whether written or oral, express or implied (including any usage or custom and any terms arising through any course of dealing), between the Player and the Company relating to the subject matter herein shall be deemed to have been superseded, cancelled, null and void.
- Nothing in the Documentation shall be interpreted or construed as creating or establishing any other type of relationship between the Company and the Player.
- A failure or delay by the Company to exercise any right or remedy under the Documentation shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy..
- Each of the provisions contained in the Documentation shall be construed as independent of every other provision, so that if any provision of the Documentation shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of the Documentation, all of which other provisions shall remain in full force and effect.
- The Player acknowledges and warrants that it has independently sought and received independent and competent legal counsel with respect to the rights, obligations, terms, conditions and consequences under the Documentation. The Player also acknowledges that all the terms and conditions have been explained to him and that he completely understood the same.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of Curacao. Any and all cases or disputes relating to this Terms and Conditions and Documentation shall be exclusively filed before the appropriate courts in Curacao to the exclusion of other courts.
- Notices to the Player or the Company relating to the Documentation must be in writing and must be delivered personally or sent by prepaid first class post, pre-paid air mail post, electronic mail or facsimile transmission to the address or fax number set out below:
 - To the Player: To the information provided as the Player ID, should notice by any of the means included in the Player ID fail three (3) consecutive times with one (1) hour intervals, the notice shall be deemed made after the third attempt.
 - To the Company: E-mail address: support@dynatech.com

- **Complaints**

- Complaints are handled by our support team and escalated in the organization

whenever necessary. Players shall be informed accordingly by the Company. Players have the right to bring unresolved disputes to Curacao Antillephone N.V. via complaints@gaminglicenses.com. For further information about the Authority, please visit www.curacao-egaming.com

Privacy Policy

This Privacy Policy covers the Company's treatment of personally identifiable information that we collect from you when you access this Website or when contacting us in requesting for information, services, or customer support. By "personally identifiable information", we mean your name, address, telephone number(s), email address, identification numbers and documents, and banking information. This policy also applies to our treatment of any personally identifiable information that our business partners share with the Company. This policy does not apply to the practices of other corporate entities that the Company does not own or control or to people that it does not employ or manage.

Acceptance of Privacy Policy

By accessing and using this Website you are deemed to accept the Terms of Use of this Website, as well as the terms and conditions of our Privacy Policy.

Information Collection and Use

We may collect personally identifiable information from you when you submit a form on the website, email or write to us when requesting for information or services or customer support. We may also receive personally identifiable information from you when you use its products and services or from its business partners. We do not collect any personally identifiable information when you are on our website before you login. We only use personally identifiable information to fulfill your requests for information or to provide products or services to you.

Information Sharing and Disclosure

We will not sell or rent out your personally identifiable information to anyone. We will send personally identifiable information about you to other companies or people only when:

- We have your consent to share the information; or
- We need to share your information to provide the service or product you have requested; or
- We need to send the information to companies who work on behalf of our company to provide a service requested by you (unless we otherwise notify you when we collect such information, these companies shall not have any right to use the personally identifiable information we provide to them beyond that which is reasonably necessary to assist us with responding to your request); or
- We respond to subpoenas, court orders or legal process; or
- We find that your actions on our website violate the terms of service, or any of our usage guidelines for specific services.

In order to provide the information or services you have requested from us, we may transfer or store your personally identifiable information on computer equipment or in offices that are located across countries or jurisdictions, and may be managed and processed by our company internally as it pleases and you are deemed to consent to the same.

Data Protection Policy

The Company hereby warrants to adopt adequate technical and organizational measures to ensure the security of our systems and the integrity of data transmitted on our Website. You hereby warrant to take reasonable measures to ensure the security of your systems and the integrity of data transmitted to us.

The Player hereby acknowledges that his personal data shall be processed by the Company or by any other person, company or firm associated in any manner or otherwise engaged by the Company to provide services to it in order for us be able to provide the services to the player as laid down in these Terms and Conditions.

The Company shall process players' personal data in line with the Privacy Policy on this Website. The Company shall comply and shall enter into contractual arrangements with associated persons, companies or firms and any other person, company or firm engaged by it to provide services to it and which is processing personal data on its behalf, to ensure compliance with all relevant legislation and regulations in relation to the handling and processing of such personal data.

Contact Us

If you have any queries about your personally identifiable information that the Company holds or you wish that information to be updated or deleted, please send an email or write to us at the address mentioned in the Contact Us section of this Website.

Anti-Money Laundering and KYC Policies

The Company, in compliance with the directives and regulations of its relevant regulatory agency, hereby expresses its commitment to combat any potential abuse of its Services and the Website for the purpose of money laundering (ML) and terrorist financing (TF) activities. It is the declared policy of the Company to comply with current and relevant anti-money laundering and combating terrorist financing legislations and regulations, as well as provisions and guidelines, in particular the laws and guidelines regarding customer due diligence and the reporting of suspicious and unusual transactions. The Company shall adopt and establish policies and programs consistent with relevant regulations for Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT), that will effectively identify, assess, monitor and control risks associated with ML and TF activities in the regulated jurisdiction. It is likewise the policy of the Company to adopt a risk-based AML program that will help mitigate and actively prevent the money laundering and terrorist financing risks that the Company may encounter.

The Company, through its management and responsible senior officers shall ensure that the business is conducted in conformity with all relevant laws, rules and regulations and best industry practices and standards in the regulated jurisdiction. The Company commits to fully cooperate with the relevant regulatory agency and other enforcement agencies, within lawful restrictions and regulations. Furthermore, adequate procedures and actions shall be taken when there are reasonable grounds to believe that money laundering and/or terrorist financing activities are being conducted. To ensure awareness, competence and compliance with existing and relevant laws, rules and regulations relating to AML and CFT, the Company shall provide its management, officers, authorized representatives and employees based in the regulated jurisdiction, to be adequately informed of relevant basic AML/CFT laws and regulations.

Since the Company is prohibited from keeping anonymous accounts or obviously fictitious names, it shall ensure that effective procedures for securing Customer information and verifying the true identity of Customers are in place, and that it is not in any way used as an instrument to facilitate

money laundering and terrorist financing activities. The Company will establish and verify the true identity of its Customers, including the validation of the truthfulness of the information and the authenticity of the Identification Documents presented by its Customers and by checking reliable and independent sources and available online databases. The Company collects information from all Customer who avail of the Company's products and services, which emphasizes on measures taken to identify and continuously monitor Customers who are engaged in gaming activities. It shall be the policy of the Company to apply a Risk-Based Approach in performing Customer Due Diligence (CDD) measures for all its Customers regardless of their economic standing, whenever applicable in the regulated jurisdiction. In this regard, the Company shall apply simplified CDD measures for Customers classified as Low-Risk and Normal-Risk, and Enhanced Due Diligence (EDD) measures for High-Risk Customers. On all occasion, the Company shall document how a specific Customer was profiled and what standard of customer due diligence measure was applied. It shall be the policy of the Company not to enter into business relationships with individuals who refuse to provide the required Identification Documents, and to terminate business relationships with Customers, who after several requests, unreasonably fail and refuse to submit customer Identification Documents.

If the Company suspects or has reasonable grounds to suspect that funds are linked or related to, or are to be used for money laundering or terrorism activities, or for funding terrorist acts or terrorist organizations, it shall promptly report its suspicion to the relevant regulatory agencies. The Company shall likewise be responsible for the identification and reporting to the relevant regulatory agency of transactions that will be qualified as suspicious and/or unusual transactions.

With these policies and programs, the Company hopes to promote full compliance with all the relevant laws, rules and regulations of the relevant regulatory agency regarding anti-money laundering and combating terrorist financing, which are at the same time complemented by its KYC policies on its Customers.