

Terms and Conditions

Part 1. [GENERAL]

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THESE AGREEMENTS, THEN PRINT THESE TERMS AND CONDITIONS AND STORE THEM ALONG WITH ALL CONFIRMATION EMAILS, SMS MESSAGES, ADDITIONAL TERMS, TRANSACTION DATA, AND GAME RULES RELEVANT TO YOUR USE OF THE PLATFORMS AND/OR FACILITIES. WE WILL NOT FILE OUR CONTRACT WITH YOU SO PLEASE PRINT IT OUT FOR YOUR RECORDS. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE (AS SET OUT BELOW).

You accept to be bound by this contract by clicking on '**Submit**' or '**I Agree**' and/or by using the Facilities (as that term is hereinafter defined). After **You** (as that term is hereinafter defined) click on '**Submit**' or '**I Agree**' or when You use the Facilities, a legally binding agreement on these terms and conditions is concluded between, (a) You, the end user ('**You**') and (b) KAYBO PERU S.A.C. KAYBO PERU S.A.C is defined as '**We**', '**Us**' or '**Our**' as appropriate.

These Terms and Conditions [Part 1] together with the Terms and Conditions [Part 2], Privacy Policy, Cookie Policy, the Frequently Asked Questions, and any other additional rules and terms published on the Platforms and notified to You by e-mail that specifically relate to and govern any particular event, game, software, promotion or tournament constitute a legally binding agreement between You and Us ('Agreements'). Upon notification of any change to the rules or terms of the Agreements to You by email, You shall have the option to terminate Your Account in accordance with Section 12. You should read all of these documents carefully as each one forms part of the legally binding agreement between You and Us.

IF THESE AGREEMENTS ARE TRANSLATED INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION WILL PREVAIL IN THE EVENT OF ANY CONFLICT BETWEEN THE TRANSLATION AND THE ENGLISH LANGUAGE VERSION.

Please note that these Terms and Conditions shall prevail in the event of any conflict between these Terms and Conditions and any of the game rules or other documents referred to in these Terms and Conditions.

By clicking on '**Submit**' or '**I Agree**' and accepting these Terms and Conditions, You are also acknowledging and accepting these Agreements. Access to and use of Our website, KAYBO wallet, and KCOIN are governed by these Agreements. If You have any questions about these Agreements, We would encourage You to seek independent legal advice.

Your attention is drawn to Our Privacy Policy which describes how We deal with and protect Your personal information. By clicking the Privacy Policy tick-box which appears when You first register, You are also acknowledging and accepting the Privacy Policy.

1. Account and Use of the Services

1.1

By acknowledging that You have read these Agreements when You register to join and/or by clicking on the '**Submit**' or '**I Agree**' button when You register for Your Account, You agree to comply with these Agreements, and You acknowledge that Your failure to comply with these Agreements may result in disqualification, the closure of Your Account (hereafter as defined in Section 8 below), forfeiture of cryptocurrency and/or legal action against You, as appropriate and as further specified in these Agreements. You acknowledge that if You accept these Agreements, We will start providing You with the benefit of the Facilities immediately. As a consequence of this, if You accept these Agreements when registering for Our Facilities, You will not later be able to cancel Your registration, although You can terminate Your Account in accordance with Section 9 below.

1.2

We reserve the right to refuse any application for a User's Account at Our sole discretion.

1.3

Only one account is allowed per User. Multiple accounts that are linked by the same device, household or IP address are not allowed. In case it is noted that there are similar accounts, such User's Accounts may be closed by Us at Our sole discretion and any funds on these Users' Accounts will be frozen. Furthermore, these User Accounts may be closed by Us at Our own discretion.

1.4

You will not share with any third party your account information, user-name and password, which are secret and confidential. You are solely responsible for any and all use of the Services through your user-name and password. In case You become aware of any known or suspected unauthorized use of Your Account or breach of security You are required to immediately notify support@kaybo.com in order to suspend Your Account. Any unauthorized use of Your user-name or password shall be deemed as Your use and You are responsible for all charges to Your Account until such notification is made to support@kaybo.com Should You in any manner, whether purposely or not, disclose Your username and/or password, We will not be liable for any loss or damage as a result thereof

1.5

The creation of Your account at this site(<https://www.Kaybo.com>) does not in any way authorize You to use the services of Our affiliate Casino Platform(<https://www.Kaybo.com>), including but not limited to casino games, sports betting, etc. To use Our affiliate Casino services You must either (a) create an account and agree to the all the Terms and Conditions at Our affiliate Casino site, or (b) first create an account at this site and link the account to Our affiliate Casino site by agreeing to the Casino Terms and Conditions. You are not authorized to participate in, or eligible for any promotion offered at Our affiliate Casino site(<https://www.Kaybo.com>) with the creation of an account on this site(<https://www.Kaybo.com>).

1.6

For various legal or commercial reasons, we do not permit accounts to be opened by, or used from, customers based or domiciled in certain jurisdictions. You may not use the Website and/or the Services if you are located in a prohibited jurisdiction. The fact that the Website is accessible in a prohibited jurisdiction, or that the Website is provided in the official language of a prohibited jurisdiction, shall not be construed as condoning the use of the Website in such prohibited jurisdiction. Any attempt to evade this restriction (e.g. by using a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your location, citizenship, or place of residence, or by making bets or wagers using the Website through a third party or on behalf of a third party located in a prohibited jurisdiction) is a breach of these Terms and Conditions and may constitute a criminal offence under applicable laws. If it becomes apparent, or we have reasonable grounds to suspect, that you are located in any of the prohibited jurisdictions or using one of the aforementioned evasion methods (e.g. by using a VPN, proxy or similar service), this may result in us closing your Account, without an obligation to provide you with advance notice, freezing the funds therein and providing the applicable details to any relevant authorities and you shall compensate us for any damage or loss resulting therefrom.

1.7

After the creation of an account at the affiliate site (<https://www.Kaybo.com>), if You are 18 years of age or older (or such other higher minimum legal age in Your jurisdiction) and it is legal for You to do so according to the laws that apply in Your jurisdiction, provided that You agree to the Terms and Conditions of Our affiliate Casino site and confirm that you are not accessing the Casino site from the Republic of Korea, United States, or any territory where it is not legal to participate in online gambling, You may apply to link Your User account of this site (<https://www.Kaybo.com>) with Our affiliate Casino site. We reserve the right to refuse any application to link a User's Account to the Casino site at Our sole discretion.

The restricted countries are:

Australia, Aruba, Bonaire, Curacao, France, The Netherlands, Saba, Statia, St. Maarten, Singapore, Spain, the United Kingdom, the USA and any other jurisdiction that the Central Government of peru deems online gambling illegal. This includes all of the named Nations' Territories and Possessions.

1.8

You cannot transfer, sell, or pledge Your Account to another person. This prohibition 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, foundation and/or association in any way shape or form

2. Deposits and Cashier Functions

2.1

The Cashier enables the User to send, receive, and store USDT to and from third parties by giving instructions through this Site (each such transaction is a "USDT Transfer").

2.2

We will process USDT Transfers following the instructions the User provides to Us through this Site. You are obliged to verify all orders and transaction information before submitting instructions through this Site. We do not guarantee the identity of any User, remitter, receiver, requestee or other parties. USDT Transfers which have been broadcasted on the relevant network, cannot be reversed.

2.3

To initiate a USDT Transfer, You should specify the recipient's Cashier's crypto asset address. Once submitted to a network, a USDT Transfer will be unconfirmed for a period pending sufficient confirmation of the transaction by the relevant network. A USDT Transfer is not complete while it is pending. USDT associated with USDT Transfer that is pending will be designated accordingly and will not be included in your Account balance or be available to conduct other USDT Transfers.

2.4

We may charge network fees (miner or gas fees), any other trading and transfer charges and taxes, including GST, where applicable, to process a USDT Transfer on Your behalf. We will calculate the network, trading and transfer fees at its discretion, although We will always notify You of the network, trading, transfer fees and applicable GST (if any) at or before the time You authorize or confirm the USDT Transfers.

2.5

We may refuse to process or cancel any pending USDT Transfer as required by Applicable Law or any court or other authority to which We are subject to, in any jurisdiction.

2.6

The USDT Services are available only in connection with those Crypto Assets that We support, and this may change from time to time. Under no circumstances should You attempt to use Your Cashier to store, send, request, or receive crypto assets that We do not support. We assume no responsibility or liability in connection with the loss of crypto assets through Your attempt to use Cashier for crypto assets that We do not support.

2.7

If You have any questions about which Crypto Assets We currently support, please contact support@kaybo.com

2.8

We will securely store the Cashier private keys, which are the means by which the User can safely approve a USDT Transfer. We safely store private keys in Our control in a combination of online and offline storage. As a result, it may be necessary for Us to retrieve specific information from offline storage to facilitate a USDT Transfer following Your instructions, and You acknowledge that this may

delay the initiation or credit of such USDT Transfer.

2.9

We have no control over or can be liable for, the delivery, quality, safety, legality or any other aspect of any Crypto Assets or goods and services that You may purchase or sell to or from a third party (including other Users of Our Services). We are not responsible for ensuring that a third-party buyer or a seller You transact with will complete the transaction or is authorized to do so. If You experience a problem with any Crypto Assets or goods and services purchased from, or sold to, a third party using Crypto Assets transferred utilizing Our Services, or if You have a dispute with such third party, You should resolve the conflict directly with that third party. If You believe a third party has behaved in a fraudulent, misleading, or inappropriate manner, or if You cannot adequately resolve a dispute with a third party, You may notify Us at support@kaybo.com so that We may consider what action to take, if any.

2.10

We do not own or control the underlying software protocols which govern the operation of USDT supported on our platform. In general, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols and is not able to guarantee their functionality, security, or availability.

2.11

You acknowledge and accept the risk that underlying software protocols relating to any USDT Users store in Your Cashier, may change.

2.12

In particular, the underlying protocols are likely to be subject to sudden changes in operating rules ("Forks"), and such Forks may materially affect the value, function, and the name of the Crypto Assets You store in its Cashier. Where possible, We may provide You with notices or alerts on Forks, and You must read such notifications or alerts received so that You may consider how to deal with upcoming Forks. However, it is Your responsibility to be aware of, and discuss how to deal with, forthcoming Forks. In the event of a Fork, there is a risk that We may need to temporarily suspend operations concerning that Fork without providing notice to You. We may, in its reasonable discretion, decline to support either or both branches of a Fork.

2.13

You acknowledge the risks presented by Forks and accept that We have no responsibility to assist Users to move or sell an unsupported branch of a Forked protocol.

3. Withdrawals and KYC Verification

3.1

Withdrawals above a cumulative total of 10,000 USDT within 30 days will only be possible after We have successfully verified Your identity details through our Know Your Customer (KYC) due diligence procedure. To complete the verification procedures You may be required to provide a copy of an identification document as prompted during the registration process. We reserve the right to request further documents from You in order to confirm an individual's identity in accordance with legal and regulatory obligations. Applicants whose identities have not been successfully verified will not be able to use our Facilities. Failure to supply such documentation or suspicion of fake identification may result in suspension or closure of Your Account and We may withhold the account balance in Your Account until You supply such documentation and our verification process is completed satisfactorily. If We are unable to satisfactorily verify Your identity within a reasonable time-period, where the period of time shall be determined by Us at Our sole discretion, We reserve the right to either suspend or close Your Account and we may withhold the account balance in Your Account until Our verification process is completed satisfactorily.

3.2

If, on completion of Our verification checks, You are shown to be underage, We reserve the right to void all transactions made whilst You were underage. We reserve the right to close any underage

Account.

3.3

If You are accessing Our Services from Our Casino site(<https://www.Kaybo.com>), and on completion of Our verification checks You are shown to be a citizen of a country where it is not legal to participate in online gaming at the time of placing a bet or participating in a game, including but not limited to the Republic of Korea, We reserve the right to void all transactions made and the right to close Your Account.

4. ACCOUNT REGISTRATION

4.1

To use the Facilities, You will first need to register an account with Us. You may access any of Our Facilities from Your Account (as defined below).

4.2

You can open an account with Us by choosing a unique account name and password and entering other information that We ask for on Our registration form such as (but not limited to) Your email, (an 'Account'). You shall ensure that the details provided at registration and thereafter are accurate and kept up to date. You may be able to change some (but not all) of the details You provide at registration by editing Your Account preferences or by contacting Us. Please see Our Privacy Policy for further details. Alternatively, You can contact Us for further information.

5. TRUE IDENTITY AND ONE ACCOUNT

The name on Your Account must match Your true and legal name and identity and the name on Your Account registration must match the name on Your identification document You may submit during the Know Your Customer (KYC) due diligence procedure. You may not hold more than one (1) Account in connection with Your use of the Platforms. If You have more than one (1) Account or Accounts in different names, then You must contact Us immediately to have Your Accounts managed so that You only have one (1) Account. We reserve the right to close Your Account(s) if You open multiple Accounts. Should We have reasonable grounds to believe that multiple Accounts have been opened with the intention to defraud Us, We reserve the right to cancel any transaction related to said fraud attempt. If You have lost Your Account name or password, please contact Us for a replacement.

6. NO GROUP EMPLOYEES, AFFILIATES, BOOKMAKERS OR SPORTS PARTICIPANTS

If You are (i) an officer, director, employee, consultant or agent of KAYBO PERU S.A.C or one of its direct or indirect subsidiaries (the 'Group'); (ii) a supplier or vendor of the Group; (iii) (in relation to the Sportsbook Facilities only) a bookmaker or betting agent or a person otherwise involved in the creation, organization or execution of an event on which We accept bets (including but not limited to sportspersons, athletes, officials, members of sports club and/ or leagues), You are not permitted to register for an Account with Us or to use directly or indirectly any of the Facilities (each an 'Unauthorized Person'), other than in the course of Your employment as a Group employee. Similarly, relatives of Unauthorized Persons are not permitted to register with Us or to use directly or indirectly any of the Facilities. For these purposes, the term 'relative' shall include (but not be limited to) any of a spouse, partner, parent, child or sibling.

7. DISCLOSURE OF ACCOUNT NAME AND PASSWORD

The Account name and password selected when You register for an Account should not be disclosed to any third party. You are solely responsible for the security of Your Account name and password. You agree to keep Your Account name and password secret and confidential and not to allow anyone else to use it. Every person who identifies themselves by entering a correct username and password is assumed by Us to be the rightful Account holder and all transactions where the username and password have been entered correctly will be regarded as valid. In no event will We be liable for any

loss You suffer as a result of any unauthorized use or misuse of Your login details. We shall not be required to maintain Account names or passwords. If You have lost Your Account name, username or password, please contact Us for a replacement. If You misplace, forget, or lose Your Account name, username or password as a result of anything other than Our error, We shall not be liable.

8. FORFEITURE & ACCOUNT CLOSURE WE RESERVE THE RIGHT, IN OUR UNFETTERED DISCRETION AND IN RELATION TO YOUR ACCOUNT, ANY ACCOUNTS YOU MAY HAVE WITH OTHER SITES AND/OR CASINOS AND/OR FACILITIES OWNED OR OPERATED BY OR ON BEHALF OF THE GROUP AND, IN THE CASE OF YOUR USE OF THE GAMING FACILITIES, ANY FACILITIES THAT SHARE THE SHARED GAME/TABLE PLATFORM, TO TERMINATE THESE AGREEMENTS, WITHHOLD YOUR ACCOUNT BALANCE, SUSPEND YOUR ACCOUNT, AND RECOVER FROM SUCH ACCOUNT THE AMOUNT OF ANY AFFECTED PAY-OUTS, BONUSSES AND WINNINGS IF:

8.1

You are in material breach of any of these Agreements;

8.2

We become aware that You have used or attempted to use the Facilities for the purposes of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity (including without limitation, any manipulation of the multi-currency facilities);

8.3

We become aware that You have played at any other online gaming site or facilities and are suspected of fraud, collusion (including in relation to charge-backs) or unlawful or improper activity;

8.4

You become bankrupt or analogous proceedings anywhere in the world

9. TERMINATION

9.1

Without limitation to section 8, We are entitled to terminate these Agreements on seven (7) days notice (or attempted notice) to You at the email address You have provided to Us. In the event of termination by Us, We shall give notice of the termination to You via email and, other than where termination is pursuant to section 8, as soon as reasonably practicable refund the balance of Your Account. Where We have terminated pursuant to section 8, any payouts, bonuses and winnings in Your Account are non-refundable and deemed forfeited.

9.2

Termination of these Agreements will not affect any outstanding wagers or bets, PROVIDED that any outstanding wagers or bets are valid and are not in breach of these Agreements in any way.

Part 2. [CASINO]

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCEPTING THESE AGREEMENTS, THEN PRINT THESE TERMS AND CONDITIONS AND STORE THEM ALONG WITH ALL CONFIRMATION EMAILS, SMS MESSAGES, ADDITIONAL TERMS, TRANSACTION DATA, GAME RULES AND PAYMENT METHODS RELEVANT TO YOUR USE OF THE PLATFORMS AND/OR FACILITIES. WE WILL NOT FILE OUR CONTRACT WITH YOU SO PLEASE PRINT IT OUT FOR YOUR RECORDS. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE (AS SET OUT BELOW)

This T&C is governed solely by the laws of Curacao exclusively.

You accept to be bound by this contract by clicking on 'Submit' or 'I Agree' and/or by using the Facilities (as that term is hereinafter defined). After You (as that term is hereinafter defined) click on 'Submit' or 'I Agree' or when You use the Facilities, a legally binding agreement on these terms and

conditions is concluded between, (a) You, the end user ('You') and (b) KAYBO PERU S.A. KAYBO PERU S.A.C is defined as 'We', 'Us' or 'Our' as appropriate.

KAYBO PERU S.A.C is licensed by the Government of Peru.

We provide facilities on <https://www.Kaybo.com> (the 'Casino Platform'), and any other online or mobile platform provided by Us (each individual site being a 'Platform') on which You access Our betting, gaming and wagering facilities, including but not limited to the Sportsbook Facilities and the Gaming Facilities, as defined below using Your Account ('Facilities').

The Facilities and interactive features (including certain games) may vary according to the Platform You are using to access them from.

In the event that You have any complaints, claims or disputes with regard to any outcome regarding the Facilities or any other activity performed by Us, You should in the first instance contact Us in accordance with Section 13 below.

These Casino Terms and Conditions together with the Frequently Asked Questions, all additional game rules, and any other additional rules and terms published on the Platforms and notified to You by e-mail that specifically relate to and govern any particular event, game, software, promotion or tournament constitute a legally binding agreement between You and Us ('Agreements'). Upon notification of any change to the rules or terms of the Agreements to You by email, You shall have the option to cease gambling and/or terminate Your Account in accordance with Section 9 of the Terms and Conditions [PART 1]. You should read all of these documents carefully as each one forms part of the legally binding agreement between You and Us.

IF THESE AGREEMENTS ARE TRANSLATED INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION WILL PREVAIL IN THE EVENT OF ANY CONFLICT BETWEEN THE TRANSLATION AND THE ENGLISH LANGUAGE VERSION.

By clicking on 'Submit' or 'I Agree' and accepting these Terms and Conditions [PART 2], You are also acknowledging and accepting these Agreements. Access to and use of Our Facilities are governed by these Agreements. If You have any questions about these Agreements, We would encourage You to seek independent legal advice.

GAMING FACILITIES

The gaming facilities are the poker, casino and games facilities provided by Us via the following Platforms: <https://www.Kaybo.com> and any other gaming platforms provided by Us from time to time (together the 'Gaming Facilities')

1. APPLICABILITY OF AGREEMENTS

By acknowledging that You have read these Agreements when You register to join and/or by clicking on the 'Submit' or 'I Agree' button when You install any of the software relating to the Facilities provided via the Platforms or when You register for Your Account, You agree to comply with these Agreements, and You acknowledge that Your failure to comply with these Agreements may result in disqualification, the closure of Your Account (hereafter as defined in Section 3 below), forfeiture of funds and/or legal action against You, as appropriate and as further specified in these Agreements. You acknowledge that if You accept these Agreements, We will start providing You with the benefit of the Facilities immediately. As a consequence of this, if You accept these Agreements when registering for Our Facilities, You will not later be able to cancel Your registration, although You can terminate Your Account in accordance with Section 9 of the Terms and Conditions [PART 1].

2. LEGALITY OF USE OF THE FACILITIES

Underage gambling is an offense. You may only use the Facilities if You are 18 years of age or over (or such other higher minimum legal age in Your jurisdiction) and it is legal for You to do so according to the laws that apply in Your jurisdiction. You confirm that You are not accessing Our Facilities from the Republic of Korea, United States, Poland or any territory where it is not legal to participate in on-line gaming at the time of placing a bet or participating in a game. You also confirm that You are not a citizen of a country that does not allow gambling domestically or overseas, including but not limited to the Republic of Korea. You further confirm that you are not accessing any lottery games from Portugal. We reserve the right to ask for proof of age from You and Your Account may be suspended until satisfactory proof of age is provided. You understand and accept that We are unable to provide You with any legal advice or assurances and that it is Your sole responsibility to ensure that at all times You comply with the laws that govern You and that You have the complete legal right to use the Facilities. You acknowledge that underage gambling is not acceptable and we may refer any attempts to do so to the Curacao Gambling Commissioner who may refer the matter to local

prosecution authorities. Without limitation to the above, access to Our Facilities may be restricted from certain territories. Any use of the Facilities is at Your sole option, discretion and risk. By using the Facilities, You acknowledge that You do not find the Facilities to be offensive, objectionable, unfair, or indecent in any way.

The restricted countries are:

Australia, Aruba, Bonaire, Curacao, France, The Netherlands, Saba, Statia, St. Maarten, Singapore, Spain, the United Kingdom, the USA and any other jurisdiction that the Central Government of Curacao deems online gambling illegal. This includes all of the named Nations' Territories and Possessions.

3. YOUR USE OF THE FACILITIES

3.1

In the interests of ensuring fairness, We may take any measures as we deem appropriate in order to create a fair and balanced game play environment.

3.2

Without prejudice to any of Your current and pending transactions involving Facilities, We reserve the right to suspend, modify, remove and/or add to any of the Facilities in Our sole discretion by notification to You by email with immediate effect and, to the extent permitted by law, We will not be liable for any such action.

3.3

We forbid the use of all unfair practices when using the Facilities. We do this to protect Our customers and the integrity of the Facilities. Please read Our Anti-Cheating Policy at section 20. If any customer is found to be participating in any form of collusion or other activities that We consider to constitute cheating his or her account may be permanently closed and any balance may be at risk of forfeiture or withholding as per section 8 of the Terms and Conditions [PART 1].

3.4

We forbid the posting of any prohibited Third Party Content (as that term is hereinafter defined) on Our Platforms. Please read Our Third Party Content Policy which is incorporated in these Agreements for further details.

3.5

We reserve the right to suspend Your use of certain of our Facilities, Platforms or any games on our Platforms from time to time.

3.6

No communications or information published on the Facilities is intended to constitute legal or tax advice and we accept no liability for any reliance on such content.

3.7

For the purpose of any reference to time in connection with your use of the Facilities, We use the timezone GMT+0 unless otherwise specified.

3.8

Your use of the Facilities is for Your personal use only. You may not use the Facilities for any commercial purpose.

3.9

We take Responsible Gaming seriously. If (i) You have been diagnosed with a gambling disorder or (ii) You are undergoing treatment for a gambling disorder, You are not allowed to use our Facilities. If You feel You have lost or may lose control over Your gambling or gambling expenses or feel at risk of losing control, You must notify Us immediately.

4. COPYRIGHT AND TRADEMARKS

The terms KAYBO PERU S.A.C, KAYBO and any other marks used by the Group are the trade marks, service marks and/or trade names of the Group or one of its subsidiaries or associated companies or its licensors. Further, all other material used by Group, including but not limited to the software,

images, pictures, graphics, photographs, animations, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned by the Group or one of its subsidiaries or associated group companies and/or licensors and is protected by copyright and/or other intellectual property rights. You obtain no rights in such copyright material or trade or service marks and must not use them without the Group's written permission.

5. BONUSES

We may from time to time offer You complimentary or bonus amounts to be credited by Us into Your Account ('Bonus(es)'). Such Bonuses may only be used in relation to such Facilities as may be specified when the Bonus is offered to You. Acceptance of any Bonus shall be in accordance with additional terms and conditions We may make available to You in respect of each such Bonus offering. Offers may be used only ONCE unless otherwise specified. You are not entitled to withdraw any Bonus amounts and You may not remove any cash obtained via a Bonus from Your Account without first complying with the applicable terms including, without limitation, in respect of any qualifiers or restrictions.

6. THIRD PARTY CONTENT

6.1

Abusive or offensive language will not be tolerated on Our chat boards, or otherwise by You on the Platforms or with Group staff. In addition, You are not entitled to make untrue and/or malicious and/or damaging comments with regard to the Group's operation in any media or forum.

6.2

In accordance with the terms of Our Third Party Content policy, We may reject or delete any text, files, images, photos, video, sounds, or any other materials ('Third Party Content') posted by You on the Platforms which in Our sole opinion breaches the terms of these Agreements.

6.3

Any violation of this policy may result in removal of the Third Party Content, a suspension of Your use of the Facilities and/or such other action as may be reasonably required by Us to ensure compliance.

7. FRAUDULENT ACTIVITIES, PROHIBITED TRANSACTIONS AND FAILED DEPOSITS

7.1

We have a zero tolerance policy towards inappropriate play and fraudulent activity. If, in Our sole determination, You are found to have cheated or attempted to defraud Us and/or the Group or any other user of any of the Facilities in any way, including but not limited to game manipulation, or manipulation of Cashier, betting on all possible outcomes of a game or event or if We suspect You of fraudulent transactions, or any other fraudulent activity or prohibited transaction (including but not limited to money laundering), We reserve the right to suspend and/or close Your Account and recover bad debts using whichever method may lawfully be available to Us including, but not limited to, (i) debiting the amount owed by You from Your Account; and (ii) instructing third party collections agencies to collect the debt. This may have a detrimental impact on Your credit rating and will require Us to share Your personal information (including Your identity) with appropriate agencies and to report any criminal or suspicious activities to the appropriate authorities.

We reserve the right to void and withhold any or all winnings made by any person or group of persons where We have reasonable grounds to believe that said person or group of persons is acting or has acted in liaison in an attempt to defraud or damage Us and/or the Group and/or the Facilities and/or the Platforms in any way.

In the interests of data protection, security and avoidance of fraud We do not permit use of any communication channels included within the Facilities and/or the Platforms (including but not limited to dealer table chat boards) to offer or promote any offers, products and facilities (whether Yours or a third party's). You are expressly prohibited from posting information or contacting Our customers to offer or promote any offers, products or facilities.

7.2

The casino complies with laws, regulations and guidelines for the prevention of money laundering and the funding of terrorism. Suspicious transactions can be investigated by the casino. The casino

reserves the right to send a suspicious transaction report to the competent authorities without notice or further reference to you. Besides, in case of any suspicious transactions, the casino may block or close the account and withhold all funds as may be required by law and/or by the competent authority.

8. ERRORS

You must inform Us as soon as You become aware of any errors with respect to Your Account or any calculations with respect to any bet or wager You have placed or any currency conversion. In the event of such error or any system failure or game error (a divergence from the normal functioning of the game logic for whatever reason) that results in an error in any odds calculation, charges, fees, rake, bonuses or payout, or any currency conversion as applicable, ('Error') We will seek to place all parties directly affected by such Error in the position they were in before the Error occurred. We reserve the right to declare null and void any wagers or bets that were the subject of such Error and to take any money from Your Account relating to the relevant bets or wagers, if there are insufficient funds in Your Account, We may demand that You pay Us the relevant outstanding amount relating to these bets or wagers. In all circumstances whereby We (in Our sole discretion) determine an Error has been used to gain an unfair advantage, We reserve the right to consider this activity to be subject to Section 8 (Forfeiture & Account Closure) of the Terms and Conditions [PART 1].

9. SECURITY REVIEW

To maintain a high level of security and integrity in the system, We reserve the right to conduct a security review at any time to validate Your identity, age, the registration data provided by You, to verify Your use of the Facilities, including but not limited to Your compliance with these Agreements and the policies of the Group and Your financial transactions carried out via the Facilities for potential breach of these Agreements and of applicable law (a 'Security Review'). As such You authorize Us and Our agents to make any inquiries of You and for Us to use and disclose to any third party We consider necessary to validate the information You provide to Us or should provide to Us in accordance with these Agreements, including but not limited to, ordering a credit report and/or otherwise verifying the information against third party databases. In addition, to facilitate these Security Reviews, You agree to provide such information or documentation as We, in Our unfettered discretion, may request.

10. COMPENSATION

YOU AGREE THAT YOU WILL ONLY USE THE FACILITIES IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THE AGREEMENTS. YOU WILL COMPENSATE US IN FULL FOR ANY LOSSES OR COSTS (INCLUDING REASONABLE LEGAL FEES) WHICH WE (OR ANY MEMBER OF OUR GROUP) INCUR AND ARISE FROM ANY BREACH BY YOU OF THESE AGREEMENTS.

11. TIME-OUT AND SELF-EXCLUSION

11.1

You may be entitled to lodge requests for a temporary time-out or indefinite self-exclusion by contacting Us here. Upon indefinite self-exclusion the outpayment of the account balance (less any bonuses) in Your Account will be initiated, subject to the terms of this Agreement.

11.2

If You have elected indefinite self-exclusion from any of the Platforms provided by any Group company, You acknowledge and agree that You are not permitted to open or use an Account with any other Group company ('Additional Group Account') during the self-exclusion period You have selected.

11.3

In the event of a breach by You of 11.2 above, We and/or any Group company shall additionally be entitled (but not obliged) to suspend any funds You may deposit (or have previously deposited) in any Additional Group Account.

11.4

For the avoidance of doubt, in the event of a breach by You of 11.2 above, neither We nor any Group company shall be liable to refund to You any funds You may wager in any Additional Group Account during the period You have selected.

12. LIMITATIONS AND EXCLUSIONS

12.1

YOUR ACCESS TO THE PLATFORMS, DOWNLOAD OF ANY SOFTWARE RELATING TO THE FACILITIES FROM THE PLATFORMS AND USE OF THE FACILITIES OR ANY INFORMATION WE MAY PROVIDE IN CONNECTION WITH YOUR USE OF THE FACILITIES IS AT YOUR SOLE OPTION, DISCRETION AND RISK.

12.2

TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR: (i) ANY MALFUNCTIONS OF THE COMPUTER PROGRAMS RELATING TO THE FACILITIES WE MAKE AVAILABLE FROM THE PLATFORMS, (ii) ERRORS AS DESCRIBED IN SECTION 15, (iii) BUGS OR VIRUSES RESULTING IN LOST DATA, OR (iv) ANY OTHER DAMAGE OR DECLINE IN PERFORMANCE TO YOUR COMPUTER EQUIPMENT, MOBILE PHONE OR MOBILE DEVICE, OR SOFTWARE.

12.3

FURTHERMORE, WE SHALL NOT BE LIABLE FOR ANY ATTEMPTS BY YOU TO USE THE FACILITIES BY METHODS, MEANS OR WAYS NOT INTENDED BY US. WE ARE NOT REQUIRED TO PROVIDE REDUNDANT OR BACKUP NETWORKS AND/OR SYSTEMS.

12.4

WE WILL PROVIDE THE FACILITIES WITH REASONABLE SKILL AND CARE AND SUBSTANTIALLY AS DESCRIBED IN THE AGREEMENTS. WE DO NOT MAKE ANY OTHER PROMISES OR WARRANTIES ABOUT THE FACILITIES.

12.5

OUR MAXIMUM LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE AGREEMENTS OR YOUR USE OF THE FACILITIES OR THE COMPUTER PROGRAMS RELATING TO THE FACILITIES WE MAKE AVAILABLE FROM THE PLATFORMS, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE LIMITED IN ANY TWELVE (12) MONTH PERIOD TO THE AMOUNT, IF ANY, YOU HAVE PAID FROM YOUR ACCOUNT IN BETS, RAKES AND/OR FEES, AS APPLICABLE, IN THE SAME TWELVE (12) MONTH PERIOD AND IN RELATION TO THE FACILITY RELEVANT TO WHICH THE LIABILITY IN QUESTION HAS ARISEN.

12.6

THE GROUP (INCLUDING ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) WILL NOT BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION OR BUSINESS INTERRUPTION OR FOR ANY LOSSES WHICH ARE NOT CURRENTLY FORESEEABLE BY THE GROUP ARISING OUT OF THESE AGREEMENTS OR YOUR USE OF THE FACILITIES.

12.7

NOTHING IN THESE AGREEMENTS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY WE MAY HAVE IN RESPECT OF EITHER FRAUD, OR DEATH, OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE.

12.8

IF ANY PART OF THE AGREEMENTS ARE DEEMED UNLAWFUL, VOID OR FOR ANY REASON UNENFORCEABLE, THEN THAT PART SHALL BE DEEMED TO BE SEVERABLE FROM THE REST OF THE AGREEMENTS AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS.

13. NOTICES/COMPLAINTS

13.1

If You have any complaints about any aspect of Our conduct of the Facilities, You must submit Your complaint to Us as soon as is reasonably practicable following the date of the original incident to which the complaint refers by contacting Customer Support in the first instance. Complaints may not be raised via social media. It is Your responsibility to provide a complete summary of Your complaint with all relevant details, including but not limited to specific transaction details; exact date, time and time zone; any screenshot or video material you may have; copy of received promotional material;

etc.

13.2

To the extent that you are dissatisfied with the resolution provided by Customer Support to your complaint within the process stipulated in 13.1. above you may submit your complaint in writing to support@kaybo.com Any notice We give to You (save as otherwise set out herein) will be sent to the email address that You provide when You register Your Account. It is Your responsibility to give Us notice of any changes to this address through the 'Change Email' facility in Our software and to regularly check Your email account for emails from Us.

13.2.1

(i) You should receive an acknowledgement of the receipt of your complaint within 24 hours from the time we have received your complaint as set out above. The final position will be provided via email within eight weeks from the time it was received, unless You fail to engage with the complaints process in a timely manner. In the event that more information is required from You, this period would be paused until such time that You provide it, at which point the process would continue from where it had previously stopped.

(ii) Our complaints process ends if Your complaint remains unresolved eight weeks (taking into account any pauses for You to provide information) after We received it, or we reach a deadlock or final position in less than eight weeks. We will then write You a final response email on the matter.

14. DATA PROTECTION

14.1

We may share Your personal data with any of our agents who may only use such data for strictly the same purposes as We shall specify and within the terms of these Agreements. We shall use Your personal data in accordance with the Privacy Policy. Where We enter into a partnership with a third party whereby they carry out certain functions for Us or We operate under the brand of a third party, We may share and/or transfer your Personal Information and any other data relating to your use of the Facility with such third party. By using the Facilities and agreeing to these terms you hereby give your consent, for the purposes of all and any applicable data protection legislation and associated regulations, for Us to share and/or transfer this information and personal data to such third parties.

14.2

You should assume that all use of Our website, and emails, SMS and telephone calls between You and Us will be recorded. These recordings will be Our property and may be used as evidence in the event of any dispute or to improve customer services.

15. GOVERNING LAW

These Agreements shall be governed by and construed in accordance with the laws of the Republic of Georgia. You irrevocably agree to submit to the exclusive jurisdiction of the courts of the Republic of Georgia for settlement of any disputes or matters arising out of or concerning these Agreements or their enforceability. If any part of these Agreements is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity of the remainder of the Agreements, which shall remain valid and enforceable according to their terms.

16. ASSIGNMENT

We reserve the right to transfer, assign, sublicense or pledge these Agreements, in whole or in part, to any person (but without Your consent) where You are notified of such assignment by email, and provided that any such assignment will be on the same terms or terms that are no less advantageous to You. You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under these Agreements.

17. THIRD PARTY RIGHTS

17.1

Except insofar as these Agreements expressly provide that a third party may in their own right enforce a term of these Agreements, a person who is not a party to these Agreements has no right under local law or statute to rely upon or enforce any term of these Agreements but this does not affect any right or remedy of a third party which exists or is available other than under local law or statute.

17.2

For the avoidance of doubt, each member of the Group is an intended third party beneficiary of these Agreements.

18. ENTIRE AGREEMENT, MODIFICATION AND AMENDMENTS

You fully understand and agree to be bound by these Agreements and as amended by Us from time to time. We may amend these Agreements at any time by emailing You notification of the new terms. Any such amendment will take effect within thirty (30) days of our sending the notification to You ("Notification"). If any amendment is unacceptable to You, Your only recourse is to cease gambling and terminate Your Account in accordance with Section 9.2 of the Terms and Conditions [PART 1]. Your continued use of the Facilities following such thirty (30) day period will be deemed binding acceptance of the amendments. It is Your sole responsibility to review these Agreements and any Notifications each time You play. These Agreements and the documents referred to herein represent the complete and final agreement between You and Us in relation to these agreements and supersede any and all prior agreements between You and Us.

19. SOFTWARE

You may install and use the software We make available from the Platforms used to provide the Gaming Facilities (the 'Software') on a hard disk or other storage device and make backup copies of the Software, provided that such use and backup copying is only for Your own personal use in using the Gaming Facilities in accordance with these Agreements, and further, that such installation and use is made through a computer or other device of which You are the primary user. The Software's structure, organisation and code are the valuable trade secrets of the Group and/or its associated companies and/or its licensors. You obtain no rights to the Software except to use it in accordance with these Agreements. Save as expressly permitted by law, You are strictly prohibited from, and agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software or any part of it or to create, publish or distribute derivative works from the Software. You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by any applicable laws, restrictions or regulations.

20. CHEATING

20.1 Anti-Cheating Policy

We are committed to preventing the use of unfair practices in the Gaming Facilities, including but not limited to player collusion, non-human players (bots), chip-dumping, scripting and other forms of inappropriate behavior that provide players with an unfair advantage over other players on the site.

20.2 Collusion and Cheating

You are not allowed to gain advantage over others by, including but not limited to, sharing hole card information with another player at a table, sharing any information not available to another player, creating a coordinated strategy with another player, agreeing to share the prizes of a game, tournament or a promotion in any of Our game offerings. If You suspect other players at a table are colluding, You may report the details by emailing Us with as much information as possible about the incident at support@kaybo.com If, in our reasonable opinion, You are found to be in breach of any of the sections of this clause 20, We reserve the right to put restrictions on Your Account, including account closure and confiscation of any account balance.

20.3 Third Party Tools

You are not allowed to use any software that gives real time advice or makes or suggests decisions on Your behalf. This includes, but is not limited to HUDs, seating scripts and bots. You are required to make and input every decision whilst using the Facilities Yourself.

20.4 Chip-Dumping

Chip dumping occurs when any player intentionally loses a hand in order to deliberately transfer his chips to another player. Any player who we reasonably suspect of participating or attempting to participate in chip-dumping with any other player, while using the Facilities may be permanently banned from using the Facilities and their account may be terminated immediately. If You suspect that any player is participating in chip dumping, You can contact Us via email at support@kaybo.com

20.5. Big Blind Abuse

Upon starting a heads-up match, the player receiving the button is required to play an equal amount of small blinds and big blinds. The player receiving the button in the first hand is required to finish the game in a hand where the opponent receives the button.

20.6. Use of AI Software

We are also committed to detecting and preventing the use of software programs which are designed to enable artificial intelligence to play on Our Platforms including, but not limited to, opponent-profiling, cheating software or anything else that We deem enables You to have an unfair advantage over other players not using such programs or systems ('AI Software'). You acknowledge that We will take measures to detect and prevent the use of such programs and AI Software using methods (including but not limited to reading the list of currently running programs on a player's computer) and You agree not to use any AI Software and/or any such programs. The use of certain programs and their websites on our systems are blocked outright. These are: WinHoldem, Holdem Memory, PokerBot plus, PokerEdge, Poker Prophecy, Poker Sherlock, PokerBot Pro, Snowie Backgammon, JellyFish Backgammon, BGBlitz, 3DFibs and GNU Backgammon.

20.7. Promotion Abuse

In order to minimize abuse of promotions on our platform, the following rules will apply to promotions unless otherwise specified. Promotions are limited to one account per customer. To ensure that the promotion is limited to one per customer, we only permit one customer to participate from each household address, IP Address, email address, telephone number, payment account number (e.g. debit or credit card), and shared computer, e.g. public library or workplace. If a player is ineligible, or if a player is found to have multiple accounts, we reserve the right to withhold payment of the prize/bonus and any pending winnings generated from play using bonus funds. If any terms of a promotion are breached, or if there is evidence that a customer is using the promotion to guarantee profits regardless of the outcome (whether

individually or as part of a group), we reserve the right to reclaim the bonus element, and any pending winnings from play generated using the bonus funds.

It is forbidden to: Control or maintain more than one active account without prior approval by our management; Register multiple accounts to claim bonuses repeatedly; Delay any playing rounds, including free spins and bonus rounds, for the time when you don't need to wager the bonus or/and make new deposits; Stack bonuses by claiming multiple bonuses before the original bonus Wagering Requirements have been met; Try to gain wager outcome advantage by exiting game session while having any type of bonus round available; Switch from a game with a low wagering contribution (e.g. Roulette - 0%) to one with a higher wagering contribution (e.g. Video Slots – 100%) after a win, for the sole purpose of clearing the Wagering Requirements; Place a single bet equal to or more than 20% of the value of a free no-deposit bonus; Place even money bets on Baccarat, Blackjack and Roulette; Constantly use the double-up feature to increase winnings; Use a VPN, proxy or mask an IP address to create multiple accounts in order to claim multiple bonuses/promotions; Work in collusion with other accounts to collect funds. If we reasonably suspect that a player is engaging in promotional abuse, we reserve the right to take any or all of the following actions against such a person: Void all funds in the player's account; Void any bonuses and pending bonuses; Terminate the player's account; Revoke your eligibility to receive any bonuses and participate in any promotions.

20.8. Remedies

In the event that We suspect that You have been involved in any practices outlined in this Clause 20. or any other practices which We deem to be unfair or fraudulent, We reserve the right, in Our sole discretion, to suspend and/or close your account and recover bad debts using whichever method may lawfully be available to Us including, but not limited to, (i) debiting the amount owed by you from your account; and (ii) instructing third party collections agencies to collect the debt. This may have a detrimental impact on your credit rating and will require Us to share your personal information (including your identity) with appropriate agencies. No player shall have the right to require Us to take any other steps against players suspected of collusion, cheating, scripting or any other form of unfair or fraudulent behavior. If a player has been cheated on by another player when using the Facilities, We shall only refund the amounts lost by the player as a result of being cheated in the event that We can locate the cheating account and access the funds in question. In the event that more than one player is affected by the cheating account and We can allocate that cheating account, then the remaining funds in the cheating account will be distributed on a pro-rata basis in accordance with the loss of each affected player.

21. SHARED GAMES, TABLE AND DATABASE PLATFORM

We reserve the right, but are not obliged, to run and utilize a shared table, server and database platform or system ('Shared Game/Table Platform') which enables Gaming Facilities users to play with players coming into the games, tables and tournaments from other websites and brands operating on the same Shared Game/Table Platform. If a Shared Game/Table Platform is used, You agree that You may be pooled into these common game/tables, at Our sole discretion, and that to the extent that You breach the terms and conditions of one site or brand that operates on the Shared Game/Table Platform, We may have You blocked, in part or full, from the entire system so that You may not play through any site or brand using or on the Shared Game/Table Platform. Without limitation to the restriction on having multiple Accounts with Us (please see Section 5 of the Terms and Conditions [PART 1]), We may require that You only have one Account on the Shared Game/Table Platform if the same is used.

22. SETTLEMENT OF IN-GAME DISPUTES

You fully accept and agree that random number generator ('RNG') software will determine the shuffling and dealing of cards and other randomly generated events required in the Gaming Facilities. If there is a discrepancy between the result showing on the Software (as installed and operated on Your hardware) and Our server, the result showing on Our server shall govern the result. Moreover, You understand and agree that (without prejudice to Your other rights and remedies) Our records shall be the final authority in determining the terms of Your use of the Gaming Facilities, the activity resulting therefrom and the circumstances in which such activity occurred.

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