

## **TERMS OF SERVICE**

**Latest update: January 3rd, 2024**

This agreement, including the documents and other useful policies referred to, informs you of the important terms of use by which you may use the Website and the services available on the Website (the "Services"), whether as a registered user or as a guest.

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#### **1. ACCEPTANCE OF THE TERMS OF SERVICE**

1.1 By using and/or visiting any section of the Website (including but not limited to sub-domains, other websites or applications owned by us), you agree to be bound by the Terms and Service, Privacy Policy and any other policies as set out in a game or event's rules.

1.2. Acceptance of the Terms shall be deemed accepted by you upon your: (a) use of the Website or the Services; or (b) clicking to acknowledge the agreement with these Terms when this option is made available to you in the course of registering an account.

1.3. You must be at least 18 years of age to access the Website. Providing a false name, date of birth or address may constitute a criminal offence and at minimum will result in your account being disabled and any available funds forfeit.

1.4. At times we may make changes to the Terms of Service, and will make a new copy of the Terms available on this page. It is your responsibility to check this page to determine whether the Terms of Service have been updated and, in any event, if you access the Website or use the Services after the date on which the Terms have changed, you agree that you shall be deemed to have affirmatively accepted the updated Terms. When we make any changes to the Terms of Service, the "Latest Update" date at the top of Terms will be updated with the date of the change.

## **2. USE OF THE WEBSITE AND SERVICES**

2.1. All content of the Website is for non-commercial, personal use only.

2.2. Access to the Website is permitted on a temporary basis and we reserve the right to withdraw or amend the Services we provide without prior notice. The Website is updated often and can change at any time. You acknowledge and agree that the specific form and/or nature of the Website or Services may change from time to time and we may elect to cease providing the Services (or any specific features within the Services) to you or to users generally at our sole discretion, without any prior notice to you. If the need arises, we may suspend access to the Website or close it indefinitely. We will not be liable if for any reason the Website is unavailable at any time or for any period but this shall not, of itself, preclude us from returning to you any money that is properly due to you. We may terminate your Account and/or prohibit you from using or accessing the Website or Services (or any portion, aspect or feature of the Services) for any reason, at any time, at our sole discretion. Without limiting the generality of the foregoing, we shall have the right to reject any wager or withdraw any Game at our absolute discretion. We will not be liable for any loss whatsoever arising from the cancellation of any Game, including any realizable or perceived loss, for whatever reason, and/or the chance to participate in our casino.

2.3. Use of the website and associated services are expressly prohibited from the following states: DE, MD, NV, NJ & NY. Any account accessed from a restricted state will have all access rights revoked and any balance contained in the account may be considered void. You are required to notify us immediately should you intend to relocate to or visit a restricted state, your account will then be placed on a temporary hold or permanently closed dependent on the circumstance with any balance available being returned to you. Any attempt on your part to circumvent these restrictions by any means will result in your accounts closure and any balance considered forfeit.

2.4. You are solely responsible for checking the laws regarding the use of internet-based casino gaming in the jurisdiction in which you reside.

2.5. We are not responsible or liable in any way for any Internet disruptions or disconnections, and all risk and responsibility rests with you. In the event that you are disconnected from the game server, the system saves the games state upon disconnect. Upon reconnection the game can be continued from the point of disconnection.

## **3. REGISTRATION AND ACCOUNT CREATION**

3.1. You must register an account ("Account") with us before you can participate in any real money casino games. You must be at least 18 years old in order to register an Account. We reserve the right to disable your Account and request sufficient proof of age in order to ensure that you are of legal age to access the service. If satisfactory proof of age is not provided we further reserve the right to permanently close your Account.

3.2. You are permitted to open only one Account. Only one account is allowed per household. Multiple accounts held by the same individual are subject to immediate closure and at our sole discretion we reserve the right to consider any balance in duplicate accounts forfeit. Furthermore you shall not permit another person to access the Website or Software via your Account without the express written permission of Café Casino.

3.3. We reserve the right to suspend, disable or terminate your Account at any time in our sole discretion. Decisions regarding the opening, maintenance and closing of Accounts rests with us and any decisions we take regarding any aspect of the Software, your participation in or the playing of the Games or any aspect of an Account is final.

3.4. If you choose to register an Account you will be required to provide your full name, address, date of birth, email address and telephone number. If your identity cannot be validated, you may be required to submit additional information or documentation. You will also be required to answer one or more security questions, after which you will be sent a confirmatory email. You may also be required to update the information or data or to provide additional items as part of ongoing efforts to prevent illegal and fraudulent activities, and/or to comply with our Anti-Money Laundering policy and protocols.

3.5. Any and all information that you provide to us either at the time you register for an Account or at any subsequent time must be truthful, accurate and verifiable in all respects. By providing such information you consent to us submitting it to third-party providers of age and identification services to verify that you are who you say you are and that the information you give is true and accurate. We reserve the right to use third-party verification services to authenticate your Account information and identity, and you expressly acknowledge and agree that we may confirm the accuracy of any information you submit against your government-issued ID. If you have provided false information or if you are unable or unwilling to provide documentation to confirm your information, as we are unable to confirm your identify, your Account may be terminated and any and all activity within the Account deemed invalid including, without limitation, the forfeit of potential winnings.

3.6. You will be assigned a numerical Account ID. You may also be able to log in to your Account using your email address. You must treat your user Account ID and password as confidential and not disclose any part of them to anyone else. We have the right to disable any user Account ID, password whether chosen by you or assigned by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Service. You are responsible for ensuring that no one else (particularly, but without limitation to, those who may share your internet connection) is able to make use of your Account ID (or email address) and password and you shall be responsible for all transactions that take place on your Account whether or not you knew or consented to such transactions taking place.

3.7. Your Account will be marked as dormant if you have not made a deposit, a withdrawal or engaged in any gaming activity for a period of 18 months. At 17 months of inactivity, we will send an email notice to the email address on file, advising that your Account balance will be set to zero, 30 days after the notice. If the Account still remains unused following this notice the account balance will be zeroed out.

3.8. You agree that we may at any time investigate your Account and the associated gaming activity to ensure your compliance with these Terms and to ensure that no improper or illegal activity has taken place including, without limitation, fraudulent activity or activity that is contemplated by our Anti-Money Laundering policy and protocols. In the event that it is determined that your Account has been

involved in any of the above, we shall be entitled to use any and all money to the credit of your Account to meet any costs, expenses or liabilities reasonably incurred in conducting such investigation. We will refund to your Account any such fee if the inquiry is subsequently concluded in your favor.

#### **4. ACCOUNT DEPOSITS, REPAYMENTS AND FORFEITURE**

4.1. Credit is not extended to players under any circumstances. You will not be permitted to participate in or play the Games unless and until you have deposited sufficient funds into your Account. We do not allow Accounts to become overdrawn.

4.2. To deposit funds in your Account you must first supply such information as is required by the method of payment that you have selected for making the deposit. Once you have supplied the required information, you will be able to make a Deposit Request from the cashier page of your Account.

4.3. If you choose to play any Games or participate in any event for money, your money will be deposited with and held by us or a third party service provider(s) pending the outcome of the relevant event or Game.

4.4. We reserve the right to set a limit on the amount of funds that you will be able to deposit. You may request that this deposit limit be altered by contacting our Customer Service team.

4.5. Neither we nor our service providers shall be under any obligation to accept your Deposit Request and we shall notify you if your Deposit Request is rejected. If your Deposit Request is accepted, we shall ensure that funds equal to those specified in your Deposit Request are credited to your Account within a reasonable period of time.

4.6. We reserve the right to recover any fees covered on deposits without prior notice if little or no play is made between deposit and withdrawal.

4.7. If any deposit is subject to a dispute or is otherwise deemed uncollectible for any reason, any and all winnings generated from play conducted in your Account from the time of the applicable deposit until its reversal or dispute shall be invalidated, forfeited and deducted from your Account balance. In addition, the amount of the initial failed deposit will be forfeited and deducted from your Account balance. In the event that, following such deductions, your Account balance is in a negative balance; you expressly acknowledge and agree that such negative balance shall constitute an uncontestable debt payable by you to us, due and payable immediately. You expressly acknowledge and agree that, in the event of non-payment of such debt, we may assign such debt to one or more collections agencies, who shall have the legal right to pursue such assigned debt using any or all available legal remedies. Note that following the assignment of such debt to a collections agency, the resolution of such debt and any legal processes associated therewith are not within our control and must be negotiated or resolved directly with the collections agency.

4.8. The withdrawal of winnings is subject to Café Casino verification procedures. This can include but is not limited to providing proof of address and government-issued identification. If we are satisfied that you have complied with the Terms, all Anti Money Laundering and fraud-screening requirements, and all rules relating to the Games and any related bonuses, the payout shall be made to you. The manner in which the withdrawal is processed may be restricted, depending on the means by which the initial deposit(s) was/were made to the applicable Account. Without limiting the foregoing, we reserve the

right to conclude your withdrawal request by an alternative method or process at our discretion. If, for whatever reason, a payout request cannot be approved, a Customer Service Representative will contact you.

4.9. Unless otherwise stated in the rules applicable to individual Activities, Games or Bonus promotions, any bonus funds that are credited to your Account (whether as a result of a prize, promotion, redemption or any other reason) shall be subject to rollover requirements (which will be outlined in the terms and conditions of the Bonus) before the bonus funds (and any associated winnings from the Bonus) can be withdrawn.

## **5. RESPONSIBLE GAMING**

5.1. Under no circumstances may an Account be created by any user that is under the age of 18, nor shall anyone under the age of 18 be permitted to play Games. Any winnings in an Account that is identified by us as having been improperly opened or used by someone under the age of 18 shall be deemed forfeit and the Account closed.

5.2. The Website and the Services are intended solely for recreational and entertainment purposes. We are dedicated to ensuring that players have the ability to manage or limit their play on the Website. If gambling is negatively affecting your personal or professional life, please refer to the resources available here to seek counselling or assistance.

5.3. We maintain processes for you to manage and limit your deposits on the Website. You may limit your deposits on a daily, weekly and monthly basis. Note further that if you self-impose a deposit limit and later wish to increase or remove the limit, such removal or increase will not take place until at least 24 hours following the limit increase request.

5.4. You have the option of setting your play limits to zero or completely closing the Account if you believe you have a gambling problem. We honor all such directions immediately. Please note that when contacting Customer Service to request closure of your Account, you must identify that you are requesting an Account closure due to a gambling problem. This is to ensure that such requests are distinguishable from temporary "cooling off" requests (see Section 5.5). If you request to have your Account closed or your Account limit set to zero as a consequence of a perceived gambling problem, please be advised that we will consider this closure permanent. Also, regardless of the nature of your request to close your Account, we will make every reasonable effort to prevent you from creating additional accounts. In the event that you are able to circumvent our efforts in this regard you accept full responsibility for any losses incurred.

5.5. You have the option of temporarily closing your Account to allow you to "cool off" by contacting Customer Service and specifying a time period. Your Account will be inaccessible throughout the time period requested and will not be enabled for use until we receive your written request after the period requested has elapsed. Self-imposed Account closures that are not identified as being imposed due to perceived problem gambling are not subject permanent closure as noted in Section 5.4. At our sole discretion we may apply a temporary 'cool off' period if we believe it is necessary.

## **6. INTEGRITY OF PLAY**

6.1. If through the course of an investigation we have reasonable cause to believe that criminal or any other suspicious activities are occurring through one or more Accounts (including, without limitation, a suspicion of attempted money-laundering or fraud), we expressly reserve the right to close such Accounts and/or report such activity to any applicable regulatory bodies or services. All Account balances (including both deposits and any winnings) shall be forfeited.

6.2. If, in our reasonable discretion, we determine that a player has engaged in fraudulent, unlawful, dishonest or improper activity (including, without limitation, the usage of a VPN, proxy or similar service that masks or manipulates the identification of your real location, the provision of false or deliberately misleading information), we reserve the right to immediately terminate or deny a player access to their Account. In such event, all Account balances (including both deposits and any winnings) shall be forfeited and we reserve the right to disclose information (including the identity of the player) to applicable parties including, but not limited to banks, credit card companies and/or any person or entity that has the legal right to such information, and/or is taking legal action against such player.

6.3. All actions on the Website must be executed by players via the supplied user interface. We will take any measures necessary to ensure that all robot software or programs designed to simulate real player play will be detected and prevented from accessing the Website. Any Accounts associated with such activity will be subject to review and possible termination. If, in our reasonable discretion, we determine that an Account is employing such software, the Account will be disabled and all Account balances (including both deposits and any winnings) shall be forfeited.

6.4. Bonus programs are intended for recreational players only. Professional players or players considered, in our sole discretion, to be abusing the bonus system by any means may have bonuses revoked and be subject to further sanctions. Bonus abuse may be defined as (but not restricted to) clients cashing out for the purpose of re-depositing, depositing on top of an existing balance, or creating new Accounts that they are using themselves. Sanctions may be in the form of increased rollover requirements or loss of bonus privileges altogether for the offending Account as well as any linked Accounts. We reserve the right to restrict eligibility for special offers and bonuses when necessary. This includes but is not limited to placing geographic restrictions on match bonuses due to bonus abuse. Please refer to the [Help section](#) for further information regarding additional details concerning the eligibility, conditions, terms and usage of bonuses offered.

6.5. We do not allow the mixing of No-Deposit bonuses (e.g. Free Chips, Free Spins, Insurance Bonuses etcetera) and deposits. If a deposit is made while a No Deposit Bonus is active, the wagering requirements and maximum allowed cash-out of the No Deposit bonus will still apply. The deposit amount will be credited to your balance, however the deposit amount is not considered to be in active play and any subsequent winnings are subject to the wagering requirements and maximum allowed cash-out of the No Deposit bonus until your balance is equal to or less than the deposit amount plus any existing balance available prior to the bonuses redemption.

6.6. Unless otherwise stated in the bonus terms, no deposit bonuses under \$100 will have a maximum cashout amount of \$125, and no deposit bonuses over \$100 will have a max cashout equal to 1X the bonus. Players cannot redeem multiple free bonuses consecutively. If you have redeemed one No Deposit bonus a real money deposit needs to have been made in the interim for you to be eligible to redeem a second No Deposit bonus. Redeeming two or more No Deposit bonuses in a row can result in the removal of subsequent winnings.

6.7. Loyalty/Comp/Reward Points are granted as a reward for deposits and the resulting game-play. They cannot be gained from game-play resulting from No-Deposit money. If any Loyalty/Comp/Reward Points are accrued from promotional money not tied to a deposit, they are subject to removal without notification to the player.

6.8. If, in our reasonable discretion, we determine that an Account sought to or actually did exploit any hardware or software error, malfunction, bug or other vulnerability, we shall immediately close such Account, and all Account balances, including both deposits and any winnings, shall be immediately forfeited. If, in our reasonable discretion, we determine that such activity is occurring, the Account(s) may, in our sole and absolute discretion, be disabled and all Account balances (including both deposits and any winnings) shall be forfeited. In such event, we expressly reserve the right to initiate civil legal proceedings and report such activities to authorities in support of criminal investigations and charges, as appropriate.

6.9. In cases where playthrough or other criteria as set out in individual bonus terms and conditions are not met within 6 months of the initial bonus redemption any remaining bonus funds and associated winnings will be considered forfeit. Malfunction, System or Human Error. We reserve the right to void any winnings that were obtained as a result of hardware/software error, malfunction or human error. In the event of any such malfunction or error all wagers are void.

6.10. **Unfinished Games:** If your game round is disrupted or closed, all game information, placed bets and incomplete casino games will remain active until you re-open the game. Unresolved bets placed and incomplete casino games will become void after 60 days and will be forfeited.

## **7. EXPRESS ACKNOWLEDGEMENTS**

BY ACCESSING AND/OR BY USING THE SERVICES AVAILABLE ON THE WEBSITE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

7.1. YOU HAVE VOLUNTARILY SOUGHT OUT AND ESTABLISHED CONTACT WITH THE WEBSITE;

7.2. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING AND ENSURING YOUR COMPLIANCE WITH ANY LOCAL PROHIBITIONS AND/OR REGULATIONS THAT MAY BE APPLICABLE TO YOUR ACTIVITIES ON THE WEBSITE, INCLUDING THOSE OF YOUR COUNTRY OR JURISDICTION OF RESIDENCE.

7.3. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL LOCAL TAXES OR OTHER AMOUNTS PAYABLE IN YOUR RESIDENT COUNTRY OR OTHERWISE RELATING TO ANY WINNINGS OR WITHDRAWALS MADE BY YOU IN RELATION TO YOUR ACCOUNT.

## **8. LICENSES**

8.1. You are hereby granted the following non-transferrable, revocable licenses ("Licenses"): (a) a license to view, use, print and download Content from the Website for your private personal use only; (b) a license to upload Postings to the Website for your private personal use only; (c) a license to download, install and use the Software and to play and participate in the Games for your private personal use only.

8.2. You acknowledge and agree that: (a) none of the Licenses are exclusive to you and you may not transfer your rights under any of them to anyone else; (b) we may revoke or terminate any or all of the

Licenses and any of your rights under any of them at any time and for any reason; (c) upon termination of any of the Licenses you must immediately cease participating in and playing the Games; delete the Software; remove any Postings; and destroy all Content that you have printed or downloaded.

8.3. Any rights not expressly granted in these Terms are reserved.

8.4. You may [click here](#) to view the valid operating status.

## **9. YOUR OBLIGATIONS**

Except as expressly set out in these Terms, or as otherwise permitted by applicable laws, your obligations include:

9.1. not to copy or reproduce the Content, Software or Games in any way or for any reason except with our prior written permission or where such copying or reproduction is incidental to normal use of the Content, Software or Games and consistent with the terms of the relevant License;

9.2. not to make alterations to, or modifications of, or create derivative works using the whole or any part of the Content, Software or Games, nor to permit the Content, Software or Games or any part of them to be combined with, or become incorporated in, any other content, software or games;

9.3. not to copy, reproduce, store or include any of the Content, Software or Games in any other website or public or private electronic retrieval system or service other than with our prior written consent;

9.4. to the extent that you have printed or downloaded any Content in accordance with these terms of use you agree: not to use any of the illustrations, photographs, images, video or audio sequences or any graphics separately from any accompanying text; and to ensure that our copyright and trade mark notices and any legends, displays and designations in connection therewith appear in all copies and reproductions;

9.5. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;

9.6. not to disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing;

9.7. not to provide or otherwise make available the Software (in whole or in part and including but not limited to program listings, object and source program listings, object code and source code);

9.8. not to use the Software, participate in or to play the Games via any communications network or by means of remote access, except as expressly permitted in these Terms;

9.9. not to use any of the Content, Software or Games for commercial purposes without obtaining a license to do so from us or our licensors; and

9.10. to immediately notify us by email to [service@cafecasino.lv](mailto:service@cafecasino.lv), if you suspect that the Content, Software or any Postings infringe the intellectual property rights of any other person.

## **10. INTELLECTUAL PROPERTY RIGHTS**



10.1. You acknowledge that we are the owner or licensee of all Intellectual Property Rights in the Website, the Content, Software and the Games. Those works are protected by intellectual laws and treaties around the world. All such rights are reserved. For the purposes of these Terms, "Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights (including copyright applications), trade secrets, moral rights, know-how and any other similar rights or intangible assets recognized under any law(s) or international convention(s) in any country or jurisdiction in the world where such rights accrue.

10.2. You may print off one copy and may download extracts of any page(s) from the Website for your personal reference and you may draw the attention of others within your organization to material posted on the Website.

10.3. You acknowledge that you have no right to have access to the software in source code form or in unlocked coding or with comments.

10.4. The integrity of the Software is protected by technical protection measures ("TPM") so that the intellectual property rights, including copyright, in the Software is not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means for which the sole intended purpose is to facilitate the unauthorized removal or circumvention of such TPM.

10.5. We reserve the right to remove any or all of the Content, Software and Games from the Website (in particular but without limitation if we suspect that they infringe another person's intellectual property rights).

10.6. Subject to these Terms, you shall acquire no rights whatsoever in and/or to the Website, the Content, the Services, or the Software. You may not (and you may not permit or enable anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by us, in writing.

10.7. You agree that you shall not remove, obscure or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed, contained within, or displayed upon the Website, the Software or the Services. Unless you have agreed otherwise in writing with us, nothing in the Terms gives you a right to use any Café Casino trade names, trademarks, service marks, logos, domain names and/or any other distinctive brand features. Unless you have been expressly authorized to do so in writing by us, you expressly agree that you will not use any Café Casino trade mark, service mark, trade name, logo or distinctive brand feature in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **11. OUR LIABILITY**

11.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE

LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO THE WEBSITE AND YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, WE AND OUR SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT: (I) YOUR USE OF THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) YOUR USE OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES WILL BE ACCURATE OR RELIABLE, AND (IV) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES AND AFFILIATES, AND SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (II) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (A) ANY CHANGES WHICH WE MAY MAKE TO THE WEBSITE OR SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (C) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; (D) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE LIMITATIONS ON OUR LIABILITY ABOVE SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11.3. Without limiting any other provision hereof, you understand that by using the Services you may be exposed to Content that you may find offensive or objectionable and that, in this respect, you access the Website and use the Services at your own risk.

11.4 CLASS ACTION AND AGREEMENT TO ARBITRATE: This clause provides for the exclusive jurisdiction of disputes through individual legal action and supersedes any laws entitling the Player to participate in a class action. This class action waiver precludes the Player from participating in, or becoming represented, in any class or representative action regarding any claim brought under as a result of any

agreement, including these Terms and Conditions and use of the Services and/or the Website. Even if applicable law(s) provide otherwise, the Player agrees that any legal action or arbitration against Café Casino whatsoever shall be litigated by the Player individually and not as a member of any class or as part of a class action, and the Player expressly agrees to waive authority to arbitrate claims on a class action basis. The Player agrees that this clause shall not be severable under any circumstances from the choice of law provision set forth in these Terms and Conditions.

In consideration for the offering of Services on our Website to you, you agree that all disputes arising under or in connection with these Terms and Conditions, or in respect of any legal relationship associated with or derived from these Terms and Conditions or your use of the Services provided on this Website, will be finally resolved by arbitration under Arbitration Rules of a qualifying global ADR Institution as to be selected by Café Casino and communicated to the Player once a claim is to arise.

**I GOVERNING LAW:** These Terms and Conditions shall be governed by, and construed in accordance with, laws of Curacao, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

I Café Casino nor any other company forming part of its affiliates cannot and shall not be liable for any complaint or claim filed or made on the basis of the laws of any other jurisdiction.

## **12. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE**

12.1. We process information about you in accordance with our [Privacy Policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate and complete.

12.2. By accepting any winnings or prizes, to the maximum extent permitted by law, you grant to us and our affiliates, suppliers, and licensors and licensees a perpetual, worldwide, royalty-free irrevocable, non-exclusive right and license to use your name and digital and/or electronic image or likeness and any biographical information about you, and to reproduce, modify, adapt, publish, publicly and digitally display, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed throughout the world and the right to copy, disclose, distribute, incorporate and otherwise use such material for any and all commercial or non-commercial purposes.

12.3. You hereby release and hold harmless us and our associates, service providers, licensors, licensees, affiliates, successors and assigns from any and all claims, causes of action, remedies and/or damages arising from the use of your rights in accordance with the previous clause.

## **13. VIRUSES, HACKING AND OTHER OFFENCES**

13.1. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server(s) on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you are committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the

Website will cease immediately and you shall immediately forfeit all amounts in your Account as liquidated damages incurred as a consequence of such attack.

13.2. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

13.3. You may not: (a) use robot software, external player assistance programs or any other program designed to simulate game play or to give you or allow you to gain an unfair advantage over other players. We will take any measures necessary to ensure that any such software or programs are detected; (b) trade any information about any cards handed to you during a Game; or (c) in any way engage in any syndicated play or otherwise collude with other players of Games on the Website.

13.4. We carry out continuous monitoring and undertake rigorous examination of play by both manual and automated means in order to detect such behavior and any players who violate this will be banned from using the Website for life.

#### **14. LINKING TO AND FROM THE WEBSITE**

14.1. You may link to our home page with our permission, which you can request from [service@cafecasino.lv](mailto:service@cafecasino.lv), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. This permission may be revoked by us at any time.

14.2. You must not establish a link from any website that is not owned by you.

14.3. The Website must not be framed on any other website, nor may you create a link to any part of the website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the standards we establish from time to time.

14.4. If you wish to make any use of material on the Website other than that set out above, please address your request to [service@cafecasino.lv](mailto:service@cafecasino.lv).

14.5. The Website may include hyperlinks to other websites or content or resources. We have no control over any websites or resources which are provided by companies or persons. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and we do not endorse any advertising, products or other materials on, or available from, such websites or resources. You acknowledge and agree that we shall not be liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. We encourage you to be aware of when you leave the Website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

#### **15. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION**

15.1. If you have any complaints or concerns arising from your use of the Website, including any concerns about material which appears on the Website, please contact [service@cafecasino.lv](mailto:service@cafecasino.lv), where a member of our Customer Service Team will address your complaint. If your complaint cannot be resolved to your satisfaction by our Customer Service Representative, you may request to [service@cafecasino.lv](mailto:service@cafecasino.lv) that the complaint be escalated to a Customer Service Supervisor.

15.2. In the event that you are not satisfied with the outcome of your complaint, you can submit your concerns to the [Clicking HERE](#).