

STANDARD GLOBAL EAST AFRICA LTD

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Dated 08.02.2023

IMPORTANT: PLEASE READ THE INFORMATION SET OUT BELOW CAREFULLY BEFORE ACCEPTING THESE TERMS AND CONDITIONS.

INTRODUCTION TO THE GENERAL TERMS AND CONDITIONS

Standard Global Holdings Limited, a company incorporated in Kenya and having its registered office at Nyaku House, Hurlingham Nairobi (the "Company", "us", "we"), owns and operates this Online Gambling Website (www.finixcasino.info) (the "Website"), through which the Company provides its online casino services. The Company is regulated and licensed by the Betting Lotteries and Gaming Board.

By using any of our services (including any free play), and/or ticking the 'I agree' box during your Account registration on our Website, you confirm you have read, understood and consent to the following: these General Terms and Conditions together with the Casino Game Rules, Privacy Policy, Cookies Policy and Promotion Terms and Conditions (each of which is published on our Website and may be updated from time to time), any directions and rules which we may publish on our Website or sent to you that relate to the Casino Games, Website or Services with regard your participation in the same, any additional promotional, game or other rules, which may be notified to you from time to time ("Agreement").

By opening an Account with us and/or using our Service you agree to be bound by these Terms and Conditions.

1. Definitions

The following terms shall have the following meanings when used in these Terms and Conditions:

"Authorised Payment Solution" means payment solution companies authorised by the Company to provide payment services to the Company during your use of the Website or Services.

"Account" means an account opened by you to be used to manage the payment of funds to and from us in relation to your use of the Website and Services which we agree that you may open and operate. This includes all other transactions you undertake which include casino games and participation in promotions.

"Wager" means a wager, wager or stake placed via the Website on the outcome of any event referred to on the Website.

"Company" means Standard Global Holdings Limited, a company incorporated under the laws of the Republic of Kenya and having its registered office at Nyaku House, Hurlingham along Argwings Kodhek Road.

"Content" means all text, information, data, software, executable code, images, audio or video material in whatever medium or form made available by us on the Website.



"IP Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Online Gambling" means any gaming where any player participates and plays the casino games or takes or may take any step in the casino games by means of a telecommunication (not to include telephone wagering), the negotiating or receiving of any wager by means of a telecommunication in which any participant acquires or may acquire a chance by means of a telecommunication.

"Personal Information" means any information specific to you which includes, but is not limited to, your name, date of birth, residential address, country of residence, telephone number, email address and payment/bank details and any other personal information.

"Prohibited Practice" means, without limitation, any attempt by any person, group of persons or legal entity, acting alone, or in collusion: to attack, hack, make unauthorised alterations to, or introduce any kind of malicious code to the Website; to reverse engineer or decompile (in whole or in part) any software available through the Website; to make copies, modify, reproduce, transmit, alter, use or distribute all or any part of the Website or any material or information contained on it other than as permitted by the Company in writing or by law; to disclose Account information to any third party; to cheat, deceive, trick, misinform or defraud the Company in any way through use or abuse of the Company's services or this Website; any cheating and collusion detection practices which are used in the gambling and gaming industry at the relevant time) or while placing Wagers and/or playing online games with any other online provider of gambling services and are suspected (as a result of such play); playing with the proceeds of crime; acting in concert or as a syndicate to defraud the Company; other improper activity.

"Prohibited Jurisdiction" means any nation state in which the Company is not licensed to operate or one that prohibits its citizens from participating in gambling (regardless of their current location); France, Hong Kong Special Administrative Region of the People's Republic of China, Iran, Israel, Italy, North Korea, Philippines, Poland, Singapore, Spain, Turkey, Taiwan, United States of America or its territories, United Kingdom; any other territory or jurisdiction that may be notified to you from time to time.

"Registered Customer" means a user who has submitted and had his registration accepted by the Company.

"Rules and Regulations" shall have the same meaning as Agreement, as defined in the Introduction to these Terms and Conditions.

"Services" means facilities provided by us to enable you to place Wagers or to participate in any other permitted gambling or other games via our Website.

"Software" means any computer program made available on the Website by us from time to time.

"Stake" means funds you have made available to be risked by means of placing a Wager or Wagers on our Website.



“Terms and Conditions” means these General Terms and Conditions.

“Website” means as defined in the Introduction to these Terms and Conditions.

“Winnings” or “Legitimate Winnings” means winnings legitimately and legally won by you in using the Services and that have been won by you fairly and in accordance with these or any of our Rules and Regulations and that are not subject to any reasonable objection by us.

“Wrongdoing” and/or “Fraud” or “fraud” shall include, without limitation, attempts to circumvent these Terms and Conditions, Rules and Regulations, single Account per player requirement, wagering limits, hacking, unauthorised use of Account Access Information, Account or third party accounts; attempts to circumvent or bypass any security mechanisms available on the Website or the Company's systems or networks; wrongfully, deliberately or knowingly transfer funds to and from a third party's account or funds not lawfully owned; any act or omission through the use of the Website or Services causing any harm to the Company or to any third party; provision of false Personal Information (including fake or fraudulent documentation); any activity which is deemed criminal in an applicable jurisdiction and any other actions and/or omissions which the Company reasonably deems to be fraudulent and/or a wrongdoing/s.

2. Applicability of these Rules and Regulations

The following are the Terms and Conditions governing the use of this Website and the Services.

2.1. By using any of our Services (including any free play), and/or checking the box to accept the Terms and Conditions and/ or otherwise by opening an account with the Company or placing a Wager with the Company, you are deemed to have read, understood, and accepted our Rules and Regulations, including these Terms and Conditions. In addition, you will need to give consent to specific use of your Personal Information for marketing purposes by checking the box in the registration page to accept this use and as otherwise more fully set out in the Privacy Policy. If there is any inconsistency between these Terms and Conditions and any document incorporated by reference, these Terms and Conditions shall prevail.

2.2. The Company reserves the right to amend the Rules and Regulations, as we see fit from time to time. Amendments to the Rules and Regulations will be notified to you by way of an announcement published clearly on the Website, or by Email and/or SMS messages sent to you. If we intend making significant changes to the Rules and Regulations, we will give you as much prior notice of such changes as is reasonably practicable. It shall be your responsibility to periodically check these terms and conditions for any amendments or modifications that govern the continued use of this Website. Amendments or changes in the Rules and Regulations shall become effective immediately upon their posting on the Website, and your continued use of this Website shall be deemed acceptance of the amended terms, except where you have entered into a specific promotion, in which case those specific promotional terms and associated General Promotional Terms and Conditions as accepted by you shall continue to apply until completion of that promotional offer, after which time and where applicable changes in the Rules and Regulations. If you do not agree to the amendments, you should cease using this Website and close your Account forthwith.

3. Your Obligations

- 3.1. In accepting these terms and conditions, you irrevocably and unconditionally represent and warrant, and are bound without reservation or limitation (as the case may be) to such representations and warranties, that:
- 3.1.1. You are at least 18 years of age, or the age of consent or majority in your home jurisdiction, whichever is higher, specifically to undertake gambling activity;
 - 3.1.2. You are of legal age to enter into contracts of this nature, and you are aware that underage gambling is an offence;
 - 3.1.3. You have not previously self-excluded yourself from gambling on our Website either on a permanent basis or under currently valid period of self-exclusion, nor are you a self-confessed problem gambler;
 - 3.1.4. You will provide true and accurate registration information when opening your Account, including without limitation your correct name and date of birth, your current address, email address and personal telephone number and any other Personal Information reasonably requested by us, and you will inform us immediately of any changes to the same;
 - 3.1.5. You will notify us promptly of any error in your Account information of which you become aware;
 - 3.1.6. Your Account with us is solely for your own personal use;
 - 3.1.7. You are not depositing funds originating from criminal and/or illegal activities;
 - 3.1.8. You are legally able to participate in Online Gambling within Kenya;
 - 3.1.9. You have the mental capacity to take responsibility for your own actions and to be bound by the Rules and Regulations;
 - 3.1.10. You will not represent yourself as an agent or affiliate of the Company without a written statement to that effect from the Company; and furthermore you shall, in no way market, advertise, publicise, or promote the Company or the Company's Services without the previous written consent of the Company;
 - 3.1.11. You will use our Website for your own entertainment and recreational purposes only and not as a means to make a living;
 - 3.1.12. You will not engage in, attempt to engage in or incite or otherwise cause any other person to engage in any Prohibited Practice;
 - 3.1.13. It is your sole responsibility to ensure compliance with your applicable local or national laws before registering and/or placing Wagers with the Company;
 - 3.1.14. You will not allow or authorise any other person or third party (including but without limitation to, any minor) to use the Company's services, use your Account or accept any Winnings on your behalf; and/or
 - 3.1.15. You are not currently or (have not been within the last six months) an employee or contractor of the Company or immediate family member of each, whereby



immediate family members shall include, but not limited to, spouse, children, parents, siblings, grandparents and grandchildren.

3.1.16. Any breach of any of your representations and warranties will be deemed a breach of these Terms and Conditions which may result in the immediate closure of your Account and the forfeit to the Company of all funds available in the Account.

3.2. You acknowledge and agree:

3.2.1. That the Company is legally licensed for the provision of gaming services (hence the Company taking the position that it is rendering Services), and that the Company is making an effort not to take business from Prohibited Jurisdictions or customers in or from Prohibited Jurisdictions;

3.2.2. Your use this Website at your sole risk and further understand and agree that by using the Website and/or the Services offered herein, you may lose money on wagers placed and you accept full responsibility for any such loss;

3.2.3. You will forthwith report any and all Winnings to the proper authorities if you reside in a jurisdiction where such Winnings are taxable or are otherwise required by law to be disclosed, and the Company shall not, in anyway, be liable for your failure to do so; and/or

3.2.4. If you wish to place a wager with the Company, that there may nevertheless be specific laws in your country, place of residence, or the place where such wagers are placed from, which prohibit Online Gambling or the use and access of this Website; and that accordingly, you will not access or register on the Website at any time from within a jurisdiction that prohibits the access or use of this Website for any reason whatsoever; from within a jurisdiction that prohibits Online Gambling; or if you are a citizen or resident of a Prohibited Jurisdiction; or if the payment of any winnings to you would expose the Company to any sanction, prohibition or restriction;

3.2.5. To take independent legal advice on any aspect of these Rules and Regulations and any aspect of gaming and gambling on this Website in advance of commencing play;

3.2.6. To fully indemnify, defend and hold the Company, and its officers, directors, employees, consultants, advisors, agents and suppliers harmless, immediately upon demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, (regardless of theory of law) arising out of suffered by us as a result of any of the following:

- your breach of any of the Rules and Regulations;
- your engagement or participation in Prohibited Practice, Fraud, Wrongdoing;
- any money laundering activity associated with you and/or your Account with the Company;
- any other liabilities arising out of your use of the Website or where you permit use by any other person, including your failure to keep your Account Information secure.

3.3. If it is reasonably suspected or determined by the Company, using reasonable measures and at its sole discretion, that:

3.3.1. You are a minor or mentally incapacitated individual lacking the legal ability to consent to the making of contract;

3.3.2. You failed to abide by any Rule or Regulation (including engaging in or contributing to any Wrongdoing, Fraud or Prohibited Practice) or are suspected of money-laundering or other criminal activity;

3.3.3. that you have "charged back" or denied any of the purchases or deposits that you made to your Account;

3.3.4. In our reasonable opinion your continued use of the Services may be detrimental to the Company's regulated status, including its continued ability to be licensed under the Betting Lotteries and Gambling Act and any amendments or substitutions thereof; and/or

3.3.5. You become bankrupt or suffer analogous proceedings anywhere in the world;

then the Company shall have the right, in respect of your Account (and/or any other group company account held by you) without limiting its ability to seek alternative remedies, and in its sole and absolute discretion:

- to subject you to checks to further verify your Personal Information;
- to carry out further investigations into your Account, patterns of play and/or your background;
- to notify its Regulator, the Financial Reporting Centre and/or the National Police Service of any suspicions we may have;
- to cancel, close, freeze or suspend your Account indefinitely and to terminate the provision of all Services to you;
- to void any wagers or withhold your funds or deem your funds forfeit;
- to withhold the whole or part of the balance and/or recover from the Account the amount of any deposits, pay-outs, bonuses or Winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in any other section;
- to take legal action against you; and/or
- to restrict your ability to use the Website or Services, to place a Wager or otherwise wager with us.

3.4. The rights set out in this section are without prejudice to any other rights (including any common law rights) that we may have against you, whether under these Terms and Conditions or otherwise.

3.5. You acknowledge that the Company manages players' accounts and calculates available funds, pending funds, funds used to wager, any applicable tax, as well as

the amount of the winnings. Unless proven otherwise, these amounts are considered as final and are not subject to challenge.

- 3.6. You will be liable for any taxes levied pursuant to the legislation prevailing at the material time or as may be assessed by the tax authorities. These taxes will be paid out or withheld at source (as the case may be) in accordance with the provisions of law. All taxes paid out or withheld (as the case may be) in accordance with the provisions of the law shall not be refundable by the Company. In the event that you are eligible for any refund, you may make a claim to the Kenya Revenue Authority.
- 3.7. In exercising any of our rights under this section, the Company shall use reasonable endeavours to ensure that, while complying with the Company's regulatory and other legal obligations, the Company exercises such rights in a manner which is fair to you and to its other customers.

4. Account Opening and Closing, Dormant Accounts

- 4.1. To access the Company's gaming services and place a wager (or otherwise make a permitted wager), you must first register on the Website and open an Account.
- 4.2. You may open only one Account, which must be in your own name, on the Website and with the Company. Any additional Accounts that are opened will be closed by the Company. You agree that the Company shall use any method we deem reasonable to determine if two or more Accounts belong to the same customer.
- 4.3. In order to open an Account with us, you agree to provide all relevant Personal Information to the Company on registration. It is your responsibility to ensure that your Personal Information is kept up-to-date on your Account.
- 4.4. You agree Company to provide the Company with any documentation to verify the Personal Information you have provided to the Company. Such documentation is collected in line with the Proceeds of Crime and Anti-Money Laundering Act and includes true copies of your birth certificate; a national identity card; a driver's licence; a passport; or any other official means of identification as may be prescribed by law;
- 4.5. You authorise the Company and any third parties authorised by us to use any lawful means that the Company considers necessary to verify the Personal Information you have provided as set out in the online registration form, including the use of third party online data verification agencies.
- 4.6. The Company may, in its sole discretion, cancel your Account and exclude you from participating if you fail to provide sufficient proof of age or we are unable to otherwise verify your Personal Information to our satisfaction.
- 4.7. In addition, the Company reserves the right of accepting or rejecting registration, or to suspend or close any Account, for any reason whatsoever without explanation to you.
- 4.8. Your Personal Information will be used in line with our Privacy Policy.
- 4.9. When the online registration form has been submitted to, and accepted by, the Company, you will receive an email and/or a SMS via your registered email address and/or mobile phone number confirming successful registration of your Account. You



will need to verify at least your mobile number or email address before a registration is accepted. After acceptance, you will be deemed a Registered Customer.

- 4.10. As a Registered Customer, you will choose your own username and password ("Account Access Information") which you will only use personally. It is your responsibility to ensure that the Account Access Information remains confidential at all times and you shall be fully responsible for any misuse and/or unauthorised disclosure of Account Access Information to any third party. If you are concerned that your Account Access Information has been made available, its security has been compromised or has been accessed by any third party, you must notify the Company immediately whereupon new Account Access Information will be advised.
- 4.11. Any wagers or requests made online where the correct Account Access Information has been used will be considered valid and binding on you and the Company. Only after your notification to the Company that your Account Access Information has been compromised and the Company suspending the Account will Wagers or requests made online with the Account Access Information be deemed void.
- 4.12. The Company may require you to change your password or your Account Access Information from time to time. The Company may suspend your Account if the Company has reason to believe that there is likely to be a breach of security or misuse of your Account or of the Website.
- 4.13. It is your responsibility to actively maintain your Account with the Company. To maintain an active Account, you are required to log into your Account at least once in any three-month period. If no such activity is recorded, your Account will be categorised as a Dormant Account. The Company will attempt to contact you using the registered details provided to the Company by methods such as telephone or e-mail following your Account becoming dormant. If we have not established contact with you by such means and your Account is not re-activated within 30 days after it was categorised as a Dormant Account, your account will be suspended or closed by the Company.
- 4.14. You may cancel your Account with the Company at any time by written notification to the Company at care@finixcasino.info. If you decide to cancel your Account with the Company, you must stop using the Website immediately. Only after confirmation by the Company that your Account has been cancelled will wagers or requests made online with the Account be deemed void. You will continue to be liable for any activity on your Account until such confirmation of Account cancellation from the Company.

5. Deposits and Withdrawals

- 5.1. When depositing funds, you **MUST** use a payment method that is owned by you personally. We reserve the right to close your Account with immediate effect should we become aware or have reason to believe that you are using another person's (including business) payment method and we will notify the relevant authorities with details of our investigation. In case of closure, your deposit may be forfeited.
- 5.2. The Company will not charge you for any deposits made save for a deduction of any taxes required by law. However, please be aware that some payment methods like mobile money may apply a charge (and attendant taxes) for transactions involving the transfer of the funds.

- 5.3. Withdrawal payments can ONLY be made to the Registered Customer. Where possible all withdrawals will be processed back to the same payment method from which the deposits were made.
 - 5.4. Withdrawals will be approved in accordance with the set minimum and maximum withdrawal limits. For large amounts more than the set limits the withdraw process will require additional arrangements to be made.
 - 5.5. Where we must process back to a different method of payment to that used to deposit funds, we reserve the right to carry out further checks on your Personal Information and to request additional documentation from you to verify the same. If we are unable to sufficiently verify your identity and/or ownership of the Account at the point of withdrawal, we reserve the right to suspend your Account indefinitely until we are able to verify your identity and payment methods.
 - 5.6. You are obliged to inform the Company, as soon as reasonably possible, of any error in any payments you received from, or payments paid to, the Company. Failure to provide prompt notice may result in the loss of your deposit or Winnings.
6. AML and Fraud Controls
- 6.1. To comply with the relevant money laundering and terrorist financing legislation, you may be required, at any time, to provide us with satisfactory evidence of identity and residence, authorisations to use certain funds, source of funds and/or source of wealth, and any other documents we reasonably require to satisfy regulatory obligations that apply to us like your birth certificate; a national identity card; a driver's licence; a passport; or any other official means of identification as may be prescribed by law.
 - 6.2. To maintain a high level of security to protect customer funds, the Company may perform random security checks. You hereby accept that the Company maintains the right to demand additional information and/or documentation from you in order to verify your identity as the Account holder for the purpose of such security check.
 - 6.3. You should check your Account balance each time you access the Website. In the event of any discrepancies in your Account balance, it is your responsibility to notify the Company at the earliest opportunity of such discrepancy in your Account balance and provide the Company with your record of transactions since the date when you last verified your Account balance. Should the Company not receive any notification of any such discrepancies in your Account balance for a particular month within thirty (30) calendar days from the last day of the said month, you agree to forfeit any and all claims for any discrepancies in your Account balance and accept all information in your Account at the end of the said period.
 - 6.4. You may withdraw funds from your Account at any time providing all payments have been credited to your Account balance and where your deposit has been used or when not used you make the request within 48 hours of registering a new Account and depositing or at the discretion of the Company; and providing always that no circumstances breaching any provision of section 3, above, applies.
 - 6.5. The Company reserves the right to retain any funds remaining in your Account as a guarantee of your obligations hereunder and/or any liability arising from the said breach of these. In this event, however, pending wagers will be honoured, provided



always that you have properly placed the wagers in accordance with the Rules and Regulations.

- 6.6. If you are deemed to be under the legal age or are categorised as a mentally incapacitated individual and as such not legally entitled or capable of entering into a contract for gambling services at the time you made any gambling transactions with the Company, then all transactions made whilst you were underage or mentally incapacitated will be made void, and all related funds deposited by you will be returned via the payment method used for the deposit of such funds, wherever practicable.
- 6.7. Any deposits made whilst you were underage or mentally incapacitated will be returned to you, net of any funds used for Wagers that have already been settled. Any unsettled Wagers will be voided and the amount of such voided unsettled Wagers will be returned to you; and any Winnings which you have accrued during such time when you were underage or mentally incapacitated will be forfeited by you (and may be deducted from the amount of any deposit returned); Your Account will be closed; and we may refer and/or report the matter to the police, your official guardians and appropriate regulatory authorities.

7. Responsible Gambling

7.1. The Company is committed to responsible gaming. As part of our responsible gaming policy, you may at any time limit your play or exclude yourself totally from the Website if you have concern about your gambling activity. You may:

7.1.1. exclude yourself from playing altogether temporarily or permanently

7.2. You may exclude yourself from access to this Website for a period of twenty-four (24) hours, one (1) Week, one (1) month, six (6) months, one (1) year, or permanently by contacting us. Once your Account is self-excluded, you will be prohibited from using your Account. Any request to remove self-exclusion applied or to open a new Account during the exclusion period will be declined without exception. The Company will use all reasonable measures to return funds held in your Account to you and to ensure you do not receive any marketing communication during the exclusion period. We also reserve the right to notify our affiliates and any other similar service providers (if any) as a means of preventing marketing communication being sent to you during the exclusion period. Any running wagers placed prior to self-exclusion applied will continue to be in place and Winnings (if any) will be returned to you as soon as the event is settled. Your self-excluded Account can only be re-opened strictly upon your request following expiry of the exclusion period, wherein your Account will be re-opened after a 24-hour cooling off period. If you have applied permanent exclusion, your Account will be excluded permanently and re-opening will not be possible. The Company reserves the right to exclude you for a longer period at our discretion. Self-exclusion applied on your Account on this Website does not automatically apply on, or extend to, any other account(s) that you may have registered via other website(s).

7.3. Full details of the Company's responsible gambling policy can be viewed [here](#).

8. Terms of wager Acceptance

8.1. The Company will only accept wagers from Registered Customers made online via the Website.

- 8.2. You are only deemed to have placed a wager if you are a Registered Customer at the Website, and your wager is deemed to be placed from the jurisdiction of the Internet Protocol Address recorded by the Company from where you are accessing the Website. A wager is deemed accepted only when it has been accepted and recorded by the Company's gaming server. The Company will notify you through the Website when such wager has been accepted and recorded by the Company in accordance with the above. A wager is deemed completed when accepted and recorded in the Company's gaming server and you have been notified of said acceptance and recording, all in accordance to these terms and conditions.
- 8.3. When you have successfully placed a wager on the Website, you will receive an electronic acknowledgement (notice), which is confirmation of acceptance and record of the wager by the Company.
- 8.4. A wager will be deemed void if it is not transmitted in full, including but not limited to, instances where the wager transmission has been disrupted or interrupted due to technical problems.
- 8.5. You will not be allowed to cancel or change your wagers once these wagers have been placed, accepted and recorded by the Company, and the Company is under no obligation to cancel wagers that have been validly placed, accepted and recorded in accordance with these terms and conditions. If there is any dispute relating to the placement of a wager, you should notify the Company before the finalisation of the acceptance of such wagers and/or before the event on which the wager has been placed occurs. The Company shall investigate such disputes accordingly and resolve them reasonably in its sole and reasonable discretion.
- 8.6. For the protection of your interest and that of the Company, all electronic transactions will be recorded by the Company. When a dispute occurs, which cannot be resolved by the Company's management, the relevant recording(s) may be used as evidence in such a dispute.
- 8.7. In the event of a complaint or dispute, please contact us at care@finixcasino.info and we will endeavour to resolve the matter fairly and efficiently. You may request for the matter to be escalated and reviewed by a manager if you are not satisfied with the initial resolution. Calls to and from our Customer Care department may be recorded for security and quality control purposes. If we are unable to resolve the matter, you may refer it to the Betting Control and Licensing Board.
- 8.8. The Company shall use reasonable endeavours to prevent, and does not accept any responsibility for, the failure in any equipment or telecommunication that prevents the correct placing, accepting, recording or notification of wagers. In the event that a wager is already placed then the wager and any Winnings or losses will be voided and stakes returned.
- 8.9. The Company reserves the right to suspend or prohibit gaming at any time without prior notice to you at the Company's sole and absolute discretion. When a market is suspended or access to it prohibited, any attempted wagers entered thereafter will be rejected.
- 8.10. The Company reserves the right, at its sole and absolute discretion and without explanation to you, to refuse any wager or part of any wager, and/or to suspend

or close an Account at any time for any reason, if we have reasonable belief that continued use of the Account would create damage or loss of any kind to you or to the Company due to continued breach of the Rules and Regulations. In this case, we will endeavour to process any refunds of funds owed to you within 72 hours subject to their being no contrary provision in the Rules and Regulations i.e. suspected fraud or money laundering. You may be required, in any such circumstances, to provide us with satisfactory evidence of identity and residence, and any other documents we reasonably require to satisfy regulatory obligations that apply to us before a refund is processed.

- 8.11. The Company shall not, in any event, be liable for any damages or losses that are deemed or alleged to have resulted from or been caused by the Website or its Content, including but without limitation to, delays or interruptions in operation or transmission, communications lines failure, any person's use or misuse of the Website or its Content, or any errors or omissions in Content in relation thereto.
- 8.12. Wagers will be accepted up to the advertised deadline for any given event. Such deadlines are deemed to be incorporated by reference into these terms and conditions and which you have agreed to. If a wager is inadvertently accepted after its deadline, the wager shall be deemed void and the Company reserves the right to void any such wager.
- 8.13. Your Account must have a positive funds balance which is equivalent to or more than the wager amount for you to be able to place wagers, failing which it will not be allowed.
- 8.14. You acknowledge and agree that your Account with the Company is not a bank account. Any funds deposited with the Company in your Account shall not attract any interest. The Company will deposit your funds in a client account established in accordance with the provisions of the Law.

9. Payment of Winnings

- 9.1. Winnings will be credited to your Account following confirmation of the final result from the relevant, official source.
- 9.2. The legitimate winnings payable by us to any Registered Customer are set out in the Game Rules.
- 9.3. The Company reserves the right to reasonably withhold any pay out or winning amount until the identity of the winning person is verified to our satisfaction in order to ensure that payment of the winning amount is being made to the rightful person. For this purpose, the Company further reserves the right, at our sole discretion, to require you to provide us with a notarised copy of the appropriate identification and proof of address document, and any other document we reasonably deem appropriate and/or relevant.
- 9.4. In the event that the Company suspects Fraud or fraudulent activity on your part or any of your payments are charged back, the Company reserves the right to withhold any pay-out or Winning amounts due to you and if necessary, to lawfully collect any payments owed by you. You agree to reimburse the Company all expenses incurred by the Company associated with its collection of payments owed by you.

9.5. The Company reserves the right to withhold or otherwise decline or reverse any pay-out or winning amount or amend any policy in the event that we suspect that you are taking unfair advantage, or are abusing or attempting to abuse any of the following: bonuses; promotions; or specific policy or rules in respect of an existing game or a new game, as set out in the Promotion Terms and Conditions.

9.6. Should funds be credited to or debited from your Account in error, it is your responsibility to notify the Company of the error without delay. Any sums credited to you due to the error will be deemed invalid and must be returned to the Company. You may not withdraw or place wagers using funds credited to your Account in error and the Company reserves the right to claw back all such funds withdrawn, and to void any transaction (including wagers) associated with such funds. You hereby agree to return any erroneously credited funds that you may have withdrawn, and/or Winnings from wagers placed using such erroneously credited funds.

10. Disputes

10.1. You understand and agree that, without prejudice to other rights and remedies (including the referral to an agreed dispute resolution process), the Company's records and subsequent management decision may be used in determining the terms of your participation, the activity resulting therefrom and the circumstances in which they occur. Any disputes can be raised in accordance with this section.

11. Reservations of Rights, Limitations of Liability

11.1. The Company will not be held responsible for any typographical, technical, or human error in the recording of results. In the event of error, the Company reserves the right, at its sole discretion, to either void any affected wagers at any time or to correct the error.

11.2. The Company shall use reasonable endeavours to ensure there are no errors, inaccuracies or ambiguity on the Website and Contents, and we will not, under any circumstances, be held liable in equity, contract, tort, negligence, or otherwise (or any theory of law) for any damages or losses whether direct, indirect or any other nature, without limitation, that are deemed or alleged to have resulted from or been caused by the Website or its Content including, but without limitation your placing or failing to place a wager or receiving our Services; our processing of your Personal Information; our disclosure of your details to relevant authorities as a matter of our licence conditions or applicable law; any error or omission on the part of any or our employees, contractors or third party suppliers in the provision of the Services; and/or any other errors, inaccuracies or ambiguity in the Website or its Contents, failures, malfunctions, delays or interruptions in operation or transmission, communication line failure, any persons, use or misuse of the Website or its Content, any errors or omissions in Content, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary or consequential loss or damage (even where you have notified the Company of the possibility of such loss or damage); any Force Majeure Event.

11.3. The limitations of liability in section 11.2 above will apply to the fullest extent permissible at law, but the Company does not exclude liability for:

11.3.1. death or personal injury caused by its own negligence, its officers, employees, contractors or agents;

- 11.3.2.our fraud or fraudulent misrepresentation; and/or
- 11.3.3.any other liability which may not be excluded by law.
- 11.4. The Company will not be responsible for any breach of these terms and conditions caused by circumstances beyond its reasonable control, (“Force Majeure Event”). These events include, without limitation, the following: regulatory change or court order, war, strike, riot, crime, pandemic or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption, delays, losses, errors or omissions in or made by the postal or other delivery service or by the banking system, the acts, decrees, legislation, regulations or restrictions of any government or regulator or failure of the Internet, internal systems, failure or incapacity of the system caused by hacking, phishing or similar attack or failure of any telecommunications system.
- 11.5. The Company reserves the right to withdraw the Website or elements of the Website at any time, and save for any rights that you may have over funds in your Account, the Company will not be liable to you in any other way as a result of any such action.
- 11.6. The Company reserves the right to transfer, assign or sub-license these Terms and Conditions, in whole or in part, to any person without the requirement of obtaining your consent but will use reasonable endeavours to notify you at the earliest opportunity.
- 11.7. The Company will take reasonable steps to prevent and detect Prohibited Practices, Fraud and Wronging, and to identify the relevant persons concerned if they do occur. However, the Company will not be liable for any loss or damage whatsoever which you may incur as a result of any Prohibited Practice, and any action the Company takes in respect of the same will be at our sole discretion.
- 11.8. The Company reserves the right to inform relevant authorities, other online gaming or gambling operators, other online service providers and Telcos, banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected Prohibited Practice by you, and you shall cooperate fully with the Company to investigate any such activity.
- 11.9. The Company reserves the right, at its reasonable discretion, to void any wager or Winnings, and/or to suspend payment out of your Account pending a full investigation (including providing details to the relevant law enforcement agency and regulator where appropriate) where we suspect that funds may have been deposited, and are attempted to be withdrawn, by you for the purposes of or in connection with money laundering, terrorist funding, match fixing, fraud or any other illegal purpose. Full repayment of the funds in your Account will be made to you where the investigation reveals no evidence of money laundering, terrorist funding, match fixing, fraud or other illegal purpose.
- 11.10. The Company reserves the right to restrict access to the Website and/or access to gambling facilities with respect to all or certain gaming products and/or individual games for persons participating from certain countries. This may be due to regulatory, business, supplier restrictions or other reasons that may change from time to time. Rather than set these continually changing country restrictions out in these



Terms and Conditions, we instead will make it clear and specify in the registration, deposit, product or game access or download pages in the Website as relevant, the country specific restrictions that apply to your access and use of the Website depending on your country of participation.

- 11.11. The Company reserves the right to inform relevant authorities, other online gaming or gambling operators, other online service providers and banks, Telcos, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected Prohibited Practice by you, and you shall cooperate fully with the Company to investigate any such activity.

12. Use of the Website and Software

- 12.1. The Company hereby grants you a personal, non-exclusive and non-transferrable right to use the Software required for the use of the Website (the "Software") for participation in the Services provided by us subject to you not being permitted to:
 - 12.1.1. install or load the Software onto a network server or take other steps to make the Software available via any form of bulletin board, online service or remote dial-in, or network to any other person;
 - 12.1.2. sub-license, assign, rent, lease, loan or transfer), the license to use the Software or make a copy (except for the purposes of back-up) or distribute copies of the Software;
 - 12.1.3. translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modify the Software, other than as permitted by law;
 - 12.1.4. copy or translate any user documentation provided 'online' or in electronic format, other than as permitted by law;
 - 12.1.5. reverse engineer, decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the Software or to create derivative works based on the whole or on any part of the Software; and/or
 - 12.1.6. enter, access or attempt to enter or access or otherwise bypass the security system or interfere in any way (including but not limited to, robots and similar devices) with the Software or the Website or attempt to make any changes to the Software and/or any features or components thereof.
- 12.2. You do not own the Software. Your use of the Software does not give you ownership of any intellectual property rights in the Software. The Company retains all IP Rights of the owner and/or legitimate licensee in the Software and/or the Website, including, without limitation, all trademarks, database rights and copyright, and grants you a limited use, non—transferrable license solely for use of the Software and the Website for the duration of your play. Any use of the Company's IP Rights outside placing a Wager or engaging in the Services shall constitute an infringement of the Company's rights and may result in the closure of your Account, forfeiture of your funds and ultimately in the Company taking legal action against you.
- 12.3. The Software is provided as is without any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. We hereby exclude all implied terms, conditions and warranties (including any of the merchantability,



satisfactory quality and fitness for any particular purpose) and we do not warrant that the Software will meet your requirements.

- 12.4. The Company does not warrant that the Software will be non-infringing or that the operation of the Software will be error-free or uninterrupted or that any defects in the Software will be corrected, or that the Software or the servers are virus-free. In the event of communication or system errors occurring in connection with the settlement of accounts or other features or components of the Software, neither the Company nor the Software Provider will be liable to you or any third party for any costs, expenses, losses or claims arising resulting from such errors. The Company further reserves the right in the event of such errors to remove all relevant games from the Software and the Website, and to take any other action necessary to correct such errors.
- 12.5. Links to third party websites provided on this Website are solely as a convenience to you. If you use these links, you will be directed to those websites and your use of those websites will be governed by Terms and Conditions applicable to those websites.
- 12.6. You agree to fully pay any and all payments due to the Company or any third party in connection with the use of the Website. You further agree not to make any charge-backs and/or renounce or cancel or otherwise reverse any of your due payments and in any such event, you will refund and compensate the Company for such unpaid payments including any expenses incurred by the Company in the process of collecting your payment.
- 12.7. In any event the Company shall not be liable for any direct, indirect or consequential damages, claims, fees, expenses, claims or losses suffered by you as a result of any of the events anticipated in section 12.4 above; and shall not be liable for any other section in these Terms and Conditions to any amount exceeding your average monthly account balance based upon your wagering activities in the previous 12 months.
- 12.8. You hereby acknowledge that it is not in the Company's control how you use the Software. You load and use the Software at your own risk and in no event shall the Company be held liable to you for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from our negligence).
- 12.9. The Software may include confidential information which is secret and valuable to the Software provider and/or the Company. You are not entitled to use or disclose that confidential information other than strictly in accordance with the terms of these Terms and Conditions.

13. OFFERS, BONUSES, PROMOTIONS

- 13.1. The Company may, from time to time make promotional offers and bonuses to any customer. The promotional offers and bonuses are offered at the sole discretion of the company and may be withdrawn at any time.
- 13.2. Where any term of the offer or promotion is breached or there is any evidence of a series of stakes placed by a customer which due to a deposit bonus, enhanced



payments, free stakes or any other promotional offer results in guaranteed customer profits irrespective of the outcome, whether individually or as part of a group, the Company reserves the right to reclaim the bonus element of such offers and in the Company absolute discretion settle stakes at the correct odds, void the free stakes or void any stake funded by the deposit bonus. In addition, the Company reserves the right to levy an administration charge on the customer up to the value of the deposit bonus, free stake or additional payment to cover administrative costs. The Company further reserves the right to ask any customer to provide sufficient documentation for the Company to be satisfied in its absolute discretion as to the customer's identity prior to the Company crediting any bonus, free stake or offer to the customer's account.

13.3. The Company reserves the right to amend the terms of or cancel any customer offer at any time.

13.4. Drops & Wins Slots – Please refer to each Weekly Tournament for specially applicable rules and regulations.

14. General Legal Terms

14.1. If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part- provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provision of these Terms and Conditions shall not be affected.

14.2. The failure or delay by us at any time in enforcing any right or remedy under these Terms and Conditions shall not be construed as a waiver of any future or other exercise of such right or remedy.

14.3. The construction, validity and performance of this Agreement will be governed by the laws of the Republic of Kenya and subject to the exclusive jurisdiction of the Republic of Kenya. However, this shall not prevent the Company from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

14.4. The English language version of these Terms and Conditions will prevail over any other language version issued by the Company.

14.5. The use of the singular, masculine, feminine or neuter may be a reference to any other gender or the plural as the context requires.