

These Terms of Service ("Terms", or "Agreement"), are a legal agreement between **Kairos Overseas N.V.**, limited liability Company duly registered and existing under the laws of Curacao, gaming license GLH-OCCHKTW079082020 as well as its related companies ("BitDice", or "we"), and you ("You" or "User"). Please, read these Terms carefully before using our website, services, and software.

1. GENERAL PROVISIONS

- 1.1. **Acceptance.** You become a party to this Agreement and subject to terms and conditions described herein by (a) completing the registration of a BitDice user account, or (b) using or accessing the website located at <https://bitdice.me> (the "Website"), or (c) accessing or playing any of the games available on the Website (the "Games"), whichever occurs earlier.
- 1.2. **Representations.** By accepting these Terms, you acknowledge and represent that:
 - (a) you have carefully read this Agreement, and
 - (b) fully understand the terms and conditions contained herein, and
 - (c) you enter into this Agreement voluntarily and intentionally, and
 - (d) you accept this Agreement unconditionally and entirely, and
 - (e) you have full legal capacity to enter into this Agreement in the country of your domicile, residence, and citizenship and meet applicable age restrictions, and
 - (f) your use of the services will comply with all applicable laws and regulations including but not limited to the laws of the country of your domicile, residence, and citizenship, and
 - (g) the information you provide to us upon registration and at all other times will be true, accurate, current, and complete.
- 1.3. **Additional Terms.** Additional terms and conditions may apply to our services. For instance, some Games may contain special license terms and conditions, which are deemed to be incorporated into this Agreement. You are legally bound by such additional terms and conditions as if they are included into this Agreement. In case of any discrepancies between these Terms and additional terms and conditions, these Terms shall prevail.
- 1.4. **Legal restrictions.** Games of chance and gambling services provided through the Internet may be illegal or may be restricted under the laws of certain jurisdictions. You understand and acknowledge that we are unable to give you any legal advice or consultation in respect to your capacity to play the Games available on the Website and use our services. BitDice does not make any representations and warranties regarding the legality of the Games available on the Website in the jurisdictions, which laws may be applicable to you. In case you are not sure about legality of the Games and our services in your jurisdiction, BitDice recommends you to seek legal advice of a professional consultant as to the risks of the acceptance of this Agreement.
- 1.5. **Age restrictions.** You may not accept this Agreement if you are (i) under the age of eighteen (18), or (ii) under the age of legal consent required for playing the Games and using our services under the laws of the country of your domicile, residence, and citizenship, whichever is higher. In any case, BitDice Games and services are not intended for persons under the age of 18. Although we does not undertake to verify the age of the Users, we reserve the right to request proof of your age at any time and suspend your Account as defined below and all transactions until your age is verified.
- 1.6. In addition to this document, the Privacy Policy, Bonus Terms and Conditions and List of Prohibited Territories apply to Your use of the Website and the Services, and You should review it prior to any use of the Website or the Services. The Privacy Policy, Bonus Terms and

Conditions are provided on the Website and form the integral part of this Terms and Conditions.

2. **BITDICE ACCOUNT**

- 2.1. **Registration.** To use our services and play the Games available on the Website, you need to sign up by providing us with certain information and data (e.g., e-mail, login, password). When you complete BitDice's registration process, you create a BitDice account (the "Account"). By Account we mean a set of data stored and owned by BitDice and uniquely associated with your login and password .the "Login Credentials").
- 2.2. **Confidentiality.** You must keep your Login Credentials secure. You are responsible for the confidentiality of your Login Credentials and for the security of your computer system confidential. You may not reveal, share or otherwise allow other persons to use your Login Credentials or change the Login Credentials in such a way to allow other persons to access or use your Account. We are not responsible for the use of your Account by a person who fraudulently used your Login Credentials without your permission. Where your Login Credentials entered correctly, all actions via your Account shall be regarded as valid, whether or not authorized by you.
- 2.3. **Personal Use.** Your account, including any information pertaining to it, is strictly personal and shall not be used for any professional or commercial purposes. You may not sell, exchange, rent, donate, share, or otherwise transfer your account or Login Credentials to any third party. You shall not use shared email address for creating an Account. In case of default, we reserve the right to block and terminate your Account and withhold all funds available on such Account.
- 2.4. **Multiple Accounts.** You are allowed to register only one Account. Registering and operating multiple Accounts (more than one) is strictly prohibited. The Company reserves the right to qualify the account(s) registered on anyone from Your family, household, relative, friend or otherwise connected person to be Your another Account and, thus, decide that You have multiple Accounts. In case of multiple Accounting, We reserve the right to immediately block and terminate all such Accounts and confiscate all monetary funds available on such Accounts.
- 2.5. **VPN.** Using VPN to bypass a provider's block is strictly prohibited and may lead to account deactivation and confiscation of funds on player's account
- 2.6. **Verification.** BitDice may verify and/or engage third parties to any information and data provided by you to us at any time after the completion of the registration process by requesting supporting documents confirming such information and data. The list and form of the supporting documents shall be defined solely at our own discretion and is subject to changes and updates from time to time. By providing us with any information or documents, you give us an explicit consent to transfer such information and documents to the third parties for the purpose of verification. Whereas procedure of internal security checks constitutes information of confidential nature, we do not undertake to give you feedback or explanation in the event we suspect that the supporting documents are invalid, false or faked.
- 2.7. **Funds.** BitDice does not offer and provide any kind of financial services. You may not transfer funds between Accounts as well as assign the rights pertained to your Account to any other Users and third parties. You do not earn interest on the balance credited to your Account.
- 2.8. **Inactive Accounts.** We reserve the right to suspend and terminate inactive Accounts without a preliminary notice. Any funds available on inactive Accounts may be withheld without a further obligation to refund. Account is deemed to be inactive, if
 - a) you do not log in to the Account for a consecutive period of 12 (twelve) months, or
 - b) no deposit has been made for a consecutive period of 6 (six) months after registering the Account.
- 2.9. **Termination.** In order to close and delete your Account you ought to send us a written request

to contact@bitdice.me. We reserve the right, at our own discretion, to query some additional information to handle your request and suspend or refuse deletion.

We reserve the right to suspend or terminate your Account at any time, at our own discretion, without providing cause or explanation. We will notify you if this happens and refund you all funds available on your Account at the time of termination.

3. BITDICE SERVICES

3.1. Our Obligations. BitDice gives you and other Users the personal right to use the Website, Games and our services. We will host and provide access to the Website, Games and respective services in accordance with this Agreement, applicable laws and regulations and the terms of our gaming license. BitDice will pay out your winnings, monetary funds and other assets duly and legally deposited on your Account provided that you: (i) comply with the terms and conditions of this Agreement, applicable laws and regulations, (ii) play the Games and use our services fairly and in good faith, (iii) have completed verification and KYC Procedures.

3.2. Deposits and Withdrawals. BitDice may determine deposit and withdrawal policy (the "Policy") and, at its sole discretion, amend such policy from time to time. As a part of the Policy BitDice may determine (i) wagering requirement, i.e. the amount of monetary funds, other assets or number of bets required before you may apply for withdrawal of funds from your Account, (ii) period of payouts and installments, (iii) amounts and limits including maximum winning limits, (iv) payment methods and currencies. We may establish different Policy and wagering requirement for different Games and services available on the Website.

3.2.1. Withdrawal Limits are set to USD 5000 per week / USD 10000 per month.

If the withdraw is made in the currency other than USD, the withdraw amount limit for that currency shall be calculated using coinmarketcap.com exchange rate valid for the moment of withdraw.

3.2.2. When User makes request for withdrawal which is equivalent to USD 10,000 or more, we reserve the right to made a payout in USDT. The USDT amount is calculated at the rate which was valid for the moment when the initial withdraw request was made.

3.3. Maximum Wining Limit. Unless lesser amount is established in the Policy according to Clause 3.2, in no event the maximum winning limit, i.e. the maximum amount that we shall be obliged to pay in respect of any single bet or spin, shall exceed €100 000 (one hundred thousand Euro). The maximum winning limit does not cover jackpot winnings. You understand and accept that we reserve the right to cut the amount above the maximum winning limit from your Account and pay out only the maximum winning limit.

3.4. No deposit winnings. The maximum amount of winnings for players who have not made a single deposit is \$500. The player's balance over \$500 received as a result of bets made by the player before the first deposit has been made, is considered void and is subject to zeroing.

3.5. Promotions. BitDice may announce free spins, bonuses, special offers and other promotions for all or certain categories of Users. Such promotions may be subject to special terms and conditions including wagering requirements and limitations. We reserve the right to revoke promotions at any time in our sole discretion. You shall not abuse or take unfair advantage of the bonuses and promotions offered by BitDice.

3.6. Data Protection. Regarding personally identifiable information provided by you to us, BitDice will comply with data protection laws and regulations applicable to commercial operation of BitDice.

3.7. No Mediation. We do not undertake to investigate or settle any disputes arising between Users. We may consider complaints made by one User against any other User and take appropriate

measures, however, we do not undertake to do so.

- 3.8. Discrepancies. You acknowledge and agree that the Website, Games, and our services may apply the random number generator to determine the outcome of the Games and randomly generated events. In the event the result shown on the Website conflicts with the result shown on our server, the result shown on our server shall in all circumstances prevail. You accept that our records are impartial and shall be the sole and final source in determining the terms of your use of our Services and you must not dispute our decisions regarding such matters.

4. RESTRICTIONS

- 4.1. Limited Rights. You shall not play the Games available on the Website and use our services and in any way or form not expressly permitted by this Agreement. In particular, you must not:
- (a) copy, reproduce, distribute, modify, reverse engineer, decompile, create derivative works of the Games, Website or any parts or elements thereof or attempt to do so,
 - (b) remove any notices or labels from the Games, Website or any parts or elements thereof. You may not reverse engineer the Games, Website or extract the source code or data from the Games, Website or attempt to do so,
 - (c) cheat or utilize any unauthorized robot, spider, or other program in connection with any online features of the Games, Website or any parts or elements thereof.
- 4.2. Technological Measures. The Website and Games may be protected by technological measures designed to prevent or restrict actions not authorized by this Agreement and the terms and conditions established by respective software developers and copyright owners. You must not attempt to, assist in, authorize, or encourage others to circumvent, disable, or defeat any technological measures.

BitDice reserves the right to employ technological measures to identify breaches of this Agreement also in the following circumstances:

- (d) persons connected with you may directly or indirectly influence the outcome of the game, to obtain an unlawful advantage,
 - (e) systematic group wagering,
 - (f) the outcome of the Game or the event has been directly or indirectly affected by criminal or suspicious activity,
 - (g) winnings due to the faulty software, by way of example but not limited to bugs, faulty codes, loopholes and back doors,
 - (h) your use of artificial intelligence, machine learning technologies, automated scripts, tools or robots designed to assist in playing the Games, betting and using our services,
 - (i) any other violations of this Agreement and applicable laws and regulations.
- 4.3. Illegal Activities. You shall not use our services for unlawful purposes and illegal activities. In particular, you represent and undertake that:
- (j) the monetary funds and other assets transferred by you to BitDice, its partners and third parties engaged by BitDice are not illegal and that you will not use our services for money laundering,
 - (k) you will not play the Games and use our services for any other purpose than entertainment, for instance, for conversion, transfer or exchange of money and virtual assets (e.g., as a crypto-currency mixer),
 - (l) by playing real money games, you accept that the winnings due to the faulty software, by way of

example but not limited to: bugs, faulty codes, loopholes and back doors, will not be paid, with the possible closure of the Account,

(m) you will play the Games and use our services in a good faith manner. In particular, you shall not commit any actions prohibited by Clause 3.2 above.

4.4. Territorial Restrictions. BitDice may determine and update from time to time the list of the countries and territories, where use of all or certain Games or services is prohibited. We also do not provide our services to Users located on territories and countries, which require the local official permission for providing gaming or gambling services, unless we obtain the respective local permission. Without limitation of the scope of Clause 1.4 above, you are not allowed to play the respective Games and use our services from any of the prohibited territories. You shall not use technologies designed to circumvent the territorial restrictions.

By agreeing the present Terms of Service, customer understands that playing from restricted jurisdiction is h/is/er responsibility and bypassing the embedded in site technologies to identify customer's country is done on h/is/er own responsibility. Any winnings/losses and/or account balance for the account from restricted jurisdictions would be seized, and accounts immediately closed when identified. Any request would be reviewed based on the present ToS and official list of restricted countries.

5.1. We reserve the right to employ know your customer procedures and measures (the "KYC Procedures") to verify the User, mitigate the risks of money laundering and terrorism financing, examine the legality of source of funds used by you in connection with the Games available on the Website and our services. You shall fulfill requests of the Company regarding KYC Procedures in due and timely manner.

5.2. During the KYC procedure it is mandatory for the User to provide Casino with their Proof of Identity, Proof of Address and documents showing the legitimacy of the source of the funds used to make deposit(s).

The list and the form of additional KYC Procedures shall be defined solely at our own discretion. This list of additional documents and procedures will be sent to the User before starting the KYC procedure. We may determine the scope of the KYC Procedures taking into consideration, amongst other factors, the following:

- (a) User location, citizenship, or residence with regards to approaches and recommendations established by FATF and other anti-money laundering organizations and associations,
- (b) use of suspicious or high-risk assets and payment methods for deposit and withdrawal transactions,
- (c) frequency, nature and value of deposit and withdrawal transactions,
- (d) your gaming activity profile,
- (e) breaches of this Agreement, game rules or instructions,
- (f) other factors, which by its nature, can present a higher risk of money laundering, terrorism financing or possible breach of this Agreement.

5.3. You shall provide BitDice with any information and any documentation as requested by us during the KYC Procedures within the time limits indicated in the relevant requests. We may record and keep all written and oral communications with you during the KYC Procedures for the term of this Agreement and five (5) years after termination thereof. You acknowledge and understand that such information and documentation may be transferred to third parties for verification purposes.

5.4. In accordance with the law on reporting unusual transactions specified by Article 13 of the National Ordinance on Reporting Unusual Transactions and Indicators for recognising the unusual transactions specified by the Article 10 of the National Ordinance on reporting unusual transactions, we have to report all winnings over 10,000 USD for a mandatory KYC (Know Your Customer) and CDD (Customer Due Diligence) procedure to the Gaming Authority Board.

Please be advised that in order to complete mandatory CDD (Customer Due Diligence) it is obligatory for the User to provide us with a source of income in order to prove the legal nature of the deposited funds.

In the event our requests for documents are not duly completed by the User within 14 days, we reserve the right to block and terminate the Account and confiscate any funds that are present therein.

5.5. If you do not comply with the KYC Procedures initiated by BitDice or do not assist us in good faith in order to complete the KYC Procedures, we may consider this as a material breach of this Agreement. If we believe that you are in material breach, we may, at our own discretion, suspend, block or terminate your Account and confiscate all monetary funds and other assets pertaining to your Account.

6. INTELLECTUAL PROPERTY

6.1. Ownership. BitDice services including the Website and Games, their graphics, computer code, user interface, mechanics, audio, video, text, layout, databases, trademarks, data and all other content, and all legal and exploitation rights regarding them are either owned by BitDice or we license them from third parties.

6.2. All Rights Reserved. All title, ownership rights and intellectual property rights in and to the Website, Games and our services and any and all copies thereof, are owned by BitDice and/or its or our licensors. All rights are reserved, except as expressly stated herein. The Website and Games are protected by copyright laws, international copyright treaties and conventions and other laws. The Website, Games and our services contain certain licensed materials and BitDice's as well as its licensors may protect their rights in the event of any violation of this Agreement or intellectual property laws.

6.1. BitDice' Representations and Warranties. BitDice represents and warrants that it has the legal capacity to enter into this Agreement and grant you the rights to use the Website and its functionality as stated herein.

6.2. No other Representations and Warranties. The Website, our services and Games available on the Website as well as any elements thereof are provided on an "as is" basis. BitDice disclaims and does not provide any express, implied, or statutory warranties or guarantees, except as expressly set forth in this Section 6, including warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement on third-party rights, and warranties arising out of the course of transactions, usage, or practice. BitDice does not warrant that the operation of the Website, Games and elements thereof will be uninterrupted or remain free from errors, bugs, hacking, interference, or losses.

6.3. Your Representations and Warranties. Without limitation of any other representations and warranties stipulated in this Agreement, you represent, warrant and agree that:

(a) Any and all information and data including payment details provided by you to BitDice is true, complete and up-to-date. You are solely responsible for any omissions and errors regarding such information and data and consequences thereof.

(b) You are fully aware of the rules and procedures of the games of chance and gambling in general. Before playing any Game available on the Website you will familiarize yourself with specific

instructions and rules of a particular Game.

- (c) You acknowledge, accept and bear the risks of losing money, values and property as a result of playing the Games available on the Website and you are fully responsible for such loss.
- (d) You will play the Games available on the Website and use our services in full compliance with the terms and conditions of this Agreement and only in good faith manner towards both BitDice and the other Users. By playing real money games, you accept that the winnings due to the faulty software, by way of example but not limited to: bugs, faulty codes, loopholes and back doors, will not be paid, with the possible closure of the Account.
- (e) You undertake to comply with tax obligations of relevant jurisdictions, including obligation to file tax reports and / or pay taxes levied on incomes derived by you from playing the Games and using our services.
- (f) You will play the Games available on the Website and use our service solely for yourself, on a non- commercial basis and in a non-professional manner. For the purpose of this Clause, professional player refers to a person who is or was directly or indirectly working in or is otherwise related to the casino, betting and / or gambling sector or by a person who is a professional sports player with respect to the sportsbook services.
- (g) You acknowledge that crypto assets are not regarded as lawful payment instruments and have no definite financial value. You acknowledge that crypto assets exchange rate is volatile and can change dramatically at any time.
- (h) You give us an explicit consent to process your personal data provided by you to us.

7.1. Disclaimers. BitDice and its affiliates expressly disclaim (i) any warranty for the Website, Games and our services, and (ii) any applicable law duties with regard to the Website, Games and our services, including duties of lack of negligence and lack of workmanlike effort. The Website, Games and our services are provided on an "AS IS" and "AS AVAILABLE" basis, with all faults and without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement. There is no warranty of title, non-interference with your enjoyment, or authority in connection with the Website, Games, and our services.

7.2. No Guarantees. Neither BitDice nor its affiliates guarantee continuous, error-free, virus-free or secure operation and access to the Website, Games and our services, your Account, or any information available in connection therewith.

7.3. Limitation of Liability. BitDice, its affiliates, officers, and employees are not liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other losses arising from or relating in any way to the Website, Games, and elements thereof. This limitation applies to any type or claim arising from or related to this Agreement, whether based on a contract, tort, statute, or otherwise.

7.4. Amount Limitation. In any case, the maximum liability of BitDice for all damages, losses, and causes of action, whether in the form of a contract, tort, or otherwise, shall not exceed the lesser of: (i) the value of the authentic wagers you placed in respect to our service that the liability arose from, during thirty (30) days period before you file a written claim about the compensation, or (ii) € 1 000 (one thousand Euro) or its equivalent in other currencies. To be eligible for compensation you shall file a written claim not later than thirty (30) days from the event causing our liability took place, otherwise, the claim is deemed to be withdrawn.

7.5. Indemnification. You shall indemnify and hold harmless BitDice against any loss or damage including costs that may be awarded or agreed to be paid to any person in respect of but not limited to a claim or actions arising; (i) in respect of any breach of this Agreement, or (ii) in

respect of your violation of any law or the rights of a third party. You additionally undertake to fully compensate BitDice for any losses, damages, or costs including all reasonable legal fees incurred arising: (i) in respect of any breach of this Agreement; or (ii) in respect of your violation of any law or the rights of a third party.

- 7.6. Termination. If you breach any provision of this Agreement, we reserve the right to suspend, disable or terminate your access to the Website, Games, Account and / or our services. In this case, we are under no obligation to refund you any funds pertaining to your Account and have the right to withdraw all monetary funds and assets pertaining to your Account.
- 8.1. Governing Law. This Agreement and any dispute, claim, or obligation (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of Curacao without regard to its "conflict of laws" principles.
- 8.2. Venue. The courts of Curacao shall have exclusive jurisdiction to resolve any dispute arising from or related to this Agreement.
- 8.3. Out-of-Court Settlement. You and BitDice shall first attempt to resolve any disputes and claims out of court for at least thirty (30) days before initiating a judicial procedure. Out-of-court settlement will commence upon the receipt of written notice from one party to the other.
- 9.1. Entire Agreement. These Terms set out the entire agreement between you and BitDice relating to the subject matter herein, and it supersedes and replaces all prior agreements and understandings between you and BitDice. A person who is not a party to this Agreement has no right to rely upon or enforce any part of these Terms.
- 9.2. Amendment. We *may* amend this Agreement unilaterally at any time in our sole discretion. You can view the Agreement at any time at <https://bitdice.me>. If you disagree to the amendments or to any of the terms in this Agreement, your only remedy is to delete your Account and to cease using our services. We shall not have any obligation to refund any monetary funds that may have accrued to your Account before deletion of your Account or cessation of use of our services. Your failure to delete your Account prior to the effective date of the amendment will constitute your acceptance of the amended terms. You are responsible to check updates of these Terms on a regular basis to be aware of the correct Terms.
- 9.3. A notice thereof may not transfer or assign any of the rights granted to you hereunder without our prior written consent. We may transfer or assign all or some of the rights or responsibilities under this Agreement to any third party without your consent and without providing you.
- 9.4. Severability. If any part of this Agreement is declared not to be legally enforceable, this will not affect any other part of it.
- 9.5. Languages. These Terms may be published in several languages. In case of any discrepancy between the version in English and any other version of these Terms, the version in English shall take preference.
- 9.6. Termination. BitDice reserves the right to cancel your Account and / or this Agreement at any time in its sole discretion including in the event that: (i) BitDice ceases providing services, or (ii) you breach any provisions of this Agreement. In the event that your Account or this Agreement is terminated or cancelled by BitDice for a breach of these Terms or improper or illegal activity, no refund, including of any authentic deposits or winnings, or of any unused funds pertaining to your Steam Account, will be granted.