

GENERAL TERMS AND CONDITIONS OF USE

ESTORIL SOL DIGITAL

(2017/12/22)

Statements, warnings and General Comments

Access and use of the services on this site are subject to the General Terms and Conditions of Use shown below, which you can print by clicking the "print" button on your browser or by selecting "Print" in the file menu, and which you can also download to your hard disk by clicking the relevant button. These General Terms and Conditions of Use contain legal information about viewing and using the services offered on the websites of ESTORIL SOL DIGITAL (<https://www.estorilsolcasinos.pt>), afterwards in this document referred to as "the Sites" or individually as "the Site".

Please read our carefully General Terms and Conditions and our Privacy Police , which are a necessary condition for registering and making use of our services.

By accessing this Site, their pages content or the services offered, you explicitly acknowledge that you have taken note of these General Terms and Conditions of Use, you undertake to comply with them unreservedly and you agree to:

- a) Have acknowledged and accepted this Terms and Conditions of Use.
- b) Don't find yourself in a situation where you are prohibited by the law of playing, such as:
 - You are under 18 and banned or restricted;
 - You have requested or have been imposed a ban to play;
 - You own a title as a sovereign organ, or as a Republic Representative or as a member of the Autonomous Regions Government;
 - You are a Magistrate, or part of any member of the authorities, such as the Police and all law enforcement or of a Company that controls, inspects and regulates the games.
 - You are a member of any social organs or an Estoril Sol Digital employee;
 - Have access to the games Software;
 - Led, organize or explore any organizations or competitions that can have a connection to matches that can be targeted;
- c) Authorize Estoril Sol Digital to verify the veracity of all details given upon registration and will send all documents required as soon as requested.
- d) Have acknowledged that the amount available to withdraw, on your Player's account, can only be transferred to a bank account to which you are the account holder.

- e) Have acknowledged and understood the privacy and bonus policy running on our site.

The ESTORIL SOL DIGITAL Sites offer casino games and sports betting. Use of gaming services requires you to create a personal account and explicitly and irrevocably accept these General Terms and Conditions of Use by checking the relevant box on the Site. The Gaming Regulations, and our Bonus Regulations form an integral part of these General Terms and Conditions of Use.

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

The casino games provided on our Sites are compliant with Portuguese law. It is important that you find out about the present legislation in your country of residence before registering. Some casino games may be prohibited there by law or subject to certain conditions. ESTORIL SOL DIGITAL accepts no liability under any circumstances if one of the casino games offered by ESTORIL SOL DIGITAL is illegal in your country of residence.

ESTORIL SOL DIGITAL gambling technical system complies with and observes the current law on money laundering and the financing of terrorism.

Estoril Sol Digital collects and treats personal data in compliance with the legal duties to which it is subject, doing so to the strictest extent necessary and legally required for the creation and activation of the registration and the account of the player.

The personal data are processed automatically for the purposes mentioned in our data protection regulation which is an integral part of these Terms and Conditions and can be consulted (HERE), namely to manage the registration and account of players and for promotion and marketing of our products.

By accepting these terms and conditions you are also expressly giving your consent for Estoril Sol Digital SA to collect and process your personal data.

The data collected is shared in encrypted language with the regulator (SRIJ) and with associated entities, namely the gaming providers.

The holder of the data enjoys the rights conferred by law, and, in particular, the rights of access and rectification, and for this purpose the Estoril Sol Digital SA should be contacted.

Because your data circulates in an open network, they risk being seen and used by unauthorized third parties.

It is compulsory to fill in the data marked with an asterisk *

Your e-mail address allows us to faster contact with you in the event of additional clarification.

In case you do not check the option that prevents the sending of messages containing information regarding the services and activities of Estoril Sol Digital, your consent will be assumed in relation to this sending, which may cease as soon as you mark the respective option In any of the received messages.

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Article 1 – Identification

The Site <https://www.estorilsolcasinos.pt>, which is dedicated to gaming, is explored and the responsibility of ESTORIL SOL DIGITAL Online Gaming Products and Services S.A. Anonymous Society of Portuguese right, with its registered office based at Rua Melo e Sousa 535, Bloco 2, A, 2765-253 Estoril (Portugal) and company number CAE 70220, 62020 and will hereinafter be referred collectively as ESTORIL SOL DIGITAL, to whom has been attributed, issued by SRIJ (Serviço de Regulação e Inspeção de Jogos), all licenses legally needed to operate in Portugal.

Article 2 - Definitions

- **Player account:** The Player account is a personal account created by a private individual (the "Player") only used to the practice of games, allowing the player to access the Software under the conditions defined in the present Terms and Conditions, laws and applicable legislations, in where is credited and debited all transactions made by the player.

- **Contract:** the contract refers to all the clauses described in the present Terms and Conditions of Use, the regulations and instructions for the Software, the casino games, the Bonus regulations, and the privacy policy of ESTORIL SOL DIGITAL available on the Site.

- **User/Player:** refers to any person of at least 18 years of age who has registered on the Site and holds a Player account, or any person accessing the Sites and software without registering.

- **Software:** refers to all the programs, files, data or any other content of <https://www.estorilsolcasinos.pt> or associated with the Sites that allow the Player to participate in online gaming.

- **Player name and password:** the name of the player and the password that the Player has chosen during registration for the online Sites

- **We/Us:** ESTORIL SOL DIGITAL, Online Gaming Products and Services, S.A.

- **Playthrough:** the number of times that the bonus amount must be played before the bonus can be withdrawn by the Player.

- **Sites:** refers to the websites of ESTORIL SOL DIGITAL available under the URL, <https://www.estorilsolcasinos.pt> and other websites with URLs acquired by ESTORIL SOL DIGITAL.

- **You:** The Player

- **The Parties:** refers to the Player and ESTORIL SOL DIGITAL jointly.

Article 3 - Modification

ESTORIL SOL DIGITAL reserves the right to modify and update the present General Terms and Conditions of Use, access to and content of its Sites and bonus regulations at any time without prior notice. If the General Terms and Conditions of User are modified, players will be informed the next time they connect to the ESTORIL SOL DIGITAL Sites by means of an appropriate message.

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

Article 4 - Protection of personal data and cookies

We take the utmost care to protect the personal information you provide to us. We acknowledge the importance of protecting personal information and data. That is why we do everything in our power to protect the privacy of all the visitors and players of our website.

ESTORIL SOL DIGITAL takes the appropriate technical and organizational measures necessary to protect your personal data from abuse, destruction, loss or any other action that can compromise the safe and confidential preservation of your personal data.

ESTORIL SOL DIGITAL applies strict and extensive security measures to prevent unauthorized access to your personal data or any abuse of these data.

ESTORIL SOL DIGITAL sees to the adequate, relevant and non-excessive collection of the personal data, taking into account the purpose of processing as indicated in this declaration. Your personal data will not be kept for longer than is necessary to achieve the purpose of processing, unless data retention is imposed by a law, decree or order.

You can find our data protection regulations [HERE](#) and our cookies policy [HERE](#)

Article 5 - Creating a Player account

Participation in the games available on this Site requires you to create a personal Player account on our Site using the registration form provided. It is not possible to play on our Site without a personal Player account.

Only physical persons with legal capacity and aged 18 or over are authorized to create a player account on a ESTORIL SOL DIGITAL Site. Moreover, the player should not be prohibited from playing by the legislation in force in Portugal, or in his country of residence.

The casino games and sports betting offered are only available to physical persons aged 18 and over. ESTORIL SOL DIGITAL reserves the right to demand proof of the player's age and to check the information supplied at any time. An account may be suspended until satisfactory proof of the player's age is supplied to ESTORIL SOL DIGITAL.

Each physical person is entitled to have a maximum of one (1) player account on our website EstorilSolCasinos.pt. The player account cannot be transferred to or used by a third party.

To create an account, simply click on the "Create my account" button and follow the instructions on the screen. To create an account, the Player must verify his/her identity and supply the following personal information:

- surname
- first name
- place of residence
- nationality
- title
- date of birth
- country of residence
- national registration number
- telephone number or mobile number
- postal address
- email address
- any other information requested during the online registration process.

All fields are mandatory and verified.

Player account validation will only become effective upon verification of your identity.

You can send your account holder document proof from the bank you would like to credit your withdrawal. This proof can be sent at any time through the menu "my account".

Furthermore, the Player must specify his/her login details indicating:

- A username of his/her choice (providing it is not already in use by another Player)
- An ID (player's name) that is different from the username
- A password of his/her choice.

ESTORIL SOL DIGITAL reserves the right to prohibit the use of usernames that it considers inappropriate. Only the username will be visible to other Players; the ID and password will remain strictly confidential.

The Player can amend his/her personal information and login details at any time, with the exception of his/her name, place, date of birth and national registration number, by clicking on "My Account" on the home page of the Site.

If you live in a country other than Portugal, you are responsible for checking that the legislation in your country allows you to register and play on our Site.

Once the information has been entered, you will be asked to accept the General Terms and Conditions of Use and our Privacy Policy by checking the box "I've read and agree to the Terms and Conditions, expressly express my consent to the collection and processing of my personal data, and I am at least 18 years old.". You will not be able to continue the registration process without checking this box.

The Player can then, after account verification, access his "user account" page and the online gaming applications, and deposit money.

During registration, the Player will be sent an email containing a hyperlink on which he/she has to click to confirm his/her email address and to activate the function to withdraw money from the site. A page on the <https://www.estorilsolcasinos.pt> website will then inform the player that the account has been verified.

ESTORIL SOL DIGITAL will acknowledge receipt of the documents you have transmitted and will perform all the verifications required to ensure that the data provided in the online registration form matches the transmitted documents.

If it should appear that the registration conditions mentioned above are not met or cease to be met, or that the information provided is not or is no longer accurate/true/complete/up-to-date, ESTORIL SOL DIGITAL reserves the right to refuse to create the Player account or to close the Player account.

Article 6 - Account and password

You are personally responsible at all times for all activity on your player account. You must keep your account information secret, especially your password, and all operations carried out under your account. You agree to notify ESTORIL SOL DIGITAL immediately, using the following email address: **apoio@estoril-sol.com,,** in the event of unauthorized use of your account or your password, or any security breach.

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

If you forget your password, click on the "Forgotten your password?" link on the Site home page and enter the email address associated with your Player account. ESTORIL SOL DIGITAL will then send you an email with a link allowing you to generate a new password.

ESTORIL SOL DIGITAL reserves the right to demand that you change your username and password if it believes that they no longer ensure adequate security.

ESTORIL SOL DIGITAL accepts no liability for loss or harm suffered by the player as a result of unauthorized use of his/her connection details by third parties, even without the player's knowledge

Article 7 - Obligations relating to use of the Site

By using this Site, the Player undertakes:

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

The Player acknowledges and agrees that it is forbidden to obtain loans to play and that ESTORIL SOL DIGITAL and their respective governing bodies, employees and other

collaborators are forbidden from granting loans to players or from making available, directly or indirectly, devices which allow players to grant loans to each other.

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

Article 8 - Player guarantees

The Player declares and guarantees that:

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

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

Article 9 - How to use the games

9.1. General

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

The Site can be accessed via all computer equipment, specifically a PC, mobile phone or by any other means with an Internet connection (smartphones, iPhones, iPod Touch, gaming consoles, SmartTVs etc.). Some games may require you to download specific gaming software.

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

Hardware and operating system:

PC: Windows XP or higher Macintosh:

Mac OS X or higher

Browser software:

IE 8 or higher with Javascript activated Firefox

5.0 or higher with Javascript activated

Connection type: min. ADSL 512.

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

9.2. Games

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

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

The Player will immediately be informed of the result at the end of a game; any winnings will be credited to his/her Player Account.

If a game is interrupted before the end by the Player, the latter will lose the chance of any winnings.

If a game is interrupted before the end because of a technical problem, the Player must contact Customer Service immediately.

Having analyzed how the game progressed and the technical problem, ESTORIL SOL DIGITAL will write a technical report taking into account the applicable game rules.

The technical report on how this game progressed will constitute the sole evidence for calculating the loss or winnings. No discussion will be entered into.

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

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

9.3 BETs

9.3.1. Definitions

A Single or Multiple bet is the choice of one or more results, within multiples possible outcomes in a sports event.

The Betting Slips contains all the selected bets registered by the player with one or more possible outcomes.

A single bet contains only one selection, which must be a winning one, in order for your bet to win. The possible returns are calculated by multiplying the value of your bet by the odd available.

A multiple bet contains between 2 and 12 different selections and all must be winners in order for this betting slip to be a winning one. If a single outcome is lost, the entire betting slip is considered lost.

The odd of the multi-bet is the result of the multiplication of the odds values available in the betting slip for each of the selected events. The potential returns is the result of the odd multiplied for the bet made.

Example: If you bet 5 euros that Porto will beat Benfica (odds=1,5), and that Sporting will beat Braga (odds=2). The final odds will be: $1,5 \times 2 = 3$ and the total winnings will be 15 Euros (5 euros \times 1,5 \times 2), if Porto and Sporting both win.

If Benfica wins and Sporting draw, this is a losing bet.

If one of the selected bets from the multi bet slip is cancelled, the winnings are calculated based on the remaining odds, if all are won.

9.3.2 Betting Slip Registration

A placed bet will only be valid after its acceptance by ESTORIL SOL DIGITAL. Each valid bet will generate a reference and the bet amount will be immediately debited from the player's account. Bets will not be valid if there are not enough funds in your account.

It is the customer's responsibility to ensure that the details of their bets are correct. Once the bets have been placed, they cannot be canceled by the customer.

The only accepted currency to place bets on ESTORIL SOL DIGITAL is Euro.

All bet selections are subject to limits set by ESTORIL SOL DIGITAL.

Bets will be settled, based on the official final results of the event(s), as soon as possible, as a rule up to one hour after the end of the event(s), any winnings will be credited to the Player's account.

If a bet is settled incorrectly and returns credited to the player's account, ESTORIL SOL DIGITAL reserves the right to correct the bet by withdrawing the wrong amount credited to the player's account.

9.3.3 Error Correction

All odds are subject to variation and become permanent when a bet is placed. However, ESTORIL SOL DIGITAL reserves the right at any time to correct obvious errors in the insertion of the betting odds, or to cancel bets based on odds that are incorrect.

ESTORIL SOL DIGITAL is not responsible for any obvious error odds display, results or any other data, and any player can make any claim for compensation as a result of such error.

9.3.4 Bet Limits

The maximum and minimum amount authorized for all sports bets is set by ESTORIL SOL DIGITAL, which reserves the right to change it without prior notice. In addition, ESTORIL SOL DIGITAL also reserves the right at any time to impose limits on matches or events.

If the potential winnings of a bet exceed the defined win limits, ESTORIL SOL DIGITAL will inform you of the maximum win amount for that same bet.

9.3.5 Late bets

If, for any reason, an early bet is accepted inadvertently after the match has already begun, bets will be void, and the bet amount will be refunded. The same applies to betting on selections whose result is already known at the time the bet is placed.

9.3.6 Return

If a bet is void, the bet amount will be returned to the player. In the case of a "simple bet", it implies that the player will recover the amount of his bet. For "multiple bets," total factor will be modified taking into account the annulment of the selection in question.

9.3.7 Suspension of an Event

An event will be deemed to have been suspended if canceled earlier than the minimum time set for the competition to which it belongs. If the event is permanently suspended, it will be deemed to have been canceled and all bets will be refunded. * Please Check Betting Rules.

9.3.8 Changes in the beginning of the Event

If an event start time is changed, all bets on this event will be returned unless otherwise stated in the Betting Rules.

9.3.9 Changes to the Event Location

If an event is changed to a location that is considered "neutral territory", bets remain valid and the odds do not change. Bets will be void if the "field of play" is changed to the first belonging to the visiting team.

9.3.10 Bets Results

ESTORIL SOL DIGITAL will check the results of an event based on the official final results announced at the end of the competition. Bets will be settled based on the results published on the ESTORIL SOL DIGITAL site on site "results". However, in case of discrepancies in the results issued by more than one official source, or in the case of an obvious error, ESTORIL SOL DIGITAL reserves the right to determine the final outcome of the bet.

Any complaints regarding the accuracy of results shown on the websites of ESTORIL SOL DIGITAL, should be based on official results (in particular, the results shown on the websites of official agencies responsible for the event).

During the broadcast of live events, the results considered valid will be those immediately announced at the end of the event / competition. Any changes, subsequent to these results, will be disregarded to determine the winning bets.

If an event / tournament is suspended, this suspension will not affect settled bets for previously determined markets.

If a game is definitely considered unfinished, all bets placed on the game will be canceled and returned, unless otherwise stated, including when the results are considered final at the end of the interruption.

Unless stated otherwise in the Betting Rules, the result announced on the date of a match is what will be taken into account to determine the winning bets.

Any subsequent changes to the result by the official or disciplinary authorities will not be considered to determine the winner of the bets.

9.3.10.1 Dead-Heats

When there is a dead-heat between two or more selections (being declared the winner two or more participants), the stake money is proportioned according to the number of teams included in the dead-heat and paid with full odds.

9.3.11 Collusion and Unions

Players must place their bets individually. If there is evidence of a set of bets placed by a customer or group of customers that results in guaranteed profits for the customer regardless of the outcome, either individually or as part of a group, those same bets may be declared null and void by ESTORIL SOL DIGITAL at any time, including after the event.

9.3.12 Fraudulent Competition

If there are any suspect of fraud, match-fixing or other irregularities that may compromise the integrity of a bet, the event in question will be suspended from the list of events and bets on this event will not be validated. Bets may be void.

9.3.13 Bet cancellation

ESTORIL SOL DIGITAL reserves the right, at its discretion, to declare a bet totally or partially canceled, namely in the following situations:

- In case of software failure that is or may have been detected by the betting provider and / or ESTORIL SOL DIGITAL;

- In the case of results directly or indirectly affected by criminal actions;
- In the case of a public announcement made in relation to a bet that significantly changes the odds or in the event of a public announcement of the results during the betting verification period;
- In the case of bets where an account holder, or parties acting in association with the account holder, directly or indirectly influence the outcome of an event.
- Whereas there has been any collusion between players or between these and third parties, or attempted collusion, to obtain an illegitimate gain to self or by using the player account;
- When ESTORIL SOL DIGITAL has indications that the User has violated one or more clauses of the General Terms and Conditions of Use available on the website;
- When the player is unable to play or pass to be one of the situations that the law, regulations or the site use of standards cominem with such impediment.
- Incorrect Fixture - Where an incorrect player or team is quoted within a fixture all bets in that selection will be void.
- Incorrect Market - If an incorrect market is quoted for any match or event, bets placed on that market will be void.

In addition, if an event has just been canceled or postponed, bets may be held for a certain period of time originally planned for the event in accordance with the sports regulations for which the bet was placed.

9.3.14 Betting Rules

Any additional information or rules about bets, related to a specific type of sport, will be summarized in the Betting Rules.

In the event of a contradiction between these general betting provisions and the Betting Rules, the later shall prevail.

9.3.15 Bet Particularities

In case of "odd even number" bets regardless of the sport or the stake, if the result is "0", the result of the bet is considered an even number.

9.3.16. General Conditions of "Free Bets"

Access the terms and conditions regarding free bets [HERE](#).

Article 10 - Bonus

You can view ESTORIL SOL DIGITAL's Bonus Regulations [HERE](#)

Article 11 - Depositing and withdrawing money

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

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

Subject to compliance with all the provisions of these General Terms and Conditions of Use, ESTORIL SOL DIGITAL undertakes to execute any withdrawal, at the Player first request, of the winnings made so far and for as long as the Player account balance is in credit.

ESTORIL SOL DIGITAL transfers the available amount in the player's account to the payment account within the legal time limit. ESTORIL SOL DIGITAL will only pay out any amount of money providing that the Player does not owe any money to ESTORIL SOL DIGITAL and after having checked that the game has been running properly, that there has been no cheating, fraud or any software or human error that may have led to unjustified winnings or unfounded losses.

In order to prevent fraudulent or abusive behavior, ESTORIL SOL DIGITAL reserves the right to charge management costs up to 15% of the transaction value, in transactions that may be made in the player's account and do not have as purpose they are used in the game (specifically in the case of consecutive deposits and withdrawals without placing any bets and any abuse of the player or bonus account, for example).

In exchange for providing the services that allow players to play, to access a secure system, to participate in money games and to play with real money, ESTORIL SOL DIGITAL charges management fees on the majority of pots or stakes as well as participation fees. In return, ESTORIL SOL DIGITAL does not take any commission or fees of any type on deposits or withdrawals, regardless of what payment method is used. On the other hand, ESTORIL SOL DIGITAL reserves the right to apply administration fees of 15% on transactions (withdrawals and deposits) not solely intended for participation in the games (specifically in the event of consecutive deposits and withdrawals without placing any stakes and any abuse of the Player account or bonuses, for example).

The Player irrevocably and permanently waives any right to dispute or refuse any payment of amounts due to ESTORIL SOL DIGITAL. Moreover, the Player authorizes ESTORIL SOL

DIGITAL to debit from the Player account any amounts(s) he may have received as a result of fraud or of a malfunction of the Sites or of the gaming services.

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

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

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

No credit can be transferred until the Player's account has been verified by ESTORIL SOL DIGITAL.

ESTORIL SOL DIGITAL reserves the right to request any information or documents deemed necessary to verify deposits and withdrawals of money.

In international payments, ESTORIL SOL DIGITAL reserves the right to deduct, from the amount to be paid to the client, any fees or other means of payment to face the costs of the bank transfers.

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

When making your first deposit, we ask you to send the proof of your bank account where the amounts from withdrawal will be credited.

Article 12 - Guarantee and Limitation of liability

The Player uses this Site entirely at his/her own risk. Unless otherwise specified and to the maximum extent permitted by law, this Site and all its content, the Software, the gaming services offered and the information on or related to the Site are provided "as is" and "depending on availability", without any guarantee of any type whatsoever, either explicit or implicit. In particular, ESTORIL SOL DIGITAL makes no guarantees that the Site and its software will meet the Player's requirements, it cannot be used by third parties in bad faith

trespassing intellectual property rights. ESTORIL SOL DIGITAL does not guarantee that all faults are corrected, but will make every effort in this direction.

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

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

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

In the event of system errors that occur during auditing or at the level of software features or components, neither ESTORIL SOL DIGITAL nor our software supplier can be held liable by the Player or any third party for any costs, expenses, losses or complaints arising from such errors. In the case of such errors, we reserve the right to remove all the games affected by the software and the Site, to cancel all games affected by such an error, including cancellation of all the players' winnings attributable to such an error, and to take any other measures necessary to rectify such an error.

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

1) the amount of the commissions collected by ESTORIL SOL DIGITAL in relation to the player account in question over the three months immediately preceding the complaint; 2) or the amount of 500 euros (five hundred euros).

Finally, the Player will not hold ESTORIL SOL DIGITAL responsible for any harm or inconvenience of any nature suffered directly or indirectly by the Player or a third party, whether foreseeable or otherwise, as a result of abuse or improper use of the Site, the Software or the games by a Player or a third party, in particular harm relating to pecuniary loss, lack of winnings, data loss, damage to property or physical harm.

Article 13 - Intellectual property

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

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

Any other use of the gaming services of distinctive symbols of ESTORIL SOL DIGITAL that goes beyond the Player's legitimate authorized access is strictly prohibited.

The Player will avoid infringing the rights of intellectual property, previously mentioned, in any way whatsoever, especially through the reproduction, communication, use, even if partially, of distinctive symbols or the use of all or part of the content of the Software, games, Sites or any element of the Sites, without the prior written consent of ESTORIL SOL DIGITAL.

Article 14 - Term

These General Terms and Conditions of Use are valid indefinitely until the Player cancels the registration. The Player can take advantage of the Services as soon as the registration has been confirmed by ESTORIL SOL DIGITAL.

Article 15 – Players Account/Suspension/Cancelation

The registration and the player account can be modified by ESTORIL SOL DIGITAL on the situations mentioned on the law and regulations and designated on the following circumstances:

a) Registration or account suspension.

The player will be prohibited from gambling or betting or making deposits when,

- i. The player's registration or account haven't been accessed by the player for continuous period of 2 years;
- ii. The player has auto excluded him/herself for intermediate period of time;
- iii. The player paused the game, and during the time the pause is defined;
- iv. When ESTORIL SOL DIGITAL has evidence or record of evidence, collected by itself or by third parties, namely by institutions providing financial services, that indicates practices of fraudulent or illegal activities by the Player, or the use or attempted illegal use of the Site, Software, gaming services, including the use of a player account by another player (even with the latter's consent), the use of means of payment, including counterfeit, cloned, stolen or object of any other illegal procedure, the solicitation of third parties through illegal commercial practices for subtraction of values;
- v. When there have been acts of piracy of the Site, the Software or the game services, or its attempt, including the misuse of personal data or the violation of the intellectual property rights of ESTORIL SOL DIGITAL or third parties;
- vi. When there has been any collusion between players or between these and third parties, or attempted collusion, to obtain an illegitimate gain to the game or using the player account;
- vii. When ESTORIL SOL DIGITAL has indications that the User has violated one or more clauses of the General Terms and Conditions of Use available on the website;
- viii. When the Player has not provided, within the requested period, all the supporting documents necessary to confirm changes to his registration or account;
- ix. When the data or documents provided by the player are incomplete or incorrect and even when the new documents differ from the previous ones, in which case the suspension will remain in force until the doubt is clarified in a satisfactory manner and without prejudice to the deadlines set for cancellation of the player's account;

- x. When the Player is or becomes in one of the situations in which he is prevented from playing and that is comminuted by the law or the regulations with the suspension of account;
- xi. When there has been abuse or appropriation of data in the procedure of creation of the register or of the account of player and without prejudice of the participations that are legally pertinent;

b) Registration or account cancelation.

The player will be forbidden prohibited from betting or making deposits when,

- i. The player's registration or account haven't been accessed by the player for continuous period of 2 years;
- ii. The player has auto excluded him/herself for intermediate period of time;
- iii. have been imposed a ban to play to the player; iv. The player has decease.

c) Registration or Account deactivation.

The player will be forbidden prohibited from taking any actions when, betting or making deposits when,

- i. have been imposed a ban to play to the player;
- ii. in case of death of Player.

The cancelation or deactivation of the account does not prevent the player to access the information on it.

The Player will be notified by email regarding the suspension or account closure.

ESTORIL SOL DIGITAL will inform the player, if applicable, the amount of any credit balance available and carry out the transfer within 48 hours to the indicated payment account.

For exceptional reason, justified and previously communicated to SRIJ, the transfer referred above may be deferred when the ESTORIL SOL DIGITAL has evidence that the transfer is related to the practice of money laundering or terrorist financing.

Article 16 - Self-Exclusion, account closure and deposit limits by the Player

The Player can self-exclude herself/himself from accessing and using the Site and may choose the Self-Exclusion time period. To choose this option, the Player must access the "My Account" section of the Site and then select the "My Settings" tab where he/she can find the "Self-Exclusion" field.

The player may also request their self-exclusion from the regulation and Gaming Inspection Service. Details about the procedure for making this request for self-exclusion can be checked here: <http://www.srij.turismodeportugal.pt/en/responsible-gambling/selfexclusion/>.

During the period in which they are excluded from the register and the player's account remain suspended or canceled, depending on the situation, and it may not play or deposit values in regulatory terms.

Article 17 - Account Closure

The player can close his account at any time by sending a registered letter to ESTORIL SOL DIGITAL, Online Gaming Products and Services, SA, Rua Melo e Sousa, Nr. 535, Bloco 2-A, 2765- 253 Estoril - Portugal, or via email.

The contract will be terminated as soon as the player receives a written notice by the ESTORIL SOL DIGITAL, Online Gaming Products and Services, SA, to confirm the termination of the contract.

Article 18 – Player's Deposit limits

The player can set deposit limit and bet. To establish these limits the player must access the Site area "My Account" and then access the tab "My Settings" where you can find the fields "deposit limit" and "bet limit."

Article 19 – Player's account closure consequences The cancellation of the account means that the player:

- will cease use of the Site, Software and games; and,
- will delete all copies from the computer or any other device.

The permanent closure of the player account, entails the immediate payment of the amounts contained in this player account to the respective bank the player's account, provided that the holder has not committed any fraudulent activity involving the account lock.

If such payment is not possible, for reasons attributed to the player, especially if the player has changed the details of the bank account without notifying the ESTORIL SOL DIGITAL, management relating to the closed account costs will be charged at a rate of 2 percent per month, with a minimum of three euros per month. These costs will only be applied to accounts closed it was not possible to transfer balance, for reasons attributed to the player.

A closed account work is impossible. The amounts paid by ESTORIL SOL DIGITAL in the form of bonus or promotional offer are eliminated.

ESTORIL SOL DIGITAL inform about closing via email.

Article 20 - Responsible gambling

ESTORIL SOL DIGITAL invites you to gamble with moderation.

The Player is informed that, with some people, an increase in the duration or frequency of gambling may trigger a state of dependency or may lead to a certain mental fragility. The Player should know that addiction consists of an inappropriate, persistent and repeated gambling habit. The pleasure of gambling turns into a pressing need to gamble, at the cost of serious consequences for the player and the people around him/her.

The Player can read the "RESPONSIBLE GAMBLING" section, always available on all pages of the ESTORIL SOL DIGITAL site. In this section, the Player can see all the mechanisms that have been implemented on the site, advices on how to prevent and fight against excessive gambling and the risk of addiction, the procedure for registering on the list of those banned from gambling and information, plus contacts, of the organization "Linha Vida" specialized in fighting addiction problems.

Article 21 - Verification

ESTORIL SOL DIGITAL may at any moment check the solvency of a Player, with the support of financial entities and third-party payment service providers, as well as any information related to his/her registration and account.

ESTORIL SOL DIGITAL may ask the Player, at any moment, for details of his/her bank account and financial transactions executed in the context of using the Site.

Article 22 – Complaints

In the case of any complaint related with games or payment of winnings, the Player can go directly to the "Help" tab on the Site or send a separate email to support@estoril-sol.com.

Complaints must be submitted no later than 14 days after the event giving rise to the complaint happened. Otherwise the complaint will be deemed inadmissible. However, the

Player acknowledges that ESTORIL SOL DIGITAL is not obliged to investigate or follow up a complaint made by one Player against another Player.

Article 23 - Transferability of the contract

The Player's rights and obligations cannot be transferred to a third party without the prior consent of ESTORIL SOL DIGITAL.

ESTORIL SOL DIGITAL is authorized to sell the Software, the Sites and some or all of the gaming services without the prior consent of the Player.

Article 24 – Security

ESTORIL SOL DIGITAL implements security measures to protect the personal information the Player provides against unauthorized access and use. Nevertheless, the Player acknowledges and accepts the fact that transmissions via the Internet are never completely confidential and secure. The Player acknowledges that any message or information transmitted on our Site may be read or intercepted by other people, even if a special notice specifies that a given transmission is encrypted.

Article 25 - Availability of the Services

Connection to the Site and use of the services offered means that the Player is aware of and accepts the characteristics and limitations of the Internet, especially regarding technical performance, response times for viewing, querying or transferring information, the risks of interruption and, more generally, the risks inherent in any connection and transmission via the Internet or via mobile telephony networks, the lack of protection of certain data against any embezzlement and the risks of contamination by any computer viruses circulating on the Internet and mobile phone networks.

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

- transmission and reception or failure to receive data and/or information via the Internet or mobile phone networks;
- any malfunction of the Internet and mobile phone networks that prevents our Services from running and/or functioning properly;
- failure of any receiver or communications equipment;
- any data loss;
- any software malfunction;
- consequences of any computer virus or bug, anomaly or technical fault;

- any harm caused to a User's computer or mobile phone;
- any technical, hardware or software fault of any type that may have harmed a User's computer and/or mobile phone.

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

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

Article 26 - Hyperlinks

Creating links to the pages on the Site:

No links to the home page or to any other pages on the Site may be created without the prior written consent of ESTORIL SOL DIGITAL. It is necessary and mandatory that a mention to any ESTORIL SOL DIGITAL brands or any other equivalent, must be clearly made on or near the link.

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

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

Inclusion and use of frames

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

Links on the Site

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

The Player access those websites at his/her own risk and acknowledges that the websites may be subjected to different terms and conditions of use and other privacy protection provisions than those applicable to this Site.

Article 27 - Non-renunciation

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

Article 28 - Invalidity

The provisions of these General Terms and Conditions of Use should always be interpreted to be compliant with the applicable law. However, if any provision of these General Terms and Conditions of Use should be pronounced or found to be null and void or invalid, the validity of the remaining provisions shall remain unaffected. In such an event, ESTORIL SOL DIGITAL agrees to replace the voided provision with a new one with the same objective as the invalid provision.

Article 29 - Languages

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

Article 30 - Archiving and evidence

The files, data and documents kept by ESTORIL SOL DIGITAL on storage media in ESTORIL SOL DIGITAL's information systems under reasonable conditions of security shall be considered as evidence of communications and the results of games entered into between the Player and ESTORIL SOL DIGITAL.

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

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

Article 31 - Additional information

If a Player has any questions relating to these General Terms and Conditions of use or the Services in general shown on the Sites, he/she is invited to contact ESTORIL SOL DIGITAL on the following email address: info.online@estoril-sol.com.

Article 32 - Applicable law - Disputes

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

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

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

Article 33 – Language for reference

In case of any differences between the Portuguese and the English version of these regulations, the Portuguese version takes priority.