**Terms of Use**

1. General

1.1. In the Terms of Use as defined herein ("Terms of Use"), which govern the use of the games and play offered at www.minspo.info and other URLs licensed to or belonging to Minspo ("Website"). The Terms of Use ("Terms of Use"), as defined herein, govern the use of the games and play offered at and other URLs licensed or belonging to ("Website").

1.2. We are the company incorporated in Curaçao under registration number ○○○○ and based in Curaçao in accordance with the laws of Curaçao.

1.3. Minspo is authorized under license #XXXX/XXXXX-XXXX-XXXX.

1.4. Minspo shall be referred to as "the Service", “the Company”, "we", "us" and "our" and players shall be referred to as "you" or "Player.

1.5 The term "Game(s)", "the Game(s)" or "Game(s)" shall refer to any of the game products offered on this website.

1.6. This version of this Agreement shall remain in effect until the latest version is posted on this website.

1.7. These Terms of Use apply to all platforms and devices that make gameplay of games offered by Minspo available." Games" shall mean the games available on the Website.

1.8. Minspo reserves the right to revise these Terms of Use, which shall be effective from the time they become available on the Website. You will be notified here of any changes to the Terms of Use, and if the Terms of Use are changed, both you and Minspo will be subject to the new terms. If you do not agree to any changes in the Terms and Conditions, you will not be able to log in to your account and any positive balance on your account may be withdrawn. Please contact us at support@minspo.info.

1.9. You must read and understand these Terms of Use in their entirety before accepting the Agreement. If you do not agree to any part of these Terms of Use, you must not use or continue to use this Web site.

1.10. These Terms of Use are made applicable to you upon verification and registration of the information required during the registration process on this website. By registering for an account at Minspo, you acknowledge that you have read, understood, and agree to accept these Terms of Use.

1.11. Minspo reserves the right to amend these Terms of Use at any time and without prior notice. You are solely responsible for reviewing any modifications, updates and/or changes. Your continued use of Minspo's services or the Website after any amendment to these Terms of Use shall constitute your acceptance of the amended Terms of Use, and any amendment, update and/or modification of these Terms of Use shall be binding on you.

1.12. Although these Terms of Use are published in several languages, they are all based on the same principles and are translated for the purpose of informing players. Herein, only the version written in English shall govern the legal relationship between you and Minspo. In the event of any discrepancy between the English and non-English versions of these Terms of Use, the English version shall prevail.

2. Customer Obligations

2.1. You may open only one (1) account on any of the Websites offered by Minspo. Minspo shall have the right to delete duplicate accounts.

2.2. You are at least 18 years of age or meet the minimum legal age prescribed by your jurisdiction of residence under the law applicable to you.

2.3. You are responsible for the details of your account, including your username and password, and for the means by which your account is accessed on this website. You shall promptly report any suspected unauthorized access to such information to us and take appropriate steps to prohibit or prevent unauthorized access to your account or funds.

2.4. You shall use the Game by yourself and shall not use it on behalf of any other person or company.

2.5. This game is for leisure or entertainment purposes and is for personal use only and shall not be used for professional purposes.

2.6. You shall not send funds from your account to another player's account, nor shall you receive funds from another player to your account.

2.7. You agree that all information notified to us by you, including but not limited to your address and e-mail address, shall be complete, true, and accurate as long as this Agreement is in effect, and if there is any change in such information, you shall immediately notify us or correct it yourself on the website.

2.8. You shall participate in a game only if you have sufficient funds to participate in your account.

2.9. Customers shall not spend any funds suspected of or related to illegal activities, and in particular shall not spend any funds obtained from illegal activities or illegal sources.

2.10. You are solely responsible for complying with all laws relating to winnings earned from Minspo and for reporting and accounting for any taxes or fees imposed on you.

2.11. With respect to the deposit of funds into your account, you shall use a credit card or other financial institution that is legally valid only for you.

2.12. You understand that you play the games we offer with the understanding that you risk losing any funds deposited into your account.

2.13. You shall not be a party to any fraudulent, conspiratorial, illegal or any other illegal activity in connection with your or any third party's participation in the Games, nor shall you participate in the Games by any software-assisted method or technique or by any hardware device. The Company hereby reserves the right to void any wager placed for such activity.

2.14. You shall use the Software only for your personal leisure use in accordance with the rules and terms of use specified by us and in compliance with all applicable laws, rules and regulations.

2.15. You shall treat other players using the Website and employees employed by Minspo in a courteous manner and shall avoid any rude or lewd behavior.

3. Account

3.1. In order for you to be able to play games in Minspo, you must first personally register with us and open an account ("Account").

3.2. You are allowed to open only one account and register it for personal use. If you attempt to open more than one account, all accounts for wagers you attempt to open will be blocked or closed and any wagers will be void.

3.3. You must provide all required information for registration, which must be true and accurate. It is your sole responsibility to ensure that the information you provide is true, complete, and accurate. You hereby agree that we have the right to perform authentication procedures and to block access to your account or close your account if we determine that you have provided false or misleading information. If any of the required information you have provided on the registration form changes, you must update that information to keep it current.

3.4. If you become aware that you have more than one account registered with us, you must notify us immediately. Failure to notify us may result in blocked access to your account.

3.5. As part of the registration process, you will be required to determine your own user name and password for logging into this website. It is your responsibility to ensure the security of your login information. You are prohibited from disclosing your login information to others. We shall not be liable for any unauthorized use or misuse of your account by any third party, whether intentional or accidental, active or passive, resulting from your disclosure of your login information to such third party.

3.6. You are not permitted to transfer funds from your account to another player or receive funds from another player to your account, nor are you permitted to transfer, sell and/or acquire an account.

3.7. Minspo shall have the right to refuse or close an account at its sole discretion, but any contractual obligations already created by Minspo shall be honored in each case, without prejudice to any rights applicable to Minspo.

3.8. Minspo prohibits collusion among players and does not permit participation in game play by robots or programmed devices.

3.9. If you wish to close your account, you may do so at any time by contacting Customer Support in writing. Account closure will be accompanied by termination of the Terms and Conditions. If the reason for account closure is related to possible gambling addiction, the player shall be notified of this.

3.10. If a player's account is closed, information related to that account will be stored for up to six years from the time of closure. This information includes the player's name, address, telephone number, email address, and account transaction details.

4. Deposit to your account

4.1. We may charge a fee for processing your deposit. You will be notified of this fee, if any, during the deposit process.

4.2. We shall specify the minimum and maximum deposit amounts as notified on our website.

4.3. Deposits to your account will be made by one of the methods described on the website, which may change from time to time. Details regarding the timing of withdrawals by the method used can be found on the relevant page of the website, which is also subject to change from time to time.

4.4 The amount of the deposit will be available after a reasonable period of time following confirmation of the deposit made by the deposit method, except where additional authorization procedures occur as described in 4.5.

4.5. We reserve the right to implement additional procedures or means of verifying your identity for the purpose of validating deposits to your account (Know Your Client).

4.6. Prize money shall be paid by the Sponsor and not by Minspo. If the Sponsor inadvertently transfers prize money that does not belong to you to your account, whether due to technical or human error or otherwise, that amount shall remain the property of the Sponsor and shall be transferred from your account. If you withdraw funds that do not belong to that client before the sponsor becomes aware of the error, the amount erroneously paid shall become a debt owed by you to the Sponsor, without prejudice to any action or suit valid by law. In the event of an erroneous transfer of funds, the customer shall immediately notify the Company by e-mail.

4.7. You shall use only valid credit cards or other financial means that legally belong to you.

4.9. Depositing funds obtained through illicit means is prohibited by law.

4.10. Minspo reserves the right to designate the currency that can be used to play games on the Site. Minspo also reserves the right to change the currency.

4.11. Minspo shall be entitled to additional procedures or means to verify your identity both before and after your deposit to your Member Account becomes effective.

4.12. Identification documents (e.g., ID card) must be color copies of documents written in either Japanese or English. In addition, the address on the address verification document must match the address registered on your account.

4.13. Deposits made to our site must be commensurate with game play. Therefore, we reserve the right, at our sole discretion, to cancel any or all deposits, withdraw any fees incurred in connection therewith, and close gaming accounts indefinitely in the event of suspected abuse. In such cases, we reserve the right to request and obtain copies of satisfactory proof of deposit and additional personal identification information before processing any refund request.

4.14. Minspo reserves the right to retain all counterfeit funds if it reasonably suspects a player is involved in fraudulent activity, including but not limited to the use of stolen or counterfeit credit card or account numbers. We also reserve the right to suspend accounts and ban players.

4.15. Deposit and withdrawal transactions at Minspo may be processed by an agent.

5. Withdrawals from your account

5.1 The available withdrawal methods are as specified on this website.

5.2. Withdrawals cannot be processed on this site. Please withdraw your winnings in the manner specified in the account into which your winnings were deposited.

5.3. All transactions shall be checked for the purpose of preventing money laundering. The Company shall report any suspicious transactions to the relevant authorities in Curaçao (Dutch territory). If a player becomes aware of any suspicious activity in connection with the games on the Website, the player shall report it immediately to the Company. The Company may suspend, block or close accounts and seize funds upon request for the purpose of preventing money laundering.

6. Dormant and inactive accounts

6.1. Inactive accounts are those that are not logged in for three months.

6.2. If your account becomes inactive, we will consider all funds in your account balance to have been abandoned and these funds will be removed and forfeited.

7. Anti-Money Laundering Policy

7.1. It is the policy of us to comply in all respects with the requirements of the Money Laundering Legislation by ensuring that we have policies and procedures to aid compliance.

The main scope of this policy is to establish the essential standards designed to prevent us from being used for money laundering and terrorism financing. This Anti-Money Laundering (AML) policy applies to the Company and all of its staff who provide services which might be used to conceal or disguise the true origins of criminally derived proceeds with the intention to make unlawful proceeds appear to have derived from legitimate origins or to constitute legitimate assets.

7.2. This Policy sets out the procedure which must be followed to enable the Company to comply with its legal obligations. To give effect to this AML policy, the Company is committed to:

1. Formulate and implement internal rules and develop procedures and systems to detect and monitor suspicious transactions and to report thereon to the relevant authorities;
2. Ensure sufficient resources are devoted to the training of staff increase their awareness and ability to deal with suspicious transactions and to keep them informed of new legislative developments and requirements;
3. Ensure commercial considerations never override the need to comply with the Regulations;
4. Create an environment where staff who report on suspicious transactions can do so confidentially and without fear of reprisal.

7.3. The Company will monitor for suspicious activity. If any such suspicious activity is detected, additional due diligence will be performed before proceeding with the transaction. If a reasonable explanation is not determined, the suspicious activity shall be reported to the MLRO. Suspicious Activity includes but is not limited to:

* 1. The player exhibits unusual concern regarding the terms and conditions of his/her player account, particularly with respect to his/her identity, or furnishes unusual or suspect identification or business documents.
  2. The customer has a questionable background or is the subject of news reports indicating possible criminal, civil, or regulatory violations;
  3. The player displays unusual activity such as large deposits and withdrawals, or deposits and immediate withdrawals;
  4. The player requests winnings to be deposited in another player’s account.

7.4. In accordance with Customer Due Diligence measures listed under Article 7 of the Prevention of Money Laundering and Funding Terrorism Regulations of 2003, it is the policy of this Company to undertake a risk assessment, and ensure that evidence of customer’s identity is obtained and retained as appropriate for all clients.

Due to the nature of the online gaming business, the Company conducts an enhanced due diligence process for all of its prospective customers.

The Company’s KYC procedures will require prospective customers to create a full profile at point of registration.

This evidence will be obtained before the customer can access the online games. In case that the customer is a Politically Exposed Person (PEP), the customer is considered as high risk and further due diligence procedures is performed at the Company’s discretion. In addition to completing the registration form, the Company may carry out additional verification procedures (such as an ID card or driving license) for any payout. If necessary, the Company will do a phone verification exercise, which will involve calling the number the user has stated and verify the information provided by the player.

Once all the information requested is obtained, the Company sends a confirmation email to the customer on the email inserted by the customer in the registration form. The player account may be blocked or closed if the requested information or documents, or if such information or documents supplied is/are found false or misleading. In addition, to the due diligence process performed at initial acceptance stage, the players are monitored on an on-going basis.

7.5. Internal control procedures have been designed to comply with the regulations. Internal controls take the form of manual controls implemented on a daily basis by Company’s Operations Team (and/or Payments Team) and computer/automated controls inherent within the gaming system software.

The gaming system has inbuilt internal control tools which based on the information inputted by the prospective customers can trigger red flags about suspicious activity to the Operations Team. Refer to some examples below:

* 1. Prevention of multiple accounts held by same user: Inbuilt system checks confirm whether the email provided by the prospective customer is unique in the customer database preventing the possibility of a player having multiple accounts. If a player tries to open more than one account, for whatever reason, the Company reserves the right to block or close any or all of the player’s accounts at its discretion;
  2. Detection of any underage registrations: Under age registrations are automatically not allowed by the system;
  3. No cash and no credit policy: Credit card deposits are accepted by the system only if the customer enters a valid credit card number with sufficient funds. A player can participate in any game only if the player has sufficient funds on his/her Member Account for such participation. It is the Company’s policy not to accept cash and not to give any credit whatsoever for participation in any game;
  4. Withdrawal is only allowed if the name of person requesting the withdrawal is the same name of person holding the account. Under no circumstances shall the Company affect a payout to a player in a name other than in the name of the player.

Internal controls are not entirely computer dependent. The Operations Team also has an important part in detecting and preventing money laundering.

7.6. The Company’s policy is that any knowledge or suspicion of money laundering activities must be immediately reported to the MLRO. On receipt of the report, the MLRO reviews the contents of internal reports, requests further information when required and then decides on the appropriate action to be taken. It also Company’s policy that each decision, in respect of each and every report received, needs to be recorded.

MLRO files a Suspicious Transaction Report (STR) if he suspects or has reasonable grounds to suspect that;

1. a transaction may be related to Money Laundering (ML) or Funding Terrorism (FT), or
2. a person may have been, is, or ,may be connected with ML/FT;
3. or ML/FT has been, is being, or may be committed or attempted.

The STR is drawn up by the MLRO as soon as reasonably practicable, but not later than 5 working days from when the suspicion first arose.

The Company strictly prohibits any tipping off by its personnel to players.

7.7. It is Company policy to maintain the following records;

* a copy of, or the references to, the evidence of the client’s identity obtained; and
* the supporting evidence and records in respect of the business relationships and occasional transactions which are the subject of customer due diligence;
* internal reports of MLRO and external reports made to the FIU;
* records of AML training provided to employees.

Records are maintained for a period of 6 years, beginning on the date on which the business relationship ends.

7.8. It is the policy of the Company to undertake a risk assessment for all clients and retain such assessment for a period of 6 years after we cease to act for the client.

8. Responsible Gaming

8.1. The Company is committed to doing everything possible to give its Customers an enjoyable gaming experience, whilst recognizing that gambling can cause problems for a minority of individuals. To ensure that you continue to enjoy safe and manageable play we fully support Responsible Gaming and have numerous measures in place to offer checks.  
  
8.2. We reserve the right, in our sole discretion, to close any branded account owned by us if we deem that you have a gambling addiction and that your continued use of our Services is harmful or disruptive to your health and livelihood.

8.3. Gaming can be both entertaining and profitable. But you can't always win. Losing is a part of the game and you have to be prepared for it. Therefore, you should play responsibly, and not risk money that you can't afford to lose. Gaming can also be addictive and make you lose perspective of time and money. We want all your gaming experiences to be as positive as possible, even if you lose. Therefore, we work hard to help you control your own gaming.

8.4. The following 10 questions can help you identify your degree of gambling risk.

1. Do you stay away from work or studying in order to gamble?
2. Do you gamble to escape from boredom or unhappiness?
3. When gambling and you run out of money, do you feel lost and in despair and feel the need to gamble again as soon as possible?
4. Do you gamble until all your money is lost?
5. Have you ever lied to cover up the amount of money or time you have spent gambling?
6. Have you ever lied, borrowed or stolen to maintain betting habits?
7. Are you reluctant to spend gambling money on anything else?
8. Have you lost interest in your family, friends or hobbies?
9. After losing, do you feel you must try and win back your losses as soon as possible?
10. Have you felt you might have a problem with gambling?

If the majority of the answers are 'yes', it may be a sign of gambling problem. We recommend that you:

* Gamble as a form of leisure
* Avoid chasing losses
* Gamble only within your means
* Keep track of the time and amount of money spent

8.5. We offer you the option of deactivating your account for a specified time period (self-exclusion). The deactivation is effective immediately and is not reversible. Your account will be deactivated for the selected time period regardless of whether you change your mind during the time the account is deactivated. Please send an email to our customer support team stating your preferred self-exclusion period and your personal details.

8.6. If you, as an adult, share your computer with under-aged persons, you should make sure you prevent access to usernames, passwords, and banking-details. There is also software you can use for this purpose.

8.7. It is illegal for anyone under the age of 18 to open an account and/or to gamble with us. The Company reserves the right to request proof of age from any customer and may suspend an account until adequate verification is received.

9. Privacy Policy

9.1. Please be aware that we collect and use your personal information. Please review our Privacy Policy for information on how we treat your personal information in compliance with data protection laws.

10. Special circumstances and game cancellations

10.1. We reserve the right to cancel play in the event of unforeseen technical problems or technical problems caused by third parties or other circumstances beyond our control.

10.2. The Company reserves the right to limit, cancel or refuse play if the Company believes that deposits are too large or that a player's wagering pattern is being conducted in a manner that abuses the system.

10.3. If a game becomes stalled without completion, the Company reserves the right to terminate the play on its normal basis and refund the points spent to the player's account.

10.4. If a bonus promotion is in error, we reserve the right to change the player's balance and account details to correct the error.

10.5. If a game has a bug or error that results in improper operation or payment, we reserve the right to remove the game and change the player's balance and account details to correct the error.

10.6. The Company shall not be responsible for any downtime, server failure, delay, or any technical or political disruption to the game. Refunds shall be made at Management's sole discretion.

10.7. We shall not be liable for any damages or losses arising out of or in any way connected with the website or its contents, including, without limitation, delays or disturbances in operation or data transmission, loss or corruption of data, communication or connection failures, misuse of the site or its contents, or errors or omissions in its contents.

10.8. We reserve the right to remove any game from this website at any time we deem appropriate.

11. Complaint

11.1. You may make a complaint related to our services by contacting Customer Service in accordance with the procedures described on this website.

11.2. The support department will handle the complaint, and if the support staff cannot resolve the issue immediately, it will be handled within our organization. The Player shall be informed of the status of the complaint at a reasonable level.

11.3. If you are not satisfied with our resolution, you may report the complaint to the Curacao Gaming Commission. For more detailed information, please click on the license logo at the bottom of the site.

12. Limitation of Liability

12.1. You use this website and participate in the games at your own risk. this website and the games are provided without any express or implied warranty.

12.2. Without prejudice to the generality of the preceding paragraph, the Company, its officers, employees and partners

12.2.1. No warranty is made that the Software, the Game, or the Website are fit for purpose; and

12.2.2. No warranty is given that the Software, the Game and the Website are error-free; and

12.2.3. No warranty is given that the Software, the Game and the Website will be accessible without interference; and

12.2.4. shall not be liable for any loss, expense or damage, whether direct, indirect, special, consequential, incidental or otherwise, arising out of or in connection with the use of this website or participation in any game.

12.3. You understand that in the event of a malfunction in any game or its interactions, any wagers made during such malfunction will be void. Any funds obtained from the malfunctioning game shall be considered void regardless of what type of game the funds were used for, including subsequent games played with such funds.

12.4. You hereby agree to protect and hold us, our officers, employees, partners and service providers harmless from and against any costs, expenses, losses, damages, claims and liabilities arising in connection with your use of this Website or participation in the Games.

12.5. To the extent permitted by law, the maximum liability arising in connection with your use of this website, regardless of the cause of action (whether in contract, tort, or breach of warranty), shall not exceed us$100.

13. Violations, Penalties and Termination

13.1. If you violate any of the terms of these Terms and Conditions, or if we have reasonable grounds to suspect that you have violated them, we shall have the right not to open, suspend or close your account and shall not refund any deposits or remit any balance or winnings on your account.

13.2. We may suspend or terminate your account, or cancel any game play, at our discretion, if we suspect that you are using this website for illegal and/or fraudulent activities, or are violating these rules, or are having problems with creditors, or are otherwise harming our business.

13.3. You understand that Minspo is the final arbiter as to whether or not you will be suspended from participating in the Site or barred from the Site for violating these Rules.

13.4. If we determine, at our discretion, that there is fraud or suspected fraud, we may close your account, refuse to refund your deposit, or forfeit your entire balance.

14. Separability of Contracts

14.1. If any provision of these Terms of Use is held to be illegal or invalid, that provision shall be severed from these Terms of Use and all other provisions shall remain in full force and effect without prejudice to such severance.

15. Assignment

15.1. We shall have the right to lawfully assign this Agreement. You shall have no right to assign this Agreement.

16. Complete agreement

16.1. These Terms of Use constitute the entire agreement between you and us with respect to this Web site and supersede all prior electronic, oral or written communications and proposals between you and us with respect to this Web site.

17. Applicable Law and Jurisdiction

17.1. These Terms of Use shall be governed by the laws of Curaçao (Netherlands).

17.2. The parties hereby submit to the exclusive jurisdiction of the Courts of Curaçao (Netherlands) for any dispute, controversy and claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof.

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