#### Terms and Conditions

#### 1. General

- 1.1. These terms and conditions ("Terms and Conditions") apply to the usage of games provided through XON.BET ("the Website"), as may be specified from time to time.
- 1.2. XON.BET is operated by Beriston Limited, a company registered in the Republic of Cyprus, with its principal place of business at: Prodromou ave 75, ONEWORLD PARKVIEW HOUSE, 3rd floor, Flat/Office 304, 2063, Nicosia, Cyprus; Registration number: HE 385830. All gambling services are licensed by Inextro B.V., Address: Korporaalweg 10, Willemstad, Curaçao, Registration number: 146616, which is a parent company of Beriston Limited. Inextro B.V. has an application (OGL/2024/1056/0702) for a gaming license in progress with Curacao Gaming Control Board and while the application is in progress, Inextro B.V. is permitted to continue its operations under the Certificate of Operation. The terms "us", "our", "we" and "the Company" refer to Beriston Limited, unless specifically stated otherwise.
- 1.3. These Terms and Conditions come into force as soon as you tick the box for acceptance during the registration process. By checking this box, you signify to us that you have read these Terms and Conditions and accept them. By using any of the Websites you signify that you agree with these Terms and Conditions.
- 1.4. You must read these Terms and Conditions carefully in their entirety before ticking the box for acceptance. If you do not agree with any provision of these Terms and Conditions, you must not use or continue to use the Websites.
- 1.5. You fully understand and agree to be bound by the Terms and Conditions contained herein, as may be amended by us from time to time.
- 1.6. Whenever we amend these Terms and Conditions in a way that would limit your current rights or otherwise may be to your detriment. If you do not agree to the updated Terms and Conditions, you must stop using the Websites.
- 1.7. These Terms and Conditions may be published in several languages for information purposes and ease of access by players. It is only the English version that is the legal basis of the relationship between you and us and in case of any discrepancy between a non-English version and the English version of these Terms and Conditions, the English version shall prevail.

### 2. Your Obligations as a Player

- 2.1. You hereby declare and warrant that:
- 2.1.1. you are over 18 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence and are, under the laws applicable to you, legally allowed to participate in the Games offered on the Websites;
- 2.1.2. you participate in the Games strictly in your personal non-professional capacity for recreational and entertainment purposes only;
- 2.1.3. you participate in the Games on your own behalf and not on the behalf of any other person;
- 2.1.4. You are not allowed to play on real money if you are a resident of one of the following countries: Afghanistan, Algeria, Angola, Anguilla, Antigua, Australia, Antigua and Barbuda, Antilles, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belize, Benin, Bermuda, Bhutan, Botswana, British Indian Ocean Territory, British Virgin Islands, Brunei Darussalam, Bulgaria, Burkina Faso, Burma, Burundi, Cambodia, Cape Verde, Cayman Islands, Central African Republic, Chad, China, Christmas Island, Cocos Islands, Comoros, Cook Islands, Costa Rica, Cote D' Ivoire, Cuba, Cyprus, Czech Republic,

Democratic Republic of Congo, Diibouti, Dominica, Dominican Republic, East Timor, Egypt, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Falkland Islands (Malvinas), Faroe Islands, Fiji, France, French Guiana, French Polynesia, Gabon, Gambia, Georgia, Ghana, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guinea, Guinea-Bissau, Haiti, Honduras, Hong Kong, Indonesia, Iran, Iraq, Israel, Jamaica, Jordan, Kahnawake, Kazakhstan, Kiribati, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Lithuania, Macau, Madagascar, Malawi, Malaysia, Maldives, Mali, Malta, Marshall Islands, Martinique, Mauritania, Mauritius, Mayotte, Micronesia, Moldova, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nauru, Nepal, Netherlands, Netherlands Antilles (Saba, Sint Eustatius, Sint Maarten, Aruba, Bonaire, Curação), New Caledonia, Nicaragua, Niger, Niue, Norfolk Island, Democratic People's Republic of Korea (North Korea), Oman, Pakistan, Palau, Palestine, Panama, Papua New Guinea, Puerto Rico, Qatar, Republic of Serbia, Reunion, Russian Federation, Rwanda, Saint Kitts and Nevi, Saint Lucia, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, Samoa, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, Singapore, Slovenia, Solomon Islands, Somalia, South Africa, South Korea, South Sudan, Spain, Sri Lanka, St. Helena, Sudan, Swaziland, Syria, Taiwan, Tajikistan, Tanzania, Thailand, Togo, Tokelau, Tonga, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Turks and Caicos Islands, Tuvalu, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States, Uzbekistan, Vanuatu, Vatican City, Virgin Islands, Wallis and Futuna Islands, Western Sahara, Yemen, Zimbabwe.

- 2.1.5. all information and documents that you provide to us during the term of validity of this agreement are true, complete, valid, correct, and that you shall immediately notify us of any change of such information and/or documents;
- 2.1.6. you are solely responsible for reporting and accounting for any taxes applicable to you under relevant laws for any winnings that you receive from us;
- 2.1.7. money that you deposit into your Member Account is not tainted with any illegality and, in particular, does not originate from any illegal activity or source;
- 2.1.8. you understand that by participating in the Games you take the risk of losing money deposited into your Member Account;
- 2.1.9. you shall not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to your or third parties' participation in any of the Games and shall not use any software-assisted methods or techniques or hardware devices for your participation in any of the Games. We hereby reserve the right to invalidate any betting in the event of such behaviour and close your account;
- 2.1.10. in relation to deposits and withdrawals of funds into and from your Member Account, you shall only use such credit cards and other financial instruments that are valid and lawfully belong to you.
- 2.1.11. You shall independently make sure the bank you are cooperating with accepts Original Credit Transactions for VISA payment cards.
- 2.1.12. You are not presently struggling with compulsive or pathological gambling behavior that may constitute a gambling addiction or disorder. You understand the potential risks and negative consequences associated with excessive gambling, and you affirm that you currently have the self-control and financial ability to gamble recreationally and responsibly without it becoming problematic or detrimental to your well-being.
- 2.2. The computer software, the computer graphics, the Websites and the user interface that we make available to you is protected by copyright laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms and conditions we have established and in accordance with all applicable laws, rules and regulations.
- 2.3. Games played on the Websites should be played in the same manner as games played in any other setting. This means that players should be courteous to each other and avoid rude or obscene comments.
- 2.4. The Company reserves the right to terminate and/or, change any games or events being offered on the Website, and to refuse and/or limit bets.

- 2.5. Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction.
- 2.6. Cardholder's responsibility to know the laws concerning online gambling in his or her country of domicile.
- 2.7. Participation of minors in offered on this website activities is prohibited.

#### 3. Your Member Account

- 3.1. Registration and opening of your member account:
- 3.1.1. In order for you to be able to place bets using any of the Websites, you must first register personally with us and open an account ("Member Account").
- 3.1.2. You are allowed to have only one Member Account. If you attempt to open more than one Member Account, any or all of such accounts be blocked or closed and any bets or winnings from your closed or blocked account will be voided at our discretion.
- 3.1.3. You must enter all mandatory information requested into your registration form, in particular, your identity, your address and contact details, including a valid e-mail address, your place of residence, phone number, date of birth, relevant payment information; all of which must be true and correct. You are not permitted to use PO Box address as your place of residence. It is your sole responsibility to ensure that the information you provide is true, complete and correct. You are hereby notified that we carry out verification procedures and that your Member Account may be blocked for access or closed if you are found to supply false or misleading information and/or documents.
- 3.1.4. If you notice that you have more than one registered Member Account you must notify us immediately. Failure to do so may lead to your Member Account being blocked for access.
- 3.1.5. As part of the registration process, you will have to choose your username and password for your login into the Website(s). It is your sole and exclusive responsibility to ensure that your login details are kept securely. You must not disclose your login details to anyone. We are not responsible for any abuse or misuse of your Member Account by third parties due to your disclosure, whether intentional or accidental, whether active or passive, of your login details to any third party. We will not be liable for any loss you suffer as a result of your mobile device not being properly protected or stolen. You agree to notify us immediately if any of your hardware devices (PC, smartphone, tablet, laptop, etc.) with access to your Member Account are lost or stolen. When such notification has been given, we will block the use of your Member Account until further notice.
- 3.1.6. You are not allowed to transfer funds from your Account to other players or to receive money from other players into your Account, or to transfer, sell and/or acquire, user accounts.
- 3.1.7. We reserve the right to refuse or close a Member Account at our sole discretion.
- 3.1.8 We reserve the right to declare a wager void, partially or in full, if we, at our own discretion, deems it obvious that there was an error, mistake, misprint or technical error on the pay-table, odds or software.
- 3.1.9. We reserve the right to verify the payment cards of users by card authorization in amount of 1 EUR (or your currency equivalent) for a term of one-three business days. Thereafter, abovementioned amount will return to account of cardholder.
- 3.1.10. We reserve the right to cancel the winnings and suspend the game account if the player cannot provide the Company with documents to verify his identity upon the request of The Company.
- 3.2. Deposits into your Member Account
- 3.2.1. If you would like to open another account, please contact our Customer Support. In case of opening another account the previous one will be closed. If you want to close your existing Member Account please contact our Customer Support. Otherwise keep your account details up-to-date.

- 3.2.2. We may charge assigned fees for processing deposits depending on the selected method. From time to time, we will assign minimum deposit levels and maximum deposit levels as specified on the Websites.
- 3.2.3. To deposit funds into your Member Account, you can use any of the methods specified on the relevant pages of the Websites, as may be amended from time to time, depending on the selected method. Details in respect to the timings for withdrawals in respect to the method utilized are available on the relevant pages of the Websites, as may be amended from time to time.
- 3.2.4. We reserve the right to use additional procedures and means to verify your identity (please see below the list of requested documents, as example) when effecting deposits into your Member Account.

Non-exhaustible list of required documents:

- valid ID (Driver License, Passport or National identity card);
- Utility Bill full name, address and date should be fully visible and showing proof of residence; Utility Bill municipality bill for utility services such as gas, electricity, water, sewerage etc.
- Debit/Credit Cards a photo of the front and back;
- Bank Statement internet bank screenshot of a suitable page;
- E-Wallet: If you deposit or withdraw to a e-wallet such as Skrill or Neteller, to verify this the operator can request mainly a screenshot of your "profile", showing your User ID/registered email and name. The operator could request a screenshot of a specific transaction from this method as well.
- 3.2.5. Once the transaction has been made, the money will be drawn from your account and assigned credit card instantly.
- 3.2.6. You acknowledge and agree that neither payment providers, who provides exclusively payment processing services for the products and services which services are provided on the Website, nor their affiliates or brands, have made or will make any warranty nor representation as to the goods and/or services provided by us and the same shall not be liable whether in contract, tort (including negligence), for breach of statutory duty, or otherwise for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising out of, or in connection with the products and/or services we provide to you. Our business relation with such payment providers is exclusively related to the payment processing.

#### 3.3. Withdrawals

- 3.3.1. Withdrawals will be made to your bank account or other withdrawal methods available from 'the Website'. We may charge assigned fees for processing such withdrawals. We will credit you back using the same method as you have previously deposited with, when possible. Please, note that withdrawal payments may only be made in the name of and to the registered holder of Member Account. We reserve the right to cancel withdrawals either to enforce a closed loop or to force the Player to withdraw to a particular withdrawal method.
- 3.3.2. If we mistakenly credit your Member Account with winnings that do not belong to you, whether due to a technical, error in the pay-tables, or human error or otherwise, the amount will remain property of us and the amount will be deducted from your Member Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.
- 3.3.3. The payment manager may carry out additional verification procedures for any cumulative withdrawals exceeding 2000 EUR (or your currency equivalent), and further reserves the right to carry out such verification procedures in case of lower payouts. Documents for verification including but not limited to all below-mentioned documents should be provided in good quality only and within 14 days since request:
- the list of documents specified in Section 3.2.4;

-any other documents that we consider necessary in order to complete our checks;

-if you do not or cannot provide us with such information or such information is not satisfactory, we may lock or restrict your Member Account until you have provided us with such information, and if we do not receive the required information, or we are otherwise unable to verify your identity, we may terminate these Terms, close your Member Account and may return to you on request any Deposit funds in your account at the time we placed a lock or restriction on your Member Account, plus any funds deposited after the lock was placed on your Member Account, subject to these Terms and except where it is necessary for us to delay or withhold the payment to you of all or some of your Deposit funds to comply with our legal and regulatory obligations including our anti-money laundering and fraud prevention obligations.

Account Holders who wish to recover funds held in a closed, locked or excluded account, are advised to contact Customer Support.

- 3.3.4. All transactions shall be checked in order to prevent money laundering. The Company shall report any suspicious transaction to the relevant competent authorities. If the Member becomes aware of any suspicious activity relating to any of the Games of the Website, he must report this to the Company immediately. We may suspend, block or close a Member Account and withhold funds if requested to do so in accordance with the Anti-Money Laundering Legislation. Enhanced due diligence may be done in respect of withdrawals of funds not used for wagering.
- 3.3.5. Each player's deposit must be wagered twice before account money could be withdrawn without fees. It means that player must make bets for amount of not less than deposit amount multiplied by two. If a player requests a withdrawal before deposit wagering requirements have been met, withdrawable money will suffer 10% fee.
- 3.3.6. Once a withdrawal is requested, it will remain pending for between 0-48h. All the withdrawals are being processed on a daily basis including weekends and bank holidays. However, please mind that depending on the payment method to which you are withdrawing, the funds may take few days to arrive. Details in respect to the timings for withdrawals in respect to the method utilized are available on the relevant pages of the Websites, as may be amended from time to time.
- 3.3.7. For every your request and/or complaint respecting to any withdrawals and/or compensations, there is a limited period, within which such request and/or complaint should be sent to us. The limitation period is 14 calendar days.
- 3.3.8. The withdrawal can be divided into parts/chunks. Chunk is the maximum amount per one transaction that the payment provider can process at once. The amount of one chunk can be changed by the provider. The provider may charge a fee for each chunk.
- 3.4. Inactive and Dormant Member Accounts
- 3.4.1. Inactive Account is a Member Account which has not recorded any log in or log out for a period exceeding twelve (12) consecutive months. If your Member Account is deemed to be inactive, the Operator reserves the right to charge a monthly administrative fee of 5 EUR or the equivalent in another currency (or the current balance of your Member Account, if less) as long as the balance of your Member Account remains positive. You authorize the Operator to debit this fee from your Member Account on the beginning of the month following the day on which your Member Account is deemed inactive, and on the beginning of every subsequent month that your Member Account remains inactive. The Operator will stop deducting the fee if the account balance is zero or if the account is re-activated.
- 3.5. Please be advised that our products are consumed instantly when playing. Thus, we cannot provide returns of goods, refunds or cancellation of your service when playing. If you play a game with real money, the money will be drawn from your player account instantly.
- 3.6. If you win 50,000 EUR (or your currency equivalent) and more, we reserve the right to divide the payout into ten instalments, paid with 10 percent every month for 10 months until the full amount is paid out.

- 3.6.1. Maximum withdrawal amount processed to any given player is 5 000 EUR (or currency equivalent) per week and 15 000 EUR (or currency equivalent) per month since the last withdrawal, unless otherwise stated.
- 3.7. Your gaming and transaction history is available to you in your Member Account.
- 3.8. You will not get any interest on outstanding amounts and you shall not treat the Company as a financial institution.
- 3.9. Closing of Member Accounts
- 3.9.1. If you wish to close your member account, you may do so at any time, by contacting customer support in written form. The effective closure of the Account will correspond to the termination of the Terms and Conditions. In case the reason behind the closure of the Account is related to concerns about possible gambling addiction the Member shall indicate it.
- 3.9.2. We reserve the right to cease the relationships and block or close your account at our sole discretion due to Responsible Gambling concerns.

# 4. Responsible Gaming

4.1. You may at your discretion choose to exclude yourself from playing any Games on our Website. In order to block your access to the Games and exclude yourself, you need to send an email to your local customer support at the address provided on https://xon.bet indicating the following particulars "I want to be excluded from XON.BET". Please be advised that gambling limits are only available for casino players. This feature does not apply to sports betting.

#### 5. Data Protection

5.1. We only gather information which is necessary for our operation and we protect it with up-to-date security measures. To understand which personal data we process and how we use your personal data, you can read our Privacy Notice.

#### 6. Complaints

- 6.1. If you have a complaint to make regarding our services, you may email your local customer service at the email address provided on the Website
- 6.2. We will use best efforts to resolve a reported matter promptly.

#### 7. Bonus terms and conditions

- 7.1. Please, be noted that all offers are limited to one per user, IP address, computer device, family, residential address, telephone number, credit or debit card and/or e-payment account, e-mail address, and environments where computers are shared (university, school, public library, workplace, etc.).
- 7.2. All promotions are intended for recreational players only and we may at our sole discretion limit the eligibility of players to participate in any promotion.
- 7.3. Individual promotions may have additional terms and conditions which will override or contribute to the terms and conditions here stated. Please check carefully all terms and conditions associated with a bonus before taking part. Should the terms and conditions of the individual promotions conflict with the Bonus Terms and Conditions, the individual promotions terms shall apply.

- 7.4. If you are eligible for a bonus, that is for example a login bonus of 3 EUR or a deposit bonus of 100% up to a certain amount, wagering requirements will apply before you are eligible to make any cash-outs of the bonus. The wagering requirements, which can vary, will be displayed when receiving the bonus. If you would like to request a withdrawal before the wagering requirements are fulfilled, we will deduct the whole bonus amount before approving any withdrawal.
- 7.5 If not otherwise stated, when playing with match bonuses, bonus amount must be turned over (wagered) 40 times before bonus funds or associated winnings can be withdrawn.
- 7.6. After activating bonus spins with a deposit, the Player can play a certain slot for free with the same probability of winning, as if the Player was betting real money. After complying with the terms of the promotion, bonus spins will be given in the specified game. To start bonus spins, just log into your Member Account and open the specified slot, the game with bonus spins will start automatically.
- 7.7. Winnings from bonus spins are granted as bonus money (the size of the wager can vary depending on the promotion and will be specified in the description). Please note, when you wager winnings from bonus spins, first you bet money you deposited and then money you won. Bonus spins have a certain duration period, it will be specified in the description of the promotion. Winnings from bonus spins should also be wagered till the specified date.
- 7.7.1. On the website, there are two balances: real and bonus. The real balance is for the player's deposit funds, which can be withdrawn at any time if the deposit has been wagered twice (deposit turnover is mandatory). The bonus balance consists of received bonuses, which require wagering according to the bonus terms. When a player has both active balances, bets are deducted first from the real balance, and any winnings from such bets are credited to the bonus balance (without increasing the wagering amount). Wagering of both the real and bonus balances only occurs when bets are placed using these balances.
- 7.8. Unless otherwise stated any Free Spins expire within 7 days if they wasn't played.
- 7.8.1. Bonus spins can be given for one-time use, as well as for a couple of days. If spins are granted for 2 or more days, they will be credited to the player's account during successive days in equal parts. Spins, that were not used on the previous day, are automatically abrogated before the next part is credited. This rule applies to all the promotions, where spins are credited for 2 or more days.
- 7.9. The maximum winnings/profit from No-Deposit Free Spins, all No-Deposit bonuses and all additional bonuses to Achievements allowed for withdrawal, is limited to €50 or currency equivalent unless stated otherwise. We reserve the right to reduce your balance to an amount exceeding the aforementioned €50 winning limit from No-Deposit Free Spins and bonuses. This reduction may occur immediately after a win or upon your request for withdrawal of the corresponding winnings. In order to withdraw winnings from the free bonus, you need to make 1 successful deposit.
- 7.10. Most games count towards the wagering requirements, but not all.
- 7.10.1. Bets placed on the following slots will contribute 70% towards the playthrough requirements: Jungle Spirit: Call of the Wild, Secret Of The Stones, Golden Lotus, Lucky Little Devil, Dead or Alive, Devils Delight, Simsalabim, Zombies, Starmania, The Wish Master, Eggomatic, Jack Hammer 2, Jack Hammer, Demolition Squad, Golden, Shaolin Fortunes, Aztec Temple, Wild Girls, Panda Panda, Cash Camel, Magic Mirror Deluxe 2, Immortal Romance, Mega Moolah, Scrooge, Terminator 2, Baron Samedi, Barber Shop Uncut, Hawaiian Dream, Hawaiian Dream Xmas.
- 7.10.2. Bets placed on the following slots have a 50% contribution to the play through requirement: Book Of Magic, Great Book of Magic, Blood Suckers, Big Bad Wolf, Kings of Chicago, Lucky Wizard, Jackpot 6000, Reel Rush, Castle Builder, Dead or Alive 2, Robin Hood: Shifting Riches, Castle Builder 2, Stardust, Tower Quest, Pearls of India, Dr Fortuno, 1429 Uncharted Seas, Dragons of the North Deluxe.
- 7.10.3. Wagering at Video Poker, Live roulette, Live Black Jack count 10% in the wagering requirements. In any other Table Games wagering requirements cannot be fulfilled.
- 7.10.4. Bets that were made in games by the link do not count in deposit wagering.

- 7.11. We reserve the right to impose, at our own discretion, geographical limitations to individual bonus schemes. Local wagering requirements may be applied. Bonuses/Freespins at XON.BET can only be received once per household. Risk-free bets on any games do not qualify for our wagering requirements.
- 7.12. If not otherwise specified, the maximum bet allowed when using bonus money at XON.BET is X euro (€5) per spin or X cents (€0.5) per bet line or the currency equivalent of the territory in which you are resident. These conditions apply until such time as the wagering requirements have been met. XON.BET reserves the right to void bets and winnings resulting from bets of bigger amounts. XON.BET reserves the right to void bets of bigger amounts and winnings resulting from such bets.
- 7.13. Bonuses offered by XON.BET are intended for genuine recreational players only. Abuse of any bonus offer will not be tolerated. XON.BET reserves the right to investigate, cancel, suspend or lock any account if bonus abuse is suspected. At our discretion, all bonuses and subsequent gaming activity may be revoked and voided, and deposits returned.

Bonus abuse mentioned above, may include, but are not limited to, these:

- Delaying game rounds in any game, including free spins and bonus features, to a later time when you have no wagering requirements.
- Leaving large bets on the table, for example in blackjack, and returning to the game after bonus wagering has been completed.
- Playing games with bonus money to build up in-game value, lose the bonus funds, and then cash out on the built-up value during real-money play, Using strategies that take advantage of any software bug or failure.
- Working in a syndicate with other players to abuse promotions, deliberately cheating or other unfair behavior;
- Using multiple accounts to claim a bonus or a free spin offer more than once;
- Taking advantage of any software or system bug, loophole, fault, error or failure including, but not limited to, in respect to any game;
- You or people associated with you may directly or indirectly influence the outcome of an event, to obtain an unlawful advantage, including using scam tactics or strategies;
- If wagers have been offered, placed and/or accepted due to an error, such as a mistake, misprint, technical error, force majeure or otherwise;
- Winnings from "free spin" or "bonus" features initiated with bonus funds but completed after the bonus has been wagered, lost or forfeited will be removed.
- An attempt to turnover Casino bonus or use of bonus spins whilst Real Money is locked in pending Sportsbook bets.
- 7.14. Please be noted, that bonus stacking (where multiple deposits are made to claim multiple bonuses before original bonus wagering requirements are met) is prohibited at XON.BET. Only one bonus can be claimed at one time. Deposit-related bonuses cannot be "stacked". If we discover that bonus stacking was made, all bonuses and related winnings may be voided.
- 7.15. XON.BET reserves the right to void any bonuses and/or winnings obtained by breaking the Bonus Terms and Conditions or any other fraudulent behavior.
- 7.16. Please be noted that you are not able to play for bonus funds in the following games: 5 Families by Red Tiger Gaming, 11 Champions by Microgaming, Age of Conquest by Microgaming, Solar King by Playson, The Golden Age by Netent, Magic of Sahara by Microgaming, Zombie Hoard by Microgaming, Tower quest by Play'nGo, Scrooge by Microgaming, Cool Buck by Microgaming, Solar Queen by Playson, Castle Builder 2 by Microgaming, Pearls of India by Play'nGo, Solar Temple by Playson, Le Kaffee Bar by Microgaming, Beautiful Bones by Microgaming, Bronco Spirit™ by Pragmatic Play, Golden Beauty™ by Pragmatic Play,

Eye of the Kraken by Play'nGo, Princess of Pearls by Amatic, Wilderland™ by NetEnt, 888 Dragons™ by Pragmatic Play.

- 7.17. Betting on sports events or any other events, including e-sports, politics, etc is possible only with a real money balance.
- 7.18. Sports betting bonuses can only be claimed if the bets were made on the unique sports events. For instance, to get 2 sports betting bonuses you need to place bets on two different sports events. This also applies to the bonuses with the requirement to make two or more bets. In this way, always choose different events to get different sports betting bonuses. As soon as a sports betting bonus is claimed for the bets made on a certain event, any other sports bonus can be used for the bets made on the same event.
- 7.19. Sports Bonus Money
- 7.19.1. A bonus is a deal between Xon.bet and the bettor. Xon Bet provides funds, and the user undertakes to wager a certain amount on sports betting before qualifying for a withdrawal.
- 7.19.2. Bonuses may contain special terms and conditions, so we strongly recommend reading them before activating any bonus.
- 7.19.3. Only one person using a particular IP address can use bonuses.
- 7.19.4. Only one bonus can be active in a game account. Bonuses cannot be summed up. Bonuses are applied alternately: each next becomes available after the previous one is wagered or cancelled.
- 7.19.5. The minimum deposit amount for participation in the bonus program depends on the terms and conditions of the chosen bonus.
- 7.19.7. The bonus and winnings from it will be lost after the expiration date. The validity period of the bonus is determined by the terms and conditions of each specific bonus program.
- 7.19.8. Any violation of the bonus program rules can lead to the cancellation of the bonus and account closure.
- 7.19.9. Xon Bet has the right to change the terms of the bonus policy, and suspend or cancel it at any time.
- 7.20. Bonus wagering
- 7.20.1. While the bonus is active, the player has the right to make bets using funds from the real and bonus accounts.
- 7.20.2. If the user has funds in the real account and the bonus account, the real money will be bet in the first place, and only after that, the bonus money will be used. For example, you have 10 euros on your real balance and 10 euros on your bonus balance. In the case of betting 15 euros, 10 euros will be deducted from the real balance, and 5 euros from the bonus balance.
- 7.20.3. The bonus can only be wagered by making single bets and only at odds of 1.80 or higher.
- 7.20.4. The deposit bonus wagering requirements depend on the terms and conditions of the chosen bonus.
- 7.20.5 The wager is debited only after the bet is calculated and not at the time of its completion.
- 7.20.6. If the event outcome is calculated as a refund, the money for the bet will be returned to the user's balance, and the amount of such bet will not be considered in the wagering requirements.
- 7.20.7. A wagered bonus is transferred to the main balance. It is calculated according to the following principle: the amount of the wagered bonus, but not more than the maximum amount of winnings set for a particular bonus, plus the winnings from the real balance if the user had any.
- 7.20.8. Sports betting bonuses and casino bonuses are not related. The user can receive and wager them at the same time.
- 7.20.9. The user cannot place a bet on the same event from the real and the bonus balance.

7.20.10. With an active bonus in the casino, the odds of a sports bet from the real balance must be 1.50 or higher.

### 8. Miscarried and aborted games

- 8.1. The Company is not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. Refunds may be given solely at the discretion of the management.
- 8.2. The Company shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with website or its content; including without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the site or its content or any errors or omissions in content.
- 8.3. In the event of a Casino system malfunction all wagers are void.
- 8.4. In the event a game is started but miscarries because of a failure of the system, the Company shall refund the amount wagered in the game to the User by crediting it to the User's Account or, if the account no longer exists, by paying it to the User in an approved manner; and if the User has an accrued credit at the time the game miscarried, credit to the User's Account the monetary value of the credit or, if the account no longer exists, pay it to the User in an approved manner.

### 9. Anti-money Laundering Procedures

- 9.1. No person shall abuse this Website for the purpose of money laundering. We may employ best-practice anti-money laundering (AML) procedures. We reserve the right to refuse to do business with, to discontinue to do business with, and to reverse the transactions of, Players who do not accept or conform to the following AML requirements and policies:
- 9.1.1. Winnings will only be paid to the individual who initially registered to open a live account and specifically only to the originating credit card or account on file;
- 9.1.2. Only one account is allowed per person. No winnings may be collected on accounts opened in false names or on multiple accounts opened by the same person;
- 9.1.3. We may, from time to time, at our sole discretion, require a player to provide additional proof of identity (KYC documentation) such as notarised copy of passport or other means of identity verification as it deems required under the circumstances and may at its sole discretion suspend an account until such proof has been provided to its satisfaction;
- 9.1.4. All transactions are checked to prevent money laundering. To withdraw funds from your Member Account you must request the withdrawal back to the same payment method used for deposit. If the deposit method used does not allow withdrawals, we reserve the right, at all times, to make the final decision on the choice of withdrawal method. We are entitled to perform additional due diligence when any change of the payment information is requested.
- 9.1.5. If the Payer does not respect these rules and regulations then We may suspend the player's account pending investigation.
- 9.2. Any suspicious or fraudulent transactions will be immediately reported to the relevant authorities.
- 9.3. We reserve the right, in our unfettered discretion, to void any winnings, confiscate any balance in an account and restrict use of the Websites if we receive a chargeback or returns via a deposit mechanism used on your member account. 9.4. The Company reserves the right to terminate an account, ban a player and retain all funds where that player is reasonably suspected of engaging in fraudulent activities which include, but are not limited to, use of stolen or falsified credit cards or account numbers, forgery, and submission of data or documents which are forged, stolen or otherwise misappropriated.

9.5. If, in our sole determination, we have evidence that an account, or group of accounts, are being operated systematically (for example, wagering as a group), or multiple accounts have been opened in order to receive bonuses or other promotional offers, or an account has been opened, has been funded (directly or indirectly) or is being operated by a third party, or any other prohibited activity as defined above has taken place, we have the right to block or terminate all accounts and shall be under no obligation to payout any funds that may be in the account(s), or refund any deposits made on the account.

## 10. Limitation of Liability

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

## 11. Chat Facility Rules

- 11.1. As part of your use of its Website, we provide you with the facility of live Chat, as an option to communicate with Customer support for any relevant issue. Live chat is moderated by us and is subject to the following rules:
- 11.2. All conversations are recorded and will be kept for a reasonable period. Your use of the chat facility should be for purposes relating strictly to our services and any relevant issues you might be having in relation to these services.
- 11.3. Abusive or Offensive language will not be accepted. In addition, you are not entitled to make untrue and/or malicious and/or damaging comments with regard to our operation in any media or forum.

### 12. Breaches, Penalties and Termination

12.1. If you breach any provision of these Terms and Conditions or we have a reasonable ground to suspect that you have breached them, we reserve the right to not open, to suspend, or to close your Member

Account, or withhold payment of your winnings and apply such funds on account of any damages due by you.

# 13. Severability

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

# 14. Assignment

14.1. We reserve the right to assign or otherwise lawfully transfer this agreement. You shall not assign or otherwise transfer this agreement.

#### 15. Entire Agreement

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

# 16. Applicable law and jurisdiction

16.1. These Terms and Conditions shall be governed by and interpreted in accordance with the Curacao laws and legislations. The courts of Curacao shall have jurisdiction over any disputes arising out of the Terms and Conditions.

#### 17. Game rules

#### 17.1. Slots

- 17.1.1. Our slot machines include features, such as the classic "Wild" and "Scatter", as well as extra bonuses, such as free spins, bonus games, and much more.
- 17.1.2. The slot machines that offer progressive jackpots increase with every bet made and can reach significant amounts. These jackpots can be won with a single bet, but it is advisable to go for the maximum bet by activating all pay-lines and choosing the highest denomination.

#### 17.2. Blackjack

17.2.1. All these games share a common aim for the player: to win, you need a stronger hand than the house. However, be careful not to exceed 21, otherwise you go bust. You have various options after receiving your first 2 cards. You can draw as many single cards as you like (provided the combined value of your hand doesn't exceed 21), by pressing the Hit button. Once you get a hand you are happy with, click "Stand" to compete with the cards you have accumulated. 17.2.2. In certain situations, you may also opt for the "Double" option, which allows you to double your bet and receive a single card. In the same way, if your first 2 cards are a pair, you may decide to separate them into two hands which are then played independently. This is done via the Split button.

#### 17.3. Roulette

17.3.1. Our European Roulette is played with a cylinder composed of 37 pockets, numbered from 0 to 36, while our American Roulette wheel carries an additional double zero (00) green pocket.

- 17.3.2. Roulette has a wide range of betting possibilities. For example, on a standard European table, you can choose from the following bet types:
- 17.3.2.1. Straight-up bet (a bet on a single number)
- 17.3.2.2. Split bet (a bet on two numbers next to each other on the table)
- 17.3.2.3. Street bet (a bet on any three numbers in a row)
- 17.3.2.4. Square bet (a bet on a block of four numbers on the table)
- 17.3.2.5. Six bet (a bet on a group of six numbers on the table that covers two rows of three)
- 17.3.2.6. Dozen bet (a bet on a number within one of the three segments of the table)
- 17.3.2.7. Column bet (a bet on a number within one of the three columns on the table)
- 17.3.2.8. Even money bet (a bet on red or black, odds or evens, or on a number within either half of the table)
- 17.4. Players are subject to knowing the rules and regulations for online betting and gambling of their residing jurisdiction. The fact that our Website is available in such a country and/or jurisdiction or that it can be displayed in the official language of any of those countries cannot be considered official authorization or legal grounds for using our Website and depositing funds into your account or withdrawing your winnings. The availability of the Website does not constitute that it contains any proposals, incitement or invitation to use or subscribe to betting, gambling or any of the other services in any jurisdiction where such activity is illegal.

You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is legal in the territory where you reside. When opening an account and/or using our Website warrant your actions are legal in the territory in which you reside. You also guarantee and agree that you have received legal advice before registering on our Website. If we become aware that you are a resident in a country where the use of our Website is considered illegal, we will have the right to close your account. Any losses from gambling and making bets are not recoverable.

17.5. It is strictly forbidden for those residing in British Virgin Islands, Dutch Antilles, France, United Kingdom and USA to open accounts. Those who are identified to be in these jurisdictions (temporary or other, national or using those countries IP's) will be subject to their bets being revoked at the discretion of XON.BET and only their initial deposit being refunded.