

Anti-money laundering (AML)

1.1. The Company has developed special AML rules, which are designated to prevent and mitigate all possible risks of us being involved in any kind of illegal activity. These rules aim to comply with the rules and guidance's contained in the following laws, namely the National Ordinance Penalization of Money Laundering (NOPML), the National Ordinance on the Reporting of Unusual Transactions (NORUTO), the National Ordinance on Identification of clients when Rendering Services (NOIS), Directive (EU) 2018/843 as amended and the FATF/CFATF recommendations.

1.2. Money laundering and the financing of terrorism are significant threats for national and international economies throughout the world, forcing all vulnerable sectors to have measures in place for their prevention.

1.3. Money laundering means:

1.3.1. hiding or keeping privacy regarding the information about the real source, location, disposal, movement, ownership or other property rights related to property obtained as a result of illegal activity;

1.3.2. conversion, moving, obtaining, possession or use of property which was got as the result of criminal activity for the purpose of concealing the illicit source of such property or assisting persons involved in crime to avoid legal consequences of their actions;

1.3.3. a situation in which the property was obtained as a result of criminal activity committed on the territory of another state.

1.4. When the player uses the Website and creates account, he makes the following representation and undertakes the following obligations:

1.4.1. he read and understood AML rules;

1.4.2. he is obliged to comply with all applicable laws and regulations on combating money laundering and terrorism financing;

1.4.3. he confirms that he has no information or any suspicions about the fact that funds used for depositing in the past, present or future, are received from any illegal source, or has any relation to legalization of income obtained illegally, or other unlawful activity prohibited by applicable law or the instructions of any international organizations;

1.4.4. he agrees to provide any information the Company's think fit to require according to applicable laws and regulatory requirements in respect of combating the legalization of funds obtained illegally;

1.4.5. he acknowledges that he may deposit money into the account only in order to play and use the services offered on the Website;

1.4.6. The Company is obliged to share information about players with financial institutions and law enforcement agencies, as required by the applicable laws, and has the right to do so without obtaining prior consent. By using the Website, the player gives the Company a consent to perform these actions.

1.5. In an effort to be compliant with the applicable rules, regulations and international standards, the Company has procedures which it applies to players when they are using the Website. These procedures are:

1.5.1. risk management;

1.5.2. know your customer (KYC) which includes identification and verification. Using this procedure, we make sure that the player is who he says he is. Please read our KYC section to learn more about it;

1.5.3. ongoing monitoring of the activity and actions;

1.5.4. reporting;

1.5.5. record-keeping.

1.6. Due to the fact that money laundering and terrorist financing are evolving each year, while the Company is limited in resources, the Company uses risk-based approach which is a methodology allowing to concentrate the most of our AML measures in the places/sections where the risks are the highest.

1.7. Each player is evaluated on its risk level during the establishment of business relationship and on ongoing basis during the business relationship. The risk factor of the customers can be changed anytime based on his activity.

1.8. For the purpose of the risk assessment, the Company considers the following factors:

1.8.1. geographical factor: a player may be ascribed with a higher risk if he resides in certain jurisdiction;

1.8.2. personal factor: a player may be ascribed with a higher risk if he has some personal circumstances, for example PEP;

1.8.3. behavioral factor: a player may be ascribed with a higher risk if his behavior on the Website seems unusual or suspicious for the Company. It could be the case when the player uses different payment instruments within a short term or the Company detects mismatch of the geolocation's key elements (citizenship/residency, mobile carrier provider, IP address geolocation, BIN number of the card etc.)

1.9. Within KYC procedure, the Company is required to carry out identification and verification. This procedure is described in the respective section of these Terms and Conditions.

1.10. The Company's compliance department monitors of all players' activities together with the related deposits and bets on the Website. The Company constantly invests in the best software of the industry in order to mitigate industry related risks such as money laundering, terrorism financing, fraud and other criminal activities

1.11. The Company permanently checks player's behavior on the Website for the absence of suspicious activity. The activity is considered as suspicious if, for example, the Company's identify player's unusual betting patterns or unusual deposit and withdrawal patterns. Indicators of the suspicious activity are set up based on our discretion and consider relevant applicable regulations. Upon identification of the suspicious activity, the Company will contact the player to

get a reasonable explanation of the abnormal behavior. In case the Company does not get satisfactory answer, the account might be suspended until necessary explanation and documents are provided. If the player does not provide requested information within 30 days, account might be closed and the player's activity will be reported to the relevant authority. The same applies for cases where the Company reasonably suspects deposits from questionable sources or any actions with signs of fraud (such as, but not limited to, stolen credit cards, transfer of funds to other player accounts, forgery, collusion, the use of impermissible software tools, the provision of false data).

1.12. Any multi-account strategies are strictly prohibited on our Website. The Company can close player's account, if it believes that the player has opened or is using multiple accounts or a duplicate account with the intent to defraud us and/or to abuse Terms and Conditions.

1.13. The following restrictions apply to the withdrawals from the account:

1.13.1. the Company will not deposit withdrawn funds to another source from which it was originated unless sufficient information or documentation is provided. It means that if the player deposits money from his bank account via card payment, withdrawal will be made on this account unless the player substantiates other withdrawal method;

1.13.2. any withdrawals to a third-party account will not be effectuated.

1.14. The Company reserves the right to cancel any bets as well as winnings, close player's account, exclude him from participating in games, retain payments and report player to the authorities in the following circumstances:

1.14.1. if the player submits incorrect or incomplete information or documents about him within KYC procedure;

1.14.2. if the player's activity on the Website is considered suspicious and the player does not provide reasonable explanations of abnormal use of the Website;

1.14.3. if the Company's suspects that the player has violated any other regulation contained in AML rules or any other policies applicable to the Website the rules of the game and specific rules as applicable from time to time. Any such decision is within sole discretion of the Company and does not require any justification towards the player and may not be contested;

1.14.4. if the Company considers that the player uses the products and services offered on the Website in an inappropriate or fraudulent manner or has deliberately cheated or taken unfair advantage of the Company or any of its other players or for illegal and/or unlawful or improper purposes;

1.14.5. if the player uses devices such as robots or other artificial assistants, external programs or mathematical techniques or any manipulative strategies that distort normal gameplay and gives the player an unfair advantage and does not leave place for chance.

1.15. Any suspicious transactions or circumstances for which the Company has not received sufficient explanation may give rise to a report to the appropriate authority of Curaçao (Financial Intelligence Unit).

1.16. While assessing whether any suspicious activity shall be reported, the Company will proceed from objective and subjective indicators.

1.17. The Company will hold a list of all instances in which the Company has not considered it necessary to report. The decision not to report will need to be sufficiently justified.

1.18. In case the Company has initiated any internal investigation or decide to report the player activity to the relevant authority, the player will not be notified on this as such information may be used by the player in order to “normalize” his behavior or activity or mitigate/destroy evidence needed for investigation.

1.19. The Company keeps records of the following data for a period of 5 years from the date of the player’s last transaction or the date when the player has closed his/her account on the Websites:

1.19.1. the information, obtained in the process of the identification and verification;

1.19.2. the records of transactions (deposits, withdrawals) and their supporting evidence;

1.19.3. the history of communication with the player.

1.20. All personal information about which is received based on this Policy is processed according to our Privacy & Management of Personal Data rules.

1.21. Any Company’s actions driven by AML purposes (such as refusal to perform transactions which are considered suspicious, blocking or closing of the account) does not constitute a basis for civil liability of the Company for failure to fulfil obligations to a player.