

Terms of Services

Global Terms and Conditions

IMPORTANT – PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCEPTING THESE TERMS AND CONDITIONS. WE RECOMMEND YOU PRINT THE CONTENT OF THIS AGREEMENT AND STORE IT ALONG WITH ALL CONFIRMATION EMAILS, ADDITIONAL TERMS, TRANSACTION DATA, GAME RULES AND PAYMENT METHODS AS THEY RELATE TO YOUR USE OF THIS SITE. WE DO NOT FILE EACH INDIVIDUAL CONTRACT WITH USERS SO PLEASE PRINT IT OUT FOR YOUR RECORDS.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE. NOTIFICATION OF THESE TERMS AND CONDITIONS CONSTITUTES THE MAKING OF AN OFFER. BY REGISTERING TO MAKE USE OF THE SERVICES COVERED BY THIS AGREEMENT, YOU ARE CERTIFYING THAT YOU ARE 18 YEARS OF AGE OR OLDER AND YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT WISH TO ACCEPT THE FOLLOWING TERMS AND CONDITIONS, YOU MUST NOT REGISTER AND YOU MUST NOT OPEN AN ACCOUNT AND YOU WILL BE UNABLE TO ACCESS THE SOFTWARE AND THE GAMING SERVICES OFFERED IN CONJUNCTION THEREWITH.

Joya Casino is iGaming platform - tha Joya.Casino is strictly limited to those over 18 or of legal age in your jurisdiction, whichever is greater.

One of our core goals is to help parents restrict access to Joya.Casino for minors, so we have ensured that Joya.Casino is, and remains, fully compliant with the RTA (Restricted to Adults) code. This means that all access to the site can be blocked by simple parental control tools. It is important that responsible parents and guardians take the necessary steps to prevent minors from accessing unsuitable content online, especially age-restricted content.

Anyone with a minor in their household or under their supervision should implement basic parental control protections, including computer hardware and device settings, software installation, or ISP filtering services, to block your minors from accessing inappropriate content.

To enter Joya.Casino you must be 18 or older.

Joya Casino is operated by Provably Fair Gaming B.V., registration nr. 161441 at the Trade Register of the Curaçao Chamber of Commerce., under license No.1668/JAZ.

Payment Agent Details: LEMONIA IT SUPPORT S.R.L, Bucharest, Sectorul 2, Strada Bâlcuiului, Nr.7,
Register Number: 48882539

INTRODUCTION: KEY DEFINITIONS AND WHAT MAKES UP YOUR TERMS OF USE

1.1 The following definitions are used in these terms and conditions:

“Access Device” means any electronic means of accessing the Services, including, but not limited to, computers, smartphone devices, feature phones, tablet devices, touch devices or any home entertainment system such as video games consoles and smart TVs (or by any other remote means);

“Bonus Terms” means any terms and conditions and/or rules with regard to promotions, bonuses and special offers which may apply to any part of the Services from time to time;

“Download Terms” means any additional end user terms and conditions of use which You are required to confirm Your agreement to as part of the download and/or installation of any software which You may download in order to be able to use the Website;

“Gambling Commission” means the regulator of commercial gambling in Curaçao whose website is at www.curacao-egaming.com

“General Terms” means the terms and conditions set out in this document;

“Group” means in relation to any party, a company which is from time to time a subsidiary or the ultimate holding company of that party or another direct or indirect subsidiary of any such ultimate holding company.

“Privacy Policy” means the Operator’s privacy policy accessed via the Privacy Policy link;

“Rules” means the Betting Rules and the Game Rules specifically applicable to the relevant type of betting and/or gaming, as identified in more detail in paragraph 1.3.1 and 1.3.2;

“Services” means, as appropriate, the services offered for the time being by the Operator through the Website, Telebetting and/or via any Access Device application;

“Telebetting ” means the telephone betting service for the time being offered by the Operator;

“Terms of Use” means (a) the General Terms; (b) the Privacy Policy; © where appropriate under paragraph 1.3, the relevant Rules, Bonus Terms and Additional Terms applicable to the Services that are being used by You; and (d) any Download Terms; and

“Website” means the website or any respective page, subpage, subdomain or section thereof from time to time, located at or accessible via the domain name: www.joya.casino

1.2 By using and/or visiting any section of the Website, or by opening an account with the Operator- through the Website, or through accessing Telebetting, You agree to be bound by the Terms of Use and You accordingly: (a) agree to the use of electronic communications in order to enter into contracts; and (b) waive any applicable rights or requirements which require a signature by hand, to the extent permitted by any applicable law. The Terms of Use do not affect your statutory rights.

1.3 In addition, where You play any game, or place a bet using the Services, or otherwise use the Services, You agree to be bound by:

1.3.1 the Rules For All Sports Bets on the DBG Sportsbook as set out under the general Help section (“the Betting Rules”);

1.3.2 the Rules of any game You play (“Game Rules”), as set out under the relevant general Help section and any Rules tabs, including (without limitation):

1.3.2.1 for games under the ‘Casino’ tab: the Casino Rules for the relevant game;

1.3.2.2 for games under the ‘Poker’ tab: the Poker Rules for the relevant game;

1.3.2.3 for games under the ‘Games’ tab: the Games Rules for the relevant game;

1.3.2.4 for Live Casino games under the ‘Live Casino’ tab: the Live Casino Rules for the relevant game;

1.3.2.5 in respect of any new games, the rules applicable to such game;

1.3.3 Any Bonus Terms;

1.3.4 Any Download Terms;

1.3.5 Any terms and conditions relating to withdrawals which are contained in the ‘Withdrawal’ part of the Help section of the Website (“Withdrawal Terms”); and

1.3.6 Any other terms applicable to the Services and/or which You are required to confirm Your agreement to as part of the Services, for example the terms relating to the Tip Advisor service (“Additional Terms”).

1.4 The original text of the Terms of Use are in English and any interpretation of them will be based on the original English text. If the Terms of Use or any documents or notices related to them are translated into any other language, the original English version will prevail.

1.5 In the event that there is any specific conflict or inconsistency between any of the individual parts of the Terms of Use making up Your contract with the Operator, the order of precedence shall be as follows:

1.5.1 The Withdrawal Terms;

1.5.2 The Bonus Terms;

1.5.3 The Betting Rules;

1.5.4 The Game Rules;

1.5.5 The Additional Terms;

1.5.6 The General Terms;

1.5.7 The Privacy Policy; and

1.5.8 The Download Terms.

1.6 Please read the Terms of Use carefully before accepting them. Once You have accepted the Terms of Use, please print the Terms of Use and store them, along with all confirmation emails, additional terms, transaction data, game rules, fair deal rules and payment methods relevant to Your use of the Website. Please note that the Terms of Use are subject to change, as set out in paragraph 3 below.

1.7 If You do not agree to accept and be bound by the Terms of Use please do not open an account, and/or continue to use Your Account. Your continued use of any of the Services will constitute acceptance of the Terms of Use which we have notified You are in force from time to time.

1.8 The Terms of Use govern Your contract with the Operator and will come into effect on 1 august 2015 For the avoidance of doubt, each and all sections of the Website and Telebetting are governed by the Terms of Use, and You should ensure at all times that Your use of the Services is in accordance with the Terms of Use.

General Terms Contracting Parties

2.1 References in the Terms of Use to “us”, “our” or “we” are references to:

2.2.1 The Operator; or

2.2.2 In the case of terms and conditions relating to monies held in Your Account from time to time, to any Operator Group company which holds such money and shall (where appropriate) be deemed to include our agents, partners, and suppliers.

Changes to the Terms of Use

3.1 We may need to change the Terms of Use from time to time for a number of reasons, including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms of Use can be accessed from the Terms and Conditions link in the footer section of the Website, and the date on which they will come into force is noted in paragraph 1.8 of these General Terms.

3.2 Where we wish to make substantial changes to the Terms of Use, we will give You as much prior notice of such changes as is reasonably practicable via one of the methods set out in paragraph 3.3. For minor or insubstantial changes, we may not give You any notice of such changes, so You are advised to review the Terms of Use through the Terms and Conditions link on the Website on a regular basis.

3.3 Where we make changes to the Terms of Use which we wish to notify You of, we will do so by such method of notification as we may, in our discretion, deem appropriate, which may comprise:

3.3.1 Email (to the email address You have previously supplied us with, if any);

3.3.2 A message to Your Inbox on the Website; or

3.3.3 Notice on the Website

And we may, at our discretion, invite You to accept the new Terms of Use by clicking on “yes” or “I accept”, checking a ‘tick box’ or any other similar method of confirmation by You. If You provide us with any such confirmation, or continue to use the Website or Telegaming after notification under this paragraph 3, You shall, from such time, be deemed to have accepted, and be bound by, the new Terms of Use, including (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identities of the Operator, whether or not You have read the revised Terms of Use. If any change is unacceptable to You, You may either cease using the Services and/or close Your Account by complying with paragraph 12 of these General Terms.

3.4 Notwithstanding this clause 3, should we wish to make any changes to the terms upon which Your funds are held under clause 7.3, we shall notify You in advance by such method as we may, in our discretion, deem appropriate, but such method shall require You to acknowledge receipt of such information by clicking on “yes” or “I accept”, checking a ‘tick box’ or any other similar method of acknowledgment by You. If You provide us with any such acknowledgment, You shall, from such time, be deemed to have accepted, and be bound by, the new Terms of Use. If any change is unacceptable to You, You may either cease using the Services and/or close Your Account by complying with paragraph 12 of these General Terms.

Opening Your Account

4.1 In order to place a bet or play a game using the Services, You will need to open an account with the Operator (“Your Account” or “Account”).

4.2 In order to open Your Account for use with the Services, You can:

4.2.1 Contact Customer Services;

4.2.2 Click on Registration on the Website and follow the on-screen instructions; or

4.2.3 Open by such other Account opening method as shall, from time to time be offered by the Operator;

4.3 Your Account will either be operated by the Operator, or by another company in its Group for and on behalf of itself and/or the relevant Operator Group company with whom You have contracted.

4.4 When You open Your Account You will be asked to provide us with personal information, including Your name and date of birth and appropriate contact details, including an address, telephone number and e-mail address (“Your Contact Details”). You may update Your Contact Details from time to time by contacting Customer Services; or through the My Account management page on the Website: or by such other method as shall, from time to time, be offered by the Operator.

4.5 If You do not wish Your Contact Details to be used by us and our business partners to contact You to inform You of marketing information relating to others of our goods, products or services or those of our

business partners, please indicate that this is the case by ticking the relevant box as instructed when You open an account on the Website or by informing Customer Services.

4.6 In opening Your Account You warrant that:

4.6.1 You understand and accept the risk that, by using the Services, You may, as well as winning money, lose money;

4.6.2 You are: (a) over 18 years of age; and (b) above the age at which gambling or gaming activities are legal under the law or jurisdiction that applies to You (the "Relevant Age");

4.6.3 Gambling is not illegal in the territory where You reside;

4.6.4 You are legally able to enter into contracts;

4.6.5 You have not been excluded from gambling; and

4.6.6 You have not already had an Account closed by us under paragraphs 11 (Collusion, Cheating, Fraud and Criminal Activity), 20 (Breach of the Terms of Use) or at Your request under paragraph 33.1 (Responsible Gaming/Gambling).

4.7 Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person, family, household, address (postal or IP), email address, Access Device or any environment where Access Devices are shared (e.g. schools, workplaces, public libraries etc) and/or account in respect of the Services. Any other accounts which You open with us, or which are beneficially owned by You in relation to the Services shall be "Duplicate Accounts". We may close any Duplicate Account (but shall not be obliged to do so). If we close a Duplicate Account:

4.7.1 All bonuses, free bets and winnings accrued from such bonuses and free bets obtained using that Duplicate Account will be void and forfeited by You;

4.7.2 We may, at our entire discretion, void all winnings and refund all deposits (less amounts in respect of void winnings) made in respect of that Duplicate Account and, to the extent not recovered by us from the relevant Duplicate Account, any amounts to be refunded to us by You in respect of a Duplicate Account may be recovered by us directly from any other of Your Accounts (including any other Duplicate Account); or

4.7.3 We may, at our entire discretion, allow usage of the Duplicate Account to be deemed valid in which case all losses and stakes placed by or for You through the Duplicate Account shall be retained by us.

4.7.4 Restricted countries (OFAC): Cuba, Iran, North Korea, Russia, Syria, the following regions of Ukraine: Crimea, Donetsk and Luhansk.

4.7.5 Forbidden countries: France, Italy, Singapore, Netherlands, Aruba, Curacao, Sint Maarten, Bonaire, Saba, Sint Eustatius. Do not use a VPNs to access the website from the mentioned countries, as this will lead to restrictions on your account.

Verification of Your Identity; Money Laundering Requirements

5.1 You warrant that:

5.1.1 The name and address You supply when opening Your Account are correct; and

5.1.2 You are the rightful owner of the money which You at any time deposit in Your account.

5.2 By agreeing to the Terms of Use You authorize us to undertake any such verification checks from time to time as we may require ourselves or may be required by third parties (including, but not limited to, regulatory bodies) to confirm these facts (the "Checks"). You agree that from time to time, upon our request, You may be required to provide additional details in respect of any of such information You have provided us, including in relation to any deposits which You have made into Your Account.

5.3 Whilst we are undertaking any Checks from time to time, we may restrict You from withdrawing funds from Your Account and/or prevent access to all or certain parts of the Website. Please note that we may from time to time repertory the Checks for regulatory, security or other business reasons. If any such restrictions cause You a problem, please contact Customer Services.

5.4 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. For this purpose, we will be entitled, at our sole discretion, to require that You provide us with a notarized ID or any equivalent certified ID according to the applicable law of Your jurisdiction or otherwise, proof of address, utility bills, bank details, bank statements and bank references. Until such information has been supplied to our satisfaction we may prevent any activity to be undertaken by You in relation to the Account or we may, where we reasonably believe that deliberately incorrect information has been provided by You, keep any amount deposited on the Account following the closure of the Account by us.

5.5 It may be an offence for persons under the Relevant Age to make use of the Website. If we are unable to confirm that You are the Relevant Age then we may suspend Your Account until such time that we are able to confirm that You are the Relevant Age. If You are subsequently proven to have been under the Relevant Age at the time You made any gambling or gaming transactions with us, then:

5.5.1 Your Account will be closed;

5.5.2 all transactions made whilst You were underage will be made void, and all related funds deposited by You will be returned by the payment method used for the deposit of such funds, wherever practicable;

5.5.3 Any deposits made whilst You were under the Relevant Age will be returned to You; and

5.5.4 Any winnings which You have accrued during such time when You were under the Relevant Age will be forfeited by You (and may be deducted from the amount of any deposit returned under paragraph 5.5.3) and You will return to us on demand any such funds which have been withdrawn from Your Account.

Username, Password, PIN and Customer Information

6.1 After opening Your Account, You must take all reasonable steps to avoid disclosing (whether deliberately or accidentally) Your username, password and/or account number to anyone else, including (where practicable) ensuring that up-to-date security software is downloaded onto Your Access Device.

6.2 All transactions made where Your username and password and/or account number have been entered correctly will be regarded as valid, whether or not authorized by You, and we shall not be liable for any claims in the event that You disclose Your username, password or account number to anyone else (whether deliberately or accidentally).

6.3 If You have lost or forgotten Your Account details, or have reason to believe that such details are known to an unauthorized third party, please contact us immediately for a replacement through Customer Services, details of which can be found in the Contact Us section of the Website.

Deposits and Withdrawals From Your Account

7.1 If You wish to participate in the Services, You must deposit money into Your Account from an account or source of which You are the account holder. Such money may (subject to paragraph 5) then be used by You to place bets or play games. Further details of how to deposit, withdraw and transfer funds can be found in the Deposit part of the Help section of the Website. If You use a payment method in respect of which You are not the account holder, we reserve the right to treat any deposit into the Account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant Checks.

7.2 You further agree not to make any charge-backs, reversals or otherwise cancel any deposits into Your Account, and in any such event to refund and compensate us for such unpaid deposits including any expenses incurred by us in the process of collecting Your deposit. For the avoidance of doubt Your Account shall not be used by You as a bank account and, should we become aware of deposits into and withdrawals from Your Account without commensurate betting or gaming activity, we reserve the right to deduct an administration charge (whether or not we close or suspend the account). Monies deposited with us in Your Account shall not attract interest.

7.3 We are required by our license to inform customers about what happens to money which we hold on account for You, and the extent to which such money is protected in the event on insolvency. Money deposited by You to Your Account will be held in a bank account and/or escrow account which will be kept separate from our company funds. Money in Your Account are not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system or by any other similar insurance system. As such, money in Your Account is not protected in the event of insolvency. This meets the

Gambling Commission's requirements for the segregation of customer funds at the level: basic segregation.

7.4 We may at any time set off any positive balance on Your Account against any amount owed by You (including under a Duplicate Account) to any other company within the Operator's Group (irrespective of whether there has been a breach of the Terms of Use), including (without limitation) where we re-settle any bets or wagers pursuant to paragraph 4.7(Duplicate Accounts), paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 19 (Errors or Omissions).

7.5 To the extent required by Your local law or tax or other authorities You are responsible for reporting Your winnings and losses arising from the Services.

7.6 You can set a deposit limit on Your Account in any one day. This limit cannot be increased without giving us twenty four hours' notice of Your wish to increase Your deposit limit and only when twenty four hours have elapsed from Your request for such an increase will the increase apply. For details of how to set up a deposit limit please contact Customer Services, or (where Your Account is for the Website) set up the limit through the Website by clicking on My Account, then Update Account Details. Any confirmed reductions to your deposit limit will be of immediate effect.

7.7 Subject to paragraph 13 (Closure of Your Account; etc), You may request withdrawal of funds from Your Account at any time provided that:

7.7.1 All payments made into Your Account have been confirmed as cleared and none have been charged-back, reversed or otherwise cancelled;

7.7.2 Any Checks referred to in paragraph 5 (Verification of Your Identity; Money Laundering Requirements) above have been completed by us to our satisfaction; and

7.7.3 You have complied with any other relevant withdrawal conditions affecting Your Account (e.g. any applicable Bonus Terms).

7.8 On any withdrawal approved by us, provided that You give us sufficient information as to how the funds should be transferred to You, we will return the relevant funds to You in accordance with paragraph 7.7 (less charges incurred or any other amount required to be deducted from Your withdrawal in order to comply with any applicable law).

7.9 We will attempt to accommodate Your request regarding the payment method and currency of payment of Your withdrawal. This, however, cannot be guaranteed. Therefore, we may process and pay withdrawals in a different payment method than the one requested by You, such as through different payment providers, a bank draft or wire transfer (any charges associated with relevant payment methods are set out in the Withdrawal part of the Help section of the Website). Similarly, in certain cases, the currency of Your withdrawal may not be the currency in which Your deposit was made or that was otherwise requested by You and, in circumstances where we are required to convert Your deposits between different currencies, the conversion rate used by us is as stated in the Help section of the Website.

Legal use of the Website

8.1 Access to or use of the Website or any of the Services via the Website may not be legal for some or all residents of or persons in certain countries. We do not intend that the Website should be used for betting, gaming or any other purposes by persons in countries in which such activities are illegal, and those territories listed via the Help section on the Website. The fact that the Website is accessible in any such country, or appears in the official language of any such country shall not be construed as a representation or warranty with respect to the legality or otherwise of the access to and use of the Website, and the making of deposits or receipt of any winnings from Your Account. The availability of the Website does not constitute an offer, solicitation or invitation by us for the use of or subscription to betting, gaming or other services in any jurisdiction in which such activities are prohibited by law.

8.2 It is Your responsibility to determine the law that applies in the location in which You are present. You should ensure that You will be acting legally in Your jurisdiction in opening Your Account and/or using the Website and You represent, warrant and agree that You will do so.

8.3 If it becomes apparent to us that You are resident in a country in which the use of the Website is not legal, we shall be entitled immediately to close Your Account, in which case any balance on the Account on the date of such closure will be refunded to You as soon as it is practicable for us to do so.>

Placing Your Bet and/or Gaming Using the Services

9.1 In order to place a bet or access a Service you should follow the instructions provided at the Help section.

9.2 It is Your responsibility to ensure that the details of any bet, stake or similar transaction that you place using the Services (a "Transaction") are correct in the following manner:

9.2.1 When using the Website (either directly, through an application or otherwise) in accordance with the relevant Betting Rules or Game Rules, as appropriate; and

9.2.2 When using Telebetting, your bet will be read back to you and you will be asked to confirm that it is correct to our telephone agent.

9.3 Your Transaction history can be accessed by you by clicking My Account on the Website, or through our Customer Services team (including by opting to receive a written statement).

9.4 We reserve the right to refuse the whole or part of any Transaction requested by You (if we believe that there is money laundering involved, cheating, or any other fraudulent behavior), or where You have breached the Terms of Use. No Transaction is accepted by us until You have given the appropriate confirmation (or it has otherwise been accepted by us) in accordance with paragraph 9.2. If your transaction has not been added to your account, please contact our Customer Support.

9.5 Once a Transaction has been accepted by us, You cannot cancel the transaction unless we agree otherwise. If You are making a telephone-betting transaction and the relevant telephone connection

becomes unexpectedly disconnected, we shall nevertheless place the relevant bet if (a) we are clear as to your intended instruction; (b) the bet details have been provided to us by You prior to the point at which we cease accepting bets on the relevant event; and © the bet is acceptable to us in the ordinary course of business. In the event of any such telephone disconnection, You should immediately contact our Customer Service team for confirmation as to whether your bet has been placed.

9.6 We may, at our discretion (and provided that neither You nor we gain any unfair advantage), elect to accept a bet notwithstanding that the relevant event has begun. In respect of gaming, the relevant Game Rules shall set out the point at which no further stakes will be accepted by us.

9.7 We may cancel or amend a Transaction pursuant to the provisions of paragraph 5 (Verification of Your Identity), paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 19 (Errors or Omissions).

9.8 Regarding Netent restriction policies, Afghanistan, Albania, Algeria, Angola, Cambodia, Ecuador, Guyana, Hong Kong, Indonesia, Iran, Iraq, Israel, Kuwait, Lao, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, South Korea, Sudan, Singapore, Syria, Spain, Taiwan, Uganda, the United Kingdom, Yemen, Zimbabwe, as well as residents of any other country where prohibited by local laws can not play their games. The Player acknowledges that some games may not be available in all countries. In addition to the countries listed above, games offered by NetEnt are not available in Belgium, Bulgaria, Canada, Denmark, Estonia, France, Italy, Mexico, Portugal, Romania, Spain, United Kingdom. NetEnt games Guns & Roses, Jimi Hendrix & Motorhead are further not permitted in the following countries: Australia, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Tunisia, Turkey & Ukraine; game Aliens is further not permitted in Japan, while Universal Monsters, Scarface, and South Park can be only played in the following countries: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Austria, Cyprus, Czech Republic, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden.

Remote Gaming or Betting

10.1 Where You are accessing the Services via an electronic form of communication You should be aware that:

10.1.1 In relation to Your use of the Website for the placing of bets or playing of games:

10.1.1.1 You may be using a connection or equipment which is slower than such equipment used by others and this may affect Your performance in time critical events offered via the Website;

10.1.1.2 You may encounter system flaws, faults, errors or service interruption which will be dealt with in accordance with paragraph 18 (Failure);

10.1.1.3 The Game Rules for each event or game offered via the Website are available and should be considered by You prior to Your use of the Services offered via the Website; and

10.1.1.4 In games offered via the Website which benefit from more players or greater liquidity we may deploy automated players (“Bots”)(whose usernames will be “bot”) who are pre-programmed to play and join in with the game in order to assist the liquidity or the number of players gaming, although we will not use Bots without making such usage clear to You. We can categorically confirm that We do not deploy Bots in our Poker software and will take active steps in conjunction with our software providers to prevent their usage by any users of the Services; and

10.1.2 In relation to Your use of the Services, if You are betting on an “in running” event, You may not at any relevant time be able to see or otherwise be provided with the most upto- date information in relation to the relevant event. We shall not be liable to You in respect of any losses suffered or costs incurred by You as a result of any delay in the transmission of information relating to any “in running” event.

Refund Policy

11.1 Players shall not treat the gaming account as a bank account, nor expect interest on their deposits. All deposits are for entertainment purposes only and not to be considered as business transactions. Hence if a player is making a deposit then they need to rollover 1X of their deposit. In cases where refunds need to be made, following rules shall apply.

11.2 Any refund request must be made within 24 hours of the purchase by a written request to payment@joya.casino. Players need to furnish the below details: • The valid reason for Refund Claim • Front copy of credit/debit card used for making the transaction, valid photo id proof and address proof.

11.3 After receiving the email, we will investigate the request; standard processing time is 3-4 working days from the date of request. In case the refund request has been accepted, following charges apply: A 5% fee on the deposit amount

11.4 A €5 admin fee per request

11.5 Refund will be counted on basis of remaining balance in the account leaving winnings apart. Rollover done by player and winnings derived from the particular deposit will not be considered for refunds.

Collusion, Cheating, Fraud and Criminal Activity

12.1 The following practices (or any of them) in relation to the Services: Abuse of bonuses or other promotions; and/or Using unfair external factors or influences (commonly known as cheating); and/or Taking unfair advantage; Opening any Duplicate Accounts; and/or undertaking fraudulent practice or criminal activity, Constitute “Prohibited Practices” and are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion.

12.2 If You suspect a person is engaged in any Prohibited Practice, You shall as soon as reasonably practicable report it to us by e-mailing us or telephoning Customer Services.

12.3 You agree that You shall not participate in or be connected with any form of Prohibited Practice in connection with Your access to or use of the Services.

12.4 If:

12.4.1 We have reasonable grounds to believe that You have participated in or have been connected with any form of Prohibited Practice (and the basis of our belief shall include the use by us (and by our gaming partners and our other suppliers) of any fraud, cheating and collusion detection practices which are used in the gambling and gaming industry at the relevant time); or

12.4.2 We become aware that You have “charged back” or denied any of the purchases or deposits that You made to Your Account; or

12.4.3 In our reasonable opinion your continued use of the Services may be detrimental to our regulated status, including our continued ability to be licensed by the Gambling Commission and/or the Curaçao Gambling Commissioner; or

12.4.4 You become bankrupt or suffer analogous proceedings anywhere in the world, then, (including in connection with any suspension and/or termination of Your Account) we shall have the right, in respect of Your Account (and/or any other account held by You with an Operator Group company) to withhold the whole or part of the balance and/or recover from the account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in this paragraph 12.4. The rights set out in this paragraph 12.4 are without prejudice to any other rights (including any common law rights) that we may have against You, whether under the Terms of Use or otherwise

12.5 For the purposes of this paragraph:

12.5.1 “fraudulent practice” means any fraudulent activity engaged in by You or by any person acting on Your behalf or in collusion with You, and shall include, without limitation: (a) fraudulent charge-backs and rake-back activity; (b) the use by You or any other person who was participating in the same game as You at any time, of a stolen, cloned or otherwise unauthorized credit or debit card, as a source of funds; © the collusion by You with others in order to gain an unfair advantage (including through bonus schemes or similar incentives offered by us); (d) any attempt to register false or misleading account information; and (e) any actual or attempted act by You which is reasonably deemed by us to be illegal in any applicable jurisdiction, made in bad faith, or intended to defraud us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us any damage or harm;

12.5.2 “Criminal activity” shall include, without limitation, money laundering and any other offence

12.5.3 “Unfair advantage” shall include, without limitation:

12.5.3.1 The exploitation of a fault, loophole or error in our or any third party's software used by You in connection with the Services (including in respect of any game);

12.5.3.2 The use of any Bots for skill games (including but not limited to, those skill games appearing under the Skill tab or Games tab) and Bots for any other use which would otherwise constitute any other Prohibited Practices;

12.5.3.3 The use of third party software or analysis systems; or

12.5.3.4 The exploitation by You, of an Error as defined in paragraph 19.1 below, in any case either to Your advantage and/or to the disadvantage of us or others.

12.6 In exercising any of our rights under paragraph 12.4 in relation to a Prohibited Practice, we shall use all reasonable endeavors to ensure that, while complying with our regulatory and other legal obligations, we exercise such rights in a manner which is fair to You and to our other customers.

12.7 We reserve the right to inform relevant authorities, 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 Prohibited Practice by You, and You shall cooperate fully with us to investigate any such activity.

Closure of Your Account; Termination of the Terms of Use

Closure and Termination by You

13.1 Provided that Your Account does not show that a balance is due to us, You are entitled to close Your Account and terminate the Terms of Use on not less than twenty four hours' notice to us at any time, by contacting us through Customer Services, details of which can be found in the Contact Us and Help section of the Website:

13.1.1 Indicating Your wish to close Your Account; and

13.1.2 Stating the reasons why You wish to close Your Account, in particular if You are doing so because of concerns over the level of Your use of the same. We will respond to Your request, confirming closure of Your Account and the date on which such closure will be effective, within a reasonable time, provided that You continue to assume responsibility for all activity on Your Account until such closure has been carried out by us (at which point the Terms of Use shall terminate).

13.2 When You request closure of Your Account under paragraph 13.1 we will, subject to paragraph 13.3, return any outstanding balance in Your Account to You.

13.3 Upon any termination of Your Account under this paragraph 13 we shall be entitled (without limiting our rights under paragraph 13.6) to withhold, from the repayment of the outstanding balance on Your Account, any money: (a) pursuant to paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity); (b) pursuant to paragraph 20 (Breach of the Terms of Use); © as otherwise provided by the Terms of Use (including, as appropriate, paragraph 5.4); or (d) as required by law or regulation.

13.4 When repaying the outstanding balance on Your Account, we shall use the same method of payment which You provided upon registration of Your Account, or such other payment method as we may reasonably select.

13.5 Where You have closed Your Account, we may in certain circumstances be able to re-open Your Account with the same account details as before if You request us to do so. In such circumstances, while Your Account will have the same account details as before, it will be subject to the Terms of Use which are in force at the date of any such reopening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid.

Closure and Termination by us

13.6 We are, at any time (and notwithstanding any other provisions contained in the Terms of Use), entitled to close Your Account and terminate the Terms of Use on written notice (or attempted notice) to You using Your Contact Details. In the event of any such termination by us we shall, subject to paragraph 13.7, as soon as reasonably practicable following a request by You, refund the balance of Your Account.

13.7 Where we close Your Account and terminate the Terms of Use pursuant to paragraph 12 (Collusion, Cheating, Fraud and Criminal Activity) or paragraph 21 (Breach of the Terms of Use), the balance of Your Account will be non-refundable and deemed to be forfeited by You to the extent of any claim that we may have against You as at the date of such closure (whether under Your Account, a Duplicate Account or otherwise). Closure of Your Account and Termination of the Terms of Use, other than pursuant to paragraphs 12 or 21 of these General Terms, will not affect any outstanding bets, provided that such outstanding bets are valid and You are not in breach of the Terms of Use in any way. For the avoidance of doubt, we will not credit any bonuses into Your Account, nor will You be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms of Use, or in response to Your request).

Suspension by us

13.8 We shall be entitled to suspend Your Account in the circumstances expressly set out in the Terms of Use. Upon the suspension of Your Account: (a) no activity shall be permitted (including deposits, withdrawals, betting or gaming) until the date upon which it is re-activated by us; (b) no bonuses or contingent winnings will be credited to the Account; and © we shall address the issue that has given rise to the Account suspension with a view to resolving it as soon as reasonably practicable so that the Account can, as appropriate, either be re-activated or closed.

Access to, and use of, the Services

14.1 You are solely responsible for the supply and maintenance of all of Your Access Devices and related equipment and telecommunications networks and internet access services that You need to use in order to access the Services. We will not be liable in any way whatsoever for any losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise)

by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, the Operator does not make any representation or give any warranty as to the compatibility of the Services with any particular third party software or hardware, including (for the avoidance of doubt) third party analysis or 'Bot' programmers which promise certain results from any of the Services.

14.2 Under no circumstances should You use the Services for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offence. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, including other users, via the Website, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any Operator staff used to provide the Services, Customer Services, or any helpdesk or support function which we make available to You.

14.3 You shall use the Website for personal entertainment only and shall not be allowed to provide access or reproduce the Website or any part of it in any form whatsoever without our express consent, including creating links to it.

14.4 You shall be solely liable in respect of any content uploaded by You onto the Website ("Uploaded Content") and, in uploading any such content, You represent and warrant that:

14.4.1 You have obtained all necessary approvals, consents, licenses and permissions required in respect of the Uploaded Content and that the reproduction of the Uploaded Content on the Website will not infringe the copyright, trade mark, confidential information or any other intellectual property rights whatsoever of any third party;

14.4.2 The Uploaded Content will not contain any material in breach of paragraph 14.2 or any code in breach of paragraph 14.3;

14.4.3 The Uploaded Content will comply with all laws and regulations (including, in particular, those relating to data protection and privacy); and

14.4.4 The Operator is entitled to use and sub-license the use of the Uploaded Content at its sole discretion.

14.5 Any material (other than Software under paragraph 16) downloaded by You from the Website shall be downloaded entirely at Your own risk and the Operator shall not be liable in respect of any loss of data or other damage caused by any such download.

14.6 Where we have reason to believe that Your use of the Services is in breach of any of paragraphs we shall, without prejudice to any of our other rights, be entitled forthwith to remove from the Website any offending content.

Betting and gaming Terms

15.1 Expressions used in the betting and gaming industry are numerous. Where appropriate, a glossary explaining the meaning of commonly used betting and gaming expressions is available in the Help section of the Website. Should You be in any doubt as to the meaning of any expression, You should:

15.1.1 look up its meaning in the Help section relating to the event or game You are betting or gaming on;

15.1.2 If You are still in any doubt, contact Customer Services for clarification; and

15.1.3 Not place any bet or game on any event until its meaning is understood to Your satisfaction, Because we cannot accept any responsibility if You place a bet or game via the products offered via the Services in circumstances where You do not understand any of the terms involved in or relating to the bet or game.

15.2 Players are not permitted to use bonus funds to play progressive slots and subsequently switch to playing with their own deposit funds, as this creates unfair gaming environment. This practice restricts further participation in the game to ensure fairness for all players.

Alternation of the Website

We may, in our absolute discretion, alter or amend any product or service (including any prices offered) available through the Website at any time for the purpose of ensuring the ongoing provision of the Website, but without prejudice to any games and/or bets already in progress at the time of such amendment. From time to time, we may restrict You from accessing some parts of the Website for the purpose of maintenance of the Website and/or alteration or amendment of any of the games and/or products available through the Website.

Third party Software

17.1 In order to use the products offered through the Services, You may be required to download and install software supplied by third parties on to Your Access Device (“Software”). Software may include, but is not limited to: Access Device applications, our download Casino and Poker products and any promotional, marketing and/or facility applications, products and software.

17.2 In such circumstances, You may be required to enter into a separate agreement with the owner or licensor of such Software in respect of Your use of the same (a “Third Party Software Agreement”). In case of any inconsistency between the Terms of Use and any Third Party Software Agreement, the Terms of Use will prevail in so far as the inconsistency relates to the relationship between You and the Operator.

17.3 It is Your responsibility to ensure that any Software is downloaded onto Your Access Device in a manner compatible with Your own Access Device’s specific set-up. For the avoidance of doubt, we shall not be liable to the extent that the incorrect downloading of any Software has an adverse effect on the operation of Your Access Device.

17.4 Notwithstanding that the Services provided via any Access Device application shall be subject to the Terms of Use, the terms under which any application (“App”) is downloaded or installed onto Your Access Device shall be governed by the agreement entered into between You and the supplier of the relevant App but, in case of any inconsistency between the Terms of Use and any such agreement, the Terms of Use will prevail in so far as the inconsistency relates to the relationship between You and the Operator.

Use of Special Software (AI)

18.1 In the event of systems or communications errors relating to the generation of any result, bet settlement or any other element of a Game, we will not be liable to you as a result of any such errors and we reserve the right to void all related bets and plays on the Game in question.

18.2 In the event that a system malfunction results in profit, whether it is collected or credited to your account, we reserve the right to claim all gains that you may have benefited from, as a result of one of those malfunctions, and you would be obliged to immediately reimburse the amount collected and inform us of the malfunction. We reserve the right, at our sole discretion, to directly deduct an amount equal to that which you may have received in error from your account.

18.3 Disconnection, Misuse and Malfunction

18.3.1 We, our affiliates, agents and licensors accept no responsibility and will not be liable for any loss resulting from delays or interruptions to play due to failure, breakdown, malfunction, interruption of or disconnection from the games server or any other causes over which we or they have no control.

18.3.2 Misuse, disconnection or system malfunction voids all bets, plays and pays.

18.3.3 You certify that in what pertains to the services provided by us, you will not use or attempt to use any strategy that takes advantage of any software bug or failure and to not use or attempt to use artificial intelligence to get any advantage while playing.

18.3.4 In the event that we reasonably determine that you used or attempted to use a product endowed with artificial intelligence in conjunction with our Website or services, we reserve the right to rescind or block your account immediately, to not reimburse the amount credited to your account, and prohibit your access to all other Websites, Services and Applications offered by us.

18.3.5 Should we have any reason to believe that either an account or group of accounts are operating systematically, e.g. using specific betting techniques or group wagering, we reserve the right to block or permanently close all accounts. In these circumstances, we will not be under any obligation to refund you any money in your account, with the exception of the amount you originally deposited, should this amount still be present.

18.3.6 If any of the casino games, that are hosted on Joya.Casino, don't show winnings, losses and/or bets on live feed within 3 seconds as the change occurs, Joya.Casino is not in obligation to pay winnings to users with the mentioned issues.

Errors or Omissions

19.1 A number of circumstances may arise where a bet or wager is accepted, or a payment is made, by us in error. A non-exhaustive list of such circumstances is as follows:

19.1.1 Where we mis-state any odds or terms of a bet or gaming wager to You as a result of obvious error or omission in inputting the information or setting up a market, or as a result of a computer malfunction;

19.1.2 Where we have made a 'palpable error'. A palpable error occurs where:

19.1.2.1 In relation to bets placed prior to an event taking place, the prices/terms offered are materially different from those available in the general market; or

19.1.2.2 In relation to any event, the price/terms offered at the time the bet is placed are clearly incorrect given the probability of the event occurring;

19.1.3 Where we have continued to accept bets on a market which should have been suspended, including where the relevant event is in progress (except where 'in-running' bets are accepted) or had already finished (sometimes referred to as 'late bets');

19.1.4 Where an error has been made as a result of a Prohibited Practice under paragraph 12.1;

19.1.5 Where we should not have accepted, or have the right to cancel or re-settle, a bet pursuant to the Betting Rules (for example due to 'Related Contingencies');

19.1.6 Where an error is made by us as to the amount of winnings/returns that are paid to You, including as a result of a manual or computer input error; or

19.1.7 Where an error has been made by us as to the amount of free bets and/or bonuses that are credited to Your Account, any such circumstances being referred to as an "Error".

19.2 We reserve the right to:

19.2.1 Correct any Error made on a bet placed and re-settle the same at the correct price or terms which were available or should have been available through the Operator (absent the publishing error) at the time that the bet was placed and the bet will be deemed to have taken place on the terms which were usual for that bet; or

19.2.2 Where it is not reasonably practicable to correct and re-settle under 19.2.1 above, to declare the bet void and return Your stake into Your Account; or

19.2.3 In circumstances where the Error has resulted from a Prohibited Practice

19.3 Any money which are credited to Your Account, or paid to You as a result of an Error shall be deemed, pending resolution under paragraph 19, to be held by You on trust for us and shall be immediately repaid to us when a demand for payment is made by us to You. Where such circumstances

exist, if You have money in Your Account we may reclaim these money from Your Account pursuant to paragraph 7.4. We agree that we shall use all reasonable endeavors to detect any Errors and inform You of them as soon as reasonably practicable.

19.4 Neither we (including our employees or agents) nor our partners or suppliers shall be liable for any loss, including loss of winnings, that results from any Error by us or an error by You.

19.5 You shall inform us as soon as reasonably practicable should You become aware of any Error.

19.6 Where You have used monies which have been credited to Your Account or awarded to You as a result of an Error to place subsequent bets or play games, we may cancel such bets and/or withhold any winnings which You may have won with such monies, and if we have paid out on any such bets or gaming activities, such amounts shall be deemed to be held by You on trust for us and You shall immediately repay to us any such amounts when a demand for repayment is made by us to You.

Exclusion of Our Liability

20.1 Your access to and use of the Services is at Your sole option, discretion and risk. We shall not be liable for any attempts by You to use the Services by methods, means or ways not intended by us.

20.2 We will provide the Services with reasonable skill and care and substantially as described in the Terms of Use. We do not make any other promises or warranties regarding the Services, or any products or services forming a part of the Services, and hereby exclude (to the extent permitted by law) all implied warranties in respect of the same (including implied warranties as to satisfactory quality and/or fitness for Your purpose). In particular, we do not warrant that the Website will have uninterrupted availability or that it will be free of bugs, viruses or other errors.

20.3 Save as provided in our betting rules and subject to paragraph 20.5, our maximum liability (including that of our group companies, affiliates, officers, directors, agents and employees) arising out of your use of the services (or any part of the services and whether utilising the website or telebetting), whether such liability arises under breach of contract, tort (including negligence), or otherwise, will be limited to:

20.3.1 Where our liability relates to a bet or stake, the amount of the bet or stake placed by you in respect of which our liability has arisen;

20.3.2 Where our liability relates to the misapplication of funds, the amount of money in your account that has been misplaced by us; and

20.3.3 In respect of any other liability of the operator,

20.4 We (including our group companies, affiliates, officers, directors, agents and employees) shall not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, in respect of any:

20.4.1 Loss of data;

20.4.2 Loss of profits;

20.4.3 Loss of revenue;

20.4.4 Loss of business opportunity;

20.4.5 Loss of or damage to goodwill or reputation;

20.4.6 Business interruption; or

20.4.7 Any indirect, special or consequential loss or damage, even where such loss or damage has been notified to us as being possible, arising out of the terms of use or any use whatsoever by you of the services.

20.5 Nothing in the terms of use will operate so as to exclude any liability which we may have in respect of:

20.5.1 Fraud (including fraudulent misrepresentation); or

20.5.2 Death or personal injury caused by our negligence.

Breach of the Terms of Use

21.1 You will fully indemnify, defend and hold us and our officers, directors, employees, agents, contractors and suppliers harmless from and against any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however caused, that may arise, whether or not reasonably foreseeable, as a result of or in connection with:

21.1.1 The access to and use of the Services by You or by anyone else using Your username and password; and/or

21.1.2 Any breach by You of any of the terms and provisions of the Terms of Use.

21.2 Where You are in breach of the Terms of Use, we may at our sole discretion, prior to any suspension or termination of Your Account, notify You (using Your Contact Details) that You are in breach, requiring You to stop the relevant act or failure to act, and/or requiring You to put right an act or fault on Your part and warning You of our intended action if You do not do so, provided always that such notification shall not be a precondition to any suspension or termination of Your Account.

21.3 We have the right to disable any user identification code or password, whether chosen by Your allocated by us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of the Terms of Use.

21.4 In addition to any other remedy available, if You breach any of the Terms of Use we shall be entitled to recover from Your Account any positive balance to the extent of any amount reasonably claimed against You pursuant to paragraph 20.1.

Intellectual Property Rights

22.1 All website design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software and all other material forming part of the Services are subject to copyright and other proprietary rights which are either owned by us or used under license from third party rights owners. To the extent that any material comprised within the Services may be downloaded or printed then such material may be downloaded to a single device only (and hard copies may be printed) solely for Your own personal, non-commercial use.

22.2 Under no circumstances shall the use of the Services grant to You any interest in any intellectual property rights (for example copyright, know-how or trade marks) owned by us or by any third party whatsoever, other than a personal, non-exclusive, non-sublicensable license to use such intellectual property rights in connection with Your personal, non-commercial use of the Services pursuant to the Terms of Use.

22.3 No rights whatsoever are granted to use or reproduce any trade marks or logos which appear on the Website except as specifically permitted in accordance with the Terms of Use.

22.4 You must not, nor must You allow any other person to copy, store, publish, rent, license, sell, distribute, alter, add to, delete, remove or tamper with the Website or any part of it in any way or directly or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter the Website, other than in the course of viewing or using the Website in accordance with the Terms of Use.

22.5 All intellectual property rights in the name “Joya Casino”, the logos, designs, trade marks and other distinctive brand features of the Operator and any content provided by the Operator or any third party for inclusion on the Website vest in the Operator or the applicable third party. You agree not to display or use such logos, designs, trade marks and other distinctive brand features in any manner without our prior written consent.

Viruses, Hacking and Other Offences

23.1 You shall not:

23.1.1 corrupt the Website;

23.1.2 Attempt to gain unauthorized access to the Website, the servers on which the Website is stored or any server, computer or database connected to the Website;

23.1.3 Flood the Website with information, multiple submissions or “spam”;

23.1.4 Knowingly or negligently 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, Trojans, logic bombs or similar material that is malicious or harmful;

23.1.5 Interfere or tamper with, remove or otherwise alter in any way, any information in any form which is included on the Website;

23.1.6 Attack the Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any suspected breach of the Computer Misuse Act 1990 to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.

23.2 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your Access Device and related equipment, computer programs, data or other proprietary material due to Your use of the Website or to Your downloading of any material posted on such Website, or on any website linked to the Website.

23.3 Joya.Casino do not accept any scam traffic, fake bots, fake clicks or bots clicks from any sources whatsoever.

Your Personal Information

24.1 All information on Your Account held by us is securely data warehoused and remains confidential except where otherwise stated in the Terms of Use (including, for the avoidance of doubt, the Privacy Policy).

24.2 We are required by law (in particular the Data Protection Act 2004) to comply with data protection requirements in the way in which we use any personal information collected from You in Your use of the Services. We therefore take very seriously our obligations in relation to the way in which we use Your personal information.

24.3 Prior to Your use of and when You use the Services it will be necessary for us to collect certain information about You, including Your name and date of birth, Your Contact Details, and may also include information about Your marketing preferences (all of which shall be known as "Your Personal Information").

24.4 By providing us with Your Personal Information, You consent to our processing Your Personal Information, including any of the same which is particularly sensitive:

24.4.1 For the purposes set out in the Terms of Use (including the Privacy Policy); and

24.4.2 For other purposes where we need to process Your Personal Information for the purposes of operating the Services, including by sharing it with our service providers and agents for these purposes, for example to our providers of postal services, marketing services and Customer Services agents. We may also disclose Your Personal Information in order to comply with a legal or regulatory obligation.

24.5 We may retain copies of any communications that You send to us (including copies of any emails) in order to maintain accurate records of the information that we have received from You.

Use of "Cookies" on the Website

25.1 The Website uses 'cookies' to track Your use of the internet and to assist the functionality of the Website. A cookie is a small file of text which is downloaded onto Your Access Device when You access

the Website and it allows us to recognize when You come back to the Website. We use cookies for the operation of the Website, including (for example) to allow You to remain logged in as You browse between, and use Your Account to bet on or play games on, different parts of the Website. We also use cookies for our own analytical purposes so that we can identify where customers have encountered technical problems on the Website, and therefore help us improve our customers' experience.

25.2 If You object to cookies or want to delete any cookies that are already stored on Your Access Device, we recommend that You follow the instructions for deleting existing cookies and disabling future cookies on Your file management and internet browsing software. Further information on deleting or controlling cookies is available within our Privacy Policy or at www.aboutcookies.org. Please note that by deleting our cookies or disabling future cookies You may not be able to access certain areas or features of the Website.

Complaints and Notices

26.1 No claim or dispute with regard to:

26.1.1 The acceptance or settlement of a bet which You have made using the Services will be considered more than thirty days after the date of the original transaction; and

26.1.2 A game which You have played using the Services will be considered more than twelve weeks after the date on which the relevant transaction or game play took place.

26.2 Should You wish to make a complaint regarding the Services, as a first step You should, as soon as reasonably practicable, contact Customer Services about Your complaint, which will be escalated as necessary within our Customer Services team until resolution.

26.3 If there is a dispute arising from the Terms of Use which cannot be resolved by Customer Services having been escalated in accordance with paragraph 26.2, You can request that the matter be addressed by a manager or supervisor. We will endeavor to resolve the matter to Your satisfaction either immediately or by contacting You subsequently.

26.4 You acknowledge that our random number generator will determine the outcome of the games played through the Services and You accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the result that appears on Your screen and the game server used by the Operator, the result that appears 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.

26.5 When we wish to contact You, we may do so using any of Your Contact Details. Notices will be deemed to have been properly served and received by You immediately after an email is sent or after we have communicated with You directly by telephone (including where we leave You a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the

post; in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

Transfer of Rights and Obligations

27.1 We reserve the right to transfer, assign, sublicense or pledge the Terms of Use (an “assignment”), in whole or in part, to any person without notice to You, provided that any such assignment will be on the same terms or terms that are no less advantageous to You.

27.2 Your Rights or obligations under the Terms of Use can not be assigned, sublicensed or otherwise transferred in any matter whatsoever

Events Outside Our Control

28.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms of Use that is caused by events outside our reasonable control, including (without limitation) any telecommunications network failures, power failures, failures in third party computer (or other) equipment, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities (a “Force Majeure Event”).

28.2 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

Waiver

29.1 If we fail to insist upon strict performance of any of Your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

29.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

29.3 No waiver by us of any of the provisions of the Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing in accordance with paragraph 25 (Complaints and Notices) above.

Severability

30.1 If any of the Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

30.2 In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, the Operator's original intent.

Arbitration

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

Entire Agreement

31.1 The Terms of Use and any document expressly referred to in them represent the entire agreement between You and us and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

31.2 We each acknowledge that neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in the Terms of Use.

31.3 Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in the Terms of Use.

Third Party Rights

32.1 With the exception of the Operator's Group companies, unless these Terms of Use expressly state otherwise:

32.1.1 a person who is not a party to these Terms of Use has no right to enforce any of the terms under the Contracts (Rights of Third Parties) Act 1999; and

32.1.2 if a person who is not a party to these Terms of Use is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, we may rescind or vary these Terms of Use at our sole discretion (and any documents entered into pursuant to or in connection with it) without Your consent or the consent of that person.

Casino

1. Please read the rules provided in the game before you read.
2. There is a lot of different terminologies used in the betting industry. If you don't understand or if you are not sure about the meaning of an expression, you should not place a bet in the game until you understand what does that expression means. joya.casino will not be responsible for bets that were placed by you in the games that use terminology that you are not familiar with.

3. If you start to play, that means that you accept the rules of the game you have selected.
4. It is prohibited to enter into collusion to participate, directly or indirectly, in any scheme with any other player in the course of any game you participate.
5. A bet is considered accepted after it has registered on the server and has been confirmed online. Registered bets can't be canceled.
6. Your stake cannot exceed your current account balance. Once a bet has been registered, the stake is debited from the account. The winnings are credited to your account after the bet has been settled.
7. No disputes or complaints about the acceptance or settlement of bets shall be accepted upon the expiry of 7 (seven) calendar days from the date of the transaction.
8. If you have a complaint regarding the work of the Service, you must contact Customer Support as soon as possible. If necessary, your complaint will be forwarded and reviewed for the final decision.
9. You acknowledge that our random number generator (RNG) will determine the outcome of the games played through the bookmaker and you accept the outcomes of all such games. You agree that in the event of a discrepancy between the result that appears on your screen and the result displayed on the game server, the result that appears on the game server will prevail. You agree and acknowledge that our technical 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.
10. If there are any issues, problems, or queries that might arise, please contact support@joya.casino

Promotions

Bonuses

1. The bonus is a deal between the bookmaker and the customer. The bookmaker provides the customer with funds for the game, and the customer takes responsibility and agrees to satisfy the wagering requirement before requesting the withdrawal of the funds.
2. Bonuses could have additional terms and requirements, so before activation of a bonus, we advise that you read them carefully so you get complete information and avoid any misunderstandings.
3. There can only be one active bonus on an account at any time. Bonuses related to deposits are not cumulative. The next bonus will become available after an earlier bonus is redeemed or revoked.
4. Bonuses can only be used by one customer, on one device, at one IP address, in one browser.
5. Bonuses are available only for the players that have fully completed personal information in their account. The minimum deposit amount for participation in the bonus offer depends on the bonus that is chosen.

6. Unless otherwise stated in specific bonus terms, the maximum cashout amount for any NO deposit bonus (giveaways, freespins, etc) is €50.

7. The bonus and the winnings received from it will be lost or forfeited upon the expiry of the bonus. The validity period for the bonus is 30 (thirty) days from the date of the bonus being issued.

8. Bonus free spins and their validity will depend on the provider and is not subject to regulation by the bookmaker.

9. joya.casino is entitled to change the terms and conditions of bonuses, to suspend or terminate them at any time.

10. The General Terms and Conditions apply.

11. With an active Bonus only following games can be played: Non-Progressive Slots and Keno. In case of a breach of this term, the bonus and all winnings generated from the bonus will be forfeited.

Wagering Requirement

1. While a bonus is activated you have the right to place bets using funds, both on your bonus account and on your main account. Any request for withdrawal while there is an active bonus on the account will be declined until the wagering requirement is met in full or until you reject the bonus.

2. To redeem the bonus, you need to place a required amount in bets. If not stated otherwise, you are required to place bets with the total stake equal to the amount of the bonus multiplied a specific number of times. The wagering requirement = bonus amount x required number of times.

3. All deposit bonuses must be redeemed by wagering the bonus amount.

4. Money deposits need to be used for gaming activities. All deposits need to be wagered at least 1x before asking for a withdrawal.

5. Until the play-through requirements have been met, the maximum bet that is allowed to be placed is €10.

6. Bonuses are available only for the players that have fully completed Different games contribute to a different percentage towards the wagering requirements. Slots contribute 100%, while all table games, video poker games, live games contribute 5%.

7. All no deposit bonuses need to be wagered 40x times before they can be withdrawn

8. If a player tries to withdraw funds when there is an unwagered bonus(es), the unwagered bonus fund will be forfeited.

9. All winnings received from playing using bonus funds and requested for withdrawal are to be verified by the Company before the payment is processed. Depending on the outcome of the verification, the

Company reserves the right to request the customer provide their personal data and payment method confirmation details.

Bonus cancellation

1. Every player can decline all or any individual promotions by contacting Customer support at support@joya.casino
2. When canceling a bonus, your bonus balance hits 0 (zero) and you do not need to meet wagering requirements any longer.
3. The player can decline to continue meeting bonus wagering requirements. If the bonus has been declined after it was partially redeemed, any winnings generated while redeeming the bonus will be canceled

Abuse of bonuses

1. All offers and bonuses are limited to one person, household, family, email address, telephone number, same payment account number (e.g. NETeller, credit card, debit card, etc.), IP, or shared computer e.g. public library, university, or workplace.
2. We reserve the right not to pay users using disposable e-mail addresses.
3. When playing with bonus funds it is prohibited to excessively postpone any game rounds, namely free spins and bonus games. Failure to comply with this rule leads to voiding winnings and forfeit of the active balance in the account.
4. When playing with an active bonus it is prohibited to use strategies for completing bonus wagering requirements, including collecting scatters to get free spins using the bonus balance and subsequently to receive free spins to the real balance.
5. If we have reasonable grounds to believe that the player is using such strategies, then the Administration reserves the right to void all the players' winnings.
6. When abuse of bonuses by a customer is identified, the bookmaker is entitled to apply the following measures to the customer: canceling all existing bonuses and bonus winnings; blocking the customer's account.
7. The player is advised to provide their actual telephone number during registration, as the joya.casino might use it to confirm your identity. If it is not possible to get in touch with you, joya.casino is entitled to apply restrictions on the use of bonuses, as well as to block your account.

Errors or omissions

1. In the event of malfunction of computer software or hardware which is used by us, we will use reasonable endeavors to rectify the problem as soon as possible. If such problems cause a game to be interrupted to the extent that it cannot be restarted from exactly the same moment it is interrupted

without irreversible loss of data, we will apply the most reasonable and fair policies to this situation (which may include reinstating your account balance as it appeared before the last bet was logged on the operator's server immediately prior to the occurrence of the problem).

2. If as a result of an error funds have been credited to your account and you use these funds to place bets or to participate in games, we may cancel such bets and/or withhold any winnings that were received using such funds. If we have paid your winning received from such bets or games, the bookmaker is entitled to have them returned.

3. If you place a bet on a live event, you may not be able to see or otherwise obtain the latest information about the event in the relevant period of time. The bookmaker is not liable to you for any losses that you incur as a result of a delay in the transmission of information relating to any event.

4. You are solely responsible for the speed of your internet connection and the state of the equipment you use to access the internet. The bookmaker does not accept any liability for any losses that you incur (as a result of loss of service, poor internet connection or otherwise) due to the internet service providers or telecommunication service providers which you use to access the Service.

Force majeure events

1. The bookmaker will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under the Terms and Conditions that is caused by events outside our reasonable control, including, without limitation, interruption in telecommunication networks, problems with electricity, problems with computers belonging to third parties, fire, lightning, explosions, floods, extreme weather conditions, strikes and blockages, terrorist acts, acts of government or other competent authorities ("Force Majeure").

2. Our performance is deemed to be suspended for the Force Majeure period. We will use our reasonable endeavors to bring the Force Majeure event to a close or to find a solution by which the bookmaker obligations may be performed despite the Force Majeure event.