Terms and Conditions

The Terms and Conditions stipulated below are effective as of May 26, 2014. The Terms and Conditions were last updated on September 9, 2024.

1. GENERAL

- 1.1. The website <u>www.mbitcasino.io</u> ("Casino", "Website", "Companyâ€, "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. Dama N.V. is licensed and regulated by Curaçao Gaming Control Board (license no.OGL/2023/174/0082).
- 1.2. Before using the website www.mbitcasino.io, please read Terms and Conditions carefully. The fact of using the website confirms your consent with the Terms and Conditions.
- 1.3. These Terms and Conditions come into force as soon as you click the checkbox on signup, by which you signify to the casino that you have read the Terms and Conditions, accept them and are fully bound by them
- 1.4. The casino reserves the right to modify and amend the Terms and Conditions with or without notice at any time.
- 1.5. These Terms and Conditions may be published in several languages for informational purposes and ease of access by players. The English version is the only legal basis of the relationship between you and us and in the case of any discrepancy with respect to a translation of any kind, the English version of these Terms and Conditions shall prevail.
- 1.6. The Player has the obligation and duty to carefully read and fully understand the Terms and Conditions and any Policy before using the Website. A Player who has viewed and/or accessed the site is considered to have read, understood and agreed to be bound by the Terms and Conditions and any Policy, without the need for any further act or consideration.
- mBit Casino recommends that all Players carefully read the contents of these pages regularly. By using the site, the Player agrees to be bound by the Terms and Conditions and any Policy, as well as by the latest modifications to them, regardless of whether the Player is aware of such modifications.
- mBit Casino reserves the right to update and/or modify the Terms and Conditions and any Policy at any given time without prior notice to the Player. The Player's continued use of the site following any such change constitutes an unconditional agreement to follow and be bound by these Terms and Conditions and any Policy as changed. For this reason, mBit Casino encourages Players to review these Terms and Conditions and any Policy whenever accessing the Website.
- mBit Casino is under no obligation to further verify that all Players use the site according to the last updated Terms and Conditions and any Policy. The effective version of Terms and Conditions is that which is posted on the site.

2. ACCEPTED PLAYERS

- 2.1. The Casino accepts strictly adult players (the minimum age is 18) only from those countries and geographic regions where online gambling is allowed by law.
- 2.2. The Company reserves the right to ask for proof of age from the player and limit access to the Website or suspend the Player Account to those players who fail to meet this requirement.
- 2.3. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING AND ENSURING YOUR COMPLIANCE WITH ANY LOCAL PROHIBITIONS AND/OR REGULATIONS THAT MAY BE APPLICABLE TO YOUR ACTIVITIES ON THE WEBSITE, INCLUDING THOSE OF YOUR COUNTRY OR JURISDICTION OF RESIDENCE. WE TAKE MEASURES TO IDENTIFY A PLAYERÂE™S LOCATION AND WE BLOCK CUSTOMERS FROM WAGERING FROM CERTAIN JURISDICTIONS. IF YOU USE A VPN OR TAKE ANY OTHER ACTION TO MASK YOUR TRUE LOCATION TO ACTIVELY CIRCUMVENT ANY OF OUR GEOGRAPHICAL RESTRICTIONS, WE RESERVE THE RIGHT TO CLOSE YOUR ACCOUNT AND CANCEL ANY OF YOUR WINNINGS.
- 2.4. Users from the following countries and their territories ("Restricted Countriesâ€) are not allowed to deposit and play real money games: Albania (AL), Algeria (DZ)), Andorra (AD), Angola (AO), Anguilla (AI), Antarctica (AQ), Antigua and Barbuda (AG)), Armenia (AM), Aruba (AW), Azerbaijan (AZ), Bahamas (BS), Bahrain (BH), Bangladesh (BD), Barbados (BB), Belarus BY, Belgium (BE), Belize (BZ), Benin (BJ), Bermuda (BM), Bhutan (BT), Bolivia (BO), Bonaire St Eustatius and Saba (BO), Bosnia and Herzegovina (BA), Botswana (BW), Bouvet Island (BV), British Indian Ocean Territory (IO), Brunei Darussalam (BN), Bulgaria (BG), Burkina Faso (BF), Burundi (BI), Cabo Verde (CV), Cambodia (KH), Cameroon (CM), Cayman Islands (KY), Central African Republic (CF), Chad (TD), Cyprus (CYPR), China (CN), Christmas Island (CX), Cocos (Keeling) Islands (CC), Comoros (KM), Congo (CG), Cook Islands (CK)), Croatia (HR), Cuba (CU), Czech Republic (CZ), CÃ'te d'Ivoire (CI), Djibouti (DJ), Dominica (DM), Dominican Republic (DO), Dutch Caribbean Islands (Curacao (CW), Ecuador (EC), Egypt (EG), El Salvador (SV), Equatorial Guinea (GQ), Eritrea (ER), Estonia (EE), Ethiopia (ET), Falkland Islands (Malvinas) (FK), Faroe Islands FO, Fiji (FJ), France (FR) and its overseas territories (Guadeloupe, French Guiana, French Polynesia, French Polynesia (PF), Gabon (GA), Gambia (GM), Georgia (GE), Ghana (GH), Gibraltar (GI), Greece (GR), Greenland (GL), Grenada (GD), Guadeloupe (GP), Guam (GU), Guaternala (GT), Guernsey (GG), Guinea (GN), Guinea-Bissau (GW), Guyana(GY), Haiti (HT), Hawaii (HI), Heard Island and McDonald Islands (HM), Holy See (Vatican City State) (VA), Honduras (HN), Hong Kong (HK), Hungary (HU), Iceland (IS), India (IN), Indonesia (ID), Iran (IR), Iraq (IQ), Islamic Republic of Iran (IR), Isle of Man (IM), Israel (IL), Jamaica (JM), Jersey (JE), Jordan (JO), Kenya (KE), Kiribati (KI), Kyrgyzstan (KG), Lao People's Democratic Republic (LA), Latvia (LV), Lebanon (LB), Liberia (LR), Libya (LY), Liechtenstein (LI), Lithuania (LT), Macao (MO), Macedonia (MK), Madagascar (MG), Malawi (MW), Malaysia (MY), Maldives (MV), Mali (ML), Marshall Islands (MH), Martinique, Mauritania (MR), Mauritius (MU), Mayotte, Mexico (MX), Micronesia (FM), Moldova (MD), Monaco (MC), Mongolia (MN), Montenegro (ME), Montserrat (MS), Morocco (MA), Mozambique (MZ), Myanmar (MM), Namibia (NA), Nauru (NR), Nepal (NP), Netherlands (NL), New Caledonia (NC), New Caledonia), Nicaragua (NI), Niger (NE), Nigeria (NG), Niue (NU), Norfolk Island (NF), North Korea (KP), Northern Mariana Islands(MP), Oman (OM), Pakistan (PK), Palau (PW), Palestine (PS), Panama (PA), Papua New Guinea (PG), Paraguay (PY), Philippines (PH), Pitcairn (PN), Portugal (PT), Qatar (QA), Reunion, Romania (RO), Rwanda (RW), Saint

Barthélemy (BL), Saint Helena (SH), Saint Kitts and Nevis (KN), Saint Lucia (LC), Saint Pierre and Miquelon (PM), Samoa (WS), San Marino (SM), Sao Tome and Principe (ST), Saudi Arabia (SA), Senegal (SN), Serbia (RS), Seychelles (SC), Sierra Leone (SL), Singapore (SG), Sint Maarten (SX), Slovakia (CK), Solomon Islands (SB), Somalia (SO), South Georgia and the South Sandwich Islands (GS), South Sudan (SS), Spain (ES), Sri Lanka (LK), St Martin, Sudan (SD), Suriname (SR), Svalbard and Jan Mayen (SJ), Swaziland (Eswatini) (SZ), Syria (SY), Syrian Arab Republic (SY), Taiwan (TW), Tajikistan (TJ), Tanzania (TZ), Thailand (TH), Timor-Leste (TL), Togo (TG), Tokelau (TK), Tonga (TO), Trinidad and Tobago (TT), Tunisia (TN), Turkey (TR), Turkey (TR), Turkmenistan (TM), Turks and Caicos Islands (TC), Tuvalu (TV), Uganda (UG), Ukraine (UA), United Kingdom (UK), United States Minor Outlying Islands (UM), United States of America (US), Vanuatu (VU), Vietnam (VN), Virgin Islands British (VG), Virgin Islands U.S (VI), Wallis and Futuna, Wallis and Futuna (WF), Western Sahara (EH), Yemen (YE), Zambia (ZM), Zimbabwe (ZW), Ã…land Islands (AX). The Casino cannot guarantee successful processing of withdrawals or refunds in the event that a player breaches this Restricted Countries policy.

- 2.5 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.
- 2.6. Certain games may be unavailable in certain jurisdictions, as required by policies of game providers which may change from time to time.
- 2.6.1. Availability of games. Please bear in mind that some games may be unavailable in certain jurisdictions, as required by the policies of game providers which may change from time to time. Using VPN to bypass provider's block is strictly prohibited and may lead to confiscation of winnings.
- 2.6.2 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.
- 2.6.3 Blacklisted Territories All NetEnt Casino Games may not be offered in the following territories: â 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.
- 2.6.4. Blacklisted Branded Games Territories
- The followed NetEnt Braded Games have some further restrictions in addition to the Blacklisted Territories set out above:
- 2.6.5. In addition to the jurisdictions set out in paragraph 2.6.3, Planet of the Apes Video Slot must not be offered in the following territories: Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine.
- 2.6.6. In addition to the jurisdictions set out in paragraph 2.6.3, 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.
- 2.6.7 In addition to the jurisdictions set out in paragraph 2.6.3, Narcos Video Slot must not be offered in the following territories: Indonesia, South Korea.
- 2.6.8. In addition to the jurisdictions set out in paragraph 2.6.3, 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, Guaternala, 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.
- 2.6.9 In addition to the jurisdictions set out in paragraph 2.6.3, Fashion TV Video Slot must not be offered in the following territories: Cuba, Jordan, Turkey, Saudi Arabia.
- 2.7. 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.
- 2.8. Players from Canada are not allowed to play NYX (NextGen) games.
- 2.9. Players from the following countries are not eligible to win any jackpots from jackpot games offered by NetEnt: Australia, Azerbaijan, China, Denmark, India, Israel, Italy, Japan, Malaysia, Qatar, Russia, Portugal, Sweden, Slovakia, Spain, Thailand, Tunisia, Turkey, United Arab Emirates, Ukraine. The Casino will make reasonable efforts to prevent players from these countries to reach the games, but if players from any of the stated countries would win the jackpot, the jackpot win will be annulled.

3. ACCEPTED CURRENCIES

- 3.1. The <u>crypto casino</u> website allows playing for the following currencies: BTC (Bitcoin), BCH (Bitcoin Cash), LTC (Litecoin), ETH (Ethereum), DOGE (Dogecoin), USDT (Tether USD), XRP (Ripple), TRX (Tron).
- 3.2. ETH (Ethereum) and USDT (Tether USD) deposits and cashouts are made through ERC-20 Protocol, and other Protocols are currently not supported. Smart Contract is not supported for deposits and cashouts made in ETH (Ethereum) and USDT (Tether USD), and Tokens are not supported when sending ETH (Ethereum) transactions.
- 3.3. Currency exchange is NOT possible on-site. That means that, once you deposit in one currency, you will only be able to play games that accept said currency. Games that use other currencies will not be playable.
- 3.4. Minimum deposit amounts for each currency are: 0.00035 for BTC, 0.05 for BCH, 0.002 for ETH, 0.14 for LTC, 115 for DOGE, 25 for XRP, 10 for USDT (Tether USD) and 10 TRX for Tron. Please do NOT attempt to deposit below the mentioned amounts, as the funds will not reach your player account and will become permanently lost.

3.5. BTC can be used in games from the following providers: Amatic, Belatra, Betsoft, BGaming, Booming, Endorphina, Evolution, Evoplay Entertainment, Ezugi, GameArt, Habanero, Isoftbet, KA Gaming, Lucky, Mascot, MrSlotty, Nolimit, Onlyplay, Platipus, Play'n Go, Pragmatic Play, Pragmatic Play Live, Spinomenal, Spribe, Truelab, Wazdan, Zilion.

BCH can be used in games from the following providers: Belatra, Betsoft, BGaming, Booming, Endorphina, Evolution, Evoplay Entertainment, Ezugi, GameArt, Habanero, KA Gaming, Lucky, Mascot, MrSlotty, Nolimit, Onlyplay, Platipus, Pragmatic Play Live, Spinomenal, Spribe, Truelab, Wazdan, Zilion.

ETH can be used in games from the following providers: Belatra, Betsoft, BGaming, Booming, Endorphina, Evolution, Evoplay Entertainment, Ezugi, GameArt, Habanero, KA Gaming, Lucky, Mascot, MrSlotty, Nolimit, Onlyplay, Platipus, Pragmatic Play, Pragmatic Play Live, Spinomenal, Spribe, Truelab, Wazdan, Zilion.

LTC can be used in games from the following providers: Amatic, Belatra, Betsoft, BGaming, Booming, Endorphina, Evolution, Evoplay Entertainment, Ezugi, GameArt, Habanero, KA Gaming, Lucky, Mascot, MrSlotty, Nolimit, Onlyplay, Platipus, Pragmatic Play, Pragmatic Play Live, Spinomenal, Spribe, Truelab, Wazdan, Zilion.

DOGE can be used in games from the following providers: Belatra, Betsoft, BGaming, Booming, Endorphina, Ezugi, GameArt, Habanero, KA Gaming, Lucky, Mascot, MrSlotty, Nolimit, Onlyplay, Platipus, Pragmatic Play Live, Spinomenal, Truelab, Wazdan, Zilion.

USDT can be used in games from the following providers: Belatra, Betsoft, BGaming, Booming, Endorphina, Evoplay Entertainment, GameArt, Habanero, KA Gaming, Lucky, Mascot, MrSlotty, Nolimit, Onlyplay, Platipus, Pragmatic Play Live, Spinomenal, Spribe, Truelab, Wazdan, Zilion.

XRP can be used in games from the following providers: Belatra, Betsoft, BGaming, Booming, Evoplay Entertainment, GameArt, Habanero, KA Gaming, Lucky, Mascot, Nolimit, Onlyplay, Platipus, Pragmatic Play Live, Spinomenal, Spribe, Wazdan.

3.6. Requesting a withdrawal towards your account's deposit address or any other address attached to an mBitcasino account is strictly prohibited. If you attempt to request a withdrawal towards your account's deposit address or any address attached to an mBitcasino account, the transaction will be flagged and your account may be temporarily locked by the system.

4. FEES AND TAXES

4.1. The player is fully responsible for paying all fees and taxes applied to their winnings according to the laws of the jurisdiction of player's residence.

5. GAME RULES

- 5.1. You confirm that you know and understand the rules of games offered by the website.
- 5.2. It is at your discretion to know the payout percentage of each game.
- 5.3. If we mistakenly credit your Member Account with bonuses, free spins, cash bonuses or any type of winnings that do not belong to you, whether due to a technical, error in the pay-tables, or human error or otherwise, the amount will remain our property and will be deducted from your Member 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.
- 5.4. Delaying any game round in any game, including free spins features and bonus features, to a later time when you have no more wagering requirement and/or performing new deposit(s) while having free spins features or bonus features still available in a game is prohibited. Players doing so agree to have their bonus and associated winnings declared void.

6. DISCLAIMER OF LIABILITIES

- 6.1. You confirm that you are aware of the fact that gambling at the website may lead to losing money. The Company is not liable for any possible financial damage arising from the use of the website.
- 6.2. 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.
- 6.3. The Company is not liable of any hardware or software, defects, unstable or lost Internet connections, or any other technical errors that may limit player $\hat{a} \in \mathbb{T}^{M}$ s access to the website or prevent player from an uninterrupted play.
- 6.4. 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.

7. PLAYER ACCOUNT

- 7.1. Each player can create only one personal user account. Creating multiple user accounts will lead to termination of the accounts. All betting accounts you try to open may be blocked or closed and any bets may be voided. Depending on the severity of the case mBit Casino holds the right to withhold or take any funds deposited to pay for damages and/or the prevention of future misconduct.
- 7.1.1. If you notice that you have more than one registered Member Account you must notify us immediately. Failure to do so may lead to your Member account being blocked for access.
- 7.2. Player's account can only be accessed with the unique ID and password of the players. The player is responsible for keeping their login information confidential and making sure it cannot be accessed by another person.
- 7.2.1. As part of the registration process, you will have to choose a username and password for your login into the Website(s). It is your sole and

exclusive responsibility to ensure that your login details are kept securely. You must not disclose your login details to anyone. We are not responsible for any abuse or misuse of your Member Account by third parties due to your disclosure, whether intentional or accidental, whether active or passive, of your login details to any third party.

- 7.3. The player shall not provide access to his or her user account or allow using the website to any third party, including but not limited to minors.
- 7.4. The website can only be used for personal purposes and shall not be used for any type of commercial profit.
- 7.5. The player must provide valid personal data during registration, including valid email address.
- 7.6. mBit Casino reserves the right to refuse or close a Member Account at its sole discretion, but any contractual obligations already made by mBit Casino shall be honored accordingly.
- 7.7. mBit Casino reserves the right to declare a wager void, partially or in full, if mBit Casino, at its own discretion, deems it obvious that there was an error, mistake, misprint or technical error on the pay-table, odds or software.
- 7.8. If it is discovered that a deposit is the result of a double-spend, it will be considered an act of fraud. In the instance that a deposit you make to your mBit player account does not clear the Blockchain within three hours, it will be considered fraud and our bitcoin payment processor will automatically flag those transactions. Flagged transactions will cause your player account to automatically be disabled. All play associated with that deposit will be null and void and your account will reset to the balance before the flagged deposit. Likewise, if a deposit is intentionally delayed by the player through the Blockchain, it will be considered fraud. Additional stipulations to double-spends, delayed transactions, and invalid play are outlined in Section 8.4 of these Terms.
- 7.9. In relation to deposits and withdrawals of funds into and from your Member Account, you shall only use cryptocurrencies that are valid and lawfully belong to you.

8. DEPOSITING FUNDS

- 8.1. To deposit funds into your Member Account, you can transfer funds from your personal cryptocurrency wallets to the corresponding wallets on your Deposit page. Please contact our support earn at support@mbitcasino.io or on live chat to inquire about the payment methods which are most favorable for your country of residence.
- 8.2. mBit Casino does not accept third party payments. You must make deposits only from a supported wallet for your currency of choice which rightfully belongs to you. If we determine during the security checks that you have violated this condition your winnings will be confiscated and original deposit returned to the owner of the payment account. The casino is not responsible for the lost funds deposited from third party accounts. 8.3. In the instance that a deposit is unable to be verified by the Blockchain within a reasonable period, it will be considered fraud. All play and winnings associated with that deposit will be null and void. Your account will be temporarily closed and all costs incurred by mBit Casino, including provider and platform fee retrieval, affiliate commissions, and mBit administrative costs associated with these transactions will be noted on your account. A KYC is required to reopen a suspended or deactivated account. In the instance your account is reopened, all debts determined by mBit Casino must be satisfied before you may play Games or make a withdrawal in the future
- 8.4. If we find a suspicious betting pattern upon review of your play, that includes but is not limited to betting with a deposit that was not confirmed at the moment of play, mBit Casino reserves the right to void all bets.
- 8.5. When effecting deposits into your Account, mBit Casino reserves the right to use additional procedures and means to verify your identity.

9. WITHDRAWAL POLICY

- 9.1. Withdrawals will be made to your stated wallet address. To withdraw any funds which have been deposited, we require your deposit to be fully confirmed by the blockchain before a withdrawal can be made. If you deposit with a small mining fee, the confirmations can take over an hour.
- 9.2. If we mistakenly credit your Member Account with bonuses, free spins, cash bonuses or any type of winnings that do not belong to you, whether due to a technical, error in the pay-tables, or human error or otherwise, the amount will remain our property and will be deducted from your Member 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.
- 9.3. The payment team at mBitcasino reserve the right to carry out additional verification procedures for any payout exceeding the equivalent of 1 Bitcoin, and further reserves the right to carry out such verification procedures in case of lower payouts. Account Holders who wish to recover funds held in a closed, locked or excluded account, are advised to contact Customer Support.
- 9.3.a All cashouts requested to a wallet address that was unused in our system before will require confirmation via email before being processed. If you did not receive an email notification, please contact our live support team. Any cashouts without a confirmed wallet addresses will be returned to the player's account.
- 9.4. All transactions shall be checked in order to prevent money laundering. If the Member becomes aware of any suspicious activity relating to any of the Games of the Website, he must report this to the Company immediately. mBit Casino may suspend, block or close a Member Account and withhold funds if requested to do so in accordance with the Prevention of Money Laundering Act. Enhanced due diligence may be done in respect of withdrawals of funds not used for wagering. A standard 1x wagering requirement applies to deposits before they become cashable while playing slot games. A standard 10x wagering requirement applies to deposits before they become cashable while playing table games and any other games.
- 9.5. Please be advised that our products are consumed instantly when playing. Thus, we cannot provide returns of goods, refunds or cancellation of your service when playing. If you play a game with Bitcoins or any other currency available inside your account, the money will be drawn from your player account instantly.
- 9.6. If you win 10 Bitcoins or more, we reserve the right to divide the payout into ten instalments, paid with 10 percent every month for 10 months until the full amount is paid out. Maximum withdrawal amounts processed to a player within a 7-day period is 3 BTC (or currency equivalent), and 10 BTC within a 30-day period, unless otherwise specified in the promotional Terms & Conditions, where exceptions can be made to players with a higher VIP status and players who win a progressive jackpot. This is determined solely at the discretion of the casino.

- 9.7. You will not get any interest on outstanding amounts and you shall not treat the Company as a financial institution.
- 9.8. If you are eligible for a bonus, wagering requirements will apply before you are eligible to make any cash-outs of the bonus or winnings. The wagering requirements, which can vary, will be displayed when receiving the bonus. If you would like to request a withdrawal before the wagering requirements are fulfilled, mBit Casino will deduct the whole bonus amount as well as any winnings before approving any withdrawal. Wagering at Video Poker, roulette (any roulette), Black Jack (any Black Jack) or any other Table Game does not count in the wagering requirements. mBit Casino reserves the right to impose, at our own discretion, geographical limitations to individual bonus schemes. Local wagering requirements may be applied. Bonuses/Free spins at mBit Casino can only be received once per household / IP. Risk-free bets on any games do not qualify for mBit Casino's wagering requirements.
- 9.9. The casino reserves the right to check player $\hat{a} \in T^M$ s identity (KYC procedure) prior to processing payouts and to hold withdrawals for the time needed to check the player $\hat{a} \in T^M$ s identity. Failure or denial to pass the identity check will result in confiscation of winnings or refund of the last deposit.
- 9.10. It is the responsibility of the player to ensure that all documents as a part of the KYC process are genuine. In case of false personal data provided by the players, the withdrawal will be refused and the user account will be terminated. The player will be informed thereof by email. In case of the faked or fraudulent documents provided will result in confiscation of deposits and potential winnings of the player.
- 9.11. Player's identity check may require a selfie, a selfie with a note to the casino, a phone call or verification of a player via live video call (Skype).
- 9.12. In case the player does not reply to our attempts to verify their identity we reserve the right to confiscate their entire balance or/and disable their member account. We will make reasonable efforts in trying to contact them regarding their funds . If we are not able to reach them (by email, Live Chat, Skype) and pass the verification, funds will be retained by the casino.Â

10. REFUND POLICY

- 10.1. A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account.
- 10.2. Before a refund is processed all bonuses and winnings in your balance will be deducted prior to calculating the amount to be refunded.
- 10.3. All costs that may occur upon refund procedure are on the player.

11. ANTI-FRAUD POLICY

- 11.1. The Company has a strict anti-fraud policy and utilises various anti-fraud tools and techniques. 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 gaining of unfair winnings,
 - fraudulent actions against other online casinos or payment providers,
 - chargeback transactions with a credit card or denial of some payments made,
 - creating two or more accounts,
 - · other types of cheating

or becomes a bankrupt in the country of their residence, the Company reserves the right to terminate such Player 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 applicable regulatory bodies of the fraudulent actions performed by the player.

11.2. 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.
- 11.3. 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.
- 11.4. In order to verify player's account casino management require documents (ID, payment systems, utility bills θ in Latin or Cyrillic alphabet. In case player doesnâ θ have an opportunity to provide documents in above-mentioned alphabets casino reserves the right to demand video verification where player shows his/her documents.
- 11.5. The Casino reserves the right to retain payments, if suspicion or evidence exists of manipulation of 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.
- 11.6. 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.
- 11.7 Please note that if you requested a withdrawal, but the sum of bets made since last deposit is less than three (3) times the size of that deposit, the Casino reserves the right to charge you the costs of transaction processing for deposit and withdrawals. This decision is at the sole discretion of the Casino.

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

12. DORMANT ACCOUNTS

12.1. Your account will be deemed 'Dormant' if you have not made a deposit, a withdrawal, or placed a bet/wager for a period of twelve (12) months. After the eleventh (11) month of inactivity, we will provide an email notice to the email address registered to the account, advising that the Account balance will be set to zero in thirty (30) days from the notice. If the Account remains dormant, at 12 months of inactivity, the Account balances are zeroed out.

13. PRIVACY AND SECURITY

- 13.1. mBit Casino is complying with the data protection and privacy laws and is treating all customer information as strictly confidential.
- 13.2. We collect players' private information when players register within our system, respond to our communication, or contact our support team. The information may include player's name, date of birth, private address, email address, IP address, credit and debit card details, and some other information personal data. The personal data of players are available to mBit Casino employees, employees of the software provider Dama N.V., to payment systems and other third parties which assist mBit Casino in providing gambling services to the end users. All parties to whom the players' information is disclosed are treating it as confidential according to the corresponding agreements and laws. The data is fully protected from unauthorized access.
- 13.3. mBit Casino is keeping information on players' deposits, winnings and cash-outs as strictly confidential and is not disclosing it to any third parties without prior consent of the player unless otherwise required by the law.
- 13.4. mBit Casino is using playersâ \in TM information for marketing purposes. However, we respect playersâ \in TM privacy. If players do not wish to receive any promotional materials, they can choose such an option during registration or unsubscribe at any time when using mBit Casinoâ \in TMs gambling services.</sup>
- 13.5. In case mBit Casino discovers that a player has participated in any type of fraudulent actions, such as game manipulation, payment fraud, provision of false personal data, money laundering, using stolen credit cards, etc., the company reserves the right to disclose such player's personal data to the relevant authorities.
- 13.6. mBit Casino is committed to provide 100% secure gambling services to players to ensure that no data is stolen, lost or misused. We implement the latest technological achievements to provide for the safety of all personal data of the players.
- 13.7. We use 128-bit SSL (Secure Socket Layer), the technology preferred by many legal and financial institutions, to guarantee safety of all transactions performed on the website.
- 13.8. We only work with the most reputable and trustable payment processing providers to make sure that players' deposits and cashouts are handled carefully and according to the corresponding standards.

14. COOKIE POLICY

14.1. The <u>mBit Casino</u> website is using cookies to store your preferences and guarantee a more pleasant gaming experience. For any custom privacy settings, players shall contact our support team at <u>support@mbitcasino.io</u>

15. RESPONSIBLE GAMBLING

- 15.1. 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 realize that gambling shall never be viewed as a source of income or means of recovery from debts. It is useful to keep track of the time and the amount of money spent at an online casino daily.
- 15.2. 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. You can set limits on the amount you deposit, lose, wager, spend in one game, or on your account activity on the whole. This functionality can be accessed within your account in the "Personal Limits†section. Limits can be amended at any time. A decrease in the limit will take effect immediately, however an increase may only occur after email confirmation and only after the previous limit of the same type expires, in order to avoid rash decisions. If you require further information or assistance regarding Personal Limits, please contact our support team at support@mbicasino.com.

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 mBTC, put a Loss Limit of 10 mBTC and then go on to win 100 mBTC, you can still lose more than 10 mBTC of the 100 mBTC balance as it is based on the initial deposit instead of the winnings.

Wager Limit. A limit on the wagered amount for a day, a week, or a month.

Cooling-Off Limit. You can set a Cooling-Off Period for a definite period of time. While the limit is active you cannot deposit to the Casino and you 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 a definite period of time. 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. Upon its expiring your account will automatically be re-activated.

Session limit. You can limit the amount of time spent gambling. The restriction takes effect instantly. If you hit the limit, you will be automatically logged out of your account. You can set the limit from the period of 6 to 1000000 minutes.

SELF-EXCLUSION BY REQUEST

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

If you are self excluded from the casino you won't be able to log into your account and order withdrawal of any balance you have left. Once self-excluded, please reach out to our support team at support@mbitcasino.io in order to initiate withdrawal of remaining balance. Our support team will contact you within a reasonable timeframe with information on the withdrawal and will assist you with it.

Please note that active self-exclusion does not make you exempt from verification procedure if it's required by the casino to process funds. The funds remaining on balance will be paid according to the casino limits.

EXTERNAL HELP

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

- Gamblers Anonymous
- GamCare
- Gambling Therapy

16. PROTECTION OF MINORS

16.1. mBitcasino is only accepting players who are at least 18 years old and uses all available methods to stop any attempts of minors to register and play at our casino. The casino reserves the right to ask for proof of identity and in case the player has not reached the legal age to play, access to the website will be denied. However, we realize that due to a wide availability of Internet people under 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®
- Solid Oak Software
- Net Nanny

17. Complaints

17.1 You are free to contact our customer service team according to the instructions found on the Website to give us any complaints regarding our services.

17.2 Complaints are handled in the support department and escalated in the organisation of the Casino in the case that support personnel did not solve the case immediately. You shall be informed about the state of the complaint to a reasonable level.

17.3 Casino is to acknowledge a complaint started by the account holder only. It is forbidden to, and you can therefore not assign, transfer, 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.

17.4 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.

17. 5 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.

18. Miscarried and aborted games

- 18.1. The Company is not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. Refunds may be given solely at the discretion of the mBit Casino management.
- 18.2. The Company shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with website or its content, including but without limitation to: delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the site or its content, or any errors or omissions in content.
- 18.3. In the event of a Casino system malfunction all wagers are void.
- 18.4. In the event a game is started but miscarried because of a failure of the system, the Company shall refund the amount wagered in the game to the User by crediting it to the User's Account or, if the account no longer exists, by paying it to the User in an approved manner; and if the User has an accrued credit at the time the game miscarried, credit to the User's Account the monetary value of the credit or, if the account no longer exists, pay it to the User in an approved manner.

19. Limitation of Liability

- 19.1. 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.
- 19.2. Without prejudice to the generality of the preceding provision, we, our directors, employees, partners, service providers:
- 19.2.1. do not warrant that the software, Games and the Websites are fit for their purpose;
- 19.2.2. do not warrant that the software, Games and the Websites are free from errors;
- 19.2.3. do not warrant that the software, Games and the Websites will be accessible without interruptions;
- 19.2.4. 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 Websites or your participation in the Games.
- 19.3. You understand and acknowledge that, if there is a malfunction in a Game or its interoperability, any bets made during such malfunctioning shall be void. Funds obtained from a malfunctioning Game shall be considered void, as well as any subsequent game rounds with said funds, regardless of what Games are played using such funds.
- 19.4. You hereby agree to fully indemnify and hold harmless us, our 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.
- 19.5. To the extent permitted by law, our maximum liability arising out of or in connection with your use of the Websites, regardless of the cause of actions (whether in contract, tort, breach of warranty or otherwise), will not exceed \hat{a} , $\neg 100$.
- 19.6. CLASS ACTION AND AGREEMENT TO ARBITRATE: This clause provides for the exclusive jurisdiction of disputes through individual legal action and supersedes any laws entitling the Player to participate in a class action. This class action waiver precludes the Player from participating in, or becoming represented, in any class or representative action regarding any claim brought under as a result of any agreement, including these Terms and Conditions and use of the Services and/or the Website. Even if applicable law(s) provide otherwise, the Player agrees that any legal action or arbitration against mBITcasino whatsoever shall be litigated by the Player individually and not as a member of any class or as part of a class action, and the Player expressly agrees to waive authority to arbitrate claims on a class action basis. The Player agrees that this clause shall not be severable under any circumstances from the choice of law provision set forth in these Terms and Conditions.

In consideration for the offering of Services on our Website to you, you agree that all disputes arising under or in connection with these Terms and Conditions, or in respect of any legal relationship associated with or derived from these Terms and Conditions or your use of the Services provided on this Website, will be finally resolved by arbitration under Arbitration Rules of a qualifying global ADR Institution as to be selected by AmBITcasino and communicated to the Player once a claim is to arise.

GOVERNING LAW: These Terms and Conditions shall be governed by, and construed in accordance with, laws of Curacao, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

mBITcasino nor any other company forming part of its affiliates cannot and shall not be liable for any complaint or claim filed or made on the basis of the laws of any other jurisdiction.

20. Community Chat Guidelines

- 20.1. Be nice and respectful! Engage with other players in a friendly and polite manner. Any comments that contain discriminatory remarks of any kind, be it racist, sexist, threatening, obscene, hateful or offensive will be deleted and the player will be muted. We have zero tolerance towards verbal abuse.
- 20.2. Don't spam! The community chat has a limited volume of posts that can be displayed at a time so spamming will use that up pretty quickly. Spam messages will be deleted and the player will be muted.
- 20.3. Don't ask for loans from other players! Don't ask for funds from other players and don't post any crypto addresses with this intent. Such posts will be deleted on the spot and the player will be muted.
- 20.4. Don't post personal account queries or bonus requests. Any personal queries or complaints will be muted in order to protect the chat for the community. These can only be addressed and resolved individually with our Live Support team. They are available 24/7 and more than happy to help. Also, bonus and spins requests can only be made with the Live Support team or via email.
- 20.5. Don't advertise other sites/services. This is a community chat run by mBit players for mBit players. Any posts containing advertisements of other sites and services unrelated to mBit will be deleted and the player will be muted.
- 20.6. Don't disclose personal information of other players. You made a friend here and they shared personal (contact) information with you? Please don't share any of that on the community chat, including but not limited to name, email address, phone number, address, etc. Respect each other's privacy!
- 20.7. Enjoy! Feel free to share game, music, book recommendations, and cookie recipes with your new friends.

21. Community Events

Upwards to the Rewards - Monthly Discord XP System

- 21.1. "Upwards to the Rewards†is mBitcasino's monthly Discord XP System designed to reward the most active members of our Discord community.
- 21.2. To participate, users need to be active on the server in order to collect experience points (XP) for climbing up in the leaderboard. Both new and old community members are eligible for being part of the XP System.
- 21.3. Players can join the mBit Discord server here: https://discord.gg/jAvSDHZ5pg
- 21.4. User activity and progress is tracked using the MEE6 bot. The type of activity that grants XP includes messages sent in the server and winning giveaways (organized in the #giveaways channel).
- 21.5. In order to prevent spamming, messages that grant XP will have a one minute cooldown.
- 21.6. Every minute that you're messaging, you randomly gain between 15 and 25 XP.
- 21.7. To check their progress, users can use the /rank command in the #commands channel.

- 21.8. To check the leaderboard, users can use the /levels command in the #commands channel.
- 21.9. The activity and progress of all mBit Discord members (except from Staff and Moderator roles) will be automatically tracked by the MEE6 bot. This means that there is no opt-in needed from the user's side in order to take part in the XP System.
- 21.10. The Discord XP System resets monthly in order to give all community members, whether new or old, a fair chance of making it to the leaderboard
- 21.11. This is a time-limited event that will last for 3 months (from February 1, 2023 to May 1, 2023). The first edition of the XP System starts on February 1, 2023 and ends on March 1, 2023. Each edition will start on the first day of each month. If that day falls during the weekend, then the new edition will start on the next working day.
- 21.12. At the end of each month, the top 5 users shown on the MEE6 leaderboard will be rewarded as follows:
 - 1st place \$100
 - 2nd place \$75
 - 3rd place \$50
 - 4th place 100 FS
 - 5th place 75 FS
- 21.13. The winners will be announced in the #updates channel.
- 21.14. The cash rewards have a 5x wager requirement.
- 21.15. The Free Spins are provided by BGaming. They are available for 24 hours from the moment they are issued, having a 40x wager, on the following slot machines: Book Of mBit, Book Of Pyramids, Cherry Fiesta, Dig Dig Digger, Domnitors Deluxe, Four Lucky Diamonds, Lucky Blue, Lucky Dama Muerta, Lucky Lady's Clover, Princess Royal, West Town.
- 21.16. The leaderboard is available at: https://mee6.xyz/en/upwards-to-the-rewards
- 21.17. The Rank is showcased in the first leaderboard column (please check the link above) and it shows a user's overall position within the server. The Level is shown in the last leaderboard column, and if more players have the same Level, the difference will be made by the exact XP points they have.
- 21.18. The winners will be contacted by the Discord Staff and the prizes will be credited within 48 hours from the winners' announcement. The prizes can be claimed within 3 days after the winners have been announced, and contacted by the Discord Staff.
- 21.19. The prizes will be sent to the winners that have at least one deposit in the last 7 calendar days (calculated in the UTC time zone). When the expiration of the 7th day occurs on the day the winners are announced, please consider the time zone difference.
- 21.20. If a winning user doesn't have a deposit in the last 7 days, they have the option to make one within 3 days from the winners' announcement, and notify the Discord Staff so that their prize can be credited.
- 21.21. The prizes won't be credited for deposits made later than 3 days from the end of the event.
- 21.22. Bonuses can only be received once per person/account, family, household, address, e-mail address, IP addresses and environments where computers are shared (university, fraternity, school, public library, workplace, etc.), unless specifically mentioned otherwise. mBitcasino reserves the right to close your account and confiscate any existing funds if evidence of abuse/fraud is found.
- 21.23. mBitcasino reserves the right to modify and amend the promotion at any time without prior notice.
- 21.24. General Terms and Conditions apply.