

TERMS AND CONDITIONS

1. GENERAL DISPOSITIONS

1.1. The website www.mozzartbet.ro ("website") is operated and managed by Mozzartbet Malta Limited, a limited liability company incorporated in Malta and subject to Maltese law, which has registration number C 83980 and has the address registered at Soho Office, Punchbowl Centre, Office 2D, Elia Zammit str., St. Julians STJ3154, Malta ("Operator" or "Company").

1.2. The operator holds a Class 1 license for remote fixed odds and remote casino gambling, issued by the National Gaming Authority, number L1203414W001173, valid from 01.02.2020.

In Romania, the operator's activity is monitored by the National Gaming Office and is carried out in accordance with the provisions of GEO 77/2009 regarding the organization and exploitation of games of chance and the methodological norms for the implementation of GEO 77/2009, as approved by the Decision Government 111/2016.

1.3. Participating in gambling involves financial deposits. All payments on the website are managed and collected by the operator.

1.4. "Games" means all games available on the website including casino (video slot and live casino), fixed odds betting (sports betting, betting on the results of various events such as but not limited to entertainment / social / political and lotteries (hereinafter referred to as My Number) and fixed odds betting on events that are generated by an independent system (virtual betting). The operator reserves the right to add and remove games from the website , in compliance with the procedures provided by law.

1.5. These Terms and Conditions ("Terms and Conditions") govern your ("you" or "Player") use of the Games provided on the Company's Website, mobile and/or any other software belonging to, operated by or authorized by the Operator.

1.6. These Terms and Conditions set forth the entire agreement between you and Operator as Company with respect to the Software and, in the event of fraud, supersede all prior or contemporaneous communications and proposals, whether oral, written or electronic between you and Company with respect to to the software.

1.7. These Terms and Conditions constitute a binding agreement between you and the Operator and are effective as soon as you accept the terms by checking the "I Accept" checkbox in the agreements. By accepting the T&C, you are deemed to have read and accepted these Terms and Conditions. By using any of the Gaming Provider Software (desktop or mobile) owned, operated or licensed by the Company, you indicate your agreement to these Terms and Conditions.

1.8. You must read these Terms and Conditions carefully before checking the "I ACCEPT" box. 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 the Company.

1.9. The Operator reserves the right to modify these Terms and Conditions, with the prior approval of ONJN, your agreement being valid until a new version is displayed on the Website. If you do not agree to the updated Terms and Conditions, you must stop using the Software . The use of the

Website after the display of the modified version will be equivalent to their unconditional acceptance.

1.10. The rules and explanations regarding the Games and Sports Betting are provided in separate links on the Sites, or the explanations and conditions regarding the software mentioned therein are incorporated into these Terms and Conditions by reference.

1.11. These Terms and Conditions may be published in multiple languages for information and ease of access by players. Only the Romanian version is the legal basis of the relationship between you and the Operator, and in case of discrepancies between a non-English version and the English version of these Terms and Conditions, the Romanian version will prevail.

1.12. Bolded headings used in these Terms and Conditions are used for convenience only and shall not affect the interpretation of these Terms and Conditions.

2. USER ACCOUNT

2.1. USER REGISTRATION

2.1.1. In order to be able to place bets using any of the Software, you must first personally register with the Operator and open an account ("User Account"), "User Account" shall have the same meaning as "Player Account . "

2.1.2. You are only allowed to have one user account. If you attempt to open multiple user accounts, all accounts you attempt to open may be blocked or closed. If you notice that you have multiple user accounts under different names, you must notify the Operator immediately.

2.1.3. A request to open a user account is made by personally completing the registration form and submitting it to the Operator through any of the websites. You must enter all the mandatory information requested in your registration form, in particular, your identity (citizenship, surname, first name, date of birth), declaration of compliance with the minimum age, contact details and address (domicile and / or residence) , including a valid email address and relevant payment information. All information entered must be correct.

2.1.4. Your player account must be registered under your own correct name. Only one account can be opened for each customer.

2.1.5. After registering the account, you must provide identification documents to the operator that confirm all the information provided during registration. The operator has the right to request any documents to prove the identity, source of funds, payment methods. You are allowed to deposit a maximum of 200 Euros (950 Lei) until your account is confirmed by the Operator; however, withdrawal is not permitted until the verification process is complete.

2.1.6. If the Operator cannot perform the KYC process within 30 days of the first deposit of funds in your account, the account will be blocked and its balance will be withheld and transferred to the Romanian state budget.

2.1.7. Any other accounts you open with us will be "Duplicate Accounts". If you open a duplicate account, any account you have opened may be closed by us immediately and:

- a. all transactions made from your account and your duplicate account will be cancelled;
- b. all bets or deposits made using the Account and your duplicate Account will be void; and
- c. any returns, winnings or bonuses you have earned or accrued while the Duplicate Account was active will be forfeited by you and may be recovered by us, and you will return to us on demand any such funds which have been withdrawn from your Account and the Duplicate Account.

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2.1.8. Minors (persons under the age of 18 or considered minors in accordance with the rules of the competent jurisdiction of their residence, even if they are over 18), are not allowed to register a user account.

If the Operator cannot confirm the legal age, then your player account may be suspended. If it turns out that you have circumvented the Operator's security measures and systems and made gaming or betting transactions without being of legal age:

- i. Your player account will be closed; and
- ii. all transactions made while you were a minor and all related funds deposited by you will be void; and
- iii. any stakes for bets made while you were a minor were void; and
- iv. all winnings you have accumulated during that time will be forfeited and you will return to the Operator any such funds you have withdrawn from your player account.

2.1.9 It is your sole responsibility to ensure that the information you provide is true, complete and correct and that you keep the information up to date.

2.1.10. As part of the registration process, you will be required to choose a username and password to log in to the Sites. It is your sole and exclusive responsibility to ensure that your login details are kept secure. You must not disclose your login details to anyone. The Operator is not responsible for any abuse or misuse of your User Account by third parties due to your disclosure, whether intentional or accidental, active or passive, of your login details to any third party.

2.1.11. The Operator reserves the right to refuse to register an Account or to close your Account at the Company's discretion. However, all monies in your Account will be returned and all contractual obligations already made, honored.

2.2. DEPOSITS IN USER'S ACCOUNT

2.2.1. You may only participate in any game if you have sufficient funds available in your account to bet on such participation. The operator will not give you any credit for participating in any games.

2.2.11. You will use such credit cards and other financial instruments that are valid and legally owned by you in connection with deposits of funds into your Account.

2.2.12. You may not use funds that originate from any illegal activity or source or that are affected by or associated with any illegality or illicit means.

2.2.13. The operator will accept for all markets payments made according to the currency chosen at registration. Currencies accepted for payments may vary between markets, and the Company may accept multiple currencies for payments in some markets. The exchange rate used by the Operator will be updated daily and determined by the time of withdrawal from the deposit account. Please note that any exchange premiums are paid by you and that accepted currencies may differ from market to market.

2.2.14. To deposit funds into your User Account, you may use any of the deposit methods specified on the "Payment Options" page. Details of the processing time and fee structure for the payment methods used are available on this page and may change from time to time.

2.2.15. You may not transfer funds from your Account to other players or receive money from other players into your Account or transfer, sell and/or purchase user accounts.

2.2.16. The operator may charge fees for processing deposits. Their value may change over time, and the current structure of commissions is specified on the relevant pages of the site. The Operator reserves the right to assign minimum and maximum deposit levels as specified on the relevant pages of the Site and may change from time to time.

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2.2.17. The Operator reserves the right to use additional procedures and means to verify your identity when making deposits to your User Account.

The operator is not a financial institution and therefore should not be treated as such. Your Account will not receive any interest on deposited amounts and funds deposited in your Account must be used for bona fide transactions, strictly for the purpose of conducting gambling transactions.

2.2.18. All information related to depositing funds can be found on the "My Account" and "Deposit" pages of the site. You may use any of the available storage methods mentioned therein with all occasional changes.

2.2.19. Your bank may charge you independently for bank transfers and other payment methods. Deposit methods and transaction fees are listed here. All withdrawals are processed in lei and will incur currency conversions and international transaction fees charged by your bank.

2.3. WITHDRAWALS FROM USER'S ACCOUNT

2.3.1. You can withdraw any amount according to the "Cash" balance in your user account by issuing a valid withdrawal notice to the Operator on the Website, if the deposit was made without using the bonus. Withdrawal of the "Cash" balance is not possible if the deposit is made using a bonus. Support may remove your bonus and winnings if you wish to withdraw your deposit.

2.3.2. Please note that Operator products are consumed instantly upon playback. Therefore, the Company cannot offer refunds, cancellation of services or returns of goods in respect of the game. When you play a real money game, money will be automatically withdrawn from your user account.

2.3.3 The Operator does not accept withdrawal requests made by phone or email. Announcements for withdrawals can only be made through the company's website.

2.3.4 Withdrawals will only be accepted if the amount is available in your account. You must first cancel all outstanding stakes to free your user account balance or withdraw funds.

2.3.5 You may use such credit cards and other financial instruments which are valid and which legally belong to you in connection with the withdrawal of funds from the Account.

2.3.6 Withdrawals from a player account are made by payments addressed to the account holder or transferred to a bank account held in the name of the account holder, according to the account holder's opinion. Whenever it is possible to identify the payment method from which the earning funds originated, the Operator will only allow withdrawals to the same account used by the Account Holder to make deposits.

2.3.7 Details of processing time and fee structures for withdrawals in respect of the method used are available on the 'Payment Options' page and may be changed from time to time. Furthermore, once a customer's documents are received by us and verified, the Operator will process your withdrawal within 5 business days.

2.3.8 In all cases, a percentage of at least 30% of any deposit is required to be rolled on the gaming platform. Withdrawal can only be available for a maximum percentage of 70% of the amount deposited.

For example: With a deposit of 100 lei, it is mandatory that at least 30 lei be rolled on the platform. Withdrawal is only possible for a maximum amount of 70 lei.

This rule is also applicable in the case of repeated submissions, for each one separately.

2.3.9 The Operator reserves the right to carry out due diligence on withdrawals of funds not used for betting and to review your behavior on the site and use of the games for inappropriate gaming behaviours. In the case of reasonable suspicions that the account has been used for illegal or inappropriate purposes, the Company reserves the right to extend the investigations for a period of

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10 days, which may be extended by an additional 5 days, if the investigations require verifications by the provider software or until a resolution is issued by the competent authorities. Relevant information regarding the extension of the term is provided to the user and the Gambling Authority.

2.3.10 Deposits and withdrawals to/from the game account may be subject to processing fees. The Company has the right to withhold and/or confiscate in order to transfer to the state budget the funds of players who do not comply with the identity verification procedure or who engage in fraudulent behavior, violating the provisions of these T&C, the game regulations or the law .

2.3.11 If the Operator mistakenly transfers to your account winnings that do not belong to you, whether as a result of human or technical error or otherwise, the amount will remain the property of the Operator. The amount will be deducted from your user account as soon as the Company becomes aware of the mistake. If you withdraw funds that do not belong to you, the amount paid in error will constitute a debt to/to the operator. You are obliged to immediately report any incident of incorrect credit to the Operator, such reports should be made by email.

2.3.12 The Operator will carry out additional verification procedures for any cumulative transactions of 2000 Euro (deposits and withdrawals) and still reserves the right to carry out these verification procedures for smaller payments. Such identity verification may include, for example, copies of a player's passport, identity card or utility bill. In addition, all transactions will be checked for compliance with money laundering legislation.

2.3.13 The Company will execute the withdrawal request using the same method you previously used to deposit, unless the account is no longer valid or the payment method does not allow receiving the money. In this case, the Operator has the right to request any documentation for the prior verification of the new payment method. The funds available in your account can be transferred to the heirs only on the basis of supporting documentation attesting to their quality.

2.3.14. Earnings are transferred to the user's personal account.

2.3.15. Withdrawal requests are executed by the Operator within a maximum of 3 days from its registration in the Operator's system.

2.4. INACTIVE AND LATEN USER ACCOUNTS

2.4.1. An inactive account is an account on which no gambling transactions have been made within 12 months, which has a positive money balance.

2.4.2. Accounts that do not have any login or gambling operations may be blocked or closed by the operator.

2.4.3 After twelve (12) months from the last login, the Company reserves the right to charge an administrative fee of €5 or equivalent per month of administrative fee to your account, as long as the balance is positive and your account has remained inactive. After 12 months of inactivity, the remaining account balance will be refunded to your payment account if a payment method has been verified. If a payment account has not previously been verified in your account, a notification will be sent by email informing you that you have the right to verify a new payment method within 12 months. If the Operator cannot verify the new payment method within 12 months, following your refusal to submit the relevant documents, the remaining balance of the account is retained by the Operator and sent to the State Budget.

2.4.4 Once your account becomes inactive, if the Company has been unable to contact you and/or if you cannot be satisfactorily located, the Operator will, in accordance with applicable law, close your account and transfer to you the outstanding balance of your account or to the relevant authorities.

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2.4.5. Account holders who wish to recover funds held in a closed, blocked or excluded account are advised to contact customer support.

2.5. USER ACCOUNT CLOSURE

2.5.1 . If you wish to close your account, you can do so at any time by contacting the customer support service by email at secretariat@mozzartbet.ro. Prior to sending the request to close the game account, the user has the obligation to request the withdrawal of all funds available in the game account. Unsettled bets on the account closing date will be validated at odds 1 (will be cancelled). If your account closure is related to concerns about a possible gambling addiction, this will be specified.

2.5.2. The Operator reserves the right to close your user account for reasons beyond your control and to return the available account balance to you, subject to deduction of relevant fees. In this case, the Company will return the available funds to your user account within 10 business days. In the situation where the user's funds cannot be transferred to his payment account, as it is no longer valid, the Company will inform the account holder, within 5 working days, to the email address provided during registration, that he can request the remittance of the funds in term of one year. If the user does not choose to return the due funds within one year or does not indicate or prove the holding of another valid payment account, the Company will remit the balance from that account to the state budget of Romania, at the latest at the 25th of the month following the one in which the funds were withheld.

2.5.3. If the Operator reasonably suspects that you have breached the law, the Terms and Conditions or the Game Regulations, or reasonably suspects that you have attempted to defraud the Company, the Operator has the right to impose a betting limit on your account. or canceling all bets, closing the account, retaining the balance of the user account and transferring it to the state budget.

2.5.4. The organizer has the right to priority debit the account with the amount to cover the reasonable costs related to deposits and withdrawals, as well as any debits recorded by the player.

3. YOUR OBLIGATIONS AS A USER**3.1 REPRESENTATIONS AND WARRANTIES**

You represent and warrant that:

3.1.1. You are over 18 years of age or the minimum legal age as required by the laws of the jurisdiction applicable to you and, in accordance with the laws applicable to you, you are permitted to participate in the Games offered on the Site;

3.1.2. It is your sole and exclusive responsibility to inform yourself and ensure that you do not violate any laws applicable to you by participating in the Games. Gambling on our website may not be legal in certain jurisdictions. Such countries are, for example: Afghanistan, Algeria, Angola, Bahrain, Belgium, Bulgaria, China, Czech Republic, Eritrea, Cuba, Ethiopia, Hong Kong, Indonesia, Jordan, Iran,

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Iraq, Kuwait, Libya, Lithuania, Malaysia, Mauritania, Mauritius, Morocco, Norfolk Island, North Korea, Oman, Pakistan, Poland, Portugal, Qatar, Rwanda, Saudi Arabia, Sudan, Somalia, South Sudan, Syria, Tunisia, United Arab Emirates, Yemen;

3.1.3. You are not a resident of Australia, Cyprus, Estonia, Denmark, Dutch Caribbean, France, Hungary, Italy, Spain, Turkey, United Kingdom, United States and its dependencies, military bases and territories, including but not limited to Am. Samoa, Guam, Marshall Islands, N. Mariana Islands, Puerto Rico and Virgin Islands;

3.1.4. Participate in Games and Bets solely for entertainment and/or recreation purposes and strictly in your own personal non-professional capacity;

3.1.5. You participate in the Games on your own behalf and not on behalf of any other person;

3.1.6. All information that you provide to the Operator during the term of this agreement is true, complete and correct and that you will immediately notify the Company of any change in such information;

3.1.7. All money you deposit into your User Account is not affected by any illegality and in particular does not originate from any illegal activity or source;

3.1.8. You understand that you risk losing the money deposited in your user account by participating in any of the games;

3.1.9. You will not engage in any fraudulent, collusive or otherwise illegal activity in connection with your or any third party's participation in any of the Games and you will not use any software-assisted methods or techniques or hardware devices for your participation in any of the Games, The Company does not allow any bots and/or programmed devices in the game. The Operator hereby reserves the right to invalidate bets in case of such behavior;

3.1.10. Games played on our website should be played in the same way as games played in any other setting. This means that players should be nice to each other and avoid rude or obscene comments;

4. OBLIGATIONS AND RULES FOR USING THE CHAT

4.1. As part of your use of the Site, the Operator may provide you with a chat function, which is moderated by us and subject to controls. We reserve the right to review the chat and keep a record of all statements made on such facility. Use of the Chat Service should be for recreational and social purposes and is subject to the following rules:

4.1.1. You will not make any statement that is sexually explicit or grossly offensive, including expressions of bigotry, racism, hatred or profanity;

4.1.2. You will not make abusive, defamatory or harassing statements or insults to the site operators;

4.1.3. You must not make statements that advertise, promote or refer to other online entities.

4.1.4. You must not make statements about the Operator or any other Internet sites connected to the Operator that are false and / or harmful and / or that harm the Operator.

4.1.5. Do not confront each other through chat rooms or separate chat. Any suspicious chats will be reported to the appropriate authority.

4.2. If you violate any of the above chat provisions, the Operator shall have the right to remove the chat room or terminate the user account immediately. Upon such termination, the Operator will refund to you any funds that may be in your User Account in excess of any amount that may be owed to us at that time (if any). The operator reports any suspicious chat to the competent authority.

5. EXCEPTIONAL CIRCUMSTANCES AND INTERRUPTED GAMES

5.1 The Operator reserves the right to cancel and/or declare a partial or full bet void if the Company considers it obvious that any of the following circumstances have occurred:

- you or people associated with you directly or indirectly influence the outcome of an event;
- you and your associated persons directly or indirectly avoid the rules of the Company;
- the outcome of an event was directly or indirectly affected by the criminal activity;
- bets were placed that would not have been accepted otherwise, but were accepted during periods when the software was affected by technical problems; due to an error such as a mistake, misprint, technical error, casino system failure, force majeure or otherwise, bets were offered, placed and accepted due to this error.

5.2. The Operator shall not be liable for any damages or losses deemed or alleged to have arisen out of or in connection with any software or its contents if these are the result of loss or corruption of data, delays or interruptions in operation or transmission, communication or line failures not attributable to the Company , misuse of the site or its content or any errors or omissions in the content.

5.3. The operator is not responsible for any server outage, downtime, delay or any technical disruption of the game. Refunds may be given to players in such cases.

5.4. In the event of obvious errors in the configuration or awarding of prizes or bonuses, errors in the operation of the gaming software, the Company reserves the right to modify player balances and account details to correct these errors.

5.5. If the player becomes aware of possible errors or imperfections in the software, in the bonus or on the website, he or she agrees to refrain from taking advantage of them. Furthermore, the player agrees to immediately report any error or imperfection to the operator.

5.6. If a game is started but failures occur due to a system failure, the Operator will make all reasonable efforts to ensure that the game can be resumed or, if this will not be possible, will return the amount wagered in the Game to user by crediting it to the user account or, if the account no longer exists, by paying the user in an approved manner; and if the user has an accumulated credit at the time the game was played , credit the user's Account with the monetary value of the credit or, if the account no longer exists, pay the user in an approved manner.

5.7. The operator reserves the right to remove any game from the site at any time. Any event or game that indicates improper behavior affecting payment, game data or other balances, which may be due to misconfiguration or technical error will be canceled and removed from the site. Player account balances and details may be amended in such cases to correct any mistakes. Information regarding the adjustment of the game account will be sent by email or in the game account to the affected players.

5.8. The operator reserves the right to withhold payments, if there is suspicion or evidence of tampering with any game and/or software. Criminal charges will be brought against any user or any other person who tampered with the games and/or software or attempted to do so.

6. RESPONSIBLE GAMING

6.1. The operator supports responsible gaming. You can learn more about Responsible Gaming, prevention of gambling addiction and be guided to professional help on the website under the heading "Responsible Gambling" and the relevant pages of the website or by clicking [here](#)

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6.2. Our software is designed for entertainment purposes. If you believe you have or may have a habitual or compulsive gambling problem, we advise you to avoid gambling on all Company Sites, any other gambling activities and seek professional help. If you have been diagnosed with any form of compulsive gambling disorder, the Operator strongly advises you not to engage in any gambling activities and to avoid the software covered by these Terms and Conditions.

6.3. LIMITS

6.3.1. We offer our players to set up the following limits for their account:

- limiting bets in a period of time;
- limitation of losses in a period of time;
- limits on your session time.

If you exceed the applicable limits, you will be prevented from placing any further bets or depositing into your account. If you reach your session time, your session will be terminated.

6.3.2. You can change or remove limits at any time. The drop in limits will take effect immediately. If you wish to increase or remove the limits, this will be effective seven (7) days after your written request.

6.4. SELF-EXCLUSION

6.4.1 During a self-exclusion, your account balance will remain in your account. If your balance exceeds twenty (20 Euros) or equivalent, you may request withdrawals; amounts below the value of 20 Euros will be kept in your game account. You will be prevented from placing bets or depositing into your account.

6.4.2. You may choose, at your discretion, to exclude yourself from playing games on our sites. To block your access to the Games, you must send an email to Customer Support as indicated on the Company's website. Your email must indicate the following information "I want to be excluded from the operator's sites" and the time for which you want to be excluded. You can also choose to exclude your account indefinitely. You will find additional information under "Responsible Gaming" on the website.

6.4.2 If you choose to self-exclude in the manner set out above, you will not be able to change this decision before the end of the self-exclusion period. The operator will automatically reactivate your access to our games and reactivate your user account upon expiry. During the self-exclusion period, the Operator will not send you promotional or other marketing information.

6.4.4. Within two days of receiving your completed self-opt-out notice, your data, including your name and details, will be removed from our marketing databases. The Operator will include your details in the register of self-excluded players, which may be made available to regulatory bodies by the Operator/authorized representative upon request. You will be able to request deletion from this register only after the expiry of a period of 6 months from the entry of the data in the respective register.

6.4.5 The Operator encourages you to consider extending the self-exclusion to other remote gambling operators currently used by you.

6.4.6 Regardless of the length of your self-exclusion period, as this self-exclusion period ends, you will be allowed to start betting with the Company and also receive marketing materials.

6.4.7 By submitting your self-exclusion request, you agree to provide complete and accurate personal data so that your access/use of the Site and Software may be restricted. If you choose to self-exclude, we will use all reasonable efforts to ensure that we comply with your self-exclusion.

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However, by agreeing to self-exclusion, you agree that you have an obligation not to seek to circumvent the exclusion. Accordingly, the Operator has no responsibility or liability for any consequential consequences or losses that you cause, suffer or may suffer if you start or continue to play through additional online accounts where you have changed any of your registration details or if provide inaccurate, incomplete details or if you attempt to circumvent the agreed upon opt-out. Any self-exclusion, exclusion or any similar action will be valid on all sites operated by the company.

7. SPECIAL CONDITIONS

7.1. GENERAL

7.1.1. All games offered on the website may have specific or additional rules and conditions. The rules related to this page are an integral part of these Terms and Conditions. You are deemed to have accepted the special rules when you click the "CREATE ACCOUNT" button on this page.

7.2. CASINO

7.2.1 . The products available in the Operator's Casino are provided by economic operators who hold Class II licenses in Romania. The operator will remain liable for disputes related to the game, in accordance with the applicable law in Romania.

7.2.2. All casino rules can be found in the Casino Section by clicking on each game.

7.3. MY NUMBER

7.3.1. The operator offers a product called My Number, which allows customers to bet on the results of lotteries organized by gambling operators.

8. ANTI MONEY LAUNDERING REPORT

8.1. Any suspicious activity related to any of the Games provided on the Sites must be reported immediately to the Operator.

8.2. In order to carry out any transaction, the Operator may carry out any verification checks that may be requested by the Company or by third parties (including, but not limited to, regulatory bodies) to confirm the legal ownership and origin of the money involved, the identity of the applicant and compliance with existing anti-money laundering provisions.

8.3. The operator will report any suspicious transaction to the relevant competent authorities in Malta.

The Operator reserves the right to block, close or suspend a user account and withhold funds, if requested, in accordance with the Law on the Prevention of Money Laundering.

9. INTELLECTUAL PROPERTY

9.1. The operator and its affiliates own the rights to all available software, user interfaces and graphical features. They are protected by copyright laws and you may use the Sites for your personal use in accordance with the Company's Terms and Conditions and applicable laws.

9.2. You will need the prior approval of the operator to, in any way, except for private use, display or use the trademarks, service marks, trade names and/or accompanying logos, alone or in combination with any text, of the site of or a subsidiary or affiliate of or a company belonging to the

same group of companies as or ultimate majority shareholders of any software covered by these Terms and Conditions.

9.3. Other product and service names displayed or referenced on any of the Sites may be trademarks and service marks of their respective companies and the exclusive property of such owners. Without the written consent of the owners and / and holders of the brand and service marks may not be used publicly.

9.4. Animations, avatars, images, wallpapers, other graphics, photos, video and audio clips, button icons, streaming data, downloadable materials, data compilations and software accessible from the licensed, operated or controlled websites of the operator is the proprietary information and valuable intellectual property of the Company or any party responsible for providing the materials. The Company owns all rights and interests in the above-mentioned materials.

9.5. The Materials 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.

10. PRIVACY POLICY

10.1. You hereby acknowledge and agree that it is necessary for the Operator to collect and otherwise use your personal data to enable you to access and use the Site and participate in the Games.

10.2. The Operator acknowledges that in collecting your personal details, as mentioned in the previous provisions, it is bound by the Data Protection Act, Chapter 440 of the Laws of Malta. The Company will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.

10.3. The Operator will use your personal data to enable you to participate in the Games and perform operations relevant to your participation in the Games. We may also inform you about changes, new services and promotions that we find interesting. If you do not want to receive direct marketing data, you can opt out of this service by contacting our customer service or by adjusting your settings.

10.4. Your personal data will not be disclosed to third parties, unless such disclosure is necessary to process your requests in connection with your participation in the Games or if required by law. In cases where the operator's suppliers or business partners are responsible for certain parts of the overall function of the software, your personal data may be disclosed to them.

10.5. Operator employees and partners responsible for your service and support have access to your personal data for the purpose of performing their tasks. You consent to such disclosures. The operator is obliged to provide information to regulatory authorities upon request for such information by these authorities.

10.6. You have the right to access the personal data held by the Operator about you. We will not destroy any personal data unless required by law or the information is no longer necessary to keep it for the relevant purpose.

10.7. In order to provide you with an efficient service, the Operator may share your data with service providers that may be located in various parts of the world, but only for the specified purposes.

10.8. In processing the account and related transactions, the Operator may call on rating agencies, fraud detection agencies or anti-money laundering agencies. You consent to such disclosures.

10.9. To make your visit to the website more user-friendly, to track website visits and to improve the service, the Operator collects a small piece of information sent from your browser, called a cookie.

MOZZARTBET MALTA Limited

Registration number: C83980/2017

Address: Soho Office, Punchbowl Centre, Office 2D, str. Elia Zammit, St. Julians STJ3154, Malta

You can, if you wish, disable the collection of cookies (please consult your browser's instructions to do so). You should note, however, that disabling cookies may restrict your use of the Sites.

10.10. Notwithstanding the above, the Operator may publish details of specific winnings of individual players on the Sites and from time to time on other Websites. Such publications will include the relevant player's username and amount won and you hereby consent to and approve such publications on the Sites.

10.11. The website privacy policy can be found here

11. COMPLAINTS

11.1. If you have a complaint, you can contact our customer service, as indicated on the company website, at secretariat@mozzartbet.ro. You can also submit a complaint to the National Gambling Office of Romania, located in Romania, Bucharest, Sector 3, Calea Victoriei 9, telephone: +40 31.225.62.02 / +40 31.225.62.00, e-mail office@onjn.gov.ro.

11.2 The Operator will make every effort to resolve a reported problem within 14 days. If you do not agree with the Company's final decision, you have the right to make a complaint on all relevant facts to the National Gambling Office or to the competent Court.

12. LIMITATION OF LIABILITY

12.1. Access the Website and participate in the Games at your own risk. The Sites and Games are provided without warranty of any kind, whether express or implied.

12.2. Without prejudice to the previous provision, the Operator, directors, employees, partners, service providers:

- does not guarantee that the software and / or the Website are suitable for their purpose;
- does not guarantee that the Software and / or the Website are free from errors;
- does not guarantee that the sites and / or games will be accessible without interruption;
- will not be liable for any loss, cost, expense or damage, whether direct, indirect, special, consequential, incidental or otherwise, arising in connection with your use of the software or your participation in the Games.

12.3. You hereby agree to indemnify and hold harmless the Operator from any costs, expenses, losses, damages, claims and liabilities caused by your improper use of the Software or your illegal participation in the Games.

12.4. TO THE EXTENT PERMITTED BY LAW, YOUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SOFTWARE, REGARDLESS OF THE CAUSE OF ACTION (whether in tort, tort, breach of warranty or otherwise) shall not exceed €100.

13 . VIOLATIONS, PENALTIES AND TERMINATION

13.1. If you violate any provision of these Terms and Conditions, or if the Operator has reasonable grounds to suspect that you have done so, the Company reserves the right not to open, suspend or terminate your user account, withholding the money from your account. by User (including deposits) and apply such funds to any damages owed by you in connection therewith.

13.2. The Operator reserves the right to freeze or close the user account or cancel bets in its absolute discretion if the Company suspects that you have violated this agreement, have problems with creditors, engage in illegal or fraudulent activities when using any between sites, using the rewards program or in other ways to the detriment of our business.

13.3. You acknowledge that the Company will be the final arbiter if you have violated the Company's rules, terms or conditions in a manner that results in suspension or permanent ban from our Site.

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14. SEVERABILITY

14.1. If any provision of these Terms and Conditions is held to be unlawful or unenforceable, that provision is severed from these Terms and Conditions and all other provisions shall remain in effect unaffected by such termination.

15. MISSION

15.1. Operator reserves the right to legally assign or transfer this Agreement. You will not assign or otherwise transfer this Agreement.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and Conditions are governed by the Laws of Romania and the parties submit to Romanian jurisdiction.

17. FIXED ODDS BETTING

17.1. The following territories are restricted: Afghanistan, American Samoa, Angola, Aruba, Australia, Belgium, Bulgaria, Curacao, Czech Republic, Estonia, France (Metropolitan and overseas), French Guiana,

French Polynesia, French Southern and Antarctic Lands, Gibraltar, Guam, Guernsey, Hong Kong SAR, Hungary, Iran, Isle of Man, Israel, Italy, Jersey, Lebanon, Macau, Martinique, Mayotte, Northern Mariana Islands, North Korea, Netherlands Antilles, New Caledonia, Philippines, Portugal, Puerto Rico, Reunion, Russia, Saint Barthelemy, Saint-Maritn, Singapore, Sint Maarten, St. Pierre and Miquelon, Spain, Syria, Taiwan, Turkey, Ukraine, United States, US Minor Islands, Virgin Islands, Wallis and Futuna and Yemen.

17.2. All fixed odds betting rules can be found [here](#).

Mozzartbet Malta Limited,

An authorized representative