### **Terms & Conditions**

### **GENERAL TERMS**

Before using our website, please read these Terms and Conditions carefully. By registering a Player Account with the website you agree and confirm your consent with the Terms and Conditions.

The www.casinochan.com ("Casino", "Website", "Company", "We", "Us", "Our") is owned and operated by Dama N.V., a company registered and established under the laws of Curaçao, with registration number 152125 and registered address at Scharlooweg 39, Willemstad, Curaçao, and its wholly-owned subsidiary, Friolion Limited, registered in Cyprus with registration number HE 419102 and registered address Leandrou, 12A 3086, Limassol, Cyprus. Dama N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-013). All payments with Paysafe are made via Dama N.V. It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction for online gambling.

In case there are other language versions of the Terms available, the English version will always prevail.

Changes to terms and conditions

Effective from: 22.12.2015 Last updated: 02.08.2022

The Casino reserves the right to unilaterally change these Terms and Conditions when such need occurs. We will do our best to notify our players of any significant changes by email. However, we do recommend all players to revisit this page regularly and check for possible changes.

### Who can play

The website accepts players only from those countries and geographic regions where online gambling is allowed by law.

You are solely responsible for determining whether your accessing and/or use of the website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is not illegal in the territory where you reside.

Any claim against the Company brought by you for any reason whatsoever in

regard to the above mentioned will be considered void and shall not be accepted. Players from Israel, 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, Turkey, Latvia, Dutch West Indies, Belarus, Lithuania, Gibraltar, Jersey, United Arab Emirates, Slovakia, Ukraine, Greece, Belgium, Cyprus, Angola, Albania, Iraq, Jamaica, Uganda, Pakistan, Islamic Republic of Iran, Panama, Lebanon, Zimbabwe, Mauritius, Nicaragua, Yemen, Central African Republic, Côte d'Ivoire, Sudan, Liberia, Syrian Arab Republic, Cayman Islands, Somalia, Republic of the Congo, Democratic Republic of the Congo, North Korea, Eritrea, Haiti, Sierra Leone, Ethiopia, Myanmar, South Sudan, Burkina Faso, Libya, Mali, Barbados, Rwanda, Czech Republic, Serbia and Curacao are prohibited from playing real money wagering games at CasinoChan. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that player breaches this Restricted Countries policy. Also please note that players from Canada are not allowed to play NYX (NextGen) games. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that player breaches this Restricted Countries policy.

The website only accepts adult players (the minimum age is 18) and players who have reached the age specified by the jurisdiction of player's place of residence as eligible for online gaming. It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction regarding the age limitation for online gambling.

Any bonuses are not available to players from Sweden, including participation in any kind of promotional programs, receiving VIP rewards, as well as exchange of comp points.

Players from Finland aren't eligible for any deposit-based bonuses.

The Company reserves the right to ask for a proof of age from the player, limiting access to the website or suspending the accounts of players who fail to meet this requirement.

When you play casino slots developed by NetEnt, NetEnt's privacy policy also applies. It can be found here: <u>NetEnt Privacy Policy</u>.

#### ACCEPTED CURRENCIES:

The website allows playing for the following CURRENCIES: EUR, CAD, AUD, CZK, BTC, BCH, DOGE, LTC, ETH, USDT.

#### Fees and taxes

The player is fully responsible for paying all fees and taxes applied to their winnings according to the laws of the jurisdiction of the player's residence. If a user made a deposit and did not place any wagers, we reserve the right to cover our fees in case the user requests a withdrawal.

All deposits need to be wagered x3 before withdrawal.

### Games rules

The player confirms that he/ she knows and understands the rules of games offered by the website. It is the user's responsibility to know the payout percentage of each game.

### Availability of games

Please bear in mind some games may be unavailable in certain jurisdictions, as required by policies of game providers that may change from time to time. Using VPN is not restricted, however, it may lead to malfunction of games or connections issues.

### 1. Absolute Restriction

NetEnt will not permit NetEnt Casino Games to be supplied to any entity that operates in any of the below jurisdictions (irrespective of whether or not NetEnt Casino Games are being supplied by the entity in that jurisdiction) without the appropriate licenses. Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Spain, Sweden, Switzerland, United Kingdom, United States of America.

### 2. Blacklisted Territories

All NetEnt Casino Games may not be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia, France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia, Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Portugal, Romania, Singapore, Spain, Sweden, Switzerland, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America, Yemen, Zimbabwe. 3. Blacklisted Branded Games Territories

The followed NetEnt Braded Games have some further restrictions in addition to the Blacklisted Territories set out above:

3.1 In addition to the jurisdictions set out in paragraph 2, Planet of the Apes Video Slot must not be offered in the following territories:

Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine. 3.2 In addition to the jurisdictions set out in paragraph 2, Vikings Video Slot must not be offered in the following jurisdictions:

Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey, Ukraine, United States of America.

3.3 In addition to the jurisdictions set out in paragraph 2, Narcos Video Slot must not be offered in the following territories:

Indonesia, South Korea.

3.4 In addition to the jurisdictions set out in paragraph 2, 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, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

3.5 In addition to the jurisdictions set out in paragraph 2, Fashion TV Video Slot must not be offered in the following territories:Cuba, Jordan, Turkey, Saudi Arabia.

4. Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse and The Invisible Man) may only be played in the following territories: Andorra, Austria, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Cyprus, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Russia, San Marino, Serbia, Slovakia, Slovenia, Turkey and Ukraine. Players from Canada are not eligible to play the games from NYX.

## DISCLAIMER OF LIABILITIES

The player is aware of the fact that gambling on the website may lead to losing money. The Company is not liable for any possible financial damage arising from the use of the website.

The Company is taking effective measures to protect player's private data from any unauthorized use and is only making it available to parties involved in providing of gambling services through the website. Notwithstanding this, the Company is not responsible for how the information is further treated by third parties, for example third party software providers or affiliates. Treatment of player's private data by such parties is subject to terms and conditions of these parties, if any.

The Company is not liable for any hardware or software defects, unstable or lost Internet connections, or any other technical errors that may limit player's access to the website or prevent player from an uninterrupted play.

In the unlikely case where a wager is confirmed or a payment is performed by us in error, the Company reserves the right to cancel all wagers accepted containing such an error, or to correct the mistake by re-settling all the wagers at the correct terms that should have been available at the time that the wager was placed in the absence of the error.

If the Casino mistakenly credit your Player Account with a bonus or winnings that do not belong to you, whether due to a technical issue, error in the paytables, human error or otherwise, the amount and/or the winnings from such bonus will remain the Casino property and will be deducted from your Player Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.

The Casino, its directors, employees, partners, service providers: do not warrant that the software or the Website is/are fit for their 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 your use of the Website or your participation in the games.

You hereby agree 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 your use of the Website or participation in the Games.

You acknowledge that the Casino shall be the final decision-maker of whether you have violated the Casino's Terms and Conditions in a manner that results in your suspension or permanent barring from participation in the Website.

#### USE OF PLAYER'S ACCOUNT

Each player can create only one personal user account. Creating multiple user accounts by a player can lead to termination of the accounts and suspending of all payouts. Please have in mind that the casino reserves the right to reject deposit refund in case a duplicate account is detected. The player shall not provide access to his user account or allow using the website to any third party including but not limited to minors. The website can only be used for personal purposes and shall not be used for any type of commercial profit. Any offensive or obscene language, as well as any commercial or promotional information, are not allowed in the "Nickname" field in the player's profile. If any violations are detected, support service members or other Company's staff may replace the contents of the "Nickname" field with something neutral. In case of a repeated violation, the player's account may be blocked and all funds confiscated. Any returns, winnings or bonuses which the player has gained or accrued during such time as the Duplicate Account was active may be reclaimed by us, and players undertake to return to us on demand any such funds which have been withdrawn from the Duplicate Account.

We reserve the right to make a phone call to the number provided in your user account, which at our own discretion can be a necessary part of the KYC procedure. Account and/or any actions in the account may be terminated until the account is fully verified. We will make reasonable efforts trying to contact you regarding the withdrawal of the funds, but if we are not able to reach you (by email or phone) in two (2) weeks as from the date of the request for withdrawal, account will be locked, since you have failed to pass the KYC procedure.

ANTI-FRAUD POLICY

The Company has a strict anti-fraud policy. If the player is suspected of fraudulent actions including but not limited to:

participating in any type of collusion with other players,

development of strategies aimed at unfaithful winnings,

fraudulent actions against other online casinos or payment providers,

charge back procedures with a credit card or denial of some payments made,

going bankrupt in the country of his residence,

providing incorrect personal data during registration,

low risk roulette play when the player places equal bets on both black and red or even and odd covering 25 or more out of 37 numbers on the table. (Placing bets on both black and red covers 36 of 37 possible numbers),

other types of cheating.

The Company reserves the right to terminate the user account and suspend all payouts to the player. This decision is at the sole discretion of the Company and the player will not be notified or informed about the reasons of such actions. The Company also reserves the right to inform the regulatory bodies of such fraudulent actions performed by the player.

In the event of a chargeback, the casino reserves the right to:

charge the player an amount equivalent to the player's available balance funds to compensate damages and expenses resulting from the chargeback;

claim further damages and financial losses from the player by contacting them via one of the methods provided during the registration process (i.e. phone, e-mail, etc.);

close the player's account and/or discard all and any winnings gained as a result of such an action or attempt to perform such an action.

The administration of the casino reserves the right to call its players if regarded as a necessary part of verification. The account will not be verified and the winnings will not be processed until a conversation with the manager takes place(the call is realized via phone number provided for the player's account). In case the phone number is invalid or missing, giving grounds to suspect fraud, the casino reserves the right to terminate the account and confiscate the winnings. If the player does not pass the procedure within two weeks, the account will be permanently closed and the winnings confiscated. Such actions may help to reduce fraudulent actions and avoid negative practice in the future. In case the player has a duplicate account with bonuses, or same ID, or used a few accounts from the same browser, or same playing scheme at both accounts, the casino reserves the right to terminate such accounts and withhold the winnings. If a customer avails of registration free spins while his/her county differs from the IP address, the administration of the casino reserves the right to terminate such an account and withhold the winnings in order to avoid negative practice in the future. If a customer or group of customers is suspected of abusing a promotion, CasinoChan reserves the right to void the bonus and any winnings. Abusing a promotion means:

Making maximum allowed bets on high variance games in order to increase balance;

Decreasing stake after big hit and switching to low variance game;

Making deposits with only bonus promotions without free cash deposits;

Customer bonus ratio (deposits : bonuses) is more than 50%.

The Casino has zero tolerance to advantage play. Any player who will try to gain advantage of casino welcome offers or other promotions agrees that Company reserves the right to void bonuses and any winnings from such bonuses, for the reasons of:

use of stolen cards;

chargebacks;

creating more than one account in order to get advantage from casino promotions;

providing incorrect registration data;

any other actions which may damage the Casino.

The Casino reserves the right to close your Player Account and to refund to you the amount on your account balance, subject to deduction of relevant withdrawal charges, at Casino's absolute discretion and without any obligation to state a reason or give prior notice. The Casino reserves the right to retain payments, if suspicion or evidence exists of manipulating the casino system. Criminal charges will be brought against any user or any other person(s) who has/have manipulated the casino system or attempted to do so. The Casino reserves the right to terminate and/or change any games or events being offered on the Website.

In order to verify player's account casino management may request documents (ID, payment systems, utility bills etc) in Latin or Cyrillic alphabet. In case player doesn't have an opportunity to provide documents in above-mentioned alphabets, the casino reserves the right to demand video verification where player shows his/her documents.

Should you become aware of any possible errors or incompleteness in the software, you agree to refrain from taking advantage of them. Moreover, you agree to report to the Casino any error or incompleteness immediately. Should you 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. Any deposit has to be wagered 3 times (player must place bets three times their deposit amount) before they can withdraw the funds related to this deposit. In case several deposits were made with no gaming activity, the player has to wager the total amount of these deposits prior to withdrawal. Otherwise the Casino reserves the right, at its sole discretion, to charge a fee for the processing of the deposit(s) and the withdrawal requested.

The casino is not a financial institution and thus should not be treated as such. Your account will not bear any interest and no conversion or exchange services (including fiat-crypto exchange) will be offered at any time.

#### DEPOSITING

CasinoChan offers a variety of payment methods. They include VISA and MasterCard credit and debit cards, as well as different web wallets. Please contact our support team at support@casinochan.com to inquire about the most suitable payment methods for your country of residence.

Please note that the minimal deposit amount is €20 /A\$10. The maximum deposit

amount depends on the payment method you decide to use.

Using third party payments is prohibited. You must make deposits only from a bank account, or using VISA/MasterCard bank cards, payment systems Skrill/NETELLER, or other payment methods registered in your own name. If we determine during the security checks that you have violated this condition, then your winnings will be confiscated and the original deposit will be returned to the owner of the payment account; CasinoChan also is not responsible for the lost funds deposited from third party accounts.

Kindly note that due to the nature of cryptocurrencies, deposit limits cannot be applied to the deposits made through CoinsPaid payment system. If you want to limit your gambling in the casino, please, use any other available option.

#### WITHDRAWAL POLICY

The minimal amount for withdrawal is €10. The maximum amount for withdrawal depends on the payment method you decide to use. If the requested amount of withdrawal exceeds the limit of a particular payment system, the amount will be withdrawn in installments. Your withdrawals will be processed as soon as possible, however, please keep in mind that for some payment options, your withdrawal request may take up to 3 days to process.

If you have deposited via credit or debit card and the amount of withdrawal is equal to or lower than the one deposited, we reserve the right to pay the withdrawal amount back to the credit or debit card. If the amount exceeds the one deposited, the amount in excess will be paid via one of the alternative payment methods. The Casino reserves the right to check your identity prior to processing payouts and to hold any refunds or withdrawals during that time. In case you provide false Personal Data, the withdrawal can be refused and the Player Account terminated, of which you will be informed by email. Reporting by the Casino to applicable regulatory bodies of actions performed by the player may be required.

The website supports payouts via Original Credit Transfer (OCT) from Visa and via Payment Transfer from Mastercard. Additional requirements are that the respective credit card is not a corporate credit card and issued in a supported country.

For Visa, the following countries are not supported: USA, Australia, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, Singapore.

For Mastercard, the following countries are supported: Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Luxembourg, Malta, Monaco, Netherlands, Norway, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, and United Kingdom.

Please note that even for supported countries the Company is not able to guarantee successful credit card payment processing in all cases, since banks issuing credit cards may block or reject such transactions at their own discretion. Please note that the internal operating currency of the website is Euro. If you transact in other currencies, the amount deducted from your credit card may be insignificantly higher than displayed at the time of transaction due to currency conversions on the side of your bank and/or the Company's payment processing system.

You acknowledge that withdrawals via bank transfers can in exceptional cases be subject to additional charges by the intermediary banks. These charges remain beyond the influence of The Casino and are limited to the equivalent of 16 EUR. The Company reserves the right to check player's identity prior to processing payouts, holding any pending withdrawals during that time. In some cases the Website can request a selfie with an ID, a selfie with an ID and a special sign, or a phone call. Failure to pass verification will lead to the account closed and any winnings confiscated. In case of false personal data provided by the player, the withdrawal can be refused and the user account can be terminated. The player will be informed thereof by email. In some cases The Company may require verification via a live video call (Skype). Due to the restrictions of the payment processor, the minimum withdrawal amount processed via Wire Transfer is 500 EUR/AUD. The maximum withdrawal amount processed to a player is 4,000 EUR/CAD/AUD, 0.1 BTC, 5 BCH, 700,000 DOGE, 30 LTC per day, 16,000 EUR/CAD/AUD, 0.5 BTC, 10 BCH, 1 400 000 DOGE, 60 LTC per week and 50,000 EUR/CAD/AUD, 2 BTC, 20 BCH, 2 800 000 DOGE, 120 LCH per month, unless otherwise specified in the promotional Terms & Conditions, where exceptions can be made for players with a higher VIP status. All progressive jackpot winnings will be paid out in full.

For players with an active self-exclusion period or active account restrictions (maximum loss, wager amount, deposit and maximum bet amount) the following maximum withdrawal limits apply: 500 EUR/CAD/AUD a day, 1,500 EUR/CAD/AUD a week, 5,000 EUR/CAD/AUD a month. These limits will also apply to inactive accounts. An account is considered inactive when not being used for making deposits, playing or making bets, or when it's inactive due to any other reasons during 1 month. Finally, please keep in mind the Casino is not a financial

institution. Your account will thus not bear any interest and no conversion or exchange services will be offered at any time.

# REFUND POLICY

A refund request will only be considered if made within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if the Player alleges that another individual has accessed his/her Player Account. If you have funded your account with a Credit Card, we reserve the right to process all withdrawal requests up to the total amount deposited as refunds against the purchases you have made. If your withdrawals exceed the total amount deposited, any excess amount will be paid to you via one of our alternative methods available.

Before a refund is processed, all bonuses and winnings in your balance will be deducted for the purpose of calculating the amount to be refunded. In case any Credit Card purchases are considered to carry an unacceptable risk for security or legal reasons either by our Payment processors or by the Casino, we will initiate refunds for all such transactions back to the Credit Card, notifying all the appropriate authorities and parties.

All costs that may occur upon refund procedure are on the player.

# DORMANT ACCOUNTS

An inactive (dormant) account is a Player Account which a player has not logged into or logged out of for twelve (12) consecutive months. If your Player Account is deemed to be inactive, the Casino reserves the right to charge a monthly administrative fee of  $\leq 10$  or the equivalent in another currency (or the current balance of your account, if less) as long as the balance of your account remains positive.

You authorize the Casino to debit this fee from your Player Account at the beginning of the month following the day on which your account is deemed inactive, and at the beginning of every subsequent month that your account remains inactive. The Casino will stop deducting the fee if the account balance is zero or if the account is re-activated.

### EXPIRY PERIOD

You agree that any claim and/or cause of action arising out of or related to these Terms and Conditions or a service provided by the Casino must be filed within one (1) year after such claim or cause of action arose.

### COMPLAINTS

You are free to contact our customer service team according to the instructions found on the Website to make any complaints regarding our services. The complaints are handled in the support department and escalated in the organization of the Casino in case the support personnel did not solve the case immediately. You will be informed about the state of the complaint to a reasonable level. Casino is to acknowledge a complaint started by the account holder only. It is forbidden to hand over or sell your complaint to the third party. Casino will dismiss the complaint if the matter is handed over to be conducted by the third party and not the original account owner. In the event of any dispute, you agree that the server logs and records shall act as the final authority in determining the outcome of any claim. You agree that in the unlikely event of a disagreement between the result that appears on your screen and the game server, the result that was logged on the game server will prevail, and you acknowledge and agree that our records will be the final authority in determining the terms and circumstances of your participation in the relevant online gaming activity and the results of this participation. When we wish to contact you regarding such a dispute, we will do so by using any of the contact details provided in your Player Account.

#### NON TRANSFERABILITY

You can not assign, pledge or transfer ownership under any title whatsoever to claims arising from these Terms and Conditions, the use of the Website or participation in the Games against the Casino without consent of the Casino. This prohibition is designed as a non-transferability clause ex article 83 paragraph 2 of book 3 of the Civil Code and includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial, or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, entity in any way shape or form.

#### ARBITRATION

All disputes which may arise between you and the Casino including their successors in title under general or special title as a result of these Terms and

Conditions or as a result of further agreements and other acts in connection with these Terms and Conditions shall be settled exclusively by arbitration in Cyprus and in accordance with Cyprus Civil Procedure Rules.

### PRIVACY POLICY

### GENERAL

Effective from: 22.12.2015 Last updated: 16.04.2020

As a data controller, we have a legal obligation under gambling regulations to process personal data from players in order to allow them to participate in games and provide them with ancillary services. This Privacy Policy explains what personal data we collect from players, why we collect it and how we utilize it. The www.casinochan.com ("Casino", "Website", "Company", "We", "Us", "Our") is owned and operated by Dama N.V., a company registered and established under the laws of Curaçao, with registration number 152125 and registered address at Scharlooweg 39, Willemstad, Curaçao, and its wholly-owned subsidiary, Friolion Limited, registered in Cyprus with registration number HE 419102 and registered address Leandrou, 12A 3086, Limassol, Cyprus. Dama N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-013). If you have any other questions regarding this Privacy Policy or protection of your data, please feel free to contact our Data Protection Officer at dpo@damacasino.com.

By registering a Player Account with the Website, you confirm your acceptance of this Privacy Policy. If you do not agree with the terms of this Privacy Policy and do not wish to provide us with the personal information we require, please do not use this website.

Please note that this Privacy Policy constitutes an agreement between you and the Company. We may periodically make modifications to this Policy. While we will do our best to notify you of such changes, we recommend that you revisit this Privacy Policy regularly. Your continued use of the Website and/or its services will constitute your acceptance of the Privacy Policy.

### INFORMATION WE COLLECT

The Personal Information which we may request to use and process shall include, without limitation:

Any of the information that you provide to us when filling in the forms on our account registration pages, as well as any other data that you further submit via

the Website or email (e.g. first and last name, date of birth, email address, phone number);

Correspondence made with us via the Website, email, web chat or through other means of communication;

All Player Account transaction history, whether this takes place via the Website(s) or via other means of communication;

Website logins and their details, including traffic data, GeoIP location data, browser/device data, weblogs, activity logs and other traffic information recorded in our system;

Documents and proofs reasonably requested by us to verify your account, to process deposits or withdrawals and to conduct anti-fraud checks (on our own initiative or as required by applicable legislation). Such proofs may include passport scans, payment slips, bank statements, etc.

Survey participations or any other customer assessments that we may carry out from time to time.

### HOW WE USE YOUR INFORMATION

We process the Personal Information we collect from you in order to deliver our services. In particular, we will use your data for the following purposes:

Processing your bets and transactions. This includes your use of credit card and online payment systems;

Providing you with gaming and other ancillary services that you seek from our Website;

Rendering customer support, such as assistance with setting up and managing your account;

Identifying and performing the necessary verification checks;

Providing registered players with information about our promotional offers, or providing promotional information from our selected business partners, associates and affiliates (only if players specifically consented to receiving such marketing material); Complying with legal responsibilities, including complying with anti-money laundering (AML) and combating the financing of terrorism (CFT) laws;

Monitoring and investigating transactions for the purposes of preventing fraud, terms abuse, money laundering and other illegal or irregular gaming activities;

Analyzing customer trends through market study assessments (participation in surveys is not obligatory and you can always choose not to take part);

Conducting research and statistical analysis of aggregated data.

### MARKETING COMMUNICATION

Unless you have elected not to receive promotional materials, we may use your Personal Information, including your email address and phone number, to send you marketing communications regarding products, services and promotions. This may include information about products and services from our business partners, such as casino game providers.

Whenever you decide to stop receiving such marketing and advertising material, you may opt out of this in your Player Account settings or by contacting our customer support at support@casinochan.com

Additionally, note that by accepting any contest prize or winnings from us, you consent to the use of your name and/or nickname for advertising and promotional purposes without additional compensation, except where prohibited by law.

### **OBTAINING PERSONAL INFORMATION**

We shall not collect any Personal Information about you without your knowledge. We may, however, automatically collect certain data about you where you would have provided such information through the use of our services and through your interactions with us.

We may also lawfully receive certain Personal Information from online vendors and service providers, such as fraud prevention companies. In addition, we retain the right to engage the services of third-party providers to render technical support, so as to process your online transactions and source gaming content. Please understand that we may be granted access to any information you may provide to such vendors, service providers and third-party e-commerce services. Rest assured that we will use and safeguard any Personal Information so obtained, as set out in this Policy. Any information that you provide will only be disclosed to third parties outside the Company in accordance with this Privacy Policy, and we shall take any necessary steps to ensure that our agreements with third-party service providers always protect your private information.

### DATA RECIPIENTS

We may pass information that you have given us to other entities within our group of companies and to our business partners. These companies include our parent companies, their parent companies and all of the subsidiaries of these respective companies, as well as other companies with whom we carry out business and hold necessary agreements. Data processing of your information may be undertaken by Dama N.V. or by another company in the group of companies, which may use a third party to fulfil such data processing needs. Employees of the Company, more specifically Data Protection Officer, Money Laundering Officer, Payments & Anti-Fraud analysts, Customer Support agents, Customer Retention team members, VIP player managers as well as other selected employees, shall also have access to your Personal Information for the purpose of executing their duties and providing you with assistance.

Our employees who have access to, or are associated with the processing of the player's personal information, have signed confidentiality agreements to respect the confidential nature of the player's information pursuant to applicable gaming, data protection and privacy laws.

In order to provide you with an efficient service, we and/or our service providers might require transferring your personal data from one country to another in the European Union (EU) and European Free Trade Association (EFTA) regions and also to some data processors that may be based outside of the European Economic Area (EEA). Therefore, by browsing the Website and communicating electronically with us, you acknowledge and agree to our (or our suppliers or subcontractors) processing of your data in these countries. We shall always use our best efforts to ensure that your information and data is treated securely and in accordance with this Privacy Policy.

We have appointed a data protection officer ("DPO") who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, please contact the DPO at dpo@damacasino.com

### RELEASING DATA TO THIRD PARTIES

We do not sell or rent your personal data to third parties. We may disclose your personal information if required by law, regulation, or other legal subpoena or warrant. We may also disclose your personal information to a regulatory or law enforcement agency if we believe it to be necessary to protect the legitimate interests of the Company, its customers or any third party. Personal data will only be disclosed to third parties in the following cases:

a) Where we are required to do so by law;

b) If the Website needs to share data with its payment processors to facilitate payment transactions in accordance with their privacy policies. (In particular, most banking card transactions are processed by Paysafe whose <u>privacy</u> <u>policy</u> applies to such transactions);

c) To comply with our legal and regulatory duties and responsibilities to the relevant licensing and regulatory authorities as well as all duties and responsibilities owed under any other applicable legislation and to any other applicable regulators in other jurisdictions;

d) When the Company believes that disclosure is necessary to protect the Company's or the player's safety, or the safety of others, investigate fraud, or respond to a government request;

e) If our marketing service providers require the data to carry out their tasks;

f) To any other third party with the player's prior consent to do so.

We use third-party data processors to process limited personal data on our behalf. Such service providers support the Website, especially relating to hosting and operating the websites, marketing, analytics, improving the websites, and sending email newsletters. We shall ensure that the transfer of the Personal Data to the recipient is compliant with applicable Data Protection Legislation and that the same obligations are imposed on the processor under the respective Services Agreement.

Our websites may also include social media features (e.g. "share" or "like" buttons). Such features are provided by third-party social media platforms such as Facebook. Where data is collected this way, its processing is governed by the privacy policy of the respective social media platforms. In addition to the above, we may also release personal data if we acquire any new businesses. Should the Company undergo any changes to its structure such as a merger, acquisition by another company or a partial acquisition, it is most likely that our customers' personal data will be included within the sale or transfer. We will, as part of our Policy, inform our players by email prior to effectuating such transfer of personal data. Please note our content may link to third party websites to provide relevant references. We are not responsible for such external content, which may contain separate privacy policies and data processing disclosures.

### DATA RETENTION

As stated under our Terms and Conditions, both you and the Casino can decide to have your Player Account closed at any time. Following closure of your account, we will retain your personal data on record for as long as required by law. This data shall only be used should it be required by competent authorities in cases of enquiries regarding financial and fiscal records, fraud, money laundering or investigations into any other illegal activity.

You are to note that due to anti-money laundering regulations in licensed gaming jurisdictions in the European Union, we are obliged to retain personal data of players submitted during registration and any data passed on during the operative period of a Player Account for a minimum of five years from last player transaction or account closure. Therefore, requests for erasure prior to the lapse of this period cannot be entertained.

## SECURITY OF YOUR DATA

We hereby acknowledge that in collecting and processing your Personal Information for the purpose of managing your Player Account, we are bound by strict legal provisions on the protection of personal data. Consequently, we endeavor to protect your personal information and respect your privacy in accordance with best business practices and applicable regulations. Being committed to providing secure services to players, we will take all reasonable precautions to ensure that all the data that you have submitted via the Website remains safe.

Player Accounts can only be accessed with the player's unique ID and password. You may also set up two-factor authentication (2FA) as additional protection from unauthorized use of your account. You are responsible for keeping your login information confidential and making sure it cannot be accessed by another person.

### YOUR RIGHTS

Data protection law gives you, as a data subject, certain rights in certain circumstances. In accordance with law, you have a right to:

- Request access to your personal data - This means that you have a right to request, free of charge, a copy of the personal data we hold about you;

- Request the correction of your personal data – This means that if any personal data we hold about you is incomplete or incorrect, you have a right to have this corrected. Keep in mind, however, that we may need you to provide evidence and documentation (such as your ID documentation or proof of address) to support your request. It can be declined due to our legal obligations

- Request the erasure of your personal data - This means that you may request the erasure of your personal data where we no longer have a legal basis to continue processing it or retaining it. Please be aware that this right is not absolute – meaning that we are not able to satisfy your request where we are obliged under a legal obligation to retain the data, or where we have reason that the retention of data is necessary for us to defend ourselves in a legal dispute;

- Object to the processing of your personal data where we rely on our legitimate interests (or those of a third party) to process your data and you feel that our processing of your data in such a manner impacts your fundamental rights and freedoms. However, in some cases, we may be able to demonstrate that we have a compelling legitimate ground to process your data which may override your rights and freedoms. You may submit your objections to processing of your personal data on the grounds of the above-mentioned legitimate company interests by contacting our DPO;

Request the restriction of the processing of your personal data – You may ask us to temporarily suspend the processing of your personal data in one of the following scenarios: (a) where you want us to establish the accuracy of the data, (b) where our use of the data is unlawful but you do not wish for us to delete it, (c) where you need us to retain your data even when we no longer need it in order for you to establish, exercise, or defend legal claims, or (d) where you have objected the use of your data but we need to verify whether we have overriding legitimate grounds to use it;

- Request the transfer of your personal data (i.e. data portability) – This means you may request us to provide you with certain data we process about you so you may transfer it to another controller. This right only applies to data acquired through automated means which you initially provided consent for us to use, or where we used the data to perform our obligations under a contract with you;

- Withdraw your consent at any time where we rely on your consent to process the data - 'Opting out' or withdrawing your consent will not affect the lawfulness of the processing carried out by us up until the time you withdraw your consent. Withdrawing your consent means that, going forward, you no longer wish for us to process your data in such a manner. This means that you may no longer consent for us to provide you with certain services (such as marketing. You may withdraw your consent at any time through the account profile settings on the website;

- Lodge a complaint with a supervisory authority; In order to exercise your rights as explained above, we may need to request specific information about you to help us verify your identity. This is a security measure to ensure that we are certain that the person to whom we disclose your personal data is really you.

We will do our utmost to respond to all legitimate requests within a one-month timeframe from the submission of a request. If your request is particularly complex, or if you have made multiple requests in a certain time period, it may take us a little longer. In such a case, we will notify you of this extension.

#### CONTACTING US

You may always contact us in regards to this Policy should you wish to:

a) Confirm the accuracy of the personal information we have collected about you;

- b) Enquire about our use of your personal information;
- c) Prohibit future use of your data for direct marketing purposes;

d) Update or modify any information that you have provided us with (in such cases you must provide any evidence we may reasonably require to effectuate such changes). Note it is illegal to provide us with false information about yourself, and it is your responsibility to ensure that we are always updated with your correct data.

If you have any other questions regarding this Privacy Policy or protection of your data, please feel free to contact our Data Protection Officer at dpo@damacasino.com

In addition, as per Article 77 of the GDPR, you have the right to lodge a complaint related to your data processing to a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of an alleged infringement.

### COOKIE POLICY

When you visit the Website, our system automatically collects information about your visit, such as your browser, IP address, and the referring website. This collection may be done in conjunction with our platform providers and partners. We may receive from them general demographic or usage data of our Website visitors. We do not use automatically collected information to identify you personally without receiving additional consent.

To collect the information in question we use cookies and similar tracking tools. Cookies are small text files that are stored on your computer or equipment when you visit our web pages. Some of the cookies are essential for the Website to operate; others improve your Website experience and help us deliver a better service. Below are the types of cookies we use and their purposes. Required cookies:

enable the navigation and basic functionality of the websites, e.g., access to member areas of the Website.

Functional cookies:

allow us to analyze your website usage and your selections on the website (e.g. your session key, language, or region), so we can save these settings and offer you a more personalized experience.

Advertising cookies:

allow us to gauge how effective our content marketing is. These cookies are provided by our partners to track website visits and new player registrations from advertising. We do not share your personal information (such as name or email) with affiliated partners except for site visit data collected directly by such Advertising Cookies. However your site visit data may be linked with other personal information collected through other sources by the providers. The latter external data processing is governed by the privacy notices and policies of these third-party providers.

In addition to the above, we use a number of third party service providers who also set cookies on this Website, in order to deliver the services that they are providing to us. Such services include, but are not limited to, helping us to improve your experience by tracking your activity on the Website, measuring the effectiveness of the Website and the effectiveness of our marketing campaigns. Most online browsers automatically accept cookies. If you prefer, it is possible to block some or all cookies, or to delete cookies that have already been set by modifying your browser settings. However, we recommend that you do not block or delete your cookies as this may restrict your use of our Website.

### NETENT GAMES

When you play casino games developed by NetEnt, NetEnt's Privacy Policy also applies. This policy can be found <u>here.</u>

### **RESPONSIBLE GAMING**

### GENERAL

Gambling at an online casino should always be aimed at entertainment. However, there is a certain percentage of people who lose control over themselves while gambling. Before starting to play, it is important to understand that gambling should never be viewed as a source of income or means of recovery from debts. It is useful to keep track of the time amount of money spent at an online casino daily.

If you think that you start spending more money than you can afford, or in case gaming starts interfering with your normal daily routines, we strongly advise to consider several measures that can help, such as setting Personal Limits on your gaming activities, opting for Self-Exclusion, and seeking help and support from trusted independent bodies.

#### PERSONAL LIMITS

To assist you in gambling responsibly we offer the Personal Limits feature. If you want to setup any limits - you should contact customer support at support@casinochan.com.

Deposit Limit.

A limit on your deposits for a day, a week, or a month. Loss Limit. A limit on your losses in the casino for a day, a week, or a month. Please note the loss is based on the initial deposit and not winnings attributed to the deposited amount. If for example you deposit €50, set a Loss Limit of €10 and then go on to win €1,000, you can still lose more than €10 of the €1,000 balance, as it is based on the initial deposit instead of the winnings.

Wager Limit.

A limit on the amount wagered during a day, a week, or a month. Cooling-Off Limit.

You can set a Cooling-Off Period for 1 week, 1 month, 3 months, or 6 months. While the limit is active you cannot deposit with the Casino and will be excluded from all promotional offers, although you may withdraw the remaining funds during this period. Cooling-Off period is applied to your account immediately. Upon its expiring your account will automatically be re-activated. Self-Exclusion Limit.

You can set a Self-Exclusion Limit for 6 months, 9 months, or 1 year. Upon doing so your Player Account will immediately be disabled and you will be excluded from all promotional offers for the set period. You will not be able to deposit or withdraw funds when the limit is active. Unlike Cooling-off limits, with selfexclusion limits your account will not be automatically reactivated. If you want to reactivate your account after the period is over, please, contact us.

### SELF-EXCLUSION BY REQUEST

You may also contact our support team at support@casinochan.com and inform us about your decision to stop gambling at the Website for a certain period of time or forever. We will take all measures to block your access to your account and make sure that you receive no promotional materials.

#### EXTERNAL HELP

You may contact any of the following organizations for consultation and support:

#### **Gamblers Anonymous**

#### <u>GamCare</u>

#### **Gambling Therapy**

#### **PROTECTION OF MINORS**

The Casino only accepts players who are at least 18 years old and uses all available methods to stop any attempts of minors to register and play on our Website. The Casino reserves the right to ask for a proof of identity and in case the player has not reached the legal age to play, access to the Website will be denied immediately.

However, we realize that due to a wide availability and nature of the Internet people under the legal age still have a chance to register and play at an online

casino. We therefore strongly encourage parents to cooperate in protecting their children from free access to gaming websites. There is special software that can help in this matter. Please visit the following websites for more information:

**CyberPatrol** 

GamBlock<sup>®</sup>

Solid Oak Software

Net Nanny