Registration number: C83980/2017

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

#### **TERMS AND CONDITIONS**

#### 1. GENERAL PROVISIONS

- 1.1. The website www.mozzartbet.ro (the "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 its registered address at Soho Office, Punchbowl Centre, Office 2D, str. Elia Zammit, St. Julians STJ3154, Malta (the "Operator" or "Company").
- 1.2. The operator holds a Class 1 license for conducting remote fixed-odds gambling and remote casino games, issued by the National Office for Gambling, with the number L1203414W001173, valid as of 01.02.2020.

In Romania, the operator's activity is monitored by the National Office of Gambling and is carried out in accordance with the provisions of GEO 77/2009 on the organization and operation of gambling and the Methodological Norms for the implementation of GEO 77/2009, as approved by Government Decision 111/2016.

- 1.3. Participation 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 the 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 / My Number) and fixed-odds bets on events that are generated by an independent system (virtual bets). 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 licensed to the Operator.
- 1.6. These Terms and Conditions set out the entire agreement between you and the Operator as the 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 the Company with respect to the Software.
- 1.7. These Terms and Conditions constitute a binding agreement between you and the Operator and come into force immediately upon your acceptance of 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 Gambling Software (desktop or mobile) owned, operated or licensed by the Company, you indicate that you agree to these Terms and Conditions.
- 1.8. You must read these Terms and Conditions carefully before checking the "ACCEPT" box. If you do not agree to 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 amend 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 with the updated Terms and Conditions, you must stop using the Software. Use of the Website after the display of the amended version will be equivalent to unconditional acceptance of them.

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1.10. The rules and explanations regarding the Games and Sports Betting are provided in separate links on the websites, 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 the purposes of information and ease of access by players. Only the Romanian language version is the legal basis of the relationship between you and the Operator, and in the event of any discrepancies between a non-English version and the English language version of these Terms and Conditions, the Romanian language version shall prevail.
- 1.12. The bold headings used in these Terms and Conditions are 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 register personally with the Operator and open an account ("User Account"), "User Account" is assigned the same meaning as "Player Account."
- 2.1.2. Do you have MUST saddle Open and / or saddle use one only user account . If try saddle Open and / or saddle use may many user accounts , all the accounts you are trying to open them and / or to use them can be blocked or closed , applying accordingly the provisions of art. 2.1.7 of May down regarding " Accounts duplicate ".

In this meaning , will be considered " Accounts duplicate " and they will apply appropriately the provisions of art. 2.1.7 of May down , whatever Auditors for which it is identified element common , such as: address postal /IP, email address , phone number , anything environment where are they used in common computers ( e.g. workplaces , libraries public , etc.), computer ( or other access device ), as well as any other element common , including by reporting to activity and / or transactions , based on to whom it is possible concluded reasonably that SUCH accounts were open and / or used by the same person / same group of people .

If Note that you have may many user accounts , to example , under different name , must saddle announce immediate The operator .

- 2.1.3. A request to open a user account is made by personally completing the registration form and submitting it to the Operator via any of the websites. You must enter all mandatory information requested in your registration form, in particular, your identity (citizenship, name, surname, 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 in your own, correct name. Only one account can be opened per customer.
- 2.1.5. After registering the account, you must provide identification documents to the Operator confirming all the information provided during registration. The Operator has the right to request any documents to prove your identity, source of funds, payment methods. You are allowed to deposit a maximum of 200 Euro (950 Lei) until your account is confirmed by the Operator; however, withdrawal is not allowed until the verification process is completed.

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- 2.1.6. If the Operator cannot complete the KYC process within 30 days of the first deposit of funds into your account, the account will be blocked and its balance will be retained and transferred to the Romanian state budget.
- 2.1.7. If the Operator suspects reasonably oPENING and / or use by any from Players of an Account duplicate , any Account duplicate that you opened and / or used thus can be closed immediately by us and:
- a. all transactions carried out from any from accounts duplicates will be cancelled;
- b. all bets or deposits made using any from Duplicate accounts will be cancelled; and
- c. any refunds, winnings or bonuses you have earned or accrued during the period in which any from Duplicate accounts have been active will be lost by you.
- In case of withdrawals that do not reach you BELONGING from duplicate accounts , these funds paid in error will be returned to us upon request or , after case , the funds in the Accounts duplicate will be retained by the Operator until Take competition sums related withdrawals unfounded / illegal . any amounts remained in accounts duplicate closed will be retained by the Operator in view transfer to the State Budget of Romania , in compliance with the provisions legal .
- 2.1.8. Minors (persons under 18 years of age or considered minors in accordance with the rules of the competent jurisdiction of their residence, even if over 18 years of age), are not allowed to register a user account.

If the Operator cannot confirm your legal age, then your player account may be suspended. If it is proven 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 stake for bets placed while you were a minor was 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 accurate 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 for logging into 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 sole discretion. However, all funds in your Account will be returned and all contractual obligations already made will be honored.
- 2.1.12. If at the time of registration a person is included in a register/database of self-excluded and undesirable persons, the account registration will be refused. Also, if such a person holds a gaming account (which was registered prior to inclusion in such a register/database), the gaming account will be restricted for the duration and in accordance with the instructions communicated by the relevant authorities.
- 2.1.13. In any situation where it is necessary for the Operator to carry out verification procedures, either in the context of the initial procedures for verifying the client's identity/data provided upon registration, or within the framework of any additional verification procedures, including from the perspective of legislation on preventing and combating money laundering and terrorist financing,

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the documents requested to carry out the necessary verifications may include, but are not limited to:

- a) clear, color and complete photo of a valid identity document;
- b) selfie photos with the ID or bank card (covering the central digits of the card number and the CVV code) in hand or next to the phone/device from which the game account can be accessed;
- c) bank statements or other documents from the institution issuing the payment method showing the identity of its holder, including proof of card closure, if applicable;
- d) a picture of the card (or cards, if applicable), including all 4 corners and all visible data on it, except for the CVV/CVC code and the central digits of the card number, leaving only the first 6 and last 4 digits visible;
- e) utility bills or other document proving address (e.g. criminal record), issued in the name of the gaming account holder within the last 3 months;
- f) proof of name change (marriage certificates, divorce certificates, court decisions in this regard);
- g) any other document relevant to the verification process that may be requested from the Player via email or other communication methods.

The documents provided during the verification procedures must be authentic, real, easily decipherable and there must be no doubt that they have been altered, modified, or falsified.

The Organizer may also carry out verifications via a telephone call or video call, including for the purpose of verifying whether participation in the game is carried out in one's own name and not on behalf of a third party. Through this verification method, the Organizer may ask users certain relevant questions regarding the identification data provided, as well as details regarding the game account and the activity carried out in the account.

# 2.2. DEPOSITS IN THE USER ACCOUNT

- 2.2.1. You may only participate in any game if you have sufficient funds available in your account to wager for such participation. The Operator will not provide you with any credit for participation in any game.
- 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 come 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 in the currency chosen upon registration. The 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 at the time of withdrawal from the Deposit Account. Please note that any exchange fees are paid by you and that the currencies accepted 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 be changed from time to time.
- 2.2.15. You are not allowed to 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.

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2.2.16. The Operator may charge fees for processing deposits. Their value may change over time, and the current fee structure 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 over time.

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 earn any interest on the amounts deposited and funds deposited into your Account must be used for bona fide transactions, strictly for the purpose of carrying out 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 deposit methods mentioned there, subject to any changes from time to time.
- 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 conversion and international transaction fees charged by your bank.

#### 2.3. WITHDRAWALS FROM THE USER ACCOUNT

- 2.3.1. You may withdraw any amount from 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 a bonus. Withdrawal of the "Cash" balance is not possible if the deposit is made using a bonus. Support may remove the bonus and winnings if you wish to withdraw your deposit.
- 2.3.2. Please note that the Operator's products are consumed instantly upon play. Therefore, the Company cannot offer refunds, cancellation of services or return of goods in relation to the game. When you play a real money game, the money will be automatically withdrawn from your user account.
- 2.3.3 The Operator does not accept withdrawal requests made by phone or email. Withdrawal announcements can only be made via the Company's website.
- 2.3.4 Withdrawals will only be accepted if the amount is available in your account. First, you must cancel all outstanding bets to release your user account balance or withdraw funds.
- 2.3.5 You may use such credit cards and other financial instruments that are valid and legally owned by you in connection with the withdrawal of funds from the Account.
- 2.3.6 Withdrawals from a player account are made by payments to the account holder or transferred to a bank account held in the account holder's name, as advised by the account holder. Whenever it is possible to identify the payment method from which the winning 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 the processing time and fee structures for withdrawals in relation to the method used are available on the "Payment Options" page and may be changed from time to time. Furthermore, once a client's documents are received by us and verified, the Operator will process your withdrawal within 5 business days.
- 2.3.8 In all cases , any SUBMISSION must played at least once (1x) on the gaming platform .
- 2.3.9 The Operator reserves the right to conduct due diligence on withdrawals of funds not used for betting and to review your behavior on the site and use of games through inappropriate gaming behavior. In case of reasonable suspicions that the account has been used for illegal or inappropriate purposes, the Company reserves the right to extend the investigation for a period of 10 days, which may be extended by an additional 5 days, if the investigation requires verification by the software

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provider 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 for transfer to the state budget the funds of players who do not complete the identity verification procedure or who engage in fraudulent behavior, violating the provisions of these T&Cs, the game regulations or the law.
- 2.3.11 If, by mistake, the Operator transfers to your account winnings that do not belong to you, whether as a result of a 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 by mistake will constitute a debt to the Operator. You are obliged to immediately report any incident of incorrect crediting to the Operator, such reports should be made by e-mail.
- 2.3.12 The Operator will perform additional verification procedures for any cumulative transactions of 2000 Euro (deposits and withdrawals) and further reserves the right to perform these verification procedures in the case of 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 that you previously used to deposit, unless the account is no longer valid or the payment method does not allow receiving money. In this case, the Operator has the right to request any documentation for prior verification of the new payment method. The funds available in your account can be transferred to heirs only on the basis of supporting documentation attesting to their status.
- 2.3.14. Winnings 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 DORMANT USER ACCOUNTS

- 2.4.1. An inactive account is an account on which no gambling transactions are made within 12 months, which has a positive monetary balance.
- 2.4.2. Accounts that have no login or gambling activity 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 on 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 been previously verified on your account, a notification will be sent by e-mail, informing you that you have the right to verify a new payment method within 12 months. If the Operator is unable to verify the new payment method within 12 months, following your failure to submit the relevant documents, the remaining account balance 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 or/and if you cannot be satisfactorily located, the Operator, in accordance with applicable law, will close your account and transfer the remaining balance of your account to you or to the competent authorities.
- 2.4.5. Account holders who wish to recover funds held in a closed, blocked or excluded account are advised to contact customer support.

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# 2.5. INTERRUPTION OF ACCESS TO THE GAME/SUSPENSION/CLOSURE OF THE ACCOUNT BY THE USER. CLOSURE OF THE GAME ACCOUNT/OTHER MEASURES ADOPTED BY THE OPERATOR

- 2.5.1. The operator make available USERS the following facilities , without the need for OVERVIEW ANY reason by user in EVENT their request :
- 1) Interruption access to the game;
- 2) Suspension game account;
- 3) Closing game account per period undetermined.
  - 2.5.1.1. If WANT Switches access to the game / suspension game account , you can do this work directly from the game account , selecting period for which you want saddle produce effects .
  - 2.5.2. If WANT saddle yourself close account , you can do this WORK in any time, by contacting help desk for customers by e-mail, to the address secretariat@mozzartbet.ro. Prior to transmission request to close the game account , the user is obliged to request withdrawal to everyone fund available in the game account . The bets unresolved at the closing date contour will be validated at odds of 1 ( will be cancelled ).
  - 2.5.1.3. If is case, game account will could be reopened upon request user.
- 2.5.2. The Operator reserves the right to close your user account for reasons not attributable to you and to return the balance available in the account to you, subject to the deduction of relevant taxes. In this case, the Company will return the funds available in your user account to you within 10 business days. In the event that 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 business days, at the email address provided upon registration, that he may request the return of the funds within one year. If the user does not express his option to return the funds due within one year or does not indicate or provide proof of holding another valid payment account, the Company will remit the balance from that account to the Romanian state budget, no later than the 25th of the month following the month in which the funds were withheld.
- 2.5.3. If the Operator reasonably suspects that you have violated the law, the Terms and Conditions or the game regulations or reasonably suspects that you have attempted to create fraud towards the Company, the Operator has the right to impose a betting limit on your account or cancel all bets, close the account, withhold the balance of the user account and transfer it to the state budget.
- 2.5.4. The Organizer has the right to debit the account with priority 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:

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3.1.1. You are over 18 years of age or the minimum legal age as provided for in 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;

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, 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, Caribbean Netherlands, France, Hungary, Italy, Spain, Turkey, the United Kingdom, the 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 the Virgin Islands;
- 3.1.4. Participate in Games and Betting solely for entertainment and/or recreational purposes and strictly in your own personal, non-professional capacity;
- 3.1.5. You participate in the Games in your own name and not on behalf of any other person;
- 3.1.6. All information you provide to the Operator during the validity period of this agreement is true, complete and correct and that you will immediately inform the Company of any change to such information;
- 3.1.7. All money you deposit into your User Account is not affected by any illegality and, in particular, does not come 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 other illegal activity in connection with your or 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 robots and/or programmed devices in the game. The Operator hereby reserves the right to void bets in the event of such behavior;
- 3.1.10. Games played on our website should be played in the same manner as games played in any other setting. This means that players should be polite to each other and avoid rude or obscene comments;
- 3.1.11. that you are not included in any register or database of self-excluded and undesirable persons and that you will not intentionally/in bad faith seek to circumvent the effects of registration/inclusion in such a register/database.

## 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 facility, which is moderated by us and subject to controls. We reserve the right to review the chat and to keep a record of all statements made on such a 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;

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

- 4.1.3. You must not make statements that advertise, promote or refer to other online entities.
- 4.1.4. You must not make any statements regarding the Operator or any other websites connected to the Operator that are false and/or harmful and/or that are detrimental to the Operator.
- 4.1.5. Do not confront each other through chat rooms or separate chat . Any suspicious chats will be reported to the competent authority.
- 4.2. If you breach any of the above provisions relating to chat, the Operator shall have the right to remove the chat room or close your user account immediately. Upon such termination, the Operator shall 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 shall report 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 bet partially or fully void if the Company clearly considers 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 associates directly or indirectly evade the Company's rules;
- the outcome of an event was directly or indirectly affected by 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 is not liable for damages or losses considered or alleged to have arisen from or in connection with any software or its content if they 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, improper use of the site or its content or any errors or omissions in the content.
- 5.3. The Operator is not responsible for any server outages, downtime, delays or any technical disruptions to the game. Refunds may be granted 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 players' balances and account details to correct these errors.
- 5.5. If the player becomes aware of possible errors or imperfections in the software, bonus or 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 fails due to a system failure, the Operator shall make all reasonable efforts to ensure the possibility of resuming the game or, if this is not possible, 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 a credit accumulated at the time the game was failed, credit the User's Account with the monetary value of the credit or, if the account no longer exists, pay it to 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 incorrect behavior affecting payment, game data or other balances, which may be due to a misconfiguration or technical error, will be canceled and removed from the site. Player balances and account details may be changed in such cases to correct any errors. Information

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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 manipulation of any game and/or software. Criminal charges will be brought against any user or any other person who has manipulated 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, preventing gambling addiction and be guided to professional help on the website under the "Responsible Gaming" heading and relevant pages of the website or by clicking here
- 6.2. Our software is designed for entertainment purposes. If you believe that you have or may have a habitual or compulsive gambling problem, we advise you to avoid gambling on all Company websites, any other gambling activities and to 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 governed by these Terms and Conditions.

## **6.3. LIMITS**

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

- limiting bets within a period of time;
- limiting losses over a period of time;
- limits on your session time.

If you exceed the limits in force, you will be prevented from placing further bets or depositing into your account. If you reach the session time, your session will be interrupted.

6.3.2. You may change or remove limits at any time. A decrease in limits will take effect immediately. If you wish to increase or remove limits, this will take effect seven (7) days after your written request.

#### 6.4. SELF-EXCLUSION

- 6.4.1. Self-exclusion is a protective measure for the user against gambling addiction or the risk of developing such an addiction. Self-exclusion may be requested by the user only if, following self-testing, risks of developing gambling addiction or compulsive gambling have been identified or there are indications of compulsive gambling .
- 6.4.2. To self-exclude yourself, you must send an email to Customer Support at secretariat@mozzartbet.ro. Your email must indicate the following information: the subject of the email must include "Self-exclusion" and the message must state "I want to be self-excluded from the operator's sites".
- 6.4.3. If you opt for self-exclusion in the manners mentioned above, you will not be able to change this decision, as the request has permanent effects. Self-exclusion will be valid on all sites operated by the company.
- 6.4.4. Requests that do not include "Self-Exclusion" in the email subject line or do not specify the reason for their request will be processed by the Operator in accordance with the provisions of section 2.5.1 of these Terms and Conditions.

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6.4.5. Within two days of receiving the completed self-exclusion notification, 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, managed by the Operator, which may be made available to the control bodies by the operator/authorized representative, upon request. You will only be able to request removal from this register after a period of 6 months has elapsed since the data was entered in that register, but the Operator will only be able to process this request if you are not registered in the national database, as provided for in art. 6.4.6 below.

6.4.6 The Operator encourages you to consider extending self-exclusion to other remote gambling operators currently used by you. In this regard, if you wish to benefit from increased protection against gambling addiction, you can request ONJN to register in the national database on self-excluded/undesirable persons. For this registration, it will be necessary to send the following to ONJN: self-exclusion form (signed in handwriting), GDPR form agreement (signed in handwriting), copy of the identity document. The application and model agreement can be downloaded by accessing the link https://onjn.gov.ro/relatii-publice/joc-responsabil/. Alternatively, these documents can also be sent to the Operator's headquarters, but the application and model agreement must be sent in original to our headquarters in order to be processed by the Operator. If you have opted to register in the national database, you will not be able to participate in any category of gambling offered by other organizers in Romania. To be deleted from this national database, you must contact ONJN or the authority that administers this database.

- 6.4.7. The Operator will send you by email the options for counseling and treatment of pathological gambling addiction in a treatment center. The Operator will not send you promotional or other marketing information.
- 6.4.8. By submitting your self-exclusion request, you agree to provide complete and accurate personal data so that your access/use of the website and software can be permanently blocked. Although the Operator will make all reasonable efforts to ensure that self-exclusion is properly implemented, you are under an obligation not to seek to circumvent the exclusion . Accordingly, the Operator has no responsibility or liability for any consequences or subsequent losses that would be caused, suffered or may be suffered if you start or continue to play, for example, through additional online accounts, if you have changed any of your registration details or if you provide inaccurate, incomplete details or if you attempt to circumvent the agreed self-exclusion.

#### 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 linked to this page are an integral part of these Terms and Conditions. You are deemed to have accepted the special rules when you click on 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 holding Class II licenses in Romania. The Operator shall remain liable for disputes relating 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.

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#### 7.3. MY NUMBER

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

## 8. ANTI-MONEY LAUNDERING REPORTING

- 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 provisions on combating money laundering.
- 8.3. The Operator will report any suspicious transactions to the relevant competent authorities in Malta.

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

#### 9. INTELLECTUAL PROPERTY

- 9.1. The Operator and its affiliated companies own the rights to all software, user interfaces and graphical features available. These are protected by copyright laws and you may use the sites for personal use in accordance with the Terms and Conditions stipulated by the company 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 any trademarks, service marks, trade names or/and accompanying logos, alone or in combination with any text, of the site or of a subsidiary or affiliated company of or a company belonging to the same group of companies as or of the ultimate majority shareholders of any software governed by these Terms and Conditions.
- 9.3. Other product and service names displayed or referred to on any of the Sites may be trademarks and service marks of their respective companies and are the exclusive property of such owners. No public use of such trademarks and service marks may be made without the written consent of the owners and/or holders of such trademarks and service marks.
- 9.4. Animations, avatars, images, backgrounds, other graphics, photographs, video and audio clips, button icons, streaming data, downloadable materials, data compilations and software, accessible from the websites licensed, operated or controlled by the operator are 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 aforementioned 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

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- 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 website and participate in the Games.
- 10.2. The Operator acknowledges that in collecting your personal details as referred to in the foregoing 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 to perform operations relevant to your participation in the Games. We may also inform you about changes, new services and promotions that we consider interesting. If you do not wish to receive direct marketing data, you can opt out of this service by contacting our customer service or adjusting your settings.
- 10.4. Your personal data will not be disclosed to third parties, unless such disclosure is necessary for the processing of 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 functionality of the software, your personal data may be disclosed to them.
- 10.5. The Operator's employees and partners responsible for your service and support have access to your personal data for the purpose of performing their tasks. You agree to such disclosures. The Operator is obliged to provide information to regulatory authorities upon request of 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 be kept for the relevant purpose.
- 10.7. In order to provide you with an efficient service, the Operator may share your data with service providers who may be located in various parts of the world, but only for the specified purposes.
- 10.8. In processing your account and related transactions, the Operator may use credit rating agencies, fraud detection agencies or anti-money laundering agencies. You agree to such disclosures.
- 10.9. In order to make your visit to the website easier to use, to track visits to the website and to improve the service, the Operator collects a small piece of information sent from your browser, called a cookie. You can, if you wish, disable the collection of cookies (please refer to your browser's instructions to do this). You should note, however, that disabling cookies may restrict your use of the websites.
- 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 username of the relevant player and the 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's website, at secretariat@mozzartbet.ro. You can also file a complaint with the National Office of Gambling in Romania, located in Romania, Bucharest, Sector 3, Calea Victoriei 9, phone: +40 31.225.62.02 / +40 31.225.62.00, e-mail office@onjn.gov.ro.

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11.2 The Operator will make every effort to resolve a reported issue within 14 days. If you disagree with the Company's final decision, you have the right to file a complaint regarding all relevant facts with the National Gambling Office or the competent Court.

#### 12. LIMITATION OF LIABILITY

- 12.1. You access the Website and participate in the Games at your own risk. The Websites and Games are provided without any warranty, whether express or implied.
- 12.2. Without prejudice to the preceding provision, the Operator, directors, employees, partners, service providers:
- does not guarantee that the software and /or the Website are fit 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 losses, costs, expenses or damages, 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 the Operator harmless from and against any costs, expenses, losses, damages, claims and liabilities caused by your improper use of the software or illegal participation in the Games.
- 12.4. To the extent permitted by law, the 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 breach 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 close your user account, withholding the funds from your user account (including deposits) and applying such funds to any damages owed by you in this regard.
- 13.2. The Operator reserves the right to freeze or close the User Account or cancel bets at its absolute discretion if the Company suspects that you have violated this Agreement, have problems with creditors, are engaging in illegal or fraudulent activities when using any of the Sites, using the Rewards Program or in other ways to the detriment of our business.
- 13.3 . For the avoidance of doubt, without prejudice to any other provisions of these Terms and Conditions which grant the Operator the right to suspend/close the game account, the Company reserves the right to suspend/close the game account in any of the following situations:
  - i) Violation by Mood player legal;
  - **ii)** Violation by Player A ANY regulations / policies / rules of conduct that constitute part integral part of the present Terms and conditions ;
  - iii) Use services / attempt to use services offered by the Operator by a person who is not eligible, according to provisions THESE TIME and conditions saddle ISI create a User Account;
  - iv) opening and / or use SOME Auditors duplicate;
  - v) Providing information invalid / inappropriate or refusal to offer information by Operator within the registration process or anytime within the Know Your Customer (KYC) verification process;
  - vi) The player resides in a jurisdiction where the use services operator is forbidden by law or which represents a territory restricted in accordance with these Terms and conditions;
  - vii) player allow (intentionally) or negligence) as a third party person saddle use account or by user;

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- viii) player use payment methods fraudulently or abusive;
- ix) The player, through activity him, try saddle GET BENEFITS Wrongful using various methods fraudulent, including actions that have no justification in EAEC What looks purpose participation in the game;
- x) User uses the Website , the services , or account by user in other purposes than the one for whom it was creator and registered ;
- xi) Any other situation CONSISTING in fraud or attempted fraud against the Operator by one from the following actions, put in practice individually by Player or in an organized manner together with others people, but without being limited to:
  - a) manipulation / attempted manipulation of the Operator 's security measures;
  - use of software (including software equipped with intelligence artificial) or any other product that aims to alter / influence module in which it is carried out betting activity, including use of betting automation software programs;
  - c) any other type of **behavior abusive** , including **abuse in related to bonuses** , which includes, but is not limited to the following actions :
    - use fund REAL for risky bets reduced;
    - oPENING may SEVERAL user accounts for A obtain may many bonuses;
    - use only amounts from the bonus balance to register bets;
    - betting from the bonus balance in time what are they withdrawing all deposits minimums that allowed access to promotions / bonus offers;
    - change significant change in the pattern of play Player 's usual, including growth BALANCE followed by the change significant change in the pattern of play (type bet , type game, betting structure);
    - placing bets CONFLICTING to fulfill driving conditions;
    - any other actions that determine suspicions reasonable that a Player has involved or tried to get involved in ACTIVITY fraudulent, illegal, illicit, or POOR in time USE services The operator, including, but not limited to without being limited to, involving in any from activity provided in present article or in any other action designed saddle alter participation in the game, likely to cause harm operator and / or to obtain a guaranteed profit.
- 13.4. For the avoidance of doubt, in all cases provided for in Article 13.3, the Operator may also take the following measures individually or simultaneously:
  - (i) termination of any other agreement concluded with the Player;
  - (ii) immediate blocking of access to the account and/or other services offered by the Operator;
  - (iii) withholding amounts from the account, until Take competition amounts that constitute a debt towards / to the Operator;
  - (iv) imposing a betting limit on the gaming account;
  - (v) cancellation of bets, including winnings generated by cancelled bets;
  - (vi) cancellation of other transactions from the User account;
  - (vii) cancellation of bonuses and any winnings generated by cancelled bonuses;
  - (viii) withholding the funds remaining in the account in order to transfer them to the State Budget;
  - (ix) other measures provided for by applicable legislation.
- 13. 5. You acknowledge that the Company will be the final deciding factor if you have violated the Company's rules, terms or conditions in a way that results in suspension or permanent ban from participation in our site.

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## 14. SEVERABILITY

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

## 15. MISSION

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

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-Martin, Singapore, Sint Maarten, St. Pierre and Miquelon, Spain, Syria, Taiwan, Turkey, Ukraine, United States, United States Minor Outlying Islands, Virgin Islands, Wallis and Futuna, and Yemen.

17.2. All fixed odds betting rules can be found here.

## Mozzartbet Malta Limited,

Through authorized representative