# **TERMS AND CONDITIONS**

Effective from: 25.05.2018

Last updated: 11.04.2024

### **1. GENERAL**

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

1.2 These Terms and Conditions (T&C) apply to the usage of a Software Kingbillycasino.com ("Casino") through related enabling internet, mobile or other platforms by You ("You" or "Player").

1.3 These T&C constitute a binding agreement between You and Casino.

1.4 By using and/or visiting any section of the website Kingbillycasino.com; or by opening an account on the website You agree to be bound by: Terms and Conditions; Privacy Policy; Responsible Gaming, FAQ, Any game rules; Bonus Terms and Conditions, special campaigns and tournaments ran on the website.

1.5 These T&C come into force as soon as You tick the "I accept the Terms and Conditions and Privacy Policy" button. By doing so, You agree to be bound by these T&C and accept them.

1.6 The website www.kingbillycasino.com ("Casino", "Website", "Company", "We", "Us", "Our") is owned and operated by Dama N.V., a company registered and established under the laws of Curaçao, with registration number 152125 and registered address at Scharlooweg 39, Willemstad, Curaçao, and its wholly-owned subsidiary, Friolion Limited, registered in Cyprus with registration number HE 419102 and registered address Leandrou, 12A 3086, Limassol, Cyprus. Dama N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-013).

1.7 Dama N.V. is officially registered by the Government of Curaçao as an Information Provider legally authorised to conduct online gaming operations from Curaçao. Remote gaming licensing and supervision is provided by Antillephone N.V.

1.7.1 It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction for online gambling.

### 2. CHANGES TO TERMS AND CONDITIONS

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

2.2 Casino reserves the right to modify and/or amend this Agreement at any time, with or without prior notice.

2.3 You fully understand and agree to be bound by the terms and conditions contained herein and as they may be amended by Us due to some changes in Casino.

### 3. WHO CAN PLAY

3.1 The Casino accepts players only from those countries and geographic regions where online gambling is allowed by law. It is the player's sole responsibility to inquire about the existing gambling laws and regulations of the given jurisdiction before placing bets on the website.

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

3.3 If we are unable to confirm that You are of the Legal Age, we may suspend Your account. If You are proven to have been underage at the time You made any gambling or gaming transactions, Your account will be closed, all transactions or bets void. Any winnings, accrued during such time will be forfeited, and You will return to us any funds, withdrawn from Your account.

3.4 It is entirely and solely Your responsibility to enquire and ensure that You do not breach laws applicable to You by participating in the games. Depositing real funds and playing for real money is subject to the laws of Your country, and it is Your sole responsibility to abide by Your native regulations.

3.5 The Company reserves the right to ask for the proof of age from the player and limit access to the Website or suspend the Player Account to those players who fail to meet this requirement.

3.6 Users from the following countries ("Restricted Countries") are not allowed to deposit and play real money games: Afghanistan, Albania, Algeria, American Samoa, Andorra, Angola, Anguilla, Antarctica, Antigua and Barbuda, Armenia, Aruba, Azerbaijan, Bahamas, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bhutan, Bolivia, Bonaire, Bosnia and Herzegovina, Botswana, Bouvet Island, British Indian Ocean Territory, Brunei Darussalam, Bulgaria, Burkina Faso, Burundi, Cabo Verde, Cambodia, Cameroon, Cayman Islands, Central African Republic, Chad, China, Christmas Island, Cocos (Keeling) Islands, Colombia, Comoros, Congo Democratic Republic of the Congo, Cook Islands, Costa Rica, Croatia, Cuba, Curaçao, Czechia, Côte d'Ivoire, Djibouti, Dominica, Dominican Republic, Dutch West Indies, Egypt, El Salvador, Equatorial Guinea, Eritrea, Estonia, Eswatini, Ethiopia, Falkland Islands (Malvinas), Faroe Islands, Fiji, Finland, France and its overseas territories (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, St. Pierre and Miguelon, St. Barthélemy, French Polynesia, Wallis and Futuna, New Caledonia), Gabon, Gambia, Georgia, Ghana, Gibraltar, Greece, Greenland, Grenada, Guam, Guatemala, Guernsey, Guinea, Guinea-Bissau, Guyana, Haiti, Heard Island and McDonald Islands, Holy See (Vatican City State), Honduras, Hong Kong, Hungary, Indonesia, Iran, Irag, Isle of Man, Israel, Jamaica, Jersey, Kenya, Kiribati, Kyrgyzstan, Lao People's Democratic Republic, Latvia, Lebanon, Liberia, Libya, Liechtenstein, Lithuania, Macao, Macedonia, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Micronesia, Moldova, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nauru, Nepal, Netherlands, Nicaragua, Niger, Nigeria, Niue, Norfolk Island, North Korea, Northern Mariana Islands, Ontario (Canada), Pakistan, Palau, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Pitcairn, Poland, Portugal, Republic of Crimea, Republic of the Congo, Romania, Russia, Rwanda, Saint Barthélemy, Saint Helena, Saint Kitts and Nevis, Saint Lucia, Saint Martin (French part), Saint Pierre and Miguelon, Samoa, San Marino, Sao Tome and Principe, Senegal, Serbia, Seychelles, Sierra Leone, Singapore, Sint Maarten (Dutch part), Slovakia, Solomon Islands, Somalia, South Georgia and the South Sandwich Islands, South Sudan, Spain, Sri Lanka, Suriname, Svalbard and Jan Mayen, Swaziland, Sweden, Syrian Arab Republic, Taiwan, Tajikistan, Tanzania, Thailand, the United Kingdom (including the United Kingdom Overseas Territories), Timor-Leste, Togo, Tokelau, Tonga, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Turks and Caicos Islands, Tuvalu, Uganda, Ukraine, United States Minor Outlying Islands, US or any of its states, Uzbekistan, Vanuatu, Venezuela, Vietnam, Virgin Islands, Wallis and Futuna, Western Sahara, Yemen, Zambia Zimbabwe, Åland Islands. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that the player breaches this Restricted Countries policy.

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

3.8 We cannot inform You about the availability of duplicate account until You fulfill the personal details and upload the documents on Your account. After You complete these requirements, we will be able to inform You regarding the existence of duplicate accounts.

### 4. AVAILABILITY OF GAMES

4.1 Please, bear in mind, some games may be unavailable in certain jurisdictions, as required by policies of game providers which may change from time to time.

4.1.1 Using VPN to bypass provider's block is strictly prohibited and may lead to confiscation of winnings.

4.1.2 NetEnt games are unavailable for Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia, France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia,

Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Portugal, Romania, Singapore, Spain, Sweden, Switzerland, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America, Yemen, Zimbabwe.

4.1.3 In addition to the above, Street Fighter Video Slot is not available for the following countries: Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa Rica, Cuba, Curaçao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthélemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia,

Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

Fashion TV Video Slot is not available in the following countries:Cuba, Jordan, Turkey, Saudi Arabia.

4.1.4 Planet of the Apes Video Slot is not available in the following territories:

Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine.

4.1.5 Vikings Video Slot is not available in the additional jurisdictions: Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey, Ukraine, United States of America.

4.1.6 Narcos Video Slot is not available in the following territories: Indonesia, South Korea.

4.1.7 Additionally, Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse and The Invisible Man), are only available in the following territories: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Ukraine, North Macedonia, Turkey, Austria, Cyprus, Finland, Germany, Greece, Hungary, Ireland, Luxembourg, Malta, Netherlands, Poland, Slovakia and Slovenia.

4.1.8 Players from the following countries are not eligible to win any jackpots from jackpot games offered by NetEnt (such as but not limited to Mega Fortune): Andorra, Austria, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Cyprus, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Russia, San Marino, Serbia, Slovakia, Slovenia, Turkey and Ukraine. The Casino

will make reasonable efforts to prevent players from these countries to reach the games, but if players from any of the stated countries would win the jackpot, the jackpot win will be annulled.

# **5. ACCEPTED CURRENCIES**

5.1 The website allows playing for the following currencies: EUR, USD, ZAR, NOK, AUD, NZD, CAD, YEN, INR, PHP, BTC, ETH, LTC, USDT.

5.2 For the purposes of these T&C only, exchange rates are calculated as follows: 10 EUR / 10 USD / 15 AUD / 15 CAD / 15 NZD / 115 NOK / 200 ZAR / 1500 JPY / 900 INR / 600 PHP.

5.2.1 For cryptocurrencies: 0.00015 BTC / 0.003 ETH / 0.01 LTC.

5.3. Starting from January 1st, 2019 SEK currency will not be available in King Billy Casino.

# 6. FEES AND T AXES

6.1 You are fully responsible for paying all fees and taxes applied to Your

winnings according to the laws of the jurisdiction of Your residence.

6.2 In case of a refund, the casino reserves the right to cover all payment providers' f ees (10% f ee ) wi th ref unde d funds.

### 7. GAME RULES

7.1 By accepting these Terms and Conditions, You confirm that You know and understand the rules of the games offered on the Website.

It is at Your discretion to familiarise Yourself with the theoretical payout percentage of each game.

7.2 For Table Games or Live Games, maximum bet is 1000 EUR or it's equivalents according to the casino exchange rates.

7.3 For Slots Games, maximum bet is 50 EUR or it's equivalents according to the casino exchange rates.

### 8. BONUS TERMS & CONDITIONS

8.1 Bonus Terms and Conditions are an integral part of these rules. Accepting Terms and Conditions the player thereby accepts both Terms and Conditions and Bonus Terms and Conditions.

### 9. DISCLAIMER OF LIABILITIES

9.1 Casino service is provided solely for entertainment purposes.

9.2 Casino service is provided "as it is". Casino is not responsible for service mismatch to Player's purposes and/or ideas on how such a service should be provided.

9.3 Casino undertakes to correct all faults in the service as soon as possible, but does not guarantee their absence.

9.4 Casino reserves the right to carry out preventive work in its software and hardware suite with a temporary suspension of the service.

9.5 In the event of force majeure, accidents and failures in the software and hardware suites of third parties cooperating with Casino or the actions of third parties aimed at suspension or termination of operation of Casino, Casino operation can be suspended and all current bets canceled.

9.6 By accepting these Terms and Conditions You confirm Your awareness of the fact that gambling may lead to losing money. The Casino is not liable for any possible financial damage arising from Your use of the Website.

9.7 The Casino is not liable of any hardware or software defects, unstable or lost Internet connection, or any other technical errors that may limit access to the Website or prevent any players from uninterrupted play.

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

9.9 If the Casino mistakenly credit Your Player Account with a deposit, bonus or winnings that do not belong to You, whether due to a technical issue, error in the paytables, human error or otherwise, the amount and/or the winnings from such bonus or deposit will remain the Casino property and will be deducted from Your Player Account.

9.10 The Casino, its directors, employees, partners, service providers:

9.10.1 do not warrant that the software or the Website is/are fit for their purpose;

9.10.2 do not warrant that the software and Website are free from errors;

9.10.3 do not warrant that the Website and/or games will be accessible without interruptions;

9.10.4 shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to Your use of the Website or Your participation in the games.

9.11 You hereby agree to fully indemnify and hold harmless the Casino, its directors, employees, partners, and service providers for any cost, expense, loss, damages, claims and liabilities howsoever caused that may arise in relation to Your use of the Website or participation in the Games.

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

9.13 Please, note that King Billy Casino holds no liability for any deceitful actions of the residents of "Restricted Countries" in order to gain access to the website notwithstanding restrictions applied for the website usage by the residents of "Restricted Countries".

# **10. USE OF PLAYER ACCOUNT**

#### **10.1 PLAYER RESPONSIBILITY**

10.1.1 Player fully understands the provisions contained in this Agreement and is obliged to comply with them.

10.1.2 Player ensures that their age is 18 or older, but sufficient to participate in gambling, according to the legislation of the country of their residence.

10.1.3 Player acknowledges that their details in the personal account of the Casino are correct.

10.1.4 Player acknowledges that they have only one active member account with the Casino.

10.1.5 Player is obliged not to disclose the login details of a member account to third parties and not to allow the third parties to gamble at the Casino through their member account.

10.1.6 Player is responsible for the security of the member account access data, as well as for the security of accounts in social networks used for gambling at the Casino.

10.1.7 Player confirms that they are not a Casino employee or a relative of a Casino employee.

10.1.8 You participate in the Casino strictly in Your personal, nonprofessional capacity for recreational and entertainment reasons only.

10.1.9 Player is responsible for all actions taken at the Casino through their member account.

10.1.10 Player acknowledges that they are aware of the risk of losing money in the course of gambling. Casino is not liable for any possible financial damage arising from the use of the website.

10.1.11 Player assumes the obligation not to carry out illegal financial transactions, the legalization of proceeds from crime, and any other operation in violation of applicable law, through the Casino.

10.1.12 Players acknowledge that they do not use the funds of third parties to replenish the Casino account. Usage of any joint bank accounts or joint credit/debit cards shared by two or more individuals are not allowed in the aim to replenish the Casino account.

110.1.13 Player agrees that Casino has the right to require additional verification of their identity or their actions at Casino website.

10.1.14 Player understands that Casino has the right to cancel their bets if:

10.1.14.1 player or a third party can affect the outcome of a bet;

10.1.14.2 player or affiliated third parties violated the T&C; 10.1.14.3 the

outcome of a bet was the result of illegal actions;

10.1.14.4 the bet was made during any technical failure.

10.1.15 Disposable emails are forbidden to be used for registration in the casino. Accounts created with disposable emails will be permanently closed.

10.1.16 You should not use the Website for any purpose which is considered to be defamatory, abusive, obscene, racist, sexist, discriminatory, or offensive. You must not use any abusive or aggressive language or images; swear, threaten, harass or abuse any other person, including other users, or behave in such a manner towards any Casino staff used to provide the Website or Customer Services. Should any violations be detected, Your account can be closed or suspended for the indefinite period. 10.1.17 Player agrees that if they broke the rules or Casino has reasonable grounds to assume that Player has violated the rules, Casino reserves the right to suspend their member account, cancel the bets, refuse to pay winnings or use the funds on Player's member account for compensation of its own losses resulting from the actions of Player.

10.1.18 The Website can only be used for personal purposes and shall not be used for any type of commercial profit.

10.1.19 The use of VPN, PROXY, and similar programs is strictly prohibited, the casino does not bear any responsibility if any errors occur due to the use of such programs. If you use these programs to register an account, access the website or access games from a restricted country, this may lead to account blocking and balance confiscation.

10.1.20 In order, if You want to request a Transcript of the chats, History of Your deposits, Bet history, Session history etc, You may contact our support team(<u>support@kingbillycasino.com</u>).

#### **10.2 REGISTRATION AND OPENING OF YOUR MEMBER ACCOUNT**

10.2.1 Each player is allowed to create only one (1) personal account. Creating multiple Player Accounts by a single player can lead, at the sole discretion of the Casino, to termination of all such accounts and cancellation of all payouts to the player. The player shall not provide access to their Player Account or allow using the Website to any third party including but not limited to minors.

10.2.2 You have the right to use only one account. One account per a residence address, an IP address, a PC. If You register more than one member account, all Your accounts can be suspended or deleted, and all bets can be void. Besides, Your winnings and bonuses that You received or accumulated during the period of use of several member accounts can be void

as well. We can request You to return the funds withdrawn from Your additional accounts. If You want to register a new member account, You can contact the casino manager at support@kingbillycasino.com. In this case, Your existing account will be suspended, and You will be able to register a new one. If You have found out that You already have more than one account with Casino, You are obliged to immediately inform us about it. If this fact is established without Your participation, all Your accounts will be suspended.

10.2.3 Any returns, winnings or bonuses which the player has gained or accrued during such time as the Duplicate Account was active may be reclaimed by us, and players undertake to return to us on demand any such funds which have been withdrawn from the Duplicate Account.

10.2.4 You must enter all mandatory information requested into Your registration form, including a valid e-mail address; if You do not enter a valid email address, we will be unable to help You recover any "forgotten passwords". It is Your sole responsibility to ensure that the information You provide is true, complete and correct.

10.2.5 Casino reserves the right to refuse to register a member account.

#### **10.3 CLOSING OF ACCOUNT**

10.3.1 Casino reserves the right to close Your Member Account and to refund You the "Account balance", subject to the deduction of relevant withdrawal charges, at Casino's absolute discretion and without any obligation to provide with a reason or give prior notice.

10.3.2 If You want to block Your account, please, contact the support department via Live Chat (24/7) or email support@kingbillycasino.com. The casino will return to You any and all funds from Your member account,

subject to the deduction of relevant withdrawal charges. The method of repayment will be at our absolute discretion.

10.3.3 In the event of closure of Your account because of gambling addiction or if Your account has been closed due to fraud You acknowledge that You are prohibited from opening a new account. Casino will not be liable if You manage to open a new account, neither for such action nor for any direct or indirect consequential damages. Casino shall have the right to close, at any time, a new account opened in breach of the requirement stated herein.

# **11. ANTI-FRAUD POLICY**

11.1 The Company has a strict anti-fraud policy and utilises various antifraud tools and techniques. If the player is suspected of fraudulent actions including, but not limited to:

11.1.1 participating in any type of collusion with other players;

11.1.2 development of strategies aimed at gaining of unfair winnings;

11.1.3 fraudulent actions against other online casinos or payment providers;

11.1.4 chargeback transactions with a credit card or denial of some payments made;

11.1.5 creating two or more accounts;

11.1.6 taking part in any criminal activities including money laundering and any offence with criminal repercussions;

11.1.7 other types of cheating or becomes a bankrupt in the country of their residence, the Company reserves the right to terminate such Player Account

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

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

11.2.1 use of stolen cards;

11.2.2 chargebacks;

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

11.2.4 providing incorrect registration data;

11.2.5 providing of forged documents;

11.2.6 any other actions which may damage the Casino.

11.3 The Casino reserves the right to close Your Player Account and to refund to You the amount on Your account balance, subject to deduction of relevant withdrawal charges, at Casino's absolute discretion and without any obligation to state a reason or give prior notice.

11.4 The Company reserves the right to inform applicable regulatory bodies of the fraudulent actions performed by the player, other online gaming or

gambling operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of Your identity and of any suspected unlawful or improper activity, and You agree to cooperate fully with us to investigate any such activity.

11.5 In the event of any suspicious transactions, Casino reserves the right to suspend or block a player's Account and withhold funds as may be required by law or the competent Authority.

11.6 By agreeing to the Terms You authorize us to undertake verification checks as we may require ourselves or may be required by the third parties (including, regulatory bodies) to confirm Your identity and contact details in order to prevent money laundering.

11.7 Deposits made into Your account should be commensurate with intended game play. If there is a suspicion of abuse, (e.g. when a deposited amount is not used for an appropriate level of game play and the player requests a withdrawal in relation to that deposited amount; or where the Company suspects that the Player is abusing exchange rate fluctuations), we reserve the right to cancel the respective deposit(s) in part or in full, to retract any costs that may have resulted in conjunction therewith and to close Your account indefinitely. In such instances, Casino further reserves the right to request and obtain satisfactory proof of deposit and additional copies of personal identification prior to processing any withdrawal request, and the processing of such a request shall be entirely at our discretion.

11.8 All transactions made by players on our site are checked to prevent money laundering and all other illegal activity.

11.9 Transferring of funds from one player account to another is not allowed.

11.10 Unfortunately, a limited few make it a habit to abuse our bonus offers. Regular players rarely risk breaking these rules by mistake; You have to have a fraudulent ambition from the beginning in order to cross the line. We assess each breach of our rules individually, and we retain the right to, if we determine the breach of any Terms, confiscate all associated winnings and original deposit. 11.11 You shall not corrupt the Website, flood the Website with information so as to cause the Website to malfunction, nor use any features which may affect the function of the Website in any way for example (but not limited to) releasing or propagating viruses, worms, logic bombs or similar. Any multiple submissions or "spam" are strictly prohibited. You must not interfere or tamper with, remove or otherwise alter in any way, any information in any form which is included on the Website.

11.12 Casino will take all reasonable steps to prevent such activities; detect them and the relevant players; and deal with the relevant players appropriately. Casino will not be liable for any loss or damage which You or any other player may incur as a result of collusive, fraudulent or otherwise illegal activity, or cheating, and any action Casino takes in respect of the same will be at our sole discretion.

11.13 If You suspect a person is colluding, cheating or undertaking a fraudulent activity, please report via e-mail: support@kingbillycasino.com.

11.14 The Casino reserves the right to retain payments, if suspicion or evidence exists of manipulation of the casino system. Criminal charges will be brought against any user or any other person(s) who has/have manipulated the casino system or attempted to do so. The Casino reserves the right to terminate and/or, change any games or events being offered on the Website.

11.15 Should You become aware of any possible errors or incompleteness in the software, You agree to refrain from taking advantage of them. Moreover, You agree to report to the Casino any error or incompleteness immediately. Should You fail to fulfill such obligations, the Casino has a right to full compensation for all costs related to the error or incompleteness, including any costs incurred in association with the respective error/incompleteness and the failed notification.

11.16 Casino prohibits Player collusion and do not allow any kind of robots and programmed devices to participate in a game play. Casino reserves the

right to void any game play resulting from the use of robots and/or programmed devices.

11.17 Money deposited in the Casino must be used for gaming activity. Due to this, any deposit has to be wagered 3 times (player must place bets three times of their deposit amount) before the withdrawal of funds connected to this deposit is available. In case several deposits were made with no gaming activity, player has to wager the total amount of these deposits prior to withdrawal.

11.18 In order to verify player's account casino management require documents (ID, payment systems, utility bills etc) in Latin or Cyrillic alphabet. In case player doesn't have an opportunity to provide documents in abovementioned alphabets casino reserves the right to demand video verification where player shows his/her documents. Scanned documents (ID/Passport) are not accepted. Documents should be photographed.

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

11.20 In the even of chargeback at the account, the casino reserves the right to:

11.20.1 charge the player a sum equivalent to the players available balance funds in order to compensate damages and expenses suffered by an incurred as a result of chargeback;

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

11.20.3 close player's personal account and/or discard all and any winnings gained as a result of such act or attempt to act.

11.21 We reserve the right to make a phone call to the number provided in Your user account, which at our own discretion can be a necessary part of the KYC procedure. Withdrawals may be terminated until the account is fully verified. We will make reasonable efforts trying to contact You regarding the withdrawal of the funds, but if we are not able to reach You (by email or phone)

in two (2) weeks as from the date of the request for withdrawal, the account will be locked, since You have failed to pass the KYC procedure.

### **12. DEPOSITING**

12.1 The Website offers a variety of payment methods. They include VISA and MasterCard credit and debit cards, as well as various alternative payment methods. Please note that all payments with Paysafe are processed via Dama N.V.

12.2 Please, contact our support team at support@kingbillycasino.com to inquire about the payment methods which are most favorable for Your country of residence.

12.3 You may only participate in Games if You have sufficient Virtual Funds on Your member account for such participation. Casino will not grant any form of virtual credit whatsoever for participation in any of the Games.

12.4 To deposit Virtual Funds into Your member account, You can transfer Virtual Funds from Your personal wallets or other Virtual Funds related accounts.

12.5 Please note that the minimal amount of deposit is 10 EUR / 10 USD / 15 AUD / 15 CAD / 15 NZD / 115 NOK / 200 ZAR / 1500 JPY / 900 INR / 600 PHP or an equivalent. The maximum amount of deposit depends on the payment method You decide to use and will appear when choosing the payment method.

12.6 The minimum accepted deposit amount in cryptocurrency is 0.0001 BTC / 0.01 ETH / 0.01 LTC / 10 USDT. Please, note, deposits that are lower than a minimum deposit amount cannot be received by King Billy Casino, henceforth will not be credited to Your account. The casino does not provide refunds of the processed cryptocurrency deposits lower the allowed minimum.

12.7 Using third party payments is prohibited. You must make deposits only from a bank account, bank cards, e-wallets or other payment methods that

are registered in Your own name. If we determine during the security checks that You have violated this condition, Your winnings will be confiscated and the original deposit will be returned to the owner of the payment account. The Company is not responsible for the lost funds deposited from third party accounts.

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

12.9 Casino can, under certain circumstances, credit a Player's account with so called "bonus". The conditions for the crediting of the bonus and the amount of the bonus is determined in Bonus Terms and Conditions. For promotions that are currently running, please, follow directory "Promotions". If an account contains both the Virtual Funds and bonus funds, the bonus funds will only be available for wagering once the existing Virtual Funds have been used. Before fulfilling the bonus turnover conditions, if You transfer or withdraw the main deposit amount, bonus funds and all winnings from this bonus will be forfeited.

12.10 Casino reserves the right, to change the accepted methods of payment at its sole discretion. Casino further reserves the right to accept certain methods of payment only subject to the fulfilment of certain conditions. The casino does not warrant that all methods of payment are available at all times. 12.11 Depending on the method selected, deposits can incur charges from Your bank side, independently for bank wire transfers and/or other methods of payment.

12.12 By depositing money, You agree not to make any charge-backs, reversals or otherwise cancel any deposits into Your account, and agree to refund and compensate us for unpaid deposits.

12.13 Deposited amounts are available on the Account within a reasonable amount of time after the confirmation of the deposit. Before a withdrawal can be made, all previous deposits need to be confirmed.

12.14 Casino reserves the right to use additional procedures and means to verify Your identity when effecting deposits into Your Account. This could include (but is not limited to) a selfie with a document or form of identification.

12.15 It's the responsibility of Player to ensure that all documents are genuine. Faked or fraudulent documents provided may result in a confiscation of deposits and potential winnings of the Player.

12.16 The following Payment System Providers are restricted for Swedish players: Neteller, Skrill, PaysafeCard.

12.17 All progressive jackpot wins will be paid in full.

### 13. WITHDRAWALS

13.1 The minimal amount for withdrawal is EUR 20 / USD 20 / ZAR 100 / NOK 200 / AUD 30 / CAD 30 / NZD 30 / YEN 2000 / INR 1600 / PHP 1100 per transaction (EUR

300 / NOK 3000 / AUD 300 / 300 NZD / 300 CAD in case of Bank Transfer).

13.1.1 For cryptocurrencies: 0.0003 BTC / 0.006 ETH / 0.2 LTC / USDT 20.

13.2 The maximum withdrawal amount from the member account per transaction is EUR 4000 / USD 4000 / ZAR 60000 / NOK 40000 / AUD 6000 / NZD 6000 / CAD 6000 / YEN 300000 / INR 320000 / PHP 1 000 000.

13.3 The period of processing requests for withdrawals is from 0 to 24 hours.

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

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

13.4.2 For Mastercard, only the following countries are supported: Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France,

Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Luxembourg, Malta, Monaco, Netherlands, Norway, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, and the United Kingdom.

13.5 The following Payment System Providers are restricted for Swedish players: Trustly, Neteller, Skrill, PaysafeCard, Zimpler.

13.6 Please note that even for supported countries, the Casino is not able to guarantee successful credit card payment processing in all cases, since banks issuing credit cards may block or reject such transactions at their own discretion.

13.7 The internal operating currency of the Website is Euro. Due to this fact, in case You transact in other currencies, the amount deducted from Your credit card may be insignificantly higher than displayed at the time of transaction due to currency conversions on the side of Your bank and/or the Casino's payment processing system.

13.8 All Bank Transfer payouts are in principle processed up to 7 banking days. It may take up to 7 banking days for funds to reach Your bank account.

Please mind that You will not be able to request a Bank Transfer for USD payouts.

13.9 You acknowledge that withdrawals via bank transfers can in exceptional cases be subject to additional charges by the intermediary banks. These charges remain outside the influence of The Casino and are in our experience limited to the equivalent of EUR 16.

13.10 The maximum withdrawal amount processed to a player is 20000 €/\$ per week and 40000 €/\$ per month, unless otherwise specified in the Terms

• Conditions of a specific promotion. Exceptions may be made to players with a higher VIP level, if any, at the Casino's sole discretion.

13.11 If You win more than €40000, the Casino reserves the right to divide the payout into monthly installments of maximum €40000 until the full amount is paid out.

13.12 At least a minimum first deposit (EUR 10 / USD 10 / ZAR 50 / NOK 100 / AUD 10 / CAD 10 / NZD 10 / YEN 1000 / INR 500 / PHP 550 / 0.00015 BTC / 0.0003 ETH / 0.01 LTC / 0.0001 USDT) is required before withdrawing any winnings generated from a no deposit bonus/registration bonus. Please, mind, according to 11.17 deposited money should be wagered at least 3 times prior to any withdrawal.

13.13 The Casino reserves the right to check Your identity prior to processing payouts and to hold any refund or withdrawals for the time needed to check

Your identity. In case You provide false or incomplete Personal Data, the withdrawal can be refused and the Player Account terminated, of which You will be informed by email. Reporting by the Casino to applicable regulatory bodies of actions performed by the player may be required.

13.14 In case of necessity to verify the identity of Player, the time of processing the requests is calculated from the date of verification of the documents requested.

13.15 In certain circumstances, we may have to contact You and ask You to provide further information to us directly in order to complete the Checks. We can use such methods of contacting You: email, phone call, Skype call.

Casino reserves the right to make a phone call to the number provided in Your member account. We might request for Skype call in case of additional checks, that is a necessary part of the verification procedure. In case You fail in this, we reserve the right to ask You for notarized documents or another reasonable security procedure necessary to verify Your identity. If You do not or cannot provide us with Your correct contact details, or we can not reach You by all of the aforementioned methods, then we have the right to suspend or close Your Account permanently. Note, if You fail to provide necessary information, Your account has failed security verification, the balance, if any, is subject to confiscation.

13.16 Date of receipt of money on Player's accounts outside of Casino depends exclusively on banks and payment systems, to accounts of which the funds are withdrawn.

13.17 Casino reserves the right to transfer funds in a way different from the payment method specified by Player.

13.18 Notices for withdrawals must be made via the Website. Casino will not accept withdrawal demands made by live chat or by electronic mail. Employees of Casino are not permitted to bypass these instructions.

13.19 It is Player's responsibility to ensure, that the entered details by placing cashout/refund request are relevant and correct. The Casino is not liable for incorrect data in cashout request made by the Player.

13.20 Finally, please keep in mind the Casino is not a financial institution. Due to this fact, Your account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any banking insurance system. Your account will thus not bear any interests and no conversion or exchange services will be offered at any time including crypto to fiat or fiat to crypto exchange.

### **14. DORMANT ACCOUNTS**

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

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

### **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 The content on Casino website is subject to copyright and other proprietary rights held by Casino or used under license from third party rights

owners. All downloadable or printed materials contained on the website may only be downloaded to a single personal computer and can be printed solely for personal and non-commercial use.

15.2 Under no circumstances the use of the website grants the user any rights to the intellectual property (e.g. copyright, know-how or trademarks) owned by Casino or any other third party.

15.3 Any use or reproduction of the trade name, trademarks, logos or other creative materials presented on this site is prohibited.

15.4 You will be solely responsible for any damage, costs or expenses arising out of or in connection with any prohibited activities.

# **16. EXPIRY PERIOD**

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

### **17. COMPLAINTS**

17.1 You are free to contact our Customer Support team via LiveChat available 24/7 or email support@kingbillycasino.com according to the instructions found on the Website to give us any complaints regarding our services.

17.2 If You have a problem, You have to describe it in detail as much as possible to speed up its resolution.

17.3 In the event of a dispute, You agree that the results stored on the server are the final proof and cannot be challenged.

17.4 When we wish to contact You regarding such a dispute, we will do so by using any of the contact details provided in Your Player Account.

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

17.6 Casino is to acknowledge a complaint started by the account holder only. It is forbidden to, and You can therefore not assign, transfer, hand over or sell Your complaint to the third party. The casino will dismiss the complaint if the matter is handed over to be conducted by the third party and not the original account owner.

17.7 In the event of any dispute, You agree that the server logs and records shall act as the final authority in determining the outcome of any claim. You agree that in the unlikely event of a disagreement between the result that appears on Your screen and the game server, the result that was logged on the game server will prevail, and You acknowledge and agree that our records will be the final authority in determining the terms and circumstances of Your participation in the relevant online gaming activity and the results of this participation.

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

### **18. NON TRANSFERABILITY**

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

assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, entity in any way shape or form.

### **19. ARBITRATION**

19.1 All disputes which may arise between You and the Casino including their successors in title under general or special title as a result of these Terms and Conditions or as a result of further agreements and other acts in connection with these Terms and Conditions shall be settled exclusively by arbitration in Cyprus and in accordance with Cyprus Civil Procedure Rules.

### **20. REFUND POLICY**

20.1 A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account. Each refund request should be a matter of the anti-fraud check and can be processed only in case of the positive conclusion of the anti-fraud department.

20.2 If You have funding Your account with a Credit Card, we reserve the right to pay all withdrawal requests up to the total amount deposited as

refunds against the purchases You have made. If Your withdrawals exceed the total amount deposited, any excess amount will be paid to You via one of our alternative methods available.

20.3 Before a refund is processed, all bonuses and winnings in Your balance will be deducted prior to calculating the amount to be refunded.

20.4 In case any Credit Card purchases are considered to carry an unacceptable risk for security or legal reasons either by our Payment processors or by the Casino, we will initiate refunds for all such transactions back to the Credit Card, and notify all the appropriate authorities and parties.

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