Updated: 16.09.2022

Definitions

- <u>Bitcasino.io</u> is referred to as 'we' or 'us'
- The Player is referred to as "you" or 'the Player'
- 'Games' means Casino and other games as may from time to time become available on the Websites
- 'The Website' means Bitcasino.io through desktop, mobile or other platforms utilised by the Player
- 1 bitcoin = 1 BTC = 1,000 mBTC (millibitcoins) = 1,000,000 µBTC (microbitcoins/bits)
- 'Cryptocurrency' and 'Crypto' should further be read as 'bitcoin, altcoins, and/or (where applicable) other supported cryptocurrencies'

1. General

- 1.1. These terms and conditions ("Terms and Conditions") apply to the usage of games accessible through Bitcasino.io.
- 1.2. Bitcasino.io is owned and operated by Moon Technologies B.V. It is licensed and regulated by the Government of Curaçao under the gaming license 1668/JAZ. Some payment methods are handled by its wholly owned subsidiary, mProcessing Solutions Ltd, Cyprus (Menandrou 4, 1066, Nicosia, Cyprus).
- 1.3. These Terms and Conditions come into force as soon as you complete the registration process, which includes checking the box accepting these Terms and Conditions and successfully creating an account. By using any part of the Website following account creation, you agree to these Terms and Conditions applying to the use of the Website.
- 1.4. You must read these Terms and Conditions carefully in their entirety before creating an account. If you do not agree with any provision of these Terms and Conditions, you must not create an account or continue to use the Website.
- 1.5. We are entitled to make amendments to these Terms and Conditions at any time and without advanced notice. If we make such amendments, we may take appropriate steps to bring such changes to your attention (such as by email or placing a notice on a prominent position on the Website, together with the amended terms and conditions) but it shall be your sole responsibility to check for any amendments, updates and/or modifications. Your continued use of Bitcasino.io services and Website after any such amendment to the Terms and Conditions will be deemed as your acceptance and agreement to be bound by such amendments, updates and/or modifications.
- 1.6. These Terms and Conditions may be published in several languages for informational purposes and ease of access by players. The English version is the only legal basis of the relationship between you and us and in the case of any discrepancy with respect to a translation of any kind, the English version of these Terms and Conditions shall prevail.

2. Binding Declarations

- 2.1. By agreeing to be bound by these Terms and Conditions, you also agree to be bound by the Bitcasino.io Rules and Privacy Policy that are hereby incorporated by reference into these Terms and Conditions. In the event of any inconsistency, these Terms and Conditions will prevail. You hereby represent and warrant that:
- 2.1.1. You are over (a) 18 and (b) such other legal age or age of majority as determined by any laws which are applicable to you, whichever age is greater;
- 2.1.2. You have full capacity to enter into a legally binding agreement with us and you are not restricted by any form of limited legal capacity;
- 2.1.3. You participate in the Games strictly in your personal and non-professional capacity; and participate for recreational and entertainment purposes only;
- 2.1.4. You participate in the Games on your own behalf and not on the behalf of any other person;
- 2.1.5. All information that you provide to us during the term of validity of this agreement is true, complete, correct, and that you shall immediately notify us of any change of such information;
- 2.1.6. You are solely responsible for reporting and accounting for any taxes applicable to you under relevant laws for any winnings that you receive from us;
- 2.1.7. You understand that by using our services you take the risk of losing money deposited into your Member Account and accept that you are fully and solely responsible for any such loss;
- 2.1.8. You are permitted in the jurisdiction in which you are located to use online casino services;
- 2.1.9. 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 crypto;
- 2.1.10. In relation to deposits and withdrawals of funds into and from your Member Account, you shall only use crypto and/or any Fiat currency that is valid and lawfully belongs to you;
- 2.1.11. You accept and acknowledge that the value of cryptocurrency can change dramatically depending on the market value;
- 2.1.12. The computer software, the computer graphics, the Websites and the user interface that we make available to you is owned by Bitcasino.io or its associates and is protected by copyright laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms and conditions we have established and in accordance with all applicable laws, rules and regulations;
- 2.1.13. You understand that crypto is not considered a legal currency or tender and as such on the Website they are treated as virtual funds with no intrinsic value.
- 2.1.14. You affirm that you are not an officer, director, employee, consultant or agent of Bitcasino.io or working for any company related to Bitcasino.io, or a relative or spouse of any of the foregoing;
- 2.1.15. You are not diagnosed or classified as a compulsive or problem gambler. We are not accountable if such problem gambling arises whilst using our services, but will endeavour to inform of relevant assistance available. We reserve the right to implement cool off periods if we believe such actions will be of benefit.

- 2.1.16. You are not politically exposed person or a family member of a politically exposed person;
- 2.1.17. You have only one account with us and agree to not to open any more accounts with us;
- 2.1.18. You accept and acknowledge that we reserve the right to detect and prevent the use of prohibited techniques, including but not limited to fraudulent transaction detection, automated registration and signup, gameplay and screen capture techniques. These steps may include, but are not limited to, examination of Players device properties, detection of geo-location and IP masking, transactions and blockchain analysis;
- 2.1.19. You accept our right to terminate and/or change any games or events being offered on the Website, and to refuse and/or limit bets.

3. Your Member Account

- 3.1. In order for you to be able to place bets on our websites, you must first personally register an account with us ("Member Account").
- 3.2. We do not wish to and shall not accept registration from persons resident in jurisdictions that prohibit you from participating in online gambling, gaming, and/or games of skill, for and/or with cryptocurrencies. By registering an account with us you confirm that you're not using any third party software to access our sites from jurisdictions that are prohibited, please refer to section 3.3 for the jurisdictions that are prohibited.
- 3.3. You are aware that the right to access and use the website and any products there offered, may be considered illegal in certain countries. We are not able to verify the legality of service in each and every jurisdiction, consequently, you are responsible in determining whether your accessing and using our website is compliant with the applicable laws in your country and you warrant to us that gambling is not illegal in the territory where you reside. For various legal or commercial reasons, we do not permit accounts to be opened or used by customers resident in certain jurisdictions, including Afghanistan, Australia, Belgium, Estonia, France, Germany, Iran, Iraq, Malta, Myanmar, Netherlands, North Korea, Syria, Trinidad and Tobago, United Kingdom, United States of America (and its dependencies, military bases and territories), Yemen or other restricted jurisdictions ("Restricted Jurisdiction") as communicated by us from time to time. By using the Website you confirm you are not a resident in a Restricted Jurisdiction.
- 3.4. When attempting to open an account or using the Website, it is the responsibility of the player to verify whether gambling is legal in that particular jurisdiction. If you open or use the Website while residing in a Restricted Jurisdiction: your account may be closed by us immediately; any winnings and rewards will be confiscated and remaining balance returned (subject to reasonable charges), and any returns, winnings or rewards which you have gained or accrued will be forfeited by you and may be reclaimed by us; and you will return to us on demand any such funds which have been withdrawn.
- 3.5. You are allowed to have only one Member Account. If you attempt to open more than one Member Account, all of your accounts may be blocked, suspended or closed and any crypto amount credited to your account/s will be frozen.
- 3.6. If you notice that you have more than one registered Member Account you must notify us immediately. Failure to do so may lead to your Member Account being blocked.

- 3.7. You will inform us as soon as you become aware of any errors with respect to your account or any calculations with respect to any bet you have placed. We reserve the right to declare null and void any bets that are subject to such an error.
- 3.8. If you do not use your account that has deposited funds for 3 months, you will receive a notice from us. If you do not use your deposits after our notice within 1 month, we reserve the right to deduct monthly administrative costs from your deposit remaining on your account. The administrative cost may be up to 15% from your deposited funds remaining on your account. After 180 days we may remove the balance from your account to increase security on the funds. If this happens contact us at security@bitcasino.io to reopen your account.
- 3.9. We reserve the right to close player accounts that have been inactive for more than 12 months. In case your account has deposited funds after the 12-month inactive period, we reserve the right to use the remaining deposited funds for administrative costs for closing the account.
- 3.10. You must enter all mandatory information requested into the registration form, including a valid email address. If you do not enter a valid email address, we will be unable to help you recover any "forgotten passwords". It is your sole responsibility to ensure that the information you provide is true, complete and correct.
- 3.11. We have the right to carry out "KYC" (Know Your Customer) verification procedures and access to your Member Account may be blocked or closed if we determine that you have supplied false or misleading information. We reserve the right to block / delay processing of withdrawal requests until requested copies of valid photographic identification, proof of address and/or credit/debit card are provided to our satisfaction (KYC).
- 3.12. As part of the registration process, you will have to choose a username and password for your login into the Website(s). You will have to choose a username which is not disruptive or offensive. It is your sole and exclusive responsibility to ensure that your login details are kept securely. You must not disclose your login details to anyone. We are not liable or responsible for any abuse or misuse of your Member Account by third parties due to your disclosure, whether intentional, accidental, active or passive, of your login details to any third party.
- 3.13. If you change your password, you will be unable to withdraw for 48 hours due to security reasons.

4. Deposits

- 4.1. You may participate in any Game only if you have sufficient funds on your Member Account for such participation. We shall not give you any credit whatsoever for participation in any Game.
- 4.2. The minimum deposit amounts are as follows:

0.25 mBTC (0.00025 BTC)

100 TRX

0.005 ETH

0.05 LTC

10 USDT

10 XRP

5 ADA

50 DOGEAll minimum deposit amounts specified are per single transaction. Smaller deposits will not be summed. Any deposits below the specified minimum deposit amounts are void and will not be credited to your user account balance or returned to the source. Bitcasino shall not be held liable if deposits do not meet our listed minimum deposit requirements.

Non-cryptocurrency payments are handled by mProcessing Solutions Ltd. Payments through Ecopayz are processed by Moon Technologies B.V.

- 4.3. To deposit funds into your Member Account, you can transfer funds from crypto-wallets and credit cards under your control. Deposits can only be made with your own funds.
- 4.4. We reserve the right to use additional procedures and means to verify your identity when processing deposits into your Member Account.
- 4.5. Note that some payment methods may include an additional fee. In this case, the fee will be clearly visible for you in the cashier.
- 4.6. Note that your bank or payment service provider may charge you additional fees for deposits of currency conversion according to their terms and conditions and your user agreement.

5. Withdrawals

5.1. All withdrawals shall be processed in accordance with our withdrawal policy. Crypto withdrawals will be made to your stated cryptocurrency wallet address when making a valid withdrawal request. To make a withdrawal, you first need to verify your registered email address from your account profile. To withdraw any funds which have been deposited, we require there to be at least 3 blockchain confirmations of the deposit before a withdrawal can be requested. If your withdrawal amount is equal or less than your deposit, you must use the same payment option as you used for the deposit. The rest can be withdrawn using any payment method.

5.2. The minimum withdrawal amounts are as follows:

0.5 mBTC (0.0005 BTC)

200 TRX

0.02 ETH

0.1 LTC

20 USDT

20 XRP

10 ADA

- 100 DOGEAll amounts specified here are per single transaction. All Euro withdrawals shall be processed in accordance with our withdrawal policy. Euro withdrawals will be made to your personal Euro account when making a valid withdrawal request.
- 5.3. If we mistakenly credit your Member Account with winnings that do not belong to you, whether due to a technical error in the pay-tables, or human error or otherwise, the amount will remain our property and will be deducted from your Member Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.

- 5.4. Bitcasino reserves the right to carry out additional KYC verification procedures for any withdrawal exceeding 2,000 EUR or the same value in cryptocurrencies, as regulated by our gaming license, and further reserves the right to carry out such verification procedures in case of smaller withdrawals, as demanded by our gaming license. Account Holders who wish to recover funds held in a closed, locked or excluded account, are advised to contact Customer Support.
- 5.5. All transactions shall be checked in order to prevent money laundering. If the Member becomes aware of any suspicious activity relating to any of the Games of the Website, s/he must report this to the Company immediately. Bitcasino may suspend, block or close a Member Account and withhold funds if requested to do so in accordance with the Prevention of Money Laundering Act or on any other legal basis requested by any state authority. Enhanced due diligence may be done in respect of withdrawals of funds not used for wagering.
- 5.6. We reserve the right to apply a wagering requirement of at least 5 (five) times the deposit amount if we suspect the player is using our service as a mixer. It is strictly forbidden to use our service for any other purpose than entertainment.
- 5.7. You acknowledge that the funds in your account are consumed instantly when playing and we do not provide return of goods, refunds or retrospective cancellation of your account.
- 5.8. If you win €250,000 (two hundred and fifty thousand euros) or more, or the equivalent in any currency we provide, we reserve the right to pay a maximum of up to €250,000 (two hundred and fifty thousand euros) per week until the full amount is settled.
- 5.9. You will not earn any interest on outstanding amounts and acknowledge that the Company is not a financial institution.
- 5.10. If you are eligible for a reward, for example a login reward or a deposit reward of 100% up to a certain amount, wagering requirements will apply before you are eligible to make any cash-outs of the reward or winnings. The wagering requirements, which can vary, will be displayed when receiving the reward. If you would like to request a withdrawal before the wagering requirements are fulfilled, Bitcasino will deduct the whole reward amount as well as any winnings before approving the withdrawal. Bitcasino reserves the right to impose, at our own discretion, geographical limitations to individual reward schemes. Local wagering requirements may be applied. Rewards/free spins at Bitcasino can only be received once per household/IP (several accounts registered with the same IP address). Bitcasino's wagering requirements do not apply to risk free bets.
- 5.11. You must use your reward and/ or reward program within 30 days from receiving the reward on your Member Account. When the reward and/ or reward program has not been used within 30 days from receiving it, Bitcasino.io reserves the right to cancel any such reward and/ or reward program and may deduct the reward or reward-like reward or freespin immediately after the lapse of the 30 day period.
- 5.12. Bitcasino.io reserves the right to cancel any reward or reward program (including, but not limited to free money rewards, deposit rewards, reload rewards and loyalty program) with immediate effect if we believe the reward has been set up incorrectly or is being abused, and if said reward has been paid out then we reserve the right to decline any withdrawal request and to deduct such amount from your account. Whether or not a reward is deemed to be set up incorrectly or abused shall be determined solely at the discretion of Bitcasino.io.

- 5.13. You acknowledge and understand that separate terms and conditions exist with respect to promotions, rewards and special offers, and are in addition to these terms and conditions. These terms and conditions are set forth in the respective content page on this website (www.bitcasino.io), or have been delivered to you personally, as the case may be. In the event of a conflict between the provisions of such promotions, rewards and special offers, and the provisions of these terms and conditions, the provisions of such promotions, rewards and special offers will prevail.
- 5.14. We reserve the right to insist that Customers bet the full amount of their own deposit before they can bet with the free money we credit to them.
- 5.15. Certain promotions may be subject to withdrawal and/or cancellation and may only be available for specific periods and on certain specific terms. You must ensure that the promotion you are interested in is still available, that you are eligible, and that you understand any terms which apply to it.
- 5.16. Where any term of the offer or promotion is breached or there is any evidence of a series of bets placed by a customer or group of customers, which due to a deposit reward, enhanced payments, free bets, risk free bets or any other promotional offer results in guaranteed customer profits irrespective of the outcome, whether individually or as part of a group, Bitcasino.io reserves the right to reclaim the reward element of such offers and in their absolute discretion either settle bets at the correct odds, void the free bet reward and risk free bets or void any bet funded by the deposit reward. In addition, Bitcasino.io reserve the right to levy an administration charge on the customer up to the value of the deposit reward, free bet reward, risk free bet or additional payment to cover administrative costs. We further reserve the right to ask any customer to provide sufficient documentation for us to be satisfied in our absolute discretion as to the customer's identity prior to us crediting any reward, free bet, risk free bet or offer to their account.
- 5.17. All Bitcasino.io offers are intended for recreational players and Bitcasino.io may in its sole discretion limit the eligibility of customers to participate in all or part of any promotion.
- 5.18. Reward rounds and free spins do not qualify for the jackpot rewards pursuant to casino software provider rules. Only real money rounds qualify for the jackpot rewards.
- 5.19. If we determine, in our sole discretion, that you are using the "Double Spend" methodology, Bitcasino.io shall void all bets and winnings. Specifically, if you win, then confirm your deposit on the Blockchain and attempt to withdraw, all winnings will be confiscated and your account will be closed permanently. We shall also exercise this right where similar activities are attempted from any connected accounts.
- 5.20. Note that some payment methods may include an additional fee. In this case, the fee will be clearly visible for you in the cashier.
- 5.21. Note that your bank or payment service provider may charge you additional fees for withdrawals of currency conversion according to their terms and conditions and your user agreement.

6. Closing of Member Accounts

6.1. If you wish to close your member account, you may do so at any time, by contacting customer support in written form via email. The effective closure of the Account will correspond

to the termination of the Terms and Conditions. If the reason behind the closure of the Account is related to concerns about possible gambling addiction, you shall indicate this in writing when requesting the closure.

7. Privacy Policy

- 7.1. You hereby acknowledge and accept that if we deem necessary, we are able to collect and otherwise use your personal data in order to allow you access and use of the Websites and in order to allow you to participate in the Games.
- 7.2. We hereby acknowledge that in collecting your personal details as stated in the previous provision, we are bound by the Data Protection Act. We will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.
- 7.3. We will use your personal data to allow you to participate in the Games and to carry out operations relevant to your participation in the Games. We may also use your personal data to inform you of changes, new services and promotions that we think you may find interesting. If you do not wish to receive such direct marketing correspondences, you may opt out of the service.
- 7.4. Your personal data will not be disclosed to third parties, unless such disclosure is necessary for the processing of your requests in relation to your participation in the Games or unless it is required by law. As Bitcasino's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Website, personal data may be disclosed to them. The employees of Bitcasino have access to your personal data for the purpose of executing their duties and providing you with the best possible assistance and service. You hereby consent to such disclosures.
- 7.5. We shall keep all information provided as personal data. You have the right to access personal data held by us about you. No data shall be destroyed unless required by law, or unless the information held is no longer required to be kept for the purpose of the relationship.
- 7.6. In order to make your visit to the Websites more user-friendly, to keep track of visits to the Websites and to improve the service, we collect a small piece of information sent from your browser, called a cookie. You can, if you wish, turn off the collection of cookies. You must note, however, that turning off cookies may severely restrict or completely hinder your use of the Websites.

8. General Betting Rules

- 8.1. A bet can only be placed by a registered account holder.
- 8.2. A bet can only be placed over the internet.
- 8.3. You can only place a bet if you have sufficient funds in your account with Bitcasino.io.
- 8.4. The bet, once concluded, will be governed by the version of the Terms and Conditions valid and available on the Website at the time of the bet being accepted.
- 8.5. Any payout of a winning bet is credited to your account, consisting of the stake multiplied by the odds at which the bet was placed.

- 8.6. Bitcasino.io reserves the right to adjust a bet payout credited to a Bitcasino.io account if it is determined by Bitcasino.io in its sole discretion that such a payout has been credited due to an error.
- 8.7. A bet, which has been placed and accepted, cannot be amended, withdrawn or cancelled by you.
- 8.8. The list of all the bets, their status and details are available to you on the Website.
- 8.9. When you place a bet you acknowledge that you have read and understood in full all of these Terms and Conditions regarding the bet as stated on the Website.
- 8.10. Bitcasino.io manages your account, calculates the available funds, the pending funds, the betting funds as well as the amount of winnings. Unless proven otherwise, these amounts are considered as final and are deemed to be accurate.
- 8.11. You are fully responsible for the bets placed.
- 8.12. Winnings will be paid into your account after the final result is confirmed.

9. Miscarried and aborted games

- 9.1. The Company is not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. Refunds may be given solely at the discretion of Bitcasino management.
- 9.2. The Company shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with the website or its content; including without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the site or its content or any errors or omissions in content.
- 9.3. In the event of a Casino system malfunction all wagers are void.

10. Rewards and Promotions

- 10.1. Bitcasino.io reserves the right to cancel any promotion, reward or reward program (including, but not limited to deposit rewards, reload rewards and loyalty programs) with immediate effect if we believe the reward has been set up incorrectly, is being abused, has not been used within 30 days from receiving it on your account, and if said reward has been paid out, we reserve the right to decline any withdrawal request and to deduct such amount from your account. Whether or not a reward is deemed to be set up incorrectly or abused shall be determined solely by Bitcasino.io.
- 10.2. If you use a Deposit reward, no withdrawal of your original deposit will be accepted before you have reached the requirements stipulated under the terms and conditions of the Deposit reward.
- 10.3. Where any term of the offer or promotion is breached or there is any evidence of a series of bets placed by a customer or group of customers, which due to a deposit reward, enhanced payments, free bets, risk free bets or any other promotional offer results in guaranteed customer profits irrespective of the outcome, whether individually or as part of a group, Bitcasino.io reserves the right to reclaim the reward element of such offers and in their absolute discretion either settle bets at the correct odds, void the free bet reward and risk free bets or void any bet

funded by the deposit reward. In addition, Bitcasino.io reserves the right to levy an administration charge on the customer up to the value of the deposit reward, free bet reward, risk free bet or additional payment to cover administrative costs. We further reserve the right to ask any customer to provide sufficient documentation for us to be satisfied in our absolute discretion as to the customer's identity prior to us crediting any reward, free bet, risk free bet or offer to their account.

- 10.4. All Bitcasino.io offers are intended for recreational players and Bitcasino.io may in its sole discretion limit the eligibility of customers to participate in all or part of any promotion.
- 10.5. Bitcasino.io reserves the right to amend, cancel, reclaim or refuse any promotion at its own discretion.
- 10.6. Rewards can only be received once per person/account, family, household, address, e-mail address, IP addresses and environments where computers are shared (university, fraternity, school, public library, workplace, etc.). The Operator reserves the right to close your account and confiscate any existing funds if evidence of abuse/fraud is found.
- 10.7. You acknowledge and understand that separate terms and conditions exist with respect to promotions, rewards and special offers, and are in addition to these terms and conditions. These terms and conditions are set forth in the respective content page on this website, or have been made available to you personally, as the case may be. In the event of a conflict between the provisions of such promotions, rewards and special offers, and the provisions of these terms and conditions, the provisions of such promotions, rewards and special offers will prevail.

 10.8. We may insist that you bet a certain amount of your own deposit before you can bet with
- 10.8. We may insist that you bet a certain amount of your own deposit before you can bet with any free/reward funds we credit to your account.
- 10.9. You accept that certain promotions may be subject to withdrawal restrictions and/or requirements which need to be met before funds credited under the promotion can be withdrawn. Such terms shall be duly published and made available as part of the promotion. If you opt to make a withdrawal before the applicable wagering requirements are fulfilled, we will deduct the whole reward amount as well as any winnings connected with the use of the reward amounts before approving any withdrawal.
- 10.10. The maximum win amount for the Cash Galaxy game (by OneTouch) is capped at €200,000 (two hundred thousand euros) or equivalent amount in other currencies.

11. Live Chat

- 11.1. As part of your use of the Website we may provide you with a live chat facility, which is moderated by us and subject to controls. We reserve the right to review the chat and to keep a record of all statements made on the facility. Your use of the chat facility should be for recreational and socialising purposes.
- 11.2. We have the right to remove the chat room functionality or immediately terminate your Member Account and refund your account balance if you:
- (a) make any statements that are sexually explicit or grossly offensive, including expressions of bigotry, racism, hatred or profanity;
- (b) make statements that are abusive, defamatory or harassing or insulting;
- (c) use the chat facility to advertise, promote or otherwise relate to any other online entities;

- (d) make statements about Bitcasino.io, or any other Internet site(s) connected to the Website that are untrue and/or malicious and/or damaging to Bitcasino.io;
- (e) use the chat facility to collude, engage in unlawful conduct or encourage conduct we deem seriously inappropriate. Any suspicious chats will be reported to the competent authority.
- 11.3. Live Chat is used as a form of communication between us and you and should not be copied or shared with any forums or third parties.

12. Limitation of Liability

- 12.1. You enter the Website and participate in the Games at your own risk. The Websites and the Games are provided without any warranty whatsoever, whether expressed or implied.
- 12.2. Without prejudice to the generality of the preceding provision, we, our directors, employees, partners, service providers
- 12.2.1. Do not warrant that the software, Games and the Websites are fit for their purpose;
- 12.2.2. Do not warrant that the software, Games and the Websites are free from errors;
- 12.2.3. Do not warrant that the software, Games and the Websites will be accessible without interruptions
- 12.2.4. Shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the Websites or your participation in the Games.
- 12.3. You understand and acknowledge that, if there is a malfunction in a Game or its interoperability, any bets made during such a malfunction shall be void. Funds obtained from a malfunctioning Game shall be considered void, as well as any subsequent game rounds with said funds, regardless of what Games are played using such funds.
- 12.4. You hereby agree to fully indemnify and hold harmless us, our directors, employees, partners, and service providers for any cost, expense, loss, damages, claims and liabilities howsoever caused that may arise in relation to your use of the Website or participation in the Games.
- 12.5. To the extent permitted by law, our maximum liability arising out of or in connection with your use of the Websites, regardless of the cause of actions (whether in contract, tort, breach of warranty or otherwise), will not exceed €100.

13. Breaches, Penalties and Termination

13.1. If you breach any provision of these Terms and Conditions or we have a reasonable ground to suspect that you have breached them, we reserve the right to not open, to suspend, or to close your Member Account, or withhold payment of your winnings and apply such funds to any damages due by you.

14. Severability

14.1. If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision shall be severed from these Terms and Conditions and all other provisions shall remain in force unaffected by such severance.

15. Assignment

15.1. No assignment of Your obligations hereunder is allowed. You may not assign your obligations under this Agreement, as well as any rights or obligations hereunder to any other person or entity.

16. Entire Agreement

16.1. These Terms and Conditions constitute the entire agreement between you and us with respect to the Websites and, save in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Websites.

17. Applicable law and jurisdiction

- 17.1. These Terms and Conditions shall be governed by the Laws of Curaçao.
- 17.2. You acknowledge that, unless stated otherwise, the Games are organised in Curação and your participation in these Games takes place within the aforementioned territory. Any contractual relationships between you and Bitcasino shall be deemed to have been entered into and performed by the parties in Curação, at the registered address of Bitcasino.
- 17.3. The parties agree that any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the Curação courts.

18. Fairness and RNG Testing Methods

18.1. Bitcasino operates under a Curação Gaming licence issued by the Government of the Netherlands Antilles. Our online products are all supplied by companies with approved e-Gaming Curação licensing and status. All products operated by Bitcasino.io go through a vigorous testing process before launch, including internal testing and External Compliance Testing (ECT) by our own teams. Conducted ECT covers elements including but not limited to functionality, display, transaction, rules and mathematics ensuring product compliance to regulatory requirements. Additional internal compliance is also conducted to ensure other functionality around integration testing and user acceptance testing, further guaranteeing integrated games perform up to the expected user experience standard. Our games all offer unpredictable game play and possibilities of large wins and losses, but the average long term return of a game can be calculated using the Theoretical Return to Player (RTP) value using either a theoretical or simulated approach adjusted according to the game type. The Theoretical RTP value is as suggested - a theoretical calculation disclosing expected wage percentage player return after a certain amount of plays. Visit the information section of the game to find more information about RTP of specific games.

19. Complaints

19.1. If you have a complaint to make regarding our services, you may contact our customer support via Live Chat or by email the address provided on https://www.bitcasino.io. Bitcasino will endeavour to resolve the matter promptly.

19.2. If, for some reason, you are not satisfied with the resolution of your complaint by Bitcasino.io, you may report a complaint to the Curacao eGaming Commission;

Address: Pletterijweg Oost, Ara Hilltop Building, Curaçao

Telephone number: +5999 465 1134

E-mail: complaints@curacao-egaming.com