## GENERAL TERMS AND CONDITIONS OF USE CIRCUS® BELGIUM

#### General remarks

Access and use of the services on this site are subject to the General Terms and Conditions of Use shown below, which you can print by clicking the "print" button on your browser or by selecting "Print" in the file menu, and which you can also download to your hard disk by clicking the relevant button. These General Terms and Conditions of Use contain legal information about viewing and using the services offered on the gaming and betting mobile app Circus Sport, hereinafter referred to as "the Site."

Please read our General Terms and Conditions of Use carefully before visiting our Site or using it in any way whatsoever. By accessing this Site, the pages it contains or the services offered, you explicitly acknowledge that you have taken note of these General Terms and Conditions of Use and you undertake to comply with them unreservedly.

The CIRCUS® BELGIUM Site offers casino games and online betting. Use of gaming or online betting services requires you to create a personal account and explicitly and irrevocably accept these General Terms and Conditions of Use by checking the relevant box on the Site. The Gaming Regulations and the Betting Regulations form an integral part of these General Terms and Conditions of Use.

If you do not agree with the content of these General Terms and Conditions of Use, we ask you not to visit or use the Site.

The CIRCUS® BELGIUM Website provides visitors access to legal online gambling and betting games. In order to provide the best visibility, clarity and gaming experience, and in accordance with the legal requirements and directives of the Belgian Gaming Commission, the provision of online games is subdivided as follows:

- Casino gambling Class A+ license
- ❖ Automatic games of chance (dice games) Class B+ license
- Organising betting Class F+ license

For the sake of clarity and to protect players against encountering games without their consent, it will be necessary, where applicable, upon your first connection to games in different classes, to state your game preferences. You can then enjoy an experience tailored to your personal choices, with discretion and transparency. The mobile app Circus Sport contains only the organisation of betting.

It is important that you find out about the laws in force in your country of residence before registering. Some casino games may be prohibited there by law or subject to certain conditions. CIRCUS® BELGIUM accepts no liability under any circumstances if one of the casino games or bets offered by CIRCUS® BELGIUM is illegal in your country of residence.

These General Terms and Conditions of Use contain mechanisms that can be offered by CIRCUS® BELGIUM at its sole discretion. If any of these features are temporarily or permanently unavailable, the terms of these General Terms and Conditions of Use relating to that feature shall be deemed unwritten only to the extent that they relate to those features.

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#### Article 1 - Identification

CIRCUS® BELGIUM S.A. and GAMBLING MANAGEMENT S.A. own and are responsible for the Sites <a href="www.circus.be">www.circus.be</a> and <a href="www.circus.be">www.circus.be</a>, which are dedicated to gaming and betting, and the mobile app Circus Sport dedicated to betting, and will hereinafter be referred to collectively as 'CIRCUS® BELGIUM'.

CIRCUS® BELGIUM S.A. is a public limited liability company under Belgian law, with its registered office at rue des Guillemins 129, 4000 Liège (Belgium) and company number BCE 0451.000.609. It holds a licence B under Belgian law to operate class II terrestrial casino games and a licence B+ under Belgian law to operate a class II virtual online gaming room by means of software. Furthermore, CIRCUS® BELGIUM S.A. holds a licence F1 (No. FA124893) issued by the Belgian Gaming Commission on 7 September 2011 permitting CIRCUS® BELGIUM S.A. to organise betting under the name "Circus". It also holds a licence F2 (no. FB131700) issued by the Belgian Gaming Commission on 5 September 2012 authorising it to accept bets for the account of the F1 licence.

GAMBLING MANAGEMENT is a public limited liability company under Belgian law, with its registered office at 4000 Liège (Belgium), rue des Guillemins 129 and company number BCE 859.984.677. It holds a licence A+20635 which allows it to offer online casino games.

#### **Article 2 - Definitions**

- Player account: The Player account is a personal account created by a private individual (the "Player") allowing him/her to access the Software under the conditions defined in the present contract and enabling casino games to be played online and transactions relating to the bets to be made; the account may be temporary or permanent.
- **Contract**: the contract refers to all the clauses described in the present Terms and Conditions of Use, the regulations and instructions for the Software, the casino games and bets and the privacy policy of CIRCUS® BELGIUM available on the Site.
- User/Player: refers to any person of at least 18 years of age who has registered on the Site and holds a Player account, or any person accessing the Sites and software without registering.
- **Software**: refers to all the programs, files, data or any other content of <a href="www.circus.be">www.circus.be</a> (the "Site") or associated with the Site that allow the Player to participate in online gaming or to place online bets.
- **Player name and password**: the name of the player and the password the Player has chosen during registration for the online Site.
- We/Us: CIRCUS BELGIUM S.A.

- **Site**: refers to the website of CIRCUS BELGIUM S.A. available under the URL <a href="www.circus.be">www.circus.be</a> and by extension the mobile application Circus Sport, available in the application stores
- You: the Player
- The Parties: refers to the Player and CIRCUS® BELGIUM jointly.
- Activity: The fact that the Player has earned at least one Point in the last month.
- **Session**: Uninterrupted Player activity on the same game
- **Active player**: Player with Activity on the Circus.be platform during one of the last three months.
- RTP: Abbreviation for "Return to Player" that refers to the redistribution rate. This represents the average percentage of winnings divided by bets that are distributed to players on a given game. It may vary depending on the game. It is important to note that the RTP of a game does not show the specific results for a given player on that game, but an overall average result for all players on the game.
- **Payout**: RTP of a Player throughout their activity on the Site. This is the total of a Player's winnings over X period divided by the total of a Player's bets over X period.
- **Coins**: the currency specific to the Circus platform intended to optimize Payout. They can be converted into euros on the circus.be website. The procedures for obtaining and converting Coins are defined in Article 10 of these General Terms and Conditions of Use.
- **Points:** unit measuring Player Activity. This will increase the Player's Status as defined below. In online casino games, you receive 1 Point each time you stake:
  - €10 on a dice game or slot machine during the same session
  - €30 at roulette or video poker or blackjack during the same session

In online sports betting, you receive 1 Point each time you bet from €1 to €10, depending on the type of bet and the odds:

Odds	Single	Combination
From 1.40 to 1.80	€10	€4
From 1.81 to 3.00	€7	€3
From 3.01 to 7.50	€3	€2
More than 7.51	€1.50	€1

- **Status**: Status is set according to the number of Points collected by the Player. The various statutes are as follows. The Status can be reset by the Player to downgrade their Status to Blue.
  - Blue: from 0 to 499 Points
  - Copper: from 500 to 999 Points

- Bronze: from 1,000 to 1,999 Points
- Silver: from 2,000 to 3,999 Points
- Gold: from 4,000 to 9,999 Points
- Platinum: from 10,000 to 49,999 Points
- Diamond: from 50,000 to 99,999 Points
- Diamond\*: from 100,000 to 199,999 Points
- Diamond\*\*: from 200,000 to 499,999 Points
- Diamond\*\*\*: from 500,000 to 999,999 Points
- Diamond\*\*\*\*: from 1,000,000 Points
- **Wheel**: The Wheel is a system for increasing a Player's Payout. The Player will gain unique access to the Wheel each time their Status changes to a higher Status. The operation of the Wheel is defined in Article 10 of these Conditions.
- **Box**: System designed to increase a Player's Payout by providing a monthly opportunity for each Active Player to earn Coins. The operation of the Box is defined in Article 10 of these CGU.

#### **Article 3 - Modification**

CIRCUS® BELGIUM reserves the right to modify and update the present General Terms and Conditions of Use, access to and content of its Sites, as well as the betting regulations and gaming regulations at any time without prior notice. If the General Terms and Conditions of User are modified, players will be informed the next time they connect to the CIRCUS® BELGIUM Sites by means of an appropriate message.

Any connection to the Site by the Player after being notified of changes in the functionalities of the Site or amendments to the General Terms and Conditions of Use will be deemed to be acceptance of the changes made.

## Article 4 - Protection of personal data and cookies

We take the utmost care to protect the personal information you provide to us. You can find our data protection regulations <u>HERE</u>\_and our cookies policy <u>HERE</u>. The personal data protection regulations for the use of the application are easily accessible within the application.

## Article 5 - Opening a Player account, authentication and control

## 5.1 Conditions for opening a Player Account

Participation in the games or bets available on this Site requires the opening of a personal Player account on our Site using the registration form provided for this purpose. In the absence of a personal Player account, it is impossible to play or bet on our Site.

The player account created for the Circus.be site can be used for the Circus Sport application and vice versa. The procedures for registering, validating and closing the

account are identical as are the commitments set out in the following articles.

The opening of a player account on the CIRCUS® BELGIUM Site is only authorized to natural persons in a state of legal capacity and who have reached the minimum age of 18.

The games of chance and "virtual bets" offered are only accessible to natural persons who have reached the minimum legal age of 21 and the "real bets", for their part, are only accessible to natural persons who have reached the minimum legal age of 18.

Access to the Site is prohibited to any Player who is or will become prohibited from playing by the Gambling Commission and/or under the law of their country of residence.

Each natural person is entitled to a maximum of 1 player account on one of the CIRCUS® BELGIUM Sites. The player account cannot be transferred to a third party or used by a third party.

If you live in a country other than Belgium, it is your responsibility to check that the legislation of your country allows you to register and play on our Site.

## 5.2 Opening a player account

To open an account, simply click on the "register" tab and follow the instructions on the screen. In order to open an account, the Player must identify themselves and provide the following personal details:

- Last name;
- First name;
- Place of residence;
- Nationality:
- Civil status;
- Date of birth;
- Country of residence;
- National registration number;
- Telephone or mobile number;
- Postal address:
- Email address;
- Any other information requested during the online registration process. All of these fields are mandatory and verified.

In addition, the Player must specify their login details by indicating:

- A username of their choice (provided that it is not already used by another Player);
- A login different from the username;

• A password of their choice.

CIRCUS® BELGIUM reserves the right to prohibit the use of usernames that it considers inappropriate. Only the username will be visible to other Players, the login and password remaining strictly confidential.

Once the information has been entered, you will be asked to accept the General Terms and Conditions of Use as well as our Privacy Policy by checking the box "I HAVE READ AND ACCEPT GENERAL TERMS AND CONDITIONS OF USE AND THE CIRCUS® BELGIUM PRIVACY POLICY". Without this commitment, you will not be able to continue with the registration procedure.

By registering and opening a player account, the Player undertakes to provide only information that is correct, truthful, up-to-date and specific to them. The player account cannot be opened using information belonging to a third party.

## 5.3 Identification and authentication of the player account:

**Identification**. In order to validate their email address and activate the Site's money withdrawal feature, the Player will receive, upon registration, an email containing a hyperlink on which they will be invited to click on. A page on the site www.circus.be will then inform them that their account has been validated.

After having identified themselves, the Player can now access their "user account" area, as well as online gaming applications and make money deposits.

The money withdrawal function will only be available after authentication of the player account by CIRCUS® BELGIUM.

**Authentication**. The authentication of the player account can be done:

- Directly during registration via the "ITSME" tool
- And/or by CIRCUS® BELGIUM, by requesting from the Player any relevant document and carrying out any useful verification to ensure the consistency of the data entered on the online registration form with the documents transmitted. The player account will only be deemed to be authenticated after CIRCUS® BELGIUM has confirmed the verification of all information that CIRCUS® BELGIUM considers relevant.

Monitoring. At any time, during authentication or later, CIRCUS® BELGIUM is entitled to request any additional information from the Player, or to submit the player account to a verification procedure or a new authentication procedure such as a request for a photo of the player accompanied by their identity card, a telephone or video call between a CIRCUS® BELGIUM employee and the Player, a copy of the payment card used, proof of origin of the funds deposited by the Player, proof of address, proof of income, a tax sheet or an extract from the Player's bank account, as well as in general any other information or document useful to CIRCUS® BELGIUM to meet its legal obligations, in particular in terms of combating money laundering.

Measures related to the opening and control procedure. An account may be suspended until satisfactory proof for CIRCUS® BELGIUM is provided. If it should appear that the abovementioned special conditions of registration are not/no longer met, or that the information provided is not or no longer accurate/true/complete/current, CIRCUS® BELGIUM reserves the right to refuse the opening of the Player Account, to suspend or to close it. If the account is closed, the amounts deposited are refunded up to the available balance in the player account.

Any account that is not authenticated within three (3) months following its opening will be automatically suspended.

Reportedly non-Belgian players who have registered on the Site using their passport will in any event have their losses automatically capped at 2,000 EUR per month, even if the increase in their deposit limit has been granted following the acceptance of the Gaming Commission and this as long as their account has not been formally authenticated by CIRCUS® BELGIUM.

**Modification.** By clicking on the "My Account" tab on the home page of the site, the Player can change their personal information and login details at any time, except for their name, location, date of birth, date of birth, ID and national registration number. Any modification may lead to a new control and authentication procedure by CIRCUS® BELGIUM.

# Article 6 - Account and password

You are personally responsible at all times for all activity on your player account. You must keep your account information secret, especially your password, and all operations carried out under your account. You undertake to notify CIRCUS® BELGIUM immediately, using the following email address: <a href="mailto:support@circus.be">support@circus.be</a>, in the event of unauthorised use of your account or your password, or any security breach.

You may be held liable for any harm suffered by CIRCUS® BELGIUM or any other use of the Site due to the use of your ID, password or account by another person.

If you forget your password, click on the "FORGOT YOUR PASSWORD?" link on the Site home page and enter the email address associated with your Player account. CIRCUS® BELGIUM will then send you an email with a link allowing you to generate a new password.

CIRCUS® BELGIUM reserves the right to demand that you change your ID and password if it believes that they no longer ensure adequate security.

CIRCUS® BELGIUM accepts no liability for loss or harm suffered by the player as a result of unauthorised use of his/her connection details by third parties, even without the player's knowledge.

## Article 7 - Obligations relating to use of the Site

By using this Site, the Player undertakes:

- to use the Site or its Services only for the purposes authorised by (a) the General Terms and Conditions of Use including the betting and gaming regulations and by (b) any law, regulation, practice or directive generally accepted in the Player's territory of residence;
- not to disrupt or interfere with the security or to participate in any other form
  of abuse of the Site, the services, the system resources, accounts, servers or
  networks connected to or accessible via the Site or the related or linked websites;
- not to create or use a false identity on this site;
- not to disseminate false information or illegal notices;
- not to attempt to obtain unauthorised access to the Site;
- not to use the Site for purposes that are illegal or liable to harm the reputation of CIRCUS® BELGIUM (or third parties);
   not to modify or attempt to modify, by means of any processes or tools whatsoever, the software, the gaming or betting mechanisms offered, specifically with the aim of changing the results;
- not to use or attempt to use stochastic calculation (martingales) or any software with artificial intelligence in relation to the use of the games or bets;
- not to harm the intellectual property rights of CIRCUS® BELGIUM or third parties;
- not to reproduce all or part of the content of the Site on any medium whatsoever without the authorisation of CIRCUS® BELGIUM;
- not to use personal information which you might access via our Site to distribute unsolicited messages to the email inboxes of other web users ("spamming"), for any commercial or non-commercial purpose or in any other unauthorised way;
- not to upload, send, transmit by email or in any other way any content that might be illegal, harmful, threatening, abusive, constituting harassment, defamatory, vulgar, obscene, pornographic, threatening to other people's privacy, hateful, racist or objectionable in any other way;
- to comply with any tax liabilities;
- not to authorise a third party to use your account or to use payment methods or the user account of a third person or another Player, even with the latter's consent;
- to respond to any requests by CIRCUS® BELGIUM relating to your account and to communicate to CIRCUS® BELGIUM any document or evidence it deems useful relating to your age, your bank details, the deposits you have made etc.

Furthermore, you agree that you are solely responsible for the actions and communications performed or transmitted via the Site and in particular from your account.

## **Article 8 - Player guarantees**

The Player declares and guarantees that:

- a) (s)he has read and understood these General Terms and Conditions of Use, accepts the rules pertaining to the casino games and bets available on the Site;
- (s)he understands that (s)he may win or lose money while participating in the games or bets on the Site and undertakes to assume sole responsibility for the consequences of any financial losses, waiving any recourse in this regard against CIRCUS® BELGIUM;
- c) (s)he is of legal age to create an account and is not legally prohibited from doing so;
- d) (s)he is not prohibited from gambling by the Belgian Gaming Commission or any other body and that (s)he has not been banned from gambling on the Sites by CIRCUS® BELGIUM;
- e) the information and personal data (s)he supplies are accurate, truthful and complete;
- f) the funds (s)he will use to play or bet on the Sites do not originate from an illegal source;
- g) (s)he will not engage in criminal activities directly or indirectly involving a Player Account and undertakes not to use the Services for the purpose of transferring funds or carrying out an illicit or fraudulent activity or any prohibited transaction (including money laundering), in compliance with the laws of all the jurisdictions to which (s)he is subject;
- h) (s)he is not a professional player of any sport, in any competition or in any league for which CIRCUS® BELGIUM offers bets;
- i) (s)he is not acting on behalf of a third party.

The Player undertakes to indemnify, defend and exonerate CIRCUS® BELGIUM, its directors, employees, representatives and suppliers, as well as any possible third-party partners, against any possible losses, expenses, harm and costs, including legal fees arising from any infringements by you of these General Terms and Conditions of Use.

## Article 9 - How to use the games and bets

#### 9.1. General

Participation in the games is exclusively remote via the Site, using the Player's ID and password.

The Site can be accessed via all computer equipment, specifically a PC, mobile phone or any other medium with an Internet connection (smartphones, iPhones, iPod Touch,

gaming consoles, Smart TVs, etc.). Some games may require you to download specific gaming software.

In order to connect to the Sites, the Player acknowledges and accepts that he/she must have hardware equipment and software as well as an Internet connection compatible with the conditions for provision of the games offered by the Sites. CIRCUS® BELGIUM recommends that Acrobat Flash Player and the following elements should be available:

## Hardware and operating

system: PC: Windows XP

or higher

Macintosh: Mac OS X or

higher

#### **Browser software:**

IE 8 or higher with Javascript activated Firefox 5.0 or higher with Javascript activated

## Connection type:

min. ADSL 512.

If the Player does not have this minimum configuration, he/she may not be able to take advantage of the Services offered online by CIRCUS® BELGIUM.

The Player will also satisfy himself that the links via which he participates in the games or bets offered by CIRCUS® BELGIUM actually direct him to the CIRCUS® BELGIUM Sites.

#### 9.2. Games

You participate in a game by placing a stake of a certain amount equivalent to one of the suggested stakes. The stakes and possible winnings can be found in the game regulations. The Player has a free choice of stakes for each game. Any stake is immediately debited from the Player Account.

If the Player Account does not contain sufficient funds for the chosen stake, the Player will not be able to participate in the game of his/her choice.

The Player will immediately be informed of the result at the end of a game; any winnings will be credited to his/her Player Account. If a game is interrupted before the end by the Player, the latter will lose the chance of any winnings. If a game is interrupted before the end because of a technical problem, the Player must contact Customer Service immediately. Having analysed how the game progressed and the technical problem, CIRCUS® BELGIUM will write a technical report taking into account the applicable game rules. The technical report on how this game progressed

will constitute the sole evidence for calculating the loss or winnings. No discussion will be entered into.

If, for any reason, one or more games proves not to be or have been in compliance with the game rules or these conditions, CIRCUS® BELGIUM reserves the right to correct the results of these games so as to comply with the normal running of the game. Any incorrect winnings or losses during a game may also be corrected by CIRCUS® BELGIUM without prior notice to the player. The technical report on how the erroneous game progressed will constitute the sole evidence for calculating the (corrected) loss or winnings. No discussion will be entered into.

The rules relating to the Games offered by CIRCUS® BELGIUM are subject to specific terms and conditions of use which you can view in each of the games.

#### 9.3. Bets

#### 9.3.1. Definitions

"A bet" is the choice of one possible outcome of many possible outcomes of an event. The 'real' bets are bets placed on sports events or other events, the stake of which is accepted by a betting office, a bookmaker, on our website, etc. The 'virtual' bets are bets managed by means of the instruments of the company providing the information. These are in fact virtual events which are related to the online games of chance and the participation in these events occurs via a computer, tablet, etc.

"A betting slip" is the "slip" containing the information registered by the player. It can contain one or more bets.

"Single betting slip" - refers to a betting slip containing one bet and one bet only. If the bet chosen by the player is right, the slip will also be a winner. The winnings for a "single" betting slip are calculated by multiplying the bet by the odds associated with the chosen bet.

"Multi betting slip" - a "multi" betting slip is one containing between two and eight different bets, all of which must be right for the slip to win. The "multi" betting slip will not be a winner if even one bet is wrong. The "multiplier" concept is applied to the calculation of the overall odds of the betting slip and hence to its potential winnings. The latter are calculated by multiplying your stake by the product of the various odds on the betting slip.

For example: a Player bets 5 euros that Standard will beat Anderlecht (odds = 1.5) AND that Bruges will beat Liverpool (odds = 2), the final odds are  $1.5 \times 2 = 3$  and the total winnings will be 15 euros (5 euros  $\times 1.5 \times 2$ ) if Standard and Bruges both win.

If Anderlecht wins and Bruges draws, it will be a

## losing bet.

If one of the bets on the multi betting slip is cancelled, the winnings are then calculated on the basis of the remaining bets if they are all winning bets.

Example: the Player bets 5 euros that Standard will beat Anderlecht (odds = 1.5) AND that Bruges will beat Liverpool (odds = 2) AND that Paris will beat Toulouse (odds = 2.5).

The final odds are  $1.5 \times 2 \times 2.5 = 7.5$  and the total winnings will be 37.50 euros (5 euros X  $1.5 \times 2 \times 2.5$ ) if Standard, Bruges and Paris win. If the Standard match is postponed by more than 48 hours, the bet will now only be valid for the Bruges and Paris matches. The final odds are therefore  $2 \times 2.5 = 5$  and the total winnings will be 25 euros (5 euros X  $2 \times 2.5$ ) if Bruges and Paris win.

"System betting slip" - A "system" betting slip is a special betting slip containing a selection of 3 to 8 different bets.

This is the most "complete" betting slip there is. This is because, with a "system" betting slip, you can accumulate the equivalent of many betting slips from your selection. You can put stakes on multi bets and partial multi bets.

- With 3 bets on the betting slip, you can create 1 "multi" betting slip with 3 bets and 3 "double partial multi" betting slips (in other words, 3 slips where the 3 bets are combined 2 by 2).
- With 4 bets on the betting slip, you can create 1 "multi" betting slip with 4 bets, 6 "double partial multi" betting slips (in other words, 6 slips where the 4 bets are combined 2 by 2) and 4 "triple partial multi" betting slips (in other words 4 slips where the 4 bets are combined 3 by 3.).

#### - etc.

Warning! For each line (double, triple etc.) your stake is multiplied by the number of possible results. For example, if you have 6 bets on your betting slip and you decide to put your stake on a "quadruple" line, your stake will be multiplied by 15 (because it is possible to make 15 combinations of 4 bets from a selection of 6 bets) to improve your chances.

"Special system betting slips" - On the "System" betting slip tab you can bet on special systems, which are all the pre-defined combinations with an equal stake on each. The precise definitions are shown below.

Paris	Туре	Doubles	Triples	Quadruples	Quintuples	Sextuples	Septuples	Octuples	Total
3	Trixie	3	1						4
4	Yankee	6	4	1					11
5	Canadian	10	10	5	1				26

	6 Heinz	15	20	15	6	1			57
•	7 SuperHeinz	21	35	35	21	7	1		120
	8 Goliath	28	56	70	56	28	8	1	247

- So, for a selection of 3 bets, you can bet once on 4 different combinations (Trixie).
- For a selection of 4 bets, you can select the "Yankee" which covers 11 different combinations.

#### - Etc.

"Trixie": system based on a selection of 3 bets comprising three double combinations and a triple combination (4 bets in total). At least two bets must be right for you to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Yankee": system based on a selection of 4 bets comprising six double combinations, four triple combinations and a quadruple combination (11 bets in total). At least two bets must be right for you to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Canadian": system based on a selection of 5 bets comprising ten double combinations, ten triple combinations, five quadruple combinations and a quintuple combination (26 bets in total). At least two bets must be right for you to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Heinz": system based on a selection of 6 bets comprising fifteen double combinations, twenty triple combinations, fifteen quadruple combinations, six quintuple combinations and a sextuple combination (57 bets in total). At least two bets must be right for you to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Super Heinz": system based on a selection of 7 bets comprising twenty-one double combinations, thirty-five triple combinations, thirty-five quadruple combinations, twenty-one quintuple combinations, seven sextuple combinations and a septuple combination (120 bets in total). At least two bets must be right for you to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Goliath": system based on a selection of 8 bets comprising 28 double combinations, 56 triple combinations, 70 quadruple combinations, 56 quintuple combinations, 28 sextuple combinations, 8 septuple combinations and 1 octuple combination (247 bets in total). At least two bets must be right for you to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Betting on a virtual event ": A bet on a virtual event is a fixed-odds bet. The outcome

of the event depends on the result determined by a certified Random Number Generator (RNG).

"Betting on Simulated Reality League (SRL)": A bet on a Simulated Reality League is a fixed-odds bet. The outcome of the event depends on the result determined by a certified Random Number Generator (RNG).

"Tournament": Tournaments are competitions that are organised based on criteria that have been defined in advance by the operator and that can be consulted in the dedicated menu under the Site's "Tournaments" tab.

## 9.3.2. Registration of a betting slip

A betting slip is registered by placing a bet for a certain amount, with a free choice of games, and by confirming the betting slip. The total stake for the betting slip is immediately debited from the Player Account.

If the Player Account does not contain sufficient funds for the chosen stake, the Player will not be able to register the betting slip of his/her choice.

Betting slips cannot be cancelled once they have been accepted. The Player must ensure that the information relating to the bets he/she has made is correct.

The player has sole responsibility for checking the betting slip.

The player is deemed to have approved and tacitly accepted all the information on the betting slip unless he/she requests cancellation. This presumption is irrevocable from the moment it is no longer possible to challenge the information on the betting slip.

The only currency accepted for placing bets on CIRCUS® BELGIUM is the euro.

All betting selections are subject to the pre-set limits defined solely at the convenience of CIRCUS® BELGIUM.

Players are obliged to place their bets personally.

The possible winnings are determined by the bet and the odds offered and can be viewed immediately. The Player will be informed of the result as soon as possible after the end of a bet; any winnings will be credited to his/her Player Account.

If a result should prove to be incorrect and any winnings have already been communicated to the Player, CIRCUS® BELGIUM reserves the right to make the necessary corrections without prior notice. CIRCUS® BELGIUM reserves the right to limit the amount of the individual or collective stake per bet and/or per day and/or per month.

#### 9.3.3. Correction of errors

All the odds are subject to variation and become final at the time a bet is placed. Nevertheless, CIRCUS® BELGIUM reserves the right at any time to correct obvious errors in the inputting of the odds for the bets, or to cancel bets placed on the basis of odds that are obviously incorrect.

CIRCUS® BELGIUM cannot be held liable for any obvious display error for odds, results or any other information, and no Player may make any claim for damages as a result of such an error.

An "error" is a mistake, a typographical error, a misinterpretation, a misunderstanding, a misreading, a misinterpretation, a misspelling, a technical error, a registration error, a transaction error, a clerical error, a case of force majeure and/or similar. A non-exhaustive list of examples of errors includes:

- Bets accepted during a technical problem but which would not have been accepted under normal circumstances;
- Bets placed on events/other gambling opportunities the outcome of which is already known;
- Bets on events where the participants are found to be improper;
- Bets placed on odds that are materially different from those available for the events at the time the wager was placed;
- Offers of bets whose odds reflect an incorrect or different score;
- Clearly incorrect odds based on the probability of an event happening at the time the bet was placed.

## 9.3.4. Limitation of stakes

The maximum and minimum number of stakes authorised for all sports betting is defined by the "bookmaker", who reserves the right to change this without notice. Moreover, CIRCUS® BELGIUM also reserves the right at any time to impose specific limits on certain player accounts or during certain events. The bookmaker has the right to limit the maximum bet, the odds on certain events, as well as to limit or increase the maximum bet or the odds for a player without warning or providing a reason.

If a Player places one or more bets with potential winnings in excess of the defined limit of winnings, CIRCUS® BELGIUM shall be entitled to reduce the amount of the stake by the amount required to comply with the winnings limits at any time, including after the result is known.

If You are suspected of fraud, connivance or illegal or improper activity, We reserve the right to limit Your bets.

## 9.3.5. Late bets

If, for any reason, a bet is placed after the start of the competition, it will be declared invalid (this provision does not concern bets in play) and will be refunded. The same will apply to bets on competitions for which the result is already known at the time the bet is placed.

Any dispute by the Player about the precise time at which the competition started must be based on official information issued by the organisers of the competition confirming the precise start time. If the player is unable to provide such documents or information from the competition organisers, the start time recorded by CIRCUS® BELGIUM will apply and will be deemed the only one valid for bets registered for this competition.

## 9.3.6. Return

If a "return" is announced for a bet, this means that the bet wins with a factor of "1". In the case of a "single bet", this implies that the Player will recover the amount of his bet. For "multi bets" or "system bets", the total coefficient will be modified taking account of the "return" affecting one of the competitions.

## 9.3.7. Suspension of an event

An event will be deemed to have been suspended if it is called off at a point earlier than the minimum playing time for the competition of which it is part. If the event is permanently suspended, it will be deemed to have been cancelled and any bets will be refunded.

## 9.3.8. Changes to the start of an event

If the start time of an event changes, all bets on this event will be refunded unless otherwise specified in the sports regulations.

## 9.3.9. Changes to the venue of an event

If an event is moved to a venue that is considered "neutral territory", the bets will remain valid and the odds will be unchanged. Bets will be refunded if the playing venue is changed to that belonging to the team supposed to be the away team.

Bets will remain valid for events where the competing teams are from the same town and the events are moved to a different venue in the same town. For international events, bets will

only be refunded if the playing venue is moved to that belonging to the team supposed to be the away team.

## 9.3.10. Results of bets

CIRCUS® BELGIUM will verify the results of an event based on the official results announced at the end of the competition. The bets will be calculated based on the results published on the CIRCUS® BELGIUM Site under "Results". Nevertheless, in the event of discrepancies in the results issued by more than one official source or in the event of an obvious error, CIRCUS® BELGIUM reserves the right to determine the final result.

Any complaints relating to the accuracy of the results shown on the CIRCUS® BELGIUM site must be based on the official results (in particular the results shown on the sites of the official bodies responsible for the event) to the exclusion of any other source of information.

Specifically, the results of the bets will be settled based on information obtained from the following official sites:

www.uefa.com – Champions League, UEFA Cup, Selected matches and Europe Championship (soccer)

www.fifa.com - Confederation Cup, Selected matches and World Cup (soccer)

www.beto.gr - Soccer Greece

www.bundesliga.at - Soccer Austria

www.turkish-soccer.com – Soccer Turkey

www.rfpl.org - Soccer Russia

www.premierleague.com - Soccer England

www.sportinglife.com - Soccer England

www.gazzetta.it - Soccer Italy

www.bundesliga.de - Soccer Germany

www.marca.com - Soccer Spain

www.lfp.es - Soccer Spain

www.lfp.fr - Soccer France

www.mlsnet.com - Soccer USA

www.goalzz.com - Soccer

www.nfl.com - American Football

www.basket.ru - Basketball Russia

www.nba.com - Basketball (NBA)

www.euroleague.com - Basketball Europe League

www.ulebcup.com - Basketball (ULEB)

www.nhl.com - Hockey NHL

www.fhr.ru - Hockey Russia

www.rusbandy.ru – Bandy Russia

www.atptennis.com - Tennis ATP

www.wtatour.com - Tennis WTA

www.mlb.com - Baseball

www.eurohandball.com - Handball

www.fide.com - Chess

www.volley.ru - Volleyball Russia

Other sources of information may be used to determine the results if necessary. In exceptional circumstances, CIRCUS® BELGIUM□ or the organiser of the bet reserves the right to use video imaging to determine the final result.

During events that are broadcast live, the results that are deemed to be valid will be those announced immediately at the end of the event/competition. Any subsequent change to these results will be disregarded when determining the winning bets.

In cases where more than one team or more than one player is declared a winner at a competition, the coefficient of winnings is divided by the number of winners.

If an event/tournament is suspended, this suspension will not affect bets made on a part of the event/tournament (such as bets on the player to score the next goal, or who will win the next leg of the tie) once the results of these bets are known and corresponding bets are deemed to have been completed.

If a match is definitively deemed to be unfinished, all bets made on the match will be cancelled and refunded unless otherwise arranged, including when the results are considered final at the end of the interruption.

Unless otherwise specified in the sports regulations, the result announced on the date of a match is in principle the one that will be taken into account for determining the winning bets.

Any subsequent amendment of the result by the official or disciplinary authorities will be disregarded for determining the winner of the bets.

## 9.3.11. Collusion and syndicates

Players must make their bets individually. If one or more players attempt to make the same bet several times, the amounts bet may be cancelled. Any attempt at collusion or intention to participate directly or indirectly in collusion relating to a bet, or syndicate betting is strictly forbidden. We are able to detect bets made in collusion; these may be declared invalid and cancelled by CIRCUS® BELGIUM at any time, including after the event.

A "syndicate bet" is an act, not authorised by CIRCUS® BELGIUM, in which an account holder or parties acting in association with an account holder do not comply with the CIRCUS® BELGIUM rules, directly and indirectly. When it is clear any account holders have acted in this manner, CIRCUS® BELGIUM reserves the right to cancel bets and/or defer payment of winnings until the conclusion of an enquiry.

In the event that CIRCUS® BELGIUM has reasonable grounds to suspect that a series of bets has been placed by a player or a group of players and which, as part of a bet is based on guaranteed profits for the customer(s) irrespective of the result, CIRCUS® BELGIUM reserves the right to pay the exact odds and cancel bets

## 9.3.12. Competition fraud

If fraud, match-fixing or any other irregularities that could compromise the integrity of a sporting event of a bet is suspected, the event in question will be suspended from the list of events and bets on this event will no longer be verified. The bets may be cancelled and the stakes refunded. CIRCUS® BELGIUM reserves the right to suspend access to the account until any investigation it deems necessary is completed.

## 9.3.13. Failure to take part in a competition

Unless otherwise specified in the sports regulations, if a (sports) competitor cannot take part in an event for any reason, where a bet relating to him/her has been placed on this event, the bet will deemed valid and the player's stake will be forfeited.

However, a bet will be cancelled and refunded in the following situations:

- the event/tournament is cancelled.
- the event/tournament is declared null and void.
- the venue for the event is changed.
- the event/tournament is suspended.

For "whichever is the greater" type bets, a result with two items of data is required to determine the winning bet. If one of the competitors refuses to take part in the competition/tournament, the bet will be refunded.

#### 9.3.14. Cancellation of a bet

CIRCUS® BELGIUM reserves the right, at its discretion, to declare a bet fully or partially void, specifically in the following situations:

- the bets were offered, placed and/or accepted due to an error;
- the bets were made when there were technical problems with the Website and would not normally have been accepted, which is or can be demonstrated by the bet organiser and/or CIRCUS® BELGIUM;
- in the event of an influence bet (act in which an account holder or parties acting in association with an account holder can influence the result of a meeting or event, directly or indirectly);
- in the event of syndicate bets;
- in the event of multiple accounts (non-exhaustive list of potential links: similar registration details, links by IP address, similar types of bets, etc.);
- in the event of a result directly or indirectly affected by criminal actions;
- in the event of a public announcement made in relation to a bet and which significantly alters the odds or in the event of a public announcement of the results during the bet validation period;
- in the event of an influence bet in which an account holder or parties acting in association with an account holder can influence the result of a meeting or event, directly or indirectly.

Moreover, if an event has just been cancelled or postponed, the bets may be maintained for a certain period from the time initially scheduled for the event to start in compliance with the sports regulations for which the bet was made.

- a. Pre-match betting
- A bet that takes effect after an event has started;
- A bet that takes effect after an associated event takes place and when conditions might have been altered in a direct and indisputable manner.

## b. Live betting

- Bets made at an incorrect price due to delayed live coverage or failure of live coverage;
- Bets made on specific events after they have taken place, or after an event that could otherwise be considered as leading to the outcome has occurred or is in progress (e.g. bets made on results such as "total goals scored" or "next goal" when there is a penalty or when a penalty is awarded);
- Bets made on odds that represented a score that is different from the actual score.

## 9.3.15. Sports regulations

Any additional information or rules about bets relating to a specific type of sport will be summarised in the sports regulations, which you can find <u>HERE</u>.

In the event of a contradiction between these general provisions relating to bets and the sports regulations, the latter shall prevail.

#### 9.3.16. Particular bets

In the event of bets on "even numbers / odd numbers", irrespective of the sports or the stake (such as the number of goals / cards played / mistakes etc.), if the result is "0", the result of the bet will be deemed to be an "even number".

All bets on the number of medals won during a competition are calculated according to the official medal table at the end of the competition. Any change made subsequently by the authorities responsible for the competition will be disregarded.

All medals won by the members of a country's team during competitions are added up once, regardless of the number of sportsmen/-women or players making up the team.

The rules relating to bets offered by our partner Betconstruct are subject to specific terms and conditions of use which you can see <u>HERE</u>.

## 9.4. Virtual sports betting

Virtual sports betting is regulated by the same terms and conditions as those governing actual sports betting in the sports category in question. Nonetheless, the Player has to be aged at least 21 before he can participate in the virtual sports betting.

Any area not covered by our conditions, or in which the rules would be in contradiction with those present in our sports regulations, is subject to the rules displayed in the Information section for virtual bets.

The virtual sports are presented virtually from a computer which generates the results of these sports using random number generator software, giving the Players a fair

chance of winning.

The account holder is aware and agrees that the Games are virtual and operated from servers. Any similarity with reality and existing names, events and circumstances in the games is purely coincidental.

The random number generator software used has been tested and certified by an independent inspection body.

#### 9.5. Cash-Out - Terms of Use

- I. The "Cash-out" function allows the Player to settle a bet completely or partially before its outcome is known.
- II. The bets available for a "Cash-out" are tagged by a specific label in the Sportsbook section. They are defined at the discretion of the operator.
- III. The "Cash-out" is limited to the amount proposed by the operator and displayed in the dedicated section.
- IV. The amount proposed for a "Cash-out" varies according to the evolution of the odds.
- V. The "Cash-out" function is available in Prematch and Live, on Single or Multiple bets.The "Cash Out" function is not available for System bets.
- VI. If a player decides to partially "Cash-out" their bet, the unredeemed part of the original stake is placed on the initial odds. Example: You place a single bet of €100 with odds of 3,00. The current odds are now 2,00 and the Cash-Out offer shown is €200. You decide to partially cash out your bet for €100. As you will have cashed out half the offer (€100 out of the €200 originally offered), the remaining half of your original stake will now be placed again at the current odds. (€50 on odds of 3,00).
- VII. For partial "Cash-Out", the minimum remaining stake has to be  $\leq 0.50$ . The minimum amount the Player can cash out is  $\leq 0.10$ .
- VIII. The decision to cash out a bet is irrevocable; The Player will not be able to solicit the cancellation of the cashed out bet.

- IX. The Operator reserves the right to deactivate / suspend the "Cash-out" function for a specific player without justification or prior warning.
- X. The Operator reserves the right to refuse / cancel a "Cash-out" request if:
  - a. The odds of the bet have changed.
  - b. The "Cash-out" has been offered incorrectly.
  - c. The result of the bet is already known when the player initiates the "Cashout".
  - d. A player abuses the function.
- XI. The Operator does not guarantee the availability of the functionality continuously, even if the "Cash-out" had been previously announced as being available for the bet.
- XII. The Operator cannot be held responsible if the "Cash-out" feature is unavailable for technical reasons or for any other reason whatsoever.
- XIII. Bets placed that are available for "Cash-Out" can be found in the Bet History section.

## 9.6. Sports betting Tournament

- Registration for the tournament via the module is mandatory, so that your bets are counted towards the tournament ranking. Said registration must take place before the start-time of the tournament to be considered, unless specified otherwise.
- II. Registration fees are included in the margins applied to the eligible bets for each tournament.
- III. Any bet placed before registering in a tournament will not be eligible for the ranking calculation.
- IV. The results of tournaments are determined according to the criteria and calculation method displayed.
- V. Only bets that have been closed before the end-date of the tournament will be eligible for the ranking. Circus cannot be held responsible for any delay in closing a ticket that prevents said ticket from being eligible.
- VI. In case of technical error (such as, by means of an example: translation error, odds error, etc.) or specific events (such as, by means of an example: abandonment, match delayed, etc.), the operator reserves the right to cancel the player's bets, in whole or in part.
- VII. In the event of a tie:
  - a. With a prize pool in play, the distribution of winnings will be recalculated to distribute the latter between the tied players. E.g. a distribution of 50% for the 1st, 30% for the 2nd and 20% for the 3rd. With

- two players tied, the distribution will be as follows (50% + 30%)/2 = 40% for the two 1st-placed players and 20% for the 3rd.
- b. With prizes in play, ties will be decided according to the order in which points are obtained. The player with the highest score first will be declared the winner. The ticket closing date prevails.
- VIII. Circus reserves the right to cancel a tournament at any time at its own discretion. Prizes will only be awarded if a tournament is upheld. In case of cancellation, participation fees will not be refunded to players, unless mentioned otherwise in the conditions. Eligible bets for the cancelled tournament will be upheld.
  - IX. Circus reserves the right, at its own discretion, to declare a player's participation void in case of suspected improper or illegal use of the functionality.
  - X. Circus reserves the right, at its own discretion, to restrict a tournament to a target group of players and to make it inaccessible to people who have not been invited to participate.
  - XI. Circus reserves the right to modify the general conditions for tournaments at any time. Upon logging in, the player will be notified of any change to the conditions and this change will be deemed to be accepted.
- XII. General tournament conditions are available in several languages. In case of contradiction, the French version shall prevail.

## **Article 10 — Circus EXTRA PAYOUT**

- 101. The games offered by the various game providers present on the circus.be Site have a payout rate specific to each game and identical on all legal or illegal sites offering these games to the public. Circus, as a legal operator, wishes to increase the overall RTP of the Site by proposing an additional redistribution related to activity on all the games offered on its Site, and this in order to meet the ratio legis of the Gambling Act of 1999 which is the channelling of players.
- 102 CIRCUS® BELGIUM thus increases, through the Activity of a Player on the Site, the Payout of that Player.
  - 10.2. The rules for granting Coins are defined below:
  - 10.2.1. Directly by playing

Coins are earned by the Player as they stake on games or bets. Their acquisition is based on a system where for every X euro wagered in a game or bet entitles the Player to 1 Coin.

For online casino games, a Player receives 1 Coin (\*) for each stake of:

- €10 on a dice game or a slot machine during the same Session Extra Payout of 0.1% (\*\*)
- €30 on roulette, video poker or blackjack during the same Session Extra Payout of 0.03% (\*\*)

- (\*) 1 Coin has a value of 1 euro cent. This corresponds to an increase in the RTP of 0.1% (1/1000 = 0.1%) for a typical "slot machine" game. This mechanism therefore aims to increase Player Payout as each Coin can be converted to a value of 1 euro cent.
- (\*\*) Minimum additional Payout may be higher depending on the Player's Status

For online sports betting, a Player gets 1 Coin each time they bet between €1 and €10 depending on the type of bet and the odds.

The minimum stake to win 1 Coin as part of betting is listed below;

Odds	Single	Combination
Between 1.40 and 1.80	€10 - Extra Payout of 0.1%	€4 - Extra Payout of 0.25%
Between 1.81 and 3.00	€7 - Extra Payout of 0.14%	€3 - Extra Payout of 0.33%
Between 3.01 and 7.50	€3 - Extra Payout of 0.33%	€2 - Extra Payout of 0.5%
More than 7.51	€1.50 - Extra Payout of 0.66%	€1 - Extra Payout of 1%

Circus reserves the right to multiply the number of Coins received on the basis of one or more specified games or bets or potentially during a specified period (for example: Odds booster and Coins booster).

Some third-party game providers offer gambling tournaments on the Site. During these tournaments, the Player can win cash directly which can increase the Payout for the winning Player. The special conditions of these tournaments are available on the circus.be website.

The Site also offers Prizedrops jackpots specific to the circus.be Site or offered by third-party providers on certain games.

10.2.2. Depending on the Status of the Player and their overall Game Activity, through the (i) Wheel and the (ii) Monthly Box.

#### (i) The Wheel;

An opportunity to spin the Wheel is granted each time a Player gains a higher Status. Depending on their Status, the Player can win a random number of Coins equivalent to X euros within the limits of the ranges below;

- Copper: between 3 and 20 (average 7)
- Bronze: between 3 and 25 (average 9)
- Silver: between 5 and 50 (average 14)

- Gold: between 25 and 150 (average 68)
- Platinum: between 25 and 400 (average 123)
- Diamond: between 200 and 2,500 (average 740)
- Diamond\*: between 400 and 5,000 (average 1,360)
- Diamond\*\*: between 1,000 and 15,0000 (average 2,722)
- Diamond\*\*\*: between 2,500 and 25,000 (average 10,000)
- Diamond\*\*\*\*: between 7,500 and 50,000 (average 18,500)

For example, when a Player obtains Copper status, they will be able to obtain up to 1,000 Coins by spinning the Wheel. This then equates to 0.2% additional redistribution of winnings. A player can win between 0.06% and 0.2% of Payout.

## (ii) The monthly Box

Every month, from the 1st to the 7th, each active Player will receive a virtual Box. When opening this Box, the Player will find out the number of Coins obtained.

The purpose of the Boxes is to increase the overall RTP of the Site based on Player Activity.

The ranges of the value of the Coins contained in the Box and linked to each Status are listed below;

- Blue: between 1 and 3 euros
- Copper: between 1 and 5 euros
- Bronze: between 1 and 6 euros
- Silver: between 1 and 7 euros
- Gold: between 1 and 20 euros
- Platinum: between 1 and 25 euros
- Diamond: between 1 and 100 euros
- Diamond\*: between 1 and 150 euros
- Diamond\*\*: between 1 and 200 euros
- Diamond\*\*\*: between 1 and 500 euros
- Diamond\*\*\*: between 1 and 1,000 euros

For example, a Copper Player will be able to find between X and X Coins in their Box. The RTP will increase by 0.01% and 0.2% depending on the level in the Copper Status.

## 10.3. The rules for converting Coins are defined below:

## 10.3.1. Coins Converter

Coins Converter is the feature offered by Circus.be allowing Players to convert accumulated Coins and convert them into euros based on 0.01 Coin = 0.01. The money can be withdrawn immediately

by the Player.

Any additional Payout granted by CIRCUS® BELGIUM as part of the CIRCUS EXTRA PAYOUT is subject to compliance by the Player with these General Terms and Conditions of Use and more specifically, the player must have an authenticated account and be over 21 years old. CIRCUS® BELGIUM reserves the right to cancel any additional earnings of the Player in the event of non-compliance with these Conditions, in the event of abusive use of Circus Extra Payout by the Player or in the event of a technical error.

## Article 11 - Depositing and withdrawing money

11.1. The Player's use of the Player account is strictly limited to his participation in the online gaming and betting available on the Sites and excludes any other use, especially as a bank account.

11.2. Under no circumstances can any amount of money associated with a Player account accrue interest.

## 11.3. <u>Deposit limits</u>

Two types of limits are available on the Website (a) the default deposit limit and (b) the personal deposit limits. The more restrictive limit will apply to the Player.

## a) Default deposit limit

Pursuant to the Royal Decree of 25 October 2018 on the conditions for operating games of chance and gambling via computers and of the Royal Decree of 19 June 2022 determining the conditions for the consultation of the Belgian Central Individual Credit Register by the Belgian Gaming Commission and amending the provisions relating to the limitation of online games of chance, the Player is informed of the imposition of a weekly deposit limit pursuant to the said Royal Decree, preventing the Player from depositing more than 200 euros per week into their Player account. The Player has the option of turning off the default deposit limit with the authorization of the Belgian Gaming Commission. However, the player is advised to set their gaming limits based on their financial situation and to always stay within the limit they set themselves.

To turn off the default deposit limit, the Player must go to their Player account settings or the Deposits page and request the removal of the default deposit limit.

Circus Belgium S.A immediately brings this request to the attention of the Belgian Gaming Commission in an electronic form.

Within 72 hours (three days) from the receipt of the request, the Belgian Gaming Commission will indicate if the request can be authorized after they have

electronically asked the Belgian National Bank if the Player is known to be in default of payment in the Belgian Central Individual Credit Register.

The increase cannot be granted to Players if they are known to be in default of payment in the Belgian Central Individual Credit Register of the Belgian National Bank. The Player will be notified of the Commission's refusal by Circus Belgium S.A.

The Player is also informed that CIRCUS® BELGIUM may be legally obliged to cancel the increase of the default deposit limit requested by the Player and initially applied following information from the Belgian Gaming Commission of the registration of the Player in the Belgian Central Individual Credit Register as being in default of payment.

## b) Personal deposit limits

As part of CIRCUS® BELGIUM raising awareness about responsible gaming and with a view to protecting the Player, the Player can at any time set themselves more restrictive personal deposit limits for all the games of chance and bets in which they take part on the Website. In the event that the Player does not set themselves a personal limit after the default limit has been removed, a €2,000 per week limit will be imposed on the Player.

To do this, the Player goes to their Player account settings where they have the option of setting deposit limits for periods of 24 hours, 7 days or 1 month. A decrease in the Player's personal deposit limits will have immediate effect.

If the personal deposit limit is increased by the Player, they are informed and unreservedly accept that they will only be able to play with this limit after a 72-hour period following the increase. Then, the Player may decide to reduce their personal deposit limit or to turn back on their default deposit limit by going to their Player account settings.

#### 11.4. Withdrawals

Subject to compliance with all the provisions of these General Terms and Conditions of Use, CIRCUS® BELGIUM undertakes to execute any withdrawal of winnings at the Players' first request insofar as and providing that the Player account balance is in credit.

CIRCUS® BELGIUM will only pay out any amount of money providing that the Player does not owe any money to CIRCUS® BELGIUM and, having checked that the game or bet has been run properly, that there has been no cheating, fraud or any software or human error that may have led to unjustified winnings or an unfounded loss.

In exchange for providing the services allowing players to play, to access a secure

system, to participate in money games or bets and to play with real money, CIRCUS® BELGIUM charges management fees on the majority of pots or stakes as well as participation fees. In return, CIRCUS® BELGIUM does not take any commission or fees of any type on deposits or withdrawals, irrespective of the payment method used. On the other hand, CIRCUS® BELGIUM reserves the right to apply administration fees of 15% on transactions (withdrawals and deposits) not solely intended for participation in the games or bets (specifically in the event of consecutive deposits and withdrawals without placing any stakes and any abuse of the Player account, for example).

The Player irrevocably and permanently waives any right to dispute or refuse any payment of amounts due to CIRCUS® BELGIUM. Moreover, the Player authorises CIRCUS® BELGIUM to debit from his/her Player account any amounts (s)he may have received as a result of fraud or a malfunction of the Sites or the gaming or betting services.

The Player undertakes to indemnify CIRCUS® BELGIUM for any loss it may suffer in relation to payments or defaults by the Player or incorrect or abusive use of his account.

Depending on the payment method used, costs may be reclaimed from the Player by his bank or payment provider. Under no circumstances may CIRCUS® BELGIUM be held responsible for these costs; the Player is responsible for finding out in advance from his bank or payment service provider about any transaction costs that might be charged.

The Player declares that he is aware that any financial transaction is subject to the usual timescales for bank transactions. It is also the responsibility of the Player to check that all information required to verify the transaction has been provided to CIRCUS® BELGIUM. Under no circumstances can CIRCUS® BELGIUM be held responsible if a payment is made to a Player's bank account that might have been hacked.

No credit can be transferred until the Player's account has been verified by CIRCUS® BELGIUM.

CIRCUS® BELGIUM reserves the right to request any information or documents deemed necessary to verify deposits and withdrawals of money.

Once your request has been verified, deposits made by means of a credit card or any other payment method will be executed immediately unless there is a technical problem.

Deposit limits per transaction:

• Min.: €10

• Max.: €25,000.00

#### Withdrawal limits:

By bank transfer:

Min.: €10

Max.: €25,000.00In our gaming halls:

Multiples of €5

• Min.: €15

Max.: €2,000.00

## Article 12 - Guarantee and Limitation of liability

The Player uses this Site entirely at his/her own risk. Unless otherwise specified and to the maximum extent permitted by law, this Site and all its content, the Software, the gaming and betting services offered and the information on or relating to the Site are provided "as is" and "depending on availability", without any guarantee of any type whatsoever, either explicit or implicit.

In particular, CIRCUS® BELGIUM makes no guarantees that the Site and its software will meet the Player's requirements, will not be subject to interruption, will be appropriate, secure or free of errors and bugs at all times and will not infringe the intellectual property rights of third parties. CIRCUS® BELGIUM does not guarantee that any faults will be rectified.

As a result of the above, the Player acknowledges that CIRCUS® BELGIUM, its directors, employees, agents or sub-contractors cannot be held liable, based on the services offered or information provided, for any harm or loss that the Player may suffer, either directly or indirectly, or for any non-material harm such as loss of profits, loss of opportunity, winnings, loss of use, loss or alteration of data or any costs incurred by acquiring substitute goods or services, resulting from the use or operation of the Site and/or Services offered or the data accessible via the Site, even if CIRCUS® BELGIUM has been informed of the possibility of such damages.

CIRCUS® BELGIUM also cannot be held liable if, for any reason beyond its control, one or more games, bets or services end up being modified, postponed or cancelled or temporarily made unavailable due to maintenance or updates.

Likewise, CIRCUS® BELGIUM reserves the right to interrupt or suspend one or more games, bets or services offered on the Sites without notice at any time and without reason or grounds. In this event, CIRCUS® BELGIUM cannot be held liable in any way and Players cannot claim any compensation of any type whatsoever.

In the event of system errors that occur during auditing or at the level of software features or components, neither CIRCUS® BELGIUM nor our software supplier can be

held liable to the Player or any third party for any costs, expenses, losses or complaints arising from such errors. In the event of such errors, we reserve the right to remove all the games affected by the software and the Site, to cancel all bets or games affected by such an error, including cancellation of all the players' winnings attributable to such an error, and to take any other measures necessary to rectify such an error.

Irrespective of the cause, if CIRCUS® BELGIUM should be held liable, for whatever reason or on whatever grounds, including negligence, for any harm or inconvenience of any type whatsoever, either directly or indirectly, foreseeable or unforeseeable, in particular including harm resulting from a gambling addiction (medical care, job loss, hospitalisation costs etc.), the maximum amount of indemnity for which CIRCUS® BELGIUM can be held liable will be limited to the lowest of the amounts below, with all causes and damages taken together:

- 1) the amount of the commissions collected by CIRCUS® BELGIUM in relation to the player account in question over the three months immediately preceding the complaint.
- 2) or the amount of 500 euros (five hundred euros).

Finally, the Player will hold CIRCUS® BELGIUM harmless for any harm or inconvenience of any nature suffered directly or indirectly by the Player or a third party, whether foreseeable or otherwise, as a result of abuse or improper use of the Site, the Software or the games by a Player or a third party, in particular harm relating to pecuniary loss, lack of winnings, data loss, damage to property or physical harm.

#### Article 13 - Intellectual property

The Player declares that he/she is aware that CIRCUS® BELGIUM is the owner or beneficiary of the intellectual property rights relating to all the trademarks, company names, symbols, commercial names, domain names or URLs, logos, photography, databases, sound, video clips, animations, images, text etc. or any other distinctive signs as well as the software and the games or bets presented on the site.

The Player benefits only from a personal, non-exclusive, temporary, reversible and non-transferable access and usage licence that is strictly limited to non-commercial use of the software and applications on the Site.

Any other use of the gaming and betting services of distinctive symbols of CIRCUS® BELGIUM that goes beyond the Player's legitimate authorised access is strictly prohibited.

The Player will refrain from infringing the aforementioned intellectual property rights in any way whatsoever, especially the reproduction, communication, use, even only in part, of distinctive symbols or use of all or part of the content of the Software,

games, Sites or any element of the Sites, without the prior written consent of CIRCUS® BELGIUM.

#### Article 14 - Term

These General Terms and Conditions of Use are valid indefinitely until the Player cancels his/her registration. The Player can take advantage of the Services as soon as his/her registration has been confirmed by CIRCUS® BELGIUM.

## Article 15 - Account suspension or closure by CIRCUS® BELGIUM

CIRCUS® BELGIUM reserves the right to suspend, cancel the registration of and close the account of a Player, temporarily or permanently, without notice or compensation, including during a game, specifically under the following circumstances:

- the Player account remains inactive for an uninterrupted period of 12 months or more.
- CIRCUS® BELGIUM believes that the User has infringed one or more provisions of these General Terms and Conditions of Use.
- the Player has not provided all the documentary evidence required to confirm his/her account within the requested deadline.
- the items or documents provided to CIRCUS® BELGIUM are incomplete or inaccurate.
- the conditions for registration are not or are no longer met.
- the Player is subject to a gambling ban.
- in the event of abuse of the account creation procedure.
- in the event of abuse of any offer by CIRCUS® BELGIUM.
- if CIRCUS® BELGIUM simply suspects or discovers fraudulent or illegal activity by the Player, or an attempt to make illegal use of the Sites, Software or gaming or betting services, including the use of a Player account by another Player (even with the latter's consent.
- any act of piracy of the Sites, Software or gaming and betting services, including infringement of the intellectual property rights of CIRCUS® BELGIUM.
- any actual or attempted collusion between players.

If a Player account is suspended or closed for the reasons above, CIRCUS® BELGIUM shall be entitled to retain the amounts shown in the player account so as to offset any administrative, damages and interest costs owed by the player. The Player will be notified by email of the suspension or closure of his/her account.

CIRCUS® BELGIUM reserves the right to:

- notify any competent authorities, including legal authorities, of any activities

- by the Player that are or are suspected to be illegal;
- block the holdings of the Player with a view to averting the consequences of any abuse or illegal use, either suspected or proven, of the Sites or the gaming and betting services;
- initiate any legal action that is required or useful with a view to stopping the breach blamed on the Player, obtaining reparations for the harm suffered by CIRCUS® BELGIUM or recovering any winnings that might have been paid to the Player afterwards or due to the breach for which he is being blamed.

## **Article 16 - Account closure by the Player**

Closure by the Player. The Player can close their account at any time by sending a registered letter to CIRCUS® BELGIUM, rue des Guillemins 129, 4000 Liège, Belgium, or by email. The Contract will be terminated once the Player has received written notification from CIRCUS® BELGIUM confirming the end of the Contract.

A player can also submit a request for an access ban to the Belgian Gaming Commission. In this case, he/she will no longer have access to casinos (real or online), slot machine rooms (real and online) and to betting shops (only online). The procedure for requesting a voluntary access ban is set out on the following web page:

http://www.gamingcommission.fgov.be/opencms/opencms/jhksweb\_fr/protection/forbid/free/index.html

**So-called "orphan" accounts.** Any player account that the Player has not logged in to for a minimum successive period of twenty-four (24) months will be closed (withdrawal of Coins, tickets and credit) on the initiative of CIRCUS® BELGIUM. As part of its approach as a responsible gaming operator, CIRCUS® BELGIUM will not send, except in exceptional cases, any prior notification to the Player concerned informing them of the upcoming closure of their player account.

## Article 17 - Consequences of termination of the Player account

**Closure by the Player**. Cancellation of the Account means that the Player:

- □ will cease all use of the Site, the Software and the games, and
- □ will delete all copies of these from his/her computer or any other medium.

Provisional closure of a player account entails the immediate blockage of the amounts in the player account.

Final closure of a player account entails immediate payment of the amounts in the player's account to the player's bank account, providing that the holder has not committed any fraudulent activity leading to the account blockage.

If such a payment is not possible, for reasons attributable to the player, especially if the player has changed his/her bank account details without notifying CIRCUS® BELGIUM, management charges for the closed account will be applied at the rate of two percent per month, with a minimum of three euros per month. These charges will only apply to closed accounts for which it has not be possible to transfer the balance for reasons attributable to the player.

It is impossible for a closed account to operate.

CIRCUS® BELGIUM will inform you of the closure by email.

**So-called "orphan" accounts.** In the event that this account has a positive balance in euros or Coins, it will be deleted. If the Player whose account has been closed makes themselves known to CIRCUS® BELGIUM after the closure of their account, CIRCUS® BELGIUM will investigate the Player's request and provide any appropriate follow-up.

## Article 18 - Responsible gambling

CIRCUS® BELGIUM invites you to gamble in moderation.

The Player is informed that, with some people, an increase in the duration or frequency of gambling may trigger a state of dependency or may lead to a certain mental fragility.

The Player should know that addiction consists of an inappropriate, persistent and repeated gambling habit. The pleasure of gambling turns into a pressing need to gamble, at the cost of serious consequences for the player and the people around him/her.

The Player can read the "RESPONSIBLE GAMBLING" section, available on all pages of the CIRCUS® BELGIUM site, at any time. In this section, the Player can see all the mechanisms that have been implemented on the site, the advice of the department for the fight against pathological and excessive gambling to prevent the risk of dependency, the procedure for registering on the list of those banned from gambling and the list of organisations specialising in fighting addiction.

#### Article 19 - Verification

CIRCUS® BELGIUM may at any time check the solvency of a Player, with the support of financial establishments and third-party payment service providers, as well as any information relating to his/her registration and account.

CIRCUS® BELGIUM may ask the Player at any time for details of his/her bank

account and financial transactions executed in the context of using the Site.

## **Article 20 - Complaints**

In the event of any complaint relating to the games or payment of winnings, the Player can go directly to the "Help" tab on the Site and send a separate email to support@circus.be.

Complaints must be submitted no later than 14 days after the event giving rise to the complaint. Otherwise, the complaint will be deemed inadmissible. However, the Player acknowledges that CIRCUS® BELGIUM is not obliged to investigate or follow up a complaint made by one Player against another Player.

A player who wishes to request information or submit a complaint about an online gaming site may contact the Belgian Gaming Commission, stating his/her surname, first name and date of birth, in two ways as follows:

By email to: info@gamingcommission.be

## By post to:

Commission des jeux de hasard (Belgian Gaming Commission)
Bureau des renseignements (information office)
Cantersteen, 47
1000 BRUSSELS,
BELGIUM

## **Article 21 - Transferability of the contract**

The Player's rights and obligations cannot be transferred to a third party without the prior consent of CIRCUS® BELGIUM.

CIRCUS® BELGIUM is authorised to sell the Software, the Sites and some or all of the gaming or betting services without the prior consent of the Player.

#### **Article 22 - Security**

CIRCUS® BELGIUM implements security measures to protect the personal information you provide against unauthorised access and use. Nevertheless, you acknowledge and accept the fact that transmissions via the Internet are never completely confidential and secure. You acknowledge that any message or information you transmit on our Site may be read or intercepted by other people, even if a special notice specifies that a given transmission is encrypted.

## Article 23 - Availability of the Services

Connection to the Site and use of the services offered means that you are aware of and accept the characteristics and limitations of the Internet, especially relating to technical performance, response times for viewing, querying or transferring information, the risks

of interruption and, more generally, the risks inherent in any connection and transmission via the Internet or via mobile telephony networks, the lack of protection of certain data against any embezzlement and the risks of contamination by any computer viruses circulating on the Internet and mobile telephony networks.

CIRCUS® BELGIUM will make every effort to ensure that the Site and the files that can be downloaded from it are free of bugs, viruses, Trojan horses and unauthorised spyware. Nevertheless, CIRCUS® BELGIUM can under no circumstances be held liable for the following (not an exhaustive list):

transmission and receipt of or failure to receive and data and/or information
via the Internet or mobile telephony networks;
any malfunction of the Internet and mobile telephony networks that prevents our
Services running and/or functioning properly;
failure of any receiver or communications equipment;
any data loss;
any Software malfunction;
consequences of any computer virus or bug, anomaly or technical fault;
any harm caused to a User's computer or mobile phone;
any technical, hardware or software fault of any type that may have harmed
a User's computer and/or mobile phone.

It is your responsibility to take all appropriate measures to protect your own data on your computer, tablet and/or mobile phone against any breaches. Moreover, CIRCUS® BELGIUM is only obliged to make best efforts to ensure the continuity of its Services.

In principle the Site is accessible 24 hours a day, 7 days a week, except for scheduled or unscheduled interruptions for the purposes of maintenance or in the event of force majeure.

#### Article 24 - Hyperlinks

## *Creating links to the pages on the Site:*

No links to the home page or one of the other pages on the Site may be made without the prior written consent of CIRCUS® BELGIUM. "CIRCUS® BELGIUM" or any other equivalent or more precise mention must be clearly made on or near the link.

This authorisation does not apply to websites distributing illegal, violent, controversial, pornographic, xenophobic or widely offensive information.

Authorisation to create the links specified in this article must be requested by sending an email to the following address: info@circus.be The request must include the address (URL) of the page on which the link will appear on the third-party site.

## Inclusion and use of frames

Any use or reproduction, even partial, of any of the elements of the Site within a third-party site by means of inclusion methods, frames, inclining or any other methods of a similar nature are strictly prohibited.

## Links on the Site

It is possible that the Site may contain links to third-party websites or web pages. Such sites are provided solely for your convenience and information. CIRCUS® BELGIUM makes no guarantee and accepts no liability in respect of third-party hypertext links or the content of these sites.

You access these websites at your own risk, and you acknowledge that these websites may be subject to different terms and conditions of use and other privacy protection provisions than those applicable to this Site.

#### Article 25 - Non-renunciation

The fact that CIRCUS® BELGIUM chooses not to apply any of the terms, commitments or conditions in these General Terms and Conditions of Use strictly to a User can never be interpreted as renunciation by CIRCUS® BELGIUM to do so, nor as an abandonment of its rights, and CIRCUS® BELGIUM may require strict and complete application to a User of some or all of the aforementioned terms, commitments and conditions of these General Terms and Conditions of Use at any time.

## Article 26 - Invalidity

The provisions of these General Terms and Conditions of Use should always be interpreted such that they are compliant with the applicable law. However, if any provision of these General Terms and Conditions of Use should be pronounced or found to be null and void or invalid, the validity of the remaining provisions shall remain unaffected. In such an event, CIRCUS® BELGIUM undertakes to replace the voided provision with a new one with the same objective as the invalid provision and, insofar as possible, will have the same effect so as to re-establish the balance of the contract.

## Article 27 - Languages

CIRCUS® BELGIUM offers its services to Players by means of forms in French, English and Dutch. These General Terms and Conditions of Use are translated into one of these three languages depending on your choice of navigation. The French version shall prevail in the event of a conflict between the translation and the French version.

#### Article 28 - Archiving and evidence

The files, data and documents kept by CIRCUS® BELGIUM on storage media in CIRCUS® BELGIUM's information systems under reasonable conditions of security shall be deemed evidence of communications and the results of games or bets entered into between the Player and CIRCUS® BELGIUM.

CIRCUS® BELGIUM will keep any written records documenting any agreement concluded between CIRCUS® BELGIUM and a Player for the purpose of taking advantage of CIRCUS® BELGIUM's services in electronic form without disclosing these documents to third parties.

In the event of discrepancies between the result of a game or bet shown on the Site and the result recorded directly or indirectly by CIRCUS® BELGIUM, especially on its computer server via the Software, the result recorded by CIRCUS® BELGIUM shall prevail at all times.

#### Article 29 - Additional information

If a Player has any questions relating to these General Terms and Conditions of use or the Services in general shown on the Sites, he/she is invited to contact CIRCUS® BELGIUM on the following email address: info@circus.be.

## Article 30 - Applicable law - Disputes

The present Contract is subject to Belgian law, without prejudice to the mandatory provisions that the Player would be entitled to enforce in application of article 6 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations.

In the event of disagreement or dispute between you and CIRCUS® BELGIUM arising from or relating to your use of the sites, the parties should attempt to resolve this dispute quickly and in good faith within 14 days of notification by one of the Parties. If it is not possible to resolve this dispute within the specified deadline, the Belgian courts and tribunals in the legal district of Liège shall have sole competence to recognise any dispute concerning the application or interpretation of these General Terms and Conditions of Use.

You acknowledge that, notwithstanding any contradictory legislative provision, any complaint or action against us must be lodged no later than one year after the event giving rise to it.

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<u>Note</u>: In case of any differences between the French and the English version of these regulations, the French version takes priority.