

Approved by the director
Date: 29th of March 2023

TERMS OF USE OF THE SERVICES

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

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

"Access Device" means any electronic means of accessing the Services, including, but not limited to, computers, smartphone devices, feature phones, tablet devices, touch devices or any home entertainment system such as video games consoles and smart TVs (or by any other remote means);

"Bonus Terms" means any terms and conditions and/or rules with regard to promotions, bonuses and special offers which may apply to any part of the Services from time to time;

"Supervision institution" means the supervision institution of commercial gambling in Curacao;

"General Terms" means the Terms and Conditions set out in this document;

"Operator" means Group of companies – Precise IG Solutions B.V., registration No. 162989, registered address is at Schottegatweg Oost Unit 1-9 Bon Bini Business Center, Curacao;

"Privacy Policy" means the Operator's privacy policy accessed via the Privacy Policy link, which is an unseparable part of these terms and conditions;

"Rules" means the Gambling Rules and the Game Rules specifically applicable to the relevant type of gambling and/or gaming, as identified in more detail in paragraph 1.3

"Services" means, as appropriate, the services offered for the time being by the Operator through the Website and/or via any Access Device application;

"Funds" and / or **"Cryptocurrency"** means fiat or cryptocurrency including 'bitcoin, tether, and/or (where applicable) other supported cryptocurrencies

"Terms of Use" means (a) the General Terms; (b) Privacy & Management of Personal Data; (c) Self-Exclusion & Responsible Gaming Policy; (d) Dispute Resolution Policy; (e) Money Laundering and Terrorism Financing Prevention Policy; (f) Fairness & RNG Testing Methods Policy; (g) Account, Payouts & Bonuses Policy where appropriate under paragraph 1.3, the relevant Rules, Additional Terms applicable to the Services that are being used by You; and

"Website" means the website or any respective page, subpage, subdomain or section thereof from time to time, located at or accessible via the domain name: <https://coinpoker.com/> (or associated Company's websites). The website also means software that is downloadable to your personal desktop or laptop computer from the website www.coinpoker.com, and the mobile software application that can be downloaded to your mobile device (including, without limitation, a cellular phone, tablet or any other type of mobile device now existing or hereafter devised) as well as all ancillary software to the poker software (whether web-based software or client/server software).

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

accordingly: (a) agree to the use of electronic communications in order to enter into contracts; and (b) waive any applicable rights or requirements which require a signature by hand, to the extent permitted by any applicable law; (c) agree, that in order to use our service you are requested to provide us with certain personal information which shall be processed on the basis of our Privacy Policy. The Terms of Use do not affect your statutory rights.

- 1.3. In addition, where You play any game using the Services, or otherwise use the Services, You agree to be bound by Rules of any game You play ("Game Rules"); any Bonus Terms; any terms and conditions relating to withdrawals and any other terms applicable to the Services and/or which You are required to confirm Your agreement to as part of the Services.
- 1.4. The original text of the Terms of Use are in English and any interpretation of them will be based on the original English text. If the Terms of Use or any documents or notices related to them are translated into any other language, the original English version will prevail.
- 1.5. Please read the Terms of Use carefully before accepting them. Once You have accepted the Terms of Use, please print the Terms of Use and store them, along with all confirmation emails, additional terms, transaction data, game rules, fair deal rules and payment methods relevant to Your use of the Website. Please note that the Terms of Use are subject to change, as set out in paragraph 3 below.
- 1.6. If You do not agree to accept and be bound by the Terms of Use please do not open an account, and/or continue to use Your Account. Your continued use of any of the Services will constitute acceptance of the Terms of Use which we have notified You are in force from time to time.
- 1.7. For the avoidance of doubt, each and all sections of the Website are governed by the Terms of Use, and You should ensure at all times that Your use of the Services is in accordance with the Terms of Use.

GENERAL TERMS

2. CONTRACTING PARTIES

- 2.1. The Terms of Use shall be agreed between You and the Operator. All information on the Website is provided by the provider of services on the Website, a company Precise IG Solutions B.V. operating via the (or associated Company's websites). Precise IG Solutions B.V. as Operator in these Terms and Conditions is referred to as, "We", "Us", "Our", "Management", "Site", "CoinPoker" or "Company" that you enter contract with. The Player and registered Account Holder shall be referred to as "You", "Yours", "Customer" or "The Player".
- 2.2. In the case of terms and conditions relating to funds held in Your Account from time to time, to any Operator Group company which holds such funds and shall (where appropriate) be deemed to include our agents, partners, and suppliers.

3. CHANGES TO THE TERMS OF USE

- 3.1. We may need to change the Terms of Use from time to time for a number of reasons, including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms of Use can be accessed from the Terms and Conditions link in the footer section of the Website.

3.2. Where we wish to make substantial changes to the Terms of Use, we will give You as much prior notice of such changes as is reasonably practicable via one of the methods set out in paragraph 3.3. For minor or insubstantial changes, we may not give You any notice of such changes, so You are advised to review the Terms of Use through the Terms and Conditions link on the Website on a regular basis.

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

4. OPENING YOUR ACCOUNT

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

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

4.2.1. register your Account by following the on-screen instructions; or

4.2.2. open by such other Account opening method as shall, from time to time be offered by the Operator;

4.3. When You open Your Account You will be asked to provide us with personal information, including Your name and date of birth and appropriate contact details, including an address, telephone number and e-mail address ("**Your Contact Details**"). You may update Your Contact Details from time to time by contacting Customer Services;

4.4. In opening Your Account You warrant that:

4.4.1. You understand and accept: (i) the risk that, by using the Services, You may, as well as winning Funds, lose Funds; (ii) the value of cryptocurrency can change dramatically depending on the market value.

4.4.2. You are: (a) over 18 years of age; and (b) above the age at which gambling or gaming activities are legal under the law or jurisdiction that applies to You (the "**Relevant Age**");

4.4.3. gambling is not illegal in the territory where You reside;

4.4.4. You are legally able to enter into contracts;

4.4.5. You have not been excluded from gambling; and

4.4.6. You have not already had an Account closed by us for any reason.

4.5. Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person, family, household, address (postal or IP), email address, Access Device or any environment where Access Devices are shared (e.g. schools, workplaces, public libraries etc) and/or account in respect of the Services. Any other accounts which You open with us, or which are beneficially owned by You in relation to the Services shall be "**Duplicate Accounts**". We may close any Duplicate Account (but shall not be obliged to do so). If we close a Duplicate Account:

- 4.5.1. all bonuses, free stakes and winnings accrued from such bonuses obtained using that Duplicate Account will be void and forfeited by You;
- 4.5.2. we may, at our entire discretion, void all winnings and refund all deposits (less amounts in respect of void winnings) made in respect of that Duplicate Account and, to the extent not recovered by us from the relevant Duplicate Account, any amounts to be refunded to us by You in respect of a Duplicate Account may be recovered by us directly from any other of Your Accounts (including any other Duplicate Account); or
- 4.5.3. we may, at our entire discretion, allow usage of the Duplicate Account to be deemed valid in which case all losses and stakes placed by or for You through the Duplicate Account shall be retained by us.

5. VERIFICATION OF YOUR IDENTITY; ANTI-MONEY LAUNDERING REQUIREMENTS

5.1. You warrant that:

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

5.1.2. You are the rightful owner of the funds which You at any time deposit in or withdraw from Your Account.

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

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

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

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

- 5.5.1. Your Account will be closed;
- 5.5.2. all transactions made whilst You were underage will be made void, and all related funds deposited by You will be returned by the payment method used for the deposit of such funds, wherever practicable;
- 5.5.3. any deposits made whilst You were under the Relevant Age will be returned to You; and
- 5.5.4. any winnings which You have accrued during such time when You were under the Relevant Age will be forfeited by You (and shall be deducted from the amount of any deposit returned under paragraph 5.5.3) and You will return to us on demand any such funds which have been withdrawn from Your Account.

6. USERNAME, PASSWORD, PIN AND CUSTOMER INFORMATION

- 6.1. After opening Your Account, You must take all reasonable steps to avoid disclosing (whether deliberately or accidentally) Your username, password and/or account number to anyone else, including (where practicable) ensuring that up-to-date security software is downloaded onto Your Access Device.
- 6.2. All transactions made where Your username and password and/or account number have been entered correctly will be regarded as valid, whether or not authorized by You, and we shall not be liable for any claims in the event that You disclose Your username, password or account number to anyone else (whether deliberately or accidentally).
- 6.3. If You have lost or forgotten Your Account details, or have a reason to believe that such details are known to an unauthorized third party, please contact us immediately for a replacement through support@coinpoker.com.

7. DEPOSITS AND WITHDRAWALS FROM YOUR ACCOUNT

- 7.1. If You wish to participate in the Services, You must deposit Funds into Your Account from an Account or source of which You are the Account holder. Such Funds may (subject to paragraph 5) then be used by You to gamble or play games. If You use a payment method in respect of which You are not the Account holder, we reserve the right to treat any deposit into the Account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant Checks.
- 7.2. For the avoidance of doubt Your Account shall not be used by You as a bank account and, should we become aware of deposits into and withdrawals from Your Account without commensurate gaming activity, we reserve the right to deduct an administration charge (whether or not we close or suspend the Account). Funds deposited with us in Your Account shall not attract interest.
- 7.3. To the extent required by Your local law or tax or other authorities You are responsible for reporting Your winnings and losses arising from the Services.
- 7.4. You can set a deposit limit on Your Account in any one day. For details of how to set up a deposit limit please contact support@coinpoker.com. Any confirmed reductions to your deposit limit will be of immediate effect.

- 7.5. Subject to terms of Closure of Your Account or any other terms set out in these Terms and Conditions or any amendments thereof, You may request withdrawal of funds from Your Account at any time provided that:
- 7.5.1. all payments made into Your Account have been confirmed as cleared and none have been charged-back, reversed or otherwise canceled;
 - 7.5.2. any Checks referred to Verification of Your Identity; Money Laundering Requirements have been completed by us to our satisfaction; and
 - 7.5.3. You have complied with any other relevant withdrawal conditions affecting Your Account (e.g. any applicable Bonus Terms).
- 7.6. On any withdrawal approved by us, provided that You give us sufficient information as to how the funds should be transferred to You, we will return the relevant funds to You (less charges incurred or any other amount required to be deducted from Your withdrawal in order to comply with any applicable law). Withdrawals will be made to your stated cryptocurrency wallet address when making a valid withdrawal request.
- 7.7. We will attempt to accommodate Your request regarding the payment method and currency of payment of Your withdrawal. This, however, cannot be guaranteed. Therefore, we may process and pay withdrawals in a different payment method than the one requested by You.
- 7.8. Inactive Account Fee. If You do not use Your Account for gaming, making a deposit, withdrawal or transfer, or if it is otherwise inactive, for a period of at least 13 consecutive months then it will be an **"Inactive Account"**. All Inactive Accounts will incur a fee ("Inactive Account Fee"), the details of which can be found in the Help section of the Website. We will notify You when Your Account becomes an Inactive Account, and at least 14 days before any Inactive Account Fee is deducted from it.
- 7.9. In relation to deposits and withdrawals of funds into and from your Account, You shall only use fiat currency or cryptocurrency that is valid and lawfully belongs to you.
- 7.10. The Company reserves the right (i) to apply additional KYC verification procedure for any withdrawal regardless of value in cryptocurrencies, as regulated by the Company's gaming license; (ii) to carry out such verification procedures in case of smaller withdrawals, if required by the Company's gaming license.
- 7.11. LIMITATIONS

The minimum size of deposit	
Currency	Amount
BTC	1
USDT	10000
Any FIAT currency (EUR, USD)	10000
The minimum size of withdrawal limit	
Currency	Amount
BTC	0.1
USDT	100
Any FIAT currency (EUR, USD)	100

Withdrawal limits			
Currency	Per day	Per week	Per month
BTC	0.5	1	2
USDT	10000	100000	500000
Any FIAT currency (EUR, USD)	10000	100000	500000

7.12. RESTRICTED COUNTRIES

7.12.1. You will not use our services while located in any jurisdiction that prohibits the placing and/or accepting of bets online (incl. denominated in cryptocurrency), and/or playing casino and/or live games including for and/or with cryptocurrency;

7.12.2. **Countries restricted for registration.** Residents of this country category can access the websites, but cannot register/sign up an Account: Afghanistan, Angola, Barbados, Benin, Bonaire, Burkina Faso, Cape Verde, Cuba, Comoros, Djibouti, East Timor, Eritrea, Faroe Islands, French Polynesia, Gambia, Greenland, Grenada, Guadeloupe, Guyana, Iran, Iraq, Japan, Kyrgyzstan, Lao People’s Democratic Republic, Libya, Macao, Martinique, Namibia, Nauru, New Caledonia, Niger, North Korea, Palau, Reunion, Saint Barthelemy, Saint Martin (Sint Maarten), Samoa, South Sudan, Sudan, Suriname, Syria, Tajikistan, Togo, Turkmenistan, US Minor Outlying Islands.

7.12.3. **Restricted for Gaming:** American Samoa (relevant state licenses required), Brazil, Canada, China (Pr), Guam (relevant state licenses required), Hong Kong, Israel, Macao, Puerto Rico (relevant state licenses required), Northern Mariana Island (relevant state licenses required), Singapore, Turkey, United Arab Emirates, United States Of America, US Minor Outlying Islands, US Virgin Islands.

7.12.4. **The Company does not provide service to the following countries:** Afghanistan, Benin, Bonaire, Burundi, Central African Republic, Chad, China, Congo Republic, Crimea, Cuba, Djibouti, Equatorial Guinea, Eritrea, Gabon, Gambia, Guinea, Guinea-Bissau, Guyana, Iran, Iraq, Kazakhstan, Kyrgyzstan, Lao People’s Democratic Republic, Liberia, Libya, Madagascar, Malawi, Mali,

Mauritania, Mongolia, Montserrat, Myanmar, Nauru, Niger, Niue, Norfolk Island, North Korea, Palau, Papua New Guinea, Saint Barthelemy, Saint Kitts and Nevis, Saint Martin, Sint Maarten, Sierra Leone, Sudan (North and South), Suriname, Syria, Tajikistan, Timor-Leste, Togo, Turkmenistan, Uzbekistan, Western Sahara, Yemen.

7.12.5. **Requires local license for specific countries:**
Australia, Belgium, France, Germany, Japan, Spain, Turkey, UK.

8. BONUSES

8.1. Account, Pay-outs & Bonuses policy are an integral part of these Terms of Use. By accepting the Terms of Use, you confirm acceptance of both the Terms of Use and Account, Pay-outs & Bonuses policy.

9. LEGAL USE OF THE WEBSITE

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

9.2. It is Your responsibility to determine the law that applies in the location in which You are present. You should ensure that You will be acting legally in Your jurisdiction in opening Your Account and/or using the Website and You represent, warrant and agree that You will do so.

9.3. If it becomes apparent to us that You are resident in a country in which the use of the Website is not legal or You are using the Website from a country in which the use of the Website is not legal, we shall be entitled immediately to close Your Account, in which case any balance on the Account on the date of such closure will be refunded to You as soon as it is practicable for us to do so.

10. PLACING YOUR STAKE AND/OR GAMING USING THE SERVICES

10.1. In order to place a stake or access a Service you should follow the instructions provided at the respective section of the Website.

10.2. It is Your responsibility to ensure that the details of any stake or similar transaction that you place using the Services (a "**Transaction**") are correct when using the Website (either directly, through an application or otherwise) in accordance with the relevant Game Rules, as appropriate.

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

10.4. We reserve the right to refuse the whole or part of any Transaction requested by You at any time in our sole discretion, or where You have breached the Terms of Use. No

Transaction is accepted by us until You have given the appropriate confirmation (or it has otherwise been accepted by us) in accordance with paragraph 10.2. If You are in any doubt as to whether a Transaction has been accepted successfully, You should contact support@coinpoker.com.

- 10.5. Once a Transaction has been accepted by us, You cannot cancel the transaction unless we agree otherwise.
- 10.6. In respect of gaming, the relevant Game Rules shall set out the point at which no further stakes will be accepted by us.
- 10.7. We may cancel or amend a Transaction due to Collusion, Cheating, Fraud and Criminal Activity, Errors or Omissions, as well because terms set out for Verification of Your Identity.
- 10.8. COMMUNITY CONTRIBUTIONS AT POKER
 - 10.8.1. The Company applies a commission charge ("Community Contributions") to each poker game in accordance with the guidelines outlined.
 - 10.8.2. Contributions on every hand at cash game tables on Website are made in USDT. If players have CHP on their balance, contributions will be deducted in CHP and contributions paid in USDT will be returned to users' balance.
 - 10.8.3. Community Contributions are calculated from the amount in the pot at the end of each hand for cash game tables.
 - 10.8.4. No Community Contributions are charged if the action finishes before the flop.
 - 10.8.5. Contributions on the Company's cash games are set at 5% after the flop.
 - 10.8.6. For each pot, the Community Contribution is calculated based on the winner of the hand. For example: Player A puts 6 USDT to the pot, Player B puts 6 USDT into the pot. The total pot is 12 USDT. 5% Community Contribution from this pot is 0.60 USDT.
 - 10.8.7. For purposes of rewards and bonus release, community contributions are calculated using the weighted contributed system.
 - 10.8.8. Contributions on poker tournaments are set at 8%, and this contribution is included in the tournament buy-in.
 - 10.8.9. The Company reserves the right to levy different Community Contributions on certain tables.
 - 10.8.10. Collected Community Contributions are split into two parts (90% and 10%) for dedicated purposes:
 - 10.8.10.1. On the first day of every month (or the first business-day of that month) 10% of the Community Contributions collected during the previous month are distributed for various community incentives, events and operational expenses. These funds are also used for encouraging players and supporters to contribute to the Website community.

- 10.8.11. No amount of the Community Contributions stay within the Company. The total amount of collected contributions is used as described in point 10.8.10.1.
- 10.8.12. All Open Face Chinese (OFC) cash games are subject to CC which is set to 2% for this particular game type.
- 10.8.13. CC in OFC cash games is deducted from every hand played.
- 10.8.14. CC in OFC cash games is calculated from the player's win amount.
- 10.8.15. In OFC cash games only the player who wins the hand pays CC.
- 10.8.16. In OFC cash games the total CC amount for each player is calculated at the end of the set.
- 10.8.17. In OFC cash games when a player is all-in their CC is cancelled at the end of the set.
- 10.8.18. In OFC cash games each player is allocated an equal share of the CC in each pot for bonus clearing purposes, regardless of their result in the hand.
- 10.8.19. Below please find OFC CC table explained.

Players in hand	Buy-in	Min. points	%	CC cap
3	2	2	2%	0.1
3	5	2	2%	0.25
3	10	2	2%	0.5
3	25	2	2%	1
3	50	2	2%	2
3	100	2	2%	4
3	200	2	2%	8
3	500	2	2%	10
3	1000	1	2%	10
3	2000	1	2%	10
3	5000	1	2%	10

11. REMOTE GAMBLING

- 11.1. Where You are accessing the Services via an electronic form of communication You should be aware that:
- 11.1.1. in relation to Your use of the Website for the placing of stakes or playing of games:
- 11.1.1.1. You may be using a connection or equipment which is slower than such equipment used by others and this may affect Your performance in time critical events offered via the Website;
- 11.1.1.2. You may encounter system flaws, faults, errors or service interruption which will be dealt with in accordance with IT Failure as below;

- 11.1.1.3. the Game Rules for each event or game offered via the Website are available and should be considered by You prior to Your use of the Services offered via the Website.

12. COLLUSION, CHEATING, FRAUD, AND CRIMINAL ACTIVITY

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

- abuse of bonuses or other promotions; and/or
- using unfair external factors or influences (commonly known as cheating); and/or
- taking unfair advantage (as defined below);
- opening any Duplicate Accounts; and/or
- undertaking fraudulent practice or criminal activity (as defined below):

constitute "**Prohibited Practices**" and are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion.

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

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

12.4. If:

12.4.1. We have reasonable grounds to believe that You have participated in or have been connected with any form of Prohibited Practice (and the basis of our belief shall include the use by us (and by our gaming partners and our other suppliers) of any fraud, cheating and collusion detection practices which are used in the gambling and gaming industry at the relevant time); or

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

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

12.4.4. in our reasonable opinion your continued use of the Services may be detrimental to our regulated status, including our continued ability to be licensed by the Licensing Authority; or

12.4.5. You become bankrupt or suffer analogous proceedings anywhere in the world, then, (including in connection with any suspension and/or termination of Your Account) we shall have the right, in respect of Your Account (and/or any other account held by You with an Operator Group company) to withhold the whole or part of the balance and/or recover from the account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in this paragraph 12.4. The rights set out in this

paragraph 12.4 are without prejudice to any other rights (including any common law rights) that we may have against You, whether under the Terms of Use or otherwise.

12.5. For the purposes of this paragraph 12:

12.5.1. "**fraudulent practice**" means any fraudulent activity engaged in by You or by any person acting on Your behalf or in collusion with You, and shall include, without limitation: (a) fraudulent charge-backs and rake-back activity; (b) the use by You or any other person who was participating in the same game as You at any time, of a stolen, cloned or otherwise unauthorised credit or debit card, as a source of funds; (c) the collusion by You with others in order to gain an unfair advantage (including through bonus schemes or similar incentives offered by us); (d) any attempt to register false or misleading account information; and (e) any actual or attempted act by You which is reasonably deemed by us to be illegal in any applicable jurisdiction, made in bad faith, or intended to defraud us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us any damage or harm;

12.5.2. "**criminal activity**" shall include, without limitation, money laundering and any offence under any law or regulation in Your country, where you are playing from or where your IP has been registered; and

12.5.3. "**unfair advantage**" shall include, without limitation:

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

12.5.3.2. the use of third party software or analysis systems; or

12.5.3.3. the exploitation by You, of an Error as defined below, in any case either to Your advantage and/or to the disadvantage of us or others.

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

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

12.8. OTHER PROHIBITED USE AND CONDUCT

12.8.1. **Bum Hunting:** Bum hunting is the act of intentionally targeting one group of players while avoiding giving action to others. Bum hunting includes deliberately targeting a user by intentionally sitting out at cash tables and only joining the game when the preferred user arrives. Bum hunting also involves purposefully targeting a user by following their activity. For example, waiting in the lobby until a desired user enters a game and then joining them in the game and playing only till they leave. It is

acceptable under certain circumstances to sit out and deny action, giving action to certain users while denying action to others when you are starting tables, is strictly prohibited.

- 12.8.2. Buttoning: Is the act of playing heads up with the intention of not playing an equal number of big blinds as their opponent. Withholding action in an attempt to pay less big blinds to obtain a greater edge is also not permitted at Website.
- 12.8.3. Ratholing: This is a situation when a player joins the table with a short-stack and leaves the table as soon as he hits a certain chips threshold only to immediately join a new table of the same stakes again with a short-stack. Also known as 'hit and run'. This behaviour is not permitted.
- 12.8.4. Table Blocking / Camping: Joining heads up tables without the intention of playing, denying other players action by sitting out (and not leaving the table) or simply sitting at a table to prevent other players access to the table is prohibited.
- 12.8.5. Language and Content: You are expressly prohibited from posting inappropriate content and/or language while using Website, including but not limited to any language and/or content that Company's employees deem to be unlawful, obscene, libelous, defamatory, threatening, or other material that would violate the law. Company is not responsible for verbal remarks and their real or perceived consequences on the chat function. You may not commit slander or libel against the Company. The provisions of this Section apply to Website's chat function, the player images option (including avatar, graphics and/or text), and player name and username.
- 12.8.6. Impersonation: You may not engage in any form of impersonation of an entity, official, employee, any person whoever, or misrepresent any relationship or affiliation with another person or entity whoever in connection with Your Account and/or Your use of the Website.
- 12.8.7. Collusion: Collusion between users by sharing hole cards or by any other methods is strictly forbidden. The Company reserves the right, in addition to other measures, to restrict seating and/or to prohibit users from playing at a particular poker table or in a tournament, including restricting two or more users from playing together at the same table or in the same tournament.
- 12.8.8. EPA Programs and Bots: Company prohibits those External Player Assistance Programs ("EPA Programs") which are designed to provide an "unfair advantage" to users or to monitor or copy Our website. The Company defines "external" to mean computer software and non-software-based databases or profiles (e.g. web sites and subscription services). The Company defines an "unfair advantage" as any instance in which a user accesses or compiles information on other users beyond that which the user has personally observed through the user's own game play. The use of artificial intelligence including, without limitation, "robots" ("Bots") is strictly forbidden in connection with Company Services.
- 12.8.9. Anonymous Proxy Servers: Anonymous proxy servers help people to avoid content blocks that some websites place on IP addresses from certain jurisdictions. Due to the legal issues that can arise from using Company's Services, specifically those found in Section 3 of the Agreement, You must not use anonymous proxy servers

to hide Your IP address from the Company, whether electronically, physically or otherwise.

12.8.10. Hacking: The Company strictly prohibits users from facilitating any viruses, Trojan horses, malware, worms or other computer programming routines that attempt to or may damage, disrupt, corrupt, misuse, detrimentally interfere with, surreptitiously intercept or expropriate, or gain unauthorised access to any system, data, information or the Company Services.

12.8.11. Jailbroken, Rooted or Emulated Devices: The Company Services cannot be used on jailbroken, rooted or emulated devices. Such devices are vulnerable to malware attacks and viruses, thus pose a risk for the device in use and the Services.

12.8.12. Chip-Dumping: Chip-dumping occurs when any user intentionally loses a hand in order to deliberately transfer his/her chips to another user. Any user who participates or attempts to participate in chip-dumping with any other user, including being the recipient of funds, while using the Website may be permanently banned from using the Service and Your Account may be terminated immediately.

13. CLOSURE OF YOUR ACCOUNT; TERMINATION OF THE TERMS OF USE CLOSURE AND TERMINATION BY YOU

13.1. Provided that Your Account does not show that a balance is due to us, You are entitled to close Your Account and terminate the Terms of Use on not less than twenty four hours' notice to us at any time, by contacting us through support@coinpoker.com.

13.1.1. indicating Your wish to close Your Account; and

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

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

13.2. When You request closure of Your Account under paragraph 13.1 we will, subject to paragraph 12.3, return any outstanding balance in Your Account to You.

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

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

13.5. Where You have closed Your Account, we may in certain circumstances be able to re-open Your Account with the same account details as before if You request us to do so. In such circumstances, while Your Account will have the same account details as before, it will

be subject to the Terms of Use which are in force at the date of any such re-opening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid.

CLOSURE AND TERMINATION BY US

- 13.6. We are, at any time (and notwithstanding any other provisions contained in the Terms of Use), entitled to close Your Account and terminate the Terms of Use on written notice (or attempted notice) to You using Your Contact Details. In the event of any such termination by us we shall, subject to paragraph 13.7, as soon as reasonably practicable following a request by You, refund the balance of Your Account.
- 13.7. Where we close Your Account and terminate the Terms of Use pursuant to Collusion, Cheating, Fraud and Criminal Activity or Breach of the Terms of Use, the balance of Your Account will be non-refundable and deemed to be forfeited by You to the extent of any claim that we may have against You as at the date of such closure (whether under Your Account, a Duplicate Account or otherwise). Closure of Your Account and Termination of the Terms of Use, other than pursuant to paragraphs 11 or 20 of these General Terms, will not affect any outstanding stakes, provided that such outstanding stakes are valid and You are not in breach of the Terms of Use in any way. For the avoidance of doubt, we will not credit any bonuses into Your Account, nor will You be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms of Use, or in response to Your request).
- 13.8. The following paragraphs shall survive any termination of the Terms of Use: 19, 20, 21, 22, 23, 25, 26, 28, 29, 30, 31, 32 and 34 and any other paragraphs which are required for the purposes of interpretation; together with any relevant sections of the Game Rules, the Privacy Policy and the Additional Terms.

SUSPENSION BY US

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

14. ACCESS TO, AND USE OF, THE SERVICES

- 14.1. You are solely responsible for the supply and maintenance of all of Your Access Devices and related equipment, networks and internet access services that You need to use in order to access the Services. We will not be liable in any way whatsoever for any losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, the Operator does not make any representation or give any warranty as to the compatibility of the Services with any particular third party software or hardware, including (for the avoidance of doubt) third party analysis which promise certain results from any of the Services.
- 14.2. Under no circumstances should You use the Services for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or

other discriminatory nature, or which could cause offence. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, including other users, via the Website, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any Operator staff used to provide the Services, Customer Services, or any helpdesk or support function which we make available to You.

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

14.4. Any material (other than Software under paragraph 17) downloaded by You from the Website shall be downloaded entirely at Your own risk and the Operator shall not be liable in respect of any loss of data or other damage caused by any such download.

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

15. GAMBLING TERMS

15.1. Expressions used in the gambling industry are numerous. Should You be in any doubt as to the meaning of any expression, You should:

- 15.1.1. look up its meaning in relating to the event or game You are gaming on;
- 15.1.2. if You are still in any doubt, contact support@coinpoker.com for clarification; and
- 15.1.3. not place stake or game on any event until its meaning is understood to Your satisfaction,

because we cannot accept any responsibility if You place a stake or game via the products offered via the Services in circumstances where You do not understand any of the terms involved in or relating to the game.

16. ALTERATION OF THE WEBSITE

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

17. THIRD PARTY SOFTWARE

17.1. In order to use the products offered through the Services, You may be required to download and install software supplied by third parties on to Your Access Device ("Software"). Software may include, but is not limited to: Access Device applications, our download Casino products and any promotional, marketing and/or facility applications, products and software.

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

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

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

18. IT FAILURE

18.1. Where problems occur in the software or hardware used by us to provide the Services we will take all reasonable steps to remedy the problem as soon as reasonably practicable. Where such problems cause a game to be interrupted in circumstances where it cannot be restarted from exactly the same position without any detriment to You or other players, we will take all reasonable steps to treat You in a fair manner (which may include reinstating the balance on Your Account to the position existing following completion of the last stake or game logged on the Operator's server immediately prior to the occurrence of the problem).

19. ERRORS OR OMISSIONS

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

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

19.1.2. where we have made a 'palpable error'. A palpable error occurs where:

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

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

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

19.1.4. where an error has been made as a result of a Prohibited Practice;

19.1.5. where we should not have accepted, or have the right to cancel or re-settle, a stake pursuant to the Gambling Rules (for example due to 'Related Contingencies');

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

19.1.7. where an error has been made by us as to the amount of free bonuses that are credited to Your Account,

such circumstances being referred to as an **"Error"**

19.2. We reserve the right to:

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

19.2.2. where it is not reasonably practicable to correct and re-settle under 19.2.1 above, to declare the bet void and return Your stake into Your Account; or

19.2.3. in circumstances where the Error has resulted from a Prohibited Practice, to take the steps set out in there Terms of Use.

19.3. Any funds which are credited to Your Account, or paid to You as a result of an Error shall be deemed to be held by You on trust for us and shall be immediately repaid to us when a demand for payment is made by us to You. Where such circumstances exist, if You have funds in Your Account we may reclaim these funds from Your Account pursuant Terms of Use. We agree that we shall use all reasonable endeavours to detect any Errors and inform You of them as soon as reasonably practicable.

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

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

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

20. EXCLUSION OF OUR LIABILITY

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

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

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

20.3.1. LOSS OF DATA;

20.3.2. LOSS OF PROFITS;

20.3.3. LOSS OF REVENUE;

20.3.4. LOSS OF BUSINESS OPPORTUNITY;

20.3.5. LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;

20.3.6. BUSINESS INTERRUPTION; OR

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

21. BREACH OF THE TERMS OF USE

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

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

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

21.2. Where You are in breach of the Terms of Use, we may at our sole discretion, prior to any suspension or termination of Your Account, notify You (using Your Contact Details) that You are in breach, requiring You to stop the relevant act or failure to act, and/or requiring You to put right an act or fault on Your part and warning You of our intended action if You do not do so, provided always that such notification shall not be a pre-condition to any suspension or termination of Your Account.

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

21.4. In addition to any other remedy available, if You breach any of the Terms of Use we shall be entitled to recover from Your Account any positive balance to the extent of any amount reasonably claimed against You pursuant to paragraph 20.1.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. All website design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software and all other

material forming part of the Services are subject to copyright and other proprietary rights which are either owned by us or used under licence from third party rights owners. To the extent that any material comprised within the Services may be downloaded or printed then such material may be downloaded to a single device only (and hard copies may be printed) solely for Your own personal, non-commercial use.

- 22.2. Under no circumstances shall the use of the Services grant to You any interest in any intellectual property rights (for example copyright, know-how or trade marks) owned by us or by any third party whatsoever, other than a personal, non-exclusive, non-sub-licensable licence to use such intellectual property rights in connection with Your personal, non-commercial use of the Services pursuant to the Terms of Use.
- 22.3. No rights whatsoever are granted to use or reproduce any trade marks or logos which appear on the Website except as specifically permitted in accordance with the Terms of Use.
- 22.4. You must not, nor must You allow any other person to copy, store, publish, rent, licence, sell, distribute, alter, add to, delete, remove or tamper with the Website or any part of it in any way or directly or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter the Website, other than in the course of viewing or using the Website in accordance with the Terms of Use.
- 22.5. All intellectual property rights in the name Operator, the logos, designs, trade marks and other distinctive brand features of the Operator and any content provided by the Operator or any third party for inclusion on the Website vest in the Operator or the applicable third party. You agree not to display or use such logos, designs, trade marks and other distinctive brand features in any manner without our prior written consent.

23. VIRUSES, HACKING AND OTHER OFFENCES

- 23.1. You shall not:
- 23.1.1. corrupt the Website;
 - 23.1.2. attempt to gain unauthorised access to the Website, the servers on which the Website is stored or any server, computer or database connected to the Website;
 - 23.1.3. flood the Website with information, multiple submissions or "spam";
 - 23.1.4. knowingly or negligently use any features which may affect the function of the Website in any way for example (but not limited to) releasing or propagating viruses, worms, trojans, logic bombs or similar material that is malicious or harmful;
 - 23.1.5. interfere or tamper with, remove or otherwise alter in any way, any information in any form which is included on the Website;
 - 23.1.6. attack the Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any suspected breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.
- 23.2. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your Access Device

and related equipment, computer programs, data or other proprietary material due to Your use of the Website or to Your downloading of any material posted on such Website, or on any website linked to the Website.

23.3. Website is free from malicious software.

24. YOUR PERSONAL INFORMATION

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

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

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

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

24.4.1. for the purposes set out in the Terms of Use (including the Privacy Policy); and

24.4.2. for other purposes where we need to process Your Personal Information for the purposes of operating the Services,

including by sharing it with our service providers, employees and agents for these purposes, for example to our providers of postal services, marketing services and Customer Services agents. We may also disclose Your Personal Information in order to comply with a legal or regulatory obligation.

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

25. USE OF 'COOKIES' ON THE WEBSITE

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

25.2. If You object to cookies or want to delete any cookies that are already stored on Your Access Device, we recommend that You follow the instructions for deleting existing cookies and disabling future cookies on Your file management and internet browsing software. Further

information on deleting or controlling cookies is available within our Privacy Policy. Please note that by deleting our cookies or disabling future cookies You may not be able to access certain areas or features of the Website.

26. COMPLAINTS AND NOTICES

26.1. No claim or dispute with regard to:

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

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

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

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

26.4. When we wish to contact You, we may do so using any of Your Contact Details. Notices will be deemed to have been properly served and received by You immediately after an email is sent or after we have communicated with You directly by telephone (including where we leave You a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

26.5. If there is no reaction on your complaint or notice from us or in your opinion the issue is not yet resolved, you can file a complaint or notice to the licensing and supervision organization.

27. TRANSFER OF RIGHTS AND OBLIGATIONS

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

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

28. EVENTS OUTSIDE OUR CONTROL

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

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

29. WAIVER

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

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

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

30. SEVERABILITY

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

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

31. ENTIRE AGREEMENT

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

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

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

32. THIRD PARTY RIGHTS

- 32.1. With the exception of the Operator's Group companies, unless these Terms of Use expressly state otherwise a person who is not a party to these Terms of Use has no right to enforce any of the terms.

33. LAW AND JURISDICTION

- 33.1. These Terms of Use shall (subject to paragraph 24.2) be governed by and interpreted in accordance with the laws of the Curacao.

34. RESPONSIBLE GAMING/GAMBLING

- 34.1. For those customers who wish to restrict their gambling, we provide a voluntary self-exclusion policy, which enables You to close Your Account or restrict Your ability to gamble on the Website for a minimum period of six months. Once Your Account has been self-excluded You will be unable to reactivate the Account under any circumstances until the expiry of the period chosen under this paragraph. At the expiry of the self-exclusion period, you will be entitled to re-commence use of the Services by contacting support@coinpoker.com.
- 34.2. In case you are concerned about your gambling practices there are a number of guidelines you may find useful:
- 34.2.1. try and establish limits for the amounts you want to wager or deposit.
 - 34.2.2. consider how long you wish any wagering session to last before commencing and be sure to keep an eye on the clock.
 - 34.2.3. try not to let gambling interfere with your daily responsibilities.
- 34.3. Mind that gambling is not advised if you are recovering for any form of dependency or if you are under the influence of alcohol or any other substance including some prescription medication.
- 34.4. You should always be aware, that gambling is a form of recreation and should not be viewed as an alternative source of income or a way to recoup debt. Recognising that you may be developing a gambling problem is the first step to regaining control.
- 34.5. Please bear in mind, that:
- 34.5.1. Gambling should be entertaining and not seen as a way of making funds
 - 34.5.2. you should avoid chasing losses;
 - 34.5.3. Only gamble what you can afford to lose;
 - 34.5.4. Keep track of time and the amount you spend gambling.
- 34.6. If You require any information relating to this contact our Customer Support or view our Responsible Gambling section.

34.7. The Operator is committed to supporting Responsible Gambling initiatives. We suggest to visit www.responsiblegambling.org for further help, if you feel that gambling starts to become a problem for you.

35. LINKS

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

36. CONTACTING US

36.1. The Operator can be contacted by e-mail support@coinpoker.com. Please note that all calls may be recorded for training and security purposes. If You are concerned about your gambling practices there are a number of guidelines you may find useful:

- Consider how long you wish any wagering session to last before commencing and be sure to keep an eye on the clock.
- Try not to let gambling interfere with your daily responsibilities.
- Gambling is not advised if you are recovering for any form of dependency or if you are under the influence of alcohol or any other substance including some prescription medication.
- Gambling is a form of recreation and should not be viewed as an alternative source of income or a way to recoup debt.