

IMPORTANT: Please read carefully these Terms and Conditions ("Terms") as set out below. By registering an account, you are deemed to have accepted and understood them.

This is version 2.2 of the Casinoisy Terms and Conditions, last updated on 31st August 2021

TERMS AND CONDITIONS OF USE OF THE WEBSITE AND THE TELEBETTING SERVICE

TERMS OF USE OF THE SERVICES

- INTRODUCTION: KEY DEFINITIONS AND WHAT MAKES UP YOUR TERMS OF USE

1.1. The following definitions are used in these terms and conditions:

"Bonus Terms" stands for any terms, conditions and/or rules concerning promotions, bonuses and special offers which may apply to any part of the Services from time to time.

"Your Contact Details" are as defined in paragraph 4.

"General Terms" stands for the terms and conditions set out in this document.

"Group", in relation to any party, stands for a company that is from time to time a subsidiary or the ultimate holding company of that party and/or another direct or indirect subsidiary of any such ultimate holding company.

"Privacy Policy" stands for the Casinoisy privacy policy accessed via the Privacy Policy link.

"Rules" stands for the Betting Rules and the Game Rules specifically applicable to the relevant type of betting and/or gaming, as further explained in paragraphs 1.3.1 and 1.3.2.

"Services" stands for the services currently offered by Casinoisy through the Website and/or via any mobile or tablet application.

"Terms of Use" stands for (a) the General Terms, (b) the Privacy Policy and (c) where appropriate in the paragraph 1.3, the relevant Rules, Bonus Terms and Additional Terms applicable to the Services that are being used by You and (d) any Download Terms.

"Website" stands for the website <https://casinoisy.com> or any page or section thereof for the time being.

"Casinoisy" stands for GT Holding B.V. (reg. nr. 156734), Johan Van Walbeeckplein 24, Willemstad, Curaçao.

1.2. By using and/or visiting any section of the Website, or by opening an account with Casinoisy through the Website, You agree to be bound by the Terms of Use and You accordingly:

- (a) agree to the use of electronic communications in order to enter into contracts; and
- (b) waive any applicable rights or requirements which require a signature by hand, to the extent permitted by any applicable law.

The Terms of Use do not affect your statutory rights.

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

1.3.1. the Rules For All Sports Bets on the Website's Sportsbook, as set out under the general Help tab ("The Betting Rules");

1.3.2. the Rules of any game You play ("Game Rules"), as set out under the relevant general Help tab, any Help section and Rules tab, including (without limitation):

1.3.2.1. for games on the 'Games' tab: the Game Rules for the relevant game;

1.3.2.2. in respect of any new games, the rules applicable to such game;

1.3.3. any Bonus Terms;

1.3.4. any Download Terms; and

1.3.5. any other terms applicable to the Services and/or which You are required to confirm Your agreement to as part of the Services.

1.4 The original text of the Terms of Use is in English and any interpretation of it will be based on the original English text. If the Terms of Use or any documents or notices related to them are translated into any other language, the original English version will prevail.

1.5 If there is any specific conflict or inconsistency between any of the individual parts of the Terms of Use making up Your contract with Casinoisy, the order of precedence shall be as follows:

1.5.1. the Bonus Terms;

1.5.2. the Betting Rules;

1.5.3. the Game Rules;

1.5.4. the Additional Terms;

1.5.5. the General Terms;

1.5.6. the Privacy Policy; and

1.5.7. the Download Terms

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

1.7. If You do not agree to accept and be bound by the Terms of Use please do not open an account, and/or do not continue to use Your Account. Your continued use of any of the Services will constitute acceptance of the Terms of Use.

1.8. The Terms of Use govern Your contract with Casinoisy and will come into effect on 1st January 2014. For the avoidance of doubt, each and all sections of the Website are governed by the Terms of Use, and You should ensure at all times that Your use of the Services is following the Terms of Use.

GENERAL TERMS

2. CONTRACTING PARTIES

2.1. The Terms of Use shall be agreed between You and GT Holding B.V. (reg. nr. 156734), Johan Van Walbeeckplein 24, Willemstad, Curaçao. Website's gaming activity is regulated under sublicense nr. 1668/JAZ issued to GT Holding B.V. (reg. nr. 156734) by Curaçao eGaming, Authorized and Regulated by the Government of Curacao.

Payments and financial transactions are processed by GT eServices Ltd (registration number HE 422126) of 30, Peiraios, 1st floor, office 1, 2023, Strovolos, Nicosia, Cyprus.

2.2. The Website, the odds and prices contained in it, and the Terms of Use are translated into a number of languages and are therefore intended to be used by the citizens of the relevant countries and other countries which speak those languages.

2.3. References in the Terms of Use to "us", "our" or "we" are references to

2.3.1. Casinoisy, or

2.3.2 in the case of terms and conditions relating to monies held in Your Account from time to time, to any Casinoisy company which holds such money as trustee and shall (where appropriate) be deemed to include our agents, partners, and suppliers.

3. CHANGES TO THE TERMS OF USE

3.1. We may need to change the Terms of Use from time to time for a number of reasons, including (without limitation) commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms of Use can be accessed from the Terms and Conditions link in the footer section of the Website, and the date on which they will come into force is noted in paragraph 1.8 of these General Terms.

3.2 Where we wish to make substantial changes to the Terms of Use, we will give You as much prior notice of such changes as is reasonably practicable via one of the methods set out in paragraph 3.3. For minor or insubstantial changes, we may not give You any notice of

such changes, therefore You are advised to review the Terms of Use through the Terms and Conditions link on the Website on a regular basis.

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

3.3.1. email (to the email address You have previously supplied us with);

3.3.2. a message to Your Inbox on the Website; or

3.3.3. notice on the Website

and we may, at our discretion, invite You to accept the new Terms of Use by clicking on "yes" or "I accept", checking a 'tick box' or any other similar method of confirmation by You. If You provide us with any such confirmation, or continue to use the Website after notification under this paragraph 3, You shall, be deemed to have accepted, and be bound by the new Terms of Use, including any additions, removals, substitutions or other changes to the identities of Casinoisy, whether or not You have read the revised Terms of Use. If any change is unacceptable to You, You may either cease using the Services and/or close Your Account by complying with paragraph 12 of these General Terms.

4. OPENING YOUR ACCOUNT

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

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

4.2.1. contact Customer Services;

4.2.2. click on Join now on the Website and follow the on-screen instructions;

4.2.3 open by such other Account opening method as shall, from time to time, be offered by Casinoisy.

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

4.4. When You open Your Account, You will be asked to provide us with personal information, including Your name, date of birth and appropriate contact details, including an address, telephone number and e-mail address ("Your Contact Details"). You may update Your Contact Details by contacting Customer Services or on My Account Profile page on the Website.

4.5. If You do not wish Your Contact Details to be used by us and our business partners for marketing or any such purposes, please tick the relevant box as instructed when You open an account on the Website or by informing Customer Services.

4.6 Upon opening Your Account You guarantee that:

4.6.1. You understand and accept the risk that, by using the Services, You may win and/or lose money.

4.6.2. You are (a) over 18 years of age and (b) above the age at which gambling or gaming activities are legal under the law or jurisdiction that applies to your country of residence.

4.6.3. You are legally able to enter into contracts;

4.6.4. You have not been excluded from gambling; and

4.6.5. You have not already had an Account closed by us at any of the websites operated by us and/or our Group or at Your request as enclosed in paragraph 33 (Responsible Gaming/Gambling). If You have managed to open the Account at any of the websites operated by us and/or our Group notwithstanding the prohibition set out in this Clause, (a) all bonuses, free bets and winnings accrued from such bonuses and free bets obtained using that Duplicate Account will be void and forfeited by You, and (b) we may, at our entire discretion, void all winnings and refund all deposits (fewer amounts in respect of void winnings) made in respect of such Account.

4.7. Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person, family, household, address (postal and/or IP and/or SIM card identifier), email address, or any environment where computers (or other devices) are shared (e.g. schools, workplaces, public libraries etc). Any other accounts which You open with us, or which are owned by You shall be considered as "Duplicate Accounts". We may close any Duplicate Account (but shall not be obliged to do so). If we close a Duplicate Account:

4.7.1. all bonuses, free bets and winnings accrued from using that Duplicate Account;

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

4.7.3. we may, at our entire discretion, allow usage of the Duplicate Account to be deemed valid in which case all losses and stakes placed by or for You through the Duplicate Account shall be retained by us.

4.8. Besides the avatars provided by us, You can also upload your own avatar image. You can use any image for your avatar as long as it's not an image someone else owns the copyright to, or an image that is obscene, indecent, abusive or offensive. Avatar images that violate Casino's terms will be removed without warning and Your account might be blocked.

4.9. We reserve the right to refuse certain Player registrations or close a Player account at our sole discretion, however, any contractual obligations already made will be honoured.

4.10. If You wish to open another Account, You may do so by contacting our Customer Services. Please note that we do not allow the old Account and new Account to be opened and accessible by You simultaneously. If a new Account is opened, the old Account will be closed, in which case any balance on the old Account on the date of such closure will be refunded to You as soon as it is practicable for us to do so. Please note that You will be

required to perform a new Account opening procedure as enclosed in Paragraph 4, and we may request to perform Your verification checks as set out in Paragraph 5 below.

5. VERIFICATION OF YOUR IDENTITY; MONEY LAUNDERING REQUIREMENTS

5.1. You guarantee that:

5.1.1. the name and address You supply when opening Your Account are correct and that

5.1.2. You are the rightful owner of the money which You deposit in Your Account.

5.2. By agreeing to the Terms of Use You authorise us to undertake verification checks from time to time as we may require ourselves or may be required by third parties (including, but not limited to, regulatory bodies) to confirm these facts (the "Checks"). You agree that from time to time, upon our request, You may be required to provide additional details in respect of any of such information You have provided us, including in relation to any deposits which You have made into Your Account.

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

5.4. In certain circumstances we may have to contact You and ask You to provide further information to us directly in order to complete the Checks. For this purpose, we will be entitled, at our sole discretion, to require that You provide us with a notarised ID or any equivalent certified ID according to the applicable law of Your jurisdiction or otherwise, proof of address, utility bills, bank details, bank statements and bank references. Until such information has been supplied, we may prevent any activity to be undertaken by You in relation to the Account or we may, where we reasonably believe that deliberately incorrect information has been provided by You, keep any amount deposited on the Account following the closure of the Account by us.

Moreover, if following the lapse of 30 days from it is blocked and suspended in its entirety. In the latter case, we will ensure that Your Account has a NIL balance at the time it is blocked and suspended, with any funds standing to the credit of any such account being disposed of according to the Terms of Use.

5.5. It may be an offence for persons under the Relevant Age to make use of the Website. If we are unable to confirm that You are the Relevant Age then we may suspend Your Account until such time that we are able to confirm that you are the Relevant Age. If You are subsequently proven to have been under the Relevant Age at the time You made any gambling or gaming transactions with Us, then:

5.5.1. Your Account will be closed;

5.5.2. all transactions made whilst You were underage will be made void, and all related funds deposited by You will be returned by the payment method used for the deposit of such funds, wherever practicable;

5.5.3. any deposits made whilst You were under the Relevant Age will be returned to You; and

5.5.4. any winnings which You have accrued during such time when You were under the Relevant Age will be forfeited by You (and may be deducted from the amount of any deposit returned under paragraph 5.5.3 and You will return to us on demand any such funds which have been withdrawn from Your Account.

5.6 It is unlawful for a Player to deposit any sort of funds from ill-gotten means. We carry out monitoring procedures in regard to transactions in order to prevent money laundering.

Whenever a transaction is deemed to be suspicious, we reserve the right to report it to the relevant authorities. Furthermore, in the event of any suspicious transactions/activities, we may suspend, block, or close the account(s) of the relevant Player(s) and withhold funds as may be required by law and/or by the competent authorities.

6. USERNAME, PASSWORD, PIN and CUSTOMER INFORMATION

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

6.2. All transactions made where Your username and password and/or account number have been entered correctly will be regarded as valid, whether or not authorised by You, and we shall not be liable for any claims in the event that You disclose Your username, password or account number to anyone else (whether deliberately or accidentally).

6.3. If You have lost or forgotten Your Account details, or have reason to believe that such details are known to an unauthorised third party, please contact us immediately for a replacement through Customer Services, details of which can be found in the Help section of the Website.

7. DEPOSITS AND WITHDRAWALS FROM YOUR ACCOUNT

7.1. If You wish to participate in the Services, You must deposit monies into Your Account from an account or source of which you are the account holder. Such monies may (subject to paragraph 5) then be used by You to place bets or play games. Further details of how to deposit, withdraw and transfer funds can be found in the Deposit page of the Help section of the Website. If You use a payment method in respect of which You are not the account holder, we reserve the right to treat any deposit into the Account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant Checks.

7.1.1. All real money deposits must be wagered 1 time before a withdrawal can be made. Eg. If you deposit €20 you must make €20 worth of wagers before a withdrawal can be requested. Casinoisy reserves the right to charge a 10% fee in case the player requests a withdrawal without a member account turnover that is equal or more than the amount of funds deposited. Additionally, regarding any withdrawal of the funds from the Player's

account, we reserve the right to charge a fee to the Player, which represents the costs we incur in processing that payment to the Player (or a reasonable estimate of those costs). Such processing fee (if imposed) will be notified to the Player before withdrawing the Player's funds.

7.1.2. Upon requesting a withdrawal all active bonuses and any winnings accrued from bonus funds or promotions will be removed from your account

7.2. You further agree not to make any charge-backs, reversals or otherwise cancel any deposits into Your Account, and in any such event to refund and compensate us for such unpaid deposits including any expenses incurred by us in the process of collecting Your deposit. For the avoidance of doubt Your Account shall not be used by You as a bank account and, should we become aware of deposits into and withdrawals from Your Account without commensurate betting or gaming activity, we reserve the right to deduct an administration charge (whether or not we close or suspend the account).

7.3. Your Account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system or by any other similar insurance system. Any monies deposited with us in Your Account shall not attract any interest. Monies deposited with us are held under a normal bank account and/or escrow account in the name of Casinoisy or another Casinoisy company, which holds the monies in the account on trust for You and other persons entitled. As such, in the event of our insolvency, You would be entitled to claim any monies held on trust for You in such an account, but You would have no protection under any statutory deposit guarantee scheme.

7.4. We may at any time set off any positive balance on Your Account against any amount owed by You (including under a Duplicate Account) to any other company within the Casinoisy company (irrespective of whether there has been a breach of the Terms of Use), including (without limitation) where we re-settle any bets or wagers pursuant to paragraph 4.7 (Duplicate Accounts), paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 19 (Errors or Omissions).

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

7.6. You can set a deposit limit on Your Account in any one day. This limit cannot be increased without giving us twenty four hours' notice of Your wish to increase Your deposit limit and only when twenty four hours have elapsed from Your request for such an increase will the increase apply. For details of how to set up a deposit limit please contact Customer Services, or (where Your Account is for the Website) set up the limit through the Website by clicking on My Account, then Update Account Details. Any confirmed reductions to your deposit limit will be of immediate effect.

7.7. Subject to paragraph 13 (Closure of Your Account; etc), You may request withdrawal of funds from Your Account at any time provided that:

7.7.1. all payments made into Your Account have been confirmed as cleared and none have been charged-back, reversed or otherwise cancelled;

7.7.2. any Checks referred to in paragraph 5 above have been completed by us to our satisfaction; and

7.7.3. You have complied with any other relevant withdrawal conditions affecting Your Account (e.g. any applicable Bonus Terms).

7.7.4 The minimum amount of a single payout is 25 EUR/USD.

7.8. On any withdrawal approved by us, provided that You give us sufficient information as to how the funds should be transferred to You, we will return the relevant funds to You in accordance with paragraph 7.7 (less charges incurred or any other amount required to be deducted from Your withdrawal in order to comply with any applicable law).

7.9. We will attempt to accommodate Your request regarding the payment method and currency of payment of Your withdrawal. This, however, cannot be guaranteed. Therefore, we may process and pay withdrawals in a different payment method than the one requested by You, such as through different payment providers, a bank draft or wire transfer (any charges associated with relevant payment methods are set out in the Withdrawal tab of the Website). Similarly, in certain cases, the currency of Your withdrawal may not be the currency in which Your deposit was made or that was otherwise requested by You and, in circumstances where we are required to convert Your deposits between different currencies, the conversion rate used by us is as stated in the Help tab of the Website.

7.10. We will hold monies in the deposit account and/or escrow account referred to in paragraph 7.3 as trustee for You and not as your banker or debtor. Therefore, notwithstanding any other provision in the Terms of Use, we will deal with your money as a trustee, and no such provision shall create or give rise to any obligation on the part of Casinoisy (or any other Casinoisy company) to repay money to You as Your debtor.

7.11. Inactive Account Fee. If Your Account is not used (for betting, gaming, making a deposit, withdrawal) during the period of 12 months, your Account will be deemed as inactive. Once your Account becomes inactive, we may charge you a monthly maintenance fee of 5% of the Account balance, subject to a minimum of EUR 5 per month ("Inactive Account Fee") and deduct the Inactive Account Fee from your Account balance. The fee will be charged as long as the inactive account has positive balance or until such account will be reactivated. The Inactive Account Fee is subject to change from time to time.

7.12. Maximum Withdrawals. Unless specifically authorized by us in writing, Player may withdraw 250,000 EUR from his/her Account in every 30-day period. All other winnings will be paid in monthly instalments of 250,000 EUR every 30 days.

7.13. Withdrawals are effected within 3-5 business days, if practicable, after receipt of the request, if the Player successfully passed Checks if such are requested in line with these General Terms and subject to complying with anti-money laundering regulations. In case, if there is a large winning (5000 EUR or more) or jackpot winning, it may take longer to process the withdrawal request in order to verify the winning (with a third party where relevant) and to complete all required Checks.

7.14. We reserve the right to delay and/or stop the processing of a withdrawal until final approval has been received for any outstanding deposit transaction or in the event that Your original deposited funds are not received within 24 hours. If the original funds are not received within 24 hours all winnings will be cancelled.

8. LEGAL USE OF THE WEBSITE

8.1. Access to or use of the Website or any of the Services via the Website may not be legal for some or all residents of or persons in certain countries. The Website should not be used for betting, gaming, or any other purposes by persons in countries in which such activities are illegal. The fact that the Website is accessible in any such country, or appears in the official language of any such country shall not be construed as a representation or warranty with respect to the legality or otherwise of the access to and use of the Website, and the making of deposits or receipt of any winnings from Your Account. The availability of the Website does not constitute an offer, solicitation or invitation by us for the use of or subscription to betting, gaming or other services in any jurisdiction in which such activities are prohibited by law.

8.2. There are several bases for the restriction of providing Services via the Website to You as a player, the most common being:

8.2.1. Restrictions imposed by the license requirements according to which we are not authorized to offer online gambling operations in the territories of the USA, The Netherlands, France, The Dutch Caribbean (Aruba, Curacao, Sint Maarten, Bonaire, Sint Eustatius, Saba), Singapore;

8.2.2. Restrictions imposed by the respective country You are holding citizenship or You are located in (living or having a permanent or temporary residence) that either (a) prohibits its citizens from participating in online gambling or (b) prohibits access to the online gambling services from its territory or (c) requires a specialized or local license to allow online gambling operations in Your country;

8.2.3. Restrictions imposed by banks, payment service providers, and payment networks (like VISA and MasterCard); please note that even for supported countries we are not able to guarantee successful credit card payment processing in all cases, since banks and payment service providers issuing credit cards may block or reject such transactions at their discretion;

8.2.4. Certain games may be unavailable in certain countries, as required by policies of games providers which may change from time to time;

Note: Please check if the full list of restrictions by the game providers is included here: policies of games providers.

8.2.5. Our policies indicate that we do not offer our Services to the persons from non-reputable jurisdictions in respect of which there is an international call for counter-measures;

8.2.6. Nevertheless, the above restrictions, we may at our own discretion not offer our Services to the persons from one or several countries, which we may change.

8.3. When attempting to access the Website and/or to open an Account and/or to use the Services from any other jurisdiction it is Your responsibility to verify whether it is legal and/or is not restricted in that particular jurisdiction and/or is not restricted by the Terms of Use. You are responsible for ensuring that You comply with any laws applicable to online gambling in the country you are a resident of, or you are located in. You must not access the Website and/or open the Account and/or use the Services from a jurisdiction that is prohibited or restricted according to the principles outlined in Clause 8.2. Please contact us to find out the details if you are unaware if You fall under any restrictions outlined in Clause 8.2.

8.4. If it becomes apparent to us that You are resident in a country in which the use of the Website and/or the Services is not legal or is restricted, we shall be entitled immediately to close Your Account.

9. PLACING YOUR BET AND/OR GAMING USING THE SERVICES

9.1. In order to place a bet or access a Service, you should follow the instructions provided at the Help tab.

9.2. It is Your responsibility to ensure that the details of any bet, stake or similar transaction that you place using the Services (a "Transaction") are correct in the following manner:

9.2.1. when using the Website (either directly, through an application or otherwise) in accordance with the relevant Betting Rules or Game Rules, as appropriate; and

9.3. Your Transaction history can be accessed by clicking My Account on the Website, or through our Customer Services (including by opting to receive a written statement).

9.4. We reserve the right to refuse the whole or a part of any Transaction requested by You at any time in our sole discretion, or where You have breached the Terms of Use. No Transaction is accepted by us until You have given the appropriate confirmation (or it has otherwise been accepted by us) in accordance with paragraph 9.2. In case of any doubt as to whether a Transaction has been accepted successfully, You should contact Customer Services.

9.5. Once a Transaction has been accepted by us, You cannot cancel the transaction unless we agree otherwise.

9.6. We may, at our discretion (and provided that neither You nor we gain any unfair advantage), elect to accept a bet notwithstanding that the relevant event has begun. In respect of gaming, the relevant Rules tab shall set out the point at which no further stakes will be accepted by us.

9.7. We may cancel or amend a Transaction pursuant to the provisions of paragraph 5 (Verification of Your Identity), paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 19 (Errors or Omissions).

10. REMOTE GAMING OR BETTING

10.1. Where You are accessing the Services via an electronic form of communication You should be aware that:

10.1.1. In relation to Your use of the Website for the:bet placement or games play.

10.1.1.1 You may be using a connection or equipment which is slower than such equipment used by others and this may affect Your performance in time-critical events offered via the Website;

10.1.1.2 You may encounter system flaws, faults, errors or service interruption which will be dealt with in accordance with paragraph 18 (IT Failure);

10.1.1.3. the Game Rules for each event or game offered via the Website are available and should be considered by You prior to Your use of the Services offered via the Website; and in relation to Your use of the Services, if You are betting on an "in running" event, You may not at any relevant time be able to see or otherwise be provided with the most up-to-date information in relation to the relevant event. We shall not be liable to You in respect of any losses suffered or costs incurred by You as a result of any delay in the transmission of information relating to any "in running" event.

11. COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

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

- abuse of bonuses or other promotions; and/or
- using unfair external factors or influences (commonly known as cheating); and/or
- taking unfair advantage (as defined in paragraph 12.5.3); and/or
- opening any Duplicate Accounts; and/or
- undertaking fraudulent practice or criminal activity (as defined in paragraph 12.5), constitute "Prohibited Practices" and are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion.

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Note: Please also use respective formatting!

11.2. If You suspect a person is engaged in any prohibited practice, You shall as soon as reasonably practicable report it to us by e-mailing us or telephoning Customer Services.

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

11.4. If:

11.4.1. we have reasonable grounds to believe that You have participated in or have been connected with any form of Prohibited Practice (and the basis of our belief shall include (but shall not be limited) the use by us (and by our gaming partners and our other suppliers) of any fraud, cheating and collusion detection practices which are used in the gambling and gaming industry at the relevant time); or

11.4.2. You have placed bets and/or played online games with any other online provider of gambling services and are suspected (as a result of such play) of any Prohibited Practice or otherwise improper activity; or

11.4.3. we become aware that You have "charged back" or denied any of the purchases or deposits that You made to Your Account; or

11.4.4. You become bankrupt or suffer analogous proceedings anywhere in the world, then, including in connection with any suspension and/or termination of Your Account, we shall have the right, in respect of Your Account (and/or any other account held by You at any of the websites operated by us and/or our Group) to withhold the whole or part of the balance and/or recover from the Account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in this Clause 12.4. The rights set out in this Clause 12.4 are without prejudice to any other rights (including any common law rights) that we may have against You, whether under the Terms of Use or otherwise.

Note: Please also use respective formatting!

11.5. For the purposes of this paragraph 12.

11.5.1. a "fraudulent practice" means any fraudulent activity engaged in by You or by any person acting on Your behalf or in collusion with You, and shall include, without limitation: (a) fraudulent charge-backs; or (b) the use by You or any other person who was participating in the same game as You at any time, of a stolen, cloned or otherwise unauthorised credit or debit card, as a source of funds; or (c) the collusion by You with others in order to gain an unfair advantage (including through bonus schemes or similar incentives offered by us); or (d) any attempt to register false or misleading account information; or (e) any attempt to evade restrictions imposed to You according to Paragraph 8 (including but not limited, by using a VPN, proxy or similar service that masks or manipulates the identification of Your real location, or by otherwise providing false or misleading information regarding Your location, citizenship, or place of residence, or by making bets or wagers using the Website through a third party or on behalf of a third party located in a prohibited or restricted jurisdiction); or (f) any actual or attempted act by You, which is reasonably deemed by us to be illegal in any applicable jurisdiction, made in bad faith, or intended to defraud us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us any damage or harm;

11.5.2. a "criminal activity" shall include, without limitation, money laundering and any offence under of the Gambling Act; and

11.5.3. an "unfair advantage" shall include, without limitation:

11.5.3.1. the exploitation of a fault, loophole or error in our or any third party's software used by You in connection with the Services (including in respect of any game);

11.5.3.2. the use of automated players ('bots'), or other 3rd party software or analysis systems; or

11.5.3.3. the exploitation by You, of an 'Error' as defined in paragraph 18.1, in any case either to Your advantage and/or to the disadvantage of us or other.

11.6. In exercising any of our rights under Clause 12.4 in relation to a Prohibited Practice, we shall use all reasonable endeavours to ensure that, while complying with our regulatory and other legal obligations, we exercise such rights in a manner which is fair to You and to our other customers.

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

12. CLOSURE OF YOUR ACCOUNT; TERMINATION OF THE TERMS OF USE

CLOSURE AND TERMINATION BY YOU

12.1. Provided that Your Account does not show that a balance is due to us, You are entitled to close Your Account and terminate the Terms of Use on not less than 24 hours' notice to us at any time, by contacting us through Customer Services, details of which can be found in the Help section of the Website:

12.1.1. indicating Your wish to close Your Account; and

12.1.2. stating the reasons why You wish to close Your Account, in particular if You are doing so because of concerns over the level of Your use of the same.

We will respond to Your request, confirming closure of Your Account and the date on which such closure will be effective, within a reasonable time, provided that You continue to assume responsibility for all activity on Your Account until such closure has been carried out by us (at which point the Terms of Use shall terminate).

12.2. When You request closure of Your Account under paragraph 13.1 we will, subject to paragraph 13.3, return any outstanding balance in Your Account to You.

12.3. Upon any termination of Your Account under this paragraph 13 we shall be entitled (without limiting our rights under paragraph 13.6) to withhold, from the repayment of the outstanding balance on Your Account, any monies (a) pursuant to paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity), (b) pursuant to paragraph 21 (Breach of the Terms of Use), (c) as otherwise provided by the Terms of Use (including, as appropriate, paragraph 5.4) or (d) as required by law or regulation.

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

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

CLOSURE AND TERMINATION BY US

12.6. We are, at any time (and notwithstanding any other provisions contained in the Terms of Use), entitled to close Your Account and terminate the Terms of Use on written notice (or attempted notice) to You using Your Contact Details. In the event of any such termination by us we shall, subject to paragraph 13.7, as soon as reasonably possible following a request by You, refund the balance of Your Account.

12.7. Where we close Your Account and terminate the Terms of Use pursuant paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 21 (Breach of the Terms of Use), the balance of Your Account will be non-refundable and deemed to be forfeited by You to the extent of any claim that we may have against You as at the date of such closure (whether under Your Account, and Duplicate Account or otherwise). Closure of Your Account and Termination of the Terms of Use, other than pursuant to paragraphs 12 or 21 of these General Terms, will not affect any outstanding bets, provided that such outstanding bets are valid and You are not in breach of the Terms of Use in any way. For the avoidance of doubt, we will not credit any bonuses into Your Account, nor will You be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms of Use, or in response to Your request).

12.8. The following paragraphs shall survive any termination of the Terms of Use: 20, 21, 22, 23, 24, 26, 27, 29, 30, 31, 32 and 35 and any other paragraphs which are required for the purposes of interpretation; together with any relevant sections of the Betting Rules, the Privacy Policy and the Additional Terms.

SUSPENSION BY US

12.9 We shall be entitled to suspend Your Account in the circumstances expressly set out in the Terms of Use. Upon the suspension of Your Account: (a) no activity shall be permitted (including deposits, withdrawals, betting or gaming) until the date upon which it is reactivated by us; (b) no bonuses or contingent winnings will be credited to the Account; and (c) we shall address the issue that has given rise to the Account suspension to resolve it as soon as reasonably practicable so that the Account can, as appropriate, either be re-activated or closed.

12.10. In the event of closure of Your Account because of gambling addiction (including but not limited to Paragraph 33) or if Your Account has been closed due to fraud (including but not limited to Paragraph 12) You acknowledge that You are prohibited from opening a new Account. We will not be liable if You manage to open a new Account, for such action nor any direct or indirect consequential damages. We shall have the right to close, at any time, a new Account opened in breach of the requirement stated herein.

13. ACCESS TO, AND USE OF, THE SERVICES

13.1. You are solely responsible for the supply and maintenance of all of the computer equipment and telecommunications networks and internet access services that You need to use in order to access the Services. We will not be liable in any way whatsoever for any

losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, Casinoisy does not make any representation or give any warranty as to the compatibility of the Services with any particular 3rd party software or hardware, including (for the avoidance of doubt) 3rd party analysis or 'Bot' programmes which promise certain results from any of the Services.

13.2. Under no circumstances should You use the Services 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. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, including other users, via the Website, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any Casinoisy staff used to provide the Services, Customer Services, or any helpdesk or support function which we make available to You.

13.3. You shall use the Website for personal entertainment only and shall not be allowed to provide access or reproduce the Website or any part of it in any form whatsoever without our express consent, including creating links to it.

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

13.4.1. you have obtained all necessary approvals, consents, licences and permissions required in respect of the Uploaded Content and that the reproduction of the Uploaded Content on the Website will not infringe the copyright, trademark, confidential information or any other intellectual property rights whatsoever of any third party;

13.4.2. the Uploaded Content will not contain any material in breach of paragraph 14.2 or any code in breach of clause 14.3;

13.4.3. the Uploaded Content will comply with all laws and regulations (including, in particular, those relating to data protection and privacy); and

13.4.4. Casinoisy is entitled to use and sub-licence the use of the Uploaded Content at its sole discretion.

13.5. Any material (other than Software under paragraph 16) downloaded by You from the Website shall be downloaded entirely at your own risk and Casinoisy shall not be liable in respect of any loss of data or other damage caused by any such download.

13.6. Where we have reason to believe that Your use of the Services is in breach of paragraphs 14.2, 14.3, 14.4 or 14.5 we shall, without prejudice to any of our other rights, be entitled forthwith to remove from the Website any offending content.

14. BETTING AND GAMING TERMS

14.1. Expressions used in the betting and gaming industry are numerous. Where appropriate, a glossary explaining the meaning of commonly-used betting and gaming

expressions is available through the Help pages in the Website. Should You be in any doubt as to the meaning of any expression, You should:

14.1.1. look up its meaning in the glossary in the relevant Help section relating to the event or game You are betting or gaming on;

14.1.2. If You are still in any doubt, contact Customer Services for clarification; and

14.1.3. not place any bet or game on any event until its meaning is understood to Your satisfaction, because we cannot accept any responsibility if You place a bet or game via the products offered via the Services in circumstances where You do not understand any of the terms involved in or relating to the bet or game.

15. ALTERATION OF THE WEBSITE

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

16. THIRD-PARTY SOFTWARE

16.1. It may be necessary to provide You with software ("Software") supplied by third parties to enable You to use the products offered through the Services, in particular our download Games products.

16.2. In such circumstances, You may be required to enter into a separate agreement with the owner in respect of Your use of such Software (a "Third Party Software Agreement"). In case of any inconsistency between the Terms of Use and any Third Party Software Agreement, the Terms of Use will prevail in so far as the inconsistency relates to the relationship between You and Casinoisy.

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

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

17. IT FAILURE

17.1. Where problems occur in the software or hardware used by us to provide the Services we will take all reasonable steps to remedy the problem as soon as practicable. Where such

problems cause a game to be interrupted in circumstances where it cannot be restarted from exactly the same position without any detriment to You or other players, we will take all reasonable steps to treat You in a fair manner (which may include reinstating the balance on Your Account to the position existing following completion of the last bet or game logged on Casinoisy's server immediately prior to the occurrence of the problem).

17.2. We do not accept any liability whatsoever for problems caused by the equipment which You or other players are using to access the Services, or faults relating to Your or their internet service provider.

18. ERRORS OR OMISSIONS

18.1. A number of circumstances may arise where a bet or wager is accepted, or a payment is made, by us in error. A non-exhaustive list of such circumstances is as follows:

18.1.1. where we misstate any odds or terms of a bet or gaming wager to You as a result of obvious error or omission in inputting the information or setting up a market, or as a result of a computer malfunction;

18.1.2. where we have made a 'visible error'. A notable error occurs where:

18.1.2.1 in relation to bets placed prior to an event taking place, the prices/terms offered are materially different from those available in the general market; or

18.1.2.2 in relation to any event, the price/terms offered at the time the bet is placed are clearly incorrect given the probability of the event occurring;

18.1.3. where we have continued to accept bets on a market which should have been suspended, including where the relevant event is in progress (except where 'in-running' bets are accepted) or had already finished (sometimes referred to as 'late bets');

18.1.4 where an error has been made as a result of a Prohibited Practice under paragraph 19.1;

18.1.5 where we should not have accepted, or have the right to cancel or re-settle, a bet pursuant to the Betting Rules (for example due to 'Related Contingencies');

18.1.6 where an error is made by us as to the amount of winnings/returns that are paid to You, including as a result of a manual or computer input error; or

18.1.7 where an error has been made by us as to the amount of free bets and/or bonuses that are credited to Your account, any such circumstances being referred to as an "Error".

18.2 We reserve the right to:

18.2.1 correct any Error made on a bet placed and re-settle the same at the correct price or terms which were available or should have been available through Casinoisy (absent the publishing error) at the time that the bet was placed and the bet will be deemed to have taken place on the terms which were usual for that bet; or

18.2.2 where it is not reasonably practicable to correct and re-settle under 18.2.1 above, to declare the bet void and return Your stake into Your Account; or

18.2.3 in circumstances where the Error has resulted from a Prohibited Practice, to take the steps set out in paragraph 12.4.

18.3. Any monies which are credited to your Account, or paid to you as a result of an Error shall be deemed, pending resolution under paragraph 19.2, to be held by You in trust for us and shall be immediately repaid to us when a demand for payment is made by us to You.

Where such circumstances exist, if You have monies in Your Account we may reclaim these monies from Your Account according to paragraph 7.4. We agree that we shall use all reasonable endeavours to detect any Errors and inform You of them as soon as reasonably practicable.

18.4. Neither we (including our employees or agents) nor our partners or suppliers shall be liable for any loss, including loss of winnings, that results from any Error by us or an error by You.

18.5. You shall inform us as soon as reasonably practicable should You become aware of any Error.

18.6. Where You have used monies which have been credited to Your Account or awarded to You as a result of an Error to place subsequent bets or play games, we may cancel such bets and/or withhold any winnings which You may have won with such monies, and if we have paid out on any such bets or gaming activities, such amounts shall be deemed to be held by You on trust for us and You shall be immediately repaid to us when a demand for payment is made by us to You.

19. EXCLUSION OF OUR LIABILITY

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

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

19.3. SAVE AS PROVIDED IN OUR BETTING RULES AND SUBJECT TO PARAGRAPH 19.5, OUR MAXIMUM LIABILITY (INCLUDING THAT OF OUR PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARISING OUT OF YOUR USE OF THE SERVICES (OR ANY PART OF THE SERVICES AND WHETHER UTILISING THE WEBSITE), WHETHER SUCH LIABILITY ARISES UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO:

19.3.1. (WHERE OUR LIABILITY RELATES TO A BET OR STAKE) THE AMOUNT OF THE BET OR STAKE PLACED BY YOU IN RESPECT OF WHICH OUR LIABILITY HAS ARISEN;

19.3.2. (WHERE OUR LIABILITY RELATES TO THE MISAPPLICATION OF FUNDS) THE AMOUNT OF MONEY IN YOUR ACCOUNT THAT HAS BEEN MISPLACED BY US; AND

19.3.3. (IN RESPECT OF ANY OTHER Casinoisy LIABILITY) ONE THOUSAND EURO (1,000 EURO).

19.4. WE (INCLUDING OUR PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) SHALL NOT BE LIABLE TO YOU, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN RESPECT OF ANY:

19.4.1 LOSS OF DATA;

19.4.2 LOSS OF PROFITS

19.4.3 LOSS OF REVENUE;

19.4.4 LOSS OF BUSINESS OPPORTUNITY;

19.4.5 LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;

19.4.6 BUSINESS INTERRUPTION; OR

19.4.7 ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, EVEN WHERE SUCH LOSS OR DAMAGE HAS BEEN NOTIFIED TO US AS BEING POSSIBLE, ARISING OUT OF THE TERMS OF USE OR ANY USE WHATSOEVER BY YOU OF THE SERVICES.

19.5. Nothing in the Terms of Use will operate so as to exclude any liability which we may have in respect of:

19.5.1. fraud (including fraudulent misrepresentation); or

19.5.2. death or personal injury caused by our negligence.

20. BREACH OF THE TERMS OF USE

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

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

20.1.2. any breach by You of any of the terms and provisions of the Terms of Use.

20.2. Where You are in breach of the Terms of Use, we may, prior to any suspension or termination of Your Account notify You (using Your Contact Details) that You are in breach, requiring You to stop the relevant act or failure to act, and/or requiring You to put right an act or fault on Your part; and warning You of our intended action if You do not do so, provided

always that such notification shall not be a precondition to any suspension or termination of Your Account.

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

20.4. In addition to any other remedy available, if You breach any of the Terms of Use we shall be entitled to recover from Your Account any positive balance then existing to the extent of any amount reasonably claimed against you pursuant to paragraph 21.1.

21. INTELLECTUAL PROPERTY RIGHTS

21.1. All website design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software and all other material contained forming any part of the Services are subject to copyright and other proprietary rights which are either owned by us or used under licence from third party rights owners. To the extent that any material contained within the Services may be downloaded or printed then such material may be downloaded to a single device only (and hard copy portions may be printed) solely for Your own personal and non-commercial use.

21.2. Under no circumstances shall the use of the Services grant to You any interest in any intellectual property rights (for example copyright, know-how or trade marks) owned by us or by any third party whatsoever, other than a personal, non-exclusive, non-sub-licensable licence to use such intellectual property rights in connection with Your personal, non-commercial use of the Services pursuant to the Terms of Use.

21.3. No rights whatsoever are granted to use or reproduce any trademarks or logos which appear on the Website except as specifically permitted in accordance with the Terms of Use.

21.4. You must not, nor must You allow any other person to copy, store, publish, rent, licence, sell, distribute, alter, add to, delete, remove or tamper with the Website or any part of it in any way or directly or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter the Website, other than in the course of viewing or using the Website in accordance with the Terms of Use.

21.5. All intellectual property rights in the name "Casinoisy", the logos, designs, trademarks and other distinctive brand features of Casinoisy and any content provided by Casinoisy or any third party for inclusion on the Website vest in Casinoisy or the applicable third party. You agree not to display or use such logos, designs, trademarks and other distinctive brand features in any manner without our prior written consent.

22. VIRUSES, HACKING AND OTHER OFFENCES

22.1. You shall not:

22.1.1. corrupt the Website;

22.1.2. attempt to gain unauthorised access to the Website, the servers on which the Website is stored or any server, computer or database connected to the Website;

22.1.3. flood the Website with information, multiple submissions or "spam";

22.1.4. knowingly or negligently use any features which may affect the function of the Website in any way for example (but not limited to) releasing or propagating viruses, worms, trojans, logic bombs or similar material that is malicious or harmful;

22.1.5. interfere or tamper with, remove or otherwise alter in any way, any information in any form which is included on the Website;

22.1.6. attack the Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any suspected breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.

22.2. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Website or to Your downloading of any material posted on such Website, or on any website linked to the Website.

23. YOUR PERSONAL INFORMATION

23.1. All information on Your Account held by us is securely data warehoused and remains confidential except where otherwise stated in the Terms of Use (including, for the avoidance of doubt, the Privacy Policy).

23.2. We are required by law to comply with data protection requirements in the way in which we use any personal information collected from You in Your use of the Services. We therefore take very seriously our obligations in relation to the way in which we use Your personal information.

23.3. When You use the Services it will be necessary for us to collect certain information about You, including Your name and date of birth, Your Contact Details, and may also include information about Your marketing preferences (all of which shall be known as "Your Personal Information").

23.4. By providing us with Your Personal Information, You consent to our processing Your Personal Information, including any of the same which is particularly sensitive:

23.4.1. for the purposes set out in the Terms of Use (including the [Privacy Policy](#));
and

23.4.2. for other purposes where we need to process Your Personal Information for the purposes of operating the Services, including by sharing it with our service providers and agents for these purposes, for example to our providers of postal services, marketing services and customer services agents. We may also disclose Your Personal Information in order to comply with a legal or regulatory obligation.

23.5. We will retain copies of any communications that You send to us (including copies of any emails) in order to maintain accurate records of the information that we have received from You.

24. USE OF 'COOKIES' ON THE WEBSITE

24.1. The Website uses 'cookies' to track Your use of the internet and to assist the functionality of the Website. A cookie is a small file of text which is downloaded onto Your computer when You access the Website and allows us to recognise it when You come back to the Website. We use cookies for the operation of the Website, including (for example) to allow You to remain logged in as You browse between, and use Your Account to bet on or play games on, different parts of the Website. We also use cookies for our own analytical purposes so that we can identify where customers have encountered technical problems on the Website, and therefore help us improve our customers' experience.

24.2. If You object to cookies or want to delete any cookies that are already stored on Your computer, we recommend that You follow the instructions for deleting existing cookies and disabling future cookies on Your file management software. Further information on deleting or controlling cookies is available within our **Privacy Policy** or at www.aboutcookies.org. Please note that by deleting our cookies or disabling future cookies You may not be able to access certain areas or features of the Website.

25. COMPLAINTS AND NOTICES

25.1. No claim or dispute with regard to:

25.1.1. the acceptance or settlement of a bet which You have made using the Services will be considered more than 30 days after the date of the original transaction; and

25.1.2. a game which You have played using the Services will be considered more than 12 (twelve) weeks after the date on which the relevant transaction or game play took place.

25.2. Should You wish to make a complaint regarding the Services, as a first step You should as soon as reasonably practicable contact Customer Services about Your complaint, which will be escalated as necessary within our Customer Service team until resolution.

25.3. If there is a dispute arising from the Terms of Use which cannot be resolved by Customer Services having been escalated in accordance with paragraph 26.2 You can request that the matter be addressed by a manager or supervisor. We will endeavour to resolve the matter to your satisfaction either immediately or by contacting You subsequently.

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

25.5. When we wish to contact You, we may do so using any of Your Contact Details.

Notices will be deemed to have been properly served and received by You immediately after an email is sent or after we have communicated with You directly by telephone (including where we leave You a voicemail), or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such

letter was properly addressed, stamped and placed in the post; and in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

26. TRANSFER OF RIGHTS AND OBLIGATIONS

26.1. We reserve the right to transfer, assign, sublicense or pledge the Terms of Use (an "assignment"), in whole or in part, to any person without notice to You, provided that any such assignment will be on the same terms or terms that are no less advantageous to You.

26.2. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under the Terms of Use.

27. EVENTS OUTSIDE OUR CONTROL

27.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms of Use that is caused by events outside our reasonable control, including (without limitation) any telecommunications network failures, power failures, failures in third party computer (or other) equipment, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities (a "Force Majeure Event").

27.2. Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

28. WAIVER

28.1. If we fail to insist upon strict performance of any of Your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

28.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.

28.3 No waiver by us of any of the provisions of the Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with paragraph 26 (Complaints and Notices) above.

29. SEVERABILITY

29.1. If any of the Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

29.2. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, Casinoisy's original intent.

30. ENTIRE AGREEMENT

30.1. The Terms of Use and any document expressly referred to in them represent the entire agreement between You and us and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

30.2. We each acknowledge that neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in the Terms of Use.

30.3. Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in the Terms of Use.

31. LAW AND JURISDICTION

31.1. These Terms of Use shall (subject to paragraph 24.2) be governed by and interpreted in accordance with the laws of Curacao, Netherlands Antilles.

31.2. The courts of Curacao, Netherlands Antilles shall have non-exclusive jurisdiction over any disputes arising out of the Terms of Use.

32. RESPONSIBLE GAMING/GAMBLING

32.1. For those customers who wish to restrict their gambling, we provide a voluntary self-exclusion policy, which enables You to close Your Account or restrict Your ability to place bets or game on the Website for a minimum period of six months. You can ask that the restriction lasts for a period of up to five years. Once Your Account has been self-excluded You will be unable to reactivate the Account under any circumstances until the expiry of the period chosen under this paragraph. At the expiry of the self-exclusion period You will be entitled to re-commence use of the Services by contacting Customer Services or by opening a new account.

32.2. If You require any information relating to this facility please speak to Customer Services through the Help tab or view our Responsible Gaming section.

32.3. We will use our reasonable endeavours to ensure compliance with self-exclusion. However, self-exclusion requires the joint commitment of both You and Casinoisy. During the self-exclusion period You must not attempt to try to open new accounts and You accept that we have no responsibility or liability whatsoever if You continue gambling and/or seek to use the Website and we fail to recognise or determine that You have requested self-exclusion in circumstances which are beyond our reasonable control including, but not limited to, You opening a new account, gambling in an LBO or over the telephone rather than over the internet or using a different name or address.

32.4. Casinoisy is committed to supporting Responsible Gambling initiatives.

32.5. Any self-exclusion implemented in terms of Clause 33.1 above are offered: (a) For all the games offered by us; and (b) Across all the means by which we provide the Services.

Since we require separate player registration, where we operate multiple brands (websites operated by us and/or our Group), we will ensure self-exclusion to be implemented to Your activity on the brand on which You have requested self-exclusion, and Your requested self-exclusion shall be applicable to that individual brand.

You are not entitled to open a new Account if You have had already an Account closed by us at any of the websites operated by us and/or our Group or at Your request under Paragraph 33 (Responsible Gaming/Gambling), though we do not take responsibility if You have attempted and succeeded to open a new Account due to circumstances mentioned in Clause 33.3.

32.6. We will use our reasonable endeavours to ensure compliance with self-exclusion. However, self-exclusion requires the joint commitment of both You and us. During the self-exclusion period You must not attempt to try to open new accounts and You accept that we have no responsibility or liability whatsoever if You continue gambling and/or seek to use the Website and/or any of the websites operated by us and/or our Group, and we fail to recognise or determine that You have requested self-exclusion in circumstances which are beyond our reasonable control including, but not limited to, You opening a new account, using a different name or address, etc.

33. LINKS

Where we provide hyperlinks to other websites, we do so for information purposes only. You use any such links at your own risk and we accept no responsibility for the content or use of such websites, or for the information contained on them. You may not link to this site, nor frame it without our express permission.

34. CONTACTING US

Casinoisy can be contacted at the addresses given in paragraph 2.1 above; by e-mail at the address on the "Contact Us" page.

35. DATA PROTECTION AND PRIVACY POLICY

You hereby acknowledge and accept that it is necessary for us to collect and otherwise use your personal data in order to allow you access and use of the Websites and in order to allow you to participate in Games or Bets.

We hereby acknowledge that in collecting your personal details as stated in the previous provision, we are bound by the Data Protection Act. We will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.

We will use your personal data to allow you to participate in the Games and Bets and to carry out operations relevant to your participation in the Games or Bets. We may also use

your personal data to inform you of changes, new services and promotions that we think you may find interesting. If you do not wish to receive such direct marketing data, you may opt out of such service (please log in to your Casinoisy account / edit profile in order to opt out). If you wish to opt-in again and receive any kind of marketing material by contacting Customer Support.

Your personal data will not be disclosed to third parties unless such disclosure is necessary for the processing of your requests in relation to your participation in the Games or Bets; or unless it is required by law; or unless we must do so in order to responsibly fulfill anti-fraud and anti-money laundering obligations to which we are subject. As Casinoisy's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Website and product offering, personal data may be disclosed to them. Employees of Casinoisy, in specific Customer support, the payment team and other employees shall also have access to your personal data for the purpose of executing their duties and providing you with assistance and the Service. In order to provide you with an efficient service, we and/or our service providers may transfer your personal data from one country to another world-wide. If we transfer data outside/inside the European Economic Area we will comply with the transfer protocols required by EU law. You hereby consent to such disclosures and to such transfers of data as set out in this paragraph.

We shall keep all information provided as personal data. You have the right to access personal data held by us about you. No data shall be destroyed unless required by law, or unless the information held is no longer required to be kept for the purpose of the relationship.

In the processing of your betting account and associated transactions, we may have recourse to credit rating agencies, fraud detection agencies, and anti-money laundering agencies. These agencies may keep a record of your information. You hereby consent to such disclosures and to the keeping of such records by third parties.

In order to make your visit to the Websites more user-friendly, to keep track of visits to the Websites and to improve the service, we collect a small piece of information sent from your browser, called a cookie. You can, if you wish, turn off the collection of cookies (please refer to your browser instructions as to how to do this). You must note, however, that turning off cookies may restrict your use of the Websites. For more information, please refer to our Cookie Policy Document.

We may contact you periodically by email, telephone or other forms of mobile-based communication with offers and promotions from other Casinoisy which are operated by and under the licenses of Casinoisy. You hereby consent to such contact.

Calls may be recorded and used for training purposes. We can disclose the content following receipt of an order by any regulatory or government authority to do so, or under any provision in the Governing Law. Calls and electronic communications are stored for one year and then deleted from the system.

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