

# **Terms and Conditions**

## **1. Introduction**

1.1. By visiting vavada.com (hereinafter referred to as “the Website”) and/or by using any of its sections, as well as by creating an account on the Website, you agree to abide by the following: the Website’s Terms and Conditions, its Privacy Policy, Responsible Gaming Policy, the rules of every game, all terms and conditions for placing and distributing advertisements on the Website, and all terms and conditions for special offers and bonuses available on the Website at any time. The rules and regulations listed above are hereinafter referred to as the “Terms of Use”. Please read the Terms of Use carefully before accepting them. If you disagree with any of these terms and/or you are self-excluded from gaming, do not create an account and do not use the Website or stop using it immediately. You access the Website and use it under the condition that you fully accept the above conditions and will abide by them. These Conditions take effect on January 1, 2017.

## **General Terms and Conditions**

## **2. Parties to the Agreement**

2.1. All information on the Website is provided by the service provider for the Website, Vavada B.V., Hanchi Snoa 19, Trias Building, Curacao (postal address: Hanchi Snoa 19, Trias Building, Curacao). Portions of the Terms of Use that contain the pronouns “we”, “us”, “our”, or the word “Company” are not related to the aforementioned company with which you are entering into an agreement.

## **3. Changes to the Terms of Use**

3.1. The Company reserves the right to change, modify, or update any part of the Terms of Use for a number of reasons, including commercial reasons, legal reasons (to comply with new laws and/or regulations), or reasons related to customer service. Updates to the Terms of Use, as well as their effective dates, are available on the Website. We will notify you of changes, additions, or updates to the Terms of Use by posting the latest version of them directly on the Website. The Player is solely responsible for understanding all of these Terms of Use. We encourage players to check these updates regularly. The Company has the right, without prior notice and at its sole discretion, to make changes to the operating system of the Website, as well as to the terms of service or to the software. In addition, in accordance with current legislation, the Company has the right to make changes to the requirements for accessing the Website or using its services.

3.2. If you disagree with the aforementioned changes, you may stop using the Website and/or close your account in accordance with clause 17 of these

Terms of Use. Your continued use of any part of the Website after any change to these Terms of Use will automatically constitute your acceptance of such changes to the Terms of Use, including any additions, deletions, replacements, or other changes to the Company identification information as stated in clause 2.1 of these of the Terms of Use, regardless of whether or not you have received or read the relevant notices regarding revision of the Terms of Use.

## **4. Legal Regulations**

4.1. If you are under the age of 18 or under the legal age for participating in gambling in accordance with the laws of the jurisdiction applicable to you (“Eligible Age”), you may not use the services provided on the Website. By using the services available on the Website, a person who has not reached the Eligible Age violates the Website’s Terms of Use. We reserve the right to request proof of age from you at any time in order to ensure that individuals who have not reached the Eligible Age, as stipulated by the laws of the country in which they reside, do not use the services provided by the Website. The Company has full legal grounds for closing your account and/or refusing to provide services if no proof of age is provided or if the Company suspects that a person under the legal age is using the Website.

4.2. In some jurisdictions, online gambling may be prohibited by law. In this case, you understand and accept the fact that the Company will never and under no circumstances give you legal advice and/or guarantee the legality of using the services offered by the site. It is important to keep in mind that the Company does not claim that using the Website’s services is legal under the laws and regulations of your jurisdiction. Your use of the Website is at your sole judgment and discretion, and you are responsible for determining whether your use of the services offered by the Website is legal under the laws and regulations of your jurisdiction.

4.3. The Company does not intend to provide you with services that are outside the laws and regulations of your jurisdiction. You hereby represent, warrant, and agree to ensure that your use of the services offered by the Website complies with the applicable laws and regulations of your jurisdiction. The Company is not responsible for any illegal or unauthorized use of the services offered by the sites.

4.4. In addition, you are prohibited from creating an account with the Company and/or making a deposit if you reside in the United Kingdom, Germany, Georgia, the Netherlands, the Caribbean islands of: Bonaire, Sint Eustatius, Saba, as well as Curaçao, Aruba, Saint Martin, Sint Maarten, Portugal, Slovakia, the United States of America, France, Austria, Belgium, Sweden, North Korea, Iran, Myanmar, Cuba, Syria, Slovenia, Afghanistan, American Samoa, Barbados, Botswana, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Democratic Republic of the Congo, Eritrea, Ethiopia, Fiji, Gabon, Guam, Lebanon, Libya, Mali, Mozambique, Nicaragua, Nigeria, Pakistan, Palau, Palestine, Samoa, Senegal, Somalia, South Sudan, Sudan, Trinidad and Tobago, Uganda, Venezuela, Yemen, Zimbabwe, Switzerland, Cyprus, Lithuania, Spain, non-government controlled territory

of Ukraine and disputed territories that are not internationally recognised: Abkhazia, South Ossetia, Crimea, Transnistria, etc. The merchant service company (vavada.com) will not process transactions for customers from restricted areas. The Company has the right to change the list of jurisdictions without prior notice. In turn, you accept the obligation to not open an account and/or to not use it if you are located within the territory of one of the aforementioned jurisdictions.

4.5. You are solely responsible for all taxes and fees on any winnings paid out to you as a result of using the services offered by the Website. If your winnings or losses are subject to taxation by local tax, legislative, or other institutions, then you are responsible for reporting them to the appropriate authorities.

## **5. Opening an Account**

5.1. In order to use the services provided by the Website, you must create an account (hereinafter referred to as the "Personal Account"). To do so, enter your email address or phone number and a password that will be used in the future to log on to the system, as well as to access certain personal information (your date of birth, name, and phone number).

5.2. By registering on the Website, you agree to provide accurate, complete, and true personal information. You are required to notify us of any changes to your personal information. Failure to comply with this requirement may result in restrictions, rejection of transactions (on winnings, bonuses, etc.) and/or termination of your Personal Account.

5.3. To verify your personal information, the Company reserves the right to request identification documents and/or request identification via video. The Company reserves the right to suspend your Personal Account until the required documents are provided and/or completely terminate your account if you do not provide the requested documentation to the Company.

5.4. If you have any questions or encounter any problem related to registration or updating personal data, please contact the online customer support or send an email to [admin@vavada.net](mailto:admin@vavada.net).

5.5. Under these Terms of Use, you may open only one account on the Website. Only one account per player, home address, IP address, postal address, computer, or other device is allowed. All other accounts registered by you on the Website are "Duplicate Accounts". The Company reserves the right to immediately delete Duplicate Accounts.

5.6. The Casino does not accept requests for the return of any money and/or initial deposits from a duplicate game account if it was opened with the intention to receive bonuses and/or other promotional offers from the Casino or to withdraw the initial deposit placed by the Player. Furthermore, if the Casino determines that a duplicate game account has been created with the intent to defraud the Casino, the original deposits will not be returned to the Player.

5.7. When registering on the Website, users agree to receive correspondence from it and agree to receive text messages, email newsletters, and other forms of promotional notifications. The Website uses player information for promotional purposes. We respect the privacy of our clients. Players who do not wish to receive promotional materials can opt out of receiving text and email messages at any time by contacting the operator.

## **6. Verifying Your Identity; Requirements for Money Laundering Prevention**

6.1. In consideration of the right to use all the services of the Website granted to you, you warrant, represent, and agree to the following:

6.1.1. You are the legal owner of all funds deposited in your Personal Account. All information provided by you during the registration process or while using the services of the Website, as well as in all transactions that require depositing money, is accurate, current, and fully matches the name(s) on the credit and/or debit cards and other payment accounts used to deposit or withdraw funds from your Personal Account.

6.1.2. You are fully aware of the risks of losing money when using the services provided by the Website, and you assume responsibility for such losses. You agree that the use of the Website's services is at your sole judgment and discretion, and at your own risk. You may not file any claims against the Company in connection with your losses.

6.1.3. You fully understand the Website's operating procedures, its methods of providing services, and the rules of the games offered by the Website. You understand that it is your responsibility to provide accurate betting and gaming information. You will not take actions that could damage the Company and its reputation.

6.2. By accepting these Terms of Use, you hereby authorize us to perform, at our sole discretion, periodic checks upon request of third parties (including regulatory authorities) and/or to verify your identity and contact information (hereinafter referred to as "Verification").

6.3. During such verifications, the Company may restrict withdrawals from your account.

6.4. Providing incomplete, false, inaccurate, and/or misleading information is considered a breach of contract. In this case, at our sole discretion, in addition to any other actions, we reserve the right to immediately terminate your Personal Account and/or deny you further use of Website services and/or withhold all funds in your Personal Account.

6.5. If we are unable to verify that you have reached the Eligible Age, we have all legal grounds to terminate your Personal Account on the Website. If we discover that you have not reached the Eligible Age at the time of playing,

6.5.1. Your Personal Account will be terminated;

6.5.2. All transactions made during this period of time will be declared void, and all relevant funds deposited by you to your Personal Account will be returned;

6.5.3. It will not be possible to refund funds not deposited through the Website and/or through the website of the provider of payment processing services;

6.5.4. All bets placed by you during this period of time will be canceled and refunded; in addition,

6.5.5. The sum of all winnings collected by you during the period when you have not yet reached the Eligible Age will be forfeited, and you must, upon our request, return to us the funds withdrawn from your account during that period of time;

6.5.6. If the date of birth you set in your Personal Account is not your true date of birth, no refunds of spent funds will be possible.

6.6. Politically Exposed Person (PEP). Taking risk factors into consideration, the company must take action in order to respond to any attempt to gamble by an authorized Politically Exposed Person, i.e. any person who holds a significant public office with access to public means or a position of influence (or who held such a position at any time during the previous year). Politically Exposed Persons include easily identifiable relatives and colleagues of such individuals. A risk-based approach must be applied based on the value and scale of gambling and the location of such customers.

While we respect and protect the privacy of our customers, we are committed to conducting thorough due diligence. As part of an enhanced customer due diligence policy, our Know Your Customer (KYC) policy is based on the principles of partnership: if we know and understand our customers, they know and understand us. In the case of enhanced customer due diligence, customers may be asked to provide the documents listed below in order to comply with our KYC policy (a copy of their passport and a utility bill or bank statement). In the case of violation of the KYC policy, the Company reserves the exclusive right to unilaterally reject the application of any client and/or to halt further provision of services without any statement or explanation to the client.

## **7. Security, Password, and Username**

7.1. You must not disclose (intentionally or accidentally) your username and password to anyone else. If you have forgotten your Personal Account details, you can recover your password by clicking on the “Forgot password” link located underneath the login window.

7.2. You assume sole responsibility for non-disclosure of your Personal Account password, as well as for all actions and transactions made in your

Personal Account. In addition, you are responsible for all losses in your Personal Account caused by the actions of third parties.

7.3. You agree to notify the Company as soon as possible of any breach of security that you become aware of and/or of any unauthorized access to your Personal Account. You agree to provide evidence of unauthorized access upon the Company's request. In any case, the Company shall not be liable for any losses incurred by you as a result of unauthorized use of your personal information, such as username and password, by others, or as a result of unauthorized access to your Personal Account, regardless of the circumstances, with or without your knowledge.

## **8. Game Rules and Betting on the Website**

8.1. It is your responsibility to ensure that all of the information regarding the transaction you are making is correct before placing and confirming a bet while playing.

8.2. Withdrawal transaction history can be accessed by clicking on the "Withdrawal Request" link on the Website.

8.3. The Company reserves the right to reject, in whole or in part, any transaction you have requested through the Website, at its sole discretion, if you have violated the Terms of Use. No transaction can be considered accepted until you receive confirmation from us that the transaction has been successfully completed. If you have not received confirmation that your transaction has been accepted, contact our support team.

8.4. You may request cancellation of a bet by sending a request via email to the Website's support team.

## **9. Account Deposits and Withdrawals**

9.1. In order to play on the Website, you must deposit a certain amount in your Personal Account.

9.2. You guarantee to the Company that:

9.2.1. The funds you have deposited into your account have not been derived from any activity that is prohibited and/or criminal, and/or illegal;

9.2.2. Any funds deposited to your account belong to you, and that no third party has the right to claim these funds.

9.3. You can deposit money only from accounts/systems and/or credit cards registered in your name, as the Company does not accept contributions from third parties (for example, relatives, friends, spouses, and/or partners). If our security check reveals a violation of this requirement, all winnings will be forfeited and returned to us.

9.4. If a bank transfer is requested in order to provide a refund to the rightful owner, the recipient is responsible for all costs and bank fees.

9.5. The Company does not accept cash sent to us. The Company reserves the right to use the services of third parties and/or financial institutions to process electronic payments, but only if the regulations of such organizations and/or financial institutions do not conflict with the provisions of these Terms of Use. You automatically agree to be bound by such regulations.

9.6. Due to the nature of the service, no refunds will be issued. You agree to not reverse any transactions made by you, to not request any refunds or cancellations of payments, and to not cancel any deposits made to your Personal Account. You also agree to reimburse the Company for any unpaid fees, as well as any expenses incurred by the Company in the process of receiving your funds.

9.7. In the event of a suspicious or fraudulent payment, including the use of stolen or lost credit cards and/or any other fraudulent activity (including chargebacks and payment cancellations), we reserve the right to block your account, reverse any payouts made, or void winnings. We reserve the right to report any fraud or illegal activity to the appropriate authorities and/or law enforcement agencies (including credit reporting agencies). We may use debt collection agencies to recover payments. The Company is not responsible for any unauthorized use of credit cards, regardless of whether or not the credit card has been stolen.

9.8. The Company reserve the right to at any time charge any active balance on your account to pay off the amount you owe the Company as a debt, including canceled bets or wagers in accordance with clauses 5.5 ("Duplicate Accounts"), 15 ("Fraud, Abuse, Collusion, and Criminal Activity"), or 21 ("Errors and Omissions").

9.9. You understand and agree that the Personal Account is not a bank account and, therefore, cannot be insured, guaranteed, or otherwise protected by bancassurance, deposit insurance, or any other similar system. No interest is accrued on the money deposited to your Personal Account.

9.10. You agree to pay for services ordered by you through the Website, as well as, if necessary, additional costs, including but not limited to taxes, fees, etc. You are solely responsible for the timely payment of all fees. Payments are made through the payment system in the amount indicated on the Website, and the Website is not responsible for any additional user fees as listed above. Payment can be considered irrevocably processed and completed after clicking the "Pay" button. By clicking the "Pay" button, you agree that you will not void the payment and will not demand its cancellation. By placing an order on the Website, you state that you are not violating the laws of any country. As a cardholder, you accept the terms of these Terms of Use and, you state that you have the right to use the goods and services offered on the Website. When using specific services on the Website, such as gambling, you provide legal evidence that you have reached the legal age for using the Website as allowed in your jurisdiction. By using the Website's services, you automatically assume legal responsibility to comply with the laws of the country in which these services are being used, and you acknowledge that the service provider is not

responsible for unauthorized use or for illegal activities and violations. By using the services of the Website, you give your consent to the payment system to process your payment. There are no refunds on goods and/or services already purchased and there are no chargebacks. If you would like to opt out of using the service for your next purchase of goods and/or services, you should use your Personal Account on the Website to opt out of the service. The payment system is not responsible in any way for payment rejections or payment processing failures associated with a customer's credit card, or for any failures of the issuing bank to process payments and debit your credit card. The payment system is not responsible for the quality, quantity, or cost of goods and services purchased by you on the Website using your credit card. When you pay for goods and services on any Website, you are responsible for complying with the Website's Terms of Use. Please note that you, as the cardholder, are solely responsible for the timely payment of goods and services ordered through the Website, as well as for any additional costs/fees. As the payment service provider, the payment processing system is not responsible for pricing policies, overall prices, and/or total amounts. If you do not agree with the above terms and/or do not wish to proceed for any other reason, do not proceed to payment and, if necessary, contact the Website administrator or customer support.

9.11. You have the right to submit a withdrawal request from your account at any time provided that

9.11.1. All payments made to your account have been reviewed and verified as successful, and none of the payments have been charged back or reversed;

9.11.2. All verification activities referred to in clause 6 have been duly completed.

9.12. When you request a withdrawal, you must take into account the following:

9.12.1. Your profile must be complete with all of the required information;

9.12.2. Funds can only be withdrawn through the same method that was used to deposit them into your account on the Website;

9.12.3. Contributions made through a MasterCard credit card will be processed using alternative payment methods;

9.12.4. If the requested amount exceeds one thousand US dollars (or in cases requiring verification), you must complete the identification procedure by sending us a copy or digital photograph of an identity document (a page with a photo), such as a passport, ID card, or a utility bill for verifying your address (except for your mobile phone bill). If you are making a deposit to your account using your credit card, you must send us a copy of both sides of the card. The first six digits and the last four digits of the card number must be clearly visible (if you have an embossed card number, the front and back of the card must have the same numbers); the CVV2 code must be covered;



9.12.5. The Company may withhold 10% (not less than US\$0.50) of the amount withdrawn if the money transferred to the player's account (total bets) is less than three times the total sum of deposits. The Company withholds 20% of the amount requested for withdrawal if the funds were deposited with a credit card;

9.12.6. Current payout limits depending on your status:

<b>Status</b>	<b>Per day (USD)</b>	<b>Per week (USD)</b>	<b>Per month (USD)</b>
Beginner	1,000	5,000	10,000
Player	1,000	5,000	10,000
Bronze	1,500	7,000	15,000
Silver	2,000	12,000	20,000
Gold	5,000	20,000	30,000
Platinum	10,000	50,000	100,000

Payouts in cryptocurrencies are limited to US\$1,000,000 per month.

9.12.7. The established limits on payments are valid on weekdays. On weekends or holidays, a US\$2,000 per day limit cannot be exceeded. If the winnings payout exceeds US\$10,000, the Company reserves the right to divide the payout into monthly installments, starting at US\$10,000. The company does not pay interest on its existing obligations. These terms and conditions do not apply to jackpot winnings offered on the Website;

9.12.8. You, in turn, agree to the withdrawal schedule. Payouts are made around the clock, taking between a few minutes and 24 hours from the moment that a withdrawal request is submitted. The Company is not responsible for payment processing delays after the request has been processed by our managers.

9.13. When funds are transferred using the services of a mobile phone service provider, the payment cannot be made earlier than 2-3 weeks after the receipt of the latest deposit to your account due to fraud control procedures.

9.14. The Company may charge a fee in the amount of the expenses incurred by the Company in relation to your withdrawal of money that was not used for games.

## **10. Bonus Money**

10.1. At vavada.com, a 100% First Deposit Bonus is available on a permanent basis for all new Players. The First Deposit Bonus applies only to the first deposit of the Player; it is equal to 100% of the amount of the first deposit. Bonus money rewards are equivalent to real money that the user receives from the casino on a free and gratuitous basis. Cash bonuses are used only inside the casino, and can be withdrawn after the wagering requirements x35 are met. Wagering the bonus is only possible in slot games, the use of the bonus funds in other games will lead to cancellation of

funds in the Player's account. Moreover, when requesting a withdrawal of funds, any unclaimed First Deposit Bonus is voided.

10.2. You may use the self-service interface in the player's profile at any time to activate the bonus or to turn it down.

10.2.1. When you activate the bonus:

- The bonus amount is added to your bonus balance and kept separate from your cash balance.
- When you place a bet, it is deducted from your cash balance. In the event that there are insufficient funds on your cash balance, the bet is deducted from your bonus balance.
- All winnings are credited to your bonus balance and cannot be withdrawn until the bonus wagering requirements are met. The bonus itself also cannot be withdrawn until the bonus wagering requirement is completed.
- When the wagering requirements are met, the amount of funds on your bonus balance that is associated with an active bonus is transferred to your cash balance and can be withdrawn at any time.
- Unclaimed bonuses do not impose restrictions on the withdrawal of funds from a real (cash) account. However, if funds are withdrawn, all active bonuses on the bonus account for which wagering requirements have not been made are forfeited (voided).

10.2.2. You can cancel the bonus at any time. When the bonus is canceled, the funds on this account are forfeited (voided).

10.3. In cases where the winnings are formed by betting bonus money, the payout of the winnings shall not exceed 10 times the size of the accrued bonus.

## **11. Your Cash Balance and Your Bonus Balance**

11.1. You may not withdraw funds from your bonus balance. When you deposit your personal funds, they will be added to your "cash balance". You can withdraw any amount from the cash balance, but in doing so you will lose the remaining amount on your bonus balance. Please note: by creating a withdrawal request, you automatically forfeit all activated bonuses. Even if your payment request is rejected for one reason or another, the balance will not be restored!

11.2. Please make sure that you have carefully read all the terms and conditions related to bonuses.

11.3. Please note that once you have accepted a casino bonus and, by using the bonus, collected winnings in excess of \$5,000, we reserve the right to limit such claims to a maximum of \$5,000 in any seven-day period.

11.4. The minimum deposit amount: 50 RUB, 1 EUR, 1 USD, 20 UAH, 300 KZT, 5 BRL, 7 TRY, 20 MXN, 5 PLN, 400 HUF, 2 BGN, 10 SEK, 130 JPY, 1,300 KRW, 2 AUD, 10 NOK, 5 RON, 3 BYN, 1 CAD, 12,500 UZS, 3 AZN.

11.5. The minimum withdrawal amount: 1,000 RUB, 15 EUR, 15 USD, 385 UAH, 5,700 KZT, 75 BRL, 150 TRY, 300 MXN, 68 PLN, 5,700 HUF, 29 BGN, 150 SEK, 2,000 JPY, 20,000 KRW, 30 AUD, 150 NOK, 75 RON, 50 BYN, 30 CAD, 60,000 UZS, 50 AZN.

## **12. Wager**

12.1. A wager is the amount of bets that a player needs to make in order to receive bonus money and to enable subsequent withdrawal.

12.2. A wager on a deposit is the amount of bets that a player needs to make in order to enable subsequent withdrawal of funds. Vavada casino has a 3-time wagering requirement on deposit.

## **13. Cash Back**

13.1. You will never incur catastrophic losses playing at the vavada.com online casino. Our players are insured against large losses by the cashback function.

13.2. Cashback provides compensation in the amount of 10% of the amount of money lost during the entire time from the moment of registration. The amount of loss is calculated as the difference between the total amount of bets and winnings. If the winnings exceed the total amount of bets, then no cashback is provided. Payment is made automatically on the 1st day of each month. The cashback calculation formula is as follows: (all debits - all credits) x 10% - total amount of cashback previously paid.

13.3. The cashback is credited to the player on the condition that the amount of bets exceeds the amount of winnings for the reporting period. The reporting period is counted from the date of accrual of the last cashback.

13.4. You can activate cashback or decline it at any time through the self-service interface in the player's profile. When cashback is activated, the amount is credited to the bonus balance and all subsequent bets are taken into account in wagering. You can withdraw cashback by wagering 5x.

13.5. The validity period of non-activated cashback is 14 days.

## **14. Free Spins**

14.1. In our casino, each new player can receive a certain number of free spins upon registration. A free spin is a slot spin where no money is deducted from the player's balance. The number of free spins is determined by the casino administration. This bonus is given only once, immediately upon registration of a new player who does not have any other accounts with the vavada.com casino. Free spins are awarded at the minimum bet,

regardless of the currency chosen by the player. It is not necessary to make a deposit to receive free spins.

14.2. Winnings received after using free spins are credited to the player's bonus account. To connect this balance, you must activate it in the "Bonuses" tab. Winnings from free spins are subject to a mandatory wagering requirement. The 20x wagering requirement is applied to the entire amount. The wagering requirement can be met provided that you wager the bonus with real money. The wagering process is available for any slot. After the wagering requirements are fully met, you can make the money received from free spins available for withdrawal. If the rules were violated, or the amount was not fully wagered, then the bonuses will be voided upon withdrawal of funds.

## 15. Status

15.1. When playing in the Company, the Client is assigned a status. The status is increased automatically when the amount of bets in slots is reached, as well as bets made on sports.

Status	Amount of bets per month (USD)
Beginner	0
Player	15
Bronze	250
Silver	4,000
Gold	8,000
Platinum	50,000

15.2. On the 1st day of each month, vavada.com confirms the assigned status. If the amount of bets at the end of the month was insufficient to maintain the already assigned status, the player is demoted.

15.3. In the Client status, only the bet that has received the status of "win" or "loss" is taken into account. The bet amount that is taken into account is the one for which the winnings were accrued.

## 16. Fraud, Abuse, Collusion, and Criminal Activity

16.1. The following activities are prohibited and constitute a material breach of the Terms of Use:

16.1.1. Disclosure of information to third parties;

16.1.2. Use of automated players ("bots"), exploiting software bugs, use of malware, illegal or fraudulent activities;

16.1.3. Fraud, as well as the use of stolen or otherwise illegally obtained credit card information to deposit funds into the Personal Account;

16.1.4. Participation in any illegal activity, including money laundering or criminal activity;

16.1.5. Collusion or attempted collusion and/or intent to collude directly or indirectly with other players while playing on the Website;

16.1.6. Use of special game strategies for illegal profit or money laundering, including but not restricted to card counting and the use of opposing bets.

16.2. We reserve the right to suspend, void, or invalidate any winnings or payouts (bonuses, coins, etc.) received from us if we suspect that you are using them unlawfully.

16.3. The Company will take all necessary measures to identify participants in collusion. The Company is not responsible for losses or damages caused to you by other players as a result of collusion, fraud, or other illegal activities. The Company acts at its sole discretion in relation to such incidents.

16.4. If you suspect that a player is cheating or colluding, you must report it immediately by contacting our support team or by sending an email to [admin@vavada.net](mailto:admin@vavada.net).

16.5. The Company reserves the right to refuse access to the Website or suspend access to the Personal Account at any time without prior notice if we suspect fraud. We are not obligated to return or refund any funds deposited into your account during that time. We may file a report with appropriate authorities, and you must cooperate with the Company in the course of the investigation.

16.6. You are prohibited from using the services and/or software for fraudulent activities or illegal transactions (including money laundering) in accordance with the laws and regulations of your jurisdiction. The Company reserves the right to suspend or block your Personal Account and Duplicate Accounts and withdraw funds. In this situation, you agree to refrain from making any claims against the Company.

## **17. Other Prohibited Activities on the Website**

17.1. You must not use any offensive or threatening language or images, and you must not swear or threaten, harass, or insult any member of the Website community or any other players.

17.2. You may not upload content to the Website that may cause the Website to malfunction, and you may not take any action that may affect the operation of the Website, including but not limited to releasing and/or distributing malicious software or viruses. Spam and mass mailing of any kind are prohibited. In addition, you must not interfere with, remove, or otherwise alter any information on the Website.

17.3. You may use the Website's services for your own entertainment only. You may not copy the information from the Website or any part thereof without written consent of the Company.

17.4. You agree to not hack or harm the Website, to not attempt to gain unauthorized access to the Website, nor to otherwise attempt to circumvent the Website's security. In the event of an attempt on your part to circumvent the security system or software, we will immediately terminate your access to the Website and suspend your Personal Account. We reserve the right to report this to the relevant authorities.

17.5. We shall not be liable for any loss or damage caused to you or any third party as a result of defects in information technology software due to hacker attacks, viruses, or other harmful technological materials while using the Website or when following hyperlinks and downloading any materials from the Website.

17.6. It is forbidden to sell or transfer account information to other players, as well as to deliberately incur losses in order to enable subsequent transfer of funds to other players.

## **18. Duration of the Agreement and Conditions for Its Termination**

18.1. You may terminate your Personal Account, as well as remove your username and password by sending a request by email to the address: [admin@vavada.net](mailto:admin@vavada.net).

18.2. You remain responsible for any and all activities in your Personal Account from the time you submit your request to terminate your account until you receive confirmation from us that your account has been closed and deleted.

18.3. The Company may charge mandatory fees until the closing of your Personal Account. If your Personal Account has been closed, deleted or voided, then refunds are no longer possible, and funds, including bonuses, loyalty points, and other rewards, can no longer be converted into cash. Access to and further use of your account becomes impossible.

18.4. In accordance with the Terms of Use, neither party has any obligations to the other upon termination of the Personal Account.

18.5. The Company reserves the right to immediately terminate your Personal Account, username, and/or password without prior notice if

18.5.1. We have decided to stop providing services in general or only to you;

18.5.2. Your account is linked in some way to an account that has been deleted;

18.5.3. Your personal account is somehow connected with a blocked account. We reserve the right to close your account and freeze the funds on

your accounts, regardless of the reason for the connection. In exceptional cases, the balance in your Personal Account may be returned to you upon your request, minus any amount you owe to the Company;

18.5.4. You attempt to hack the system or engage in collusion;

18.5.5. You attempt to interfere with or manipulate software on the Website;

18.5.6. You use your Personal Account for illegal purposes under applicable law or you access the Website's services from a jurisdiction that prohibits gambling;

18.5.7. You post offensive or derogatory messages on the Website.

18.6. The Company may terminate or suspend your Personal Account without notice if your account has not been active for six or more months. Once an account has been closed, the Terms of Use will cease to apply starting from the moment of its closure.

18.7. We reserve the right to close your Account and terminate the Terms of Use by sending a notice to your email address or the postal address provided. In the event of such a closure, we assume the obligation to refund the balance of funds on your Personal Account, except for cases in which we terminate your account in accordance with clauses 16 ("Fraud, Abuse, Collusion and Criminal activity") or 24 ("Breach of the Terms of Use") of these Terms of Use. If we are unable to contact you, the funds must be turned over to the overseeing authority or to the Company.

## **19. Website Updates**

19.1. We reserve the right, at our sole discretion and when we so choose, to change and correct information or services on the Website in order to update and maintain the Website.

## **20. Use of "Cookies" on the Website**

20.1. A cookie is a small text file that is stored on your computer each time you visit the Website. Cookies allow the Company to recognize you when you return to the Website. To enable the functionality of the Website, the Company uses "cookies". You can learn more about managing and deleting cookies at [www.aboutcookies.org](http://www.aboutcookies.org). Please note that deleting cookies associated with our Website may disable access to certain features of the Website or certain sections of the Website.

## **21. System Glitches**

21.1. The Company will take all necessary steps to correct as soon as possible any system failures or errors that occur during play (failure in the normal operation of the game logic). We are not responsible for any failures in software or hardware technology caused by the equipment used by you or

other players to access the Website, as well as for errors incurred by internet service providers.

## **22. Software Bugs**

22.1. When using the services of the Website, certain circumstances may arise in which a bet is accepted and winnings are paid out, but this happens as an error on the part of the Company. Under these circumstances, the Company reserves the right to cancel or limit such bets and winnings.

22.2. The use of funds erroneously deposited into your account for placing bets or for games may result in the cancellation by the Company of such bets and/or of winnings received using these funds. If payments have already been made for winnings from funds received in error, then these funds are considered to have been transferred to you on a trust basis. You must promptly return these funds to the Company upon request.

22.3. The Company, as well as our agents, employees, partners, and suppliers, are not responsible for any loss or damage, or loss of winnings, that occurs due to a mistake on your part or on our part.

22.4. Distributors, licensees of the Company, as well as the Company itself and its subsidiaries and affiliates, including all employees and managers, are not liable for any damages or losses incurred by the user due to misuse of information transmitted over the Internet or caused by interception of such information.

## **23. Limitation of the Company's Liability**

23.1. You agree that you use the services of the Website at your own discretion and at your own risk and, therefore, you are solely responsible for the use of the Website's services.

23.2. The Website operates in accordance with these Terms of Use. We make no warranties or additional representations regarding the Website and/or the services provided, and hereby exclude any liability under applicable law and any implied warranties.

23.3. We are not responsible for violation of laws, contracts, nonfeasance, or any loss or damage incurred, including loss of data, income, damage to reputation, image, and any damage that cannot currently be foreseen. The Company is not responsible for the content of any website that can be accessed through the Website.

## **24. Breach of Terms of Use**

24.1. You assume the responsibility to compensate the Company for all claims, costs, and other expenses incurred in connection with a breach of the Terms of Use.



24.2. You agree to fully indemnify us for the defense of the Company, partners, and their respective companies, including officers, managers, and employees, against any claims, expenses, and any liability, including legal costs or other expenses incurred as a result of:

24.2.1. Your violation of the Terms of Use;

24.2.2. Your violation of the law by third parties;

24.2.3. Access to the Website by another person using your identification information, with or without your permission;

24.2.4. Collecting any winnings obtained in this way.

24.3. If you violate the Terms of Use, the Company has the right to:

24.3.1. Request that you cease the activity that violates the Terms of Use by sending you a notice (using your contact information);

24.3.2. Terminate your Personal Account to limit your ability to play games or place bets on the Website;

24.3.3. Block your Personal Account with or without prior notice;

24.3.4. Withhold winnings or bonuses received as a result of a material violation of the Terms of Use from your Personal Account.

24.4. If you fail to comply with any clause of the Terms of Use, we reserve the right to block your Personal Account.

## **25. Intellectual Property Rights**

25.1. The content of the Website is protected by copyright. The content of the Website is owned by the Company or used under license from a third party. All materials on the Website may only be downloaded to a single personal computer and printed for personal, non-commercial use only.

25.2. Under no circumstances does the use of the Website grant you any intellectual property rights (to trademarks, know-how, copyrights) owned by the Company or any third party.

25.3. Any use or reproduction of the trade name, trademarks, logos, or other materials displayed on the Website is strictly prohibited.

## **26. Your Personal Information**

26.1. In using the data that it collects during your visits to the Website, the Company is committed to protecting the personal information it receives from you. We take our commitment to how we use your personal information very seriously. The Company processes personal information it receives from you in strict accordance with its privacy policy.

26.2. By providing personal information to the Company, you consent to the processing of your personal information by the Website administrator for the purposes set out in the Terms of Use, as well as in order to comply with regulatory or legal obligations.

26.3. In accordance with the Company's policy, it is forbidden to disclose any personal information; only employees of the Company have access to personal information for the purposes of provision of services.

26.4. The Company keeps copies of all communications received from you, including emails, in order to ensure an accurate record of your personal information.

## **27. Complaints and Notices**

27.1. If you wish to make a complaint about the Website's services, you should, as soon as reasonably possible, contact the Website's support team by sending an email to [admin@vavada.net](mailto:admin@vavada.net). Our customer service team will review your claim and get back to you within three days, or sooner if possible.

27.2. In the case of any dispute, you automatically consent to the use of server records as factual and conclusive evidence to determine the outcome of any claims and disputes.

27.3. The outcomes of all games on the Website are determined by a random number generator. You accept all game outcomes. In the event of discrepancies between the outcome of a game on your computer and that on our server, the outcome on our server shall be final and irrevocable. In the event of discrepancies between your account balance shown on your computer and such data on the Company's server, our data on the server are considered correct and final.

27.4. To file complaints with regulating authorities in Curaçao, use email address [complaints@gaminglicences.com](mailto:complaints@gaminglicences.com)

## **28. Force Majeure**

28.1. The Company shall not be liable for any failure or delay in performance of any of its obligations under the Terms of Use caused by events beyond our reasonable control (hereinafter referred to as "Force Majeure") that may have adverse consequences; such events may include war, acts of God, civil unrest, data network failures, strikes, or hacking or DDOS attacks.

28.2. During a force majeure event, the Company's work is suspended until the end of the Force Majeure event; therefore, the Company reserves the right to extend the deadlines for fulfilling its obligations. However, despite the Force Majeure, the Company will seek solutions that enable it to fulfill its obligations and, if possible, to end the Force Majeure event.

## **29. Legal Disclaimer**

29.1. In the event that we are unable to compel you to comply with any of your obligations, or when we are unable to exercise any statutory remedies to which we are entitled, this failure on our part shall not constitute a waiver of such rights and remedies and does not release you from strict adherence to all obligations and their fulfillment.

29.2. The Company's waiver of any obligation shall not be legally binding unless it is made in an official manner and delivered to you personally, in writing.

## **30. Severability**

30.1. If any of articles of the Terms of Use become invalid, illegal, or unenforceable, those terms, articles, or provisions shall be severed from the rest of the Terms of Use, notwithstanding that they shall remain in full force and effect to the fullest extent permitted by law. In accordance with current legislation, the Company reserves the right to not comply with the parts that have become invalid, or to invalidate them, in order to reflect our original intention.

## **31. Links**

31.1. This Website may contain links to other websites that are not under the control of the Company and are not specified in the Terms of Use. The Company is not responsible for the actions or nonfeasance of the owners of these websites, for sponsorship and advertising activities carried out by third parties on these websites, as well as for their content. Hyperlinks to third party websites are provided for informational purposes only. You access such links at your own risk.

## **32. Laws and Jurisdiction**

32.1. These Terms of Use shall be governed by and interpreted in accordance with the laws of the Netherlands Antilles, and you irrevocably submit to the jurisdiction of the courts of the Netherlands Antilles in resolving disputes (including counterclaims and claims for indemnification) that may arise in connection with the legal relationship set out in the Terms of Use, or in any other way provided for in the Terms of Use (validity, interpretation, legality etc.).

## **33. Interpretation**

33.1. The original text of the Terms of Use is in English, and any interpretation must be based on the original English text. The English version of the text shall take precedence over any documents or notices translated into any other language.

## **34. Absolute Limitation**

34.1. Customers from the United Kingdom, Germany, Georgia, the Netherlands, the Caribbean islands of: Bonaire, Sint Eustatius, Saba, as well as Curaçao, Aruba, St. Maarten, Portugal, Slovakia, the United States of America, France, Austria, Belgium, Sweden, North Korea, Iran, Myanmar, Cuba, Syria, Slovenia, Afghanistan, American Samoa, Barbados, Botswana, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Democratic Republic of the Congo, Eritrea, Ethiopia, Fiji, Gabon, Guam, Lebanon, Libya, Mali, Mozambique, Nicaragua, Nigeria, Pakistan, Palau, Palestine, Samoa, Senegal, Somalia, South Sudan, Sudan, Trinidad and Tobago, Uganda, Venezuela, Yemen, Zimbabwe, Switzerland, Cyprus, Lithuania, Spain, non-government controlled territory of Ukraine and disputed territories that are not internationally recognised: Abkhazia, South Ossetia, Crimea, Transnistria, etc. will not be allowed.

34.2. In addition to clause 34.1, all NetEnt games cannot be played or made available in the following territories: Afghanistan, Albania, Algeria, Angola, Cambodia, Ecuador, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, the Philippines, Singapore, South Korea, Sudan, Syria, Taiwan, Uganda, Yemen, Zimbabwe, Belgium, Bulgaria, Canada, Denmark, Estonia, France, Italy, Mexico, Portugal, Romania, Spain, the United States of America, and United Kingdom.

34.3. Branded Game Territories:

a. In addition to clause 34.2, games such as Guns & Roses, Jimi Hendrix, & Motörhead cannot be played or accessed in the following countries: Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey, and Ukraine.

b. Universal Monsters games (Frankenstein, the Bride of Frankenstein, Dracula, The Phantom of the Opera, Creature from the Black Lagoon, and The Invisible Man) CAN be played ONLY in the following countries: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

## **35. Additional Terms**

35.1. Due to the ever-evolving and changing regulations on the prevention of criminal activity and money laundering, as well as on the financing of terrorism, our Company strictly adheres to anti-money laundering (AML) guidelines and procedures. The company's clients must undergo the Due Diligence procedure and be subject to accounting.

35.2. Anonymous or “nominal” accounts are not permitted. Any existing anonymous accounts or accounts that are considered a pseudonym (“nom de plume”) or that have inconsistent or mismatched identification must, at the first opportunity, undergo due diligence in order to establish the identity and good faith of the account holder.

35.3. Online gambling may be illegal in the jurisdiction you are in; in this case, you are not authorized to use your payment card to complete the transaction.

35.4. The cardholder must be aware of the laws regarding online gambling in his or her country of residence.

35.5. The use of the services offered on the website by minors is prohibited.

35.6. The email address for complaints to the licensor:  
[complaints@gaminglicences.com](mailto:complaints@gaminglicences.com).

35.7. Vavada Ltd. is a payment processing intermediary and payment agent of Vavada B.V.