

Please read these Terms and Conditions carefully before you use the Services at XLUNA and make sure that you understand its content. These Terms and Conditions, together with the Privacy Policy, constitute a binding agreement (the “Agreement”) between you and XLUNA.

There are lots of casino related terms and phrases that you may not be familiar with if you are not an experienced casino player. It’s fairly obvious what some of them mean, but some of them can cause a bit of confusion. Although we wouldn’t say it’s essential that you understand all of them in order to enjoy playing casino games, it certainly doesn’t hurt.

If you’re something of a beginner and planning to visit a casino, or looking to start playing online, it really wouldn’t be a bad idea to have a look through this page. We’ve listed a number of the most commonly used words and phrases used in the casino, and explained exactly what they mean.

By registering an Account at XLUNA, you agree that you have read and understood these Terms and Conditions and the Privacy Policy and acknowledge that these shall apply to you.

If you do not agree to any of these Terms and Conditions or the Privacy Policy you must immediately stop using the Services.

If you have any doubts concerning your rights and obligations under this Agreement, please seek advice from an attorney in your jurisdiction. It is essential that you are aware of the laws in your jurisdiction prior to registering. XLUNA Casino is not responsible for any liability to you relating to matters of jurisdiction.

1. PURPOSE OF THESE TERMS AND CONDITIONS

1.1 The objective of these Terms and Conditions is to govern the legal relations between XLUNA Casino and a Player.

2. DEFINITIONS AND INTERPRETATION

2.1 The words and terms below, when used in this contract, have the meaning given here, unless the context clearly implies otherwise and will govern the Player’s use of the Website.

2.1.1 Agreement: These Terms and Conditions, together with the Privacy Policy, Withdrawal Policy, General Promotional Terms and Conditions and House Betting Rules.

2.1.2 Betting or Bets: for the purposes of these Terms and Conditions include, without limitation, wagering, gaming, and gambling conducted in relation to any and/or all of the Services offered on the Website.

2.1.3 Devices: means any application devices, included but not limited to personal computers, laptops, mobile telephones, smart phones, tablets or any other such mobile device, personal digital assistants, PDA telephones employed for the use of and access to the Website and participation in the Services.

2.1.4 XLUNA Casino, Us or We: Onisac Limited, an online gaming operator

2.1.5 XLUNA Casino Group: XLUNA Casino, any subsidiary or parent company of XLUNA Casino, or any subsidiary of a parent company of XLUNA Casino.

2.1.6 Player: A person who has a Player Account and who uses the Services.

2.1.7 Player Account: an account with XLUNA Casino on the Website.

2.1.8 Privacy Policy: The privacy policy at [Privacy Policy](#).

2.1.9 Representatives: representatives, directors, agents and employees.

2.1.10 Service or Services: All games, services and any related content or Software, whether or not in downloadable format, accessible or otherwise used by you through the Website and allowing you to participate in the services provided by XLUNA Casino. The Services contains XLUNA Casino's own proprietary content as well as content of third party providers.

2.1.11 Software: The software licensed by us including all programs and databases and any other derived content, requiring download, accessible or otherwise used by you through the Website and allowing a Player to play online games.

2.1.12 Terms and Conditions: these terms and conditions.

2.1.13 Website: www.Casino.com

2.2 In these Terms and Conditions, unless the context requires differently:

2.2.1 References to these Terms and Conditions include references to any amended Terms and Conditions, which supersede these Terms and Conditions;

2.2.2 Unless otherwise stated, in case of conflict between these Terms and Conditions and any other document referred to in these Terms and Conditions, these Terms and Conditions will prevail;

2.2.3 References to XLUNA Casino or any XLUNA Casino Group company shall be deemed to include their respective successors, beneficiaries or transferees;

2.2.4 Section headings are for reference only and shall not affect the interpretation of these Terms and Conditions;

2.2.5 References to a "person" include any individual, company, partnership, joint venture, association, organization, institution, trust or agency, having a distinct legal character;

2.2.6 References to gender include every gender and references to the singular include the plural and vice versa;

2.2.7 References to servers or "our server" or "our servers", if appropriate, include a reference to a third-party server or servers used to provide the Services or Website;

2.2.8 Any sentence introduced by the words "comprising" or "including" or a similar expression is indicative and does not limit the meaning of words that follow, and will be considered "without limitation".

3. ACCEPTANCE OF TERMS AND CONDITIONS

3.1 By registering an Account with XLUNA Casino, you confirm that you have read and understood these Terms and Conditions, which may be modified from time to time, and acknowledge that they will govern your use of the Services.

3.2 You acknowledge that these Terms and Conditions incorporate the:

3.2.1 House Betting Rules;

3.2.2 Privacy Policy;

3.2.3 General Bonus Terms and Conditions

3.2.4 Withdrawal Policy and Verification Policy

3.3 Should there be any conflict between the Terms and Conditions and the House Betting Rules the order of precedence shall be as follows:

3.3.1 the Terms and Conditions; and

3.3.2 the House Betting Rules.

3.4 The Agreement applies to the usage of the Services and comes into force as soon as you tick the acceptance box during the registration process and create your Player Account. Ticking this box confirms to us that you have read, understood and accept these Terms and Conditions You certify that you are of legal age for gambling in the country from which you are accessing the Services

3.5 By using the Services, you agree to the Terms and Conditions. Any material changes to the Terms and Conditions will be communicated in writing, and accepted by you before such changes are implemented.

3.6 For information purposes, ease of understanding and ease of access by the Player these Terms and Conditions may be published in several languages. Each and every version will contain the same principles however it is only the English version that shall govern the legal relationship between you and us. Should any form of discrepancy arise between the non-English and the English version of these Terms and Conditions, the English version shall prevail over the non-English version.

3.7 Any rights not expressly granted in these Terms and Conditions are reserved.

3.8 Gambling services provided by XLUNA Casino via the Website is licensed and regulated by the Gibraltar Gambling Commissioner, under Remote Gambling Licence No. 053.

3.9 If you do not entirely agree with these Terms and Conditions, you should immediately cease to use the Services.

4. MODIFICATION TO THE TERMS AND CONDITIONS

4.1 XLUNA Casino reserves the right to amend, modify and update these Terms and Conditions the Bonus Policy, the Withdrawal Policy, the House Betting Rules and Privacy Policy at any time. XLUNA Casino also reserves the right to modify either partially or completely the terms of any promotion. In the event the Terms and Conditions undergo a material change, a notification prior to such a change will be issued to the Player. On issuing such a notification the Player will have to accept the new terms and conditions before being able to access our Services again.

4.2 Continued use, access to and participation in the Services through the Website or any Devices after such notification shall constitute your acceptance of the update Terms and Conditions, Bonus Policy, Withdrawal Policy, Privacy Policy and House Betting Rules.

4.3 These Terms and Condition represent the entire Agreement and understanding between you and us and cannot be modified except as expressly provided in clause 4.1 above. For the avoidance of doubt this expressly excludes any variation or change to these Terms and Conditions given orally. By chat, SMS, email or other such means inadvertently or otherwise by our individual customer service representative or any other XLUNA Casino representative.

4.4 XLUNA Casino's right to amend, modify and update these Terms and Conditions as provided in clause 4.1 includes the right to novate it to a company in the XLUNA Casino Group as part of a corporate restructuring or reorganisation.

5. OPENING AN ACCOUNT

5.1 In order to play with XLUNA Casino and to use the Services, you must complete the application for account opening and membership in the manner set out on the Website ("Membership Application").

5.2 By agreeing to these Terms and Conditions, you agree and declare that you have entered your own correct personal details, and that the source of all funds used on the Website are derived from legal activities and that you will not use the Website for illegal or fraudulent activity, including (and without limitation) money laundering as provided by the governing law that applies to You and/or any XLUNA Casino Group company.

5.3 A person cannot request to open a Player Account or hold a Player Account if such person will not be the Player Account holder or if they are acting on behalf of a third party.

5.4 You are allowed to open only one Player Account on the Website, and XLUNA Casino reserves the right to close all multiple Player Accounts that are open, under the same name or connected to the same person. If a person has opened multiple Player Accounts on the Website, XLUNA Casino will have the right to take any action permitted under these Terms and Conditions, including that XLUNA Casino may

credit the first Player Account that the Player opened with XLUNA Casino with the balances from the other Player Accounts that would have been closed. If XLUNA Casino has reasonable grounds to believe that the Player has committed or attempted to commit any fraud, XLUNA Casino reserves the right to cancel any transaction pertaining to it, without prejudice to any other action, or to terminate this Agreement.

5.5 We reserve the right to reject your Membership Application and a Player Account may be closed, at XLUNA Casino's sole discretion. Subject to these Terms and Conditions, including those terms which permit XLUNA Casino to withhold payment of winnings, any contractual obligations of either a Player or XLUNA Casino which have been made prior to a Player Account being closed will be honoured.

5.6 A Player must not authorise any third party to use their Player Account but a Player will be entirely responsible for all losses which are incurred as a result of having a third party use their Player Account. The Player must immediately inform XLUNA Casino if they suspect that another person has obtained access to their Player Account, and the Player will offer their full support to XLUNA Casino while investigating this issue.

5.7 The Player must not request or create a Player Account if they are in a jurisdiction in which the application for the opening of a Player Account and / or the use of our Services is illegal or against the law. It is the Player's responsibility to ensure that this is not the case. XLUNA Casino reserves the right to suspend and/or terminate a Player's Account immediately if XLUNA Casino discovers that the Player's Account has been opened in a country where it is illegal to access the Services.

5.8 None of the executives, managers, directors, employees, consultants, or agents in XLUNA Casino, a XLUNA Casino Group company or affiliated companies, nor their relatives (in this clause, the term "relatives" means spouse, partner, parents, children or siblings of the people mentioned above) are authorised to open or hold a Player Account or use the Service directly or indirectly. If this clause is breached, XLUNA Casino reserves the right to close said Player Account immediately, void any Bets and to cancel payments on any win.

6. PLAYER'S PERSONAL INFORMATION

6.1 The personal information that XLUNA Casino may request for registration includes but is not limited to: first name, surname, date of birth, home address, e-mail address, telephone number, language, currency for any deposits or withdrawals or ID card number.

6.2 It is the Player's responsibility to ensure that all information provided to XLUNA Casino is accurate, precise and up to date.

6.3 It is the responsibility of the Player to protect their bank card against loss or theft, and the Player should immediately contact XLUNA Casino customer services if the card is lost or stolen.

6.4 Your username must not be obscene, threatening, racist, offensive, derogatory, defamatory or infringe any intellectual property right or property right of a third party. If at XLUNA Casino's discretion, your username is considered to be inappropriate you will be asked by customer services to change it. Should you refuse this request XLUNA Casino reserves the right to terminate your Player Account.

6.5 XLUNA Casino presumes that all transactions are made by the rightful owner of the Player Account and are therefore valid. In no case is XLUNA Casino liable for losses incurred by the Player due to unauthorised use or misuse of their personal details.

6.6 XLUNA Casino will use strict security measures in order to protect Players' personal information against unauthorised access. The Player is solely responsible for securing their username and password and all actions that take place because of

access to the Service via your user name and password.

6.7 Your personal data shall be kept confidential and will be processed in accordance with our Privacy Policy. We will not disclose your personal data or betting information unless compelled to do so by any applicable laws, regulations, court orders or by the relevant gambling authorities. We reserve the right to disclose your personal data to our payment services providers and financial institutions to the extent necessary for completion of payments for the Services.

6.8 Cookies are also used on the Website to provide fast and efficient service and enable you to make use of the Website and Services effectively. Further details are in our Cookies Policy.

6.9 Additional information about the use of the Player's personal information by XLUNA Casino can be found in our Privacy Policy.

7. LICENCE TO USE THE SERVICES

7.1 We hereby grant you a personal non-exclusive, non-transferable licence to use the Services in accordance with these Terms and Conditions and subject to the following conditions:

7.1.1 You are at least 18 years of age, or the legal age required by the governing laws in the country where you reside, and that you are able to assume responsibility for your actions;

7.1.2 All information included in the registration form submitted to XLUNA Casino is true, accurate, complete, and corresponds to the name(s) appearing on the bank cards used for the deposits and payments of winnings. We reserve the right to close your Player Account in the event that the information provided to XLUNA Casino is found to be false, inaccurate, deceitful or incomplete. It is your responsibility to inform us of any changes regarding the information you provided us with as soon as possible;

7.1.3 The use of the Services is a right that is bestowed upon you personally to play games of chance on the internet. This right is given to you with a personal and not a commercial purpose;

7.1.4 You may not under any circumstance authorise a third party to use your Player Account, your password or your identity to access the Services;

7.1.5 You understand the rules and procedures of all games offered on the Website;

7.1.6 It is your responsibility to note the payout rate or odds that apply to each game before you place a Bet and you acknowledge that payout rates and odds change from time to time;

7.1.7 We reserve the right not to release any funds suspected to be connected to or proceeding from crime to you;

7.1.8 You acknowledge that it is strictly forbidden to post or transmit to the Website and or Devices or to any other Players any unlawful, harassing, abusive, threatening, libellous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law;

7.1.9 You will not create or provide any means (including, without limitation, via emulators) through which the Software may be used by others.

7.1.10 You acknowledge that when playing games of chance through the use of the Services means that you are at risk of losing money. It is your sole responsibility to assume the losses suffered through your Player Account;

7.1.11 You acknowledge that our Services are consumed instantly when playing. Thus, we cannot provide returns of goods or refunds or, subject to any terms to the contrary, cancellation of your Bets once they have been placed. If you play a game on the Website with real money, the money will be drawn from your Player Account

instantly;

7.1.12 You certify that you will not violate or attempt to violate or manipulate XLUNA Casino's security measures in any way. If XLUNA Casino has reasonable suspicion with respect to this clause, XLUNA Casino reserves the right to suspend or terminate your Player Account immediately, to not credit you with the amount due on your Player Account, and to deny you access to the Website (and all other websites) and Services offered by Us;

7.1.13 You certify that in relation to the Services, you will not use or attempt to use any martingale betting strategy or software endowed, in our view, with artificial intelligence;

7.1.14 You acknowledge that in the event that XLUNA Casino reasonably determines that you used or attempted to use a product endowed with artificial intelligence in conjunction with our Services, that XLUNA Casino has the right to suspend or terminate your Player Account immediately, to not reimburse the amount credited to your Player Account, and prohibit your access to the Website, (and all other websites) and Services offered by us;

7.1.15 You acknowledge that it is strictly forbidden for a Player to sell, transfer and/or acquire Accounts to/from another Player or transfer funds from their Account to another Player's Account;

7.1.16 We only allow access to the Services through secured networks using encryption of the username and password. You cannot play and bet without passing our customer security login;

7.1.17 You will not attempt to use any techniques designed to hide or mislead as to your IP or true location.

7.2 Upon termination of this Agreement, the licence issued pursuant to clause 7.1 shall be automatically revoked and you shall stop using the Software and shall uninstall the Software from your Device.

8. IDENTIFICATION AND AGE VERIFICATION

8.1 If you are under 18 years of age, you cannot use the Website and the Services.

8.2 You can only use the Websites and the Services if you are at minimum the legal age for gambling in your jurisdiction.

8.3 XLUNA Casino reserves the right to request proof of age and identity of a Player, at any time, in order to prevent the access of the Website by minors. Any Player who registers on the Website must provide a valid form of identification, address, email address and telephone number.

8.4 By registering an Account and agreeing to these Terms and Conditions, you authorise us to verify and confirm your identity and age.

8.5 In order to verify a Player's identity and to ensure that they are of legal age for gambling, we will carry out regular checks.

8.6 Where these checks are unable to verify that any customer is 18 or over, XLUNA Casino reserves the right to ask for proof of age.

8.7 Your age must be verified in order to ensure you are of legal age for gambling. If within 72 hours of your first deposit we have not been able to successfully verify your age, we reserve the right, until such moment as verification is completed, to:

8.7.1 Freeze your player account;

8.7.2 withhold access to funds;

8.7.3 prevent further gambling activity on your account.

8.8 If on completion of the age verification process you are found to be underage, all deposits made on the Player Account will be returned, and the winnings and/or bonuses will be voided.

8.9 If we remain unable to verify your age through our regular checks, we will send

an email to your registered email address requesting a copy of one of the following documents: birth certificate, driving licence, passport, signed credit agreement, citizen/national identity card.

8.10 In addition, you agree that if XLUNA Casino (in its absolute discretion) requires further verification of your identity that XLUNA Casino can send an email to your registered email address, requesting copies of two of the following documents, one of which must show your date of birth: birth certificate, driving license, passport, signed credit agreement, national identity card, utility bill or bank statement (less than 3 months old), which will need to be provided to XLUNA Casino in order to complete XLUNA Casino's verification process. If such documents are requested, no withdrawals may be made until such documents have been provided to XLUNA Casino.

8.11 To be approved, all documents must be in acceptable condition (as decided by XLUNA Casino in its discretion) and be readable. Your Player Account username must be included in the communication, to ensure the check is completed promptly.

9. FURTHER CONDITIONS OF USE

9.1 You warrant:

9.1.1 that you are acting on your own behalf; and

9.1.2 you are not depositing money originating from criminal or other illegal or unauthorised activities.

9.2 You agree that we or a payment processing company on our behalf will handle all financial transactions ("Payment Processor"). You agree that the Payment Processor reserves the right to withhold any payments should the Payment Processor have reason to believe or any suspicion that you may be engaging in or have engaged in fraudulent, collusion, unlawful or improper activity.

9.3 You accept that you are solely responsible for the supply and maintenance of all the computer equipment and telecommunication network and internet access services that you need to use in order to access the Services. We will not be liable for any loss caused to you by any failure of your computer equipment, telecommunications network and/or internet access.

9.4 You warrant you will not commit any acts or display any conduct that damages XLUNA Casino or any XLUNA Casino Group company's reputation.

9.5 You warrant you are not colluding or attempting to collude in any collusion scheme with any other Player in the course of Betting.

9.6 You warrant are not a Politically Exposed Person ("PEP") nor do you appear on any international Sanction List.

10. OUR RIGHTS AND RESPONSIBILITIES

10.1 XLUNA Casino is not responsible for the potential access to a Player's Account by a third party and will not be held responsible for any potential loss suffered due to the illicit use of a Player's password by a third party without authorised access, and/or for any transaction in which the name and password of a Player were registered correctly.

10.2 We will use your personal data to allow you to use the Services and to carry out operations relevant to your participation in the Services. 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 data, you may opt out of such a service. XLUNA Casino will not exchange and/or distribute email addresses or a Player's personal information with third parties.

10.3 XLUNA Casino reserves the right, at its sole discretion, to report any suspicious transaction and to transmit any information to the appropriate authorities and without notice to you. In such a case, you waive all rights of any nature that may be

recognised anywhere of the communication of such information. In addition, XLUNA Casino reserves the right to withhold all the funds XLUNA Casino believes to be derived from cheating, fraudulent or unlawful activity and where required, without giving reason to you for withholding said funds.

10.4 XLUNA Casino reserves the right, at its sole discretion, to suspend, modify, end, revoke the use of and/or add elements to its Services, either temporarily or permanently, at any time without notice or compensation, subject to compliance with its regulatory obligations and subject to fulfilling all other commitments made under these Terms and Conditions.

10.5 We reserve the right to make enquires about you, including credit checks with third party credit and financial institutions. We also reserve the right to request information on source of funds.

10.6 In order to comply with legal and regulatory obligations, XLUNA Casino operates an anti-money laundering policy that, from time to time, may require us to request documentary evidence to justify your activity on your Casino.com account. This will be communicated to you directly by email, with the request including a list of acceptable documentation. All information received is stored securely in accordance with our privacy policy.

11. FORBIDDEN JURISDICTIONS

11.1 Certain countries have not addressed the legality of games of chance on the internet, and others have specifically determined that such games are illegal. The use of the Services is in no way meant to be used by people who are forbidden by law to use it. The availability of the Services shall not be interpreted as an offer or invitation on our part to use the Services in a country where such use is illegal.

11.2 By accessing the Services, you confirm that you are not located in a country where it is illegal to play games of chance on the internet. XLUNA Casino will expressly not accept Players from the following countries: Afghanistan, Antigua and Barbuda, Australia, Austria, Belgium, Belarus, Bolivia, Bosnia-Herzegovina, Bulgaria, Burundi, Cambodia, Central African Rep, Colombia, Congo, Croatia, Cyprus, Czech Republic, Eritrea, Estonia, Ethiopia, France, Gaza Strip, Germany, Greece, Guatemala, Guinea Bissau, Haiti, Hungary, Iran, Iraq, Israel, Lao People's Democratic Republic, Liberia, Libya, Lithuania, Macau, Myanmar, Netherlands, Netherlands Antilles, Nicaragua, North Korea, Pakistan, Philippines, Poland, Portugal, Romania, Russia, Sierra Leone, Slovakia, Slovenia, Somalia, South Sudan, Spain, Sudan, Switzerland, Syria, Tajikistan, the Democratic Republic, Turkey, Turkmenistan, Uganda, Ukraine, United States of America, Vanuatu, Venezuela, West Bank (Palestinian Territory Occupied territory), Yemen and Kyrgyzstan, in addition residents of Singapore shall be blocked from accessing the Website(s) in their entirety.

11.3 XLUNA Casino reserves the right to suspend a Player Account if it is used to access the Website from a country where it is illegal to play games of chance on the internet or which is listed in clause 11.2.

11.4 You are entirely responsible for informing yourself of the laws in your jurisdiction in respect of the use of the Services.

12. RESPONSIBLE GAMBLING

12.1 XLUNA Casino is committed to providing a safe and responsible platform where Players can use the Services. XLUNA Casino is fully committed to help Players who show potential signs of problem gambling behaviour, or help Players that may be at risk of potentially becoming addicted in order to help face their problems and obtain the necessary advice and assistance that may be required.

12.2 XLUNA Casino offers the following

(a) Account limits – you can set daily, weekly, or monthly deposit limits. Any Account

limit set will only apply on your use of the Services of this Website, and not to any other XLUNA Casino Group Player Accounts you may hold.

(b) Reality Check – our “reality check” feature allows you to receive a reminder when you have been playing for a pre-set period of time.

(c) Time Out - if you wish to restrict your gambling for a short period of time (up to 6 weeks), you can do so by following our time out procedure on our Responsible Gaming page. On completion of this process, we will temporarily close your account and you will not be able to access it. You can "Time out" for 24 hours, one week, one month or any other reasonable amount of time up to 6 weeks. On completion of this period your account will be automatically re-opened and you can resume playing. Time Outs apply on all accounts opened in all Websites operated by XLUNA Casino Group, but may take up to 48 hours to come into effect across all brands.

(d) Self-Exclusion - If you wish to restrict your gambling, you can do so by following our self-exclusion procedure. On completion of this process, we will close your account and return any outstanding balance to you. Any outstanding Bets that have already been placed will remain open and settled according to our betting rules. You can close an account or self-exclude for a minimum of six months and a maximum of 5 years. If you elect to self-exclude, your account may not be opened or utilised during the period of self-exclusion. During the exclusion period, all efforts will be made to exclude you from betting. However, you must not attempt to Bet with us, and we cannot be responsible or liable for any subsequent consequences or losses (howsoever caused) that you may suffer or incur if you continue gambling through additional accounts where you have altered any of your registration details or you provide misleading, inaccurate or incomplete details or otherwise seek to circumvent the self-exclusion. No winnings generated on an account that is in breach of a self-exclusion agreement will be processed, with additional funds voided and the total deposit amount returned to the payment method initially used. We will not reopen any self-excluded account but, after the expiry of the exclusion period, you may telephone us to open your account. We will provide you with a 24-hour cooling off period, during which you may elect to keep the exclusion in place.

12.3 For further details on our gambling management tools, time out and self-exclusion please see our Responsible Gaming Page.

12.4 Our Responsible Gaming page also contains guidance on how to ensure underage persons are prevented from accessing the Services.

13. DEPOSITS

13.1 Please visit our deposits page for details on how to make deposits.

14. WITHDRAWALS

14.1 Please see our Withdrawal Policy for information in relation to your withdrawals.

15. BET ACCEPTANCE AND WINNINGS

Bet Acceptance and Disconnection

15.1 Bets will be validly placed if your username and password have been entered correctly, subject to there being sufficient funds in your Player Account.

15.2 It is your sole responsibility to ensure the details of your Bets are correct. Once your Bet has been accepted and acceptance of the Bet is confirmed by XLUNA Casino, it cannot be revoked, cancelled or changed.

15.3 Casino.com only accepts bets placed online. Bets are not accepted in any other form, i.e. (email, telephone or fax etc.) If such request is received, the bet will be voided, win or lose.

15.4 Bets will be deemed valid and accepted by XLUNA Casino once the stake has been selected and you click on the Bet confirmation button. The Bet details/outcome

will be available and displayed on screen in the Player Account history section.

15.5 All Bets are logged and recorded in the transaction log database.

15.6 The minimum amount for a bet is £0.10.

15.7 In respect of any Bet, the decision of XLUNA Casino is final. If you wish to dispute our decision, please see clause 17 for our complaints procedure.

15.8 You acknowledge that our Random Number Generator (RNG) will determine the shuffling and dealing of cards, the outcome of the games and other randomly generated processes that are part of our Services. You agree that the outcome of the RNG is final.

15.9 In the case of an interrupted or disconnected game: If a manifest error or mistake occurs or an incorrect participant is quoted for any event, all bets placed on that event shall be void. In the event of any malfunction to the CASINO.COM Software or Website(s), CASINO.COM reserves the right to void any and all bets placed.

Winnings

15.10 Your winnings are exclusive of the Bet amount.

15.11 Casino.com reserves the right to void any bet that may have been accepted when the account did not have sufficient funds to cover the bet. If an account has insufficient funds as a result of a deposit that has been cancelled by the payment processing party, Casino.com reserves the right to cancel any bet that may have been accepted retroactively.

15.12 All winnings will be credited to your Player Account. If any funds are credited to your Player Account in error, XLUNA Casino reserves the right remove such funds and void any transactions involving such funds, either at that time or retrospectively.

15.13 Payment of any taxes, fees, charges and levies that may apply to your winnings under any applicable laws shall be your sole responsibility.

15.14 Casino.com reserves the right to withhold payment and to declare bets on an event void if we have evidence that the following has occurred: (i) the integrity of the event has been called into question or (ii) match-rigging has taken place. Evidence may be based on the size, volumes or pattern of bets placed with Casino.com across any or all of our betting channels.

15.15 Casino.com reserves the right to refuse the whole or any part of any bet request in accordance with the Terms & Conditions that govern your participation in our services, at our discretion. Individual bet requests may be reviewed and an alternative price or staked maybe offered at our sole discretion. In respect of any Bet, the decision of XLUNA Casino is final. If you wish to dispute our decision, please see clause 18 for our complaints procedure.

15.16 Winnings will be credited to the customer's account following confirmation of the final official result.

15.17 The maximum win from a single casino spin/bet is \$/€500,000 excluding jackpot wins.

16. BONUS POLICY

16.1 Please see our General Bonus Terms and Conditions for information in relation to bonuses and promotions.

17. CUSTOMER COMPLAINTS AND DISPUTES

17.1 Player complaints are taken seriously at XLUNA Casino.

Making a complaint – First level

17.2 If you have a complaint or are experiencing difficulty with the Services you can raise your complaint with the Customer Support team Please visit our Contact Us page for the ways you can contact us.

17.3 Any complaint or claims of any nature, including with regard to the Player Account (gameplay, transactions or other matters) or Player Account balance, should

be communicated to us as soon as possible by contacting our Customer Support team and no later than 6 months after the issue has occurred.

17.4 XLUNA Casino commits to respond to the complainants with the results of the inquiry within one month from the date of the lodgement of the complaint, and will endeavour to provide a prompt resolution of issues at hand.

Referring a complaint – Second Level

17.5 If for any reason you are not satisfied with how XLUNA Casino has resolved your complaint, you may decide that the matter be referred to a dispute resolution service.

17.6 Players can refer their complaints for adjudication to the Gibraltar Gambling Commissioner. Please use the following link to refer a complaint to the Gibraltar Gambling

17.7 Alternatively, you may use the 'Online Dispute Resolution' platform to raise a complaint.

17.8 If a Player submits a complaint or claim in accordance with clauses 17.5 to 17.7, XLUNA Casino reserves the right at any time, without prior notice and without prejudice to any subsequent proceedings, to close the Player's Account, deny access to all or part of the Services, and in particular to refuse to accept a Bet or transaction, or to withdraw promotional offers from XLUNA Casino pending the conclusion of any proceedings.

18. PLAYER ACCOUNT CLOSURE AND SUSPENSION

Closing your Player Account

18.1 You can close your Player Account at any time. Please contact Customer Support by email, phone or chat, to request the Player Account closure. Players will be notified (immediately in the case of phone or chat requests, or via return email if the request comes via email) that the Account has been closed. Prior to receiving the notification, the Account will remain open and the Player remains liable for any activity that happens on the Account during that time.

18.2 Upon closing your Player Account, subject to any other term, you can withdraw your balance in accordance with your Withdrawal Policy.

Suspension of your Player Account

18.3 Without restricting our ability to rely on other remedies that may be available to XLUNA Casino, XLUNA Casino reserves the right to close or suspend your Player Account and/or void any associated bets and/or withhold any amounts in your Player Account at its absolute discretion if we have reason to believe any of the following, that:

18.3.1 you have more than one Player Account on the Website;

18.3.2 you provided incorrect personal details while registering a Player Account, or you provide personal details belonging to another person;

18.3.3 the name on your Player Account does not match the name on the credit or debit cards or other payment accounts used to Bet and deposit with XLUNA Casino;

18.3.4 you are not of legal age for gambling in your jurisdiction;

18.3.5 you have allowed, intentionally or unintentionally, another person to use your Player Account or you have otherwise misused your Player Account;

18.3.6 you have played in tandem with other Players as part of a club, group, etc., or placed bets in a coordinated manner with other Players involving the same selections;

18.3.7 XLUNA Casino receives a "charge back" and/or a "return" notification via a deposit mechanism used on your Player Account;

18.3.8 you are found colluding, cheating, money laundering or undertaking any kind of fraudulent activity;

18.3.9 it is determined that you have employed or made use of a system (including

machines, computers, software or other automated systems such as bots etc) designed specifically to defeat the gaming system on the Services, or have employed betting techniques with the aim of circumventing the standard house edge in the games on the Services;

18.3.10 you are acting other than on your own behalf or otherwise in concert with others or engaging in illegal or fraudulent activity while interacting with the Services;

18.3.11 you have breached any of these Terms and Conditions;

18.3.12 you are acting in a manner that is detrimental to the conduct of our business;

18.3.13 you have acknowledged that you are, or we reasonably believe you to be suffering from a problem related to gambling addiction;

18.3.14 it is illegal for you to interact with the Services in any way;

18.3.15 we are unable to verify your registered address or contact telephone number;

18.3.16 there has been an abuse of a promotion; bonuses or any other offers promoted by us;

18.3.17 XLUNA Casino is required to do so by law;

18.3.18 there is an ongoing dispute between XLUNA Casino and the Player;

18.3.19 you are found to be a PEP or appear on a Sanction List;

18.4 Immediately following the cancellation of this Agreement by either party, XLUNA Casino will return the amount in your Player Account subject to any withdrawal fees.

18.5 All information collected during the registration process is kept even after a Player Account is closed. This information is kept for regulatory purposes, the prevention of fraud and money laundering. XLUNA Casino reserves the right to cooperate fully with law enforcement and justice and any other official authority for any investigation of illegal activity on the Website.

18.6 Upon termination of your account, you agree and acknowledge that your rights to use the Website or the Services shall immediately terminate.

18.7 Your sole remedy in the event of termination of your Account by us for any reason related to clauses 18.3.1 to 18.3.19 shall be the re-imburement of any undisputed Player Account balance you may then have and we shall have no further liability to you whatsoever.

19. DORMANT ACCOUNTS

19.1 "Dormant" Player Accounts are defined as Player Accounts which are not accessed by you and used for real money Betting for any consecutive period of 180 days.

19.2 Once your Player Account has been deemed Dormant we will be entitled to charge you an administrative fee equivalent to 5% of your total account balance ("Administration Fee"). The minimum deduction amount is \$15 or currency equivalent and the maximum deduction amount is \$500 or currency equivalent. We will deduct the Administration Fee from your Player Account balance every thirty (30) days from the moment your account has become dormant. You will be given 30 days written notice by email of the fact that your account is about to become dormant and subjected to Administration Fees.

19.3 We will stop deducting the Administration Fee from your Player Account if your Player account is re-activated by your placing a bet.

19.4 Once your Player Account reaches zero and/or a negative balance as a result of the deductions of the Administration Fee then your Player Account will be closed.

19.5 Even if you do not choose to re-activate your Player Account, you may contact customer services at any time requesting to retrieve your balance.

19.6 Should your Player Account remain Dormant and not be accessed by you and used for real money Betting for any consecutive period of 180 days from becoming

Dormant and where your account also has a balance, we shall continue to contact you with a view to returning any remaining funds. Should this not be possible, then the remaining balance in that Account will be removed at the end of this further period of 1 year in total from becoming Dormant and the Account closed.

20. INDEMNITY

20.1 By accepting these Terms and Conditions, you agree to indemnify us, to defend us and to exonerate XLUNA Casino, each XLUNA Casino Group company or their Representatives on demand in respect of any claim, damage, loss (whether direct or indirect), loss of reputation, loss of profits, cost or expense suffered by XLUNA Casino, any XLUNA Casino Group company or their Representatives, including but not limited to all legal fees, in relation to:

20.1.1 any breach by you of these Terms and Conditions, rights of a third party or any law or regulation;

20.1.2 your access to the Website;

20.1.3 Betting or any other use of the Services (by you or another person);

20.1.4 download and installation of the Software on any Devices;

20.1.5 any action / legal proceedings, claims, demands, or complaints made by a third party against XLUNA Casino or any XLUNA Casino Group company resulting from any breach by you of these Terms and Conditions and/or any relevant laws or rights of third parties;

20.1.6 your fraud, dishonesty or criminal act.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 All rights, trademarks, patents and other intellectual property rights on any material or content (including but not limited to, software, data, applications, information, text, photographs, music, sounds, videos, graphics, logos, symbols, artwork and other material or moving images) contained on the Website ("Content") belong to XLUNA Casino or have been granted for our benefit by the owners of the rights as part of the Service. No use of such Content and intellectual property rights relating thereto without the prior written consent and express consent of the owner is permitted. All rights are reserved.

21.2 In particular, as regards the Content (in whole or in part) the Player is forbidden, to engage in prohibited activities listed below (collectively, "Prohibited Acts"):

21.2.1 The sale, transfer, lease or subcontract of Content;

21.2.2 To change, edit, modify, adapt or restructure the Content in any way;

21.2.3 To copy, distribute, perform or attempt to access the source code of the Content for any purpose;

21.2.4 To use the Website for any unlawful or illegal purposes or that in any way in breach of these Terms and Conditions.

21.3 If the Player commits a Prohibited Act, the Player will be held entirely responsible for all damages, costs and expenses arising therefrom.

21.4 The Player may copy the Content in an unaltered form for private use on their own personal computer, mobile phone or other access device, if and to the extent that such a copy is required for appropriate use of the Services.

21.5 The Player shall inform XLUNA Casino immediately if they are aware of any unauthorised use or copying of any Content or any part of the Website or any unauthorised access to any site or other unauthorised activities, including but not limited to, any Prohibited Act related to the Services by any person or entity. The Player agrees to provide XLUNA Casino with all the assistance necessary for any search XLUNA Casino carries out in accordance with information that the Player provides XLUNA Casino with.

22. EXCLUSION OF WARRANTY

22.1 You acknowledge that you have chosen to use the Services willingly and at your own risk and discretion.

22.2 XLUNA Casino offers the Services 'as is', with no warranties, assurance, commitments or any declaration explicit or implied, legal or other.

22.3 XLUNA Casino hereby excludes all terms, conditions, and warranties explicit or implied, including but not limited to implied warranties, commercial conditions, and/or matters of satisfactory quality, ability and adaptability to a specific end, completion or precision of service and of the application with regards to the failure to respect governing rules and laws.

22.4 It remains your responsibility to protect your system from all computer viruses and XLUNA Casino, under any circumstances, shall not be held responsible for any losses incurred in relation to any viruses. In case of viruses in our systems, we reserve the right to suspend the Services.

22.5 We do not guarantee that:

22.5.1 the Services are entirely secure and exempt from error;

22.5.2 the Services are updated regularly;

22.5.3 any defect in the Services are regularly corrected;

22.5.4 that access to the Services will be uninterrupted;

22.5.5 the Services are virus or bug free;

22.5.6 the Services will be continually operational;

22.5.7 that the Services are adequate;

22.6 XLUNA Casino will not be held responsible for any act or omission by an internet service provider or of any other third party, including those with whom you may have contracted in order to have access to the Services. In case of litigation between the internet service provider and yourself, XLUNA Casino cannot be a party to the suit, and such suit shall in no way affect the Player's obligations under this contract.

22.7 In the event of errors relating to the generation or communication of any result, bet settlement or other element of the Services, including the random number generators used in certain games on the Services, we will not be liable to you as a result of any such errors and XLUNA Casino reserves the right to void all Bets on the games affected and your Bet will be returned.

22.8 Nothing in these Terms and Conditions will exclude or restrict XLUNA Casino's responsibility in any manner which is prohibited by relevant laws.

23. LIMITATION OF LIABILITY

23.1 Nothing in these Terms and Conditions is intended to:

23.1.1 exclude or limit our liability for fraud or for death or personal injury resulting from our negligence; or

23.1.2 limit your statutory rights (statutory rights include, for example, that we will provide our Services to a reasonable standard and within a reasonable time).

23.2 Except under Clause 23.1 above and save in respect of any winnings lawfully due to you in accordance with these Terms and Conditions, our maximum liability to you in relation to any one incident or series of related incidents is limited to the greater of:

23.2.1 where such liability relates to a specific Bet, the value of such Bet paid by you;

23.2.2 where such liability relates to the misapplication of funds in your Player Account, the amount that has been lost or misplaced; or

23.2.3 ten thousand Pounds (£10,000).

23.3 Subject always to Clauses 23.1 and 23.2, we will not be liable for any loss to you or a third party, that could not have been reasonably expected at the time you register or at the time you enter into a transaction for Services, such as any loss of income,

business or profits or any information which is lost or corrupted, including but not limited to any damage or loss suffered or incurred by you as a result of:

23.3.1 any use of our Services in breach of these Terms and Conditions (including any use of our Services for commercial or business purposes);

23.3.2 failures caused by the equipment you use to access our Services, Website, call centre or mobile applications or failures in any network (including failures by your internet service provider);

23.3.3 any incomplete, illegible, lost or delayed transactions (including as a result of technical failure);

23.3.4 damage to your equipment (e.g. desktop, laptop, TV, mobile, smartphone, tablet, games console or other internet-enabled device) or for any loss or corruption of data that results from your use of our Website, Services or mobile applications (and we cannot and do not guarantee that any files that you download are free from viruses, contamination or destructive features);

23.3.5 the accuracy, completeness or currency of any information services provided by us or third parties (including but not limited to prices, runners, times, results, live scores or general statistics);

23.3.6 any loss whatsoever arising from your abuse or misuse of your Player Account or our Services;

23.3.7 any failure on our part to interact with you where we may have concerns about your activities;

23.3.8 any event outside our control or instances of force majeure;

23.3.9 our closure or suspension of your Play Account in accordance with these Terms and Conditions;

23.3.10 your use or a third party's use of the Services the Content or any link on the Website;

23.3.11 any modification, suspension or interruption of Services; or

23.3.12 any improper functioning of the Services.

23.4 In the event that any malfunction results in profit, whether it is collected or credited to your Player Account, XLUNA Casino reserves the right to claim all gains that you may have benefited from, as a result of one of those malfunctions, and you would be obliged to immediately reimburse XLUNA Casino the amount collected and inform XLUNA Casino of the malfunction. XLUNA Casino reserves the right, at its sole discretion, to directly deduct an amount equal to that which you may have received in error from your Player Account.

23.5 You acknowledge that in relation to the use of the Services that you will have no claims whatsoever against any Representatives of any XLUNA Casino Group company.

24. GOVERNING LAW / JURISDICTION

24.1 This Agreement, its interpretation and its execution, as well as all other legal relations between the parties to this contract, is subject to the laws of Gibraltar

24.2 You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Gibraltar, provided always that such submission shall not affect the right of XLUNA Casino to take such legal action or proceedings in any other jurisdiction, nor shall the taking of such legal action or proceedings in any jurisdiction preclude XLUNA Casino from taking such action or proceedings in any other jurisdiction.

25. BREACH OF THESE TERMS AND CONDITIONS

25.1 XLUNA Casino reserves the right to seek all remedies available at law and in equity in respect of a breach of these Terms and Conditions.

26. LINKS TO EXTERNAL WEBSITES

26.1 The Website may contain links to external websites outside the Website which

are not maintained by XLUNA Casino. Links to external websites are provided for your convenience only, and XLUNA Casino is not responsible for and does not undertake to ensure that contents of such links are accurate, current or maintained.

26.2 XLUNA Casino does not approve or endorse, and makes no representations or warranties in respect of the contents or the privacy practices of the external websites, any products or services which may be advertised, sold or otherwise made available on such external websites.

26.3 XLUNA Casino shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use of any link to external websites provided on the Website.

26.4 Unless expressly provided XLUNA Casino shall under no circumstances be considered to be associated or affiliated with any statement, opinion, trade or service marks, logos, insignias or other devices appearing on external websites, or any products or services which may be advertised, sold or otherwise made available on external websites, or with the operators or owners of external websites or any person who may be related to any external websites in any manner whatsoever.

27. GENERAL

27.1 Failure of XLUNA Casino to exercise their rights under these Terms and Conditions does not constitute a general waiver of those rights.

27.2 If any part of this Agreement is deemed invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that reflects as closely as possible the intent of the original provision and the remainder of this Agreement will continue to full effect.

27.3 This Agreement and any documents referred to herein represent the entire agreement between XLUNA Casino and you and supersede any prior agreement, understanding or arrangement, whether oral or in writing. We each acknowledge that we have not relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in this Agreement.