

Casino Terms and Conditions

Last updated: {date} 02.09.2024 Version: 2.6

1. GENERAL

Before using our website, please read these Terms and Conditions carefully. By registering a Player Account with the website you **agree and** confirm your consent with the Terms and Conditions.

The website www.GUNSBET.com ("Casino", "Website", "Company", "We", "Us", "Our") is owned and operated by Dama N.V., a company registered and established under the laws of Curaçao, with registration number 152125 and registered address at Scharlooweg 39, Willemstad, Curaçao, and its wholly-owned subsidiary, Friolion Limited, registered in Cyprus with registration number HE 419102 and registered address Leandrou, 12A 3086, Limassol, yprus. Dama N.V. is licensed and regulated by Curaçao Gaming Control Board (license no.OGL/2023/174/0082).

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

2. CHANGES TO TERMS AND CONDITIONS

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

3. WHO CAN PLAY

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

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

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

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

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.

Users from the following countries and their territories ("Restricted Countries") are not allowed to deposit and play real money games: Afghanistan, Åland Islands, Albania, Algeria, American Samoa, Andorra, Angola, Anguilla, Antarctica, Antigua and Barbuda, Argentina, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belgium, Belize, Benin, Bermuda, Bhutan, Bolivia, Bonaire, Bosnia and Herzegovina, Botswana, Bouvet Island, British Indian Ocean Territory, Brunei Darussalam, Bulgaria, Burkina Faso, Burundi, Cabo Verde, Cambodia, Cameroon, Cayman Islands, Central African Republic, Chad, Chile, China, Christmas Island, Cocos (Keeling) Islands,

Colombia, Comoros, Congo, Democratic Republic of the Congo, Dutch West Indies, Cook Islands, Costa Rica, Croatia, Cuba, Curaçao, Czech Republic, Côte d'Ivoire, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Falkland Islands (Malvinas), Faroe Islands, Fiji, France, French Guiana, French Polynesia, Gabon, Gambia, Georgia, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guinea, Guinea-Bissau, Guyana, Haiti, Hawaii, Heard Island and McDonald Islands, Holy See (Vatican City State), Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Iran, Iraq, Isle of Man, Israel, Jamaica, Jersey, Jordan, Kenya, Kiribati, Kyrgyzstan, Lao People's Democratic Republic, Latvia, Lebanon, Liberia, Libya, Liechtenstein, Lithuania, Macao, Macedonia, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Martinique, Mauritania, Mauritius, Mayotte, Mexico, Micronesia, Moldova, Monaco, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nauru, Netherlands, Nepal, New Caledonia, Nicaragua, Niger, Nigeria, Niue, Norfolk Island, North Korea, Northern Mariana Islands, Oman, Pakistan, Palau, Palestine, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Pitcairn, Poland, Portugal, Puerto Rico, Qatar, Republic of the Congo, Réunion, Romania, Rwanda, Saint Barthélemy, Saint Helena, Saint Kitts and Nevis, Saint Lucia, Saint Martin (French part), Saint Pierre and Miquelon, Samoa, San Marino, Sao Tome and Principe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Singapore, Sint Maarten (Dutch part), Slovakia, Solomon Islands, Somalia, South Georgia and the South, Sandwich Islands, South Korea, South Sudan, Spain, Sri Lanka, St Eustatius And Saba, Suriname, Svalbard and Jan Mayen, Swaziland, Sweden, Syrian Arab Republic, Taiwan, Tajikistan, Tanzania, Thailand, Timor-Leste, Togo, Tokelau, Tonga, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Turks and Caicos Islands, Tuvalu, Uganda, Ukraine, United Kingdom, United States of America, United States Minor Outlying Islands, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Virgin Islands, Wallis and Futuna, Western Sahara, Yemen, Zambia, Zimbabwe. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that player breaches this Restricted Countries policy.

4. AVAILABILITY OF GAMES

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

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

1. Absolute Restriction

NetEnt will not permit NetEnt Casino Games to be supplied to any entity that operates in any of the below jurisdictions (irrespective of whether or not NetEnt Casino Games are being supplied by the entity in that jurisdiction) without the appropriate licenses.

Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Spain, Sweden, Switzerland, United Kingdom, United States of America.

2. Blacklisted Territories

All NetEnt Casino Games may not be offered in the following territories:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia, France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia, Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Portugal, Romania, Singapore, Spain, Sweden, Switzerland, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America, Yemen, Zimbabwe.

3. Blacklisted Branded Games Territories

The followed NetEnt Braded Games have some further restrictions in addition to the Blacklisted Territories set out above:

3.1 In addition to the jurisdictions set out in paragraph 2, Planet of the Apes Video Slot must not be offered in the following territories:

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

3.2 In addition to the jurisdictions set out in paragraph 2, Vikings Video Slot must not be offered in the following jurisdictions:

Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey, Ukraine, United States of America.

3.3 In addition to the jurisdictions set out in paragraph 2, Narcos Video Slot must not be offered in the following territories:

Indonesia, South Korea.

3.4 In addition to the jurisdictions set out in paragraph 2, Street Fighter Video Slot must not be offered in the following territories:

Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

3.5 In addition to the jurisdictions set out in paragraph 2, Fashion TV Video Slot must not be offered in the following territories:

Cuba, Jordan, Turkey, Saudi Arabia.

4. Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse and The Invisible Man) may only be played in the following territories:

Andorra, Austria, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Cyprus, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Montenegro, North Macedonia, Norway, Poland, Russia, San Marino, Serbia, Slovakia, Slovenia, Turkey and Ukraine.

Players from Canada are not eligible to play the games from NYX.

5. ACCEPTED CURRENCIES

The website allows playing for the following currencies:

Euro (hereinafter "EUR")

1. US dollar (hereinafter "USD")
2. Australian dollar (hereinafter "AUD")
3. Canadian dollar (hereinafter "CAD")
4. Norwegian Krone (hereinafter "NOK")
5. Polish Zloty (hereinafter "PLN")
6. New Zealand Dollar (hereinafter "NZD")
7. Indian Rupee (hereinafter "INR")
8. South African Rand (hereinafter "ZAR")
9. Japanese yen (hereinafter "JPY")
10. South Korean Won (hereinafter "KRW")
11. Brazilian real (hereinafter "BRL")
12. Vietnamese Dong (hereinafter "VND")
13. Bitcoin (hereinafter "BTC") and other cryptocurrencies such as "ETH", "DOG", "BCH", "LTC", "USDT", "XRP".

6. FEES AND TAXES

You are fully responsible for paying all fees and taxes applied to your winnings according to the laws of the jurisdiction of your residence.

7. 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.

8. DISCLAIMER OF LIABILITIES

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

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

In the unlikely case where a wager is confirmed or a payment is performed by us in error, the Company reserves the right to cancel all 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 the Casino mistakenly credit your Player Account with a deposit, bonus or winnings that do not belong to you, whether due to a technical issue, error in the paytables, human error or otherwise, the amount and/or the winnings from such bonus or deposit will remain the Casino property and will be deducted from your Player Account. 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.

9. USE OF PLAYER ACCOUNT

Each player is **allowed to** create only one (1) personal account.

Creating multiple Player Accounts by a single player can lead, **at the sole discretion of the Casino**, to termination of all such accounts **and cancellation of all payouts to the player**. The player shall not provide access to their Player Account or allow using the Website to any third party including but not limited to minors.

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 Website can only be used for personal purposes and shall not be used for any type of commercial profit. 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. Account and/or any actions in the account may be terminated until the account is fully verified. We will make reasonable efforts trying to contact you regarding the withdrawal of the funds, but if we are not able to reach you (by email or phone) in two (2) weeks **as from the date of the request for withdrawal**, account will be locked, since you have failed to pass the KYC procedure.

10. ANTI-FRAUD POLICY

The Company has a strict anti-fraud policy and utilises various anti-fraud tools and techniques. 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 gaining of unfair winnings
- fraudulent actions against other online casinos or payment providers
- chargeback transactions with a credit card or denial of some payments made
- creating two or more accounts
- low risk roulette play where the player betting equal stakes for both black/red or even/odd covering 25 or more out of 37 numbers on the table. (Placing bets on black/red only covers 36 of 37 possible numbers).
- other types of cheating or becomes a bankrupt in the country of their residence, the Company reserves the right to terminate such Player Account and suspend **and/or cancel** all payouts to the player. This decision is at the sole discretion of the Company and the player will not be notified or informed about the reasons of such actions. The Company also reserves the right **and may be obliged** to inform applicable regulatory bodies of the fraudulent actions performed by the player.

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

- charge the player a sum equivalent to the players available balance funds in order to compensate damages and expenses suffered by an incurred as a result of chargeback;
- claim further damages and financial losses from the player by contacting them via one of the methods provided during the registration process (i. e. phone, e-mail, etc.);
- close player's personal account and/or discard all and any winnings gained as a result of such act or attempt to act.

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;
- providing of forged documents;
- 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 tc) 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.

Any deposit has to be wagered 3 times (player must place bets three times of their deposit amount) before the withdrawal of funds connected to this deposit is available. In case several deposits were made with no gaming activity, player has to wager the total amount of these deposits prior to withdrawal. Otherwise the Casino has a right to charge a fee for the procession of deposit and withdrawal, which is at the sole decision of the Casino

We will make reasonable efforts trying to contact you regarding the withdrawal of the funds, but if we are not able to reach you (by email or phone) in two (2) weeks as from the date of the request for withdrawal, account will be locked, since you have failed to pass the KYC procedure. Any player's winnings, whether acquired through gameplay with bonuses or using real funds, may be subject to confiscation in the event that the player fails to provide the required KYC information in its entirety within 40 days from the date of the request.

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

11. DEPOSITING

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

Contact our support team at support@GUNSBET.com to inquire about the payment methods which are most favorable for your country of residence.

Using third party payments is prohibited. You must make deposits only from a bank account, bank cards, e-wallets or other payment methods that are registered in your own name. If we determine during the security checks that you have violated this condition, your winnings will be confiscated and the original deposit will be returned to the owner of the payment account. The Company is not responsible for the lost funds deposited from third party accounts.

Please note that the minimal amount of deposit is 20€ or an equivalent. The maximum amount of deposit depends on the payment method you decide to use **and will appear when choosing the payment method.**

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

12. WITHDRAWAL POLICY

The minimal amount for withdrawal is 20€ or an equivalent. The maximum amount for withdrawal depends on the payment method you use. If the requested amount exceeds the limit of a particular payment system, the amount will be withdrawn in installments.

The Casino reserves the right to request verification documents before being able to process your withdrawal (ID, payment systems, utility bills, etc.), following standard KYC (Know Your Customer) procedures, even if similar or other documentation has previously been provided by you) as well as to hold any refunds for the time needed to check your identity. In case you provide false or incompleted Personal Data, the withdrawal can be refused and the Player Account terminated, of which you will be informed by email. Reporting by the Casino to applicable regulatory bodies of actions performed by the player may be required.

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.

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

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

All Bank Transfer payouts are in principle processed within three (3) banking days. Please mind that you will not be able to request a Bank Transfer for USD payouts.

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

The maximum withdrawal amount processed to a player is 7,500 € per week and 15,000 € per month, unless otherwise specified in the Terms & Conditions of a specific promotion. Exceptions may be made to players with a higher VIP level, if any, at the Casino's sole discretion.

If you win more than €15,000, the Casino reserves the right to divide the payout into monthly instalments of maximum €15,000 until the full amount is paid out.

All progressive jackpot wins will be paid in full.

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.

13. REFUND POLICY

A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account.

If you have funding your account with a Credit Card we reserve the right to pay all withdrawal requests up to the total amount deposited as refunds against the purchases you have made. If your withdrawals exceed the total amount deposited, any excess amount will be paid to you via one of our alternative methods available.

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

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

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

Contact our support team at support@GUNSBET.com to inquire about the possibility of a refund. List of required documents to proceed with the refund (please note that additional documents could be requested): photo of ID, photo or screenshot of the payment system, photo or screenshot of the document confirming the current address. We reserve the right to make a phone call to the number provided in your user account, which, at our discretion, can be a necessary part of the KYC procedure. Withdrawals may be terminated until the account is fully verified. We will make reasonable efforts to contact you regarding the withdrawal of funds, but if we are unable to reach you (by email or phone) within two (2) weeks from the date of the withdrawal request, the account will be locked since you have failed to pass the KYC procedure. All refund payouts are, in principle, processed between five and seven (5-7) banking days.

14. DORMANT ACCOUNTS

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

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

15. EXPIRY PERIOD

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

16. 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.

Casino is to acknowledge a complaint started by the account holder only. It is forbidden **to and you can therefore not assign, transfer**, hand over or sell your complaint to the third party.

Casino will dismiss the complaint if the matter is handed over to be conducted by the third party and not the original account owner.

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.

17. NON TRANSFERABILITY

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

18. ARBITRATION

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