

1. General rules for using the Website and provided services

1.1. The internet games with winning are organized by DIGITAIN LLC (hereinafter referred to as the Organizer) through the website playin.totogaming.am based on the license ԻՇԼՄ-002 for organizing Internet games with winning issued by the Ministry of Finance of the Republic of Armenia on 24.10.2014.

1.2. The location of Organizer is 15/3 Admiral Isakov avenue, adm. district Kentron, Yerevan, 0082, RA, the place of activities is 15/3 Admiral Isakov avenue, adm. district Kentron, Yerevan, 0082, RA.

1.3. Only persons over the age of 21 have the right to participate in the internet games with winning.

1.4. The terms and conditions presented in these “General Terms and Conditions” are considered to be the terms of the relationship (contract(s)) between the Organizer and the Player, however in the case of contradictions between the information presented therein and the provisions of the Regulation on the organization and conduct of the “Rules for Organizing and Conducting Internet games with winning” (hereinafter referred to as the Regulation) agreed with the Ministry of Finance of the Republic of Armenia, the provisions of the Regulation shall prevail. And the rules of internet games with winning held on playin.totogaming.am are derived from the provisions of the Regulation, and in the case of issues not regulated by the Regulation – from the provisions defined in the “General Terms and Conditions”.

1.5. By registering on the site danybet.com via the website, mobile version of the website or APP, you can place bets based on an opened game account to participate in the Internet games with winning organized by Digitain LLC.

1.6. The Organizer reserves the right to make any changes or additions to the website without the prior written warning. Players are notified via relevant notifications. The bets placed beforehand remain unchanged and the bets accepted are subject to the rules issued at the time of acceptance.

1.7. The Organizer reserves the right to deprive any person of his services without the reason (s) discovered.

1.8. The Organizer is not responsible for any loss or damage that the affected party claims resulted from the use of this site or its content. This condition applies to the use or exploitation of this website by anyone, the impossibility of accessing or using the website, delaying the transfer of functions or data, interrupting communications, any errors, misspell or omissions in the website.

1.9. Uploading photos or videos from the site or any of its subdivisions is permitted only for personal use. For any other purpose, publishing, broadcasting, or copying this information is strictly prohibited.

1.10. The Organizer controls the traffic of website and reserves the right to block access in case of suspicion of automated betting (bot).

1.11. When downloading the program each time, regardless of the applicable type of action (internet or mobile services), when registering a game account or using an existing account, making a bet, participating in any game or receiving any prize, and etc., the Player agrees with the current version of the Rules and the obligation to act upon those Rules.

1.12. Certain games may be unavailable in certain jurisdictions, as required by policies of game providers which may change from time to time.

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- Blacklisted Territories

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

- 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.

- Restrictions for Branded Games (even if national license is held, In addition to A.)

Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey, Ukraine.

- In addition to the above, it is not permitted to offer Planet of the Apes, Guns&Roses, Motorhead, Jimi Hendrix, Emoji Planet, Jumanji in: Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey, Ukraine.

- Additionally, it is not permitted to offer Aliens in: Japan, Canada.

- Additionally, Universal Monsters series (Frankenstein, Dracula, Creature from the Black Lagoon, The Invisible Man, The Phantom's Curse) can only be played in these countries: Andorra, Armenia, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Croatia, Macedonia, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

1.13. Game Account Blocking – a restriction applied by the Organizer in case of violation of the requirements established by the Regulations or the legislation of the Republic of Armenia to the Player's game account, in which the Player cannot enter his/her game account until the grounds for the restriction are eliminated.

Game Account Suspension – a restriction applied by the Organizer to the Player's game account in case of violation of the requirements of the Regulations or the legislation of the Republic of Armenia, in which the Player can access his/her game account, but cannot perform any actions (make bets, deposit to the game account, withdrawal from the game account, and other similar actions) until the grounds for the restriction are eliminated.

In case of violations, the Organizer has the right to block the Player's game account or apply other restrictions on the game account (for example, the application of game limits, bet limits), as well as to apply to the competent state authorities in order to take measures established by the legislation of the Republic of Armenia in connection with an obvious crime, also to demand compensation from the Player in court for damage caused to the Organizer.

The Player's game account may be blocked or restrictions may apply to the game account in the following cases (the list is not exhaustive):

- In case of detection of fraud, abuse committed by Players (making a deposit to their game account from bank cards stolen or belonging to other persons, making bets and/or receiving winnings, opening game

accounts with the data of different persons, accidental or intentional disclosure by the Player of the another Player's password, resulting in extortion of money/points from the latter's account), as a result of which the Organizer or other Player was caused financial or non-material damage;

- In case of unscrupulous or inappropriate use of its game accounts by the Player (with the expectation of possible income from other organizations);
- If the Player does not observe the norms of politeness when communicating with a customer support specialist, uses threats, obscene or offensive words, expressions, swearing or hate speech including in connection with ethnic origin, gender, religion or other grounds. In this case, the Organizer may also apply a warning, blocking access to the phone number or online communication;
- If the Player is suspected of using special software or technical means to automate the betting process;
- If there is a dispute with the Player, complaint, a note from a competent state body about a possible crime related to the Player or his/her game account, a criminal case or other similar valid reasons for prohibiting the withdrawing funds from the game account;
- When it becomes clear that the already registered game account is being used by another person;
- In case of suspicion or disclosure of false, incorrect or invalid data registered by the Player on the game account (first name, last name, birthday, passport data, etc.).
- In other cases of violation of the rules established by the Regulation.

The decision to block (unblock) or restrict game accounts is made by the Organizer taking into account the Player's game history and game behavior.

1.15. The Player is obliged to send a letter from the e-mail address attached to his/her game account to the Organizer's e-mail address (toto@totogaming.am) to inform the Organizer of the fact that he/she is a person with political influence or is affiliated with a person with political influence.

A person with political influence is a person of state, political or public nature, as well as a person who has performed or is performing significant functions in an international organization (including a member of his/her family or a person closely related to him/her). Moreover, the circle of persons with political influence does not include persons performing middle and lower class functions.

Persons with political influence are in particular:

- a) heads of state, heads of government, ministers and deputy ministers;
- b) members of parliament;
- c) judges, members of the Supreme Court, Constitutional Court or other higher courts whose decisions are not subject to appeal, except for cases of appeal due to special circumstances;
- d) chairman of the Central Bank, his deputies and members of the Council;
- e) ambassadors, charge d'affaires and high-ranking officers of the armed forces;
- f) political party officials;
- g) members of the administrative, management or supervisory authorities of a state-owned organization;
- h) heads of local authorities;

i) heads of an international organization, deputy heads, members of the Council or members of authorities performing other similar management or supervisory functions.

2. The general procedure for registering on the Organizer's website

2.1. The bets are accepted on the Organizer's website through the Player's game account.

2.2. The Player is registered on the Organizer's web page (opens a game account) which contains information on games, their rules (Regulation), Player's registration, game account, winnings, web page access and other information.

2.3. When registering on the web page, the Player must indicate his/her personal information. During registration, the Organizer may request other information, which will be mentioned on the Organizer's website.

2.4. Money is paid from the account only to the Player. When entering fraudulent or inaccurate information when registering, the Player is also deprived of the opportunity to review the disputed issues. After registering on the web page, the Player is given a personal game account. A single individual may have only one game account.

2.5. If a game account has been used by a third party for making a bet or other purpose, and/or if the account holder has registered a new game account, and entered new registration details (name, surname, address, nationality, age or date of birth, passport number, username (login), password, new e-mail address, etc.), the Organizer has the right not to pay winning bets made from such accounts.

2.6. The Player carries personal responsibility for confidentiality of his/her game account, login and password. The company guarantees non-disclosure of the Player's personal data by its staff and is not responsible for the consequences of the Player's personal data being known by other persons. In case the Player becomes aware of the loss of his/her personal data or when he/she has certain doubts about it, he/she should notify the company without haste and change his/her password. In case of forgetting or losing the password and login the bets are not repealed

2.7. The Player can change the password in the "Change Password" section of game account of the Organizer's website.

3. The general procedure for replenishing the game account

3.1. The game account registered on the Organizer's website can be replenished in accordance with the procedure established by RA legislation.

3.2. The Player can get acquainted with the specific methods and details of replenishing the game account on the Organizer's website.

3.3. The Player can use the amount deposited to the game account only to place a bet or withdraw funds in accordance with the procedure and conditions set out in the Regulations.

3.4. The Player can withdraw money from his/her game account in the ways defined and allowed by legislation of the Republic of Armenia.

3.5. Any transaction conducted with the Organizer via payment cards and/or payment systems is considered to be conducted by the Player.

3.6. The fact of winning or not winning of the bet is determined by recording the result of the game, taking into account the bet made.

4. The main rules of accepting bets

4.1. Bets are accepted only from persons who agree with the rules established by the Organizer. Any placed bet is confirmation that the Player knows the rules of the game and completely agrees with them.

4.2. The Organizer has a right to return the bet amount at any time before the actual start of the game.

4.3. The program may also include other information that is of vital importance when making a bet, allowing the Player to make the right use of the program, as well as to understand the meaning and essence of the conventional signs contained therein.

4.4. A bet made via the Internet is considered accepted if it is added to the "Game History" section of the Player's game account. The website content must comply with the requirements of the RA legislation on Internet games with winning. The content and form of the website, the order of its use, the sequence of steps which are not regulated by the RA legislation on Internet games with winning, are determined and changed by the Organizer. The website address or the change of the address is previously agreed with the Authorized Body. The website address or the change of the address is published by the method of dissemination of information that is most preferable for the Organizer.

4.5. In case of communication failures, software errors or other technical problems, the bet is calculated with odds of 1 (one). In any case, the bet is valid if the technical error has not affected and could not affect the game and/or outcome.

4.6. In case of disclosure of frauds during financial transactions and bets acceptance, winnings are not paid, and those who are guilty are subject to liability under the RA legislation.

4.7. In case of technical problems, the result of the game may be revised by the Organizer.

4.8. Complaints about disputable issues are accepted within 15 days after the actual end of the game, in the form of a written application. In the case of non-precedent discussion of disputable issues not regulated by this Regulation the final decision is made by the Organizer.

4.9. Depending on the specifics of the game, a specific bet size(s) may be provided by the Organizer for some games.

4.10. The Organizer can charge a fee (rake) for the game environment provided by him, which may be done by time or by percentage. The time rake is the amount the Player is required to pay every hour for using the gaming environment. Percentage rake is a certain percentage calculated from the total amount of bets expressed in an amount. The amount of rake and the charging order shall be provided separately for each game and shall be published on the Organizer's website, which is an integral part of this Regulation.

5. Procedure for paying the winnings (location)

5.1. After the announcement of the result of the game on the Organizer's website, winnings on bets within 1 (one) day after the results of the game became known are added to the Player's game account, which is considered payment of winnings to the Player. In order to receive funds from their game account, the Player must submit a withdrawal request.

5.2. The Player may receive the ordered amount in accordance with the procedure established by RA legislation within 3 business days after the withdrawal request (the form and procedure of submission the request are set by the Organizer and posted on the Organizer's website).

5.3. The Player may request withdrawal only within the balance of his/her game account.

5.4. In case the Player's account balance is negative as a result of a recalculation of the game results (may occur as a result of bugs or technical errors, for example, the balance of the game account is 5,000 AMD, the Player's winning is actually 2,500 AMD, but a 25,000 AMD win was registered on the account and the Player was paid 25,000 AMD, as a result of which the negative balance is 17,500 AMD), then in case of replenishment of the game account by the Participant, first the negative balance of the game account will be replenished (repaid) in full, after which only the game account will be replenished.

5.5. Winnings are rounded within one dram.

5.6. All objections concerning the calculation of winnings are accepted within a 15-day period after the announcement of the results of the game, in the form of a written application.

6. Promotions and Bonuses

6.1. The Organizer provides bonuses and opportunity to participate in current promotions to those players who use the Organizer's services for enjoyment. Free bets, bonuses and access to promotions will be annulled or canceled for those players who abuses the targeted use of that offer. The Organizer reserves the right to annul a bonus at any time in case of abuse and close the abuser's account immediately.

6.2. "Abuse" includes but is not limited to opening several accounts in order to obtain several bonuses. Players can withdraw money from their game accounts containing bonus money, first of all, from the amount deposits made, and then only from the bonus money of the game account. The Organizer reserves the right to annul the bonus given to the Player if the bonus was not used for betting. The Organizer also has a right to cancel bonuses and winnings from betting in the full or partial amount of the bonus sum, if the Organizer suspects the bonus has been abused.

6.3. The Player can receive or use only those offers that are available to him/her. The Organizer reserves the right to at any time and for any reason change the conditions of bonus distribution and the group of players for whom bonuses are available. The Organizer also has a right by its sole discretion and at any time to offer a special bonus to a certain Player or group of players, to cancel bonus offer without any warning or compensation, to change the conditions of the bonus offer and/or to replace one bonus offer with another.

7. Other terms

7.1. An integral part of these general provisions is the [Privacy Policy](#) posted on our website.

7.2. The rules can be found in more detail in the [Rules for Organizing and Conducting Internet games with winning](#) agreed with the Ministry of Finance of the Republic of Armenia dated 30.11.2017, posted in the “Regulation” section on the website [playin.totogaming.am](#).

7.3. Using the services of the Organizer, the Player agrees that the Organizer has the right to send SMS messages with information and advertising content to the phone numbers attached to the Player’s game account. The Player may, in accordance with the established procedure, refuse to receive certain types of SMS messages from the Organizer independently or with the support of the Organizer, and if the Player’s game account is blocked, he/she will not receive SMS messages.

7.4. Using the Organizer’s services (including, but not limited to, registration on the Organizer’s website [playin.totogaming.am](#), logging in to his/her registered game account, etc.), the Player agrees that the Organizer has the right, without the additional consent of the Player, to transfer to state and local self-government bodies personal and not considered as such data of the Player that has become known to the Organizer as a result of using the above services, registration and/or logging in to his/her registered game account on the Organizer’s website [playin.totogaming.am](#) and making bets with it, and also in order for the Organizer to properly fulfill the obligations assumed on the basis of the agreement between the Player and the Organizer to provide services to Players and improve their quality, and the obligations defined by the legislation of the Republic of Armenia, to transfer data to any third parties (both individuals and legal entities) with whom the Organizer has valid cooperation agreements or obligations data transfer, as well as to third parties affiliated with the Organizer, provided that the recipients have minimal mechanisms for protecting the received data.

7.5. In order to improve the quality of the services provided, as well as for the proper fulfillment of the obligations assumed by the Organizer on the basis of the agreement between the Player and the Organizer, and the obligations defined by the legislation of the Republic of Armenia, the Organizer has the right to receive personal and non-personal Player data from third parties, including, but not limited to, state bodies authorities or local self-government bodies, other legal entities.

7.6. By registering on the Organizer’s website, the Player gives his/her consent and is thus considered warned that outgoing and incoming calls between him/her and the Organizer can be recorded for security purposes and to improve the quality of the services provided by the Organizer.

7.7. Each time a Player logs into his/her game account, he/she agrees with the current version of the Organizer’s “General Terms and Conditions”.

7.8. The Organizer can also make changes and/or additions to these “General Terms and Conditions” by sending individual notifications to the Players (Inbox letter; letter sent to the e-mail address attached to the game account, etc.).

7.9. In case of contradictions between the rules or information provided on the website in Armenian and other languages, the Armenian version shall prevail.