

## General Terms and Conditions: Version 1.1 updated on 22nd March 2023

Please read these terms & conditions carefully before accepting them and using the our services. Make sure to print these terms & conditions and store them by clicking [HERE](#) and keep them for your own records. These terms & conditions are subject to change (as set out below).

### 1. GENERAL

1.1 These terms and conditions govern your access to and use of the website [www.comeon.nl](http://www.comeon.nl) (the “**Site**”), including any mobile application that We own or operate through which you access the Site. By visiting the Site you acknowledge these terms & conditions, our [Privacy Policy](#) and our [Cookie Policy](#), and any other rules applicable to our promotions, bonuses and special offers available on the Site from time to time. We ask you to not use, visit and/or access any part of the Site if you do not accept or agree with these general terms & conditions.

1.2 The Site is operated by Tulipa Ent Limited, a company registered under the laws of Malta with company number C101509, having its registered office situated at 3rd Floor Spinola Park, Triq Mikiel Ang Borg, St Julian’s SPK1000, Malta (“**Company**”, “**We**”, “**Us**” or “**Our**”). The Company is licensed and regulated by the Kansspelautoriteit ([www.kansspelautoriteit.nl](http://www.kansspelautoriteit.nl)) with licence number 2165/01.272.549 issued 5th September 2022.

1.3 By ticking the relevant box when you register a player account on the Site, you explicitly accept these terms & conditions and the Applicable Product Rules (hereinafter collectively referred to as the “**Terms**”). After having accepted the Terms, a legally binding contract is concluded between you as a player (“**You**”, “**Your**” or “**Player**”) and Us.

1.4 Playing at the Company is restricted to individuals of legal age, being an individual who has registered as a player and who holds a player's account with the Company duly verified in accordance with applicable laws. Under no circumstances may a person register or play if he/she is under 18 years of age. We shall take every measure to prevent any minors from accessing our Site but should, for some reason, any funds be deposited by an underage individual, any winnings shall be forfeited and deposits will be returned to the account holder.

1.5 The player understands and acknowledges that the games and any other services provided on the Site are for entertainment purposes only. Any use of the Site for any other purposes or intentions is strictly prohibited. You hereby acknowledge that your interest in the games and other services provided by the Company is of a personal nature.

1.6 The Company reserves the right to unilaterally amend, vary or modify the Terms. Where such amendment, variation or modification is considered by the Company to be a change, then the Company will provide you as a player with notice of such change. Players acknowledge and agree that continued use of Come On's services on the site constitutes ongoing acceptance of the Terms (as amended). If players, due to any possible amendment, no longer wish to continue using Come On's services on the Site, they can terminate the player account and withdraw the available funds. To review any recent material changes to our Terms and Conditions, see Section 19 thereof.

1.7 The headings of these Terms & Conditions are for convenience only, are not part of the agreement, and do not affect its interpretation.

## 2. USE OF SITE AND SERVICES

### Registration

2.1 In order to use the games and services provided by the Company the customer has to register personally and must open an account, known as the player's account. Only one player account is allowed per player. The registering customer commits to be the only one using the account. Credentials may not be exchanged / transferred. The Company reserves the right to refuse any application for a player's account.

2.2 By registering an account with us, you also declare and guarantee that:

- a. you have duly taken note of the terms and conditions
- b. you have taken note of the content in the RG page
- c. you are legally competent
- d. you will only play in your own name and on your own account
- e. your registration will not be used for purposes of money-laundering / funding of terrorism / violation of sanctions / fraud / general misuse
- f. you will take due care with the means of identification for login to prevent third-party access to your account

2.3 Accounts which share the same IP and/or device are considered to be duplicate accounts. In the event that duplicate accounts are detected, the Company will only leave open the one with the most recent activity on it. Notwithstanding, the Company reserves the right to close all duplicate accounts. In the case of closures, winnings will be forfeited.

2.4 Any individual registering to become a player with the Company must provide valid, complete and correct information to the Company, namely: Last name, first names, date of birth, place of birth, BSN, address, email address, phone number and contra account information. The Company validates such information, including your BSN number, via designated verification tools provided by third parties, as provided for in the Privacy Policy. Unless verification is successful, registration will not be complete. Furthermore, the Company will only allow account registration where it is determined that there are no objections to the registration of that Player on the basis of the applicable rules and regulations, including, but not limited to, the Money Laundering and Terrorist Financing (Prevention) Act and the Sanctions Act 1977.

Where false or incomplete details are provided, your registration will be refused. Should you already be registered as a player with the Company, the Company is entitled and require to cancel your registration as a player and close your player's account, however contractual obligations already made will be honored.

2.5 A registration is not complete unless the customer sets the below limits to his account:

- The maximum duration of access on his account on a daily, weekly or monthly basis
- The maximum deposits on his account on a daily, weekly or monthly basis
- The maximum balance on his account

As part of the registration, the Company will consult CRUKS database to ensure that you are not self-excluded on the system. Should it transpire that you are registered on CRUKS, your registration will be blocked.

2.6 The company may, and will do so where required by applicable law, request verification of your registering email and/or contact number.

2.7 The player can view his/her personal details held by the Company at all times and is also duty bound to maintain such personal details up-to-date, accurate and complete. Any changes to the registration details must be communicated to us via our customer support by email on [klantenservice@comeon.nl](mailto:klantenservice@comeon.nl), by telephone on +31 (0) 800 4433333 or via live chat through the icon on our site. We reserve the right to carry out another round of verifications should any verifiable detail be changed. Please refer to the Privacy Policy for data privacy provisions, which document forms an integral part of your agreement with the Company.

2.8 Upon registration, the player will have unique credentials including a password. The password has to be 5-15 characters and it's recommended that it include letters, numbers and

special characters. Players must always log on using their credentials when accessing the Site and their player's account. Players shall not allow any person, other than themselves, to use their player's account, to access and/or use any materials or information from the gaming system, to accept any prize, or to participate in any of the games.

2.9 The password should never be written down or communicated to any other person, and should be changed on a regular basis. You are obliged to keep your account information, user-name and password secret and confidential and you are solely responsible for all use of the services through your user-name and password. In case you become aware of any known or suspected unauthorized use of your account or breaches of security you are required to immediately notify the Company hereof in order to suspend your player's account. Any unauthorized use of your username or password shall be deemed as your use and you are responsible for all charges to your account until such notification is made to the Company. Should a player give away, share, or lose his/her username and/or password, the Company will not be held responsible for any loss or damage as a result thereof.

#### Player's account

2.10 A player's account can have the following status:

Open: A player's account can only be opened by the player and will remain open as long as the account is not closed by the player or the Company.

Closed: A player's account can be closed by the player or by the Company in accordance with these terms & conditions.

#### Deposits & withdrawals

2.11 The Company does not accept cash payments to the player's account. The Player is not allowed to have a negative balance in the Account, nor is the Player allowed to play if the balance in his Account is insufficient to do so.

2.12 The Company offers several different methods for making a deposit from a player's account. The player may only withdraw to the contra account registered on the account at registration. Any changes to the contra account must be communicated with the Company and updates are made to the details after verification of such account.

The minimum amount that can be withdrawn is €20. Withdrawals are free of charge. Credit card transfers are not subjected to any fee. Bank transfer fees may vary and will be deducted from the withdrawal amount. Information regarding deposit and withdrawal limits, processing times, qualifications and processing fees can also be found under the Payments & Bonuses section when logging into your Player Account. We reserve the right to change the fees.

2.13 The Company may appoint a payment solution provider to act, receive deposits, hold and manage funds, and/or expedite withdrawals on behalf of the Company.

2.14 Deposits have a wagering requirement. Hence, the minimum wagering requirement shall be to wager one time the deposited amount before a withdrawal can be approved.

2.15 The Company will not accept a wager from a player unless there are sufficient funds in the player's account to cover the amount of the wager. The Company reserves the right to refuse or limit any wager. The player will not be granted any credit by the Company. Neither deposits nor winnings are interest-bearing, i.e. the player will not receive any interest on the balance on the player's account. Players are not entitled to make any transfers between players or between different player's accounts. Furthermore it is not possible for the player to transfer sell, buy or acquire any player's account from any player to another, whether for money or otherwise.

2.16 The Company will monitor all wagers and account transactions. All wagers are binding, even if the player had browser problems, Internet connection problems or other problems not caused by the Company. Any winnings will be credited appropriately to the player's account in the case that the player won. In the event of a game malfunction or use of the website in a way not intended by the design, all related wagers are considered null and void, and the player's account will be returned to its starting balance (the account balance prior to erroneous wagering activity).

2.17 In case a deposit made by a player is later refused authorization whether by the player himself or by the banking institution the Company reserves the right to temporarily block the player's account until further investigation and clarification.

2.18 Players undertake to only use payment methods that belong to them. For avoidance of doubt, use of third-party payment methods is prohibited.

2.19 Players may be presented with a list of required documents before making a withdrawal request. The Company will endeavour to process all requested withdrawals within 24 hours from receipt of the request, wherever practicable, provided that verification documents have

been received. Withdrawal requests of €100,000 and over will be subject to a longer processing time. The Company reserves the right to refuse a withdrawal and request additional documents by email. Bonus money will not be paid out from the player's account. Any withdrawal can be subject to random security checks to prevent fraudulent activity and money laundering.

2.20 Without prejudice to Our obligation to verify the relevant information provided at the time of Your registration, the Company reserves the right to ask for verification documents at any time, and we can temporarily suspend your account until we receive the required documents, such as but not limited to, copies of identification documents, utility bills, copies of payment methods (e.g. credit cards), bank statements, etc. In some cases the Company may request that the documents above are notarised. A player's account might be closed permanently and/ or a withdrawal may be refused if a player does not provide the Company with the required documents and/ or if the player is found to have supplied false or misleading information.

All documents that are sent to the Company are confidential and will be handled by special staff under the data protection regulations (EU General Data Protection Regulation) in accordance with these terms and conditions and the Privacy Policy. The reason why the Company requires these documents is to comply with legal obligations, guarantee the security for all players and to prevent money laundering.

2.21 If a player closes the player's account, all funds excluding any bonus money that might not be redeemable will be transferred to his verified bank account.

2.22 The Company actively endeavours to combat money laundering. Withdrawals may only be made to the contra account registered when opening the player's account.

2.23 It is the players' responsibility to provide sufficient and accurate banking information for the Company to complete a transaction. If the information is not sufficient and accurate any additional fees or charges will be levied on the player.

2.24 The Company accepts deposits and makes withdrawals in EURO only.

2.25 The usage of company business accounts and credit cards to deposit into a player's account is prohibited. In all cases when a business account is identified, this deposit method is frozen and if necessary, the player is instructed to change the bank account used for withdrawals. Any winnings from deposits made with company cards will be confiscated, however any un-wagered deposits made with a company card will be returned to the company card.

2.26 Player to player transfers are prohibited.

2.27 Player funds remain a separate patrimony from that of the Company and are secured. The Company reserves the right to appoint a third-party to manage player funds on its behalf in line with rules and obligations under Dutch gambling law and other applicable legislation.

#### Money Laundering & Collusion

2.28 All transactions are checked to prevent money laundering activity. All members of the customer support team and or payments team will receive adequate training in this regard. It is unlawful to deposit funds from ill-gotten means and all transactions will be checked to identify any such deposits made by users. Any suspicious activity will be reported to the MLRO of the Company and to the relevant authorities. No employee will tip off or warn a suspicious player that the matter is being investigated.

2.29 The Company prohibits player collusion and takes active measures in prohibiting any use of robots or other devices that distort the normal game.

#### Bonuses

2.30 All bonuses issued by the Company can only be used for playing and may not be transferred or paid out unless stated requirements within the bonus campaign are fulfilled.

2.31 You acknowledge and understand that separate terms and conditions exist with respect to promotions, bonuses and special offers, and are in addition to this agreement. These terms are outlined in the relevant promotions information/details pages. Bonus terms must be explicitly accepted before bonuses are awarded. You may opt out of receiving bonuses and annul any acceptance of a bonus.

2.32 All bonuses have an expiry date. If the bonus requirements are not fulfilled at the expiry date, the Company reserves the right to cancel or debit the bonus credits from the account.

2.33 The Company reserves the right to cancel/change/stop marketing promotions at any time without prior notice.

2.34 After the player agrees to participate in a bonus promotion, he/she may receive bonus money from the Company. The bonus money granted together with the real money that was used as qualification for the bonus money will be marked as applicable for game play in respect

of that particular bonus only. This balance can only be used on products and games that are outlined in the bonus details page. Bonus requirements can only be fulfilled by playing real money bets on products and games that are outlined in the bonus details page.

2.35 The player has the right to cancel a bonus offer from his/her account. In this case all winnings generated by the bonus money will also be cancelled.

2.36 Multiple participation on the same bonus campaign from the same device/household/IP address are not allowed. In case it is noted that there is an abuse of bonuses or any other promotions, the bonus/promotion will be forfeited and any funds on the player's account will be frozen. Furthermore, the customer account may be closed by the Company at its own discretion.

2.37 Voucher codes distributed by the Company triggers a bonus promotion to the player account where the voucher is used.

2.38 The Company reserves the right to forfeit any bonus money and VIP points from the player's account if the player has not logged in to his/her player account during the last six months.

2.39 The Company reserves the right to withdraw the Bonus and the resulting profits if any term of the offer or promotion have been breached, furthermore, it may also withhold any other funds held in the player's account to make up for any losses incurred by the Company due to the breach of the said conditions.

2.40 All bonuses, promotions and special offers have a wagering requirement. Unless specified in the terms and conditions of the relevant bonus/promotion information page then the minimum wagering requirement shall be to wager one time the deposited amount on the relevant bonus product before a withdrawal can be made. In case of any discrepancies' between this clause and the bonus/promotion terms and conditions then the bonus/promotion terms and conditions shall prevail.

2.41 The maximum payout amount that any customer can request to withdraw after winning any amount related to any no-deposit welcome bonuses or free spins (excluding those winnings deriving from a deposit bonus) is €100 or the equivalent in other currencies. Any amount above €100 will be removed from your player account upon your withdrawal request.



2.42 The Company reserves the right to reverse the wagering that was increased when the bet that was placed with bonus money is cashed out, cancelled or void.

2.43 If it transpires that a player is abusing a bonus scheme, the Company reserves the right to withhold winnings and/or close the account. Amongst others, abuse refers to the exploitation of slots which allow a player to store restricted cash and bonus with the possibility to release them later. Such exploitation may manifest itself when a player plays with an active bonus where a value, or part of a value, has been built up in a game and subsequently activated with a real money wager once the bonus has been removed from the account. When an abuse is identified, the Company reserves the right to confiscate any winnings resulting from such abuse and to restrict the customer's access to bonus schemes and/or points schemes. Moreover, the Company, may, at its own discretion, terminate the customer's account.

2.44 ComeOn reserves the right to offer a specific bonus to a specific customer or group of customers.

2.45 Bonuses are part of predetermined marketing campaigns and are not generally provided on request.

2.46 ComeOn does not award certain bonuses to young adults and may impose different restrictions depending on a player's age or their specific circumstances.

2.47 ComeOn's Addiction Prevention Policy applies to bonuses.

2.48 The maximum bet allowed when using a bonus balance in the casino is €5.

### 3. CUSTOMER CARE AND COMPLAINTS

3.1 The customer support team will provide support related to the Site and is available, free of charge, 24/7.

3.2 Complaints are handled by the Company in accordance with the contact information found on the Site. The following e-mail address can be used; [klantenservice@comeon.com](mailto:klantenservice@comeon.com). All inquiries and complaints must be directed to the customer support team in writing or in electronic format. A complaint shall be deemed to have been submitted in a valid manner when it contains clear information regarding the player's identity and gives all relevant details giving rise to the complaint. The complaint shall also make it clear as to the general subject of the complaint.

3.3 The Company will acknowledge receipt of the complaint within 72 hours. The complaint's outcome shall reach the customer within eight weeks from receipt of the complaint.

3.4 If a complaint had already been settled, then the Company is not obliged to deal with the complaint anew. Such rejection of complaint will be communicated with the customer within a week from the receipt of the complaint.

3.5 In the event that there is a discrepancy between the game variations as recorded in the Company's database, and that recorded by the player, the calls recorded in the Company's game server will be considered valid.

3.6 Spamming of the customer support team (sending repeated copies of the same message) is prohibited. Players are prohibited from harassing or abusing the customer support staff. Players are requested to address their concerns without the use of obscenities or threatening language.

#### 4. TERMINATION AND SUSPENSION

4.1 The Company reserves the right to close your player's account and/or the services provided by the Company with immediate effect and without prior notice if you fail to comply with any provision in these terms & conditions. In case your player's account is closed you may no longer use the Site and/or the services provided by the Company. If your player's account is closed due to a material breach of these terms & conditions, the Company will honor previous contractual obligations however any winnings obtained after the breach in the said terms & conditions will be forfeited to the operator.

4.2 The Company reserves the right to suspend the account pending an investigation into the possible misuse of the account or in view of any suspicions related to fraud and/or AML amongst others.

4.3 You agree to indemnify and hold harmless the Company and its officers, directors, employees, agents, licensors, suppliers and any third party content and service providers to the Site from and against all losses, expenses, damages and costs resulting from your violation of the terms & conditions.

4.4 A player that has selected to close his/her player's account for reasons other than those related to responsible gambling could open their account again.

## 5. PERSONAL DATA

All aspects relating to data privacy and data protection are provided in the [Privacy Policy](#), which is provided herein for informational purposes only.

## 6. LOCAL LAWS AND PROHIBITIONS

6.1 It is the sole responsibility of the player to understand the laws in his/her jurisdiction of residence relating to all aspects of playing at the Company. Your access to the Site is on your own initiative and you are responsible for your compliance with local laws if and to the extent where local laws are applicable. The Company makes no representation that materials on the Site or the Company's services are appropriate, available or allowed in your jurisdiction. The Company is unable to provide any legal advice regarding this matter and the Company hereby accepts no responsibility whatsoever should an individual act in breach of any law or regulation in transacting with the Company in whichever manner.

6.2 Only registrations from the Netherlands are allowed. Should it transpire that you have registered on the Site from a country other than the Netherlands, your account will be closed.

6.3 Currently the Company is unable to offer certain products to players residing from specific countries due to restrictions from the software providers:

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 All content on the Site, such as text, graphics, logos, button icons, images, audio clips, digital downloads and software is owned or licensed by the Company. You may not access, print and download portions of material from the Site unless expressly permitted and then solely for your personal and non-commercial use. Information on the Site may not be altered, distributed or displayed without the express consent of the Company.

7.2 The Company's trademarks, trade names and other symbols included or referenced on the Site are protected by national and international trademark laws. All use of the marks is strictly prohibited without the Company's prior written approval.

## 8. MISCARRIED, ABORTED AND CANCELLED GAMES

8.1 If the Company will have a system failure and the game will be corrupted because of this, all players will get their money back for purchased amount.

8.2 If the Company suspects fraudulent activity in any particular game, then the Company will have the right to cancel the game. Suspicious players in respect of the fraudulent activity will have their account blocked until further investigations. Any players not so suspected will have their wagered amounts in respect of cancelled games returned to their account. Any suspicious activity will be reported to the directors of Tulipa Ent Limited. The Company will also have the right to close a game immediately if something wrong is identified with the game settings, and refunds for purchased bets will be paid out.

8.3 If, at the Company's sole determination, you are found to have cheated or attempted to defraud the service or the Company in any way including but not limited to game manipulation, chip dumping, transfers or payment fraud, or if you make untrue and/or malicious comments with regard to the Company's operation in any media or forum, the Company reserves the right to publicize your actions as well as to circulate this information to other online gaming Sites, banks, credit card companies, and appropriate agencies. Furthermore, the Company may close any accounts, and forfeit account balances, that you have at the Company or at any other the Company related webSite and/or business.

8.4 The company will not void bets which are erroneously placed by the customer, such bets will continue to be valid unless otherwise cancelled by the sportsbook provider.

8,5 In the event of any system failure or game error (a divergence from the normal functioning of the game logic for whatever reason) that results in an error in any odds calculation, charges, fees, bonuses or payout, or any currency conversion as applicable, ('System Error'), the Company will seek to place all parties directly affected by such System Error in the position they were in before the System Error occurred.

The Company reserves the right to declare null and void any bets that were the subject of such System Error and to take any money from the Account relating to the relevant bets. In all circumstances whereby the Company (in its sole discretion) determines a System Error has been used to gain an unfair advantage, the Company reserves the right to consider this activity to be subject forfeiture and account closure as per these Terms and Conditions.

## 9. CHAT FUNCTION AND TELEPHONE SERVICE ('Communication Services')

9.1 The Company's chat function is an online service which allows you to communicate in real time with our customer care in order to provide you with a better quality customer service. The chat service may be accessed from the icon with a bubble signalling conversation showing on our homepage. Our support may also be reached via our telephone services on xx-xxx-xxx. Please refer to the Privacy Policy with respect to data privacy of the chat function and telephone conversation offered by the Company.

### Code of Conduct

9.2 You agree to use the the Company's Communication Services in accordance with the following Code of Conduct:

You will not use the the Company's Communication Services to engage in any form of harassment or offensive behavior, including but not limited to abusive or defamatory statements, or racist, pornographic, obscene, or offensive language;

You will not use the the Company's Communication Services to infringe the privacy rights, property rights, or any other rights of any person;

You will not submit any kind of material or information that is fraudulent or otherwise unlawful or violates any law;

You will not use the the Company's Communication Services to distribute, promote or otherwise publish any material containing any solicitation for funds, advertising or solicitation for goods or services;

You will not use the the Company's Communication Services to distribute, promote or otherwise publish any kind of malicious code or do anything else that might cause harm to the Service or to other members' systems in any way;

You will not post or transmit in any manner any contact information including, but not limited to, email addresses, "instant messenger" nicknames, telephone numbers, postal addresses, URLs, or full names through your publicly posted information.

9.3 You will be solely responsible for anything and everything you submit to the Company's Communication Services. We cannot assume any responsibility or liability over any material or content published by you or other users on the Service. The responsibility over any published material or content lies solely on the user that submitted it to the Service.

9.4 The Company reserves the right to monitor anything and everything submitted by you to the Company's Communication Services to ensure that they conform to content guidelines that are monitored by us and subject to change from time to time.

9.5 The Company may close your account if you use the Company's Communication Services for any of the foregoing, any fraudulent, abusive, or otherwise illegal activity. Reports to the relevant authorities may be filed if any of these subsist.

## 10. CASINO

10.1 At the Company casino you can choose if you want to play for real money or just for fun (with play money).

10.2 All games include a link to the applicable game rules within the game interface. The game interface also include a help button whereby information about the game and how it is played is provided for.

## 11. RESPONSIBLE GAMING

11.1 The Company wants to ensure that players enjoy their experience when they visit the Site. That's why we ask you to bet responsibly. The Company systematically collects and analyses data on the player's activity in order to ensure that any behaviour conducive of gambling addiction is detected and addressed as soon as practically possible. The Company reserves the right to impose limits and/or close your account should it become clear that you are showing signs of gambling addiction. Such action might include your registration on CRUKS which has the effect to exclude you from gambling on this Site and all other gambling sites.

11.2 Financial and Time Limits: the Company provides tools to help control your gaming. On registration you must set the limits in Section 2.4. The compulsory limits set on registration and any other limits which help you control your gambling may be changed at any time from your account settings. Any change making such limits less restrictive carries a 7-day (a week) cool-off period. Any change making the limits more restrictive is effective immediately.

11.3 Self Exclusion: If you want to take a break from gaming for a while, you can exercise the right to exclude yourself from playing on the Site by excluding yourself through your account settings. You can choose either a short period (1 day, 7 days or 30 days). For a temporary period of self-exclusion of more than 30 days and less than 6 months, you are to contact the customer service to effect such an exclusion. Any exclusion requested over 6 months would be a permanent closure of your account. Moreover, you are able to exclude yourself from individual games-of-chance products for definite or indefinite periods of time.

11.4 Should a self-excluded customer use different credentials to circumvent our player-protection and anti-fraud mechanisms and be able to register a new account, we will consider this as a breach of our terms and conditions, and a fraudulent and intentional bypassing of our self-exclusion measures. As soon as such behaviour is detected, we reserve the right to immediately close the account and confiscate any balance on the account.

The customer support team can help you set your own limits. Please refer to the designated [responsible-gaming page](#) for information about limits, CRUKS, our addiction-prevention policy and information about addiction care institutions available in the Netherlands.

11.5 If the Company notices any responsible-gaming red flags which may point at a heightened risk of gambling addiction, the Company reserves the right to use the communication channels of which You would have provided the details. Such channels include but are not limited to email and phone. All safeguards towards safer gambling are taken in line with applicable Dutch law.

## 12. DISCLAIMER OF WARRANTIES

12.1 Your use of the services is at your own risk. The services are provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, the Company, its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, licensors, and agents hereby expressly disclaim any and all representations and warranties of every kind, whether express or implied, regarding the services, its content, and any information or other materials provided by the Company in connection with use of the services, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and those

warranties arising by law, statute, usage of trade, or course of dealing.

The Company makes no warranty that:

The services will meet your requirements;

The services will be uninterrupted, timely, accurate or error-free;

The servers that make the Company's service available are free of viruses or other harmful components;

Any errors in our software will be corrected.

The security mechanisms incorporated into the services have inherent limitations and you acknowledge and agree that any material and/or data downloaded or otherwise obtained through use of the services is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system and any other property item or loss of data that results from any such activity.

The disclaimers contained in this paragraph are a material part of the agreement.

Some jurisdictions do not allow the exclusion of implied warranties. Accordingly, some of the above exclusions may not apply to you.

### 13. LIMITATIONS OF LIABILITY

13.1 To the fullest extent permitted by applicable law, under no circumstances, shall the Company or its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents, partners, or licensors, be liable for any injury, loss, claim, damage or any indirect, incidental, special, punitive or consequential damages of any kind, or any damages whatsoever, including, without limitation, damages for loss of income, use, data, goodwill or other intangibles, whether or not advised of the possibility of such damages, and on any theory of liability (including negligence), arising out of or in connection with:

Your use or inability to use the service;

Goods, data, or services received through or advertised on the Sites;

Information received through the Sites;

Mistakes, omissions, interruptions, suspension, termination, deletion of files or e-mail, damages to computer systems or equipment or other property, unauthorized access to or alteration of your transmissions or data, errors, defects, viruses, delays in operation or transmission, or any failure of performance with respect to the Site, including, without limitation, those that result from acts of god, communication failures, theft, destruction, or unauthorized access to the Company's records, programs or services;

Statements or conduct of any third party on the services;

Any other matter relating to the services.



If you are dissatisfied with the service or the content available thereon, or with any of these terms of service, your only remedy is to discontinue using this services. The limitations of liability contained herein are a material part of the agreement.

Notwithstanding the foregoing, if the Company or its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents, partners or licensors should be found liable for any loss or damage which arises out of or is in any way connected to the Site, the liability of the Company, or its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents, partners or licensors shall in no event exceed, in the aggregate, Euro 50 (Fifty).

13.2 the Company shall not be responsible or liable for any loss or corruption of data or content that you may experience while using the service or otherwise. This includes, without limitation, the loss or corruption of data or content resulting from:

Network, system, or server "crashes" or outages, or other power outages;

Damage caused by viruses, worms, or security breaches, file corruption;

Any other cause.

The Company assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer equipment or other property on account of your access to, or use of, the services.

13.3 The Company does not warrant that the Site or the services provided by the Company will be uninterrupted or error-free. The Site and the services are provided on an "as is" basis.

13.4 The Company reserves the right to change or modify the content of the Site at any time without prior notification and will not be liable for possible consequences of such changes. The Company may suspend, discontinue or restrict access to any portion of the Site and/or its services at any time and without notice.

13.5 Our liability shall not be limited or excluded for damages resulting from Our gross negligence or wilful intent.

#### 14. FORCE MAJEURE

14.1 Any failure or delay by the Company in the performance of its obligations of its services shall not be deemed a breach of its obligations to you if such failure or delay to the extent is caused by fire, flood, earthquake, elements of nature, public utility electrical failure, acts of war,

terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labor difficulties, court order, outage, delays or disruptions of the Internet or telecommunications networks, third party nonperformance or any other similar cause beyond the reasonable control of the Company. the Company does not accept any liability for the consequences arising out of any such force majeure events.

## 15. APPLICATION OF THE TERMS & CONDITIONS

15.1 These terms & conditions, together with the policy documents made available to you by the Company, constitute the entire agreement between you and the Company and supersedes any and all prior and existing agreements regards to the Site and the services provided by the Company. You acknowledge that the Company has not made any representations, promises or agreements to you relating to the subjects addressed by the terms & conditions that are not embodied herein.

## 16. GOVERNING LAW AND DISPUTES

16.1 To the extent that such is legally allowed, by accessing the Site and/or registering as a player with the Company you agree that all matters relating to your access and use of services provided by the Company shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out of your use of the Site and/or the Company's services shall be settled by the courts of Netherlands and you hereby agree to submit to the exclusive jurisdiction of such courts. Excluded from this provision are the mandatory provisions relating to consumer protection arising from your country of residence.

## 17. RECENT TERMS AND CONDITIONS UPDATES

17.1 Updated clauses on 22nd March 2023: 2.3 and 2.25.