

# GENERAL CASINO TERMS AND CONDITIONS

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Version: 3.0

Before using this website and any games, products, or services available on this website, please read these General Casino Terms and Conditions carefully.

## 1. DEFINITIONS

1.1. In these T&C (as defined below), the capitalized words and expressions shall have the following meaning:

“T&C” – means these General Casino Terms and Conditions as may be amended from time to time;

“Casino” – means Dama N.V., a company registered and established under the laws of Curaçao with the registration No. 152125, having its registered address at Scharlooweg 39, Willemstad, Curaçao, being a holder of gaming license No. 8048/JAZ2020-013 issued by Antillephone N.V.

“Payment Agent” – means Friolion Limited, registered in Cyprus with registration number HE 419102 and registered address Leandrou, 12A 3086, Limassol, Cyprus, which is a subsidiary of the Casino.

“Website” – means the website available via the <olympia.casino> domain name, including any and all games, products, and services available on the said website,

which website, as between the Casino and the Customer, is owned and operated by the Casino.

“Account” – means an account with the Casino registered in order to use the Website for wagering with the Casino as provided for hereunder.

“Customer” – means any natural person being hereunder an offeree of the Casino (which is correspondingly being an offeror hereunder), who has accepted these T&C in the way provided for in the section 2 hereof.

“Restricted Countries” – means the following countries and their territories: United States of America, United Kingdom, Spain, France and its overseas territories (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, St. Martin, French Polynesia, Wallis and Futuna, New Caledonia), Netherlands, Israel, Lithuania, Dutch West Indies, Curacao, Gibraltar, Jersey, Iran, North Korea, Cyprus, Angola, Albania, Iraq, Jamaica, Uganda, Pakistan, Panama, Lebanon, Zimbabwe, Mauritius, Nicaragua, Yemen, Central African Republic, Côte d'Ivoire, Sudan, Liberia, Syrian Arab Republic, Cayman Islands, Somalia, Congo, North Korea, Eritrea, Haiti, Sierra Leone, Ethiopia, Myanmar, South Sudan, Burkina Faso, Libya, Mali, Barbados, Rwanda, Kingdom of Belgium, Czech Republic, Republic of Serbia, Hungary, Cuba, Russia, Portugal, Brazil, Georgia, Ukraine, Estonia, Slovakia, Armenia, Philippines, Svalbard and Jan Mayen, American Samoa, Saudi Arabia, India, Poland, Afghanistan, Sweden, Moldova, Iceland, Korea, Qatar, Morocco, Costa Rica, Uzbekistan, Venezuela, Turkey, Colombia, Åland Islands, Norfolk Island, Latvia, Bahrain, Mongolia, Croatia, Thailand, Romania, Belgium, Hong Kong, Bangladesh, Bulgaria, Nigeria, Malaysia, Antarctica, Tanzania, Tunisia, Chad, Honduras, Macedonia, Andorra, Trinidad and Tobago, Jordan, Egypt, Guam, Bahamas, Western Sahara, Bosnia and Herzegovina, Monaco, Singapore, Cambodia, El Salvador, Liechtenstein, British Indian Ocean Territory, Fiji, China, Christmas Island, Bolivia, Greenland, Faroe Islands, Palestine, Indonesia, Aruba, Benin, Bermuda, Papua New Guinea, Seychelles, South Georgia and the South Sandwich Islands, Vietnam, Taiwan, Ecuador, San Marino, Samoa, Greece, Guatemala, Holy See (Vatican City State), Lao People's Democratic Republic, Dominican Republic, Cook Islands, Tonga, Guernsey, Vanuatu, Virgin Islands, Belize, Montenegro, Oman, Saint Kitts and Nevis, Niger, Gabon, Belarus, Swaziland, Congo Democratic Republic of the Congo, Ghana, Dominica, Burundi, Bouvet Island, Togo, Northern Mariana Islands, Tokelau, Suriname, Saint Lucia, Sri Lanka, Zambia, Paraguay, Botswana, Saint Martin (French part), Djibouti, Isle of Man, Saint Pierre and Miquelon, Solomon Islands, Falkland Islands (Malvinas), Senegal, Cameroon, Cabo Verde, Kenya, Kyrgyzstan, Anguilla, Tuvalu, Cocos (Keeling) Islands, Antigua and Barbuda, Guinea, Brunei Darussalam, Bonaire, Tajikistan, Sao Tome and Principe, Madagascar, Heard Island and McDonald Islands,

Montserrat, Mozambique, Nepal, Guyana, Guinea-Bissau, Nauru, Turks and Caicos Islands, Bhutan, Namibia, Virgin Islands, Kiribati, Malawi, Equatorial Guinea, Saint Helena, Saint Barthélemy, Pitcairn, United States Minor Outlying Islands, Palau, Gambia, Niue, Maldives, Turkmenistan, Grenada, Micronesia, Timor-Leste, Sint Maarten (Dutch part), Mauritania, Marshall Islands, Comoros, Azerbaijan, Algeria.

“Wallet” – means a separate gaming monetary account within the Account that may be deposited with only one specific currency.

1.2. All other terms used herein shall have their general meaning unless defined otherwise herein or where the context otherwise provides.

## **2. OFFER AND ACCEPTANCE**

2.1. These T&C constitute an offer to enter into a binding agreement on the terms and conditions set forth herein, addressed by the Casino to any natural person complying with each of the following requirements (an offeree):

- (i) a person is at least 18 years old or at least of a minimum gambling age applicable in the jurisdiction such person is located in for the time being (whichever is older); and
- (ii) a person is not factually located in the Restricted Countries; and
- (iii) a person is not factually located in the territory, where online gambling is prohibited.

2.2. By registering an Account with the Casino or otherwise accessing or using the Website, an offeree described above in the paragraph 2.1. expresses the acceptance of the abovementioned offer and these T&C, which therefore become a binding agreement between the Casino and such an offeree, and where such an offeree as from the said acceptance becomes the Customer.

2.3. By accepting the offer described above, an offeree expresses the warranty and confirmation of their full compliance with the requirements listed in the paragraph 2.1.

2.4. The agreement between the Casino and the Customer under these T&C is subject to the full and continuous compliance of the Customer with the requirements listed in the paragraph 2.1 (as well as such additional requirements as might be applicable according to the provisions of the T&C); when, for any reason, the Customer becomes

incompliant with any respective requirement, the agreement between the Casino and the Customer shall be deemed automatically suspended for the whole period of such non-compliance.

2.5. For the avoidance of doubts:

- the availability of the Website shall not itself constitute an offer hereunder;
- the Casino expressly disclaims any and all liability and shall not reimburse any losses, damages, or expenses resulting from the use of the Website by a person non-compliant with the requirements listed in the paragraph 2.1, and using the same, any such a person acknowledges the mentioned disclaimer;
- any person using the Website acknowledges that they are solely responsible for compliance with any and all legal requirements applicable to their activity under the laws of the territory where they are located in; furthermore, any person using the Website is solely responsible for performing any and all local tax requirements (e.g. income accounting, tax reporting, and payment). Each person using the Website acknowledges that under no circumstance shall the Casino bear any liability for such person's non-compliance with, or default in fulfilling, any applicable legal requirements and obligations.

2.6. In case any person, being non-compliant with the requirements listed in the paragraph 2.1, has registered an Account, such a person irrevocably confirms that any funds deposited by such a person to their Account shall constitute a gift to the Casino and the Casino shall not be obliged to return any of such funds, unless the Casino has decided otherwise at its sole discretion. Furthermore, in such a case, any activity of such a person on the Website shall be deemed social gambling. Should the Casino perform any payout to such a person, all such funds shall be deemed mistakenly remitted and shall remain the Casino's property, while the said person shall be obliged to return any such funds.

2.7. In case of suspension of the agreement between the Casino and the Customer pursuant to the provisions of the paragraph 2.4, the provisions of the paragraph 2.6 shall apply accordingly for the whole duration of such suspension.

### **3. GENERAL PROVISIONS**

3.1. The Website can only be used for personal purposes and shall not be used for any type of commercial profit.

3.2. The Customer acknowledges that some games, products, or services on the Website may be subject to their own supplementary terms and conditions, including, without limitation, the additional restrictions regarding the territories for which such games, products or services are offered; regarding the requirements for the Customer in addition to those specified in the paragraph 2.1, etc. The Customer hereby expressly agrees that when any respective game, product, or service is factually subject to such supplementary terms and conditions, the start of the use of such a game, product or service by the Customer constitutes the Customer's acceptance of such supplementary terms and conditions and they, therefore, become a binding supplementary agreement between the Casino and the Customer applicable for using the respective game, product, or service. In terms of using the same, the respective applicable supplementary terms and conditions shall prevail over these T&C.

3.3. These T&C may be unilaterally amended by the Casino at any time at its sole discretion for any or no reason. The Casino will use commercially reasonable efforts to notify the Customer of any significant changes by email. However, it shall be the Customer's responsibility to regularly review these T&C in order to check any possible amendments. Even without the notification, the Customer's continuous use of the Website shall be deemed acceptance of all then-current amendments of the T&C.

3.4. The Casino may at any time assign any and all its rights to any third-party gaming operator (subject to all applicable laws), provided always that the respective assignee holds all necessary licenses and authorizations and undertakes to perform all assigned obligations.

3.5. Any person using the Website shall be deemed accepting all additional terms and policies available on the Website, including, without limitation, the Privacy Policy and General Bonus Terms and Conditions. Furthermore, as to the Privacy Policy, a person using the Website shall be deemed having given their consent for respective personal data processing as set forth in the said policy.

3.6. For the purpose of periods counting hereunder, the Casino and the Customer agree that time periods hereunder shall be counted according to the UTC time zone time.

## **4. CUSTOMER ACCOUNT**

4.1. The Customer shall have the one and only Account. For the purpose of this paragraph, at the Casino's sole discretion, Accounts of factually different persons, who, however, are the same family and/or household members, the same email address and/or telephone number and/or payment account and/or IP and/or shared computer users, may be considered Accounts of the same person.

4.2. The Customer shall not:

- (i) create more than one Account;
- (ii) provide access to their Account to any third party;
- (iii) create and/or use Account on behalf of another person.

4.3. In case the Customer factually withdraws any funds through the breach described in the paragraph 4.2, all such funds shall be deemed mistakenly remitted and shall remain the Casino's property, while the Customer shall be obliged to return any such funds. The Casino reserves the right to deduct all such sums from the Customer's Account.

4.4. The Customer shall ensure that the Customer's Account displays true details of the Customer (such as name, telephone number, date of birth, etc.) and also shall promptly update their respective details in their Account settings, in case of any changes. Some changes may require passing through additional verification procedures.

4.5. The Casino shall be entitled at any time at its sole discretion to request the Customer to provide some documents and information in order to verify themselves as a lawful owner and user of the Account as well for the purpose of Casino anti-fraud and anti-money laundering (AML) endeavors. Such documents and information may include, without limitation:

- Photo of the Customer's ID;
- Photo or screenshot of the Customer's payment system, means, or account;
- Photo or screenshot of the Customer's documents confirming their place of residence;
- Customer selfie with the Customer's ID;
- Proof of the Customer's wealth;
- Proof of funds;

- Customer selfie with a special note (example: Hello “casino name”) and/or other special conditions (blinking eye, head/hand turning, etc.).

The list above shall not be exhaustive and the Casino may at its sole discretion request any other reasonable documents or information for the said purposes.

4.6. All data in the provided documents and information (as provided for in the paragraph 4.5.) shall completely coincide with the data in the Customer’s details specified by the Customer in the Account. The documents shall be valid, the photo of the holder, date of birth, date of issue/expire shall be clearly visible. When the Casino requests the Customer’s credit card photo, the Customer shall cover card number digits from the 7<sup>th</sup> to the 12<sup>th</sup>, as well as a three-digits security code. The Casino may at its sole discretion set reasonable requirements for the documents and information to be provided by the Customer as stated above (e.g. period of issue, visibility, language, and translation, etc.). In the event the Customer details has been changed after the creation of the Account, the Casino shall be entitled to request documents and information effective both before and after such changes took place, accompanied with the proofs of such changes taking place. In addition, the Casino may undertake other means of the Customer’s details verification (e.g. phone or video calls, etc.).

4.7. Until the Customer’s details in the Account are fully initially verified, the Casino may at its sole discretion suspend the Customer’s possibility to withdraw funds from the Customer’s Account. Furthermore, when the Casino initiates any additional or repeated verification process as described in this section, the Casino may also at its sole discretion suspend the Customer’s possibility to withdraw funds from the Customer’s Account till the satisfactory completion of the verification.

4.8. Breach by the Customer of any provision described above shall constitute a material breach of these T&C and, in such case, the Casino shall be entitled to withhold all funds deposited on such an Account for the time being as a penalty for such a breach (safe for any other remedies under these T&C and the law) and shall be entitled to immediately terminate these T&C and cease the Customer’s access to the Account and the Website.

4.9. The Customer shall solely be responsible for ensuring the security of their Account access details in order to avoid unauthorized access thereto. The Customer agrees that, in case any person other than the Customer gains access to the Customer’s Account as the result of the Customer’s failure to ensure the Account access details security, as described above, any activity of such person shall be deemed the activity of the Customer and the Casino shall not be liable for any Customer’s losses connected

therewith (furthermore, such facts at the Casino's sole discretion may be considered providing access by the Customer to their Account to a third party, which constitute a breach of these T&C).

4.10. The Casino reserves the right to terminate these T&C and the Customer's Account and to refund to the Customer the amount of their Account balance, subject to deduction of relevant withdrawal charges if any, at the Casino's absolute discretion and without any obligation to state a reason or give prior notice.

## **5. USE OF THE WEBSITE**

5.1. The Customer, subject to continuous compliance with all provisions of these T&C (including verification provisions) may use its Account for wagering with the Casino using the Website. The Customer acknowledges that the Casino provides real money games through the Website and, when the Customer wishes to wager with the Casino using the Website, the Customer shall pay real monies for such wagering.

5.2. In order to be able to pay for wagering, the Customer shall deposit their Account with real money according to the section 6. The Customer hereby expressly acknowledges that the Casino is not a financial institution and no interests shall be accrued for the funds deposited by the Customer to their Account.

5.3. The Customer hereby authorizes the Casino to withhold funds from their Account as payment for wagering by the Customer.

5.4. The Customer hereby expressly acknowledges the Customer's awareness that:

(i) by using the Website the Customer participates in games of chance for real money and the Casino grants no warranties of any winnings;

(ii) the use of the Website by the Customer may result in the Customer's financial losses and the Casino shall have no liability for any such losses.

5.5. The Casino reserves the right to withhold any game, product, or service from the Website at any time at its sole discretion.

5.6. In case the Customer either has not deposited (withdrawn) the funds to (from) its Account or has not wagered for twelve (12) consecutive months the Casino reserves

the right to charge a monthly administrative fee of 20 EUR or the equivalent in another currency (or the current balance of Account, whichever is lesser) as long as the balance of the Customer's Account remains positive. The Customer hereby authorizes the Casino to debit this fee from the Account until the Account's balance is exhausted (in which case the Casino, at its sole discretion, may close the Account and terminate these T&C immediately) or until the Customer performs further deposit, withdrawal, or wagers (whichever occurs sooner).

5.7. The Casino shall be entitled to set a maximum allowed amount of separate wager by the Customer, including different amounts for different games and products available on the Website, or different amounts for the same games and products depending on whether or not used under any special offer (e.g. bonus offer). Unless other maximum allowed amount of separate wager is expressly set by the Casino for any specific game or product, by default, each game and product on the Website shall be subject to the following maximum allowed amounts: EUR 100, USD 100, CAD 200, AUD 200, BRL 600, NZD 200, BTC 0.004, DOG 3,500, ETH 0.11, BCH 0.3, LTC 1, USDT 200, NOK 1,000 for slot games and EUR 200, USD 200, CAD 300, AUD 300, BRL 1,000, NZD 300, BTC 0.008, DOG 7,000, ETH 0.22, BCH 0.6, LTC 2, USDT 400, NOK 2,000 the game or product.

## **6. DEPOSITING**

6.1. Subject to other provisions of this section, the Customer may deposit the Account using the payment methods available on the "Deposit" page of the Website for the time being.

6.2. The Customer, when allowed by the Casino, may open Wallets, each in a different currency, within the Account (available currencies are to be determined by the Casino).

6.3. The Account may be deposited only using payment accounts (e.g. credit card, bank account, e-wallet, etc.), owned by and registered (issued, opened) in the name of the Customer, and the Casino will reject all payments from third-party payment accounts. For the avoidance of doubts, the deposit cannot be performed using the corporate credit card or any similar payment account. In case any such third-party payments have been actually credited to the Account, the Customer shall promptly notify the Casino of the same and the Casino shall deduct such third-party funds from the Customer's Account. In case of the Customer's failure to notify the Casino as mentioned above, such failure

shall constitute a breach of the T&C and the Casino shall be entitled in addition to deducting at its sole discretion to deduct as a penalty the amount of such third-party payments and winnings resulting from the use of them (for the purpose of this provision, third-party payments shall be deemed used after the exhaustion of the Customer's own funds).

6.4. The Casino may set a minimum deposit amount (the minimum amount allowed to be deposited through one payment transaction) and amend it at any time. The then-current minimum deposit amount will always be displayed on the "Deposit" page of the Website for the time being. When no minimum deposit amount is displayed on the said page, it shall be deemed that the then-current minimum deposit amount is set as equivalent to 0.0001 BTC.

6.5. The Casino does not provide currency exchange services. The internal operating currency of the Website is Euro. Due to this fact, when the Customer deposits the Account or transfers the funds between the Customer's Wallets (when the said is allowed by the Casino), multiple currency conversions may occur and the Casino shall not be liable for any losses connected therewith.

## **7. WITHDRAWAL**

7.1. Subject to other provisions of this section, the Customer may withdraw funds from the Account using the payment methods available on the "Withdrawal" page of the Website for the time being.

7.2. The Customer hereby acknowledges and agrees that for the purpose of the Casino's AML endeavors, when the Customer deposits the Account, the Customer shall not withdraw such deposit before fulfilling wagering requirements as follows (the Casino shall reject such withdrawal before the fulfilment of the following wagering requirements):

7.2.1. For the purpose of the clause 7.2 (including all subclauses), unless otherwise expressly stated, the deposit amount shall include the amount of deposit itself and all possible winnings from using such deposit amount (including from using previous winnings from such deposit amount being included to the deposit amount, as stated above).

7.2.2. In order to be able to withdraw the respective deposit amount, the Customer shall, using such deposit amount, make wagers of the aggregate amount equal to a triple (x3) amount of the respective deposit (winnings shall not be considered for the calculation of the said triple (x3) amount). When the Customer has fulfilled the said wagering requirements with respect to a specific deposit, the Customer will be able to withdraw the respective deposit amount.

7.2.3. If, after fulfilling the wagering requirement regarding any deposit(s), the Customer, before withdrawal of the same, decides to deposit the Account with a new deposit amount, such new deposit amount shall also be subject to the same wagering requirements in order to become available for withdrawal. For the avoidance of doubts, the Customer will still be able to withdraw any previous deposit amount(s) in relation to which the wagering requirements has been fulfilled.

7.2.4. If, before fulfilling the wagering requirement regarding any deposit(s), the Customer decides to deposit the Account with a new deposit amount, such a new deposit amount shall also be subject to the same wagering requirements in order to become available for withdrawal. For the avoidance of doubts, the fulfilment of wagering requirements will be considered for each deposit separately on a first-come-first-served basis and no wager shall be considered as fulfilment of wagering requirements regarding more than one separate deposit.

7.2.5. The Customer acknowledges that any winnings from wagers using the exact deposit amount will be included in such used deposit amount and will be available for withdrawal only after the Customer has fulfilled the wagering requirements regarding such exact deposit amount.

7.2.6. The Customer acknowledges that, for the purpose of this clause 7.2 (including all subclauses), the Customer deposits will be used in the following order:

(i) the deposits with not-fulfilled wagering requirements shall be deemed being used first one after another from the earliest to the latest; and

(ii) the deposits with fulfilled wagering requirements (which all together shall be deemed the same deposit) shall be deemed being used only after no deposits mentioned in the (i) above remain.

7.2.7. The Casino may, but is not entitled to, allow the Customer to perform withdrawals before fulfilling wagering requirements for an additional fee (to cover the Casino's AML risks) of not less than 10% of the respective deposit amount.

7.3. The withdrawal may be performed only to the payment accounts (e.g. credit card, bank account, e-wallet, etc.) owned by and registered (issued, opened) in the name of the Customer, and the Casino will reject all withdrawal to third-party payment accounts. For the avoidance of doubts, the withdrawal cannot be performed to the corporate credit card or any similar payment account. Furthermore, the withdrawal may be performed only to the payment account used priorly for the depositing of the Account. When, for any reason, the Customer is not able to use the same payment account for withdrawal (e.g. due to termination or expiry of the same) in order to withdraw funds from the Account to another payment account, the Customer shall deposit the Account at least for a minimum deposit amount using such another payment account and only thereafter the Customer shall be able to use it for withdrawals.

7.4. The Casino may set a minimum withdrawal amount (the minimum amount allowed to be withdrawn through one payment transaction) and amend it at any time. The then-current minimum withdrawal amount will always be displayed on the “Withdrawal” page of the Website for the time being. When no minimum withdrawal amount is displayed on the said page, it shall be deemed that the then-current minimum withdrawal amount is set as equivalent to 0.001 BTC. The maximum withdrawal amount through one transaction may be limited by the provider of a payment method chosen by the Customer to process a withdrawal, in which case the withdrawal will be performed in instalments. Furthermore, the Customer agrees that the Casino, due to its internal operational specifics, shall be entitled at its sole discretion to split any withdrawal transaction into several transactions (either or not equal).

7.5. The Casino does not provide currency exchange services. The internal operating currency of the Website is EUR. Due to this fact, when the Customer withdraws funds from the Account (Wallet), multiple currency conversions may occur and the Casino shall not be liable for any losses connected therewith.

7.6. The Casino will process your withdrawals within 12 hours. However, for reasons beyond the Casino's control, withdrawals may take longer in some cases.

7.7. The Customer acknowledges that:

(i) a credit card issued in non-supported countries cannot be used for the withdrawal. The list of then-current non-supported countries will be available on the “Withdraw” page of the Website for the time being;

(ii) banking and financial institutions, as well as other payment service providers, whether or not in non-supported countries, may block or reject such transactions at their

sole discretion, and under no circumstances shall the Casino be liable for any such blocking or rejection;

(iii) a withdrawal transaction may last up to thirty (30) banking days;

(iv) some payment methods may not support payments in some specific currencies;

(v) withdrawals via bank transfers can in exceptional cases be subject to additional charges by the intermediary banks and the Casino shall not be liable for such charges.

7.8. In addition to the limits set by the payment service providers, the Casino and the Customer agree with the maximum withdrawal limits set for the following categories of players:

Regular players: 4,000 EUR per day, 30,000 EUR per week and 80,000 EUR per month or the equivalent in another currency.

VIP players who reached the following levels:

DEMIGOD - 6,000 EUR per day; 40,000 EUR per week; 160 000 EUR per month or the equivalent in another currency.

DIVINE - 8,000 EUR per day; 55,000 EUR per week; 225,000 EUR per month or the equivalent in another currency.

TITAN - 10,000 EUR per day; 70,000 EUR per week; 300,000 EUR per month or the equivalent in another currency.

## **8. REFUND POLICY**

8.1. Refund requests will be considered according to the relevant refunding policies of the respective payment service provider.

8.2. In case of refund processing, the Casino will cancel all respective bonuses and winnings connected with the amount being refunded.

8.3. In case any transaction is considered by either the Casino or the respective payment service provider to carry an unacceptable risk for security or legal reasons, the Casino will initiate refunds for all such transactions back to the respective payment account and notify all the appropriate authorities and parties.

8.4. All costs that may occur upon a refund procedure shall be borne by the Customer.

8.5. A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account.

## 9. ANTI-FRAUD POLICY

9.1. The Casino has a strict anti-fraud policy and utilizes various anti-fraud tools and techniques. Among others, the following events are to be considered by the Casino as fraudulent (safe for any and all other events which may reasonably be deemed fraudulent):

- participating in any type of collusion with other customers;
- development of strategies aimed at gaining unfair winnings;
- fraudulent actions against other online casinos or payment providers;
- chargeback transactions with a credit card or denial of some payments made;
- creating two or more accounts;
- making coordinated wagers with other customers in order to exceed wagering limits;
- making wagers being able by any means influence an outcome of the game, or in cooperation with any person which may influence such outcome, or being aware of any persons have influenced such outcome;
- advantage gambling (in its widest sense);
- other types of cheating and unfair gambling.

9.2. If the Customer is suspected of fraudulent actions, the Casino reserves the right to suspend the Customer's Account and all withdrawals. If the fraudulent actions have been proved, the Casino shall be entitled to withhold all funds from the Account as a penalty. Furthermore, all withdrawals actually made regarding the winnings from the fraudulent actions shall be deemed mistakenly remitted and shall remain the Casino's property, while the Customer shall be obliged to return any such funds. The Casino also reserves the right to inform applicable regulatory bodies of the fraudulent actions performed by the Customer.

9.3. If the Customer neither performed nor was aware of a fraudulent activity of other persons, but participated in the game affected by such fraudulent activity and such game's outcome for the Customer was distorted due to such fraudulent activity, all such outcomes shall be deemed void. In this event, all possible respective winnings of the Customer will be deducted by the Casino and all respective wagers amount will be returned by the Casino to the Customer.

9.4. In all cases, the Casino will use commercially reasonable efforts to inform the Customer of its respective decisions, reasons for the same, and effect of such decisions for the Customer.

9.5. The Casino reserves the right to retain any payments in case of suspicion or evidence of manipulation of the Website. Criminal charges will be brought against any person who has manipulated the Website or attempted to do so.

9.6. Should the Customer become aware of any possible errors or incompleteness in the Website, the Customer agrees to refrain from taking advantage of them. Moreover, the Customer agrees to report to the Casino on any error or incompleteness immediately. Should the Customer fail to fulfill such obligations, the Casino has a right to full compensation for all costs related to the error or incompleteness, including any costs incurred in association with the respective error/incompleteness and the failed notification.

## **10. RESPONSIBLE GAMBLING**

10.1. The Customer acknowledges that gambling through the Website should always be aimed at entertainment and shall never be considered as a source of income or means of recovery from debts.

10.2. In order to assist the Customer to gamble responsibly, the Casino, at the Customer's request, will apply personal limits for the Customer's use of the Website, or exclude the Customer from being able to use the Website.

10.3. When the Customer wishes to limit their use of the Website, the Customer shall notify the Casino on the same in written specifying the type of applicable limit(s) (as described below), preferable duration of such limit(s) and limit(s) specifications (e.g.

maximum allowed amount of losses and the period for which such amount will be considered).

10.4. When the Customer requests, the Casino shall effect the following personal limits (those of the listed below which the Customer has requested for) for the Customer's use of the Website, according to the Customer's respective request:

- Deposit Limit – the limitation of the aggregated amount the Customer may deposit per chosen limitation period – day, week, month. If the aggregated amount of the Customer's deposits during the respective limitation period reaches the applicable limit amount, the Casino will suspend the Customer's ability to furtherly deposit the Account till the end of the respective limitation period;

- Loss Limit – the limitation of the aggregated amount of the Customer's losses per chosen limitation period – day, week, month. The limit is to be set in relation to the amount of deposits made by the Customer without regard to any potential winnings (the counting point for losses does not change due to any winnings). If the Customer's Account balance during the respective limitation period is decreased by the applicable limit amount in comparison with the Customer's deposits made during such limitation period (the remainder of the Customer's Account balance from the preceding limitation period shall be deemed Customer's deposit for the purpose of the Loss Limit), the Casino will suspend the Customer's ability to furtherly wager with the Website till the end of the respective limitation period;

- Wager Limit – the limitation of the aggregated amount of wagers (regardless of the outcome) made by the Customer per a chosen limitation period – day, week, month. If the aggregated amount of wagers (regardless of the outcome) made by the Customer during the respective limitation period reaches the applicable limit amount, the Casino will suspend the Customer's ability to furtherly wager with the Website till the end of the respective limitation period;

- Session Limit – the limitation of aggregated duration of the Customer's use of the Website per chosen limitation period – day, week, month. If the aggregated duration of the Customer's use of the Website during the respective limitation period reaches the applicable limit duration, the Casino will suspend the Customer's ability to furtherly wager with the Website till the end of respective limitation period;

- Cooling-Off Limit – the blocking of the Customer's ability to deposit the Account and wager with the Website during the requested limitation period, while the Customer will

be able to log into the Account and withdraw funds (subject to general withdrawal limitations);

- Self-Exclusion Limit – the blocking of the Customer’s ability to deposit the Account, withdraw funds from the Account, and log into the Account during the requested limitation period.

10.5. The Customer may at any time request the Casino to apply more strict limits (in which case such limits shall be applied as provided for in the clause 10.4), or ask the Casino to relax or cancel the restrictions applied before. In the latter case, the Casino will consider such relaxation or cancelation on a case-by-case basis and may, at its sole discretion, either approve or reject such decrease or cancelation.

10.6. After the expiry of the applicable limit, the Customer will be able to use the Website without any limits described in this section, subject to general provisions of these T&C.

## **11. COMPLAINTS**

11.1. The Customer is free to contact the Casino’s customer support service team according to the instructions found on the Support page of the Website or via email [support@olympia.casino](mailto:support@olympia.casino) to file a complaint regarding the Website.

11.2. The customer support service team will use its best efforts to handle the complaint and will escalate it to the respective Casino managers in case that the customer support service team has not solved the case immediately.

11.3. The Casino will inform the Customer about the state of the complaint to a reasonable extent. The Casino will notify the Customer in order to confirm the receipt of the complaint and will use commercially reasonable efforts to review the complaint within 10 business days after the receipt confirmation.

11.4. Notwithstanding the above, if the Customer abuses their right to file complaints (e.g. spam or multiple groundless complaints, offence of Casino personnel, etc.), the Casino reserves the right to restrict the Customer’s ability to file complaints, as well as ignore all received complaints from the Customer. The Customer acknowledges that the Casino will record all communication with the Customer.

11.5. If the dispute is not resolved on the Casino management level, the Customer may contact the respective gambling regulator.

11.6. In the event of any dispute, the Customer agrees that the server logs and records shall constitute a trustful evidence for the purpose of determining the outcome of any claim. The Customer agrees that, in the event of a contradiction between the result of the game that appears on the Customer's screen and actually recorded by the Website game server, the result that was logged on the game server shall prevail, and the Customer acknowledges and agrees that the Casino's records will be trustful evidence for the purpose of determining the terms and circumstances of the Customer's participation in the relevant online gaming activity and the results of this participation.

11.7. The Customer agrees that any communication to the Customer by the Casino shall be deemed proper if performed using the Customer's contact details specified in their Account and all such communication shall be deemed delivered at the moment of sending.

## **12. MISCELLANEOUS**

12.1. The Casino shall not be liable for any hardware or software defects, unstable or lost Internet connection, or any other technical errors that may limit access to the Website or prevent the Customer from an uninterrupted use of the Website.

12.2. In a case where a wager is confirmed or a payment is performed as a result of the Casino's mistake, the Casino reserves the right to cancel all wagers related to such a mistake. In such a case, all mistaken winnings will be deducted by the Casino from the Customer's Account and all wager sums will be returned to the Customer.

12.3. If the Casino mistakenly credits the Customer's Account with winnings that do not belong to the Customer, whether due to a technical issue, error in the paytables, human mistake, or otherwise, such amount will remain the Casino's property and will be deducted from the Account. If the Customer has already withdrawn funds that do not belong to the Customer prior to the Casino's becoming aware of the mistake, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by the Customer to the Casino. In the event of an incorrect crediting, the Customer is obliged to notify the Casino immediately.

12.4. The Casino, its directors, employees, partners, service providers:

- do not warrant that the software or the Website is/are fit for the Customer's purpose;
- do not warrant that the software and Website are free from errors;
- do not warrant that the Website and/or games will be accessible without interruptions;
- shall not be liable for any loss, costs, expenses, or damages, whether direct, indirect, special, consequential, incidental, or otherwise, arising in relation to the Customer's use of the Website.

12.5. The Customer hereby agrees to fully indemnify and hold harmless the Casino, its directors, employees, partners, and service providers for any cost, expense, loss, damages, claims, and liabilities howsoever caused that may arise in relation to the Customer's use of the Website, when such use and/or participation breach these T&C.

12.6. The Customer acknowledges that the Casino shall be the final decision-maker of whether the Customer has breached these T&C in a manner that results in the Customer's suspension or permanent blocking of the Customer from using the Website.

12.7. For the avoidance of doubts, in case the Casino terminates the agreement between the Casino and the Customer due to the breach of these T&C, the offer described in the section 2 shall be deemed not addressed to such former Customer and the Customer, therefore, shall not be entitled to create a new Account.