



## **TERMS OF SERVICE – Version until March 27<sup>TH</sup> 2012**

By completing the registration form and clicking on Terms and Conditions checkbox you agree to accept King Enterprises, N. V. Plaza P.L. Brion Unit 4, Curacao, Terms of Service. Your acceptance of the Terms Of Service establishes legal document between you hereafter referred as “YOU” and King Enterprises, N.V. referred to as “PokerKing.com”, “Us” or “We.”

King Enterprises N.V. is licensed and regulated by the Government of The Netherlands Antilles for the purposes of operating online casino games and online poker.

We provide our services via PokerKing.com (together the 'PokerKing Platforms'), and any other online or mobile platform owned by Us (each individual site being a 'Platform') through which You can access our betting and gaming services, including but not limited to the Gaming Services, as defined below using Your Account ('Services').

These Terms Of Services, together with the all rules, polices, promotions and any other content on the PokerKing.com website and any other additional rules and terms published on the Platforms or otherwise conveyed to You which specifically relate to and govern any particular event, game, software, promotion or tournament constitute a legally binding agreement between YOU and PokerKing.com ('Agreements').

PokerKing.com advice to YOU is to read all of these documents carefully as each one forms part of the legally binding agreement between YOU and PokerKing.com.

Your privacy is important to PokerKing.com. We designed PokerKing.com Privacy Policy to make important disclosures about how PokerKing.com collect and use your content and confidential information. PokerKing.com takes your privacy seriously.

## **INFORMATION COLLECTION AND USE**

PokerKing.com collects personal information when you register with PokerKing.com, when you use PokerKing.com products or services, when you visit PokerKing.com pages or the pages of certain PokerKing.com partners, PokerKing.com Franchises and when you enter PokerKing.com promotions. PokerKing.com may combine information about you that we have with information we obtain from business partners or other companies.

PokerKing.com collects information about your gaming and financial transactions with PokerKing.com and with our business partners, including information about your use of gaming products, financial products and other services that we offer.

PokerKing.com automatically receives and records information from your computer and browser, including your IP address, cookie information, software and hardware attributes, and

the page you request.

PokerKing.com uses information for the following general purposes: to customize the advertising and content you see, fulfill your requests for products and services, improve our services, contact you, conduct research, and provide anonymous reporting for internal and external clients.

## **GAMING SERVICES**

The gaming services are the services provided by Us via PokerKing.com and any other gaming platforms either continuously or intermittently (together the 'Gaming Services'). If You are using or intend to use the Gaming Services, You must do so in accordance with Section 27 of these Terms and Conditions which applies specifically to the Gaming Services.

### **1. APPLICABILITY OF AGREEMENTS**

By using Our Services or by acknowledging that You have read these Agreements or by clicking on the 'Submit' or 'I Agree' button when You install any of the software relating to the Services provided via the Platforms, You agree to comply with these Agreements.

You also acknowledge that Your failure to comply with these Agreements may result in disqualification, the closure of Your Account (as defined in Section 3), forfeiture of funds and/or legal action against You, as further specified in these Agreements.

You acknowledge that once You accept these Agreements, We will provide You with access to the Services immediately. In the event that You accept these Agreements when registering for Our Services, You will not later be able to cancel Your registration, although You can, at any time, withdraw from these Agreements and terminate Your Account (as specified in Section 20).

### **2. LEGALITY OF USE OF THE SERVICES**

**2.1.** You may only use the Services if You are 18 years of age or older (or have reached the legal age for use 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 Services from The United States of America, or any other jurisdiction where online gambling is forbidden. 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 which govern You and that You have the legal right to use the Services.

Without limitation to the above, access to Our Services may be restricted from certain territories. Any use of the Services is at Your sole discretion and risk. Poker King.com does not bear any responsibility if You breach any prohibition or law by using our services. By using the Services, You acknowledge that You do not find the Services to be offensive, objectionable, unfair, or indecent in any way.

### **3. ACCOUNT/REGISTRATION**

**3.1.** To use the Services, You must register for an account (an 'Account') with Us. You may access any of Our Services from Your Account (as defined below).

**3.2.** You can register an account with Us by choosing a unique Username, nickname and password and submitting the required information on Our registration form such as (but not limited to) Your first and last name, address, email, gender, birth date and telephone number. You shall ensure that the details provided at registration are accurate and remain current. You can change the details You provide at registration at any time by contacting PokerKing support and providing documents that verify Your Account details. Please see Our Privacy Policy for further details. Alternatively, You can contact Us for further information. PokerKing.com has the right to immediately cancel your registration without any notice, if it is proven that the information you provided is fraudulent.

**3.3.** There are no registration charges for opening Your Account. We are not a bank and funds are not insured by any government agency. All payments to and from Your Account must be paid in the currencies available on the Services and shall not bear interest. It is Your responsibility to ensure that all payments made into Your Account are from a payment source for which You are the named account holder. If You are making a deposit to or withdrawal from Your Account in a currency other than Your Account Currency, such deposit and/or withdrawal will be made at the Exchange Rates offered by Us or our merchants at the time of such deposit or withdrawal and may be subject to a small conversion fee. A list of deposit and withdrawal methods (third party merchant solutions) is available in the cashier and on the website "BANKING" section.

**3.4.** To play Real Money Games or place a bet, You will be required to deposit 'real money' funds into Your Account by any of the methods made available by Us. These funds will be credited to Your Account upon receipt of the funds by Us and/or Our agents. Minimum and maximum limits may be applied to the payments into Your Account, depending upon Your history with Us, the method of deposit, and other factors as determined solely by Us or our agents. For further details of current deposit and withdrawal options and fees please refer to the 'Cashier' or "BANKING" section on the website. If permitted, You may transfer funds from Your Account to fund another player's Account solely for the purposes of using the Services. Such transfers will be subject to the Inter-Account Transfer Terms or the Gift Certificate Terms (where applicable) and any other applicable terms and restrictions on withdrawals.

**3.5.** You can request withdrawals from Your Account at any time provided all payments have been received. We reserve the right to pay any requested withdrawal partly or in total via the same method of payment and in the same currency with which deposits were made. When using a credit/debit card or an e-wallet to make a deposit, We may elect not to accept any withdrawal request which occurs within fourteen (14) days after a deposit has been made. PokerKing.com withdrawal (cashout) policy can be found in "BANKING" section of the website on [Cashout Policy](#) page.

## **4. YOUR PERSONAL GAMING ACCOUNT**

**4.1.** The name on Your Account must match Your true, legal name and identity. Your financial transactions (account funding options) must match the name of the credit card or other payment accounts through which you fund the account or withdraw money from your account.

**4.2.** PokerKing.com Know Your Customer programs requires all customer with deposit and withdrawal to submit proof of identity at any given time. To verify Your identity, We reserve the right to request satisfactory proof of identity (including but not limited to copies of a valid passport/identity card and/or any payment cards used) and satisfactory proof of address (including but not limited to a recent utility bill or bank statement) at any time. Failure to supply documentation upon request may result in the suspension of Your Account.

**4.3.** PokerKing.com does not permit registration of more than one (1) Account in connection with Your use of the PokerKing.com Platforms. If You register for or create multiple Accounts, PokerKing.com reserve the right to terminate any and all Account(s) held by You. PokerKing.com reserves the right to confiscate any funds or winnings created by fraudulent activity related to multiple accounts. Should We have reasonable grounds to believe that multiple Accounts have been opened with the intention to defraud the company, 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.

**4.4.** You are not permitted to create more than one account per household, IP and/or computer.

## **5. USERNAME AND PASSWORD**

**5.1.** For security reasons at PokerKing.com you will be asked to create Login user name, password to enter account and to choose your gaming Nickname.

**5.2.** It is your responsibility to guard your Login information and password. Should you lose your Login information or you suspect or become aware that your information may be compromised you must immediately notify PokerKing.com and change your Login Information. Poker King.com does not bear any responsibility if illegal transactions are made on behalf of your Login information before You had notified Poker King.com of such fraudulent or malicious transactions.

**5.3.** You shall never share Your Account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your Account. You are responsible for the external security of your Account. PokerKing.com reserves the right to remove or reclaim any usernames or nicknames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

**5.4.** All PokerKing.com nick names are unique. Creating duplicate account in order to change Nickname will result in suspension of this account and confiscation of all the funds in your account. PokerKing.com reserves the right to remove, block or suspend any offensive and/or illegal Nicknames

## **6. DISCLOSURE OF USERNAME AND PASSWORD**

The username and password selected by You during registration for membership should not be disclosed to any third party. You are solely responsible for the security of Your username and password.

You agree to keep Your username and password secret and confidential and to disallow the use of any third party. Any party who accesses the Services 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 Account details. We shall not be required to maintain usernames or passwords. If You have lost Your Account name, username or password, please contact Us for a replacement.

## **7. YOUR USE OF THE SERVICES**

**7.1.** We reserve the right to suspend, modify, remove and/or add to any of the Services at Our sole discretion with immediate effect and without notice and We will not be liable for any such action.

**7.2.** For the protection of Our customers and the integrity of the Services, the use of all unfair practices when using the Services is strictly prohibited. If any party is found to be participating in any form of collusion or other activities that We consider to constitute cheating their Account may be permanently closed and any balance may be at risk of forfeiture or withholding as per Section 19 of these Terms and Conditions.

**7.3.** You are not permitted to enter, access or attempt to enter or access or otherwise bypass the security system or interfere in any way (including but not limited to, robots and similar devices) with the Poker Room and/or the Website or attempt to make any changes to the Software and/or any features or components thereof.

**7.4.** The broadcast of any prohibited Third Party Content (as that term is hereinafter defined) on Our Platforms is strictly forbidden. Please read Our Third Party Content Policy which is incorporated in these Agreements for further details.

## **8. COPYRIGHT AND TRADEMARKS**

The PokerKing.com name, website, logo and any other names or terms used by the Group are the trademarks, 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 to any copyright material or trade or service marks and may not use them without the Group's written permission.

## **9. ELECTRONIC SERVICES PROVIDER**

In order to use the Services, You will be required to send money to and may be required to receive money from Us. We may use third-party electronic payment processors and/or financial institutions ('ESPs') to process such financial transactions. You irrevocably authorize Us, as necessary, to instruct such ESPs to handle Account deposits and withdrawals from Your Account and You irrevocably agree that We may give such instructions on Your behalf in accordance with Your requests as submitted using the relevant feature on Our Platforms. You agree to be bound by the regulations imposed by each applicable ESP. In the event of conflict between these Agreements and the ESP's regulations, these Agreements shall prevail.

## **10. BONUSES**

We may on occasion 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 the Services in the manner specified when the Bonus is offered to You. Acceptance of any Bonus shall be in accordance with additional Terms and Conditions provided to You in respect of each Bonus offering and, if none, then in accordance with the Standard Promotional Terms and Conditions and Bonus release restrictions contained in the relevant offer. 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.

## **11. CREDIT/DEBIT CARD**

**11.1.** Players may only use their own credit/debit card in their own Account. Any deposits made using another individual's credit/debit card will be refunded and any Games played with funds from such card will be deemed void.

**11.2.** PokerKing reserves the right to charge a fee ranging from 1% to 3% on transactions effected by means of credit cards. The Player acknowledges that these fees are unrelated to any fees which may be charged by credit card companies and/or credit card associations.

## **12. CASH-OUTS**

**12.1.** Your account balance is the amount of real money currently held in Your Account (if any), which includes any winnings and losses accrued through use of the Services. Your account balance may also reflect any rakes or entry or other fees, if applicable, any amounts previously withdrawn by You or amounts forfeited or reclaimed by Us due to any known or suspected fraud or due to deposits or other transactions rejected or cancelled by Your bank or any relevant third-party bank (whether as a result of insufficient funds, charge-backs or otherwise), any Inactive Account Fees or any sums which are otherwise deductible or forfeited under these Agreements ('Account Balance').

**12.2.** Acceptance of a cash-out request is subject to any deposit method restrictions, bonus restrictions and/or Security Reviews (see Section 18 below) and any other terms of these Agreements. All amounts You withdraw are subject to the transaction limits and any

processing fees for deposits and withdrawal methods that We notify You of before cashing out. For further details of current deposit and cash-out options and fees please refer to the 'BANKING' section on PokerKing.com website.

**12.3.** We may report and withhold any amount from Your winnings in order to comply with any applicable law. All taxes due in connection with any winnings awarded to You are Your sole responsibility. Account balances cannot be transferred, substituted or redeemed for any other prize. Payment of funds which You withdraw shall be made by cheque, wire, credit card and/or any other manner which We select in Our sole discretion, although We will try to accommodate Your preferences as indicated by You during registration.

**12.4.** Withdrawal requests shall be processed as soon as reasonably possible. PokerKing maintains a target of five (5) working days for the processing of payouts but does not hold itself liable for a specific period of time in this regard. In the event that a Client has increased his Account balance in his Account by sending a fax copy of the transfer receipt related to a postal money order or bank transfer, the date shown on the receipt must coincide with the payment date into the PokerKing bank account otherwise it shall not be possible to withdraw any winnings.

**12.5.** Withdrawals from an Account can only be addressed to the person registered on the Account and as per the conditions specified on the PokerKing Internet Site. Payouts shall be made through the same route from which the funds originated with the exception of those cases where the payment solutions used by the Client do not offer redirection of payouts to the same route.

**12.6.** A three (3) percent administrative charge, with a minimum of five Euro (€) shall be applied for payout requests referring to amounts deposited with PokerKing and which have not been used at least once for playing the Games

**12.7.** PokerKing.com management reserves the right to reduce and/or remove a players pending bonus balance when a withdrawal request has been submitted before the player generated at least 2,500 Status Points from his last deposit/player to player transfer.

**12.8.** In any case, PokerKing shall not make a payment in excess of five hundred Euro (€500) out of an Account to a Player until the Player's identity, age and place of residence have been verified. All non depositing Players who have won real money and are requesting withdrawals must first verify their identity, age and place of residence before submitting their withdrawal request. This may be done through verification of the copy of the identification document provided by the Player upon registration and by requesting a copy of a utility bill in order to verify the place of residence.

**12.9.** Poker King.com does not bear any responsibility to pay, declare and/or withdraw any state or local taxes in connection with your gambling activity. Any violation of the tax legislation in Your jurisdiction is on your own risk.

**12.10.** The policy and criteria for a User to effect a cashout from his/her User account can be found in our Cashout Policy. PokerKing reserves the right to use additional eligibility criteria to determine the cashout options Users may be offered at any given time.

## **13. GAME CANCELLATION**

**13.1.** PokerKing reserves the right to cancel any of the Games, whether before their start or during the continuance of such Game(s).

**13.2.** If a Game is cancelled before the actual start of that Game is officially announced on the PokerKing Internet Site, the Player's buy-in and entry fee will be refunded to the Player's Account and the Player will be returned to his former status.

**13.3.** If a Game is cancelled after the starting time of that Game but before the outcome is decided, (e.g. due to a technical failure or due to any other foreseen/unforeseen circumstances), whether or not within the control of PokerKing, the Player's bet will be refunded to the Account and the Account will be returned to its former status.

## **14. THIRD PARTY CONTENT**

**14.1.** The broadcast of abusive or offensive language on Our chat boards, or on the Platforms or with Group staff will not be tolerated. In addition, You are prohibited from the distribution of untrue and/or malicious and/or damaging comments with regard to the Group's operation in any media or forum.

**14.2.** 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 We consider in breach of the terms of these Agreements.

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

## **15. FRAUDULENT ACTIVITIES, PROHIBITED TRANSACTIONS AND FAILED DEPOSITS**

**15. 1.** We have a zero tolerance policy towards inappropriate play and fraudulent activity. This includes, but is not limited to; game manipulation or payment fraud, or manipulation of the multi-currency facilities, fraudulent payment, including use of stolen credit cards, or any other fraudulent activity (i.e. chargeback or other reversal of a payment) or prohibited transaction (i.e. money laundering) or the failure on the part of your bank or ESP to honor Your transactions.

**15. 2.** 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 Services in any way, We reserve the right to suspend and/or close Your Account and recover bad debts using any method which is lawfully 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 the appropriate agencies.



**15.3.** We reserve the right to void and withhold any or all winnings made by any party or group and to void and withhold any Standard Player Points gained by any party or group where We have reasonable grounds to believe that said party or group is acting or has acted in collusion in an attempt to defraud or damage Us and/or the Group and/or the Services and/or the Platforms in any way. In the interests of data protection, security and the avoidance of fraud, We do not permit the use of any communication channels made available via the Services and/or the Platforms (including but not limited to dealer table chat boards) to offer or promote any offers, products and services (whether Your's or a third party's). You are expressly prohibited from posting information or contacting Our members to offer or promote any offers, products or services.

**15.4.** Chip-dumping occurs when any User intentionally loses a hand in order to deliberately transfer his chips to another User. Any User who chip-dumps or attempts to chip-dump with any other User while using the Service may be permanently banned from using the Service and their account may be terminated immediately. In such circumstances PokerKing will be under no obligation to refund to you any monies that may be in your PokerKing account at such time.

## **16. ERRORS**

**16.1.** In the event of an 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'), You are required to inform Us immediately upon discovery of the Error.

**16.2.** In the event of an Error, We will endeavor to return all directly affected parties to 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 insufficient funds are present in Your Account, We may demand that You pay Us the relevant outstanding amount relating to these bets or wagers.

**16.3.** 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 18 (Forfeiture & Account Closure) of these Terms and Conditions.

## **17. 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 and/or the registration data provided by You (a 'Security Review'), in order to verify Your use of the Services. This may include, but is not limited to, Your compliance with these Agreements and the policies of the Group and Your financial transactions carried out via the Services for potential breach of these Agreements and any applicable laws.

You authorize Us and Our agents to make any relevant inquiries of You and for Us to use and disclose information to any third party whom We consider necessary in order to validate the information You provide to Us in accordance with these Agreements, i.e. 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, at Our unrestricted discretion, may request.

## **18. FORFEITURE & ACCOUNT CLOSURE**

**18.1.** We reserve the right, at our unrestricted discretion and in relation to your account, any related esp (as that term is defined at clause 8) account, any accounts you may have with other sites and/or casinos and/or services owned or operated by or on our behalf or the group and, in the case of your use of the gaming services, any services 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, bonuses and winnings if:

**18.1.1.** You are in breach of any of these Agreements;

**18.1.2.** We become aware that You have used or attempted to use the Services 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);

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

**18.1.4.** You have 'charged back' or denied any of the purchases or deposits that You made to Your Account; or

**18.1.5.** You become bankrupt or equivalent proceedings occur anywhere in the world.

**18.1.6.** It is proven by the relevant courts with a verdict, entered into legal force that You violate the international or local money laundering provisions.

## **19. TERMINATION**

**19.1.** The closure of Your Account and termination of these Agreements can be effected at any time by providing us with notification seven (7) days prior to the date on which you wish to conclude these Agreements and by withdrawing the entire balance from Your Account. Notification must take place either via (dated) postal mail, email or by telephoning Us directly using the details provided in the 'Contact Us' section. We will endeavor to respond immediately to all Account closure notifications. You remain responsible for all activity on Your Account until the closure of Your Account is concluded.

**19.2.** We encourage and support Responsible Gaming. If You would like Us to close Your Account to ensure that our Responsible Gaming policies are upheld, please email us at support@pokerking.com and We will endeavor to close Your Account as soon as reasonably possible.

**19.3** Without limitation to Section 17, We are entitled to terminate these Agreements with seven (7) days notice which will be sent via email to the address You have provided to Us. In the event of termination by Us, other than where termination is related to the terms set down

in Section 19, we shall, within a reasonable time period, refund the balance of Your Account.

In the event of termination related to the terms set down in Section 17, any payouts, bonuses and winnings in Your Account are non-refundable and will be deemed forfeit.

**19.4.** 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.

**19.5.** The following Sections of these Terms and Conditions shall survive any termination of these Agreements by either party: 17, 20, 21, 22, 24, 25, 26, 27 and 29, along with any other Sections which are required for the purposes of interpretation..

## **20. COMPENSATION**

You agree that you will only use the Services 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 arising from any breach by You of these Agreements.

## **21. SELF-EXCLUSION**

**21.1.** If You have elected to use any of the self-exclusion tools in connection with any of the Platforms provided by any Group company (as available), You acknowledge and agree that You are not permitted to create or use an Account with any other Group company ('Additional Group Account') during the self-exclusion period You have selected.

**21.2.** In the event of a breach, by You, of Section 20.1, 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.

**21.3.** For the avoidance of doubt, in the event of a breach by You of Section 20.1, 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 self-exclusion period You have selected.

## **22. LIMITATIONS AND EXCLUSIONS**

**22.1.** Your access to the platforms, download of any software relating to the services from the platforms and use of the services is at your sole option, discretion and risk. we shall not be liable for any malfunctions relating to the services made available via the platforms, any errors as described in section 17, bugs or viruses resulting in lost data or any other damage to your computer equipment, mobile phone or mobile device, or software. Furthermore, we shall not be liable for any attempts by you to use the services by methods, means or ways not intended by us. we are not required to provide redundant or backup networks and/or systems.

**22.2.** We provide the services 'as is' and with all reasonable due diligence, as described in the agreements. we do not make any other promises or warranties about the services.

**22.3.** Our maximum liability to you or any third party arising out of these agreements or your

use of the services or any software relating to the services made available via 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 service relevant to which the liability in question has arisen.

**22.4.** The group (including its officers, directors, agents and employees) will not be liable to you in contract, tort (including negligence) or otherwise for any business 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 services.

**22.5.** Nothing in these agreements may be interpreted to exclude any liability we may have in respect of either fraud, or death, or personal injury caused by our negligence.

## **23. NOTICES/COMPLAINTS**

If You have any complaints, claims or disputes with regard to any outcome regarding the Services or any other activity, You must submit Your complaint to Us in writing as soon as is reasonably possible following the date of the original event to which the claim or dispute refers.

Complaints may be submitted via email to: [info@pokerking.com](mailto:info@pokerking.com).

Any notice We give to You (unless otherwise specified in these Agreements) will be sent via email to the address that You provide when You registered Your Account. It is Your sole responsibility to give Us notice of any changes to your email address through use of the 'Change Email' facility on Our Platforms and to regularly check Your email account for emails from Us.

## **24. DATA PROTECTION**

**24.1.** In certain situations, it may be necessary to share Your personal data with any of Our agents. These agents may only use this data for the purposes as specified and within the terms of these Agreements. All personal data shall be handled in accordance with the Privacy Policy.

**24.2.** You should assume that all use of Our website, and emails, SMS and telephone calls between You and Us will be recorded. These recordings remain Our property and may be used to improve customer services or as evidence in the event of any dispute and/or in court proceeding in which Poker King.com is obliged to disclose this information

## **25. GOVERNING LAW**

These Agreements shall be governed by and interpreted in accordance with the laws of The Netherlands Antilles. You irrevocably agree to submit to the exclusive jurisdiction of the courts of Curacao in The Netherlands Antilles for the settlement of any dispute 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.

## **26. ASSIGNMENT**

We reserve the right to transfer, assign, sublicense or pledge these Agreements, in whole or in part, to any party (without Your consent) without notice, 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.

## **27. THIRD PARTY RIGHTS**

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

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

## **28. TERM AND CANCELLATION**

**28.1.** This Agreement is effective immediately after clicking on « I agree » and remains valid until it is cancelled in accordance to the conditions stated herein.

**28.2.** You can cancel this Agreement at any time as provided in clauses under the condition that you have no outstanding amounts with PokerKing, for any reason. The cancellation of this Agreement becomes effective only after you have received a notification in writing from PokerKing confirming the cancellation. From the moment when this Agreement becomes invalid, you will no longer be authorized to use the service and the Software and to play the Games, and you are under the obligation to erase the Software from your computer and to destroy all documentation, related to the service or to the Software, under your possession, in your power or under your control.

**28.3.** PokerKing is entitled to terminate this Agreement immediately on notice (or attempted notice) to the Client at the E-mail address that was provided to the Company.

**28.4.** Immediately following the cancellation of this Agreement, by either party, PokerKing is bound to reimburse the integral amount indicated in the Client's Account, only after the deduction of amounts owed to PokerKing, if any. Where PokerKing has terminated an Account as a result of a failed security review, any remaining balances in the Account are non-refundable and deemed to have been forfeited.

**28.5.** The cancellation of this Agreement shall not be the cause of prejudice to any other right or engagement of either party with regards to any violation stated herein or any other violation.

**28.6.** All existing obligations between the parties to this Agreement will be null and void after the cancellation of this Agreement, and for whatever reason, except if provided otherwise, under the reserved rights and obligations accepted prior to the cancellation.

## **29. ENTIRE AGREEMENT, MODIFICATION AND AMENDMENTS**

You fully understand and agree to be bound by these Agreements and as modified and/or amended by Us. We may amend these Agreements at any time either by emailing or SMS messaging You notification of the new terms and/or by publishing the modified Agreement(s) on the relevant page of the Platforms or any location through which You access the Services. Any such modification will take effect within thirty (30) days of publication. If any modification is unacceptable to You, You may terminate these Agreements as set down in Section 18. Your continued use of the Services following notification and/or once the modification has been implemented will be deemed acceptance of the modification.

It is Your sole responsibility to review these Agreements and any amendments each time You access the Services. Any modified Agreements (and the documents referred to therein) represent the complete and final agreement between You and Us and supersede any and all prior Agreements between You and Us.

## **30. GAMING SERVICES**

**30.1.** The following terms apply only to Your use of the Gaming Services. Please note that in the event of any conflict between this Section 30 and the remaining Sections of these Terms Of Service, the remaining Sections of these Terms Of Service shall prevail.

### **30.2.** Play Money and Real Money Games

By registering for the Gaming Services You will be able to access (through the Software (as defined below)) both 'play money' games and tournaments ('Play Money Games' or 'Play for Free Games' respectively) and 'real money' games and tournaments ('Real Money Games' or 'Play for Real Money Games' respectively), via the Gaming Services. No purchase is necessary or required to play the Play Money Games, excepting those You may incur in order to access the Gaming Services (i.e. Internet service fees or telecommunications charges), and You may play the Play Money Games without betting money. We reserve the right to suspend, modify, remove and/or add any Gaming Service at Our sole discretion with immediate effect and without notice and PokerKing.com will not be liable for any such action.

### **30.3.** Rules and Procedures of the Gaming Services

You must use the Gaming Services in accordance with the rules set out in the Game Rules section and follow any procedures relevant to the Gaming Service You are using, as specifically set out in the Games section of the PokerKing.com website. This includes, but is not limited to; the Promotions section, Tournaments section, Game Instructions & Rules section, the Tell a Friend section, How to Play, Table Stakes, Tournaments, Tournament Rules, Poker Etiquette section and any other page that specifically relates to and governs any particular event, game or tournament ('Rules').

#### **30.4. Anti-Cheating Policy**

We are committed to preventing the use of unfair practices in connection with the Gaming Services, as set down in Section 7.2. 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, which may include reading the list of currently running programs on a player's computer, in order to detect and prevent the use of such programs and AI Software and You agree not to use any AI Software and/or any such programs.

#### **30.5. Software**

You may install and use the software We make available from the Platforms used to provide the Gaming Services (the 'Software') on a hard disk or other storage device. You may also make backup copies of the Software, provided that the use and backup copying is for Your own personal use in relation to the Gaming Services and in accordance with these Agreements. You agree that any installation and use of the Software is made through a computer or other device of which You are the primary user. The Software's structure, organization 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 for use in accordance with these Agreements. Unless expressly permitted by law, You are strictly prohibited from, and agree that You will not: 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 transferred or exported into any country or used in any manner prohibited by any applicable laws, restrictions or regulations.

#### **30.6. 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 Service 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 may have breached the terms and conditions of a 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 multiple Accounts (please see Section 4), We may require that You only have one Account on the Shared Game/Table Platform.

#### **30.7. Play Money and Real Money Account Funding**

'Play Money' funds have no value, except in Our Services, and are kept separate from 'Real Money' funds. They are not transferable to a 'Real Money' account nor are they redeemable

for any currency. We do not promise to accurately record the number of Play Money chips held by You and Your Play Money chips may be lost at any time. Furthermore, We reserve the right to set a maximum chip limit for use on Play Money Accounts.

### **30.8. 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 Services. 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 Services, the activity resulting therefrom and the circumstances in which such activity occurred.

## **31. MEMBERSHIP OF OUR VIP PROGRAMME**

We may offer, withdraw, revoke and/or amend the terms of any membership of Our VIP program at any time. For the avoidance of doubt, membership of Our VIP program is at Our sole discretion and Your status as a member of Our VIP program may be altered by Us at any time.

## **32. VOUCHERS**

Vouchers are not legal tender, credit cards, account cards, debit cards or securities. All vouchers remain the property of King Enterprises N.V. This Voucher is not reloadable. This means that additional funds cannot be added onto the voucher. This Voucher is redeemable only at [www.PokerKing.com](http://www.PokerKing.com) and associated merchants. It cannot be redeemed for cash or replaced if this card is lost, stolen, altered or destroyed. [www.PokerKing.com](http://www.PokerKing.com) is not responsible for the unauthorized use of this card.

Limit One Voucher Per Account/Name/Household. Not Valid with any other Offer.

The use of this card is subject to compliance with all the terms and conditions listed on [www.PokerKing.com](http://www.PokerKing.com) and associates merchants websites. All Vouchers go into pending status for up to 48 hours while being processed by PokerKing Management.

PokerKing Management holds the final decision on the approval of each Voucher.

## **33. RESTRICTED COUNTRIES**

Residents of the United States and United States Territories, France and Italy are not permitted to make deposits into their accounts or engage in real-money play. Residents of other nations are not permitted to engage in real-money play while located in the United States, France and/or Italy. Any attempt to circumvent the restrictions on play by residents of the U.S. or U.S. Territories, France and Italy and by residents of other nations while located in the United States, France and Italy is a breach of this Agreement. An attempt at circumvention includes, but is not limited to, manipulating the information used by [PokerKing.com](http://PokerKing.com) to identify your location and providing [PokerKing.com](http://PokerKing.com) with false or misleading information regarding your residence.

[PokerKing.com](http://PokerKing.com) does not bear any responsibility if online gambling is forbidden in your



country or jurisdiction because this country was not mentioned in this section due to any reason whatsoever.

## **34. MISCELLANEOUS**

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

**34.2.** 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 PRINT THESE TERMS AND CONDITIONS AND STORE THEM FOR YOUR FUTURE REFERENCE. IN ADDITION, WE SUGGEST THAT YOU PRINT AND STORE ALL TRANSACTION RECEIPTS AND GAME RULES AS APPLICABLE TO YOUR ACTIVITIES.