

# Terms and Conditions

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*This is version 2.1 of the Cozmo.bet Terms and Conditions effective 30 March 2016.*

## 1. General clauses

**1.1** The following sections explain the terms which govern the general use of the services found at Cozmo.bet (the "Websites"). For specific game rules please refer to the relevant "Rules" sections on each of the Websites.

**1.2** Cozmobet LP (hereinafter [www.cozmobet.com](http://www.cozmobet.com)) is a company operating [www.cozmobet.com](http://www.cozmobet.com). Services are provided to card holder by Cozmobet LP located at Suite 1 4 Queen Street, Edinburgh, Scotland, EH2 1JE. In the event of any inquiries and complaints, please direct them to Cozmobet N.V. is incorporated under the laws of Curacao, Netherlands Antilles and operators its regulated activities in terms of License No: 8048/JAZ2017-070. On 03/20/2018 Cozmobet N.V. and Cozmobet LP, a limited partnership incorporated under the laws of Scotland entered into a partnership agreement where the Parties agreed that Cozmobet LP would act as an agent of Cozmobet N.V. to promote products and services offered by Cozmobet N.V. Cozmobet LP is fully liable for any acts of their employees, agents or affiliated entities. Cozmobet LP in these Terms and Conditions is referred to as "Cozmobet", "[www.cozmobet.com](http://www.cozmobet.com)",

“We”, “Us”, “Our”, “Management”, “Site” or “Company” that you enter contract with. The Player and registered Account Holder shall be referred to as “You”, “Yours”, “Customer” or “The Player”.

**1.3** From time to time, certain provisions of these T&Cs may change and will be updated accordingly. A new T&Cs version shall come into force at the time of its publication on our Websites. If you continue playing, this shall be deemed as acceptance by you of the new T&Cs. If you do not agree with the new T&Cs, then you should stop using our services.

**1.4** You acknowledge that we provide an entertainment service to you and our liability is limited to the value of the balance on your account.

**1.5** By registering the user agrees on receiving important notifications and additional information by e-mail (including newsletters, bonuses and promotions). The user can unsubscribe at any moment from his account settings page.

Please download or print a copy of these T&Cs for reference. Should you have any queries, please contact customer service.

## **2. Opening an account**

**2.1** You are responsible for ensuring that it is legal to participate in online gambling from within your country of residence.

**2.2** We shall not allow registrations from the following countries ("Excluded Territories"): Russia, USA, United Kingdom, Israel, Mohawk Territory of Kahnawake, North Korea, France, Curacao, and Nederland. Technical, payment and registration verifications will be applied to enforce these exclusions. The amendment emphasizes that persons located in a prohibited jurisdiction are not permitted to use the software and that any attempt to circumvent this restriction (for example – by using a VPN or proxy) is a breach of the EULA (END-USER LICENSE AGREEMENT) which may lead to the freezing of such person's funds.

**2.3** Gambling under the age of majority is illegal and opening an account with us is prohibited if you are a minor. We carry out routine identity checks for the purpose of age verification. Anyone under the age of majority in their country of residence found to be using the Websites will have their account locked, winnings forfeited and balance withheld.

**2.4** You can register only one player account which can be used on all our products. Should we find that you have opened multiple or linked accounts, all but one will be closed. We will investigate the reason for the opening of the extra accounts before

deciding how to treat any funds accumulated with us – funds deposited in breach of these T&Cs may be forfeited.

**2.5** After registering an account the player has to complete the verification procedure. The player needs to send a scanned copy or a color digital photo of the official document that confirms identity. Such documents could be:

- National ID card;
- Passport;
- Driving license.

Detailed information on the verification can be found in the section of Settings - Account Verification.

**2.6** It is your responsibility to inform us of any changes to your personal or financial details, at registration and thereafter, which may have effect on the use of your player account, such as the change of address, bank or e-wallet account. The responsibility of notifying us lies personally on you. It is vital that you provide us with a valid email address as we will use this during the registration process.

**2.7** Any intentional misinformation provided at various stages may be considered a breach of these T&Cs.

**2.8** We have the right to refuse to open a player's account at our sole discretion, but we shall honour contractual obligations already made.

**2.9** We have the right to set limits on a player's deposit and/or withdrawal amounts in accordance with our own internal event risk management policies.

**2.10** We have the right to close a player's account at our sole discretion. We can also block player's access to any of website's services. In case the player's account needs to be blocked player's account balance is subject to withdrawal to the player's personal account in a payment system, that has been agreed upon by both sides.

**2.11** Players are not allowed to register accounts with obscene , indecent or offensive names or alias, any such accounts will be blocked as soon as they are identified.

## **3. Accessing your account**

**3.1** When registering the player will be given a unique account number. The player can enter his own personal password using letters and numbers for additional security.

**3.2** You need your account number and password to access the Websites and make use of our services. It is your responsibility to maintain the secrecy of your account

data.

**3.3** You are recommended to store your details safely or memorize them. We shall not be responsible for the unauthorized use of accounts or any losses that may result from such use.

**3.4** Should you have forgotten your password, you can reset it by using the password recovery tool on the Websites. Should you have forgotten both your account number and password, please contact customer service for further assistance.

**3.5** You may log in only once at a point in time – multiple betting sessions will not be supported by our system; logging in again will close the previous session after asking the player to confirm their intention.

## **4. Deposit and withdrawal policy**

**4.1** In order to gain full access to our products and services, you must deposit funds into your account. We do not offer credit on your account, nor do we pay interest on your deposit.

**4.2** Funds deposited with us must be your own money and obtained legally. Suspicious funds transfers may be reported to the relevant authorities for investigation.

**4.3** The currency of your account can be selected during the registration, becoming the currency for all your account transactions. Please contact support if you need to change it. The currencies supported include USD, EUR, RUB.

**4.4** All betting services display your account number, your available balance and currency. Exchange rate conversions will be applied at the prevailing rate notified by the European Central Bank or the central bank of the currency issuing country.

**4.5** You may fund your account by using any of the deposit methods available to you on the Website, including credit and debit cards, e-wallets and vouchers.

**4.6** Deposits are processed subject to each method's individual rates, security constraints and timing (explained in the depositing screen accessible when you log in to your account).

**4.7** The minimum deposit amount is 1 unit of currency or subject to limits imposed by the payment service provider, whichever is greater

**4.8** When using a payment method, you must ensure that it is registered in your name. We shall assume no liability to any third party whose means of payment you may have used.

**4.9** We have the right to correct any apparent discrepancies and errors that may have been made in the funding of your account.

**4.10** When you deposit through *Skrill*, please note that your registered email must match the one appearing on your e-wallet account. Otherwise, your player account will become locked until you contact customer service and verify your identity.

**4.11** You may withdraw funds from your account by using any of the withdrawal methods available to you on the Website in the Withdrawal section.

**4.12** Requests for withdrawal are subject to minimum sums and currency limitations, presently being: 5 EUR, 5 USD and 100 RUB for all other methods. For certain payment methods the minimum deposit amount may be different.

**4.13** Withdrawal requests may be pended during security checks. We may request you to furnish additional identification documents should the previously submitted documents be insufficient. Such documents may include: a photocopy of passport, a digital photo of you holding the passport, utility bills and so forth.

**4.14** If your account was funded using a payment method different from one requested for a withdrawal, we have the right to refuse such a withdrawal request in favour of the original payment method.

**4.15** If you request withdrawal to an e-wallet account not previously used for deposits, we have the right to refuse such a withdrawal in favour of the previously used e-wallet account.

**4.16** If you deposit with one of the payin-only systems such as Liqpay, Qiwi (except RUB) and so forth, you are to use your entire deposit amount for betting before you request a withdrawal. Otherwise, we have the right to refuse such a withdrawal.

**4.17** If you deposit with *Paysafecard*, we may request copies of vouchers or other confirming the legitimacy of the funds before processing your withdrawal.

**4.18** During the withdrawal process we retain the right to withhold a commission of 5% from the sum of the deposits, if the gaming activity on the account is absent or acknowledged to be lacking.

**4.19** Should you fund your account using a one-way method that does not support payouts, we shall reserve the right to withdraw to your wallet account using the recommended payment service provider (*Skrill*). We also reserve the right to check if your wallet account is registered in the same name as your player account. In the case of the foregoing being different, your player account will be locked and its balance withheld.

**4.20** Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction. Cardholder's responsibility to know the laws concerning online gambling in his or her country of domicile. Participation of minors in offered on this website activities is prohibited.

## **5. Refund and withdrawal policy**

**5.1** You may close your account at any time by sending to us a written request via email. Before closing the account, all funds available on it will be paid out in accordance with our Terms no later than 72 hours.

## **6. Other account actions**

**6.1** You can set your account's deposit and wagering limits if you wish to have better control over your own spending. The same procedure can be used to 'self-exclude' yourself from betting on our Website for a set time. See our Responsible Gambling Policy.

## **7. AML Policy**

**7.1** We have a strict policy against money laundering. Any criminal or rule violating activity ("Fraud") is prohibited and may lead to the player account being closed and the funds in it forfeited.

**7.2** Fraud shall include, without limitation: paying with stolen bank cards or vouchers, using compromised e-wallet access, any kind of player collusion, provision of false registration data, document forgery.

**7.3** We shall reserve the right to make verifications as to the origin of the funds in your player account.

**7.4** We will use technical and human resources to track any suspicious activities by the following means:

- Applying the payment constraints described in the "Deposit and withdrawal policy" section;
- Monitoring player transactions exceeding 10,000 USD during a 24-hour period;
- Monitoring the opening of linked player accounts;
- Keeping an audit trail of changes effected on player accounts.

**7.5** We may decide to lock your account whenever we have reason to suspect that it has involvement with Fraud. Until our investigations are complete and the Fraud case is cleared, we may continue to freeze the account.

**7.6 Disclaimer.** We may report any cases of Fraud to the Regulator or other appropriate law enforcement agencies. On doing so, we will allow them to inspect player account data for the purpose of further investigation and final ruling.

**7.7** The account must be registered personally for yourself and shall not be transferable or shared. If you transfer the account to another person, you violate the terms which will lead to your player account being locked and its balance withheld.

**7.8** We reserve the right to verify user's playing activity. The standard time for this verification is 1 to 2 working days. During the period of verification processing payments from this account will be suspended.

## **8. Privacy policy**

**8.1** We aim our best to ensure that at all times personal data is:

- obtained only for a specific and lawful purpose;
- adequate, relevant and not excessive to its purpose;
- processed fairly and lawfully;
- accurate and updated;
- kept in a secure manner;
- not kept longer than is necessary for its purpose (subject to regulatory controls).

**8.2** We may disclose personal data:

- when such information is requested by the Regulator;
- when ordered to do so under legal provisions contained in the Governing Law;
- when an account comes under a fraud case investigation either by ourselves or our business associates.

**8.3** We do not store your bank card details and we do not sell personal data. We may process personal data for customer relationship management such as email messages featuring news and offers unless you opt out of receiving such materials.

**8.4** We apply encrypted communications whenever personal data is transferred over the Internet. Access to all sensitive data that is stored by our system is strictly controlled through technical and operational controls.

**8.5** Our customer database uses state-of-the-art cryptographic hash functions for storing player account passwords. This measure secures your account access against

any possible outsider or insider attacks.

**8.6** Our Websites work by using HTTP cookies for the following purposes:

- to maintain a user session necessary to authenticate you on our servers and to accept the instructions pertaining to your account;
- to identify your preferred language and use this in the delivery of web content that you request;
- to analyze site traffic in order to work out trends and further improvements.

## **9. Using the gaming software**

**9.1** You accept that our products and services are provided to you "as is" with any faults or failings, and any representation, warranty, condition or guarantee whatsoever, express or implied, excluded to the fullest extent permitted by the Governing Law.

**9.2** By participating in our online games you recognize and accept the limits inherent to any connection over the Internet, and limitations of used hardware, particularly:

- longer response times and interruption risks over remote channels;
- the importance and aspects of using secure connections (HTTPS);
- the risks associated with computer virus infections.

**9.3** We shall take all reasonable steps to ensure that our system enables any player whose participation in a game was interrupted by a failure of our computer system, or the telecommunications system, or the player's computer system, to resume, on the restoration of the system, his or her participation in the game as at the time immediately before the interruption took place.

**9.4** If our computer system fails to restore the game having been interrupted, we shall (a) ensure that the game is terminated; (b) refund the wager amount to the player; c) inform the Regulator of the circumstances of the incident if it occurred through the failure of our computer system. In the event of any such system failure, our liability to you shall be limited to the wager amount.

**9.5** We shall reserve the right to correct any apparent mismatches resulting from technical failures such as erroneous account transactions, and to commit any amendments necessary to reflect outside changes such as corrections to match results.

**9.6** Whilst we shall do our best to ensure the stable, secure and accurate functioning of our computer system, we shall not be liable to you for:



- any loss whatsoever arising from the use, misuse or abuse of your account or any of our products and services which are beyond our control;
- any cyber attacks or viruses affecting your computer system and impacting on your use of any of our products and services;
- the accuracy, completeness or currency of any information services such as indicative prices, fixtures, live scores, results or any statistics.

**9.7** You may not use automated game bending systems (known as 'robots') which shall be considered a form of Fraud as hereabove defined.

## **10. Complaints and disputes**

**10.1** If you have any cause to complain about anything relating to your experience with our products and services, please let us know by contacting customer service. Please be sure to include any appropriate evidence and your complaint will be dealt with as quickly as possible by our professional support operators.

## **11. Changing of terms**

**11.1** We retain the right to change/update the Terms unilaterally.

**11.2** New Terms will come into effect from the moment of publication. You may refer to the current version of Terms and Conditions on our site.

**11.3** If you continue to play on our site, we consider it to be in consent with the new version of the Terms. In any event that the player is not in agreeance with the Terms, he/she must immediately stop using our services.

**N.B.** Please note that any criminal or suspicious activity may be reported to the appropriate law enforcement agencies.