

## CasinoClub

Gaming VC Corporation Limited, 2<sup>nd</sup> Floor, Palazzo Ca' Brugnera, Birkirkara. BKR 9024, Malta, a company registered in Malta, (hereinafter called the "Company") License Agreement, Terms and Conditions and Privacy Policy are agreed between the Company and the player (hereinafter called the "User") for the use of the Company's online gaming system "Casino Club". Gaming VC operates under Letter of intent issued on the 17<sup>th</sup> September 2008 for license No. LGA/CL1/350/2007. It operates according to Maltese Law, and it is regulated by the Lotteries and Gaming Authority.

Please read this agreement carefully and make sure that you fully understand the contents. The Company reserves the right to change the License Agreement, the Terms and Conditions and Privacy Policy from time to time. The User agrees to regularly view the License Agreement, the Terms and Conditions and Privacy Policy on the Company's gaming website.

This License Agreement, Terms and Conditions and Privacy Policy apply to both the Company and you as User. The Company agrees to provide the User with the services listed below. By pressing the "I AGREE" button when opening your CasinoClub account, the User states that each time he/she enters the online gaming system, participates in the Games, and accepts any prize, the User represents that he/she fully understands and explicitly consents to the License Agreement, the Terms and Conditions and the Privacy Policy (including any revisions which may periodically take place) and how the Company's online gaming system operates.

The online games offered by the Company's online gaming system are hereinafter called "Games".

## License Agreement

**§1** The Company grants the User a personal, non-exclusive, non-assignable, and non-transferable license to use the Company's client software and online gaming system. The User may use the client software on a computer on which he/she is the primary user.

**§2** The User may not copy the client software or written materials associated with the online gaming system. The license cannot be assigned or transferred to anyone but the original User. The User may not sublicense, nor assign or transfer this license, nor rent or lease any portion of the online gaming system. The User may not reverse engineer, decompile, disassemble, modify, translate, and make any attempt to discover the source code, or create derivative works based on the online gaming system.

**§3** The Company's online gaming system in full title, all pictures, graphics, photographs, animations, videos, music, audio, text, and the software in full are protected by copyright laws. Any unauthorized copying or distribution is strictly forbidden and violators will be prosecuted.

**§4** The User agrees that he/she is solely responsible for all use of the Company's online gaming system through his/her Login, Password, and Security Code. The User is obliged to keep his/her Login, Password, and Security Code secret and confidential. The User shall not allow any other person or third party; including, without limitation, any minor, to use or reuse User's account, accept any prize, or participate in the Games. Any unauthorized use of the Login, Password, or Security Code shall be the sole responsibility of the User and be deemed as his/her use. Any liability originating from such use shall be that of the User.

**§5** The User fully accepts that all computer instructions and responses sent over the Internet to and from the Company's online gaming system and the client software will be binding to the User. The User fully accepts and agrees that random number generator software will determine the outcome of the odds based Games (or the odds based parts of the Games). Our casino operates with a very sophisticated

Random Number Generator (RNG), which guarantees a randomized outcome for each game. (In order to understand how to use the Company's online gaming system, the User can access the online gaming system and Games help file.)

**§6** In the event of aborted games for any reason whatsoever, all users' transactions are always accurately recorded on our system. Kindly contact our customer care team. We recommend all our clients to have an alternative ISP for any potential connection problem with your Internet Service Provider (ISP).

**§7** In order to make bets and wagers in the Games the User may transfer funds to and from his/her online gaming account to and from the Company's online gaming system. The User accepts and authorizes the Company to instruct the company managing the online gaming account to manage such deposits and withdrawals.

**§8** The User is prohibited to place a wager greater than the available funds in his/her online gaming account.

**§9** The Company reserves the right to block a User from the Games, and to withhold payment of any funds; if suspicion or evidence of manipulation with the Company's gaming system arises. Charges will be brought against any User or any third party who has manipulated, or tried to manipulate, the Company's client software and online gaming system.

**§10** In order to maintain a high level of security and to protect the User's funds, the Company may (by itself or by authorizing the company managing the online gaming account) perform random security checks. The User hereby accepts that the Company (and the company managing the online gaming account) has the right to demand additional documentation in order to verify the User in the event of such random security check.

## Terms and Conditions

**§11** The user must submit the correct information during his registration. The user also agrees to update this information should there be any changes to his personal data provided. Gaming VC will accept no liability from third parties whatsoever, resulting from provision of incorrect data by a user. A player must register personally and in his/her own name.

**§12** Gaming VC allows only one account per person. Any subsequent accounts opened under the same personal details and/or IP address that are found to be related to any existing account may be closed immediately and any bets will be voided at Gaming VC discretion. Gaming VC reserves the right to reclaim any winnings attained by these means.

**§13** Participation in the Games is open to residents of legal age (18 years or the legal age of majority in his/her jurisdiction, whichever is greater) in a jurisdiction of residence where the Games are not prohibited. Employees of the Company, its licensees, distributors, wholesalers, affiliates, and subsidiaries are not eligible to participate in the Games.

**§14** CasinoClub.com reserves the right to close an account at its sole discretion. In such cases, any funds will either be remitted to the player or transferred to the Authority depending on the circumstances. Contractual agreements must however still be honoured.

**§15** By opening an account with CasinoClub, the customer declares:

- To use the betting account just for his own use;
- Funds used to deposit must not originate from illegal or criminal activity.

**§16** Player's Usernames must not infringe on trademark, company names or be abusing or offensive to other players.

**§17** Account holders are responsible to ensure that the credit card issuer allows the card to be used for gambling purposes. Gaming VC cannot accept responsibility for any action taken by a card issuer against the account holder.

**§18** Residents of the USA and Turkey are not allowed to open an account with CasinoClub.com. It is the user's responsibility to determine the legal status of internet gambling in his/her jurisdiction and act accordingly. The availability of the website in any particular jurisdiction does not constitute an offer or invitation by Gaming VC to use the services offered by the website. The Company will accept no liability whatsoever with respect to actions by users where internet gambling is illegal and/or which is in violation of this article of the Terms and Conditions. Gaming VC reserves the right to void transactions with minors or defaulters, the Company can request documents to verify your age.

**§19** The User shall abide by any and all rules in the Games as set out in connection with the Games and/or in the corresponding help files such as the House Rules and the House Policies.

**§20** The User acknowledges that full freedom from errors or incompleteness is impossible to achieve with respect to computer software. The User undertakes to promptly notify the Company in writing of any error or incompleteness in the Company's online gaming system which the User notices while accessing the Games. The User accepts that the Company may adjust the User's account balance in the unlikely event of a software error which incorrectly rewards a prize to the User.

**§21** The Company reserves the right to restrict a User from accessing the Games, and to withhold payments made by a User, for a time period to be determined by the Company if suspicion or evidence of breach of the Company's Terms and Conditions arises. Charges will be brought against any User or any third party who has breached, or tried to breach, the Company's Terms and Conditions.

**§22** The Company reserves the right to immediately close the account of any User who uses unauthorized programs such as "bots", or any other illegal software that gives the User unlawful advantages, and to void all winnings from those accounts. In addition, the withdrawal of any funds from those accounts will be prevented during any technical and legal investigation that is a result of a suspected violation of this rule.

**§23** Any applicable taxes and fees in connection with any awarded prize are the sole responsibility of the User. Prizes cannot be transferred, substituted, or redeemed for any other prize.

**§24** If no transaction has been recorded on a User's account for thirty (30) months, the Company will remit the balance in that account to the User, or if the User cannot be satisfactorily located, the funds will be remitted to the Lotteries & Gaming Authority ('LGA') in Malta.

**§25** The Games and the Company's online gaming system are subject to the laws and regulations of Malta. Any dispute arising out of or relating to the online gaming system, Games, prizes, website, client software, the Company, and/or the company managing the Users online gaming account, shall be governed by the laws of Malta, excluding choice of law principles.

**§26** Any complaints regarding our handling of any matter should be addressed to [support@casinoclub.com](mailto:support@casinoclub.com) . If you still feel that your matter has not been resolved to your satisfaction, you should turn to the Authority which can be reached on the following email address [complaints@lga.org.mt](mailto:complaints@lga.org.mt)

**§27** Customers can choose to close their betting account, please contact customer care on [support@casinoclub.com](mailto:support@casinoclub.com)

**§28** In the event of disagreement between the English language version and any other languages, the English language version shall prevail.

**§29** Funds deposited must be utilised for the placing of bets or for the stake on games at Gaming VC. Any suspicious activity on an account could lead to the user being reported to the relevant authorities, freezing of the funds and even the closure of the account. Funds cannot be deposited and withdrawn to a different payment method without placing bets.

**§30** Winnings and account balances in the 'Practice Play mode' mode have no commercial value whatsoever and are not redeemable for cash, credit or any other type of benefit.

**§31** Funds cannot be transferred from the account of one user to the account of another user.

**§32** The Company is not a financial institution therefore customers must not expect interest to be paid on their account balances.

**§33** Under the terms of international legislation aimed at the prevention of money laundering, Gaming VC Corporation Limited is obliged to design and implement procedures aimed at ensuring that instances of attempted money laundering are detected, prevented and reported to the appropriate authorities. To that end, Gaming VC Corporation has established policies and procedures aimed to monitor all transactions done on CasinoClub.

**§34** The User accepts that the Company will not make a payment in excess of two thousand three hundred Euros (€2,300) out of the User's online gaming account to the User, until the User's identity, age and place of residence have been verified.

## Privacy Policy

**§35** The Company is committed to respecting the User's privacy and to complying with applicable data protection and privacy laws. The Company has adopted the following Privacy Policy which will apply to the User when he/she uses the online gaming system and the related websites.

**§36** "Personal Information" shall be defined as any information about the User that directly or indirectly identifies the User.

**§37** The types of Personal Information the Company may collect from the User could include, for example, Identity documents such as Passport or identity card as well as a recent utility bill to verify one's address. The User's name, contact information, birth date and billing information.

**§38** Most of the Personal Information is supplied by the User on a voluntary basis and some is gathered automatically by the Company's systems such as statistical data on the User's use of the Company's website.

**§39** The Company will only use the Personal Information it collects from the User to deliver the Company's gaming service, to provide user support and payment services, to carry out necessary security and identity verification checks, to process any of the User's online transactions, to complete a transaction initiated by the User, to process any of the User's requests for information, to monitor website usage levels and the quality of the gaming service the Company provides, and to inform the User, from time to time, about products and services that the Company considers may interest the User (hereinafter

the "Purposes"). The Company will not sell, lease, share or disclose your Personal Information except as set forth in this Privacy Policy.

**§40** The Company has the right to share the User's Personal Information with its affiliates, subsidiaries, agents and suppliers only for the Purposes set out above. All recipients of the User's Personal Information shall be bound by this Privacy Policy and applicable data protection and privacy laws to keep the User's Personal Information private.

**§41** Personal Information collected by the Company may be stored and processed in any country in which the Company or its affiliates, subsidiaries, supplies or agents maintain facilities, and the Company may transfer the Personal Information outside of the User's country.

**§42** The Company also has the right to disclose the User's Personal Information to relevant recipients if it is required to do so by law, or if the Company believes in good faith that such disclosure is necessary to: (a) comply with any legal process served on the company or its gaming service; (b) protect and defend the Company's rights and/or property; (c) protect the safety of other users of the gaming service or the public or; (d) investigate any suspected violations of the Company's Terms and Conditions or user guidelines or License Agreement, fraud or other similar and/or unlawful activity performed by the User.

**§43** For security reasons, your personal data will not be passed on to third parties in any form whatsoever as a matter of principle, unless of course you give us permission to do so. So as to aid the prevention of match or price rigging, we reserve the right to relay a suspected offender's saved details (information pertaining to the reservations or suspicions of the respective misdemeanor in question) to sporting bodies, authorities or any other third party, which deals with the investigation of such offences. The company naturally fulfils the valid legal regulations for the collection and processing of personal information.