

# Terms & Conditions

## General

Effective from: 14/08/2021

Last updated: 14/02/2022

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Before using our website, please read these Terms and Conditions carefully. By registering a Player Account with the website you agree and confirm your consent with the Terms and Conditions. The website spinago.com ("Casino", "Website", "Company", "We", "Us", "Our") is owned and operated by Dama N.V., a company registered and established under the laws of Curaçao, with registration number 152125 and registered address at Scharlooweg 39, Willemstad, Curaçao, and its wholly-owned subsidiary, Friolion Limited, registered in Cyprus with registration number HE 419102 and registered address Leandrou, 12A 3086, Limassol, Cyprus. Dama N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-013). It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction for online gambling.

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## Changes to Terms and Conditions

The Casino reserves the right to unilaterally change these Terms and Conditions may be changed by the Casino when such need occurs. We will do our best to notify our players of any significant changes by email. However, we do recommend all players to revisit this page regularly and check for possible changes.

## Who Can Play

The Casino accepts players only from those countries and geographic regions where online gambling is allowed by law. It is

the player's sole responsibility to inquire about the existing gambling laws and regulations of the given jurisdiction before placing bets on the website.

The Casino accepts strictly adult players (the minimum age is 18) and players who have reached the age specified by the jurisdiction of player's place of residence as eligible for online gaming. It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction regarding age limitations for online gambling.

It is entirely and solely your responsibility to enquire and ensure that you do not breach laws applicable to you by participating in the games. Depositing real funds and playing for real money is subject to the laws of your country, and it is your sole responsibility to abide by your native regulations.

The Company reserves the right to ask for proof of age from the player and limit access to the Website or suspend the Player Account to those players who fail to meet this requirement. Any bonuses are not available to players from Sweden, including participation in any kind of promotional programs, receiving VIP rewards, as well as exchange of comp points.

Users from the following countries and their territories ("Restricted Countries") are not allowed to deposit and play real money games: Greece, Holland, United States of America, United Kingdom, Spain, France and its overseas territories (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, St. Martin, French Polynesia, Wallis and Futuna, New Caledonia), Netherlands, Israel, Lithuania, Gibraltar, Jersey, Curacao, Angola, Albania, Iraq, Jamaica, Uganda, Pakistan, Islamic Republic of Iran, Panama, Lebanon, Zimbabwe, Mauritius, Nicaragua, Yemen, Central African Republic, Côte d'Ivoire, Sudan, Liberia, Syrian Arab Republic, Cayman Islands, Somalia, Congo, Korea, Eritrea, Haiti, Sierra Leone, Ethiopia, Myanmar, South Sudan, Burkina Faso, Libya, Mali, Barbados and Rwanda. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that player breaches this Restricted Countries policy.

## **Availability of Games**

Please bear in mind that some games may be unavailable in certain jurisdictions, as required by the policies of game providers which may change from time to time.

NetEnt games are unavailable for Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Lao, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Sri Lanka, Singapore, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe, as well as Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United States of America and the United Kingdom.

In addition to the above, Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix, Motörhead and Conan are not available in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America.

Planet of the Apes Video Slot is not available in the following territories: Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine.

Vikings Video Slot is not available in the additional jurisdictions: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.

Narcos Video Slot is not available in the following territories: China, Indonesia, South Korea.

Additionally, Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man), are only available in the following territories: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Germany, Greece,

Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden. Players from the following countries are not eligible to win any jackpots from jackpot games offered by NetEnt (such as but not limited to Mega Fortune): Australia, Azerbaijan, China, Denmark, India, Israel, Italy, Japan, Malaysia, Qatar, Russia, Spain, Thailand, Tunisia, Turkey, United Arab Emirates, Ukraine. The Casino will make reasonable efforts to prevent players from these countries to reach the games, but if players from any of the stated countries would win the jackpot, the jackpot win will be annulled. Players from Canada are not eligible to play the games from NYX.

## **Accepted Currencies**

The website allows playing for the following currencies: EUR, USD, CAD, AUD, NZD, BTC, ETH, LTC, USDT.

## **Fees and Taxes**

You are solely responsible to account and report relevant taxes on winnings that might be applicable in your jurisdiction.

## **Game Rules**

By accepting these Terms and Conditions you confirm that you know and understand the rules of the games offered on the Website. It is at your discretion to familiarise yourself with the theoretical payout percentage of each game.

## **Disclaimer of Liabilities**

By accepting these Terms and Conditions you confirm your awareness of the fact that gambling may lead to losing money. The Casino is not liable for any possible financial damage arising from your use of the Website.

The Casino is not liable of any hardware or software defects, unstable or lost Internet connection, or any other technical errors

that may limit access to the Website or prevent any players from uninterrupted play.

In the unlikely case where a wager is confirmed or a payment is performed by us in error, the Company reserves the right to cancel all wagers accepted containing such an error, or to correct the mistake by re-settling all the wagers at the correct terms that should have been available at the time that the wager was placed in the absence of the error.

If the Casino mistakenly credit your Player Account with a deposit, bonus or winnings that do not belong to you, whether due to a technical issue, error in the paytables, human error or otherwise, the amount and/or the winnings from such bonus or deposit will remain the Casino property and will be deducted from your Player Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.

The Casino, its directors, employees, partners, service providers:

- do not warrant that the software or the Website is/are fit for their purpose;
- do not warrant that the software and Website are free from errors;
- do not warrant that the Website and/or games will be accessible without interruptions;
- shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the Website or your participation in the games.

You hereby agree to fully indemnify and hold harmless the Casino, its directors, employees, partners, and service providers for any cost, expense, loss, damages, claims and liabilities howsoever caused that may arise in relation to your use of the Website or participation in the Games.

You acknowledge that the Casino shall be the final decision-maker of whether you have violated the Casino's Terms and Conditions in a manner that results in your suspension or permanent barring from participation in the Website.

## **Use of Player Account**

Each player is allowed to create only one (1) personal account. Creating multiple Player Accounts by a single player can lead, at the sole discretion of the Casino, to termination of all such accounts and cancellation of all payouts to the player. The player shall not provide access to their Player Account or allow using the Website to any third party including but not limited to minors.

Any returns, winnings or bonuses which the player has gained or accrued during such time as the Duplicate Account was active shall be reclaimed by us, and players undertake to return to us on demand any such funds which have been withdrawn from the Duplicate Account.

The Website can only be used for personal purposes and shall not be used for any type of commercial profit.

You must maintain your account and keep your details up-to-date. We reserve the right to make a phone call to the number provided in your user account, which at our own discretion can be a necessary part of the KYC procedure. Withdrawals may be terminated until the account is fully verified. We will make reasonable efforts trying to contact you regarding the withdrawal of the funds, but if we are not able to reach you (by email or phone) in two (2) weeks as from the date of the request for withdrawal, account will be locked, since you have failed to pass the KYC procedure.

## **Anti-Fraud Policy**

The Company has a strict anti-fraud policy and utilises various anti-fraud tools and techniques. If the player is suspected of fraudulent actions including, but not limited to:

participating in any type of collusion with other players

development of strategies aimed at gaining of unfair winnings

fraudulent actions against other online casinos or payment providers

charge back transactions with a credit card or denial of some payments made

creating two or more accounts

low risk roulette play where the player betting equal stakes for both black/red or even/odd covering 25 or more out of 37 numbers on the table. (Placing bets on black/red only covers 36 of 37 possible numbers).

other types of cheating

or becomes a bankrupt in the country of their residence, the Company reserves the right to terminate such Player Account and suspend and/or cancel all payouts to the player. This decision is at the sole discretion of the Company and the player will not be notified or informed about the reasons of such actions. The Company also reserves the right and may be obliged to inform applicable regulatory bodies of the fraudulent actions performed by the player.

- In the event of chargeback at the account, the casino reserves the right to:
  - charge the player a sum equivalent to the players available balance funds in order to compensate damages and expenses suffered by an incurred as a result of chargeback;
  - claim further damages and financial losses from the player by contacting them via one of the methods provided during the registration process (i.e. phone, e-mail, etc.);
  - close player's personal account and/or discard all and any winnings gained as a result of such act or attempt to act. The Casino has zero tolerance to advantage play. Any player who will try to gain advantage of casino welcome offers or other promotions agrees that Company reserves the right to void bonuses and any winnings from such bonuses, for the reasons of:
    - use of stolen cards;
    - chargebacks;
    - creating more than one account in order to get advantage from casino promotions;
    - providing incorrect registration data;
    - providing of forged documents;
    - any other actions which may damage the Casino.
  - The Casino reserves the right to close your Player Account and to refund to you the amount on your account balance, subject to deduction of relevant withdrawal charges, at Casino's absolute discretion and without any obligation to state a reason or give prior notice.

In order to verify player`s account casino management require documents (ID, payment systems, utility bills etc) in Latin or Cyrillic alphabet. In case player doesn't have an opportunity to provide documents in above-mentioned

alphabets casino reserves the right to demand video verification where player shows his/her documents. The Casino reserves the right to retain payments, if suspicion or evidence exists of manipulation of the casino system. Criminal charges will be brought against any user or any other person(s) who has/have manipulated the casino system or attempted to do so. The Casino reserves the right to terminate and/or change any games or events being offered on the Website.

Should you become aware of any possible errors or incompleteness in the software, you agree to refrain from taking advantage of them. Moreover, you agree to report to the Casino any error or incompleteness immediately. Should you fail to fulfill such obligations, the Casino has a right to full compensation for all costs related to the error or incompleteness, including any costs incurred in association with the respective error/incompleteness and the failed notification.

Please note that if you requested a withdrawal, your deposit must be wagered at least three (3) times. The Casino reserves the right to charge you the costs of transaction processing for deposit and withdrawals. This decision is at the sole discretion of the Casino.

The casino is not a financial institution and thus should not be treated as such. Your account will not bear any interests and no conversion or exchange services (including fiat-crypto exchange) will be offered at any time

## **Depositing**

The Website offers a variety of payment methods. They include VISA and MasterCard credit and debit cards, as well as various alternative payment methods. Please contact our support team at [support@spinago.com](mailto:support@spinago.com) to inquire about the payment methods which are most favorable for your country of residence.

The Company does not accept third party payments. You must make deposits only from a bank account, bank cards, e-wallets or other payment methods that are registered in your own name. If we determine during the security checks that you have violated this condition, your winnings will be confiscated. The Company is not



responsible for the lost funds deposited from third party accounts.

Please note that the minimal amount of deposit is 20€ or an equivalent. The maximum amount of deposit depends on the payment method you decide to use and will appear when choosing the payment method.

## **Withdrawal Policy**

The minimal amount for withdrawal is 20€ or an equivalent. The maximum amount for withdrawal depends on the payment method you use. If the requested amount exceeds the limit of a particular payment system, the amount will be withdrawn in installments.

The Casino reserves the right to check your identity prior to processing payouts and to hold any refund or withdrawals for the time needed to check your identity. In case you provide false or incompleated Personal Data, the withdrawal can be refused and the Player Account terminated, of which you will be informed by email.

Reporting by the Casino to applicable regulatory bodies of actions performed by the player may be required.

The Website supports payouts via Original Credit Transfer (OCT) from Visa and via Payment Transfer from Mastercard. Additional requirements are that the respective credit card is not a corporate credit card and the card is issued in a supported country.

For Visa, the following countries are not supported: USA, Australia, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, Singapore.

For Mastercard, only the following countries are supported: Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Luxembourg, Malta, Monaco, Netherlands, Norway, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, and the United Kingdom.

Please note that even for supported countries the Casino is not able to guarantee successful credit card payment processing in all cases, since banks issuing credit cards may block or reject such transactions at their own discretion.

The internal operating currency of the Website is Euro. Due to this fact, in case you transact in other currencies, the amount deducted from your credit card may be insignificantly higher than displayed at the time of transaction due to currency conversions on the side of your bank and/or the Casino's payment processing system.

All Bank Transfer payouts are in principle processed within three (3) banking days. Please mind that you will not be able to request a Bank Transfer for USD payouts. You acknowledge that withdrawals via bank transfers can in exceptional cases be subject to additional charges by the intermediary banks. These charges remain outside the influence of The Casino and are in our experience limited to the equivalent of EUR 16.

The maximum withdrawal amount processed to a player is 50,000 EUR/USD, 75,000 AUD/NZD/CAD, 6 BTC and 1200 LTC per month, unless otherwise specified in the Terms & Conditions of a specific promotion. Exceptions may be made to players with a higher VIP level, if any, at the Casino's sole discretion.

If you win more than €50,000, the Casino reserves the right to divide the payout into monthly instalments of maximum €50,000 until the full amount is paid out.

All progressive jackpot wins will be paid in full.

Finally, please keep in mind the Casino is not a financial institution. Your account will thus not bear any interests and no conversion or exchange services will be offered at any time.

## **REFUND POLICY**

A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account.

If you have funded your account with a Credit Card we reserve the right to pay all withdrawal requests up to the total amount deposited as refunds against the purchases you have made. If your withdrawals exceed the total amount deposited, any excess amount will be paid to you via one of our alternative methods available.

Before a refund is processed all bonuses and winnings in your balance will be deducted prior to calculating the amount to be refunded.

In case any Credit Card purchases are considered to carry an unacceptable risk for security or legal reasons either by our Payment processors or by the Casino, we will initiate refunds for all such transactions back to the Credit Card, and notify all the appropriate authorities and parties.

## **Dormant Accounts**

An inactive (dormant) account is a Player Account which a player has not logged into or logged out of for twelve (12) consecutive months. If your Player Account is deemed to be inactive, the Casino reserves the right to charge a monthly administrative fee of €10 or the equivalent in another currency (or the current balance of your account, if less) as long as the balance of your account remains positive.

You authorise the Casino to debit this fee from your Player Account at the beginning of the month following the day on which your account is deemed inactive, and at the beginning of every subsequent month that your account remains inactive. The Casino will stop deducting the fee if the account balance is zero or if the account is reactivated.

## **Expiry period**

You agree that any claim and/or cause of action arising out of or related to these Terms and Conditions or a service provided by the Casino must be filed within one (1) year after such claim or cause of action arose.

## **Complaints**

You are free to contact our customer service team according to the instructions found on the Website to give us any complaints regarding our services.

Complaints are handled in the support department and

escalated in the organisation of the Casino in the case that support personnel did not solve the case immediately. You shall be informed about the state of the complaint to a reasonable level.

Casino is to acknowledge a complaint started by the account holder only. It is forbidden to and you can therefore not assign, transfer, hand over or sell your complaint to the third party. Casino will dismiss the complaint if the matter is handed over to be conducted by the third party and not the original account owner. In the event of any dispute, you agree that the server logs and records shall act as the final authority in determining the outcome of any claim. You agree that in the unlikely event of a disagreement between the result that appears on your screen and the game server, the result that was logged on the game server will prevail, and you acknowledge and agree that our records will be the final authority in determining the terms and circumstances of your participation in the relevant online gaming activity and the results of this participation. When we wish to contact you regarding such a dispute, we will do so by using any of the contact details provided in your Player Account.

## **Non transferability**

You can not assign, pledge or transfer ownership under any title whatsoever to claims arising from these Terms and Conditions, the use of the Website or participation in the Games against the Casino without consent of the Casino. This prohibition is designed as a non-transferability clause ex article 83 paragraph 2 of book 3 of the Civil Code and includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial, or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, entity in any way shape or

form.

## **Arbitration**

All disputes which may arise between you and the Casino including their successors in title under general or special title as a result of these Terms and Conditions or as a result of further agreements and other acts in connection with these Terms and Conditions shall be settled exclusively by arbitration in Cyprus and in accordance with Cyprus Civil Procedure Rules.