# **UPON THE REGISTRATION**

1.1. Upon registration, players must identify themselves with name, date of birth, residential address, contact email address, and mobile number;

1.2. Upon registration, players "check box" the following questions:

3/4 I am 18 years or older

3/4 I am playing for myself and with my own money

3/4 This is my first/only registration @....com

3/4 I have not self-excluded from any gambling website in the past 12 months 3/4 I have read and accept the terms and conditions

3/4 I declare that all information provided by me to ...com is correct and can be verified and I understand that providing any form of incorrect information will void all winnings of my plays on ...com

3/4 I am aware and acknowledge that ....com sets certain limitations to the maximum prizes that can be won per day/week/month and/or can be withdrawn per day/week/month.

(!) Initial T&C should be explicitly accepted during the account registration. Meaning that the checkbox should not be pre-checked automatically. Users must tick the box themselves having an active link to the T&C with the option to download PDF at a given time.

1.3. A digital copy/key/record must be generated as proof of the above acceptance and saved by the operator – the record must contain the information about all confirmations given indicating the date, time, and personality of the player;

1.4. After initial registration, a confirmation email must be sent to the registrant with the link to the T&C placed on the webpage. On the webpage, T&C needs to be available for download in PDF format, including date, time, and version number.

# **1. INTRODUCTION**

By using and/or visiting any section of www.portbet.com (hereinafter referred to as the "Website") or by opening an account on the Website you agree to be bound by: General Terms and Conditions, the Privacy Policy, any game rules, any terms and conditions of promotions, bonuses and special offers which may be found on the Website from time to time. All of the terms and conditions listed above shall together be referred to as "the Terms". Please read the Terms carefully before accepting them. If you do not agree to accept and be bound by the Terms please do not open an account, and/or continue to use the Website. Your further use of the Website will constitute your acceptance of the Terms.

# **2. PARTIES**

The information on the web-site is provided by the web-site operator under the license of the U.K.C Entertainment N.V, a Curacao, Netherlands Antilles (Kaya Richard J.Beaujon Z/N, Curacao) based company which is fully licensed and regulated by the laws of that country. Inpulsio Ltd the Payment Processor is governed by Cyprus law. Such terms as "us", "our," "we" or the "the Company" are references to the relevant company you are contracting with, as specified above.

E-GAMING LICENSES (a subsidiary of U.K.C Entertainment N.V)

Legal address New Horizon Building, Ground Floor, 3 <sup>1</sup>/<sub>2</sub> miles Philip S.W.Goldson Highway, Belize City, Belize

Email: complaints@gaminglicences.com

Phone : +371 22 111 700

U.K.C Entertainment N.V,

Legal address – Heelsumstraat 51 Curacao, CW

E-GAMING LICENSES is the Payment Processor and U.K.C Entertainment N.V is the License Holder under License Number 8048/JAZ.

Email: info@portbet.com

# **3. CHANGES TO THE TERMS**

3.1. The Company reserves the right to amend, modify, update and change any of the Terms, that might be related to commercial, legal (to comply with new laws or regulations) or customer service Terms as well, for a number of reasons. The most up-to-date Terms and the dates of their activation are available on the Website. We will notify the player of any such amendment, modification or change by publishing the new version of the Terms on the Website. It is the responsibility of the player to make sure that he is aware of the current terms and conditions of the Website and the Company advises its players to check for updates on a regular basis. The Company reserves the right to modify the Website, services and software and/or change the system specification requirements necessary to access and use the services at any time and without prior notice.

3.2. If any change is unacceptable to you, you may either cease using the Website, and/or close Your Account by complying with paragraph 12 of the Terms. Your continued use of any part of the Website after the date on which the Terms are stated to come into effect will be deemed to be your binding acceptance of the revised Terms, including (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identity of the Company in paragraph 2.1 of the Terms, whether or not you have had notice of, or have read, the revised Terms.

# **4. LEGAL REQUIREMENTS**

4.1. No-one under the age of 18 or the age of legal consent for engaging in the activities included in the services under the laws of any jurisdiction is may use the website under any circumstances and any person who has not come of Legal Age and uses the services will be in breach of the Terms. The Company reserves the right to request proof of age at any stage to verify that persons under the Legal Age are not using the services. The Company may cancel a person's account and exclude a person from using the services if proof of age is not provided or if the Company suspects that a person using the services is not of Legal Age.

4.2. Internet gambling may not be legal in some jurisdictions. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction. Using the services on the Website is at your sole option, discretion and risk, and only you are responsible for ascertaining whether it is legal in your jurisdiction.

4.3. The Company does not intend to make you contravene applicable law. You approve, warrant and agree that your use of Website services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Website services by you.

4.4. The Company forbids creating accounts, making any deposits or using them by residents of the United States of America, Spain, Italy, France, United Kingdom, Turkey, Portugal, Germany, Hungary and Netherlands. This list of jurisdictions may be changed by the Company from time to time with or without notice. You agree that you are neither allowed to open an account, nor to use Your Account, if you are either resident or located in any of the listed jurisdictions, otherwise your account will be blocked. The company may at its sole discretion make a decision regarding deposit or balance withdrawals or any other funds placed on blocked accounts.

4.5. You are fully responsible for any applicable taxes and fees resulting from proceeds gained from the use of the Website. If winnings are taxable in your jurisdiction, you are required to keep track and report the winnings to the appropriate authorities.

# **5. OPENING YOUR ACCOUNT**

5.1. To be able to use the Website services, you should open an account ("Your Account") by providing your login, e-mail address, choosing the account currency ( $\mathbb{P}/\mathbb{E}/\$$ ) and a secure password which will be further used for accessing the system, and by filling in some information of a personal character required to complete the registration, including your name, date of birth and phone number.

5.2. Your name on Your Account must match your true and legal name and identity. To verify your identity, the Company reserves the right to request at any time satisfactory proof of identity (including but not limited to copies of a valid passport / identity card and/or any payment cards used). Failure to supply such documentation may result in suspension of the account.

5.3. You certify that you have provided accurate, complete and true information about yourself upon registration and will maintain the accuracy of your information by promptly updating any registration information that may have changed. Failure to do so may result in account closure, account limitations or voiding of any transactions (bonus, winnings).

5.4. If you have any questions or if you encounter any problems during registration, you can contact our Support Service by sending an email to support@portbet.com.

5.5. You may only open a single account on the Website. In all cases, only one account per customer, per household, per address, per shared computer and per shared IP address will be allowed to sign up and use services of portbet.com. Any other account you open on the Website will be considered as the "Duplicate Account". You are obliged to inform the Company that you want to create a Duplicate account due to the original account access loss or any other important reason and receive a permission from the Company before the Duplicate account is created. In any other cases all Duplicate Accounts may be immediately closed by the Company and:

5.5.1. all transactions made from the Duplicate Account will be made void;

5.5.2. any returns, winnings or bonuses which you have gained or accrued during the time the Duplicate Account was active will be forfeited from you and a return may be claimed by us. Any funds withdrawn from the Duplicate account shall be returned to us on demand.

5.5.3. the Company is not obliged to compensate any funds from both bonus and real money balances of the Duplicate account. The Company reserves the right to make a decision, at its sole discretion, concerning the return of any lost funds that were used for bets made via the Duplicate Account.

5.5.4 the Company does not accept any requests on fund returns which have been lost or initially deposited on the Duplicate Account in case if the Duplicate Account was created with intent of receiving bonuses and other promo offers, as well as if a number of Duplicate Accounts were created with a purpose of receiving a return of the first deposits made on previously created Duplicate Accounts, which is considered to be an intentional abuse. If the Company decides at its sole discretion that the Duplicate Accounts were created only with a purpose of fraud and/or abuse of the following Terms and Conditions neither fund deposited on this Duplicate Account will be returned to the player.

# 6. VERIFICATION OF YOUR IDENTITY; MONEY LAUNDERING PREVENTION REQUIREMENTS

6.1. In consideration of the rights granted to you to use the services, you represent, warrant, covenant and agree that:

6.1.1. You are not under the age of 18 or any legal age required for gambling or gaming activities under the law or jurisdiction that applies to you;

6.1.2. You are the rightful owner of the money in Your Account and all details provided by you to the Company either during the registration process or at any time thereafter, including part of any payment deposit transaction, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in your account.

6.1.3. You are fully aware that there is a risk of losing money when gambling by using services on the website and you are fully responsible for any such loss. You agree that your use of the services is at your sole option, discretion and risk. You shall have no claims in relation to your losses whatsoever against the Company.

6.1.4. You fully understand the methods, rules and procedures of the services and Internet gambling in general. You understand that it is your responsibility to ensure the details of bets and games are correct. You will not commit any acts or display any conduct that can harm the reputation of the Company.

6.2. By agreeing to the Terms you authorize us to undertake any verification checks we may require or that may be required by the third parties (including, regulatory bodies) to confirm your identity and contact details (the "Checks").

6.2.1 You may be asked to provide us with a copy of your credit/debit card's front and back where the first six digits, the last four digits, your full name, and the expiry date are fully visible. The CVV on the back of your credit/debit card must be masked.

6.3. During these Checks we may restrict you from withdrawing funds from Your Account.

6.4. If any information that you have provided is untrue, inaccurate, misleading, does not match your ID or otherwise is incomplete we reserve the right to terminate your account immediately and/or prevent you from using the services, in addition to any other action that we may choose to take.

6.5. If we are unable to confirm that you are of the Legal Age then we may suspend Your Account. If it turns out that you were under the Legal age at the time you made any gambling or gaming transactions, then:

6.5.1. Your Account will be closed;

6.5.2. all transactions made during that time will become void, and all related funds deposited by you will be returned;

6.5.3. any stakes or bets made during that time will be returned to you; and

6.5.4. any winnings which you have accrued during that time will be forfeited from you and you will be required to return to us all funds that were withdrawn from Your Account.

# 7. USERNAME, PASSWORD

7.1. After opening Your Account, you must not disclose (whether deliberately or accidentally) your username and password to anyone else. If you have lost or forgotten Your Account details you may recover your password by clicking on the "Forgot password?" link below the login window.

7.2. You are entirely responsible for maintaining the confidentiality of your password and you have sole responsibility for any and all activities that occur under your account. You remain liable for losses incurred by yourself or a third party on Your Account.

7.3. You must notify The Company immediately of any unauthorized use or theft of Your Account or any other breach of security. If requested you agree to provide The Company with evidence of such theft or unauthorized use. The Company will not be liable for any loss that you may incur as a result of someone else using your password, either with or without your knowledge.

# 8. DEPOSITS AND WITHDRAWALS

8.1. If you wish to participate in betting or gaming using the Website, You must deposit money into Your Account.

8.2. You accept that:

8.2.1. All money that you deposit in Your Account is untainted with any illegality and, especially, does not originate from any illegal activity or source; and

8.2.2. all payments made into your account are authorized and you will not attempt to reverse a payment made into Your Account or take any action which will cause such a payment to be reversed by a third party, in order to avoid any legitimate liability.

8.3. The Company does not accept 3rd party deposits, i.e. a friend, relative, partner, husband or wife. You must deposit from an account/system or credit card that is registered in your own name. If we discover during our security checks that this has occurred, all casino winnings will be forfeited and sent back to the casino and the original deposit to the rightful owner of the account/Credit Card.

8.4. If bank transfer is required to return the money to the rightful owner, all bank charges will be borne by the receiver.

8.5. We do not accept cash funds sent to us. We reserve the right to use third party electronic payment processors and/or financial institutions to process payments made by and to you in connection with your use of the services. Unless they do not conflict with the points of this Term, you agree to be bound by the Terms of such third party electronic payment processors and/or financial institutions.

8.6. By depositing money, you agree that you will not make or attempt to make any charge-backs, and/or deny or reverse any payment that you have made and you will reimburse the Company for any charge-backs, denial or reversal of payments you make and any loss suffered by the Company as a consequence thereof.

8.7. In case of suspicious or fraudulent payment, including the use of stolen credit cards or any other fraudulent activity (including any charge-back or other reversal of a payment) and including depositing with a purpose of money exchange between payment systems the Company reserves the right to block Your Account, reverse any made pay-out and recover any winnings. We are entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other unlawful activity and may employ collection services to recover payments. However, under no circumstances shall the Company be liable for any unauthorized use of credit cards, regardless of whether or not the credit cards were reported stolen.

8.8. We may at any time set off any positive balance on Your Account against any amount you owe to us when we re-settle any bets or wagers pursuant to Duplicate Accounts, Collusion, Cheating, Fraud and Criminal Activity or Errors.

8.9. You acknowledge and agree that Your Account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any banking or other system insurance. Additionally, any money deposited in Your Account will not earn any interest.

8.10. You agree to pay for all goods and/or services or other additional services you ordered through the Website, as well as for any additional expenses (if necessary), including, but not limited, all possible taxes, charges, etc. You take full responsibility for timely payments for Website. Payment service provider only facilitates a payment for the amount indicated by the Website, and it is not responsible for paying by user of the Website the aforementioned additional funds/expenses. After clicking the "Pay" button the transaction is irrevocably deemed to be processed and executed. After clicking the "Pay" button you agree that you will not be eligible to cancel the payment or request to cancel it. By placing the order on the Website, you confirm and state that you do not violate legislation of any country. Also, by accepting these Rules (and/or Terms & Conditions), you, as cardholder, confirm that you are entitled to use Services offered via the Website. make legally binding declaration that you have reached or surpassed the legal age, which is considered as such by your jurisdiction in order to use Services provided by the Website. By starting to use the Website's Services you take legal responsibility for not violating the legislation of any country where this Service is being used, and confirm that the payment service provider is not responsible for any such unlawful or unauthorized violation. By agreeing to use the Website's Services, you understand and accept that processing of any of your payments is executed by the payment service provider, and there is no statutory right of revocation of already purchased goods and/or services or any other opportunities to cancel the payment. If you wish to reject to use Services for your next purchases of goods and/or services or other facilities on the Website, you can do that by using your Personal account/profile on the Website. Payment service provider is not responsible for any failure to process the data related to your payment card, or for the issuing bank's refusal to provide authorization of the payment with your payment card. Payment service provider is not responsible for the quality, quantity, price, terms or conditions of any goods and/or services or other facilities offered to you or purchased by you from the Website by using your payment card. When you pay for any of the Website's goods and/or services, you are primarily bound by the Website terms and conditions. Please note that only you, as the cardholder, are responsible for paying for all goods and/or services you have ordered through the Website and for any additional expenses/fees that can be applied to this payment. Payment service provider acts only as the executor of the payment in the amount stated by the Website, and it is not responsible for pricing, total prices and/or total sums. In case there is a situation when you do not agree with the aforementioned terms and conditions and/or other reasons, we ask you not to proceed with the payment, and, if necessary, contact directly the administrator/ support of the Website.

8.11. You may request withdrawal of funds from Your Account at any time provided that:

8.11.1. all payments made into Your Account have been confirmed as cleared and none have been charged-back, reversed or otherwise cancelled;

8.11.2. any Checks referred to in paragraph 6 above have been completed.

8.12. When making a withdrawal request certain points need to be considered:

8.12.1. All information in your Profile must be filled in , email address, mobile number , proof of address and passport/ID data should be verified;

8.12.2. Funds must be withdrawn with the same method used for depositing.

8.12.3. If the requested amount exceeds 2000 EUR or in case of any other purpose that administration may have in case of fraud investigations, the player identification procedure must be carried out by sending us a copy or a digital photograph of your identification documents, such as the Passport or an ID card (page with a photo), utility bill (mobile phone bill cannot be accepted). If you made deposits to your account with a debit/credit card, you may be asked to provide us with the digital copies of the cards' front side where the cardholder name, the expiry date, the first and last four digits of the card number are visible and readable.

8.12.4. When the withdrawal request is being created a player must have no active bonuses . In order to withdraw money you need to play all the active bonus rounds or cancel them.

8.12.5. The maximum amount a player can withdraw within a month is 70 000 EUR, except some particular cases pre-agreed with administration.

8.13. The deposit amount should be rolled over at least once before it can be withdrawn.

8.14. All withdrawal requests should be reviewed during 1 day (24 hours).

# 9. PLACING A BET OR GAMING

9.1. It is your responsibility to ensure that the details of any transaction which you place are correct before confirming the bet.

9.2. Your transaction history can be accessed by clicking "Cashier" on the Website.

9.3. We reserve the right to refuse the whole or the part of any transaction requested by you at any time in our sole discretion. No transaction shall be deemed accepted until you receive a confirmation from us. If you did not receive a confirmation that your transaction has been accepted, you should contact Support.

9.4. Your cancellation of an unmatched bet becomes effective once we send you confirmation of the cancellation. In the event that your cancellation request is not received

and processed in time, you acknowledge that your bet may remain outstanding and available for acceptance.

# **10. COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY**

10.1. The following activities are not allowed and constitute a material breach of the Terms:

10.1.1. providing information to third parties;

10.1.2. using an unfair advantage or influence (commonly known as cheating), including the exploitation of bugs, loopholes or errors in our software, the use of automated players (also known as 'bots'); or the exploitation of an 'error';

10.1.3. undertaking fraudulent activities to your advantage including the use of a stolen, cloned or otherwise unauthorized credit or debit card as a source of account deposits;

10.1.4. taking part in any criminal activities including money laundering and any other activities with criminal consequences;

10.1.5. colluding or attempting to collude and intending to participate, directly or indirectly, in any collusion scheme with any other player in the course of any game you play or will play on the Website.

10.2. Any free funds received from the Company (bonuses, etc.) also cannot be a subject for abuse by any means.

10.3. The Company will take all reasonable steps to prevent collusion or any attempts to collude; detect them and the corresponding players; and deal with the corresponding players accordingly. We will not be liable for any loss or damage which you or any other player may incur as a result of collusive, fraudulent or otherwise illegal activity or cheating and any action we take in this respect is at our sole discretion.

10.4. If you suspect a person is colluding, cheating or undertaking a fraudulent activity you shall as soon as reasonably practicable report this to us by e-mail.

10.5. If the Company has a suspicion that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of the Terms, your access to the services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, the Company is under no obligation to refund to you any funds that may be in Your Account. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic

payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with the Company to investigate any such activity.

10.6. You shall use the services only in good faith towards both the Company and other players using the services. In the event that the Company deems that you have been using the services or the software in bad faith the Company shall have the right to terminate Your Account and any other accounts you may hold with the Company and the Company shall be entitled to retain all monies therein. You hereby expressly waive any future claims against the Company in such regard.

# **11. OTHER PROHIBITED ACTIVITES**

11.1. You must not use any abusive or aggressive language or images; swear, threaten, harass or abuse others, including other users, or behave in this manner towards the Company staff that operate or support the Website.

11.2. You shall not corrupt or flood the Website with information causing the Website to malfunction, nor shall you take any actions that may affect the functioning of the Website in any way, for example (but not limited to) releasing or propagating viruses, worms, logic bombs or any similar actions. Any multiple submissions or "spam" are strictly prohibited. You must not interfere or tamper with, remove or otherwise alter in any way any information available on the Website.

11.3. You shall use the Website for personal entertainment only and you are not allowed to reproduce the Website or any of its parts in any form whatsoever without first obtaining our express consent.

11.4. You must not attempt to gain an unauthorized access to the Website, the servers where 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 any similar type of attack. In case when this provision is breached 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 breach your right to use the Website will be ceased immediately.

11.5. We will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material that you suffer as a result of using the Website or downloading any material posted on the Website, or on any website linked to the Website.

10.6. It is prohibited to sell or transfer accounts between players or to deliberately lose chips or games in order to transfer chips to another player. An intentional loss of the game or a chip occurs when you lose a hand or a game in order to transfer money to another user.

# **12. DURATION AND TERMINATION**

12.1. You may terminate your account (including your username and password) at any time by sending an email to us at support@portbet.com from Email provided on portbet.com

12.2. Until you have received a confirmation from us stating that we have closed Your Account, you shall remain responsible for any activity on Your Account between the time when you send us an email and the time when your account is terminated by the Company.

12.3. The Company reserves the right to collect fees, surcharges or costs incurred before you cancel Your Account. If Your Account is terminated, suspended or cancelled, no refund will be granted, no other credits (e.g. bonuses, comp point etc.) will be credited to you or converted to cash or other form of reimbursement, and you will have no further access to Your Account.

12.4. Upon the termination of Your Account subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Term.

12.5 The Company may block or/and terminate Your Account (including your username and password) immediately without notice:

12.5.1. if we decide for any reason to discontinue to provide the services in general or specifically to you;

12.5.2. if Your Account is associated in any way with any existing account that has been terminated.

12.5.3. If Your Account is associated with, or related to, existing blocked accounts, we may terminate Your Account, irrespective of the nature of this relationship, and the registration details provided on these accounts; or for any other reason we see fit. Save for those cases provided herein, at the time of termination any balance in Your Account will be returned to you within a reasonable time of your request, subject always to our right to deduct any amounts owed by you to us;

12.5.4. if you attempt to manipulate or ascertain information concerning the software code or are involved in collusion;

12.5.5. if you tamper or attempt to tamper with the software in any way;

12.5.6. if you are committing any offence, for example, by attempting to access the Website from a jurisdiction where playing the games is illegal;

12.5.7. if you publish any actual or potentially defamatory, offensive, racist, harmful or obscene language or material;

12.6. If Your Account remains inactive for a continuous period of 6 (six) months or more, we may close or suspend Your Account without notice. In the event of such account closure, the Terms will be terminated automatically from the date on which such termination takes effect.

12.7. Your inactive Account will be terminated with an electronic notice (or an attempted notice) using your contact details. In the event of any such termination from our side, except those cases when such closure and termination is made in accordance with the paragraph 10 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 17 (Breach of the Terms) of these Terms, we will refund the balance of Your Account to you. If we are unable to locate you, the funds shall be remitted to the relevant gambling authority or to the Company.

# **13. ALTERATION OF THE WEBSITE**

We may, in our absolute discretion, alter or amend any service offered via the Website at any time for the purpose of maintaining the Website.

# **14. IT FAILURE**

Whenever unexpected system errors, bugs or problems occur in the software or hardware we use to operate the Website, we will take immediate steps to fix the problem. We do not accept any liability for IT failures which are caused by your equipment used to access the Website or errors related to your internet service provider.

# **15. ERRORS OR OMISSIONS**

15.1. A number of circumstances may arise where a bet is accepted or a payment is made with errors from the Company's side (for example, we misstate any terms of gaming wager to you as a result of an obvious error or data input error or as a result of a computer malfunction, as well as an error can be made by us as to the amount of winnings/returns that are paid to you as a result of manual or automated input error).

15.2. The Company reserves the right to refuse, restrict, cancel or limit any bet.

15.3. If you are incorrectly awarded any winnings as a result of any human error or any bug, defect or error in the software, or the failure of the relevant games product or the software to operate in accordance with the rules of the relevant game ("Errors"), then the Company will not be liable to pay you any such winnings and shall immediately inform the Company of the error and you agree to refund any such winnings that may have been paid to you as a result of such an error or mistake.

15.4. Neither we (including our employees or agents) nor our partners or suppliers shall be liable for any loss, including loss of winnings, that results from any Error caused by you.

15.5. The Company and its respective licensees, distributors, parents, subsidiaries, affiliates and all of their officers and directors and employees will not be liable for any loss or damages which may be caused by the interception or misuse of any information transmitted over the Internet.

# **16. EXCLUSION OF OUR LIABILITY**

16.1. You agree that you are free to choose whether to use the services on the Website and do so at your sole option, discretion and risk.

16.2. We will provide the Website with reasonable skill and care and substantially as described in the Terms. We do not make any other promises or warranties regarding the Website or the products offered via the Website and hereby exclude (to the full extent permitted by the law) all implied warranties in this respect.

16.3. The Company shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage, including but not limited to the loss of data, profits, business, opportunities, goodwill or reputation as well as business interruption or any losses which are not currently foreseeable by us arising from or in any way connected with your use, of any link contained on the Website. The Company is not responsible for the content contained on any Internet site linked to from the Website or via the services.

# **17. BREACH OF THE TERMS**

17.1. You will be required to fully cover any claims, liabilities, costs or expenses (including legal fees) and any other charges that may arise as a result of the violation of the Terms by you.

17.2. You agree to fully indemnify, defend and hold the Company, its white label partners and their respective companies and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result:

17.2.1. of any breach of the Terms by you;

17.2.2. violation by you of any law or the rights of any third party;

17.2.3. use by you of the services or use by any other person accessing the services using your user identification, whether or not with your authorization; or

17.2.4. acceptance of any winnings.

17.3. In cases when you majorly violate the Terms we reserve the right but are not required to:

17.3.1. Provide you with the notice (using Your Contact Details) informing you that you are violating the Terms and requiring you to stop the continuation of the violation;

17.3.2. suspend Your Account, making you unable to place bets or play games on the Website;

17.3.3. close Your Account with or without a prior notice from us;

17.3.4. withdraw from Your Account the amount of any pay-outs, bonuses or winnings which you have acquired as a result of any major violation;

17.4. We have the right to disable your user name and password if you fail to comply with any of the provisions of the Terms.

# **18. INTELLECTUAL PROPERTY RIGHTS**

18.1. The contents of the Website are subject to copyright and other proprietary rights either owned by the Company or used under the license from third party right owners. All downloadable or printable material contained on the Website may be downloaded to a single personal computer only and may be printed solely for personal and non-commercial use.

18.2. Under no circumstances shall the use of the Website grant any user any part of intellectual property rights (e.g. copyright, know-how or trademarks) owned by the Company or by any third party whatsoever.

18.3. Any use or reproduction of any trade names, trademarks, logos or other creative material appearing on this website is prohibited.

18.4. You will be solely liable for any damage, costs or expenses arising out of or in connection with the commission of any prohibited activities. You shall notify the Company immediately upon becoming aware of the commission by any person of any of the prohibited activities and shall provide the Company with reasonable assistance with any investigations it may conduct in the light of the information provided by you in this respect.

# **19. YOUR PERSONAL INFORMATION**

19.1. We are required to comply with data protection requirements in the way the Company uses any personal information collected during your visit to the Website. We therefore take our obligations in relation to the way we use your personal information very seriously. The Company shall handle all personal information provided by you strictly in accordance with the Privacy Policy.

19.2. By providing us with the information you agree with our right to process your personal information for the purposes described in the Terms or purposes of Website administration or compliance with the legal or regulatory obligation.

19.3. It is the Company's policy not to disclose any personal information to anyone except the employees that need access to your data to provide you with the service.

# **20. USE OF COOKIES ON THE WEBSITE**

The Company uses "cookies" in order to provide certain functionality of the Website. A cookie is a small text file that is placed on your computer when you access the Website, which allows us to recognize you when you come back to the Website. More information

about deleting or controlling cookies is available at www.aboutcookies.org. Please note that by deleting or disabling our cookies you may not be able to access certain areas or use certain features of the Website.

# **21. COMPLAINTS AND NOTICES**

21.1. If you wish to make a complaint regarding the Website, as a first step you should as soon as reasonably practicable contact Support Service about your complaint.

21.2. In the event of any dispute, you agree that the records of the server shall act as the final authority in determining the outcome of any claim.

21.3. You acknowledge that our random number generator will determine the outcome of the games played on the Website and you accept the outcomes of all such games. If there is any discrepancy between the gaming results on your computer and the results on our server, the results on our server shall be final and binding. If there is any discrepancy between your on-screen display and the balance in your account, the balance held on the Company's server is deemed to be the balance in your account and this determination shall be final and binding. You will forfeit any amounts shown to be in Your Account that result from human error or technical default.

# **22. INTERPRETATION**

The original text of the Terms is written in English and any interpretation of the Terms will be based on the original English text. If the Terms or any documents or notices related to them are translated into any another language the English version will prevail.

#### **23. TRANSFER OF RIGHTS AND OBLIGATIONS**

We reserve the right to transfer, assign and sublicense or pledge the Terms, in whole or in part, to any person (without your consent), provided that any such assignment will be on the same terms or terms that are no less advantageous to you.

# **24. EVENTS OUTSIDE OUR CONTROL**

24.1. The Company will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under the Terms that is caused by events outside our reasonable control, including, without limitation, acts of God, war, civil commotion, interruption in public communications networks or services, industrial dispute or DDOS-attacks and similar Internet attacks that may have an adverse effect ("Force Majeure").

24.2. Our performance is deemed to be suspended for the period the Force Majeure event continues and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure event to a close or to find a solution by which the Company obligations may be performed despite the Force Majeure event.

#### **25. WAIVER**

25.1. If we fail to insist upon strict performance of any of your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

25.2. A waiver of any default from our side shall not constitute a waiver of any subsequent default. No waiver of any of the provisions of the Terms from our side shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the above stated.

#### **26. SEVERABILITY**

If any of the Terms is determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will be severed to that extent from the remaining terms, conditions, and provisions, which will continue to be valid to the fullest extent permitted by law. In such cases the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect our original intent as closely as possible.

#### **27. GOVERNING LAW**

The Terms shall be governed by and interpreted in accordance with the laws of the Netherland Antilles and you irrevocably submit for the benefit of the Company to the exclusive jurisdiction of the courts of the Netherlands Antilles to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Terms or otherwise arising in connection with the Terms.

## **28. LINKS**

The Website may contain links to other websites which are also outside the Company's control and are not covered by the Terms. The Company will not be liable for the content of any third party websites or the actions or omissions of their proprietors nor for the contents of third party advertisements and sponsorship on those websites. The hyperlinks to other websites are provided for information purposes only. You use any such links at your own risk.

# **29. BONUS MONEY**

You may be awarded bonuses or bonus money when You register to join our site or during your time as a member of our casino. You are able to opt-out of receiving all bonuses from us or any specific one at any time by contacting our Customer Services department at support@portbet.com or through our live chat or through user interface in My Profile page. It is important that You fully understand the terms of each bonus offer that you participate in. This section contains the general terms and conditions associated with all bonuses within our site. In addition, each bonus offer may also have supplementary terms and conditions that will be provided when you are invited to participate in the offer.

# **29.1.1. BONUSES. THE DETAILS**

All bonuses are based on the following rules.

The bonus amount will be placed into your Bonus Balance and will be kept separate from your Cash Balance.

When you place a bet, the bet will be deducted from your Cash Balance. If there are no funds remaining in your Cash Balance, then bets will be deducted from your Bonus Balance.

Any winnings that you receive will be credited to your Bonus Balance and cannot be withdrawn until you have met the Wagering Requirements for that bonus.

The bonus amount itself may also not be withdrawn until you have met the Wagering Requirements. In some cases, the bonus is Non-Redeemable, and in this case the bonus amount can never be withdrawn.

When you have met the Wagering Requirements, the sum on your Bonus Balance that is linked to the active bonus will be transferred to your Cash Balance and may then be withdrawn at any time.

Not all bets will count towards wagering requirements, for example low risk roulette bets. See below for more details.

Please ensure you have read all other terms below that relate to bonuses.

Only one Bonus can be awarded for any specific event unless we state otherwise, and only one Bonus can be active on your Account at any time.

# 29.1.2. YOUR CASH BALANCE AND YOUR BONUS BALANCE

A Bonus is considered as a 'free bet' and it does not have an equivalent cash value. No cash alternative, substitution, transfer or assignment of any Bonus will be allowed at any time other than as set out in these terms.

When you are awarded a Bonus it will be added to the "Bonus Balance" in Your Account.

You cannot withdraw any sums from your Bonus Balance. When you deposit your own cash this will be added to your Account's "Cash Balance". You may withdraw any sums from your account's Cash Balance, but you will forfeit any sums remaining on your Bonus Balance if you do so. Important notice: by creating a payout request you automatically forfeit any sums on Bonus Balance. Even if payout request is cancelled by our finance department due to this or that reason (e.g., fraud check etc.), Bonus money will not be added back to your Bonus Balance.

# **29.1.3. BETTING AND MAKING WITHDRAWALS WHEN YOU HAVE A BONUS**

The cash that you Deposit will be used to place bets on the Service(s). Only if there are no funds remaining on Your Cash Balance will your bets be funded from Your Bonus Balance automatically. Any winnings you receive when You have a Bonus active on Your Account will be added to your Bonus Balance and may only be withdrawn once the Wagering Requirements have been met.

Please note that when you choose to receive Bonuses from us and generate winnings from such Bonuses, in excess of Five Thousand Dollars and you subsequently request a withdrawal, we reserve the right to restrict such withdrawal to be a maximum of Five Thousand Dollars in any 7-day period. The remaining amount will be placed back into on Your Player account.

All Withdrawals depend on fulfilling all conditions specified above and the verification of all ID documents requested.

When You have met the Wagering Requirements for the active bonus, the Bonus Balance associated with the active Bonus (being any accrued winnings or any remaining bonus amount) will be transferred to your Cash Balance and may be withdrawn.

PLEASE NOTE: if you withdraw funds from your Cash Balance before you have met the Wagering Requirements you will forfeit all Bonuses and all accrued winnings.

Please also note that if your bonus balance hits "zero" (0) at any point, then Bonuses are considered redeemed and are no longer subject to Wagering requirements.

# **29.1.4. TYPES OF BONUSES**

The terms of the specific Bonus will indicate whether that Bonus is Withdrawable or Non-Redeemable. Withdrawable Bonuses are those where the Bonus amount together with any accrued winnings will be transferred into Your Cash Balance once the Wagering Requirements have been met. Non-Redeemable Bonuses are those where the original Bonus amount will never be transferred to Your Cash Balance (but any accrued winnings will be transferred once the Wagering Requirements have been met).

# **29.1.5. WAGERING REQUIREMENTS**

The Wagering Requirements of a Bonus means the total amount of bets you must stake before the Bonus and any accrued winnings are transferred to your Cash Balance and can be withdrawn. The Wagering Requirements for each Bonus are set out in the specific terms for the Bonus and will be expressed as a multiple of the Bonus amount, or of the Bonus plus the Deposit amount. The Wagering Requirement for Bonuses will be set out in the terms specific to that Bonus. Not all bets will count towards the Wagering Requirements. Bets on Blackjack, Arcade games (Heads or Better, Dice Twister, etc.) Video poker games (Jacks or Better, Aces and Faces, etc.), Baccarat, Casino Hold'em, 2 Ways Royal, Craps and Sic Bo games contribute 5% of actual wagering on these games towards your Wagering Requirements. Most of Slot games contribute 100%, Roulettes contribute 0%. These percentages can be changed from time to time so please make sure to contact our support team each time to find out a certain game's wagering contribution.

The percentage of bets that contribute towards wagering requirements may differ for other bonus offers, but this will be made clear within the terms for those specific offers. Please read the wagering requirements carefully for each bonus offer you may receive.

# **29.1.6. MULTIPLE BONUSES ON A SINGLE ACCOUNT**

Bonuses are handled one after another. When the earliest Bonus is 'Fulfilled' or 'Revoked' (see the Clause below for the meaning of these terms), the next Bonus in line will become 'Active'.

There are four different stages related to a Bonus, and these are as follows:

**Active** – A Bonus that you have started to play through, but in respect of which you have not yet completed the Wagering Requirements. While you have an active Bonus on your Account, you cannot withdraw any bonus amount and/or any winnings.

**Pending** – A second or subsequent Bonus on your Account which you have not yet started to play through. A Pending Bonus cannot be withdrawn.

*Fulfilled* – A Bonus where the Wagering Requirements have been met. The bonus amount and any winnings accrued will be automatically transferred into your Cash Balance and can be withdrawn.

**Revoked** – An Active or Pending Bonus can be revoked and removed from Your Bonus balance if either: (a) you have not met the Wagering Requirements within the defined period; or, (b) you decide to withdraw any cash amount from your Account before the Wagering Requirements have been met; or (c) you are in breach of this Agreement or the promotion terms and conditions.

When a Bonus is revoked then your bonus balance will be set to 0 and there will be no future liability on your part in respect of the revoked Bonus.

## **29.1.7. PROMOTION ABUSE**

Our casino reserves the right to review transaction records and logs from time to time, for any reason whatsoever. If, upon such a review, it appears that player is participating in strategies that our casino in its sole discretion deems to be abusive, we reserve the right to revoke the entitlement of such a player to the promotion.

Should the administration of sait become aware of any user who has accepted the bonus or a promotion with sole purpose of creating a positive expected value on bonus return by using known practices aimed at securing a cash out of said bonus, then we will enforce the below mentioned actions and will enforce immediate exclusion of such user from this and future promotions.

For the sake of absolute clarity, we have individually identified named practices that we find abusive in relation to awarded bonuses:

User staking bets that have no or very minimal ability of return, with sole purpose of increasing their wagering volume with minimal loss/win expectancy, will be deemed advantage play and will result in immediate forfeit of the bonus, any bonus winnings and retaining of any real money lost to the sait in the process. A clear-cut example of such type of play would be a simultaneous wager on both black and red in roulette, or covering of the vast majority of the table. This condition is not limited to this example alone: any wager placed with obvious intent to achieve high bet volume with minimal win expectancy will be deemed abusive toward the offer.

A user who wagers high value hands (greater than 250 EUR) with the sole purpose of rapidly increasing bonus bankroll, then proceeds to drastically decrease their bet value (less than half) without having reasonably decreased their bankroll will be deemed to employing unnatural and advantageous betting patterns. Such cases may enforce below mentioned actions, but each case will be investigated and acted upon accordingly. We strongly discourage this type of play.

Combinations of above: ANY user who is found employing a strategy by which he is placing high value bets while playing any game with specific bonus weight decreased to or less than 30% and then proceeding to place bets in value of less than their current average bet while changing game to higher weighted games will be immediately disqualified from a bonus and will face full enforcement of below mentioned actions.

Important notice, in order to protect from high-risk bonus wagering each bet should be less or equal to 20% of original amount of active bonus, if during wagering the bonus a

player stakes a bet higher than 20% of original amount of active bonus then such bet will contribute only 20% of original amount of active bonus to wagering requirements.

We reserve the right to revoke and/or cancel any bonuses and winnings that We regard may have been redeemed by misuse of the system. Abusing player's account may be terminated immediately.

Players found to be abusing Bonus offers may be barred from receiving further Bonuses.

Please be aware that a valid telephone contact number MUST be provided on registration as We may make a confirmation call to You as part of confirming Your identity. If you cannot be contacted on the number provided any winnings accrued from use of any bonus offer may be forfeited and Your account terminated.

We reserve the right to change the terms and conditions of any Bonus promotional offer at any time and it is the responsibility of the player to periodically check for changes and updates.

## **30. NETENT**

#### - Target Markets

CIS Region (Ukraine, Russia, Belarus), EU (Poland, Croatia)

#### - Rectricted countries

#### A. Absolute Restriction

United States of America, Canada, United Kingdom, Spain, France, Italy

#### B. Blacklisted Territories

NetEnt content shall not be served in the following territories:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe

# C. Regulated Territories

Only permitted if receipt of a license from local regulator has been seen and approved by NetEnt

Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, United States of America, United Kingdom.

#### D. Restrictions for Branded Games

Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix & Motorhead, Planet of the Apes, Scudamore, Conan, Ozzy Osbourne, Gordon Ramsey Hell's Kitchen cannot be offered in the following countries:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Singapore, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Spain, Sweden, Switzerland, United Kingdom, United States of America.

#### Vikings Video Slot must not be offer in the following jurisdictions:

Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.

#### Narcos Video Slot must not be offered in the following territories:

Indonesia, South Korea.

#### Street Fighter Video Slot must not be offered in the following territories:

Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man) can only be played in the following countries:

Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.