

Terms of Service

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1. GENERAL

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

The website www.popiplay.com ("Game Provider", "Website", "Company", "We", "Us", "Our") is owned and operated by PP Solutions N.V. a company registered and established under the laws of Curaçao, with registration number 164235 and registered address at Scharlooweg 39, Willemstad, Curaçao.

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: United States of America, United Kingdom, Spain, France and its overseas territories (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, St. Martin, French Polynesia, Wallis and Futuna, New Caledonia), Netherlands, Israel, Lithuania, Dutch West Indies, Curacao, Gibraltar, Jersey, Greece, Belgium. 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 their respective regulation, which may change from time to time. Using VPN to bypass provider's block is strictly prohibited and may lead to confiscation of winnings.

5. ACCEPTED CURRENCIES

Popiplay allows operators to chose their offering of currencies in their respective markets, as long as legal tenders are being used for transactions.

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 of Service you confirm that you know and understand the rules of the games offered on the operator's respective websites. It is at your discretion to familiarise yourself with the theoretical payout percentage of each game.

8. DISCLAIMER OF LIABILITY

By accepting these Terms of Service, you confirm your awareness of the fact that gambling may lead to losing money. Game provider is not liable for any possible financial damage arising from your use of any operator web-site.

The Game Provider 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 pay tables, 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 Game Provider, 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 games or participation in games. You acknowledge that the Game Provider shall be the final decision-maker of whether you have violated the Game Provider's Terms of Service 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 respective operator, 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 operator's respective websites 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-MONEY LAUNDERING

10.1 ABBREVIATIONS USED

FATF - Financial Action Task Force (<http://www.fatf-gafi.org>)

RNG - Random Number Generator

10.2. GUIDELINE IDENTITY CHECK

1. In order to do a first deposit with PP Solutions N.V. a customer needs to provide the following mandatory details:

- First name
- Last name
- Street and street number
- City and postal code
- Country
- Email address (must be valid and unique within PP Solutions N.V.)
- Date of birth
- Password (will be encrypted)
- Confirmation of password
- Account currency
- Mobile phone number

2. A newly registered account has to be checked immediately by the service department in order to find out if the details are correct (accounts with false names and addresses will be closed). Also, the registered country and the country IP need to be compared. A mismatch is automatically to be noted in the customers' account. This helps us close fake accounts before any paying can be processed.

1. Players who are not registered are unable and not allowed to play for real money. Any online transaction, may it be pay-in or pay-out, will not be accepted or processed in cash.
2. Once the registration process has been accomplished, customers will receive a welcome email with a link to access their accounts. This procedure aims at verifying the customer's email address.
3. Each new customer has to provide a copy of an ID document (passport, ID card or driving license) when thresholds set in section 4.1.1 are reached. This is in line with the 5th AML requirements.
4. The identity check has to include a copy of a utility bill and/or bank statement showing the name and address, if there is any doubt on the authenticity of the provided ID document.
5. Furthermore, the identity check may include additional measures such as the provision of a copy of each credit card used in the specific account.
6. Any remaining doubts concerning the identity of a customer have to be reported to the supervisor.
7. In such a case, further investigations have to be started.

8. These may include • Check of the IP used by the customer • Check of the provided phone number and/or call to the provided phone number • Internet research on the customer details • Request to the official authorities in the country of the customer – this has to be done by compliance management.
9. Customers will not be able to register with a country of residence in the following list: US, Denmark, Belgium, Australia, Anguilla, Afghanistan, Czech Republic, Slovakia, Slovenia, Gibraltar, Israel, Iran, Jersey, Lithuania, Slovakia, UK, Ireland, Estonia, Italy, France, Turkey, Spain, Greece, China, Jamaica, Cambodia, Iraq, Syria, Myanmar, Lao PDR, Angola, Cape Verde, Paraguay, Macau, Hong Kong, Albania, Pakistan, Lebanon, Cote D'Ivoire, Iran, Afghanistan.
10. Customer under the age of 18 will be denied to register an account. Customers will be required to register before playing for real money.

10. 3 GUIDELINE PAYOUT MANAGEMENT

10.3.1 Checks to be performed on each payout:

10.3.1.1 Account check

The owner of the PP Solutions N.V. account must be the same person as the owner of the bank account or credit card. All account information, like address, email, date of birth etc., must be complete and authentic. Withdrawals will be made to the same source where the funds originated (where possible).

10. 3.1.2 Deposits must have been used

On each payout it has to be checked if the deposits have been used for stakes. A payout cannot be processed if the deposited amount has not been used for stakes. If the deposited amount has not been used, the payout has to be denied. Furthermore, the latest winnings have to be checked for correctness.

10. 3.1.3 Fulfilment of bonus rules

Before a payout can be deducted from the customer's account, the account has to be checked if a bonus has been given to the customer since the last payout. When a bonus has been credited, the account has to be checked for fulfillment of the bonus rules applicable to that bonus.

10.4 AML Procedures - The Risk Based Approach

The risk-based approach is introduced to promote a move away from a "one size fits all" approach to anti-money laundering procedures. By identifying and assessing the money laundering risks, PP Solutions N.V. can take the best steps to mitigate and monitor those risks.

10.4.1. Risk Profile for PP Solutions N.V.

Based on our business profile, the risk of money laundering and terrorist financing is minimal, especially compared to financial institutions. The main reason is that cash is not accepted and only credit cards, e-wallets and other licensed instruments can be used to effect deposits and withdrawals. Additionally, the average transaction is of a relatively small value. The only money laundering stage that could be of a risk potential for PP Solutions N.V., is the layering stage, which is mitigated by various daily screening measures described below.

10.4.1.1. Customer Due Diligence (CDD)

CDD information is needed to identify money laundering activity. The more the customer profile is updated, the more it will help to identify unusual and potentially suspicious activity. In accordance with the 4th AML directive, the verification and gathering of client information will be delayed until:

- Account deposits reach a pre-determined threshold of EUR 2,000;
- Gaming activity reaches a pre-determined threshold of EUR 2,000;
- Players seek to withdraw funds (initial payout);
- A period of time since account opening lapses more than 60 days.

The following on-going monitoring measures describe CDD measures based on the company's risk profile:

- Identity verification for every new customer
- Assessing the risk profile of every customer
- Daily payout analysis
- Analysis of the historical pattern of the customer's payout activity
- Ban of anonymous or fictitious accounts.

10.4.1.2. Customer Due Diligence Measures Applied

The daily CDD measures applied during the daily workflow are described in detail below.

CDD: ID-Check

For every new customer the service department conducts individual checks whether the registered data is plausible and correct. The IP address check and double customer check are conducted as outlined below. Fake or double accounts are being closed immediately.

CDD: IP-Check

The customer's IP address is registered upon every log-in. Upon registration, a review is done as to whether the customer's IP address corresponds with the

registered country. If there is a mismatch, the customer's account is marked for further checks.

CDD: Double Customer Check

Every customer can open only one account. If a customer tries to open multiple accounts, these will be blocked, and the system will generate a warning.

CDD: Passport check upon first pay-out

Customers may need to submit a passport copy before the first pay-out irrespective of the amount requested. Passport copies are checked individually by risk management. Furthermore, PP Solutions N.V. reserves the right to determine the payment means of the first pay-out: either by the same method used for the deposit, or by bank transfer in order to further validate the customer's identity.

10.4.2. Customer Acceptance Policy

After the identity verification a risk profile is formed based on the behavioural pattern of the customer. Every customer is given an internal classification, which will be described further below. If suspicious behaviour is observed, evidence will be recorded on the customer profile, and enhanced customer due diligence is applied. Enhanced customer due diligence (EDD) is mandatory also for Politically Exposed Persons (PEPs) who are considered high-risk customers.

10.4.3. Enhanced Customer Due Diligence (EDD)

Enhanced Customer Due Diligence is applied when additional steps of examination are needed to identify the customer and to confirm that their activities and funds are legitimate. The following measures describe EDD measures based on the company's risk profile:

- Establishing the identity of the customer by requesting additional documents such as: a copy of a utility bill to verify the home address and a statement of a credit or financial institution to prove the bank account holder.
- Verifying documents by using supplementary measures.
- Requesting certified confirmation of the documents from a credit/financial institution.
- Ensuring that the first payment originates from customer's own bank account / credit card.
- Clarifying the source of the funds with the customer.

10.4.4. Enhanced Customer Due Diligence Measures Applied

The daily EDD measures applied during the daily workflow are described in detail below.

EDD: Enhanced ID Check

The customer has to submit ID, utility bill and bank statement for Enhanced ID Check within 30 days. If the customer does not send these documents within 30 days, the gaming account will be blocked from all transactions. Enhanced IDCheck is carried out whenever:

- The registered country is not part of the FATF white list.
- A deposit or pay out request is equal or more than 2,000 EUR.

Credit card verification

We use common tools like 3D Secure to verify credit cards.

10.4.5. Money Laundering Reporting Officer (MLRO)

The MLRO is the first person to notify when the suspicion of money laundering activities evolves. The MLRO is appointed by senior management and is trained for the money laundering risk factors that the company faces. When the company appoints the MLRO, the competent authorities need to be notified. The main duties of the MLRO are:

- a) Keeping up to date with AML/CTF legislations.
- b) Making sure that implementation takes place in line with the internal procedures.
- c) Making sure that anti-money laundering training is periodically given to staff.
- d) Recording and updating risk assessments.
- e) To receive and evaluate internal reports.
- f) To advise, guide and assist.
- g) To keep statistical data.
- h) Filing STRs to the respective financial authority.

All incidents involving a suspicious person or transaction in terms of money laundering or funding terrorism need to be reported to the respective financial authority by the MLRO within 5 working days. In the Suspicious Transaction Report, the MLRO must give a clear and complete explanation of the suspicious behaviour including also customer identification and transaction records.

10.4.6. Additional Monitoring Tools

Customer Classes

Every customer is vetted in a specific customer class according to his „risk potential.“ Every customer class is subject to different deposit limits. For instance, all new customers are being rated with customer class N (white list markets) or M (non-white list countries). After the lapse of 4 weeks, customers will be moved to different classes in line with their observed behaviour. High risk customers will be followed closely.

10.4.7. Politically Exposed Persons (PEPs)

A Politically Exposed Person is someone who has been entrusted with a prominent public function, such as a senior political figure. Individuals who are closely related to this person, for instance, immediate family members and close associates, are also considered as PEPs. PEPs are classified as a money laundering risk since they may be exposed to property that has been generated by corruption and bribery because of their position. The current PEP lists provided by Acuris are consulted in order to identify a customer as PEP. The player is requested to confirm their PEP status within the first deposit. Once established as PEP, the user's account is terminated. Screening for PEP status is carried out once a year and after a country election the resident of which the player is. Where player who was a PEP is no longer entrusted with a prominent public function, the requirements for PEPs will continue to apply for a period of at least 12 months after the date on which the person ceased to be entrusted with a public function or for a longer period to address the risks of money laundering or terrorist financing in relation to that person.

10.4.8. Record Keeping

The following records are kept: Identification Records: Copy of ID-document; Copy of bank/credit statement; References. Transaction Record Details: Deposit/withdrawal method used; ID of person performing the transaction; Destination of funds; The authorization of credit card payments performed by our clearing companies; Volume of transactions. The records are kept for 5 years from the end of the business relationship in accordance to the directive.

10.4.9. Employee training

Periodical training ensures that the staff is aware and compliant with the anti-money laundering regulatory requirements.

10.4.10. Employee hiring

For all new employees hired by PP Solutions N.V.; PP Solutions N.V. will conduct a thorough background check and various due diligence documents will be collected for reference (birth certificate, clear police conduct, etc.). Interviews are carried out

and requested references are checked, whenever available. It is a company policy that all new employees are also given training with regards to the anti-money laundering policy and the internal procedures used to mitigate this risk.

11. COMPLAINTS

You are free to contact our customer service team to share your opinion, your feedback, request or complaint. Please use: support@popiplay.com for this purpose. We will endeavour to respond as soon as possible, but not later than 48-72 hours. Complaints are handled in the support department and escalated in the organisation of the respective 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.