

**GENERAL TERMS AND CONDITIONS OF BUSINESS OF PERSONAL EXCHANGE INTERNATIONAL LTD. (PEI Ltd.), LEVEL 2, MARINA BUSINESS CENTRE, ABATE RIGORD STREET, TA XBIEX, - XBX1127, MALTA PERSONAL EXCHANGE LIMITED**

IMPORTANT- PLEASE READ THESE CONDITIONS OF BUSINESS CAREFULLY BEFORE YOU ACCEPT THEM: PRINT THEM OUT AND STORE THEM WITH ALL E-MAIL CONFIRMATIONS, ADDITIONAL CONDITIONS, TRANSACTION DATA, GUIDELINES AND PAYMENT TYPES THAT APPLY TO YOUR USE OF THE SERVICES. WE SHALL NOT ARCHIVE OUR CONTRACT WITH YOU. PLEASE PRINT OUT THIS DOCUMENT IF YOU WOULD LIKE A COPY FOR YOUR RECORDS.. WE RESERVE THE RIGHT TO AMEND THESE TERMS OF BUSINESS (AS DESCRIBED BELOW).

These General Terms and Conditions of Business were last amended on December 8<sup>th</sup>, 2011.

Version No. : 1.07

**1. APPROVAL OF THE GENERAL TERMS AND CONDITIONS OF BUSINESS**

By way of registering on our website, and your declaration of consent regarding the business conditions, you enter into a legally binding contract that also includes these General Terms and Conditions of Business ("General Terms and Conditions of Business") and the following Special Terms of Business ("Special Terms of Business"): the Data Protection Guidelines and the Special Terms of Business of PEI, Malta (the General Terms and Conditions of Business and the Special Terms of business are jointly referred to as the "Terms of Business").

Please take note that these General Terms and Conditions of Business shall have preference in the event of a conflict between these General Terms and Conditions of Business and the Special Terms of Business.

The pertinent supervisory authority for this offer is the Lotteries and Gaming Authority of Malta (LGA), which is the Regulatory Body that has granted PEI the following licenses:

LAG/Class 2/156/2002 – Issued on the 9th of June 2005 (Sports Betting) – Full License

LAG/Class 1/156/2002 – Issued on the 16h of April 2011 (Casino) – Full License

LGA/Class 1/747/2011 - Issued on the 19th of July 2011 (Casino) – Full License

LAG/Class 3/156/2007 – Issued on the 31st of August 2007 (Poker) – Letter of Intent

## 2. PARTIES

- 2.1 The terms of business between you and the following parties provide for your use of the services in the following sections of the website ("**Services**):
- Personal Exchange International Limited, a company registered in Sliema, Malta, which has its registered office at 60 Tower Road, Sliema, SLM, Malta ("**PEI**") regarding the services in all parts of the website that are not elsewhere in the following paragraphs, including your use of the website, the user management and support and regarding casino gambling, poker sports betting and payment.
- 2.2 Reference in the terms of business to "**us**" "**our**" or "**we**" refer to the corresponding company with which you enter into a contract as specified above. Reference to "**you**" and "**your**" refer to you as the end user of the website and/or the services.

## 3. REGISTERING/PLAYER ACCOUNT

- 3.1 To benefit from the variety of services, you will need to open an account ("**player account**") with us. You can open your player account by going to "**Registration**" on the website and following the instructions.
- 3.2 Once you have opened your player account, you will be requested to provide personal information, including your First name and surname, address, e-mail, sex and date of birth. You must ensure that the data stated in the registration is accurate and that it is kept up-to-date at all times. You can amend the data stated in the registration at any time by processing your player account settings. Our data protection guidelines contain further information about the collection and use of your personal data. The player account within the player account is a virtual account aimed at making all your transactions more comprehensible and transparent for you.
- 3.3 If no activity is recorded on your player account for longer than 30 months the account shall be deemed to be a dormant account under Malta's Remote Gaming Regulations (LN 176 of 2004). The trustee shall transfer the credit that may be on your player account to the bank account stated by you in your player account. Your player account will be blocked. If details of a bank account have not been stated in your player account, we shall make every acceptable effort to pay out the money to you. In the event that this is not successful, the money shall be transferred to the Lotteries and Gaming Authority of Malta provided that no claim shall lie against us. .
- 3.4 If you open your player account you can select an individual user name and an individual password. Once your player account has been opened, you under-

take to keep the user name and the password secret. We recommend that you regularly change the password (at least every four weeks).

- 3.5 All transactions carried out using your user name and your password shall be deemed valid irrespective of the fact whether or not you had authorised such transactions. We shall not be liable for claims in the event that you disclose your user data to third parties or have done so in the past. You alone are responsible for safeguarding the confidentiality of your password, and you are responsible for all activities carried out under your user name and your password. Please inform us immediately of any unauthorised use of your password and any security breach of which you are aware.
- 3.6 If you lose or have forgotten your user name or password, please follow the instructions on the website in respect of finding out your password, or contact our customer service via the contact data stated on the website.
- 3.7 We reserve the right to reject a registration without stating the reasons for such action.
- 3.8 You may only register once as a customer with us, and only manage one player account. You are not permitted to register again using another name or another e-mail address. In particular you are not permitted to register third-parties - even if they give their consent in that respect. This also applies, among other things, to friends and relations. You are not permitted to sell, transfer or acquire your account. If, due to any connection between user accounts, we have grounds to suspect that you have opened more than one account, we are entitled to cancel any bets placed, reclaim any prize money paid and cancel any premiums granted. Any such suspicion may only be rebutted by you proving to us beyond any doubt, that the user accounts have been opened by separate individuals and that our Terms and Conditions of Business have not been breached.
- 3.9 You are entitled to close your player account at your discretion at any time. In that respect please contact our customer service. In the event of closing your account at your request, we shall pay out to you the existing credit on the player account, and stop sending you the newsletter.

We shall store your playing history and your payment data in accordance with the valid data protection laws.

- 3.10 Contractual obligations that have already been originated are also to be fulfilled if the opening of the user account is declined or is later closed or blocked.
- 3.11 Insofar as you have not used your account for a period of 12 consecutive months to place bets with real money or used real money to play Poker or Casino, your account shall be rendered inactive ("inactive account"). We shall

charge an administrative fee of €5 per month for inactive accounts, beginning at the end of the first month of the account being rendered inactive. This fee shall only be charged until either (i) the inactive account records a positive balance or (ii) the account is reactivated by making a transaction with real money.

#### **4. DEPOSITS AND WITHDRAWALS**

- 4.1 In order to use the fee-based services offered on the website you must first deposit money into the PEI account. PEI manages the deposited money and implements the transactions required to use the services offered on the website on your behalf. Payments may be made by credit card, via the external electronic payment service provider listed on our web-site and in some country by means of direct debit or a transfer from your bank account. Please note that fees may be charged for these payments or transactions. We should not be regarded as a financial institution. No interest will be charged.
- 4.2 Your personal balance may be viewed at any time under "My account".
- 4.3 You must ensure that all deposits to the PEI account come from an account for which you are a named account holder. Deposits are made for a particular purpose, represent discount payments for future games and service charges and can therefore not be transferred to another bank account.
- 4.4 Online deposits are made using a credit card by entering your credit card details and your 3DSecure security code if available (verified by Visa, MastercardSecure). We reserve the right to limit the maximum amount that can be deposited each week. You also have the opportunity to use your credit card to pay for services; this results in repeat payment obligations because the service is renewed automatically. With the first payment for such a service using your credit card, you authorise us, subject to revocation by you, to charge variable amounts to your credit card in future for fees for services that become due at the relevant time.
- 4.5 Deposits by direct debit using electronic direct debit agreements (if permitted by your country) are made with immediate effect. We reserve the right to limit the maximum amount that can be deposited each week.
- 4.6 Subject to Number 4.3 you can make withdrawals of a minimum of 30 EUR to the bank account or to another account that you have provided us. We reserve the right to only make payments to other accounts after checking your authorisation for these payments or to only make payments to the account from which deposits to our account are made.
- 4.7 If you transfer your balance to an account outside the EU or want to make a transfer from such a bank account, we reserve the right to charge you the

transaction costs incurred. We also reserve the right to charge you the bank and collection fees if direct debits are not paid or payments are returned. We also reserve the right to pass on third party fees and other costs for incorrect postings caused by you.

- 4.8 We will manage the deposits that you have made to cover any payment obligations on your behalf regarding services offered on the website.
- 4.9 You can only use the services offered on the website if we hold an adequate balance to pay the selected services on your behalf.
- 4.10 We shall charge an additional fee according to the exchange rate specified by the European Central Bank on the day of the transaction of up to 2% for each transaction made from your account which involves a currency conversion (e.g. between the poker room gaming account and the website gaming account). This fee shall serve to compensate us for the risks and losses associated with exchange rate fluctuations.
- 4.11 You have no right to receive interest or other sums (e.g., by improved exchange rates) produced by the account.
- 4.12 We will check your identity on any initial pay-out or pay-outs amounting to €2,300 or more. The same applies to pay-outs on deposits that have been used in limited amounts or not at all in play. The verification of your identity occurs according to the regulations in Number 6.6 of these terms of business.
- 4.13 Notwithstanding other rights and legal means we can at any time offset a credit balance on your gaming account with a sum that you owe as a result of claiming services on the website.
- 4.14 You are responsible for the notification of your gains and losses if such notification is required in the legislation or by the financial authorities of your country.

## **5. HOW TO EFFECT SELF IMPOSED LIMITS**

- 5.1 You have the option to apply the following restrictions (limits) to your player account:
  - Restriction of monetary amounts that may be used during a specified period on our website.
  - Restriction of the losses that may be made during a certain time on your player account.

- Restriction on the amount that may be bet during a single session on our website.
  - Blocking your player account for a specified or non-specified time.
- 5.2 Should you wish to apply, cancel or amend one of the above restrictions to your account, please contact our customer service in writing or by e-mail.

The limits you have requested shall be implemented

- in the case of cancelling or increasing the limit, or cancelling the blocking of your account, within 7 days following receipt by us of your request
- in the case of reducing the limit or extending the blocking of your player account, directly following receipt by us of your request.

We shall not accept any disposals on your player account that do not correspond with the limits you have chosen.

## **6. REGULATIONS REGARDING ENTITLEMENT, CHECKING AND MONEY LAUNDERING**

- 6.1 Salaried employees, vicarious agents and representatives of all companies or persons who offer their services on the website, or render services in conjunction with the offers on or for the website, and the salaried employees, vicarious agents and representatives of affiliated companies of these companies are not permitted to make use of the services offered on this website. The same applies to relatives or persons who live in a shared household with such persons. Winnings made by way of violating this prohibition shall not be paid out. In the event of a win, you may be asked to make an assurance regarding your entitlement to the profit by way of an affirmation in lieu of an oath, and furnish proof of your identity by way of an identification document with a picture issued by an authority.
- 6.2 You must be at least 18 years of age to be able to use the website and/or the services. By opening a player account you confirm that you are at least 18 years of age. Participation by minors is unlawful. Minors are therefore excluded from taking part in gambling.
- 6.3 For legal reasons, access to certain services on the website may not be permitted for some or all residents or persons who are located in certain countries. We do not intend the website and services to be used by persons in countries in which such activities are unlawful. The website does not constitute an offer or request or invitation on our part to gamble or take out a subscrip-

tion for gambling or the use of other services by way of a jurisdiction in which the activities are prohibited by law.

Residents of the following countries are not allowed to use the website or these services: Malta, France, Poland and USA.

- 6.4 It is your responsibility to find out about the valid laws that apply to the location or country in which you are located. You should ensure that you are acting lawfully under the jurisdiction by which you use the website or individual services.
- 6.5 We shall not accept any liability if use of the website or participation in services constitutes an infringement of the law in your native country or your whereabouts. However, if we are of the opinion at any time that your use/participation constitutes an infringement of such a law, we shall be entitled to exclude you and your player account at any time if we consider such action to be appropriate.
- 6.6 By approving these terms of business, you authorise us or authorized service providers to check the data you make available to us in the case of registering for your player account or in the case of amending your player account data. We may, in particular, check whether or not you are at least 18 years old, whether the personal data given is correct, as well as whether or not you are actually a resident of the country you have stated. We reserve the right to request that you provide us with a clearly readable copy of your personal identity card, passport, an electricity bill, or another official identification document that we consider adequate with which to verify your age, your personal data, and nationality.

In the event that you fail to or are unable to furnish such proof, we shall be entitled to temporarily or permanently block your player account and retain the credit on your player account.

- 6.7 Proof of such verification of your age may be stored, and such information may also be made available in the future to other companies within our Group that render services. Each company undertakes to treat your data in absolute confidentiality as specified in the data protection provisions, and shall act at all time in accordance with such regulations. Our data protection guidelines contain further information about the collection and use of your personal data.
- 6.8 We reserve the right to render all transactions void or to temporarily or permanently block your user account if you have given inaccurate data. All used monies shall be returned to you and you shall forfeit the right to the wins up to that time. If your account is temporarily blocked, you may no longer register and you may neither transfer money to your player account nor withdraw money from your user account or participate in the offered games or bets. The

player account shall remain valid and can be released for use at a later date by our customer service. In this respect please contact our customer service.

- 6.9 We comply with the Anti-Money Laundering Act. We will monitor all transactions for the prevention of money laundering and we will report any suspicious transaction to the relevant competent authorities in Malta. If you are aware of any suspicious activity relating to any of the Games of the Website, You must report this to us immediately.

We are allowed to suspend, block or close Your Member Account and withhold funds if requested to do so in accordance with the Anti-Money Laundering Act.

## **7. USING THE SERVICES**

- 7.1 We reserve the right to discontinue without replacement, amend, withdraw or add a service or the entire website at our sole discretion with immediate effect and no prior warning.
- 7.2 We shall not tolerate any fraudulent activities. If we are of the opinion, at our reasonable discretion, that you are attempting to defraud us, another user of our services or another person in any way, for example by way of payment fraud, or by transferring funds to other players, or if we suspect a fraudulent payment, for example by way of using stolen credit cards or other fraudulent activities or prohibited transactions (such as money laundering) or if you violate the terms and conditions of business, we reserve the right to temporarily block you and/or exclude you in full from using our services; retain winnings and credits in part or in full and to forward the information (in conjunction with your identity) to the police and other pertinent authorities. Our data protection guidelines contain further information on this procedure.
- 7.3 You may not misuse the website by wittingly introducing viruses, Trojan horses, worms, logical bombs or other material that has a detrimental effect in a malicious or technological manner. You may not attempt to gain unauthorised access to the website, the servers on which the website is stored or other servers, computers or databases with which the website is associated or which are used to render the services. Player collusion and use of devices which distort normal game play, such as robots are prohibited as well. We shall report any such violation to the pertinent law enforcement agencies and we shall collaborate with the authorities by disclosing your identity. In the event of such a violation we may end your use of the services.

## **8. LONG DISTANCE PARTICIPATION**

- 8.1 You bet or play subject to payment of money via an electronic means of communication and therefore acknowledge that

- 8.2 You may be using a connection or equipment that is slower than the connections or equipment of other persons, and that this may have a detrimental effect on your performance in the event of time-critical events offered via our website;
- 8.3 You may encounter system weak points, errors, disruptions or service interruptions that are caused by unexpected weak points, errors or disruptions in the software, hardware or networks that are used to provide the services and the website. If such weak points, errors or disruptions give rise to the fact that a service is interrupted under such circumstances, and it cannot be restarted from exactly the same position without a disadvantage for you, we shall take all reasonable measures to treat you fairly;
- 8.4 When you place a bet during an "ongoing event", you may not have access to all the latest information, and
- 8.5 Guidelines are offered via the website for each service that is offered on the website, for which these terms of business apply, and you should take these into consideration prior to using the products offered on the website.

## **9. INTELLECTUAL PROPERTY**

- 9.1 We or our licensors hold, at all times, all rights to intellectual property and all materials and/or the content we make available via the services.
- 9.2 The names, pictures and logos that state us, companies of our partners or third-parties and our/their products and services contained on the website or in the services, are trademarks and may not be duplicated or otherwise used without express approval.
- 9.3 Nothing in these terms and conditions of business may be interpreted such as if a license or a right were tacitly granted to use a trademark, patent, design right or copyright that is owned by us or a third-party.

## **10. ESTABLISHING CONTACT**

- 10.1 If you wish to make a complaint or inquire about something or otherwise need to contact us, you can do this by e-mail, letter or telephone by using the customer service contact data stated on the website.
- 10.2 Complaints about evaluations or the amount of a win must be directed by mail to [support@pei-ltd.com](mailto:support@pei-ltd.com) within 14 days following the announcement of the evaluation or the amount of the win. We shall process your complaints within 21 days following receipt. If your complaint has not been dealt with to your

satisfaction, you are free to approach the Lotteries and Gaming Authority of Malta (LGA) by sending an e-mail to [complaints@lga.org.mt](mailto:complaints@lga.org.mt).

## **11. CANCELLING AND TERMINATION**

- 11.1 If you enter into a transaction by way of using the services, you cannot cancel or rescind the transaction.
- 11.2 We reserve the right to terminate the terms and conditions of business at our absolute discretion and in respect of you player account, to retain your player account balance, to temporarily block your player account, completely close your player account and/or to retain from that player account the amount of affected pay outs, bonuses and winnings if: :
- You have violated a key provision of these terms and conditions of business;
  - We become aware that you are using or attempt to use the services for the purpose of fraud, fraudulent agreements or unlawful or inadmissible activities;
  - We are informed through an official source that you play on other online gambling sites or play another service and in conjunction with these are suspected of fraud, fraudulent agreements (including in respect of direct debiting) or unlawful or inadmissible activities;
  - You become insolvent, if you do not make payment in good time on the basis of a court judgement, if you enter into an understanding with your creditors or if your assets are in any way confiscated or similar proceedings are instituted against you anywhere in the world.
- 11.3 Subject to sub-section 11.4, you are entitled to close your player account, and terminate these terms and conditions of business by notifying us by e-mail or letter or by using the contact data on the website. We shall reply within a reasonable period of time. You remain responsible for all activities that are carried out using your user data until your player account has been closed.
- 11.4 With the exception of termination in accordance with sub-section 11.2 (without notice), the termination shall come into force from the day on which all outstanding bets have been settled that you have made via your player account. The termination of these terms and conditions of business does not affect any outstanding bets: on condition that these are valid and do not violate these terms and conditions of business. Following termination we will reimburse the

balance of your player account; in the event of cases specified in 11.2 we reserve the right to charge a processing fee of 10% of the existing credit.

## **12. RESTRICTIONS AND EXCLUSION**

- 12.1 Nothing in these terms and conditions of business is aimed at excluding or restricting our liability in the case of fraud or in the event of death of physical injury as a result of negligence on our part. Nothing in these terms and conditions of business shall have a detrimental effect on your statutory rights.
- 12.2 Apart from events stated in the above sub-section 12.1 and apart from winnings to which you are lawfully entitled in accordance with these terms and conditions of business, on the basis of these terms and conditions of business our liability to you in respect of an event or a series of events in that respect is restricted at most to: (a) the money you have played during a six-month period prior to a claim or (b) two thousand euro (€ 2,000), whereby the larger amount is authoritative.
- 12.3 At all times subject to the above sub-sections 12.1 and 12.2 we shall not be liable in accordance with these terms and conditions of business for a loss that you and we could not have reasonably expected at the time of your registration or at the time of entering into a transaction for services, such as a loss of income, business or profits or information that has been lost or destroyed. We shall not be liable for damage or loss that you have suffered as a result of:
- Any use of the services by way of violating these terms and conditions of business (including use of the services for commercial or business purposes),
  - Loss of services as a result of the equipment used by you to access our website or breakdowns in a network, including breakdowns caused by your internet provider,
  - Damage to your computer or for a loss of data as a result of your use of the services. Furthermore, we do not guarantee that the files you download are free from viruses, soiling or destructive characteristics. We shall not be liable for problems or inadequacies involving your computer, your software, your e-mail system, your internet equipment or your equipment.
  - Our cancellation or discontinuation of the entire service in accordance with these terms and conditions of business.

We shall provide the services by way of appropriate expertise and care as described in these terms and conditions of business. We do not provide any assurances regarding the provision of services or your access to the website.

12.4 The website may contain links, in the form of advertising and otherwise, to third-party websites and services. These links are only provided for reference reasons and for your convenience. We have no control over such third-party websites and services, and are not responsible for their content. We do not support the content in such websites or in their services, and are not in any way associated with their operators. You agree that we are not party to a transaction or a contract that you may enter into with third-parties, and we are not liable for loss or damage that you may suffer as a result of using these third-party websites and services. You agree that you will not incorporate us in disputes in which you may be involved in conjunction with such third-party websites and services.

### **13. EVENTS BEYOND OUR CONTROL**

13.1 We are not liable for events that are beyond our reasonable control. Such events include network breakdowns, wars, terrorist acts, unrest, wanton damage, fire, flooding, storms, nuclear accidents or adherence to new laws or government decisions, guidelines, requirements or instructions.

13.2 We may also discontinue or cancel the services and the website or a part of the services and website if we are not in a position - irrespective of reasonable efforts in this respect as a result of events that extend beyond our reasonable control - to provide you with such a part of the service or this website. However, if we cancel the services or the website in full or in part as a result of such an event, we may reimburse costs, which you have paid in advance for a part of the services that you do not receive.

### **14. APPLICABLE LAW AND JURISDICTION**

14.1 In the absence of provisions to the contrary in the Special Terms and Conditions of Business, the terms and conditions of business are subject to the law of Malta.

14.2 In the absence of provisions to the contrary in the Special Terms and Conditions of Business, disputes that arise in conjunction with these terms and conditions of business are solely subject to the jurisdiction of the courts of Malta.

14.3 If part of the terms and conditions of business is translated into another language, the version in English shall be deemed authoritative in the event of a dispute between the translation and the English version insofar as nothing to the contrary is stated in the Special Terms and Conditions of Business.

## **15. RESPONSIBLE PLAYING INVOLVING MONEY/GAMBLING**

See the section entitled "Gambling Addiction Prevention" on our website for information about how you can use your money to gamble responsibly and how you can receive assistance in the case of problems associated with gambling.