



TERMS AND CONDITIONS

The Terms and Conditions Version 1.6 stipulated below are effective as of 28.01.2019. Before using the website spinia.com, please read Terms and Conditions carefully. The fact of using the website confirms your consent with the Terms and Conditions. The laws of Malta apply to the Terms and Conditions. In case there are other language versions of the Terms available, the English version will always prevail. We may at times provide additional games not licensed and regulated by the Malta Gaming Authority. Such games will be clearly indicated during the gameplay. Regardless of games played, all deposits and withdrawals are the sole responsibility of Company and Company has full responsibility towards the player for the management of funds on the user account.

Spinia.com is owned and operated by N1 Interactive Ltd, a company incorporated under the laws of Malta with registration number C 81457 and registered address at 27, Triq Torri Wejter, Birkirkara, Malta. Spinia casino is licensed and regulated by the Malta Gaming Authority under the licences: MGA/B2C/394/2017 (issued on 01.08.2018).

Gambling can be addictive. Play responsibly. Spinia casino only accepts customers over 18 years of age.

CHANGES OF TERMS AND CONDITIONS

Effective from: 15.11.2018 Last updated: 28.01.2019 Current Terms and Conditions may be changed by the Company when such need occurs. The Company will notify the players of any material changes. However, we also recommend that you visit the Terms and Conditions page regularly to check for possible updates. In case the Terms and Conditions undergo any material changes, you must re-confirm acceptance before the changes come into effect and you are able to place bets on the Website.

WHO CAN PLAY

The website accepts players only from those countries and geographic regions where online gambling is allowed by law.

You are solely responsible for determining whether your accessing and/or use of the website is compliant with applicable laws in your jurisdiction and you warrant to us that gambling is not illegal in the territory where you reside. Any claim against the Company brought by you for any reason whatsoever in regard to the above mentioned will be considered void and shall not be accepted.

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.

Players from Slovenia, Latvia, the United States of America, Australia, Belgium, the United Kingdom, Estonia, Italy,

France, Turkey, Spain, Slovakia, Anguilla, Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, French Polynesia, Wallis and Futuna, New Caledonia, Saint Martin, Czech Republic, the Republic of Lithuania, Portugal, Belarus are prohibited from playing real money wagering games at Spinia Casino. In case VPN connection is used to access Spinia Casino from a region where gambling is forbidden, or from a restricted country, the casino administration reserves the right to block such an account and confiscate all the funds. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that player breaches this Restricted Countries policy. Also please note that players from Canada are not allowed to play NYX (NextGen) games.

The website only accepts adult players (the minimal 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 the age limitation for online gambling. 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's account to those players who fail to meet this requirement.

When you play casino slots developed by NetEnt, NetEnt's privacy policy also applies. It can be found here: NetEnt Privacy Policy (<https://www.netent.com/en/netent-privacy-policy-eu/>)

ACCEPTED CURRENCIES:

The website allows playing for CURRENCIES:

EUR

USD

CAD

RUB

NOK

PLN

NZD

FEES AND TAXES

The player is fully responsible for paying all fees and taxes applied to their winnings according to the laws of the jurisdiction of player's residence. All deposits need to be wagered x3 before withdrawal.

GAME RULES

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.

AVAILABILITY OF GAMES

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.

NetEnt games are unavailable for Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Lao, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Sri Lanka, Singapore, Sudan, Switzerland, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe, as well as Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Spain, United States of America and the United Kingdom.

In addition to the above, Jumanji, Emoji planet, Guns & Roses, Jimi Hendrix & Motörhead, Planet of the Apes, Vikings, Narcos are unavailable in Azerbaijan, Canada, China, India, Indonesia, Malaysia, Qatar, Russia, South Korea, Thailand, Tunisia, Turkey, Ukraine.

Additionally, Universal Monsters series (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon, The Invisible Man) and Scarface are only available in these countries: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

Players from the following countries are not eligible to win any jackpots from jackpot games offered by NetEnt (such as but not limited to Arabian Nights): Australia, Azerbaijan, China, Denmark, India, Israel, Italy, Japan, Malaysia, Qatar, Russia, Spain, Thailand, Tunisia, Turkey, United Arab Emirates, Ukraine. The Casino will make reasonable efforts to prevent players from these countries to reach the games, but if players from any of the stated countries would win the jackpot, the jackpot win will be annulled.

Players from Australia are not eligible to play the games from Amatic. Players from the following countries are not eligible to play the games from Microgaming: USA, Singapore, Italy, Denmark, South Africa, France, UK, Spain, Belgium, Australia, Taiwan, Philippines. Players from Canada are not eligible to play the games from NYX(NextGen).

DISCLAIMER OF LIABILITIES

The player is aware of the fact that gambling at the website may lead to losing money. The Company is not liable for any possible financial damage arising from the use of the website.

The Company is taking effective measures to protect player's private data from any unauthorized use and is only making it available to parties involved in providing of gambling services through the website. Notwithstanding this, the Company is not responsible for how the information is further treated by third parties, for example third party software providers or affiliates. Treatment of player's private data by such parties is subject to terms and conditions of these parties, if any.

The Company is not liable of any hardware or software, defects, unstable or lost Internet connections, or any other technical errors that may limit player's access to the website or prevent player from an uninterrupted play.

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 re-settling all the wagers at the correct terms that should have been available at the time that the wager was placed in the absence of the error.

If we mistakenly credit your Player Account with winnings that do not belong to you, whether due to a technical issue, error in the paytables, human error or otherwise, the amount will remain our property and will be deducted from your Player Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.

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

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

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

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

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.

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.

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 barring from participation in the Website.

USE OF PLAYER'S ACCOUNT

Each player can create only one (1) personal user account. Creating multiple accounts by a player ("Duplicate Accounts") can lead to termination of the accounts and suspending of all payouts. 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.

The player shall not provide access to his or her account or allow using the Website to any third party including but not limited to minors.

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

Any offensive or obscene language, as well as any commercial or promotional information, are not allowed in the "Nickname" field in the player's profile. If any violations are detected, support service members or other Company's staff may replace the contents of the "Nickname" field with something neutral. In case of a repeated violation, the player's account may be blocked and all funds confiscated.

You must maintain your account and keep your details up-to-date.

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. Until the account is fully verified, no cashouts will be processed. In case the provided phone number is incorrect, missing or false or the player will not answer the phone call, we reserve the right to confiscate your winnings and/or disable your user account. 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, the funds will be retained by the Company, since you have failed to pass the KYC procedure.

If we mistakenly credit your user account with winnings that do not belong to you, whether due to a technical, error in the pay-tables, or human error or otherwise, the amount will remain our property and will be deducted from your Player Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.

In the unlikely event of a disagreement between the result that appears on your screen and the game server, the result that appears on the game server will prevail. 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.

The Casino reserves the right to terminate games or events in exceptional circumstances further described below. Should a game miscarry or malfunction after starting due to a technical error, we shall: a) cancel the game; b) refund the amount wagered; if the account holder has an accrued credit at the time the game miscarries, credit the monetary value of the credit to the account holder's user account or, if the said account no longer exists, by paying it to the account holder in an approved manner; c) inform the regulator of the circumstances of the incident if necessary; d) refrain from further providing the games or services if such games or services are likely to be affected by the same failure.

We reserve the right to refuse the whole or part of any transaction requested by you at any time at our sole discretion. No transaction is accepted by us until you receive a confirmation that it has been accepted. If you do not receive a confirmation that your transaction has been accepted, you should contact Customer Support.

You shall compensate us in full for any claims, liabilities, costs, expenses (including legal fees) and any other charges that may arise as a result of your breach of the Terms.

ANTI-FRAUD POLICY

The Company has strict anti-fraud policy. If the player is suspected of fraudulent actions including but not limited to:

- participating in any type of collusion with other players,
- development of strategies aimed at unfaithful winnings,
- fraudulent actions against other online casinos or payment providers,
- charge back procedures with a credit card or denial of some payments made,
- other types of cheating,
- or is known to have gone bankrupt in the country of his residence,
- providing incorrect information about personal data during registration

the Company reserves the right to terminate the user account and suspend all payouts to the player. This decision is at sole discretion of the Company and the player will not be notified or informed about the reasons of such actions. The Company also reserves the right to inform the regulatory bodies of such fraudulent actions performed by the player. The administration of the casino reserves the right to call its players if regarded as a necessary part of verification. The account will not be verified and the win will not be processed till the conversation with the manager came about (the call is realized via phone number provided at the player's account).

In case the phone number is invalid or missing herewith possible fraud take place, casino reserves the right to terminate the account and confiscate the win. If the player do not get through the procedure within two weeks the account will be permanently closed and the win confiscated. Such actions may help to reduce fraudulent actions and avoid negative practice in the future.

In case the player has duplicate account with bonuses, or same ID, or used few accounts in the same browser, or same playing scheme at both accounts, casino reserves the right to terminate such accounts and withhold the win. If a customer avails of registration freespins herewith his/her county differs from IP address, the administration of the casino reserves the right to terminate such accounts and withhold the win in order to avoid negative practice in the future.

If a customer or group of customers are suspected to have taken casino offers for the purposes of abusing the promotion, Spinia Casino reserves the right to void the bonus and any winnings. Abusing of the promotion means:

- Making max allowed bets on high variance games in order to increase balance;

- Decreasing stake after big hit and switching to low variance game;

- Making deposits with only bonus promotions without free cash deposits;

- Customer bonus ratio (deposits : bonuses) is more than 50%.

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

- use of stolen cards;

- chargebacks;

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

- providing incorrect registration data;

- any other actions which may damage the Casino.

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.

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 above-mentioned

alphabets casino reserves the right to demand video verification where player shows his/her documents.

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.

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.

Please note that if you requested a withdrawal, but the sum of bets made since last deposit is less than three (3) times the size of that deposit, the Casino reserves the right to charge you the costs of transaction processing for deposit and withdrawals. This decision is at sole discretion of the Casino.

DEPOSITING

Spinia Casino offers a variety of payment methods. They include VISA and MasterCard credit and debit cards, as well as different web wallets. Please contact our support team at support@spinia.com to inquire about the payment methods which are most favorable for your country of residence.

Please note that the minimal amount of deposit is 10\$/€. The maximum amount of deposit depends on the payment method you decide to use.

Spinia Casino does not accept third party payments. You must make deposits only from an bank account, bank cards VISA/MasterCard, payment systems Skrill/NETELLER or other payment methods that is registered in your own name. If we determine during the security checks that you have violated this condition then your winnings will be confiscated and original deposit returned to the owner of the payment account, also Spinia Casino is not responsible for the lost funds deposited from third party accounts.

Your user account is not a bank account, therefore it is not insured, guaranteed, sponsored or otherwise protected by any banking insurance system. The deposits made to your user account will not earn any interest.

WITHDRAWAL / REFUND POLICY

The minimal amount for withdrawal is 20\$/€. The maximum amount for withdrawal depends on the payment method you decide to use. If the requested amount of withdrawal exceeds the limit of a particular payment system, the amount will be withdrawn in installments. Your withdrawals will be processed as soon as possible, however, please keep in mind that some payment options take up to 5 working days to process the withdrawal request.

If you have deposited via credit or debit card and the amount of withdrawal is equal or smaller to the one deposited, we reserve the right to pay the withdrawal amount back to the credit or debit card. If the amount exceeds the one deposited, the amount in excess will be paid via one of the alternative payment methods.

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.

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

For Mastercard, the following countries are supported: Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Luxembourg, Malta, Monaco, Netherlands, Norway, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, and United Kingdom.

Please note that even for supported countries the Company 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. Please note that the internal operating currency of the website is Euro. If 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 Company's payment processing system.

The Company reserves the right to check player's identity prior to processing payouts and to hold withdrawals for the time needed to check the player's identity. Please note that when cumulative withdrawals reach 2330 EUR the player verification procedure will be mandatory. In case of false personal data provided by the players, the withdrawal can be refused and the user account can be terminated. The player will be informed thereof by email. In some cases the Website can request selfie with ID, selfie with ID and special sign, or call. Failure of passing this verification will lead to account closure and confiscation of winnings.

Maximum withdrawal amount processed to a player is 4000 €/\$/CAD daily, 10000 €/\$/CAD per a week and 40000 €/\$/CAD per a 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. If you win more than €40,000, we reserve the right to divide the pay out into monthly instalments of €20,000 until the full amount is paid out.

Money deposited in the Casino must be used for gaming activity. Due to this, all deposits need to be wagered at least three (3) times.

Finally, please keep in mind the Casino is not a financial institution. Your account will thus not bear any interests and no conversion or exchange services will be offered at any time.

DORMANT ACCOUNTS

If no login on the Player Account on the Website is performed (the account is inactive) for a period longer than 12 months, the Company reserves the right to charge a monthly maintenance fee of €5 starting on the 13th month from last recorded login.

If the account remains inactive for a period longer than 12 months, a reminder email will be sent via email every month starting on the 13th month.

If the account is inactive for a period of 30 months the account balance will be remitted back to the player.

If the player cannot be located, the funds will be handed over to the Maltese Authorities thus remaining available for the player to access. To get information on how to reinstate closed, dormant accounts or recover funds held on these accounts please contact customer support.

COMPLAINTS

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

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

If the dispute is not resolved on the casino management level, you can contact any independent body, gaming authority or the licensing regulator listed on the Website.

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.

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.

PRIVACY POLICY

Effective from: 15.11.2018 Last updated: 15.11.2018

1. GENERAL

As a data controller, we have a legal obligation under gambling regulations to process personal data from players in order to allow them to participate in games and provide them with ancillary services. This Privacy Policy explains what personal data we collect from players, why we collect it and how we utilise it.

The website www.spinia.com ("Casino", "Website", "Company", "We", "Us", "Our") is owned and operated by N1 Interactive Ltd, a company incorporated under the laws of Malta with registration number C 81457 and registered address at 27, Triq Torri Wejter, Birkirkara, Malta. Spinia casino is licensed and regulated by the Malta Gaming Authority under the licences: MGA/B2C/394/2017 (issued on 01/08/2018).

By registering a Player Account with the Website you confirm your consent with this Privacy Policy. If you do not agree with the terms of this Privacy Policy and do not wish to provide us with the personal information we require, please do not use this website.

Please note that this Privacy Policy constitutes an agreement between you and the Company. We may periodically

make modifications to this Policy. While we will do our best to notify you of such changes, we recommend that you revisit this Privacy Policy regularly. Your continued use of the Website and/or its services will constitute your consent to the Privacy Policy.

2. INFORMATION WE COLLECT

The Personal Information which we may request to use and process shall include, without limitation:

Any of the information that you provide to us when filling in the forms on our account registration pages, as well as any other data that you further submit via the Website or email (e.g. first and last name, date of birth, email address, phone number);

Correspondence made with us via the Website, email, web chat or through other means of communication;

All Player Account transaction history, whether this takes place via the Website(s) or via other means of communication;

Website logins and their details, including traffic data, GeoIP location data, browser/device data, weblogs, activity logs and other traffic information recorded in our system;

Documents and proofs reasonably requested by us to verify your account, to process deposits or withdrawals and to conduct anti-fraud checks (on our own initiative or as required by applicable legislation). Such proofs may include passport scans, payment slips, bank statements, etc.

Survey participations or any other customer assessments that we may carry out from time to time.

3. HOW WE USE YOUR INFORMATION

We process the Personal Information we collect from you in order to deliver our services. In particular, we will use your data for the following purposes:

Processing your bets and transactions. This includes your use of credit card and online payment systems;

Providing you with gaming and other ancillary services that you seek from our Website;

Rendering customer support, such as assistance with setting up and managing your account;

Identifying and performing the necessary verification checks;

Providing registered players with information about our promotional offers, or providing promotional information from our selected business partners, associates and affiliates (only if players specifically consented to receiving such marketing material);

Complying with legal responsibilities, including complying with anti-money laundering (AML) and combating the financing of terrorism (CFT) laws;

Monitoring and investigating transactions for the purposes of preventing fraud, terms abuse, money laundering and other illegal or irregular gaming activities;

Analysing customer trends through market study assessments (participation in surveys is not obligatory and you can always choose not to take part);

Conducting research and statistical analysis of aggregated data.

4. MARKETING COMMUNICATION

Unless you have elected not to receive promotional materials, we may use your Personal Information, including your email address and phone number, to send you marketing communications regarding products, services and promotions. This may include information about products and services from our business partners, such as casino game providers.

Whenever you decide to stop receiving such marketing and advertising material, you may opt out of this in your Player Account settings or by contacting our customer support at support@spinia.com. Additionally, note that by accepting any contest prize or winnings from us, you consent to the use of your name and/or nickname for advertising and promotional purposes without additional compensation, except where prohibited by law.

5. OBTAINING PERSONAL INFORMATION

We shall not collect any Personal Information about you without your knowledge. We may, however, automatically collect certain data about you where you would have provided such information through the use of our services and through your interactions with us.

We may also lawfully receive certain Personal Information from online vendors and service providers, such as fraud prevention companies. In addition, we retain the right to engage the services of third-party providers to render technical support, so as to process your online transactions and source gaming content.

Please understand that we may be granted access to any information you may provide to such vendors, service providers and third-party e-commerce services. Rest assured that we will use and safeguard any Personal Information so obtained, as set out in this Policy. Any information that you provide will only be disclosed to third parties outside the Company in accordance with this Privacy Policy, and we shall take any necessary steps to ensure that our agreements with third-party service providers always protect your private information.

6. DATA RECIPIENTS

We may pass information that you have given us to other entities within our group of companies and to our business partners. These companies include our parent companies, their parent companies and all of the subsidiaries of these respective companies, as well as other companies with whom we carry out business and hold necessary agreements.

Data processing of your information may be undertaken by N1 Interactive Ltd or by another company in the group of companies, which may use a third party to fulfill such data processing needs. Employees of the Company, more specifically Data Protection Officer, Money Laundering Officer, Payments & Anti-Fraud analysts, Customer Support agents, Customer Retention team members, VIP player managers as well as other selected employees, shall also have access to your Personal Information for the purpose of executing their duties and providing you with assistance.

Our employees who have access to, or are associated with the processing of the player's personal information, have signed confidentiality agreements to respect the confidential nature of the player's information pursuant to applicable

gaming, data protection and privacy laws.

In order to provide you with an efficient service, we and/or our service providers might require transferring your personal data from one country to another in the European Union (EU) and European Free Trade Association (EFTA) regions and also to some data processors that may be based outside of the European Economic Area (EEA). Therefore, by browsing the Website and communicating electronically with us, you acknowledge and agree to our (or our suppliers or sub-contractors) processing of your data in these countries. We shall always use our best efforts to ensure that your information and data is treated securely and in accordance with this Privacy Policy.

7. RELEASING DATA TO THIRD PARTIES

We do not sell or rent your personal data to third parties.

We may disclose your personal information if required by law, regulation, or other legal subpoena or warrant. We may also disclose your personal information to a regulatory or law enforcement agency if we believe it to be necessary to protect the legitimate interests of the Company, its customers or any third party.

Personal data will only be disclosed to third parties in the following cases: a) Where we are required to do so by law; b) If the Website needs to share data with its payment processors to facilitate payment transactions in accordance with their privacy policies; c) To comply with our legal and regulatory duties and responsibilities to the relevant licensing and regulatory authorities as well as all duties and responsibilities owed under any other applicable legislation and to any other applicable regulators in other jurisdictions; d) When the Company believes that disclosure is necessary to protect the Company's or the player's safety, or the safety of others, investigate fraud, or respond to a government request; e) If our marketing service providers require the data to carry out their tasks; f) To any other third party with the player's prior consent to do so.

We use third-party data processors to process limited personal data on our behalf. Such service providers support the Website, especially relating to hosting and operating the websites, marketing, analytics, improving the websites, and sending email newsletters. We shall ensure that the transfer of the Personal Data to the recipient is compliant with applicable Data Protection Legislation and that the same obligations are imposed on the processor as is imposed on us under the respective Services Agreement.

Our websites may also include social media features (e.g. "share" or "like" buttons). Such features are provided by third-party social media platforms such as Facebook. Where data is collected this way, its processing is governed by the privacy policy of the respective social media platforms. In addition to the above, we may also release personal data if we acquire any new businesses. Should the Company undergo any changes to its structure such as a merger, acquisition by another company or a partial acquisition, it is most likely that our customers' personal data will be included within the sale or transfer. We will, as part of our Policy, inform our players by email prior to affecting such transfer of personal data.

Please note our content may link to third party websites to provide relevant references. We are not responsible for such external content, which may contain separate privacy policies and data processing disclosures.

8. DATA RETENTION

As stated under our Terms and Conditions both, you and the Casino can decide to have your Player Account closed at any time. Following closure of your account, we will retain your personal data on record for as long as required by law. This data shall only be used should it be required by competent authorities in cases of enquiries regarding financial and fiscal records, fraud, money laundering or investigations into any other illegal activity.

You are to note that due to anti-money laundering regulations in licensed gaming jurisdictions in the European Union, we are obliged to retain personal data of players submitted during registration and any data passed on during the operative period of a Player Account for a minimum of five years from last player transaction or account closure. Therefore, requests for erasure prior to the lapse of this period cannot be entertained.

9. SECURITY OF YOUR DATA

We hereby acknowledge that in collecting and processing your Personal Information for the purposes of managing your Player Account, we are bound by strict legal provisions on the protection of personal data.

Consequently, we endeavour to protect your personal information and respect your privacy in accordance with best business practices and applicable regulations. Being committed to providing secure services to players, and we will take all reasonable precautions to ensure that all the data that you have submitted via the Website remains safe.

Player Accounts can only be accessed with the player's unique ID and password. You may also set up two-factor authentication (2FA) as additional protection from unauthorised use of your account. You are responsible for keeping your login information confidential and making sure it cannot be accessed by another person.

10. CONTACTING US

You may always contact us in regards to this Policy should you wish to:

Confirm the accuracy of the personal information we have collected about you;

Enquire about our use of your personal information;

Prohibit future use of your data for direct marketing purposes;

Update or rectify any information that you have provided us (in such cases you shall provide any evidence we may reasonably require to effect such changes). Note it is illegal to provide us with false information about you and it is your responsibility to ensure that we are always updated with your correct data.

In addition, as per Article 77 of the GDPR, you have the right lodge a complaint related to your data processing to a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of an alleged infringement.

We have appointed a data protection officer ("DPO") who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, please contact the DPO at dpo@n1interactive.com

11. COOKIE POLICY

When you visit the Website, our system automatically collects information about your visit, such as your browser, IP address, and the referring website. This collection may be done in conjunction with our platform providers and partners. We may receive from them general demographic or usage data of our Website visitors. We do not use automatically collected information to identify you personally without receiving additional consent. To collect the information in question we use cookies and similar tracking tools. Cookies are small text files that are stored on your computer or equipment when you visit our web pages. Some of the cookies are essential for the Website to operate; others improve your Website experience and help us deliver a better service. Below are the types of cookies we use and their purposes.

Required cookies: enable the navigation and basic functionality of the websites, e.g., access to member areas of the Website.

Functional cookies: allow us to analyse your website usage and your selections on the website (e.g. your session key, language, or region), so we can save these settings and offer you a more personalised experience.

Advertising cookies: allow us to gauge how effective our content marketing is. These cookies are provided by our partners to track website visits and new player registrations from advertising. We do not share your personal information (such as name or email) to affiliated partners except for site visit data collected directly by such Advertising Cookies. However your site visit data may be linked with other personal information collected through other sources by the providers. The latter external data processing is governed by the privacy notices and policies of these third-party providers.

In addition to the above, we use a number of third party service providers who also set cookies on this Website, in order to deliver the services that they are providing to us. Such services include, but are not limited to, helping us to improve your experience by tracking your activity on the Website, measuring the effectiveness of the Website and the effectiveness of our marketing campaigns. Most online browsers automatically accept cookies. If you prefer, it is possible to block some or all cookies, or to delete cookies that have already been set by modifying your browser settings. However, we recommend that you do not block or delete your cookies as this may restrict your use of our Website.

12. NETENT GAMES

When you play casino games developed by NetEnt, NetEnt's Privacy Policy also applies. This policy can be found here. (<https://www.netent.com/en/netent-privacy-policy-eu/>)

RESPONSIBLE GAMING

HOW WE COMMIT TO RESPONSIBLE GAMING?

Gambling at an online casino should always be aimed at entertainment. However, there is a certain percentage of people who lose control over themselves while gambling. Before starting to play, it is important to realise that gambling shall never be viewed as a source of income or means of recovery from debts. It is useful to keep track of the time and

the amount of money spent at an online casino daily.

If you think that you start spending more money than you can afford, or in case gaming starts interfering with your normal daily routines, we strongly advise to consider several measures that can help, such as setting Personal Limits on your gaming activities, opting for Self-Exclusion, and seeking help and support from trusted independent bodies.

HOW CAN I LIMIT MY SPEND OR LOSSES?

To assist you in gambling responsibly we offer the Personal Limits feature. You can set limits on the amount you deposit, lose, wager, spend in a game, or as part of your account activity on the whole. This functionality can be accessed within your account in the “Personal Limits” section.

Limits can be amended at any time. A decrease in the limit will take effect immediately, however an increase may only occur after email confirmation and only after the previous limit of the same type expires, in order to avoid rash decisions. If you require further information or assistance regarding Personal Limits, please contact our support team at support@spinia.com.

Deposit Limit. A limit on your deposits for a day, a week, or a month. **Loss Limit.**

Loss Limit. A limit on your losses in the casino for a day, a week, or a month. Please note the loss is based on the initial deposit and not winnings attributed to the deposited amount. If for example you deposit €50, set a Loss Limit of €10 and then go on to win €1,000, you can still lose more than €10 of the €1,000 balance as it is based on the initial deposit instead of the winnings.

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

Session Limit. A limit on the amount of time in minutes spent playing a game.

NEED A BREATHER?

Cooling-Off Limit. You can set a Cooling-Off Period for 1 week, 1 month, 3 months, or 6 months. While the limit is active you cannot deposit to the Casino and you will be excluded from all promotional offers, although you may withdraw the remaining funds during this period. The Cooling-Off period is applied to your account immediately. Upon its expiration your account will automatically be re-activated.

Self-Exclusion Limit. You can set a Self-Exclusion Limit for 6 months, 9 months, or 1 year. Upon doing so your Player Account will immediately be disabled and you will be excluded from all promotional offers for the set period. You will not be able to deposit or withdraw funds when the limit is active. Unlike Cooling-off limits, with self-exclusion limits your account will not be automatically reactivated. If you want to reactivate your account after the period is over, please, contact us.

WHAT IS SELF-EXCLUSION?

Setting Self-exclusion lets us know that we need to take all measures to block your access to your account and make sure that you receive no promotional materials. You may also contact our support team at support@spinia.com and inform us about your decision to stop gambling at the Website for a certain period of time or forever.

LET'S SEE SOME ID?

The Casino only accepts players who are at least 18 years old and uses all available methods to stop any attempts of minors to register and play at our Website. The Casino reserves the right to ask for proof of identity and in the event the player has not reached the legal age to play, access to the Website will be denied immediately. However, we realise that due to a wide availability and nature of the Internet, people under the legal age might still be able to register and play at an online casino. We therefore strongly encourage parents to cooperate in protecting their children from free access to gaming websites. Special software can help in this matter. Please visit the following websites for more information You may contact any of the following organizations for consultation and support:

CyberPatrol (<http://www.cyberpatrol.com/>)

GamBlock® (<http://www.gamblock.com/>)

Solid Oak Software (<http://www.solidoak.com/>)

Net Nanny (<http://www.netnanny.com/>)

WHAT IS REALITY CHECK?

Getting caught up is easy when you are having fun, therefore we will send you an hourly notification in-game to remind you of how much you have spent at the Casino. Regardless of how many games you are playing at the same time, the message will let you know where you are at. This is meant to provide some time to reflect on your bets and perhaps consider pausing play for a while.

SEEKING OUTSIDE HELP?

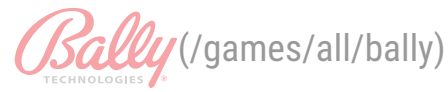
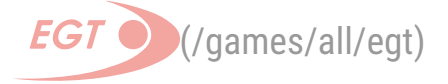
You may also contact any of the following organizations for consultation and support:

Gamblers Anonymous (<http://www.gamblersanonymous.org/ga/>)

GamCare (<http://www.gamcare.org.uk/>)

Gambling Therapy (<https://www.gamblingtherapy.org/>)

AFFILIATES ([HTTPS://PLAYAMOPARTNERS.COM](https://PLAYAMOPARTNERS.COM))



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