

# Terms and Conditions

## TERMS OF USE OF THE SERVICES

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

The following definitions are used in these terms and conditions:

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

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

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

**"General Terms"** means the terms and conditions set out in this document;

**"Group"** includes 999Game under GGGames N.V (registration No. 160757), registered address is at Abraham de Veerstraat 9, Willemstad, P.O. Box 3421, Curaçao. The division of competence of group companies is detailed in this Terms and Conditions;

**"Operator"** means Group of companies – 999Game under GGGames N.V, operates under the license no. GLH- - 365JAZ (License Holder) and payment agent, being owned and fully controlled by the License Holder, is acting under an agency agreement concluded with 999Game under GGGames N.V The company 999Game under GGGames N.V is founded in Curacao, and laws of Curacao apply to its activity;

**"Payment Agent"** means a company registered in Cyprus with registered company number:

**"Privacy Policy"** means the Operator's privacy policy accessed via the Privacy Policy link, which is an inseparable part of these Terms and Conditions;

**"Rules"** means the Betting Rules and the Game Rules specifically applicable to the relevant type of betting and/or gaming, as identified in more detail in paragraph 1.3;

**"Refund"** means a reversal of a means as per request of a Player deposited in the Player Account not used for the Services.

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

**"Terms of Use"** means (a) the General Terms; (b) the Privacy Policy; (c) where appropriate under paragraph 1.3, the relevant Rules, Bonus Terms and Additional Terms applicable to the Services that are being used by You; and

**"Website"** means the website or any respective page, subpage, subdomain or section thereof from time to time, located at or accessible via the domain name: support@999.game

1.2 By using and/or visiting any section of the Website, or by opening an account with the Operator through the Website, You agree to be bound by the Terms of Use and You accordingly: (a) agree to the use of electronic communications in order to enter into contracts; and (b) waive any applicable rights or requirements which require a signature by hand, to the extent permitted by any applicable law; (c) agree, that in order to use our

service you are requested to provide us with certain personal information which shall be processed on the basis of our Privacy Policy. The Terms of Use do not affect your statutory rights.

1.3 In addition, where You play any game, or place a bet using the Services, or otherwise use the Services, You agree to be bound by Rules of any game You play ("Game Rules"), as set out under the relevant general Help section and any Rules tabs, in respect of any new games, the rules applicable to such game; any Bonus Terms; any terms and conditions relating to withdrawals and any other terms applicable to the Services and/or which You are required to confirm Your agreement to as part of the Services.

1.4 The original text of the Terms of Use are in English and any interpretation of them will be based on the original English text. If the Terms of Use or any documents or notices related to them are translated into any other language, the original English version will prevail.

1.5 Please read the Terms of Use carefully before accepting them. Once You have accepted the Terms of Use, please print the Terms of Use and store them, along with all confirmation emails, additional terms, transaction data, game rules, fair deal rules and payment methods relevant to Your use of the Website. Please note that the Terms of Use are subject to change, as set out in paragraph 3 below.

1.6 If You do not agree to accept and be bound by the Terms of Use please do not open an account, and/or continue to use Your Account. Your continued use of any of the Services will constitute acceptance of the Terms of Use which we have notified You are in force from time to time.

1.7 For the avoidance of doubt, each and all sections of the Website are governed by the Terms of Use, and You should ensure at all times that Your use of the Services is in accordance with the Terms of Use.

## **GENERAL TERMS**

### **2. CONTRACTING PARTIES**

2.1 The Terms of Use shall be agreed between You and the Operator and the Payment processor.

All information on the Website is provided by the provider of services on the Website, a company 999Game under GGGames N.V (hereinafter support@999.game), is a company operating realsolutionpro.com.

Services are provided to card holder located in Cyprus. In the event of any inquiries and complaints. 999Game under GGGames N.V is incorporated under the laws of Curacao, Netherlands Antilles and operators its regulated activities in terms of 999Game under GGGames N.V a limited partnership incorporated under the laws of Curacao entered into a partnership agreement where the Parties agreed that would act as an agent of 999Game under GGGames N.V to promote products and services offered by 999Game under GGGames N.V

999Game is fully liable for any acts of their employees, agents or affiliated entities.

999Game under GGGames N.V as Operator in these Terms and Conditions is referred to as 999Game under GGGames N.V, support@999.game "We", "Us", "Our", "Management", "Site" or "Company" that you enter contract with. The Player and registered Account Holder shall be referred to as "You", "Yours", "Customer" or "The Player".

2.2 in the case of terms and conditions relating to monies held in Your Account from time to time, to any Operator Group company which holds such money and shall (where appropriate) be deemed to include our agents, partners, and suppliers.

### **3. CHANGES TO THE TERMS OF USE**

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

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

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

### **4. OPENING YOUR ACCOUNT**

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

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

4.2.1 click on Join Now on the Website and follow the on-screen instructions; or

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

4.3 When You open Your Account You will be asked to provide us with personal information, including Your name and date of birth and appropriate contact details, including an address, telephone number and e-mail address ("Your Contact Details"). You may update Your Contact Details from time to time by contacting Customer Services; or through the My Account management page on the Website: or by such other method as shall, from time to time, be offered by the Operator.

4.4 In opening Your Account You warrant that:

4.4.1 You understand and accept the risk that, by using the Services, You may, as well as winning money, lose money;

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

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

4.4.4 You are legally able to enter into contracts;

4.4.5 You have not been excluded from gambling; and

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

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

4.5.1 all bonuses, free bets and winnings accrued from such bonuses and free bets obtained using that Duplicate Account will be void and forfeited by You;

4.5.2 we may, at our entire discretion, void all winnings and refund all deposits (less

amounts in respect of void winnings) made in respect of that Duplicate Account and, to the extent not recovered by us from the relevant Duplicate Account, any amounts to be refunded to us by You in respect of a Duplicate Account may be recovered by us directly from any other of Your Accounts (including any other Duplicate Account); or

4.5.3 we may, at our entire discretion, allow usage of the Duplicate Account to be deemed valid in which case all losses and stakes placed by or for You through the Duplicate Account shall be retained by us.

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

5.1 You warrant that:

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

5.1.2 You are the rightful owner of the money which You at any time deposit in Your Account.

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

5.3 Whilst we are undertaking any Checks from time to time, we may restrict You from withdrawing funds from Your Account and/or prevent access to all or certain parts of the Website. Please note that we may from time to time re-perform the Checks for regulatory, security or other business reasons. If any such restrictions cause You a problem, please contact us –support@999.game

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

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

5.5.1 Your Account will be closed;

5.5.2 all transactions made whilst You were underage will be made void, and all related funds deposited by You will be returned by the payment method used for the deposit of such funds, wherever practicable;

5.5.3 any deposits made whilst You were under the Relevant Age will be returned to You; and

5.5.4 any winnings which You have accrued during such time when You were under the

Relevant Age will be forfeited by You (and shall be deducted from the amount of any deposit returned under paragraph 5.5.3) and You will return to us on demand any such funds which have been withdrawn from Your Account.

5.6 All your documents as per list above need to be provided by You to us in 7 (seven) days after opening of Your account or if requested to You by support – in 7 (seven) days after date of respective request. We will review Your document(s) in 7 (seven) day time after receipt of the respective document(s). In case You fail to provide necessary document(s) in due time We may suspend use of Your account or decline Your withdrawal request (as applicable).

## **6. KNOW YOUR CLIENT POLICY**

To make the KYC process as easy as possible, here are a few hints for when you send in your documents:

- Make sure to take a photo of the document while holding it in front of you.
- Each document must be sent as a separate image
- Photo Captured images are preferred, but if you'd rather scan your documents, send them as a .jpeg

When you take your picture:

- Your picture must be in focus and all the text easy to read
- Your full passport photo page or ID must be in shot, don't leave any bits out or cover with your hand or fingers
- Your lighting must be good, to stop any glare don't use flash

We need all of this because it's part and parcel of gambling responsibly – and the applicable law requires it.

### **6.1. Why do I need to verify my account?**

When you sign up for a new account we check that you are over 18 and we verify that you are who you say you are, (a process called Know Your Customer 'KYC'). It's part and parcel of gambling responsibly, and something that the law requires us to do.

### **6.2. What do I need to provide?**

To verify your age we will accept one of the following documents:

- Passport (recommended)
- Driving license
- National ID Card
- Birth Certificate (verification takes up to 24 hours)

Card data shall not be collected and stored by Us without PCI DSS.

To verify your identity (KYC) we may need additional documents which could also include:

- Signed Credit Agreement
- Utility Bill (less than 6 months old)
- Bank Statement (less than 6 months old)

Make sure your documents are in acceptable condition.

### **6.3. How can I send you my documents?**

The quickest and easiest way to verify your account is online.  
You can also send the documents via email.  
Here are a few tips on how to get it right first time:

### **Sending your documents via email**

- Take a photo of each of your documents and save the photos (or, scan them and save as a .jpeg)
- Open the email account that you used to register for our Website
- Open a new email, addressed to support@999.game
- Attach the photos
- Enter your account number or username in the 'Subject' bar at the top of your email
- Press 'Send'

When you register for an account, on the sign up page, we'll need you to provide certain information for security reasons:

- A valid email address which needs to be verified upon registration

After a successful registration, the following can be found in the 'My Profile' tab and must be established after newly signed up:

- Your date of birth – you must be at least 18 years old

Our registration page checks your details as you enter them and will let you know if there's a problem, so you can make any changes you need to before you click on the 'Create My Account' button.