

Valid from 11.07.2024

Version 2.3.4

In order to give you the full information about your relationship as a Player to Viral Interactive Limited as the Operator, we have tried to keep our Terms and Conditions short and clear. These Terms and Conditions regulate the contractual relationship between you and us, concerning the use of the Games provided on any of our Websites, mobile and/or every other software belonging to, operated by, or licensed to the Operator.

Read the Terms and Conditions carefully in their entirety before accepting them and using the Services. If you do not agree with any provision of these Terms and Conditions you must not use or continue to use any of the Services provided by us.

## 1. General

1.1. Viral Interactive Limited is a limited liability company incorporated in Malta and subject to Maltese law, bearing registration number C 66828 and having its registered address at Horeca Building, 3rd Floor, Triq I-Imgarr, Xewkija, Malta, XWK 9012.

*Horeca Building, 3rd Floor,*

*Triq I-Imgarr, Xewkija, Malta, XWK 9012*

*compliance-viral@mfortune.co.uk*

1.2. The Operator is regulated in the United Kingdom (UK) by the Gambling Commission (ref. 42739) and shall only provide gaming services to players residing in Scotland, Wales and England.

1.3. The website <https://www.mfortune.co.uk/> is operated and managed by the Operator.

1.4. All payments over the Website are managed and collected by the Operator. Player funds will be kept separate from the Company's business accounts. These funds are not protected in the event of insolvency: [not protected segregation](#).

1.5. These Terms and Conditions constitute a binding Contract between you and us. The Contract comes into force as soon as you accept the Terms and Conditions by ticking in the "I ACCEPT" box during registration. By accepting them, you signify to us that you have read these Terms and Conditions and accept them. By using any of the Services belonging to, operated by or licensed to the Company you signify that you agree with these Terms and Conditions.

1.6. These Terms and Conditions form the entire Contract between you and the Us as the Company with respect to the Services and, in the case of fraud, surpass all prior or contemporaneous communications and proposals, whether verbal, written or electronic between you and the Company with respect to the Services.

1.7. We reserve the right to modify and amend these Terms and Conditions from time to time. The current version will always be valid until a new version is in place. You will be notified prior to

any significant changes and your reacceptance is required for the new Contract to become effective. If you do not agree to the updated Terms and Conditions, you must stop using the Services.

1.8. Rules of the Games and possible specific explanations relating to them are provided within separate links on each of the Game pages. The Game rules and explanations stated therein are incorporated into these Terms and Conditions by reference.

1.9. These Terms and Conditions may be published in a number of languages for informational purposes and player-friendliness. Solely the English version of the Terms and Conditions is the legal basis for the contractual relationship between you and us. In case of any discrepancy between a non-English version and the English version of these Terms and Conditions, the English version shall prevail.

1.10. Bold headings used in these Terms and Conditions are used to pinpoint the definitions introduced in section 1.11 below.

1.11. Definitions

**“Account Holder”** is the person to whom a bank account or similar payment method belongs to and which ownership has been verified.

**“Contract”** is the agreement established between you and the Operator, once you register as a Player to the Operator’s Websites, formed by these Terms and Conditions.

**“Company”** is Viral Interactive Limited, also referred to as “the Operator”, “Viral”, “us” and “we”.

**“Customer Support”** is our customer support available on any of our Websites and via email.

**“Dormant Account”** is a Player Account that has not been accessed for 12 months, that has a real money balance.

**“Duplicate Account”** is any other additional Player Account you register, than the first and original account registered under your name.

**“Game(s)”** are all the games available on the Website including but not limited to casino and live casino, sports betting and other games as may from time to time become available on the Website.

**“the Operator”** is Viral Interactive Limited, also referred to as “the Company”, “Viral”, “us” and “we”.

**“Payment Provider”** is the party / parties providing payment services, introduced in the Banking section of the Website.

**“Player”** is an individual registered as a real money player in the Services, holding a Player Account and having the nature of a data subject.

**“Player Account”** is the designated account linked to a Player and established under registration, including Player Data.

**“Policy”** is the Privacy Policy of Viral Interactive Limited, referred to in section 9.

**“Services”** are all the services, Websites, Games, software and all other functions that are provided by, operated by, owned by or licenced by the Operator.

**“Social Responsibility”** is the duty of the Operator to protect the social and health aspects of its players in gambling operations, avoiding excessive gambling and providing help when and where necessary.

**“Terms and Conditions”** are these terms and conditions of Viral Interactive Limited.

**“Website”** is any and all the websites that operate under Viral Interactive Ltd.’s gaming licences.

## **2. Your User Account**

### **2.1. GENERAL INFORMATION ABOUT THE PLAYER ACCOUNT AND REGISTRATION**

2.1.1. In order for you to be able to deposit money and attend real money gaming in the Services, you must first personally register with the Operator and open a Player Account. By registering for an Account, you confirm that you are a resident of Great Britain (i.e. England, Scotland and Wales). Please note that you will be restricted from registering if you are creating an account from Northern Ireland, Gibraltar or Jersey.

2.1.2. You are allowed to have only one Player Account. Your Player Account must be registered in your own, correct name.

2.1.3. If we have reason to believe that you have opened or are associated with more than one Account, such additional Account(s) will each be classified as "Duplicate Accounts". Examples of being 'associated with' more than one Account include (but are not necessarily limited to) using someone else's Account, using someone else's Account details or having multiple Accounts at/under the same physical address and/or email address and/or IP address and/or phone numbers). We are entitled, in respect of each Duplicate Account:

2.1.3.1 To close the Duplicate Account, leaving you with only the original Account (unless we have reason – for example if you have deliberately or fraudulently opened more than one active Account – to close all your Accounts);

2.1.3.2 To treat all bonuses and/or free bets using the Duplicate Account, and all winnings accrued from any such bonuses and/or free bets, as void; and/or

2.1.3.3 To void all future bets/wagers on the Duplicate Account (and all winnings accrued from such bets/wagers). Additionally, any amounts deposited and won from the duplicate account will be lost.

2.1.4. A request to register a Player Account is made by personally filling out the registration form and submitting it to the Operator through any of the Websites. You must enter all mandatory information requested into your registration form, in particular, your identity, your contact details and address, including a valid email address, your place of residence and relevant payment information. All information entered must be correct.

2.1.5. We may request you to provide us additional information and/ or documents to verify your identity, such as a copy of your passport, driving license or official ID card. If you fail to provide us with the requested documents, or if the information and/or the documents that you provide is/are found to be false or misleading, your Player Account may be blocked or closed.

2.1.6. Be aware that underage gambling is a criminal offence. By registering on the Website, you declare that you are over 18 years of age, or that you comply with a higher minimum legal age as stipulated in the jurisdiction of your residence, under the laws applicable to you. It is your sole responsibility to know whether online gambling is legal in your country of residence.

We may take steps to verify your age and you agree to supply us with any relevant information, including copies of identity documents or any other document as required, and, which we request.

We retain the right to withhold any funds in your Player Account until the necessary and satisfactory verification has been completed. Should the age verification check show that you are under the legal age to gamble, your deposits will be returned to you and any bonuses and winnings shall be voided.

If we are unable to confirm your legal age, your Player Account may be suspended. If you are proven to have been underage at the time you attended real money gaming or made transactions related to gambling, your Player Account will be closed; all transactions made while you were underage, and all related funds deposited by you will be void and all these funds may subsequently be refunded; any stakes for bets made while you were underage will be void; and any winnings that you might have accrued during such time will be forfeited.

2.1.7. It is your sole responsibility to ensure that the information that you provide us is true, complete and correct and that you keep the information up to date. Failure in a customer being detected by any monitoring equipment, due to incorrect information is the responsibility of the customer. If we become aware of incorrect details, we will correct them in relation to available information.

2.1.8. Prior to your first deposit we will carry out an identity validation against a national database. In the event that we cannot find sufficient identity information on said database, you will need to verify your identity before you will be allowed to deposit funds into your Player Account or access any Games including real money, free bet or bonus play. To verify your identity, you must provide us with satisfactory proof of identity which can be a copy of a valid:

- i. passport;
- ii. driving license or;
- iii. citizen card.

You must also provide us with a satisfactory proof of address which is not more than three (3) months old. The proof of address may be:

- i. a recent utility bill;
- ii. a bank statement (where the address is clearly stated) or
- iii. a governmental document.

If we are unable to verify your identity details during the registration process, we reserve the right to close your Player Account until the verification process is complete or request additional documentation (for example source of wealth and source of funds). If sufficient verification documentation is not provided, we have the right to confiscate/void the winnings.

You can read more about how we verify your identity on the national database in our Privacy Notice [here](#).

2.1.9. Due to the laws and regulations concerning anti-money laundering and gambling and also its licence conditions, the Company is required to make checks to verify your identity and the source of funds deposited by you. The Company may at any time request you to not only verify your identity and address but also request proof of ownership for any payment method used to deposit or withdraw funds. The check may also include a verification of source of wealth and/or source of funds.

2.1.10. As part of the registration process you will have to choose a username and a password for logging into the Websites. It is your sole and exclusive responsibility to ensure that these login credentials are kept securely. You must not disclose your login credentials to anyone.

We are not responsible for any abuse or misuse of your Player Account by third parties due to your disclosure, whether intentional or accidental, whether active or passive, of your login credentials to any third party.

2.1.11. We reserve the right to refuse to allow the registration of a Player Account or to close your Player Account at our sole discretion. However, the possible remaining balance within your Player Account will be refunded to you and all contractual obligations already made honoured. The refunding obligation shall not include balance that is converted as balance from promo money, if no real money deposits have been made by you to your Player Account.

2.1.12. We reserve the right to make necessary checks to conclude whether you are a PEP or not in accordance within the relevant laws and regulations.

2.1.13. Using a VPN is against our Terms and Conditions. If we become aware of VPN usage to mask your location, we may void winnings and refund your deposit.

2.1.14. Accounts may be placed in an 'Under Review' state, in this case please allow up to 30 days for the completion of that review. We will endeavour to communicate with you during this period however you may experience a delay in communications until the review is completed.

2.1.15. We are required by our Gambling Commission licence to inform you about what happens to funds we hold account for you, and the extent to which these funds are protected in the event of our insolvency (for further information please see the Gambling Commission website). We have taken steps to protect you by maintaining all Player funds in a separate bank account. The balance of this account always exceeds the total of our current customer balances. Whilst these funds are completely separate from our funds, and the bank is not entitled to combine this account with any other account held in our name or to exercise any right of set-off, they are not necessarily protected in the event of insolvency. This meets the Gambling Commission's requirements for the segregation of Player funds at the 'not protected' segregation level.

2.1.16. No officer, director, employee, consultant, or agent of ours or any of our group companies, suppliers, vendors, software developers or anyone previously associated with us in any professional capacity is permitted to use our betting and gaming products directly or indirectly, for personal use and enjoyment. This restriction also applies to relatives of such persons and for this purpose a "relative" includes, without limitation, any spouse, partner, parent, child, stepchild or sibling. If it transpires that such use has taken place, it will not be possible for any winnings to be withdrawn, and it may be appropriate for an investigation to take place which may result in disciplinary action against employees.

## **2.2. DEPOSITS TO THE PLAYER ACCOUNT**

2.2.1. In order to participate in playing the Games, you need to have sufficient funds available to wager for such participation. We shall not give you any credit whatsoever for participation in any of the Games.

2.2.2. You shall only use debit cards and other financial instruments that are valid and lawfully belong to you solely when making deposits to your Player Account. The use of financial instruments whose ownership is shared with other individuals is not tolerated and will result in voiding of winnings. The use of financial instruments whose ownership is of a business account belonging to you is also not tolerated and will result in voiding of winnings.

2.2.3. The verification process of details provided by you shall begin upon your first deposit and no deposits are accepted before the used payment method is verified. You have to complete the verification process within thirty (30) days of your initial deposit. If you fail to complete the verification process in 30 days, your Player Account will be blocked along with any associated funds.

2.2.4. If you wish to deposit from a different debit card or other financial instrument, you have to add the said debit card or other financial instrument into your Player Account details. You have to verify the ownership of the debit card or other financial instrument prior to making any deposits with it.

2.2.5. Viral reserves the right to verify your identity and also request further documentation to verify the source and origin of your funds and wealth.

2.2.6. You may not use funds that originate from any illegal activity or source or that are tainted or associated with any illegality or ill-gotten means.

2.2.7. Transferring funds from your Player Account to another Player's Player Account is not allowed. It is also forbidden for you to receive money to your Player Account from other Players' Player Accounts. Transferring, selling and/or acquiring Player Accounts is forbidden

2.2.8. If you become aware of any suspicious activity relating to any aspects of the Services provided on the Websites, you must report this to us immediately. You can do this for example by contacting Customer Support.

2.2.9. To deposit funds into your Player Account, you can use any of the deposit methods specified on the Banking page. Details regarding processing time and fee structure for the payment methods utilised are available on the Banking page, and may be amended from time to time.

2.2.10. The Payment Providers may charge assigned fees for processing deposits. Fees may change over time and current fee structure is specified in the Banking section on the website. The Operator reserves the right to assign minimum and maximum deposit levels, and may change over time.

2.2.11. The Operator reserves the right to use additional procedures and means to verify your identity when effecting deposits into your Player Account. You can read about our procedures from our Policy.

2.2.12. The Operator is not a financial institution and thus should not be treated as such. The amounts deposited to your Player Account will not receive any interest.

2.2.13. All information related to the funds deposited can be found under "My Account" and "Deposit" pages of the Website. You can use any of the available depositing methods stated there, however bear in mind that the methods may change from time to time.

2.2.14. Your bank may independently charge you for bank wire transfers and other methods of payment.

2.2.15. You are not allowed to deposit by credit card.

## **2.3. WITHDRAWALS FROM YOUR PLAYER ACCOUNT**

2.3.1. You may withdraw any amount up to the "Cash" balance in your Player Account by issuing The Operator with a valid notice of withdrawal on the Website if the deposit was made without exploiting a bonus. Withdrawal of "Cash" balance is not possible if the deposit is done exploiting a bonus. All withdrawals will lead to the system removing bonuses active at the moment of the withdrawal request.

2.3.2. Please note that the Services that we provide are consumed instantly when playing. The Company may hence not provide refunds, cancellation of services or returns of goods with regards to in-game play. When playing a real money game, money will automatically be drawn from your Player Account.

2.3.3. The Operator does not accept requests for withdrawals made via telephone or email. Requests for withdrawals can only be made through the Website.

2.3.4. You shall only use such debit cards and other financial instruments that are valid and lawfully belong to you in relation to withdrawal of funds from your Player Account.

2.3.5. Withdrawals shall only be made to debit cards and other financial instruments which have already been verified and from which deposits have been affected into your Player Account, as in you are the Account Holder of.

2.3.6. Withdrawals from a Player Account are made through payments addressed to the Account Holder or transferred to a bank account held in the name of the Account Holder, as advised by the Account Holder. Whenever possible, the Operator will restrict withdrawals to be made only to the same account utilized by the Account Holder for making deposits.

2.3.7. In the event that withdrawal to a different debit card or other financial instrument than the one you are the verified Account Holder of is allowed, the Player verification process and verification of ownership of the debit card/other financial instrument will be conducted, before the withdrawal is completed.

2.3.8. Any pending transactions that do not match with your verified debit card or other financial instrument you are the Account Holder of, are reversed back to the original payment method. In the event that we are unable to reverse the amount, the amount and the transaction shall be frozen.

2.3.9. Details regarding processing time and fee structures for withdrawals in respect to method utilized are available on the Banking page and may be amended from time to time.

2.3.10. We reserve the right to perform enhanced due diligence and request additional documentation in respect to the value of funds not used for wagering and to review your behaviour on the Website and your use of Games for detecting irregular gaming patterns. We also reserve the right block deposits and/or confiscate winnings in case the Player does not provide the documentation requested, or fails to pass the due diligence check or/ and we deem that the Player is to pose a higher than average risk to the Company.

2.3.11. In the event of a mismatch between the information provided upon registration and the information given for withdrawal, we reserve the right to request additional documentation and withhold the requested withdrawal until the requested documentation has been received, in order to comply with the relevant regulations imposed on gaming operators.

2.3.12. If by mistake we place winnings that do not belong to you to your Player Account, whether due to a human or technical error or otherwise, the mistakenly placed amount will remain the property of the Operator. The amount will be deducted from your Player Account as soon as we become aware of the mistake. If you withdraw funds that do not belong to you, without prejudice to other remedies and actions that may be available by law or otherwise, the amount paid by mistake will constitute a debt owed by you to the Operator. You are obliged to immediately report any incident of incorrect crediting to us, and such reporting should be done via email.

2.3.13. We will carry out additional verification procedures for any withdrawals exceeding the equivalent of, or cumulative withdrawals exceeding 1.000 €. We further reserve the right to carry out such additional verification procedures in the case of lower withdrawals also, when seen

necessary. Such verification procedures may for example include document requests like a copy of the Player's passport, utility bill, bank statement.

2.3.15. We reserve the right to request documentation (ID, proof of address, source of wealth, source of funds and proof of payment method ownership) at any moment, and after you have been informed about the document request we reserve the right to withhold any withdrawal requests until the documents have been provided.

2.3.16. Where applicable we reserve the right to pay you out by using the same payment method as you have previously used for deposits.

2.3.17. Winnings are paid to your personal Player Account.

2.3.18. All transactions shall be checked in order to prevent money laundering and. Viral Interactive, the Regulator and any Governing body can monitor, or request to review, all transactions to prevent money laundering from taking place. We shall report any suspicious transactions we detect or are made aware of to the relevant competent authorities in the jurisdiction they would respectively fall under and in which Viral Interactive is licensed to operate.

2.3.19. We may suspend, block or close a Player Account and withhold any funds therein, if it we are requested to do so by the respective authority, in accordance with the applicable prevention of money laundering and financing of terrorism laws and regulations.

2.3.20. Please be aware that multiple attempts at deposit and withdrawing without any gameplay may result in the delay, or even refusal to complete the withdrawal. This is an added protection to ensure that all regulatory requirements are being adhered to.

## **2.4. DORMANT PLAYER ACCOUNTS**

2.4.2. A Dormant Account is a Player Account that has not been accessed for 12 months, that has a real money balance.

2.4.3. Player Accounts with no logins for a certain period of time are managed in a specific process as follows;

2.4.3.1. After twelve (12) months since last login, the Company reserves the right to charge a £3, or equivalent per month as an administrative fee from your Player Account, as long as the balance is positive and your Player Account stays Dormant;

2.4.3.2. Upon closure of a gambling website or permanent closure of account, the Company reserves the right to adjust your balance to 0 € should your balance at the time be equal or lower than £3, or equivalent currency. In such cases, the Company is not required to notify the Player regarding the adjustment.

2.4.3.3. Players who wish to recover funds located in a closed or excluded Player Account, are advised to contact Customer Support.

## **2.5. CLOSING A PLAYER ACCOUNT**

2.5.1. If you wish to close your Player Account, you may do so at any time by contacting Customer Support via email from this Website or by clicking [here](#).

2.5.2. We will return you all funds from your Player Account subject to the deduction of relevant withdrawal charges. If the closure of your Player Account is related to concerns about possible problematic gambling or a gambling addiction, this should be indicated to us for possible precautions.

2.5.3. We reserve the right to close your Player Account and to refund to you the balance available to wager, subject to the deduction of relevant withdrawal charges, at our absolute discretion and without any obligation to state a reason or give prior notice.

### **3. YOUR OBLIGATIONS AS A PLAYER**

#### **3.1. DECLARATIONS AND WARRANTIES**

You hereby declare and warrant that:

3.1.1. You are over 18 years of age or minimum legal age as stipulated in the regulation of the jurisdiction applicable to you. You acknowledge that underage gambling is an offense;

3.1.2. Under the laws applicable to you, you are allowed to participate in the Games offered on the Website;

3.1.3. You are resident in Scotland, Wales or England;

3.1.4. You are solely responsible for reporting and accounting for any taxes applicable to you under relevant laws for any winnings that you receive from the Operator;

3.1.5. You participate in the Games for entertainment and/ or recreational purposes only and strictly in your own personal non-professional capacity;

3.1.6. You participate in the Games on your own behalf as yourself and not on behalf of any other person or entity;

3.1.7. All the information that you provide to us during the term of validity of this Contract is true, complete, and correct, and that you shall immediately notify the Company of any change in such information;

3.1.8. All the assets that you deposit into your Player Account are not tainted with any illegality and, in particular, do not originate from any illegal activity or source;

3.1.9. You understand and accept that you take the risk of losing money deposited into your Player Account by participating in any of the Games;

3.1.10. You shall not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to your or third parties' participation in any of the Games and shall not use any software assisted methods or techniques or hardware devices for your participation in any of the Games. We do not allow any kind of robots or/ and programmed devices in game play. We hereby

reserve the right to invalidate any wager in the event of such behaviour being suspected or inspected;

3.1.11. You should play the Games on our Website in the same manner as games played in any other setting, which means that players should be courteous to each other and avoid rude or obscene comments;

3.2. We reserve the right to terminate and/or, change any Games or events being offered on the Website, and to limit and/or refuse wagers.

3.3. If you become aware of any suspicious activity relating to any of the Games provided on the sites, you must report this to the Operator immediately.

## **4. OBLIGATIONS AND RULES FOR THE USE OF CHAT**

4.1. We may provide you with a chat feature on-site. We reserve the right to review the chat and to keep a record of all statements made and discussions held on such a facility. Your use of the chat facility should only be for recreational and socializing purposes, and is subject to the following rules:

4.1.1. You shall not make any statements that are sexually explicit or grossly offensive, including expressions of bigotry, racism, hatred or profanity;

4.1.2. You shall not use offensive usernames or screen names when registering or logging in;

4.1.3. You shall not make statements that are abusive, defamatory or harassing or insulting to the operators of the Website;

4.1.4. You shall not make statements that advertise, promote or otherwise relate to any other online entities;

4.1.5. You shall not make statements about the Operator or any other Websites connected to the Operator that are untrue and/or malicious and/or damaging to the Operator; and

4.1.6. You shall not collude through the chat rooms or separate chats. Any suspicious chat activities will be reported to the competent authority.

4.2. If you breach any of the above provisions relating to the chat facility, we have the right to remove the chat room in question and / or immediately terminate your Player Account. Upon such termination, the Operator shall refund you any funds that may be in your Player Account over and above any amount which may be owing to us at such time (if any).

## **5. EXCEPTIONAL CIRCUMSTANCES & MISCARRIED GAMES**

5.1. We reserve the right to cancel, and/or declare a wager void partially or in full if we, at our own sole discretion, deem it obvious that any of the following circumstances has occurred:

i. you, or people associated with you directly or indirectly influence the outcome of an event;

ii. you and or people associated with you are directly or indirectly avoiding the rules of the Company;

iii. the result of an event has been directly or indirectly affected by criminal activity;

iv. the occurrence of wagers that would not have been accepted otherwise, but that have been accepted during a period when the Services have been affected by technical problems; due to an error, such as a mistake, misprint, technical error, casino system malfunction, force majeure or other similar circumstance, wagers have been offered, placed and / or accepted due to this error.

5.2. The Operator is not liable for any damages or losses deemed or alleged to have arisen out of or in connection with any of the Services or their content; including without limitation, loss or corruption of data, delays or interruptions in operation or transmission, communication or lines failure, any person's misuse of the Website or its content or any errors or omissions in the content.

5.3. The Operator is not liable for any server disruptions, downtime, lagging or any technical or political disturbance to the game play. Refunds may be granted to Players in such cases.

5.4. In case of a misconfigured bonus campaign or pay-table and/or any sort of an error in the Services, we reserve the right to alter player balances and Player Account details to correct such mistakes.

5.5. If you become aware of possible errors or incompleteness in the Services, in bonus rewarding or on the Website, you agree to refrain from taking advantage of them. Moreover, you agree to report any errors or incompleteness immediately to us.

5.6. In the event that a Game is started but miscarried because of a failure in the Services, the Operator will refund the amount wagered in the Game to the Player. Refunding is carried out by crediting the wagered amount to the Player's Player Account or, if the Player Account no longer exists, by refunding it to the Player in a previously approved manner.

5.7. If the Player has an accrued credit at the time of the miscarried Game, the Player Account will be credited the monetary value of the credit or, if the account no longer exists, it will be paid to the Player in a previously approved manner.

5.8. We reserve the right to remove any Game from the Website at any time. Any event or Game indicating incorrect behaviour affecting pay out, game data or balances in other ways, that may be due to misconfiguration or a bug, will be cancelled and removed from the Website. The Player balances and Player Account details may be altered in such cases in order to correct any mistakes.

5.9. If suspicion or evidence exists of manipulation of any of the Games and/or the Services, we reserve the right to retain payments that have been made. Criminal charges will be brought against any Player or any other person(s), who has/have manipulated the Games and/or the Services or attempted to do so.

5.10. Refunds may be given due to exceptional circumstances and in such cases they will be given solely at the discretion of the Operator.

## **6. SAFER GAMBLING TOOLS**

### **6.1 GENERAL**

6.1.1. Responsible gambling is a priority to us and we do our best efforts to keep our Services safe for everyone to enjoy. You can learn more about responsible gambling, prevention of gambling addiction and be guided to professional help in the Safer gambling tools section of our Website.

6.1.2. Our Services are designed for recreational purposes. If you feel that you have or may have a problem with habitual or compulsive gaming we advise you to avoid gambling on all our Websites or any other gaming ventures and to seek professional help.

6.1.3. If you have been diagnosed with any form of compulsive gambling disorder, we strongly advise you not to engage in any gambling activities and to avoid the Services regulated by these Terms and Conditions.

6.1.4. If we suspect, identify or have other reasons to believe that gambling may cause you financial, personal or any other kind of harm, we reserve the right to temporarily freeze, exclude or put your Player Account on timeout due to our Social Responsibility. In such a case, you have the right to request the withdrawal of the remaining balance on your Player Account manually by contacting our Customer Support.

6.1.5. If we have a strong suspicion of a Player having problems due to gambling, we reserve the right to recommend or force gambling limits on the said Player's Player Account. We reserve the right to block the increasing and removal of such gaming limits. You can always contact our Customer Support to get guidance or to dispute the decisions made by our responsible gambling agents, after which your case will be reviewed again.

### **6.2. LIMITS**

6.2.1. You may choose to impose limits to your gambling at any time. Please see the Safer Gambling Tools section for further information about limits.

6.2.2. You may at any time change or remove your limits. If you decrease your limits, it will have an immediate effect. If you wish to increase or remove any of the limits, the change will come into effect after 24 hours.

### **6.3. TIMEOUT**

6.3.1. If you feel like taking a short break from gambling, you can set a Time-Out via the "Play Responsibly > Safer Gambling Tools" section of the site. You are able to select a Time-Out for 1 day, 7 days, 4 weeks, or 6 weeks. You will not be able to log in to your account during the period you select. Once the period has ended, you will be able to log in to your account and access all features of the site as normal.

6.3.2. During the timeout period you will not be able to log in to your Player Account. The timeout set will apply to only the Website it has been set on.

6.3.3. After the set timeout period elapses, your Player Account will reopen automatically upon your next login. The timeout cannot be terminated before the intended and set period has passed.

## **6.4. SELF-EXCLUSION**

6.4.1. You may at your discretion choose to exclude yourself from playing any Games on our Websites. In order to self-exclude within our Services, you need to contact our Customer Support clearly indicating your wish to self-exclude from gambling. You can also self-exclude by going into your Player Account safer gambling tools settings. You can find further information about self-exclusion from the [Safer Gambling Tools section of the Website](#).

6.4.2. The national self-exclusion system in the United Kingdom called GAMSTOP is a service on which you may exclude yourself from accessing gambling websites that are licensed to operate in the UK. In order to exclude yourself in GAMSTOP you will need to register electronically with your personal data and provide identification documentation. You can exclude yourself for a period of 6 months to 5 years. You cannot remove your exclusion before your exclusion period has passed. If you wish to extend the period of exclusion you can do so by logging in to your account on GAMSTOP. During your self-exclusion you will not receive any marketing information from any gambling operators licenced in the UK. For more information on GAMSTOP please visit [gamstop.co.uk](http://gamstop.co.uk).

6.4.3. The minimum period for self-exclusion is 6 months.

6.4.4. Your Player Account will not automatically reopen after a self-exclusion period, regardless of the length of the chosen self-exclusion period. We reserve the right to unilaterally decide on a case by case basis about extending your self-exclusion period and / or reopening your Player Account.

6.4.5. If your self-exclusion is related to problematic gambling, we encourage you to consider extending your self-exclusion to other remote gambling operators currently used by you, as the self-exclusion set on our Websites only applies to the Websites operated by us.

6.4.6. In the event of self-exclusion, any balance you hold on any account associated with our brands will be withdrawn for you where possible, and you will be blocked from placing wagers or depositing into your Player Account. If we are unable to withdraw these funds for any reason, the funds will remain on the account in line with our Dormancy procedure. You may contact us at any time to make arrangements to withdraw these funds in line with our Withdrawal procedure.

6.4.7. When requesting self-exclusion, you agree to provide full and accurate personal details, now and in the future, so that your access/use of the Website and the Services can be restricted accordingly. If you choose to self-exclude, we will use all reasonable endeavors to ensure to comply with your self-exclusion. In agreeing to self-exclude, you accept that you have a parallel obligation not to seek to circumvent self-exclusion. Accordingly, we have no responsibility or liability for any subsequent consequences or losses howsoever that you may suffer or that might occur if you commence or continue to gamble through additional online accounts that you have created by changing any of the registration details or if you provide misleading, inaccurate or incomplete details or otherwise seek to circumvent the self-exclusion agreed.

6.4.8. A self-exclusion set on one of our Websites will be valid across all the Websites operated by us. You can check the Websites operated by us from UKGC's public register [Account details here](#).

## **7. SPECIAL CONDITIONS**

### **7.1. GENERAL**

7.1.1. All Games offered on the Website have their specific rules and may include additional conditions. The rules linked to each Game can be found on the Game itself and are an integral part of these Terms and Conditions. You shall be deemed to have accepted the Game specific rules upon clicking the 'I ACCEPT' button upon registration on this Website.

### **7.2. CASINO**

7.2.1. All Casino Rules can be found within the Game itself.

### **7.3. POOLED NETWORK JACKPOTS**

7.3.1. All Pooled Jackpot Rules can be found within the Game itself.

7.3.2. When one of our Players wins a jackpot, the Game Provider shall transfer the jackpot win sum from the pooled funds to the Company, and the Company will then pay the jackpot win sum to the Player.

Under no circumstance will the Company be liable to pay the jackpot sum in cases where the Game Provider is unable to transfer or pay the jackpot sum to the Company.

7.3.3. For the sake of clarity, pooled network jackpots include, but are not limited to, the following Games: Arabian Nights, Hall of Gods, Mega Fortune, CashSplash 3 Reel, CashSplash 5 Reel, Fruit Fiesta 3 Reel, Fruit Fiesta 5 Reel, King Cashalot, LotsALoot 3 Reel, LotsALoot 5 Reel, Major Millions, Mega Moolah, Treasure Nile, Tunzamunni, WowPot, Mega Moolah Isis, Cyberstud Poker, Fortunium Gold Mega Moolah, Sisters of Oz WOWPOT, Book of Atem WOWPOT, Absolutly Mad: Mega Moolah, Atlantean Treasures Mega Moolah, Wheel of Wishes, Hi Lo Roller and Lucky Fairy.

## **8. INTELLECTUAL PROPERTY**

8.1. The Operator and related companies own the rights to all the Services, user interfaces and graphic features available to you. These are protected by copyright laws and you may only use the sites for your personal use in accordance with Terms and Conditions stipulated by the Company and laws applicable.

8.2. You will need a prior approval from us to, in any manner except for private use, display or use trademarks, service marks, trade names or/and accompanying logos, alone standing or in conjunction with any text, of the Website, or of a subsidiary or affiliated company to, or of a company belonging to the same group of companies as the Company, or of the ultimate majority shareholders in it, any of the Services regulated by these Terms and Conditions.

8.3. Other products and service names displayed or referred to at any of the Websites may be trademarks and service marks of their respective owner companies and exclusive property of such respective owners. Without the written consent of the owners or/and holders of the trademark and service marks may not be used publicly.

8.4. Animations, avatars, images, background images, other graphics, photographs, video and audio clips, button icons, streaming data, downloadable materials, data compilations and software, accessible from the Websites licensed, operated or controlled by the Operator is the proprietary information and valuable intellectual property of the Company or any party responsible for providing the materials. The Company or the party providing the materials own all rights and interests in above mentioned materials.

8.5. The materials mentioned in section 8. may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way except for private or personal use without the prior written consent of the Company.

## **9. PRIVACY NOTICE**

9.1. You can find our Privacy Notice [here](#). The Notice in full is a part of these Terms and Conditions.

## **10. COMPLAINTS**

10.1. If you have a complaint you may contact our Customer Service as indicated on the Website. Alternatively, you can send a complaint by post on the following address:

*Compliance Department*

*Viral Interactive Ltd*

*Horeca Building, 3rd Floor,*

*Triq I-Imgarr, Xewkija, Malta, XWK 9012*

10.2. We will give our best efforts to resolve the reported matter promptly. If you disagree with our final decision in respect of your complaint and/or dispute and would like to contest it, when it relates to any acts of the Company under its online gambling licenses you can contact the Independent Betting Adjudication Service (IBAS).

10.3. You may send your written submission along with the final decision of the Company to IBAS to the email address [adjudication@ibas-uk.co.uk](mailto:adjudication@ibas-uk.co.uk), and get more information on how to raise a dispute at <http://www.ibas-uk.com/consumers/how-to-raise-a-dispute/> or alternatively send it by post to:

*Independent Betting Adjudication Service*

*PO Box 62639*

*London*

10.4. A full overview of the procedure for customer complaint handling can be found [here](#).

10.5. Please note, that any resolution reached via an ADR entity is legally binding for both parties (both us and the player).

## **11. LIMITATION OF LIABILITY**

11.1. You enter the Website and participate in the Games at your own risk. The Websites and the Games are provided without any warranty whatsoever, whether express or implied.

11.2. Without prejudice to the generality of the preceding provision, the Operator, its directors, employees, partners, service providers:

- i. do not warrant that the Services and/or the Websites are fit for their purpose;
- ii. do not warrant that the Services and/or the Websites are free from errors;
- iii. do not warrant that the Websites and/or the Games will be accessible without interruptions;
- iv. shall not be liable for any losses, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the Services or your participation in the Games.

11.3. You hereby agree to fully indemnify and hold harmless the Operator, their 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 Services or participation in the Games.

11.4. To the extent permitted by the governing law, the maximum liability arising out of or in connection with your use of the Services, regardless of the cause of actions (whether in contract, tort, breach of warranty or otherwise), will not exceed 100 €.

## **12. BREACHES, PENALTIES AND TERMINATION**

12.1. If you breach any provision of these Terms and Conditions or the we have a reasonable ground to suspect that you have breached them, we reserve the right not to open a Player Account for you or to suspend or close your existing Player Account. In case you breach these Terms and Conditions, we reserve the right to void any possible winnings, bonuses and promotions on your Player Account and seek indemnification of the damages caused by your breach.

12.2. We retain the right to freeze or terminate your Player Account, cancel any stakes, and when the legislation allows freeze the funds available on your Player Account at our absolute discretion, if we suspect that you are:

- i. engaged in illegal and/or fraudulent activities when using any of the Websites; or

ii. that you are in breach of this Agreement or any relevant Game rules or applicable laws; or

iii. that you are having problems with creditors; or

iv. that you are otherwise engaged in actions which may be detrimental to our business.

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

## **13. SEVERABILITY**

13.1. If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision shall be severed from these Terms and Conditions and all other provisions shall remain in force unaffected by such severance.

## **14. ASSIGNMENT**

14.1. The Operator reserves the right to assign or otherwise lawfully transfer this Contract. You shall not assign or otherwise transfer this Contract.

## **15. APPLICABLE LAW AND JURISDICTION**

15.1. These Terms and Conditions are governed by the applicable laws of the United Kingdom.

## **16. BONUS TERMS**

16.1. Please refer to our bonus terms by clicking [here](#).

## **17. NETENT TERMS**

The terms introduced in section 19 concern Games provided by Netent.

17.1. The following territories are restricted for NetEnt Games: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka Sudan, Syria, Taiwan, Trinidad & Tobago, Tunisia, Uganda, Yemen, Zimbabwe.

17.2. It is not permitted to offer Jumanji, emojiplanet, Planet of the Apes Guns & Roses, Jimi Hendrix & Motorhead in the following countries: Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey and Ukraine.

17.3. Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man) and Scarface can only be played in the following countries: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino,

Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

17.4. The following regulated territories are restricted if a gaming license to that particular country is not held by the licensee: Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United States of America and The United Kingdom.

17.5. Vikings is not to be offered in the following jurisdictions: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America (exl. State of New Jersey), Uganda.

17.6. Narcos Video Slot is not to be offered in the following jurisdictions: Indonesia, South Korea.

17.7. It is not permitted to offer Hall of Gods, Arabian Nights, Mega Fortune & Mega Fortune Dreams in the following jurisdictions: Azerbaijan, China, Curacao, Denmark, India, Italy, Japan, Malaysia, Qatar, Russia, Spain, Thailand, Turkey, United Arab Emirates, Ukraine.