# **Terms and Conditions**

## Terms and Conditions

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#### 1. INTRODUCTION

These terms and conditions ("Terms and Conditions") govern your access to and use of our website, KY.Casino including mobile web, mobile applications and products and services offered by us from time to time through the website ("Website"). By accessing and using the Website (including opening an account with us), you agree to be bound by these Terms and Conditions.

Please read these terms and conditions carefully before using the Website, as they form a legally binding contract between you and us. If you do not agree to be bound by these Terms and Conditions, please do not use the Website or our Services.

#### 1. THE TERMS AND LICENCE DETAILS

- 2.1. These Terms and Conditions include and incorporate the following additional terms:
  - a) Product specific rules, which govern particular games, events and/or products ("Rules"). When you play any game or place a bet or wager using the Website, you agree to be bound by the Rules of any game you play (as set out in the game itself or in the "Help" section);
  - b) Our Privacy Policy, which sets out the terms on which we process any personal data we collect form you or that you provide to us; and
  - c) Promotional terms, which may apply in respect of promotions, bonuses and special offers (including any wagering requirements) related to the products or services offered through the Website from time to time ("Promotional Terms").

The above terms constitute the entire agreement between the parties and supersede all previous agreements.

• 2.2. The Website is operated by BRIDGE TECHNOLOGIES B.V., a company incorporated and registered in Curacao (company number 160264) (hereinafter "we" or "us"). We hold a remote operating licence from the Government of Curacao under licence number 8048/JAZ ("Licence").

## 1. YOUR ACCOUNT

- · Opening an Account
- 3.1 In order to make a deposit and place a bet or wager using the Website, you will need to open an account with us on the Website ("Account"). When registering an Account, you will be required to provide certain personal information, including your name, date of birth, address, telephone number and email address. All information supplied by you must be accurate and complete. You must keep your registration and Account details up-to-date. If any of your Account details change you should notify us immediately by contacting our Customer Services team (our contact details can be found here. contact@ky.casino).
- 3.2 You may only open one Account on the Website. Duplicate accounts are prohibited and will be closed and Withdrawable Funds (as
  defined in section 3.16 below), if any, returned. We do not operate a credit facility, and you may only place a bet or wager with funds
  held in your Account.
- 3.3 When you open an Account, you will be required to choose a unique username and password. You must keep your username and password secure and confidential and not share it with anyone else. You must not allow any other person to use your Account. You accept that any actions taken using your Account will be considered to have been taken by you and any bets or wagers placed using your Account will be considered valid. If you have reason to believe that someone else is aware of your password, please contact our Customer Services team immediately (our contact details can be found here. contact@ky.casino).
- 3.4 You must not open an Account or use the Website (including any of the products or services offered via the Website) if you are located in a jurisdiction in which placing a bet or wager using the Website is unlawful or contrary to any applicable regulation. You are

responsible for determining whether your use of the Website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is not illegal in the territory where you reside.

- 3.5 Any bet or wager placed via your Account must be for your own benefit and not for the benefit of any third party. Provided that we
  have been correctly supplied with the Account information requested, we are entitled to assume that deposits and any bets are made by
  you.
- 3.6 You are not permitted to register an Account or place a bet or wager via the Website if you are under 18 years of age. You will not be able to make a deposit until we have verified that you are 18 years of age or over.
- 3.7 We reserve the right to refuse to open an Account for any reason, including failure to meet our age or identity verification checks.
- Verification Checks and Source of Funds requests
- 3.8 It is important that we are able to positively identify our customers to comply with both regulatory requirements and to help ensure the security of accounts. In order to achieve this we may request information to verify your identity and the source of the funds you use to het with.
- 3.9 Your full name, date of birth and address must be successfully verified prior to being able to make a deposit. Verification must be fully completed prior to making a withdrawal. In certain circumstances we may need to ask for your assistance to be able to confirm your identity and show that you have sufficient funds to support your gambling activity. Where such information is required, your Account may be subject to certain restrictions until you have provided the requested information and documentation in order to satisfy these checks.
- 3.10 We will process any personal information provided to us or otherwise held by us relating to you in the manner set out in our Privacy Policy.
- · Deposits and withdrawals
- 3.11 To place a bet or wager for money using the Website, you need to deposit funds. You promise and represent to us that:
  - a) you are not depositing funds originating from criminal or unlawful activities, and you are not otherwise conducting criminal or unlawful activities and/or intending to use the Account in connection with such activities;
  - b) the payment card details supplied by you in the registration process (or subsequently) are yours as the registered account holder and the relevant card has not been reported as lost or stolen; and
  - c) all payments made into your Account are authorised and you will not attempt to make any chargebacks, reversals or otherwise cancel any deposits into your Account and where we incur a loss as a result of this activity, you will reimburse us in full on demand.
- 3.12 You agree that any financial transactions (e.g. deposits, withdrawals) on your Account will be handled by us directly or through a third party payment processing company ("Payment Provider"). Financial transactions will appear on your card statement as "BRIDGETECH".
- 3.13 Once your Account has been opened, you will be able to credit funds to it by requesting an electronic transfer of funds using any of
  the means set out on the Website. Only when your deposits are reconciled and cleared by the relevant Payment Provider will your
  Account be credited with the funds.
- 3.14 Unless specifically authorised by us in writing, the limits on deposits into, and withdrawals from, your Account are set out in the
  table below. All deposits must be in the currencies available on the Website from time to time, which currently includes British Pounds
  Sterling and Euros. All bets and wagers will take place and all Account balances will be displayed in your chosen currency.

Minimum Single Deposit	Maximum Single Deposit		
10\$/7,800₦	1000\$/779,550₦		
Minimum Single Withdrawal	Maximum Single Withdrawal		
5\$/3,900₦	50,000\$/38,977,501₦		

\*If you wish to withdraw an amount which is less than the Minimum Single Withdrawal set out in the table above, please contact our Customer Services team (our contact details can be found here. contact@ky.casino). A fee may, reflecting our costs incurred in processing the withdrawal, apply.

- \*\* The number of withdrawals you can make is not limited. If you wish to withdraw more than the Maximum Single Withdrawal amount, you will be required to make multiple withdrawal transactions.
- 3.15 You must notify us if any sum is incorrectly credited to your Account. We are entitled to reverse such credits and/or recover such sums from you if you have withdrawn them.
- 3.16 You may withdraw any Withdrawable Funds in your Account at any time by submitting a withdrawal request. "Withdrawable Funds" means the total funds in your Account (including all unspent deposits and winnings from wagers made with your deposits) excluding any funds that are subject to a restriction (including wagering requirements or other promotional play restrictions).
- 3.17 On receipt of a withdrawal request from you, we will return the relevant funds to you (less a processing fee (if applicable) using the payment method with which those funds were originally deposited (unless we agree otherwise).
- 3.18 If relevant in your jurisdiction, it is your responsibility to account to the relevant tax authorities for any winnings you receive via your Account. We are not liable to account to any tax authority for any of your personal taxes.
- Gambling Transactions
- 3.19 We reserve the right to refuse the whole or any part of a bet if your Account is restricted in our reasonable discretion. No transaction is accepted by us until we have confirmed to you that it has been accepted.
- 3.20 We only accept bets made online (including via mobile phone or mobile applications). Once your bet is confirmed, you cannot cancel the transaction. It is your responsibility to ensure that all details of the bet are correct.
- 3.21 You can monitor all gambling transactions made using your Account by clicking on the "History" button when logged in. You are responsible for all gambling transactions made using your Account.
- · Protection of Customer Funds
- 3.22 Your Account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any deposit or banking or other insurance system of any jurisdiction. Any monies deposited with us will not receive any interest.
- 3.23 We are required to inform customers about what happens to funds which we hold on account for you in the event of our insolvency.
   We hold customer funds separate from company funds in a mixture of bank accounts and in reserve funds which we hold with our payment processors. These funds are not protected in the event of our insolvency.
- Inactive Accounts
- 3.24 If you have not placed a bet using your Account for a continuous period of 12 months, your Account will be deemed inactive. Once
  your Account has been deemed inactive, we may, upon giving you notice, charge a monthly maintenance fee of £5 or 5% of the balance
  of your Account. We will continue to deduct this fee until the balance of your Account is zero or you place a bet.
- · Closing your Account
- 3.25 If you wish to close your Account, please contact Customer Services (our contact details can be found here. contact@ky.casino).
- 3.26 We shall be entitled to restrict (pending our investigation) or permanently close your Account in the following circumstances:
  - a) immediately if we discover that you have become bankrupt;
  - b) immediately if we are required to do so by law enforcement or regulatory authorities or by a court order or if we are otherwise required to do so for regulatory or legal reasons;
  - c) in accordance with the "Cheating, Collusion, Fraud and Criminal Activity" section below if an investigation concludes that you have used the Website for the purposes of fraud, collusion, or unlawful or improper activity;
  - d) by giving you reasonable notice if you don't supply any information reasonably requested by us;
  - e) by giving you no less than one (1) months' notice; and/or
  - f) by giving reasonable notice if we discover or have reason to believe that you have breached, or are breaching, these Terms and Conditions.
- 3.27 Where we close your Account due to a breach of these Terms and Conditions, we may withhold and/or retain any and all amounts in such Account until such time as we have investigated the relevant breach. Upon conclusion of our investigation, we will return any

amounts in your Account to you other than where we have received a valid request from any law enforcement or regulatory authority, or a court order, which requires us to withhold the funds in your Account.

- · Errors or Omissions
- 3.28 A number of circumstances may arise where errors are made in respect of bets placed or payments made by us ("Error"). An Error could be the result of a mistake by an individual or a defect or fault with the software and/or hardware we use to provide the Website.
   Save whereas set out in these Terms and Conditions, we will not be liable for any Error however caused including, but not limited to, where:
  - a) we incorrectly calculate or pay out the amount of winnings that are paid to you;
  - b) an error occurs in a random number generator or pay tables included or used in any game or product; and/or
  - c) caused by the failure of any hardware, software or communications systems.
- 3.29 We reserve the right to correct any Error made on a bet placed and re-settle the same at the correct price or terms which were
  available or should have been available at the time that the bet was placed and the bet will be deemed to have taken place on the terms
  which were usual for that bet or, in cases where the correction or resettlement of the bet is not possible, to declare such bet void and
  refund the stake in question back into your Account.
- 3.30 Where we have paid winnings to you which we can reasonably demonstrate were as a result of an Error, we reserve the right to claim back such winnings from you and/or deduct them from your Account balance.
- 3.31 You should inform us of any Error as soon as possible and should not seek to exploit an Error to generate winnings. Where we have paid winnings to you which we can reasonably demonstrate were as a result of you exploiting an Error, we reserve the right to claim back such winnings from you and/or deduct them from your Account balance.
- 3.32 We are not liable for, nor be required to compensate you for, any loss that results from any Error by us.
- · Cheating, Collusion, Fraud and Criminal Activity
- 3.33 If we consider in our reasonable discretion that you are engaging, or have engaged, in one of the following activities, we reserve
  the right to suspend and/or close your Account withholding any or all winnings and share information (together with your identity) with
  the police and other appropriate authorities:
  - a) cheating (including by counting cards or exploiting a game or game fault);
  - b) colluding with others (including by working together to exploit a game or game fault, using "bots" or similar software, or manipulating the software we use to provide the Website); and/or
  - c) fraudulent behaviour or criminal activity (including money laundering, unwarranted chargeback or stolen payment methods).
- 3.34 You agree to assist and cooperate with any investigation into the foregoing activities. While an investigation is ongoing, your
  Account will be suspended and you will not be able to place any bets, make deposits or process withdrawals. If the investigation
  concludes that you have not engaged in any of the foregoing activities, your Account will be re-activated. If the investigation concludes
  that you have engaged in any of the foregoing activities, we will take the appropriate action to meet out legal obligations.
- 3.35 Where our concerns relate to the validity of your identity, we may deploy anti-fraud systems and processes as well as asking for additional identity documentation.
- 3.36 You should only deposit money into your Account for the purpose of entering into a bet or wager. In circumstances where we
  believe that you are depositing money without any intention of gambling, we may investigate your Account in accordance with the
  preceding paragraphs.
- 3.37 To ensure a secure and fair playing environment, automatic playing of games by software (including, but not limited to, so called "bots", Trojans, worms, logic-bots, auto-folders, AI-software and any software used for opponent-profiling and automatic betting) or the use of any other technical means to manipulate the outcome of the games or your/another player's account and/or data is not permitted. This will include, but is not limited to, using programmes to make decisions or take actions on yours or other players' behalf and any form of hacking. Use of such programmes, behaviour or activity may (without affecting our other rights and remedies) result in closure of your Account and other associated player account(s), and the cancellation of any winnings/funds that have accumulated on those accounts.

### 1. USE OF THE WEBSITE

- 4.1 It is your responsibility to ensure that any bets placed through the Website are correct and placed in accordance with any additional Rules specific to the game (as applicable). If you require help in relation to the Rules for a particular game, please use the dedicated 'Help' or 'Info' button in the top right-hand corner of the game window, and you will be taken to a dedicated page which details the rules and mechanics of that game.
- 4.2 No warranty or representation, express or implied, is made as to the accuracy, timeliness, completeness or suitability of the
  information and materials contained on our Website nor as to the results obtained through its use. The information provided on the
  Website is for information purposes only and is not intended to amount to advice or recommendations.
- 4.3 You are solely responsible for the supply and maintenance of all computer equipment, telecommunications networks and internet connection services that you require in order to access and use the Website. We shall not be liable for any loss or damage caused to you computer equipment, telecommunications network or internet connection service as a result of using the Website, save that if any defective digital content which we may have supplied to you damages a device or digital content belonging to you and this is caused by our failure to exercise reasonable care and skill, we will either repair the damage or pay you compensation.
- 4.4 You may only use the Website for the purpose of placing bets or wagers with us for your own private use. Any commercial
  exploitation of information from our Website is strictly prohibited.
- 4.5 You must not use the Website for any purpose which is illegal, fraudulent, abusive, obscene, discriminatory, dishonest or inappropriate. You will fully compensate us for any and all losses, costs and damages arising from any such activity.

### 1. RESPONSIBLE GAMBLING

- 5.1 As part of our commitment to responsible gambling, we offer a deposit limit, bet limit, time out and self-exclusion facility to each player whereby you can set a limit on the amount that you deposit and spend and/or block access to your account for a specified or indefinite time. You can set these limits by going to by contacting our Customer Services team (our contact details can be found here contact@ky.casino).
- 5.2 Requests to increase deposit or bet limits or to re-open your account will take effect only after a cooling-off period of a minimum of twenty-four (24) hours from receipt of the request has elapsed. For further information about our responsible gambling facilities, please read our Responsible Gaming Policy.

## 1. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All website design, text, logos, graphics, music, sound, photographs, video, software compilations, underlying source code, software
  and all materials forming any part of the Website are subject to copyright and other proprietary rights which are either owned by us or
  used by us under licence from third party rights owners.
- 6.2 You must not use any part of the materials on the Website for any commercial purposes without obtaining a licence to do so from us
  or our licensors. You must not copy, store, publish, rent, licence, sell, distribute, alter, add to, delete, remove or tamper with the Website,
  any part of it including any intellectual property rights affixed to the Website or mobile applications and/or any software made available
  for download without our prior written consent.

## 1. LIMITATION OF LIBALITY

- 7.1 Nothing in these Terms and Conditions excludes our liability for:
  - a) death or personal injury arising from our negligence;
  - b) fraud (including fraudulent misrepresentation); or
  - c) any other liability which cannot be excluded or limited under applicable law.
- 7.2 You have certain statutory rights including, without limitation, that the Website will be provided with reasonable skill and care. Nothing in these terms and conditions is intended to affect these legal rights or other rights to which you may also be entitled.
- 7.3 Neither we nor our suppliers, nor any of our affiliates and related parties, will be liable to you for any costs, expenses, losses or claims arising or resulting from communications or system errors occurring in connection with the settlement of Accounts or other features or components of the software we use to provide the Website, or for any damage caused to your devices (PCs, mobile devices) from use of such software, save that if the Software damages a device or digital content belonging to you and this is caused by our failure to exercise reasonable care, we will either repair the damage or pay you compensation. In the event of such errors, we will further have the right, but not the obligation, to remove any relevant games from the Website and take any other action to correct such errors.

- 7.4 The Website (including all material and information displayed on or via the Website) is provided without any guarantees, conditions
  or warranties as to their accuracy. Save where otherwise set out in these Terms and Conditions, and to the extent permitted by
  applicable law, we exclude liability for:
  - a) any losses not caused by our breach of these Terms and Conditions or our breach of applicable law;
  - b) any losses arising from your breach of these Terms and Conditions;
  - c) any losses that were not foreseeable to both parties when the contract between us was formed;
  - d) business losses, and/or losses to non-consumers;
  - e) losses caused by the equipment and devices you use to access the Website; and
  - f) failure to meet any of the obligations under these Terms and Conditions where such failure is due to events beyond our reasonable control which prevent us from providing the Website or fulfilling our obligations under these Terms and Conditions including, but not limited to, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.
- 7.5 Subject to sections 7.3 and 7.4, and other than in relation to the payment of winnings lawfully won or in circumstances where we
  may not limit our liability under applicable law, our liability to you pursuant to these Terms and Conditions shall not exceed:
  - a) in the case of liability that relates to a specific bet, the amount of the stake wagered; or
  - b) in the case of any other matters, an aggregate of ten thousand Pounds Sterling (GB£10,000).

### 1. PRIVACY

Please read our Privacy Policy carefully which contains important information about the use of your personal data and other information regarding your privacy.

### 1. DISPUTES AND COMPLAINTS

- 9.1 If you have any compliant about our Website or any of the products or services offered through our Website, please contact our Customer Services team (using the contact details found here contact@ky.casino) setting out the details of your complaint. We will review the complaint or dispute and respond to you within fourteen (14) days.
- 9.2 We always seek to resolve complaints or disputes internally, but if you are dissatisfied with the result under section 9.1 above, you
  may refer your compliant by email to Antillephone N.V. via complaints@gaminglicences.com should all efforts to resolve a dispute
  directly with us to the Customer's satisfaction fail.

# 10. CHANGES TO THESE TERMS AND CONDITIONS

- 10.1 These Terms and Conditions are subject to change and we reserve the right to change them at any time for a number of reasons, including in order to comply with applicable law and/or in order to reflect changes to our Website or our business practices.
- 10.2 Following your initial acceptance of these Terms and Conditions, we will notify you of any subsequent significant changes to the Terms and Conditions before they come into effect. However, you should check these Terms and Conditions regularly for changes as your continued use of the Website will be regarded as acceptance of the latest version of the Terms and Conditions (including the Privacy Policy).

## 11. MISCELLANEOUS PROVISIONS

- 11.1 A person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these terms and conditions.
- 11.2 Nothing in these terms and conditions shall be construed as creating any agency, partnership, or any other form of joint venture between the parties.
- 11.3 You may not assign or transfer any of your rights or obligations in whole or in part to any third party.
- 11.4 These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by, and construed in accordance with, the law of Curacao. Each party irrevocably agrees that the courts of Curacao shall have non-exclusive jurisdiction to settle any dispute or claim.
- 11.5 If any provision of these terms and conditions is found by a court or a regulator to be invalid or unenforceable the other provisions will continue to apply.