

## **PLAYER TERMS AND CONDITIONS**

Last updated: 2024-06-10

### **Definitions**

**Affiliates** – in relation to Entretenimiento Rojo B.V, its group companies and any third parties who facilitate the provision of our services by Entretenimiento Rojo B.V to Players, including but not limited to, third-party payment service providers.

**Agreement** – means these Terms, and all other legal agreements, documents and policies referred to in these Terms and set out on the Website, including but not limited to, the Betting Rules, the Privacy and Cookies Policy and any specific terms relating to a service, bonus or promotion being offered.

**Bet** - means a real money stake placed on any product (e.g. Sportsbook, Casino)

**Betting Account** - shall mean a betting account opened by a Player on Registration.

**Betting Account Balance** – shall mean the level of cleared real money funds held in a Player’s Betting Account, excluding, for the avoidance of doubt, any uncleared bonuses.

**Confiscate** – shall mean the action of either, at our sole discretion: (1) freezing funds held in a Betting Account so that they cannot be accessed, or (2) deducting funds from a Betting Account Balance and moving them from our dedicated bank account for Player funds to our general business account, after which transfer, the funds shall belong to us.

**Content** – shall mean all information, data, images, photographs, videos, text and other content displayed on the Website and/or our Services (including without limitation the Third Party Content).

**Force Majeure** – refers to any occurrence or condition beyond a party’s reasonable control which leads to a delay or default in the performance of a contractual obligation and shall include Acts of God, government restrictions (including the denial or cancellation of any necessary license where such denial or cancellation is made through no fault of the affected party), wars, outbreak of hostilities, riots, civil disturbances, insurrections, acts of terrorism, fire, explosions, floods, theft, malicious damage, strikes, lockouts, power outages, internet outages, pandemic and/or any other cause beyond the reasonable control of the party whose performance is affected.

**Intellectual Property Rights** - means, without limitation, all intellectual property rights anywhere in the world, whether or not patentable, including without limitation, rights in algorithms, binary code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, manufacturing information, mask works, materials, methods, moral rights, object code, original works of authorship, patents, patent applications, patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation,

research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks, trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing.

Player, Players – shall mean any person that accesses the Website or that uses our Services.

Restricted Territories – means the territories listed in clause 22 in relation to each Service.

Rules – means the rules for each Service as displayed on the Website or on a website hosted by a third party and referred to on the Website.

Services – all gaming, betting and other services that a Player can access through the Website, including the facilitation of withdrawals and deposits into Betting Accounts and all promotions and bonuses.

Terms – these Player terms and conditions.

Third Party/Parties - means parties that are not a party to this agreement but who have a relationship with either Betting or the customer

Website - any betting website run by Entretenimiento Rojo B.V including any related websites, sub-domains, source code and/or website APIs, whether visible or not.

## **1. These terms**

1.1. Welcome to Entretenimiento Rojo B.V terms and conditions (“Terms”).

1.2. In order to successfully complete the registration process, players (“Players”) must confirm that they have read and accepted these Terms.

1.3. These Terms apply to:

1.3.1. the use of our services (“Services”) (Sports betting, Casino etc.);

1.3.2. the use of this website (“Website”).

1.4. Capitalised words used in these Terms have the meanings set out in the “Definitions” section at the beginning of these Terms.

## **2. Who we are**

2.1. This Website and (the “Website”) is operated and controlled by Entretenimiento Rojo B.V.. a company registered in Curaçao with registration number 152924 and registered office at Emancipatie Boulevard, Dominico F. "Don" Martina 31, Willemstad, Curacao.

2.2. In these Terms, references to “We”, “Our” or “Us”, means Entretenimiento Rojo B.V.

2.3. Entretenimiento Rojo is licensed and regulated by Curaçao Interactive Licensing Ltd under Master Licence No. #5536/JAZ.

2.4. Entretenimiento Rojo's wholly owned subsidiary, RDL Rojo Digital Media Ltd (company number 396053) with registered address Athinon, 5, Agios Antonios, 1015 Nicosia, Cyprus, handles all payment processing on behalf of Entretenimiento Rojo NV.

### **3. Legal Agreement**

3.1. By accessing or browsing the Website, registering with any of Entretenimiento Rojo's brands, or otherwise using our Services, Players agree that they understand, accept and will comply with all documents that form the agreement ("Agreement").

3.2. In these Terms, when we refer to the Agreement, we mean these Terms and all other legal agreements, documents and policies displayed on the Website, including but not limited to:

- Bonus Terms and Conditions
- Our Privacy Policy

3.3. If Players do not understand any part of the Agreement or they do not agree with any of its terms, then they should not use the Website or access our Services.

### **4. Betting services**

4.1. We offer gaming and betting services through the Website.

4.2. If Players:

4.2.1. require further information about a Service;

4.2.2. do not understand how to use a Service; or

4.2.3. do not understand the rules ("Rules") relating to a Service, they should contact the customer services team at support@discasino.com who will be happy to provide further information.

4.3. Although we make reasonable efforts to ensure that our Services are provided to the highest standards, neither we nor our affiliates ("Affiliates") make any representations, warranties or guarantees, whether express or implied, as to the standard of our Services provided.

### **5. Amendments to the Agreement**

5.1. We reserve the right to make amendments to the Agreement at any time, without consulting Players, by amending the relevant pages of the Website.

5.2. By continuing to use the Website and Services, the Player agrees to the latest version of this document which is posted on the site. The version posted on the Website is the effective version and that which Players should use as a reference. The date that it was last updated can be found at the bottom of these Terms.

5.3. It is the Player's responsibility to inform themselves regarding the Terms, Privacy Policy, General Betting Rules and any other documents as outlined in clause 3, as well as being familiarised with any modifications/updates that affect or will affect the Player.

5.4. If Players do not agree to the amended Agreement, they should stop using the Website and our Services immediately.

## **6. The betting experience and customer service**

6.1. We have a dedicated customer services team who are on hand to provide any assistance that Players may require. Players can contact the customer services team by emailing [support@discasino.com](mailto:support@discasino.com) or by using the chat function on the Website.

6.2. If we have to contact Players, we will do so via the Website, by SMS, Whatsapp, phone call or by writing to Players at the email address or other address that is registered on their account.

## **7. Responsible gambling**

7.1. Entretenimiento Rojo is committed to ensuring its customers gamble responsibly. We strive to comply with and enforce Responsible Gambling.

7.2. It is the Players' responsibility to ensure that they are familiar with and fully understand our Responsible Gambling Policy and Players must not seek to deliberately avoid the measures that we have put in place, for example, by registering a new account to circumvent their own self-exclusion and continuing to place bets.

7.3. We accept no responsibility or liability if Players do not use the Website or our Services in accordance with the Responsible Gambling Policy or if they suffer a loss as a result of circumventing any responsible gambling measures that we have implemented.

## **8. Player Registration**

8.1. To use our Services, Players must register for a Betting Account by following the on-screen instructions on the Website. During the registration process, Players will be prompted to provide certain general information, including but not limited to their email address and/or username. Additionally, Players will be required to set a secure password for their account to ensure the protection of their personal information and account security.

8.2. We reserve the right to prevent a Player from registering for any reason and without explanation.

8.3. By registering, Players confirm that:

8.3.1 they are over 18 years old (or where another age restriction applies in a Player's jurisdiction, they meet the legally required age to gamble), and there is no legal restriction on them accessing the Website and using our Services in their jurisdiction;

8.3.2. they are not bankrupt or unable to pay their debts as they fall due;

8.3.3. they are acting on their own behalf and not on behalf of any third party;

8.3.4. they will use the Website and our Services solely and exclusively in a personal and non-professional capacity for recreational and entertainment reasons;

8.3.5. all information that they provide to us is true and accurate in all respects, and they will always keep it up to date;

8.3.6. they will at all times act honestly, responsibly and respectfully when accessing the Website and using our Services;

8.3.7. they will act at all times in compliance with all laws and regulations that may apply to them, it is understood that it is a Player's sole responsibility to ensure that they are aware of and that they fully comply with the same;

8.3.8. they will not cheat or act fraudulently when accessing the Website and using our Services (see clause 18 (Legal restrictions, Fraud and Cheating) for further information).

8.3.9. they will promptly provide any information or documentation reasonably requested by us so that we can verify that they are in compliance with applicable laws, regulations or the Agreement.

8.3.10. They are not accessing the website from any of the following jurisdictions: Netherlands, Netherlands Antilles, Belgium, France, United Kingdom, Reunion, Mayotte, Australia, Austria, Czech Republic, Spain, Canada, Estonia, Hungary, Ireland, Serbia, Slovakia, Slovenia, Germany, North Korea, Iran, Myanmar, Yemen, Zimbabwe, South Sudan, Afghanistan, Cuba, Iraq, Cote d'Ivoire/Ivory Coast, Liberia, Libya, Bulgaria, Malta, Sudan, Syria, USA, US Overseas Territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S Virgin Islands), Aruba, Curacao, French Polynesia, Lithuania, New Caledonia, Sint Maarten, St. Barthélemy, St. Martin, St. Pierre & Miquelon, U.S. Outlying Islands, Wallis & Futuna, French Guiana, Guadeloupe, Martinique, Latvia, Poland, Sweden, Switzerland and any other territories that we may notify Players of from time to time.

The Player confirmations set out above are given at registration and are deemed true for as long as a Player has a Betting Account.

8.4. Each individual Player may only register one Betting Account. Duplicate accounts will be closed and any outstanding funds will be forfeited if, in the opinion of Entrenimiento Rojo, the Player is using the duplicate account to circumvent security measures.

8.5. Please also see clause 19 (Security) which provides further important information about Player login details and Betting Account security.

## **9. Identity checks**

9.1. To prevent fraud, money laundering and underage gambling, it is important that we verify Players' identities.

9.2. We may run verification checks at various points of a Player's tenure while a Player is registered. For example, at the point of registration, when Players request withdrawals or if we notice fraudulent Betting Account behaviour.

9.3. Players agree that we are permitted to use all reasonable means to confirm Players' personal details, creditworthiness and if necessary to meet our anti-money laundering legislation obligations, source of wealth, including passing such personal information to third parties such as

document verification platforms. We will ask for documentary evidence from Players if our checks are inclusive.

9.4. Notwithstanding any other provisions of these Terms relating to withdrawals, if a Player fails our identity checks or fails to provide identity documentation following a request to do so, we may take any or all of the following steps:

9.4.1. temporarily or permanently close a Player's Betting Account;

9.4.2. confiscate ("Confiscate") funds held in a Player's Betting Account;

9.4.3. refuse to process any withdrawals, until proof of identity is provided that is satisfactory to us.

9.5. We reserve the right to request proof of identity from the user in order to maintain the active status of their Betting Account. This can include but is not limited to, requesting proof of identity documentation or conducting a video phone call with our security team.

## **10. Deposits**

10.1. To place a real money bet or wager, a Player must first make a deposit into their Betting Account, so that they have a positive Betting Account balance.

10.2. To make a deposit, players may use any of the available methods listed on the payment pages of the Website.

10.3. Players may only bet or wager with real money that is shown as a credit in their Betting Account Balance.

10.4. We reserve the right to add and remove payment methods at any time.

10.5. We reserve the right to refuse Players' deposits for any reason without explanation.

10.6. Any monies deposited with us are protected in the event of our insolvency by virtue of such monies being held by our bank in designated Player bank accounts which are entirely separate from our own business bank accounts.

10.7. Players should not use Betting Accounts as banks, and we will not pay interest on funds that are deposited in Betting Accounts.

10.8. Players will bear responsibility for any charges on deposits levied by third parties.

10.9. A Player must only deposit funds into their Betting Account for the purposes of using such funds to place bets or wagers on the Website. If we reasonably consider that a Player is depositing funds without any intention to place bets or wagers, we shall deem that a material breach of the Agreement and clause 19 shall apply (Consequences of Material Breach of the Agreement).

10.10. We will not offer credit to Players and all bets must be supported by sufficient cleared funds in a Player's Betting Account. We may void any bet or wager which may have inadvertently been accepted when a Player's Betting Account did not have sufficient funds to cover the bet or wager.

10.11. Should funds be credited to a Player in error, it is the Player's responsibility to inform us immediately. If we credit winnings to a Betting Account in error, those funds are not available for

use, and we will void any transactions involving such funds. We reserve the right to, at any time, deduct the relevant amount from a Player's Betting Account and/or reverse any transactions carried out with funds that have been credited to the Betting Account erroneously.

10.12. We confirm that we will hold and manage funds held in Players' Betting Accounts securely and in accordance with generally accepted guidelines for cash management. This may include instructing third-party financial institutions and payment solution providers to act on our behalf to carry out tasks such as receiving deposits, holding and managing funds and facilitating withdrawals.

10.13. If we incur any charges in respect of your account, we reserve the right to charge you for the relevant amounts incurred.

10.14. We may, at any time, set off any positive balance on your account against any amounts owed by you to Entretenimiento Rojo.

10.15. You are responsible for reporting your winnings and losses to the tax and/or other authorities in your jurisdiction.

## **11. Betting & limits**

11.1. Entretenimiento Rojo reserves the right to make changes to the betting limits, payout limits and offerings.

11.2. A bet can be declared void, and will be declared void if required under applicable laws or in the event of force majeure ("Force Majeure") or in scenarios set out in these terms.

11.3. Entretenimiento Rojo reserves the right to limit, cancel or refuse all or part of Players' bets and wagers at our absolute discretion.

11.4. Winnings will automatically be credited to a Player's Betting Account Balance within a reasonable period of time.

11.5. Limits on winnings for individual games may apply. We will communicate applicable limits to Players through the website.

11.6. We reserve the right, acting reasonably, at any time to vary the maximum withdrawal amounts and winnings limits set out in these Terms without reference to Players.

11.7. It is the responsibility of the customer to ensure that the details of their bets/wagers are correct. Once bets/wagers have been placed they may not be canceled by the customer.

11.8. A bet/wager that you request will only be valid once accepted by the servers. Each valid bet/wager will receive a unique transaction code. We shall not be liable for the settlement of any bets/wagers which are not issued with a unique transaction code. If you are unsure about the validity of a bet/wager, please check your account history, or Contact Us.

11.9. Bets placed by credit/debit card or any other means do not become valid until we have received payment or unless, at our discretion, we allow the Bet subject to authorisation. If payment has not been received before an event commences, then that Bet is automatically void unless we communicate otherwise to you at the time of the attempted placing of the Bet.

11.10. Where there is evidence of a series of Bets each containing the same selection(s) having been placed by or for the same individual or syndicate of individuals, Entretenimiento Rojo reserves the right to make bets void or withhold payment of returns pending the outcome of any subsequent investigation.

11.11. Employees of any licensor of games on the Websites (or a member of its corporate group) are not eligible to participate in games supplied by such licensor on the Websites.

## **12. Bonuses and promotions**

12.1. From time to time we may offer bonuses or promotions to Players. We will communicate any specific Rules or terms relating to such bonuses or promotions, including details on how each game can contribute to the bonuses or promotions, prior to or at the same time as the bonuses or promotions are offered to Players.

12.2. All offers are limited to one per Player. If we have reasonable grounds to suspect that a bonus or promotion is being claimed by or for the benefit of the same Player more than once or by a group of Players then we may withdraw the availability of any offer or all offers to that Player or group of Players and/or void any bet funded by the bonus or offer and Confiscate any winnings from such bets.

12.3. Entretenimiento Rojo may reclaim any bonus amount, free bets, cash or enhanced payments that have been awarded in error.

12.4. Entretenimiento Rojo reserves the right to restrict any or all customers from partaking in some or all promotions with no explanation given.

12.5. Entretenimiento Rojo reserves the right to close players' accounts who, in the sole opinion of Entretenimiento Rojo, attempt to use bonuses in a way that was not intended by Entretenimiento Rojo.

## **13. Withdrawals from Betting Account**

13.1. At any time, a Player may request a withdrawal of any amount showing as a credit on their Betting Account Balance by requesting a withdrawal through the Website.

13.2. Players should note that our Services are consumed instantly when playing. Therefore, we cannot provide a return of goods, refund or cancellation of any Services. When Players place bets or wagers, funds will be debited from their Betting Account Balance instantly, and if they lose, funds will not be recoverable or available for withdrawal.

13.3. Withdrawals should be requested from the Betting Account withdrawals page which can be found on the Website.

13.4. Acceptance of withdrawal requests shall be subject to Players having made real money deposits and having sufficiently wagered with such real money deposits. Deposits must be rolled over a minimum of one time before withdrawal requests will be accepted. Players must also have complied with any other terms and conditions that we may communicate to them from time to time.



13.5. All withdrawal requests shall be subject to any applicable transaction limits on withdrawals which may be imposed by us or our Affiliates. We will communicate limits to Players via the Website prior to a withdrawal and withdrawals shall only be made using withdrawal methods approved by us.

13.6. In order to prevent fraud and money laundering, we may request identification documentation from Players prior to processing withdrawals. For further information on identity checks, please see clause 9 (Identity Checks).

13.7. Subject to the satisfaction of our identity and security checks, we will aim to process withdrawals within 24 hours of a request.

13.8. The default maximum aggregate amount that a Player can withdraw is 500,000 EUR in one calendar month (five hundred thousand Euro) (or the equivalent in a Player's selected currency). In case of considerable withdrawal requests, the rights to a flexible payment schedule can be applied.

Entretenimiento Rojo may allow Players to withdraw larger amounts at its absolute discretion on a case-by-case basis.

13.9. Players will need to pay all handling charges imposed by their banks and payment providers and whilst we always aim to minimise costs, we reserve the right to charge Players for administrative costs resulting from withdrawals that they make.

13.10. Before Players' withdrawals are processed, we may review Players' usage of the Website and our Services to determine whether there have been any fraudulent playing patterns or whether funds have been deposited but not used to place bets. All deposits must be turned over at least once before initiating a withdrawal.

Should we deem, at our sole discretion, that there has been irregular behaviour, we reserve the right to withhold any withdrawals, close Players' Betting Accounts and Confiscate winnings and bonuses. Fraudulent actions include but are not limited to:

- Participating in any type of collusion with other players
- Development of strategies aimed at gaining of unfair winnings
- Fraudulent actions against online casinos or payment providers
- Creating two or more accounts

#### **14. Inactive user accounts**

14.1. If a Player has not deposited into or placed a bet using their Betting Account for more than twelve months, we will notify the Player via the Website or by using the contact details that they used on registration.

14.2. If a Player has still not deposited into or placed a bet using their Betting Account after forty eight months, and they have a positive Betting Account Balance, we will send the Player a second notification and the balance of the account will be forfeited

14.3. Players should note that account maintenance fees charged under these Terms are not refundable.

14.4. Players can reactivate their account at any time by making a successful deposit or by placing a bet/playing a game.

### **15. Voluntary closure of Betting Account**

15.1. If Players consider that they may have a gambling problem or are at risk of developing a gambling problem, we would strongly urge them to temporarily or permanently close their Betting Accounts using any of the methods set out below. We would also strongly advise them to contact a gambling support organisation, details of these can be found on our responsible gambling page.

15.2. Players may at any time elect to take a break from betting by temporarily closing their Betting Account for a fixed period of time, this is known as self-excluding. Players may self-exclude for the period that they require by contacting us.

15.3. Once Players have self-excluded, they will not be able to log in to their Betting Account until the self-exclusion period that they selected has expired. Once the self-exclusion period expires, Players will regain full access to their Betting Accounts and may continue to use our Services.

15.4. As an alternative to a fixed period of self-exclusion, players may close their Betting Accounts at any time for an indefinite period by contacting us. Players may reopen their Betting Accounts at any time by contacting customer services.

15.5. Players may permanently close their Betting Accounts at any time by contacting customer services. To prevent harm to Players, they may not reopen their Betting Accounts once they have been permanently closed.

15.6. Once a player has informed Entretenimiento Rojo of his/her intent to self-exclude, Entretenimiento Rojo will close the account as soon as is reasonably possible.

15.7. Upon closure, any negative balance on your account will fall immediately due and payable to Entretenimiento Rojo, and your account will not be closed until the relevant amount owed is paid in full.

15.8. Players who choose to self-exclude are not permitted to open another account.

15.9. Players will be removed from all marketing communications lists in the period 48 hours after choosing to close their account via self-exclusion.

### **16. Legal restrictions, Fraud and Cheating**

16.1. It is each Player's responsibility to ensure that:

16.1.1. they do not access the Website or our Services in restricted territories ("22. Restricted Territories");

16.1.2. their use of the Website, and our Services is compliant with laws in the jurisdiction in which they are accessing the Website.

16.2. If we discover or reasonably believe that a Player is accessing our Services in a Restricted Territory (see clause 22), that shall be deemed a material breach of the Agreement and clause 18 shall apply (Consequences of Material Breach of the Agreement).

16.3. The attempt to manipulate your real location through the use of VPN, proxy, or similar services or through the provision of incorrect or misleading information about your place of residence, with the intent to circumvent geo-blocking or jurisdiction restrictions, constitutes a breach of this Terms of Service.

16.4. We will not tolerate any fraudulent activity or cheating. If we consider in our reasonable discretion that a Player has:

16.4.1. dishonestly manipulated our Services or taken unfair advantage of us or our Services; or

16.4.2. tempted to defraud us or any other Player, person or legal entity,

16.4.3. then this shall be deemed a material breach of the Agreement, and the provisions of clause 19 (Consequences of a Material Breach) shall apply.

A non-exhaustive list of what we consider to be a fraudulent activity or cheating is set out below:

16.4.3.1. identity fraud;

16.4.3.2. payment fraud;

16.4.3.3. money laundering;

16.4.3.4. third-party funding;

16.4.3.5. abusing promotional offers resulting in guaranteed Player profits irrespective of the outcome;

16.4.3.6. breaking an applicable law in any jurisdiction;

16.4.3.7. forgery;

16.4.3.8. transfer of funds from one Betting Account to another;

16.4.3.9. transfer of a Betting Account to another person;

16.4.3.10. the use of automated players (sometimes known as bots);

16.4.3.11. collusion with other individuals;

16.4.3.12. the utilisation of software or other means to gain an advantage;

16.4.3.13. chip dumping;

16.4.3.14. exploitation of loopholes, faults or technical errors within our software or Website functionality;

16.4.3.15. betting on fixed sporting events; or using insider information.

16.5. We reserve the right to close any customer account at any time with no explanation.

16.6. We reserve the right to confiscate any funds if any fraudulent activity or bonus abuse attempt is detected.

16.7. Using fraudulent game patterns to circumvent wagering of bonuses or take advantage of a certain game features is strictly forbidden and all winnings currently or due to be credited to your account will be retained.

16.7.1. Fraudulent game pattern can be defined as any pattern of bets that is unfair and its sole purpose is to circumvent the terms set by the casino and help you get unfair edge against the house. Fraudulent game pattern includes, but is not limited to:

- delaying game rounds in any game, including free spins and bonus features, to a later time when you have no wagering requirements;
- leaving large bets on the table, for example in blackjack, and returning to the game after bonus wagering has been completed;
- playing games with bonus money to build up in-game value, lose the bonus funds, and then cash out on the built-up value during real-money play;
- using strategies that take advantage of any software bug or failure.

## **17. Consequences of material breach of the agreement**

17.1. Notwithstanding any other specific remedies set out elsewhere in these Terms, if we consider that a Player is or may be in material breach of the Agreement, we may at our sole discretion and until such time as the breach is rectified to our satisfaction:

17.1.1. Confiscate funds in the Player's Betting Account;

17.1.2. temporarily or permanently close the Player's Betting Account and prevent participation in games (including the right to end games that are already running), promotional activities, competitions and other Services;

17.1.3. indefinitely refuse the withdrawal of funds from the Player's Betting Account.

17.2. If we take any of the actions set out in clauses 17.1.1 to 17.1.3 above, due to the material breach by the Player of the Agreement, the Player shall indemnify us in respect of any claims, losses, damages, costs and expenses suffered by us as a result of such breach.

17.3. At our sole discretion, we may report any breaches or suspected breaches of the Agreement to competent authorities and/or to the police, and we may share Players' personal information with such authorities.

## **18. The website**

18.1. Whilst we use reasonable care and skill to ensure that the Website is fully functional and secure at all times, we cannot guarantee that the Website or any content ("Content"), will always be available, that it will be uninterrupted or that it will be provided without error.

18.2. We may need to suspend or restrict the availability of all or any part of the Website, without explanation, for business and operational reasons or if we consider that a Player is accessing the Website from a Restricted Territory. We will try to give Players reasonable notice of any suspension or restriction.

18.3. Players should note that they may be using a connection or equipment which is slower than equipment used by other Players and that this may affect a Player's performance in time-critical products. We accept no responsibility for the speed of Players' equipment or connection.

18.4. Players may encounter system flaws, faults, errors or service interruption caused by unexpected flaws, faults or errors in the software, hardware or networks used to provide our Services. Where such flaws, faults or errors cause a product to be interrupted in circumstances where it cannot be restarted from exactly the same position without detriment to a Player, we will take all reasonable steps as soon as practicable to remedy the problem and ensure that the affected Player is treated fairly in the circumstances.

18.5. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether expressed or implied, that the content on the Website is accurate, complete or up to date.

18.6. Entretenimiento Rojo accepts no liability for any errors caused by third-party software.

18.7. Where materials are included on the Website in more than one language, the English language version shall prevail.

18.8 Where the Website contains links to other sites and resources provided by Third Parties, these links are provided for Players' information only. Such links should not be interpreted as approval by us of those linked websites or of the information that Players may obtain from them. We have no control over the content of those sites or resources, and we accept no responsibility in respect of them.

18.9. We endeavour to ensure that the Website is secure and safe. However, we cannot guarantee that they will be secure or free from bugs or viruses.

18.10 Players are responsible for configuring their information technology, computer programs and platform to access the Website.

18.11. For the benefit of all those that use the Website, Players must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Players must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. Players must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. Breach of this clause is deemed a material breach of the Agreement and Players may be committing a criminal offense by doing so. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing Players' identities to them. In the event of such a breach, Players' right to use the Website will cease immediately.

## **19. Security**

19.1. Players' online security is important to us, and we have implemented technical measures to prevent security breaches that may affect Players.

19.2. If Players choose, or are provided with a user identifier, password or any other piece of information as part of our security procedures, they must treat such information as confidential. Players must not disclose this information to any third party and must not allow any third party to access the Website using their login credentials.

19.3. We have the right to disable a Player's password, whether chosen by them or allocated by us, at any time, if in our reasonable opinion the Player has failed to comply with any of the provisions of the Agreement.

19.4. We have the right to reset a Player's password or PIN and ask them to go through the password reset procedure, whether chosen by them or allocated by us at any time if we have reason to believe that passwords may be compromised or if there is any other technical reason which can be rectified by a Player resetting their password.

19.5. Players should monitor their Betting Accounts for unusual activity. If Players consider that there has been an unusual activity or they suspect that someone else may have access to their Betting Account, they should change their password immediately and notify customer services.

19.6. Players are solely responsible for the security of their devices and for all bets placed and other activities carried out using their Betting Account credentials, whether by them or by third parties. Bets and wagers will stand if they have been made using correctly entered Player login details.

19.7. Players should take all appropriate measures to protect the devices (and the data and/or software stored on the devices) with which they access the Website against damage and any sort of intrusion. We strongly encourage Players to install anti-virus software on their devices.

## **20. Intellectual property**

20.1. The design of the Website and our Services, all software contained within the Website and Services, and all Content are protected by copyright, trademarks, patents and other intellectual property rights belonging to us and/or our licensors

20.2. We expressly reserve all intellectual property rights in and to our Services, the Website, and the Content and Players may not use our Services, the Website, or the Content for any reason not expressly permitted under these Terms.

20.3. Under no circumstances shall using the Website or our Services grant Players any interest in intellectual property rights owned by us or by any third party.

20.4. Except to the extent required to use the Website, the Content or our Services for the purpose of placing bets or wagers, no part of our Services or the Website may be reproduced, downloaded, modified, copied, republished, or used in any other manner and by any means.

## **21. Complaints and dispute resolution**

21.1. We hope that Players have a positive experience with us but should Players wish to raise a complaint, they should contact the customer services team who will do all they can to resolve the issue to the Player's satisfaction.

## **22. Restricted Territories**

22.1. It is illegal to use the Website or use our Services in the following territories:

Netherlands, Netherlands Antilles, Belgium, France, United Kingdom, Reunion, Mayotte, Australia, Austria, Czech Republic, Spain, Canada, Estonia, Hungary, Ireland, Serbia, Slovakia, Slovenia, Germany, North Korea, Iran, Myanmar, Yemen, Zimbabwe, South Sudan, Afghanistan, Cuba, Iraq, Cote d'Ivoire/Ivory Coast, Liberia, Libya, Bulgaria, Malta, Sudan, Syria, USA, US Overseas Territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, U.S Virgin Islands), Aruba, Curacao, French Polynesia, Lithuania, New Caledonia, Sint Maarten, St. Barthélemy, St. Martin, St. Pierre & Miquelon, U.S. Outlying Islands, Wallis & Futuna, French Guiana, Guadeloupe, Martinique, Latvia, Poland, Sweden, Switzerland

## **23. Liability**

23.1. We shall have no liability for any claims, losses, or damage caused by errors or omissions by Players nor for any actions taken by us under Players' instructions.

23.2. Neither we nor our Affiliates shall have any liability to Players for any incidental, indirect, consequential or special losses, any loss of profit, loss of business, loss of data, loss of revenue, depletion of goodwill or reputation, business interruption, or loss of business opportunity.

23.3. If defective digital content that Players access through the Website, damages a device or digital content belonging to a Player and this is caused by our failure to use reasonable care and skill, we will not be liable for any damage caused.

23.4. Players agree to compensate us in full in respect of any loss, cost, damage, expense (including legal fees) or liability that we may suffer as a result of:

23.4.1. a breach by Players of the terms of the Agreement; and/or

23.4.2 Players' unauthorised use of the Website, the Content and/or our Services.

23.5. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO A PLAYER IN CONNECTION WITH THE AGREEMENT OR A PLAYER'S ACCESS TO AND USE OF THE WEBSITE AND OUR SERVICES EXCEED THE AMOUNT OF THE BET OR WAGER PLACED BY A PLAYER THAT GAVE RISE TO THE CLAIM OR IF THE LOSS DOES NOT RELATE TO A BET OR WAGER, THE SUM OF USD 10,000 (TEN THOUSAND UNITED STATES DOLLARS) (OR EQUIVALENT IN A PLAYER'S SELECTED CURRENCY), REGARDLESS OF THE CAUSE OF ACTION.

23.6. Nothing in this clause 26 shall limit our liability to pay Players' winnings or other sums properly due to them, subject always to the Agreement and any maximum winnings limits.

## **24. Other provisions**

24.1. Players may not assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all their rights and obligations under the Agreement. We may transfer or

transmit any of our rights and obligations under these Terms to any third party without notice to Players.

24.2. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

24.3. The Agreement constitutes the entire agreement between Players and us and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between Players and us, whether written or oral, relating to its subject matter.

24.4. The other documentation that makes up the Agreement forms an integral part of these Terms and shall have effect as if set out in full in the body of the Terms. In the event of any inconsistency between the main body of the Terms and the other documents that make up the Agreement, the main body shall prevail.

24.5. These Terms, their subject matter and their formation are governed by Curaçao law. Players and we both agree that the courts of Curaçao will have exclusive jurisdiction except that we may elect to enforce the terms of the Agreement in the country of a Player's residence/domicile should we so wish.