

KAYBO PERU S.A.C Software End User License Agreement

You should read the following end user license agreements (Real Money and Play Money) and those rules, policies and terms and conditions incorporated by reference into it as set out below in their entirety prior to your use of Kaybo KHoldem/KSlot, Kaybo.com, Switberry.com services or products. Please note that the End User License Agreement - Real Money Games constitutes a legally binding agreement between you and KAYBO PERU S.A.C Limited ("Kaybo") and the End User License Agreement - Play Money Games constitutes a legally binding agreement between you and KAYBO PERU S.A.C ("Kaybo").

The term "Kaybo" in end user license agreements below refers to that group of companies that are controlled, directly or indirectly, by KAYBO PERU S.A.C various businesses from 'Kaybo KHoldem/KSlot' brands.

END USER LICENSE AGREEMENT

This end user license agreement - KAYBO PERU S.A.C (the "Agreement") should be read by you (the "User" or "you") in its entirety prior to your use of KAYBO's service or products. Please note that the Agreement constitutes a legally binding agreement between you and KAYBO (referred to herein as "KAYBO", "us", "we", or "our").

There is no payment required for downloading or accessing the Software (as defined below), or creating an account on the Sites. The cost to you of playing real money cash games and tournaments on our Sites is set out in the Our Commission page, which is incorporated herein by reference. We may offer you RM Games (as defined in Clause 1.1 below) which are offered under our own brands as well as RM Games which are licensed to KAYBO by a third party owner ("Third Party Providers"). In addition to the terms and conditions of this Agreement, please review our Privacy Policy, Cookie Policy, the Kaybo KHoldem/KSlot Terms and Conditions, the Poker Rules, the Games Rules, the FAQs, the Home Games Terms and Conditions, Sports Betting Rules, the Real Money Processing and Currency Exchange Terms and Conditions and the Stars Rewards Terms and Conditions as well as the other rules, policies and terms and conditions relating to the products and promotions available on the Sites as posted on the Sites from time to time, which are incorporated herein by reference, together with such other policies of which you may be notified of by us from time to time.

By clicking the "I Agree" button as part of the software installation process and using the Software (as defined below), you consent to the terms and conditions set forth in this Agreement, the Privacy Policy, the Cookie Policy, the Kaybo KHoldem/KSlot Terms and Conditions, the Poker Rules, the Games Rules, the FAQs, the Home Games Terms and Conditions, the Sports Betting Rules, and the Real Money Processing and Currency Exchange Terms and Conditions as each may be updated or modified from time to time

in accordance with the provisions below and therein.

For the purposes of this Agreement, the definition of "Software" means any and all software that we provide or make available to you, regardless of the medium, and whether it is downloadable by you to your end-user device or not. Therefore "Software" will include our software downloadable to your personal desktop or laptop computer ("PC") from www.Kaybo.com and also the mobile software applications downloadable or made available to you on your end-user device (including, without limitation, a cellular phone, PDA, tablet, or any other type of portable or mobile device now existing or hereafter devised) (each, a "Device") as well as all ancillary software to the Software (whether web-based software or client/server software).

1. GRANT OF LICENSE/INTELLECTUAL PROPERTY

1.1

Subject to the terms and conditions contained herein KAYBO grants the User a royalty-free, limited, non-exclusive, personal, non-transferable, non-sublicensable, revocable right to install and use the Software on your PC or Device, as the case may be, in order to access KAYBO's servers and play real money games, such as poker, card games, casino games and fixed-odds sports betting (the "RM Games") (the Software and RM Games together being the "Service").

1.2

The Software is licensed to you by KAYBO for your private personal use. Please note that the Service is not for use by individuals:

- (i) under 18 years of age,
- (ii) if older than 18, under the legal age of majority in their jurisdiction and
- (iii) connecting to the Sites from jurisdictions from which it is illegal to do so. KAYBO is not able to verify the legality of the Service in each jurisdiction and it is the User's responsibility to ensure that their use of the Service is lawful.

1.3

We reserve the right at any time to request from you evidence of age in order to ensure that minors are not using the Service. We further reserve the right to suspend or cancel your account and exclude you, temporarily or permanently, from using the Service if satisfactory proof of age is not provided or if we suspect that you are underage.

1.4

In order to verify your identity, physical address, age and/or source of funds and meet our regulatory obligations, we may ask that you provide personal details and/or documentation (such as a copy of your passport or

other government-issued photographic proof of identity, proof of address, payment method details, bank statements, and/or other evidence) from time to time. We reserve the right to place restrictions on your account (including, for example, the ability to withdraw, deposit or access the RM Games) until you have provided the requested information and/or we have completed such checks to our reasonable satisfaction.

Please see our Privacy Policy for more information on how we use such personal data.

1.5

The KAYBO PERU S.A.C and its licensors (including any Third Party Providers) are the sole holders of all rights in the Software and the Software's code, structure and organisation, including copyright, trade secrets, intellectual property and other rights. You may not, within the limits prescribed by applicable laws:

copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the Software or make any attempt to access the source code to create derivative works of the source code of the Software, or otherwise;

sell, assign, sublicense, transfer, distribute or lease the Software;

make the Software available to any third party through a computer network or otherwise;

export the Software to any country (whether by physical or electronic means); or

use the Software in a manner prohibited by applicable laws or regulations, (each of the above is an "Unauthorised Use").

The KAYBO PERU S.A.C and its licensors (including any Third Party Providers) reserve any and all rights implied or otherwise, which are not expressly granted to the User hereunder and retain all rights, title and interest in and to the Software.

You agree that you will be solely liable for any damage, costs or expenses arising out of or in connection with the commission by you of any Unauthorised Use. You shall notify us immediately upon becoming aware of the commission by any person of any Unauthorised Use and shall provide us with reasonable assistance with any investigations we conduct in light of the information provided by you in this respect.

1.6

The terms "Kaybo", "Kaybo Casino", "Kaybo Sports", the domain names "Kaybo.com", and any other trade marks, service marks, signs, trade names and/or domain names used by the KAYBO PERU S.A.C on the Sites and/or the Software from time to time (the "Trade Marks"), are the trade marks, service marks, signs, trade names and/or domain names of the KAYBO PERU S.A.C and/or its licensors (including any Third Party Providers), and these

entities reserve all rights to such Trade Marks. In addition, all content on the Sites, including, but not limited to, the Software, images, pictures, graphics, photographs, animations, videos, music, audio and text (the "Site Content") belongs to the KAYBO PERU S.A.C and/or its licensors (including any Third Party Providers) and is protected by copyright and/or other intellectual property or other rights. You hereby acknowledge that by using the Service and the Sites you obtain no rights in the Site Content and/or the Trade Marks, or any part thereof. Under no circumstances may you use the Site Content and/or the Trade Marks without KAYBO's prior written consent.

Additionally, you agree not to do anything that will harm or potentially harm the rights, including the intellectual property rights, held by the KAYBO PERU S.A.C and/or its licensors (including any Third Party Providers) in the Software, the Trade Marks or the Site Content nor will you do anything that damages the image or reputation of KAYBO, the KAYBO PERU S.A.C generally and all our and its employees, directors, officers and consultants.

1.7

You warrant that any names or images used by you in connection with the Sites or Service (for example, your user name and avatar) shall not infringe the intellectual property, privacy or other rights of any third party. You hereby grant us for the benefit of the KAYBO PERU S.A.C a worldwide, irrevocable, transferable, royalty free, sublicensable license to use such names and images for any purpose connected with the Sites or Service, subject to the terms of our Privacy Policy.

LICENSE OF VIRTUAL ITEMS

1.8

The RM Games may include virtual chips and/or other virtual items for use in the RM Games (together the "Virtual Items"). Depending on the RM Game, you may be able to "earn" Virtual Items through gameplay and/or "buy" Virtual Items by visiting the relevant purchase page(s) and completing the necessary transaction. These "real world" terms are used figuratively, and you agree that you have no right or title in Virtual Items, whether "earned" in a RM Game or "purchased" from KAYBO. Any "virtual currency" or similar virtual balance shown in your User account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license to use the relevant Virtual Items in-game.

1.9

Virtual Items are for in-game use only. You may not sublicense, trade, sell, or transfer Virtual Items for value of any kind outside of a RM Game (or attempt to do any of these things). Any such action or attempted action is prohibited and void and may subject your User account to

termination. In addition, you acknowledge that KAYBO may commence legal action against you for any harm done by such transfer or attempted transfer of Virtual Items outside of the RM Games.

1.10

When you purchase a license to use Virtual Items in-game, KAYBO may send you a confirmatory email that will contain details of the Virtual Items you have ordered. Please check that the details in the confirmatory email are correct as soon as possible and maintain a copy of it for your records. If you have any concern, please contact Support. KAYBO keeps records of transactions in order to deal with any queries.

1.11

KAYBO may revise the pricing for Virtual Items at any time.

1.12

You acknowledge and agree that Virtual Items will not be usable if either (a) the RM Game in question is withdrawn for any reason; or (b) the Virtual Item in question is withdrawn for any reason. KAYBO will endeavour to give you reasonable prior notice of any withdrawal of a RM Game/Virtual Item. If KAYBO does not give you such prior notice for whatever reason, you will be entitled to contact KAYBO for a refund of any unused Virtual Items that you have "purchased" with real money (not "earned" through gameplay) and which are affected by the withdrawal of the RM Game/Virtual Item. However, if KAYBO gives you reasonable prior notice of a withdrawal of a RM Game or Virtual Item, you will not be entitled to a refund of any affected Virtual Items and KAYBO will have no further liability to you.

1.13

Save as set out in Clause 1.12 above, you acknowledge that KAYBO is not required to provide a refund of Virtual Items for any reason, and that you will not receive money or other compensation for unused Virtual Items when a User account is closed, whether such closure was voluntary (e.g. where the User account is closed by you) or involuntary (e.g. where the User account is closed because you materially breach any term of this Agreement).

2. NO WARRANTIES

2.1

KAYBO disclaims any and all warranties, expressed or implied, in connection with the Service which is provided to you "AS IS" and we provide you with no warranty or representation whatsoever regarding its quality, fitness for purpose, completeness or accuracy.

2.2

Regardless of our efforts to provide you with service of the highest quality, safety and security, we make no warranty that the Service will be

uninterrupted, timely or error-free, that defects will be corrected or that the Software and the Sites shall be free from viruses, bugs or other contaminants.

2.3

KAYBO reserves the right to suspend, discontinue, modify, remove or add to the Service in its absolute discretion with immediate effect and without an obligation to provide you with notice where we consider it necessary to do so, including (for example) where we receive information that you have entered into any self-exclusion agreement with any gambling provider or where we deem it necessary for the management, maintenance or update of the Software and we shall not be liable in any way whatsoever for any loss suffered as a consequence of any decision made by KAYBO in this regard.

3. AUTHORITY

KAYBO retains authority over the issuing, maintenance, and closing of Users' real-money accounts on the Sites. The decision of KAYBO's management, in regard to any aspect of a User's account, use of the Service, or dispute resolution, is final and shall not be open to review or appeal. The account created by a User shall hereinafter be known as a Stars Account. The User's Stars Account will provide access to all the Sites, made available to you under the terms of this Agreement, by KAYBO, as applicable to your geographical location. Any and all references in this Agreement to the term 'User account' or 'account' means your Stars Account.

4. YOUR REPRESENTATIONS AND WARRANTIES

Prior to your use of the Service and on an ongoing basis you represent, warrant, covenant and agree that:

4.1

there is a risk of losing money when using the Service and that neither KAYBO nor any other member of the KAYBO PERU S.A.C has any responsibility to you for any such loss;

4.2

KAYBO is not a financial institution and no interests will accrue on monies deposited with us;

4.3

your use of the Service is at your sole option, discretion and risk;

4.4

you are solely responsible for any applicable taxes which may be payable on cash or prizes awarded to you through your use of the Service;

4.5

KAYBO does not provide advice to Users regarding tax and/or legal matters. Users who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors and/or authorities in the jurisdiction in which they are domiciled and/or resident;

4.6

the telecommunications networks and Internet access services required for you to access and use the Service are entirely beyond the control of KAYBO and KAYBO shall have no liability whatsoever for any outages, slowness, capacity constraints or other deficiencies affecting the same;

4.7

you are aged 18 or over and that you are not currently self-excluded from any online or mobile gambling site and that you will inform us immediately if you enter into a self-exclusion agreement with any gambling provider;

4.8

you have provided true and accurate information concerning your physical address and identity, including nationality;

4.9

you are not currently on any list of persons that would prohibit KAYBO from engaging in business or other dealings, or otherwise offering the Service to you;

4.10

you are not prohibited due to your geographic location or otherwise from receiving funds from KAYBO and

4.11

if you are identified as such a person as detailed in Clause 4.9 or 4.10, KAYBO may immediately terminate your account and all access to any of the Service.

5. PROHIBITED USES

5.1

SOFTWARE MODIFICATIONS. User may not attempt to modify, decompile, reverse-engineer or disassemble the Software in any way.

5.2

PERSONAL USE. The Service is intended solely for the User's personal use. The User is only allowed to wager for his/her personal entertainment. Under no circumstances shall a User be permitted to use his/her "real money account" for any purpose other than for using the Service. The User must provide full and truthful information in respect of all details and information provided by the User to KAYBO and the User is obligated to

update such details in the event of any change thereto.

5.3

REAL MONEY TRANSFERS. KAYBO's real money transfer facility is accessed via the "Lobby" ("first click on "Cashier" and then on "Transfer to Player"). Users must enter the amount to transfer and the username of the intended recipient. Users are reminded that it is their responsibility to ensure they know who the other Users are before entering into these arrangements. Availability of transfers and limits on transfers will be set by KAYBO per User from time-to-time as applicable.

As part of the KAYBO PERU S.A.C's licensing agreements and in compliance with anti-money laundering legislation, Users need to be aware they may be required to produce personal documentation (such as Government issued ID, bank statements and utility bills) upon request in order for their transfer to be processed. This allows KAYBO to help protect the Users and prevent KAYBO or other entity in the KAYBO PERU S.A.C being used as a vehicle for money laundering or fraud.

The following terms and conditions also apply to the real money transfer facility:

KAYBO reserves the right to decline any account transfer requests or to overturn any account transfer upon suspicion of breach of any of the terms of this Agreement by the sender or receiver.

A sending User agrees that they may only make an account transfer to enable a receiving User to play the RM Games and not for any other purpose. A receiving User agrees that they may only use the funds from an account transfer to play the RM Games and not for any other purpose.

Users cannot withdraw funds directly received from a transfer (refer to sub-paragraph (c) above); winnings arising from playing the RM Games using the transferred funds that subsequently contribute to a withdrawal request will be reviewed in accordance with our internal controls, policies and procedures.

The User agrees to and accepts the terms and conditions relating to real money transaction processing and currency exchange located here.

5.4

COLLUSION. Collusion between Users by sharing poker hole cards or by any other methods is strictly forbidden. KAYBO reserves the right, in addition to other measures, to restrict seating and/or to prohibit Users from playing at a particular poker table or in a tournament, including restricting two or more Users from playing together at the same table or in the same tournament. In addition, we reserve the right to consider any collusion or attempt at collusion between players (including Users) as a material breach of this Agreement and accordingly we shall have the right to terminate a User's account if a User engages or attempts to engage in any such activity, regardless of the outcome of such attempt.

5.5

EXTERNAL PLAYER ASSISTANCE TOOLS. KAYBO prohibit external player assistance tools ("EPA Tools") that are designed to provide an "unfair advantage" to players. KAYBO defines "EPA Tools" as computer software (other than the Software), and non-software-based systems (e.g. web sites, subscription services and physical materials). KAYBO takes a broad view of what constitutes an "unfair advantage" in the context of any use of EPA Tools and specific guidance can be found in our Third Party Tools and Services FAQ. For the avoidance of doubt, what is prohibited encompasses but is not limited to accessing or compiling information on other players beyond that which the User has personally observed through the User's own game play or receiving advice, direction or assistance on how to play, in real time, that goes beyond a basic level.

5.6

AUTOMATIC PLAYERS (BOTS). The use of artificial intelligence including, without limitation, "robots" is strictly forbidden in connection with the Service. All actions taken in relation to the Service by a User must be executed personally by players through the user interface accessible by use of the Software, and without the assistance of any form of artificial intelligence.

5.7

EPA PREVENTION. You agree that KAYBO may take steps to detect and prevent the use of prohibited EPA Tools. These steps may include, but are not limited to, examination of software programs running concurrently with our Software on the User's computer. You agree that you will not attempt to bypass, interfere with, or block such steps, including, without limitation, the use of third party software that bypasses, interferes with, or blocks such steps.

5.8

CHIP-DUMPING. Chip-dumping occurs when any User intentionally loses a poker hand in order to deliberately transfer his chips to another User. Any User who participates or attempts to participate in chip-dumping with any other User, including being the recipient of funds, while using the Service may be permanently banned from using the Service and their Stars Account may be terminated immediately. In such circumstances KAYBO will be under no obligation to refund to you any monies that may be in your Stars Account at such time.

5.9

FRAUDULENT BEHAVIOR. In the event that KAYBO deems that a User has engaged or attempted to engage in fraudulent, unlawful, dishonest or improper activity while using either the Service or any of the other services, products or facilities of the wider KAYBO PERU S.A.C, including without limitation, engaging in any of the activities set forth in this Clause 5

or any other game manipulation, or the making of any fraudulent payment, including without limitation, use of a stolen credit card or fraudulent chargeback or money laundering, KAYBO shall be entitled to take such action as it sees fit, including, but not limited to:

- immediately blocking a User's access to the Service;
- notifying other companies within the KAYBO PERU S.A.C;
- terminating a User's account with KAYBO;
- seizing the funds within a User's account;
- disclosing such information (including the identity of the User) to financial institutions, relevant authorities and/or any person or entity that has the legal right to such information; and/or
- taking legal action against a User.

5.10

CURRENCY EXCHANGE. Users are able to effect currency exchange transactions via the Service on their PC or Device with funds standing to the credit of such User's account (the "Currency Exchange Facility"). All currency exchange transactions on the Currency Exchange Facility will take place at the current prevailing rate offered by KAYBO for the transaction type in question. The exchange rates will be updated on a regular basis, and it is possible that different rates may be offered depending on the type of transaction and movement in currency value. Users should ensure they are aware of fluctuations in the exchange rate and the impact this may have on their available funds before using the Currency Exchange Facility. KAYBO will not be held responsible for gains and losses incurred by Users that utilise the Currency Exchange Facility. Users should also be aware that KAYBO applies a margin on currency exchanges effected via the Currency Exchange Facility which it may, at its discretion, waive for some types of transactions. A margin may, for instance, be applied to currency exchanges in connection with deposits or withdrawals, intra-account transfers or auto-conversion in situations where the currency exchanged is different from the currency used in the RM Games. KAYBO may also, at its discretion, revoke or withdraw support for any particular currency without notice.

The use of the Currency Exchange Facility and/or User's account to engage in currency trading or speculation is strictly prohibited. To help maintain the integrity of the Currency Exchange Facility, we have the right to, in our sole discretion:

- decline or reverse any currency conversion transactions effected via the Currency Exchange Facility; and/or
- limit the number of currencies held by a User in such User's account and the amount of money that may be converted between currencies by that User; and/or
- require that funds held in a User's account and converted via the Currency Exchange Facility into a different currency be used for playing the RM Games before being withdrawn, transferred or used for any other purpose;

and/or

retroactively apply any margin which was waived as part of a currency conversion transaction.

The User agrees to and accepts the terms and conditions relating to real money transaction processing and currency exchange located here.

5.11

NO ARBITRAGE. Users are strictly prohibited from utilising the Sites and its systems to facilitate arbitrage through currency exchange transactions. Where KAYBO deems that a User has deliberately used the aforementioned systems for financial gain through arbitrage, any gains will be forfeited and deducted from the balance standing to the credit of such User's account without warning or notification.

5.12

PROHIBITED JURISDICTIONS. KAYBO prohibits persons located in (including temporary visitors) or residents of certain jurisdictions (including jurisdictions where persons are required to play according to the regulations in such jurisdiction, using the appropriately designated, licensed game client) from making deposits into their Stars Accounts or engage in RM Games (the "Prohibited Jurisdictions"). They may cash out their existing account balances. For the avoidance of doubt, the foregoing restrictions on engaging in real-money play from Prohibited Jurisdictions apply equally to residents and citizens of other nations while located in a Prohibited Jurisdiction.

Any attempt to circumvent the restrictions on play by any persons located in a Prohibited Jurisdiction, is a breach of this Agreement. An attempt at circumvention includes, but is not limited to, manipulating the information used by KAYBO to identify your location and providing KAYBO with false or misleading information regarding your location or place of residence. Any such attempt will entitle us to take such steps as we deem appropriate including, without limitation, seizing the funds in your Stars Account.

5.13

CONCURRENT LOGINS. KAYBO strictly prohibits a User to be logged in to more than one account within the same player pool (i.e. at the same poker table or in the same tournament) at the same time, whether any play activity occurs on any such account or not. KAYBO shall have the right to terminate a User's account and may confiscate funds held in such account if a User engages or attempts to engage in any such activity, regardless of the outcome of such attempt.

5.14

If we mistakenly credit your Stars Account with winnings that do not belong to you, whether this is due to a technical or human error or otherwise, the amount will remain our property and the amount will be

transferred back to us from your Stars Account. We reserve the right to void any transactions placed using incorrectly/mistakenly credited funds, including related winnings paid out in error. To satisfy any such liability, we further reserve the right to freeze and withhold these funds and set-off any subsequent winnings owed to you. If prior to our becoming aware of the error you have withdrawn funds that do not belong to you, without prejudice to other remedies and actions that may be available to us at law, the mistakenly paid amount will constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email to Support.

You may not abuse or take advantage of any error or instance of incompleteness on any of the Sites or in any of the RM Games provided by us (via any of the Sites). Should you become aware of such an error or incompleteness, please notify us immediately. If you do not comply with this Clause and take advantage of or divulge any information about an error or incompleteness, we will be entitled to pursue any remedies available at law.

6. WITHDRAWAL POLICY

The policy and criteria for a User to effect a withdrawal from his/her Stars Account can be found in our Withdrawal Policy. KAYBO reserves the right to use additional eligibility criteria to determine the withdrawal options Users may be offered at any given time.

7. OFFENSIVE LANGUAGE OR CONTENT

The User is prohibited from posting any unlawful, indecent, racist, obscene, libelous, defamatory or threatening material or any material that would violate any law or generally be considered to be offensive, via the Service whether using the chat function, the player images option or in correspondence with KAYBO's or the KAYBO PERU S.A.C's staff.

8. BREACH

8.1

Without prejudice to any other rights of KAYBO, including the generality of Clause 10.3, if a User breaches in whole or in part any provision contained herein, including, without limitation, if any of the following occurs:

- a User has more than one active account for play on any 'Kaybo', 'Kaybo Casino', 'Kaybo Sports' and 'Full Tilt' sites;
- the name on a User's account with KAYBO does not match the name on the credit card(s) used to make deposits in that account;
- you provide incorrect or misleading information to KAYBO when registering for the Service;

you become subject to restrictions that prohibit KAYBO from dealing with you or performing any financial services for you;
you are not of legal age to use the Service;
you reside in a jurisdiction where using the Service is prohibited by law;
you have allowed or permitted (intentionally or unintentionally) someone else to play using your Stars Account;
you have made chargebacks, and/or denied or reversed any payment made by you in respect of the Service;
you have cheated when using the Service including having breached any provision of Clause 5 and/or 10.15;
you use the Sites, the Service or your Stars Account in bad faith; or
you breach Clause 7 by making statements that are sexually explicit or offensive in the chat facility, including expressions of bigotry, racism, hatred or profanity,

KAYBO reserves the right, in our unfettered discretion, to take such action as we see fit, including terminating this Agreement and any other agreement in place between the User and any other member of the KAYBO PERU S.A.C, immediately blocking the User's access to the Service or to any other service offered by the KAYBO PERU S.A.C, terminating such User's account on the Sites or on any other site operated by the KAYBO PERU S.A.C, seizing or quarantining all monies held in the User's account on the Sites or on any other site operated by the KAYBO PERU S.A.C and/or taking legal action against such User. A breach of this Agreement by a User shall be deemed to be a breach of every other agreement between the User and a member of the KAYBO PERU S.A.C.

8.2

You agree to fully indemnify, defend and hold harmless KAYBO, all other the KAYBO PERU S.A.C companies and their shareholders, directors and employees from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:

your breach of this Agreement, in whole or in part;
violation by you of any law or any third party rights; and
use by you of the Service or use by any other person accessing the Service using your Login Credentials (as defined below), whether or not with your authorization.

9. LIMITATION OF LIABILITY

9.1

Under no circumstances, including negligence, shall KAYBO or any other member of the KAYBO PERU S.A.C or any of its licensors (including Third Party Providers) be liable for any special, incidental, direct, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use (or misuse) of the Service even if KAYBO or the relevant member of the

KAYBO PERU S.A.C had prior knowledge of the possibility of such damages.

9.2

Nothing in this Agreement shall exclude or limit KAYBO's liability for: (a) death or personal injury resulting from its negligence; or (b) fraud or fraudulent misrepresentation.

10. SECURITY AND YOUR ACCOUNT

10.1

A User may only have one Stars Account for play on any 'Kaybo', 'Kaybo Casino', 'Kaybo Sports' and 'Full Tilt' sites. and shall only use the Service using such single account. It is prohibited for a User to open multiple accounts for gambling on these Sites. In the event that KAYBO becomes aware of additional accounts opened by a User, KAYBO may close such additional accounts without notice and may confiscate funds held in such accounts.

10.2

Each Stars Account shall be accessible through the use of a combination of a unique username ("Username"), a unique and secret password ("Password"), and other optional numeric authentication methods that the User may select (the Username, Password and any other authentication features together being referred to as the "Login Credentials"). The User is obligated to choose his/her own Username and Password in accordance with the rules relating thereto.

10.3

The User agrees that he/she is solely responsible for all use of the Service under his/her Login Credentials and that he/she shall not disclose the Login Credentials to any person whatsoever nor permit another person to use the Service via his/her Kaybo Account.

10.4

The User is obliged to keep his/her Login Credentials secret and confidential at all times and to take all efforts to protect their secrecy and confidentiality. Any unauthorized use of the Login Credentials shall be the sole responsibility of the User and be deemed as his/her use. Any liability therefrom shall be that of the User.

10.5

If a User is using a credit or debit card, the cardholder's name on such credit or debit card MUST be the same as the name used by such User upon registration with the Sites. Where this is not the case KAYBO reserves the right to suspend the User's account. Upon the suspension by KAYBO of an account under the circumstances described, you should contact Support for details of our verification process. Any withdrawals from a Stars Account that are made by bank wire or cheque will only be payable to the name used

in the registration process on the Sites for opening the Kaybo Account.

10.6

UPDATING PAYMENT DETAILS. Updating or adding additional payment details may only be done by contacting Support. It is your responsibility to make yourself aware of the terms upon which your payments are accepted. You are solely responsible to keep yourself informed of any changes.

10.7

ACTIVATION. All Users may be sent an email to their registered email address for the activation of their Stars Account. In the event that the activation process is not completed, KAYBO reserves the right to suspend all activities on the account until the account details are verified.

10.8

You will not be able to place any bets using the Service in an amount greater than the total amount of money in your Kaybo Account.

10.9

You are fully responsible for paying all monies owed to us. You agree not to make any chargebacks, and/or deny or reverse any payment made by you in respect of the Service. You will reimburse us for any chargebacks, denial or reversal of payments you make and any loss suffered by us as a consequence.

We reserve the right to run credit and/or identity checks on a User, with third party credit reference agencies or services, using the information provided to us by a User on registration with the Service in accordance with the terms of the Privacy Policy. The third party credit reference agencies or services may retain a record of the information but they will not use the information for any other purpose.

10.10

We reserve the right to use third party electronic payment processors and/or financial institutions to process payments made by and to you in connection with your use of the Service.

10.11

You acknowledge and agree that if your Stars Account is "active" (i.e. you have logged into your Stars Account at any time during the prior 12 month consecutive period) monies deposited by you in your Stars Account are held in a trust account on your behalf and are considered to be "End User's Deposits". In the event that your Stars Account is "inactive" (i.e. you have not logged into your Stars Account for a consecutive 12 month period, monies deposited by you in your Stars Account will cease to be "End User's Deposits" and will not be held in trust but will be immediately available to you for withdrawal or to use the Service in accordance with the terms of this Agreement from such time as you log into your Stars Account and

will be automatically reclassified as "End User's Deposits".

Should your Stars Account with a positive balance remain dormant or inactive with no account transactions for a consecutive period exceeding thirty (30) months, we will attempt to contact you with a view to returning the balance and reminding you of the consequences thereof, at least thirty (30) days before your Stars Account is due to become inactive. If we do not receive a response from you, your Stars Account will be deemed to have become "inactive" in accordance with the provisions of the Gaming Authorisations and Compliance Directive issued by the Malta Gaming Authority and we reserve the right to charge an inactive account fee, so long as the account remains inactive and in credit and without prejudice to your rights in respect of inactive accounts under the said Directive.

10.12

We reserve the right to close a User's account for any reason whatsoever at any time without notice to such User. Any balance standing to the credit of the User's account at the time of the closure will be credited to that User's credit card/bank account registered with that User unless such credit is prohibited by applicable law or regulation.

10.13

We may close a User's account in accordance with Clause 9.1.

10.14

A User may at any time request that their Stars Account be closed by contacting Support. Should we deem it unwise for the Stars Account to be reopened, it will be closed permanently at our sole discretion.

10.15

Users are strictly prohibited from utilising the Service to facilitate any type of illegal money transfer system. You will not use the Service for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you. If we have a suspicion that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of this Agreement, your access to the Service will be terminated immediately and/or your Stars Account blocked. If your Stars Account is terminated or blocked in such circumstances, we shall only refund to you any funds that may be standing to the credit of your Stars Account at such time, in accordance with and to the extent permitted by prevailing anti-money laundering laws, regulations, guidelines and implementing procedures in Malta, to the extent applicable to the suspected wrongdoing. In addition we shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully

with us to investigate any such activity. As a Malta-registered company KAYBO is governed by the prevailing anti-money laundering laws of Malta.

10.16

The policy and procedure for a User to effect a period of self-exclusion are set out on Responsible Gaming page of the Sites.

10.17

Important information for customers permanently or ordinarily resident in Germany

When a customer who is permanently or ordinarily resident in Germany wins a bet the settlement for that bet will be adapted afterwards by reducing five per cent (5%) of the winning amount (retroactive reduction of odds). When a customer who is permanently or ordinarily resident in Germany opts to Cash Out a bet (where the Cash Out amount exceeds the stake) in accordance with the Cash Outs option described in our Sports Betting Rules the settlement for that bet will be adapted afterwards by reducing five per cent (5%) of the winning amount.

10.18

If VAT, GST, QST, HST or any other similar tax, hereinafter described as "Sales Tax", applies to any payments made by you in connection with your use of the Service, such payments shall be treated as inclusive of all Sales Tax (if any).

11. THIRD PARTY SOFTWARE

11.1

The Software contains third party software, including casino game software licensed to us by various third parties, sports betting software developed and licensed to us by Amelco UK Limited, software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org>); cryptographic software written by Eric Young; ungif software written by Eric S.Raymond; PSTCollectionView software written by Peter Steinberger, and font software that is proprietary to the licensor or its suppliers and subject to the copyright laws of the United States and other jurisdictions (this, together with any other software provided by Third Party Providers is the "Licensed Software").

11.2

In order for you to use certain RM Games it may be necessary to provide you with Licensed Software provided by Third Party Providers. Third Party Providers of such software may require you to agree to additional terms and conditions governing the use of their products including individual RM Game supplier rules. These additional third party terms and conditions can be found within each RM Game and you should review them and ensure that you agree and consent to them prior to using any such third party Licensed Software. If you continue to play any RM Game or access any part of the

Service where we have notified you that third party terms and conditions apply, we will deem you to have accepted and to be bound by the same. If you do not accept these third party terms and conditions, you may not use the relevant third party Licensed Software. You shall not interfere with, modify or reverse engineer any Software provided to you by us or any third party whether Licensed Software or any other Software.

We do not accept any liability in respect of any third party Licensed Software and in particular we do not provide any representation or warranty that any third party gambling products will comply with the terms, conditions or game rules applicable to them, all of which is the responsibility and liability of the relevant Third Party Provider.

11.3

Your use of the Licensed Software is also subject to compliance with all of the terms and conditions of this Agreement.

11.4

The Licensed Software may not be altered, modified or extracted from the Software.

11.5

The User's use is limited to "Internal Use" meaning use of the Licensed Software only in the course of the User's customary and ordinary internal business or personal use and not for further resale, sublicensing or distribution. "Customary and ordinary internal business use" shall mean, for an End User that is an entity, use by such User, or its employees or authorized agents for the User's customary and ordinary internal business. "Customary and ordinary personal use" shall mean, for an End User that is an individual, use by such User or a member of such User's household for internal personal purposes. All such employees, agents, and household members shall be notified by the User as to the terms and conditions of this Agreement.

11.6

All rights not expressly granted in the Licensed Software are reserved.

11.7

The OpenSSL Toolkit, the ungif software, the PSTCollectionView software and cryptographic software is provided by the OpenSSL Project, by Eric S. Raymond, by Peter Steinberger and by Eric Young "as is" and any expressed or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the OpenSSL Project, Eric Young, Eric S. Raymond, Peter Steinberger or their contributors be liable for any direct, indirect, incidental, special, exemplary or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits or business interruption) however

caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the OpenSSL Toolkit, the ungif software, the PSTCollectionView software and cryptographic software, even if advised of the possibility of such damage.

12. DISPUTES/SUPPORT

The User accepts that the historical data of each RM Game shall be as recorded on KAYBO's servers. In the event of a discrepancy between the cards displayed on your computer and the RM Game records on KAYBO's server the latter shall prevail. The User accepts that the "Instant Hand History" and "Hand Replayer" features of the Software shall not be considered as the official historical record of any hand.

In the event that a User wishes to complain or raise a query with customer support, he/she may either complete the customer support form (located under the dropdown Help menu on the KAYBO client) or send an email to Support and our customer support representatives will ensure that your complaint or query is referred to the appropriate specialist team.

Should you remain dissatisfied with the resolution of your complaint after interacting with our customer support team you may contact our third-party dispute resolution provider, IBAS, at this email address. For further details visit IBAS' website [here](#).

Alternatively, you may refer the matter for alternative dispute resolution through the EU's Online Dispute Resolution Platform. For more information please visit their website and follow the guidance provided to log your complaint. As part of this process you will be requested to provide our email address which can be found by clicking [here](#).

13. AMENDMENT

KAYBO may update or modify the terms of this Agreement or any part thereof from time to time. We will notify you of any material changes to be introduced to this Agreement on the Sites or via other means before such changes come into effect, and you will be required to expressly accept such changes in order to continue using the Service and the changes will apply immediately following your express acceptance. We encourage you to visit the Sites regularly and check the terms and conditions contained in the version of the Agreement in force at such time. Your continued use of the Sites shall be deemed to attest to your agreement to any amendments to the Agreement.

14. GOVERNING LAW

The Agreement and any matters relating hereto shall be governed by, and

construed in accordance with, the laws of Malta. You irrevocably agree that, subject as provided below, the courts of Malta shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Agreement and any matter arising therefrom and irrevocably waive any right that you may have to object to an action being brought in those courts, or to claim that the action has been brought in an inconvenient forum, or that those courts do not have jurisdiction. Nothing in this Clause shall limit the right of KAYBO to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. This choice of law provision is without prejudice to the rights that may be granted to you as a consumer under mandatory provisions of European Union Law or of the law that would be applicable to you in the absence of such choice of law provision.

15. SEVERABILITY

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision hereof or the validity or enforceability in other jurisdictions of that or any other provision hereof.

16. ASSIGNMENT

KAYBO reserves the right to assign this Agreement, in whole or in part, at any time without notice. The User may not assign any of his/her rights or obligations under this Agreement.

17. CASINO RETURN TO PLAYER

For our casino offering a statutory minimum average pay-out ratio applies. In order to review specific pay-out ratios per game players may refer to the return to player rates (RTP) listed by the provider within the individual game frame. The term pay-out ratio or RTP refers to the relationship between stakes and winnings. It is based on settings of the random number generator and will be achieved on a long-term and average basis. KAYBO guarantees an average minimum RTP of its casino games of 92% over the period of one year.

18. MISCELLANEOUS

18.1

No waiver by KAYBO of any breach of any provision of this Agreement (including the failure of KAYBO to require strict and literal performance of or compliance with any provision of this Agreement) shall in any way be

construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of this Agreement.

18.2

Nothing in this Agreement shall create or confer any rights or other benefits in favour of any third parties not party to this Agreement other than with respect to any company within the KAYBO PERU S.A.C and any Third Party Providers.

18.3

Nothing in this Agreement shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and us.

18.4

This Agreement constitutes the entire understanding and agreement between you and us regarding the Service and supersedes any prior agreement, understanding, or arrangement between you and us.

18.5

The User must provide full and truthful information in respect of all details and information requested by us in connection with the User's use of the Service subject at all time to the terms of the Privacy Policy.

18.6

The English language version of this Agreement shall be the prevailing version in the event of any discrepancy between any translated versions of this Agreement.

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With regard to the OpenSSL Toolkit:

Copyright © 1998-2011 The OpenSSL Project. All rights reserved.

Copyright © 1995-1998 Eric Young. All rights reserved.

With respect to PSTCollectionView software:

Copyright (c) 2012-2013 Peter Steinberger

With respect to ungif software:

The GIFLIB distribution is Copyright (c) 1997 Eric S. Raymond

KAYBO can be contacted via Support.

Version 15.6 of the KAYBO Interactive Gaming Europe Limited End User License Agreement.

In force from May, 2021.

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With regard to the OpenSSL Toolkit:

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With respect to PSTCollectionView software:

Copyright (c) 2012–2013 Peter Steinberger

With respect to ungif software:

The GIFLIB distribution is Copyright (c) 1997 Eric S. Raymond

Kaybo KHoldem/KSlot can be contacted via Support.

Version No. 15.4 of the Kaybo KHoldem/KSlot End User License Agreement.

In force from September, 2020.