

General Terms and Conditions

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A. Introduction

- 1. These general terms and conditions apply as from 1st of October 2022. All previous versions of these general terms and conditions no longer apply.
- 2. Bingoal is a trade name owned by Atlantic Games Malta Limited (the "Company"). The website Bingoal.com is operated by Atlantic Games Malta Limited, registered in Malta with its registered address at 139 San Anton Court, Triq Birbal, Balzan, Malta. The Company is licensed in Malta and regulated by the Malta Gaming Authority (MGA) under License number MGA/B2C/813/2020 issued on the 6th of April 2022. The company offers sports wagering products and casino games.
- 3. By using one of our services (one of the Website's functionalities) and/or by visiting part of the Website (including any subdomains and the mobile website), and/or by registering on www.bingoal.com (the "Website"), the User/Player accepts (1) these general terms and conditions, (2) the Privacy notice and Cookie notice and (3) the regulations applicable to our products, and the User/Player will be deemed to have accepted and understood them. Accepting the general terms and conditions constitutes an agreement between the User and Bingoal. Bingoal advises Users to read these general terms and conditions thoroughly. Should the User not agree with the stipulations of these general terms and conditions, he should not use the Website.
- 4. Terms such as, but not limited to "you", "your", "the Customer", "the Player" or "the User" refer to any person using the Website or Bingoal's services and/or each customer registered with Bingoal.
- 5. Any user playing casino games, or placing a wager declares to accept the regulations applicable to the products they relate to on the Website. All regulations scan be found on the Website. The regulations of the casino games can be found with each casino game.
- 6. When placing a wager, the user agrees to the Rules applicable to the relevant products on the Website. You can find all the wagering rules here.
- 7. Bingoal aims to offer good customer service. As part of this commitment, Bingoal advises the User to play with moderation. Bingoal wishes to point out to the User that extension of the playing time or increased playing frequency can have an addictive effect or can lead to a certain mental fragility. The User must be aware that addiction can develop through maladjusted, continuous and repetitive use of the game. The joy of playing will become a compulsive need to play, and this can have serious consequences for the User as well as for his environment. Customer/Users can consult the section "responsible gambling" at any time, accessible from any page on the Website. Furthermore, Users can self-exclude themselves for 24 hours, 7 days, 30 days or 90 days or for an indefinite period of time.
- 8. Bingoal reserves the right to change the Website, stake limits, maximum winnings pay-out and promotions. References in these general terms and conditions to words and objects in singular, also apply to the plural. References to a certain gender are not binding and are merely informative.
- 9. The player recognizes and is aware that transactions are monitored to prevent Money Laundering.
- 10. The player recognizes and is aware that suspicious transactions will be reported to the competent regulatory bodies.
- 11. In the event of a dispute, the English version of these general terms and conditions will prevail over all other language versions.

- 12. The sports wagering service and the casino games service is operated by Bingoal and is regulated by the Malta Gaming Authority under Maltese law.
- 13. The following products are regulated by the MGA, namely: Type 1 (casino) and Type 2 (sports betting).
- 14. These Terms and Conditions shall be governed by and construed under the laws of Malta, without regard to its principles of conflicts of law, and regardless of your location.

B. Prohibited jurisdictions

- 1. Wagering could be illegal in the jurisdiction you are located in while visiting or using the website. The use or simply the access to any or all the products offered on our website could constitute an offense. You are responsible for determining whether accessing the website is compliant with applicable laws in your jurisdiction and we are not liable for any breach of any local, national, federal, state or other laws that may occur as a result of using the services available on our website.
- 2. We prohibit persons residing in certain jurisdictions (including temporary visitors) to access and/or register on our website; for avoidance of doubt, such person selecting such restricted country on the registration page will be stopped from proceeding further and opening an account with us. Players residing in multiple jurisdictions, may only open one account from the primary country of residence (if allowed on the registration stage) and may access the website from such primary country of residence only. Should we notice that the information associated with an active player account is not of the account holder, the Company reserves the right to cancel any open wagers, suspend or close the account and block all payments, pending the outcome of any customary investigation and determination of damages that may have incurred. In addition, we reserve the right to withhold any funds deposited in your account to recover any damages that may have been incurred as a result of a violation of this rule.
- 3. Non exhaustive list of prohibited jurisdictions (subject to change):

Afghanistan, Australia, Denmark, Estonia, Ethiopia, France and other French territories, Hong Kong, Iran, Iraq, Italy, Jordan, Kuwait, North Korea, Pakistan, Philippines, Portugal, Spain, Syria, Turkey, Romania, Ireland, United States of America and U.S. territories, Yemen

C. Your Bingoal account

1. Opening an account

1.1. General Provisions

- 1.1.1. To register on the Website and be able to participate in games of chance offered by Bingoal, the User must be a natural person of 18 years or older. Users must declare to be legally competent and thus be legally authorised to accept these general terms and conditions as well as regulations and gaming rules applicable to services offered by Bingoal.
- 1.1.2 When a player registers on the Website, digital checks will be carried out including the following:
 - i. IP address ono which a player tries to create an account
 - ii. Digital check against sanctions lists

- iii. Digital check for Politically Exposed Persons (PEPS)
- iv. Copy of ID (passport, ID or driver's license) of player
- v. Proof of address of player
- 1.1.3. Bingoal reserves the right to ask for proof of age from any User and to suspend any User's account until satisfactory documentation is provided.
- 1.1.4. All information supplied when registering on the Website must be accurate and complete. Users will keep their account up to date (personal information) without delay.
- 1.1.5. A wagering account is personal and in the name of the User and cannot be transferred to a third party in any way, not even free of charge.
- 1.1.6. Bingoal reserves the right to investigate whether different wagering accounts belong to the same person or not.
- 1.1.7. Bingoal reserves the right to refuse a player's registration, or have the account closed, provided that all contractual obligations already made will be honoured by Bingoal.
- 1.1.8. Participating in games of chance is subject to legal limitations and even prohibited in certain countries. The Customer participating in online wagers offered by Bingoal accepts that he is fully liable for his own acts under the law applicable to him. The Customer acknowledges that Bingoal does not have any obligation to inform Customers regarding the lawfulness of their acts on this Website and that Bingoal cannot be expected to warn or educate Customers in this respect.

1.2. Sole account

- 1.2.1. Users may open one account only. If Bingoal identifies a User with more than one account, only the first registration will be withheld. All other accounts will be closed including any transactions on it.
- 1.2.2. If Bingoal notices that a User opens and closes several accounts with the sole purpose of abusing bonuses or offers, Bingoal reserves the right to refuse the registration of any more accounts at their own discretion.
- 1.2.3. Furthermore, Bingoal reserves the right to not pay any customers winnings arising from a bonus received without prejudice to any damages Bingoal could be entitled to.

1.3 Inactive Accounts

- 1.3.1 If Bingoal reasonably suspects a User to deposit money without any intention to use any of the services offered on the Website, place wagers, Bingoal will repeatedly make contact with player via email regarding this matter giving the player the possibility to withdraw the inactive balance. If the player does not respond, Bingoal reserves the right to take the necessary measures and close this account.
- 1.3.2 The Company reserves the right to charge an inactivity account monthly fee of 5 EUR (or its equivalent in another currency). An account is deemed as being inactive and liable for the inactivity fee if a player's account having a real money balance has not recorded any login for a period exceeding 12 consecutive months. All consecutive fees for an inactive account will be deducted on a monthly basis until the player's account balance reaches zero. All registered players will be notified at least 30 days prior to the player's account becoming inactive and qualifying for the inactivity fee. The notification shall inform the player of the consequences thereof, notify the player of the fees to be charged and shall include the possibility for the player to withdraw the funds in order not to incur any fees associated with inactivity. Holders of inactive accounts may instantly reactivate their

accounts by logging in or withdrawing the funds within the 30-day time window without incurring any fees. If after your account has become inactive, and you wish to access your account, we may consider reimbursement of the fees charged if you have adequate proof of the following:

- i. You could not access your account due to health-related impediments; or
- ii. You could not access your account due to a reasonable cause.

The Company reserves the right to increase the inactivity account fee. Fees may only be charged to an inactive account as long as that account does not go into a negative balance.

- 1.3.3. Without prejudice to Anti-Money Laundering legislation, the Company, may elect to close an inactive account rather than impose, or continue imposing, a fee for inactivity. In such cases, the Company shall endeavour to refund any remaining balance to the player, whether by remitting the balance directly to the player or otherwise by contacting the player based on information available. If the Company is unsuccessful in remitting the balance to the player, then it may:
 - i. Refrain from closing the player account; or
 - ii. Close the account and appropriate the remaining balance in its favour.

Notwithstanding the fact that the player funds constitute a separate patrimony, in the case envisaged (ii) above, the Company may appropriate the remaining balance and acquisitive prescription shall prevail in its favour if the following conditions are satisfied:

- i. After failing to remit the funds to the inactive player, the Company shall send a final notice to the player informing him that the funds shall be appropriated if the player does not provide a means for the funds to be remitted to him;
- ii. Such notice shall be sent to the player through every means of communication available to the Company, including by post;
- iii. the Company may prescribe the remaining funds in its favour after the lapse of such time, after the final notice has been sent to the player in terms of the immediately preceding paragraphs, as may be laid out in a clear manner in its terms and conditions, which terms shall be reproduced in the notice sent to the player: Provided that such time shall in no case be less than five (5) years from the date of final notice to the player.
- 1.3.4 If the players account has been deemed inactive after the 30-day time window, the player may request for his or her account to be reactivated by contacting the Company's helpdesk via info@bingoal.com.
- 1.3.5 Any player funds appropriated by the Company in terms of this article shall be used to fund responsible gaming endeavours, whether of the Company itself or of third parties.

2. Account details

- 2.1. Bingoal allows its Customers to choose their own username and password combination for their account. Usernames and passwords are strictly personal and confidential. Saving, using and transferring of login details are the User's sole responsibility. The user shall be responsible for keeping the account log in details secure, and the security of any linked email address, and the security of any personal computer or device on which the player account is accessible.
- 2.2. The User is responsible for all wagers/wagers placed and any other activity taking place on his account. Bingoal will assume that any use of the login details was done by the User himself or allowed by him.

- 2.3. Consequently, Bingoal cannot be held liable for any negative consequences for the User resulting from illegal or fraudulent use or any other abuse of the login details and access to the Website by a third party not expressly authorised by the User.
- 2.4. Bingoal advises Users to use a username that is different from his first name and surname. After validation of the chosen name by Bingoal the user will no longer be able to change it.
- 2.5. The User gives Bingoal permission to mention his username on its own Website and that of its partners when the User makes a profit and/or obtains a gain after having used the services of the Website.
- 2.6. Saving, using and transferring login details are the sole and exclusive responsibility of the User. The User will be informed that the use of the automatic saving function for login details, which may be possible on his computer system, is inherently unsafe. The User expressly declares to assume full responsibility for the use and potential consequences of such functionality. The User can change his password at any time here: Forgot password?
- 2.7. If the User thinks his username and password are no longer confidential, if he thinks it may be known or used by a third party, the User must change his password immediately via the Website. Any unlawful use of the login details must be reported by the User to Bingoal via the contact form or via info@bingoal.com.
- 2.7. Bingoal reserves the right to demand the User to change his password if Bingoal is of the opinion that it is no longer sufficiently secure. In the event of problems, Bingoal has the right to deny the User access to the Website.

3. Personal data

Bingoal is compliant with the European General Data Protection Regulation (GDPR) for personal data communicated to us by its Customers. Personal data are processed in compliance with our Privacy policy which you can find here. Bingoal will take all necessary steps to protect the confidentiality of the personal data of its Customers/Users.

4. Suspension and closure of accounts

Bingoal will close the wagering account of Users who do not respect the general terms and conditions and in any of the following cases (non-exhaustive list). In general, especially in the event of violation of this agreement, Bingoal reserves the right to suspend or close a wagering account without the right to an indemnity and without prior notice, and without justification and to deny access to all or part of the services without prejudice to any indemnity Bingoal could claim from the User.

4.1. Account details

- 4.1.1. Bingoal has the right to close (a) wagering account(s) and take all necessary measures of Users who are not yet 18 years old.
- 4.1.2. Bingoal reserves the right to suspend or close a wagering account and deny a User any access to Bingoal's services without compensation and without prior notice in the event that the User fills in one of the mandatory fields of the registration form in a wrong or incomplete way on the basis of old, ridiculous or insulting information. Bingoal reserves the right to deny any User using false or incorrect information access to the Website.
- 4.1.3. When it is impossible for Bingoal to verify the correctness of the information provided for by the User or in the event that Bingoal suspects that the information provided for by the User is

incorrect or false, Bingoal reserves the right to warn the user that it may temporarily or definitely suspend or close the account and deny the User all access to the services.

4.2. Unlawful or prohibited use of the Website

- 4.2.1. Wagering or placing wagers is individual and personal. Each User must play in his own name and, as a consequence, denies himself the right to directly or indirectly proceed to any automated request to access the website. Any attempt of the User to use the prohibited support of artificial intelligence, automated software, systems and/or automated wagering systems or any other means enabling the Player to computerise the procedure for participation in any of the offered services, will result in the blocking of his account and temporary or definitive exclusion, without the possibility of appeal against such decision.
- 4.2.2. It is strictly prohibited to change or try to change the set-up of the services offered with whichever technique with a view to changing any element determining the results of a game.
- 4.2.3. It is prohibited to hack, try to hack or circumvent any security measures taken by Bingoal.
- 4.2.4. The User undertakes to use the website and any part related or included in it, such as hyperlinks, programmes, databases, editorial content, layout, in compliance with these general terms and conditions for the purposes determined for the services offered by Bingoal.
- 4.2.5. When Bingoal suspects the User to (try to) manipulate or commit fraud (for instance, use the Martingale wagering system), illegal practices, unfair or inappropriate activities, piracy, attempted illegal use of the Website, customer software and/or server software, violation of the play rules, violation of the general terms and conditions, carrying out fraudulent payments, including but not limited to the use of a stolen bank card or money laundering, Bingoal reserves the right to take whatever measure Bingoal deems appropriate including but not limited to, and in compliance with the applicable regulations:
 - i. Immediately blocking the User's access to the services;
 - ii. Closing the User's account;
 - iii. Seizing all funds in the User's account;
 - iv. Transferring this information (including the User's identity) to financial institutions, any relevant institutions and/or any person or entity legally entitled to this information;
 - v. Taking all legal steps vis-à-vis the User. In this case, the balance on the Player's wagering account will be paid back after deduction of a 10% administrative cost and on the condition that this balance was obtained in a lawful way. Profit obtained in an illegal way and/or the result of a free promotion will be cancelled in their entirety.

4.3. Illegal funds and practices

- 4.3.1. The User declares and guarantees to Bingoal that the capital he uses on the Website is not the proceeds of illegal activities and he undertakes not to use the services of the Website to transfer capital, carry out illegal or fraudulent practices, or any other prohibited transaction (including money laundering), in compliance with the laws of the legal territory he falls under.
- 4.3.2. Bingoal reserves the right to limit or deny any wager carried out by the User if there is a suspicion of illegal activity or transaction.
- 4.3.3. Finally, Bingoal reserves the right to inform the competent authorities, other providers of internet services, banks, providers of debit cards and electronic payment means, or any other financial institution of these facts and to communicate the identity of a User suspected of suspicious, fraudulent, illegal or unfair practices.

C. Use of your Bingoal account

1. Deposits

- 1.1. Deposits onto a User's wagering account is only possible with the use of electronic payments such as debit cards and/or bank transfers.
- 1.2. Wagers will only be valid with enough credit on the User's wagering account. Bingoal reserves the right to cancel the wagers after having been accepted wrongfully when it appears that the account was insufficiently credited. If any funds or winnings are erroneously credited to an account, it is the User's responsibility to inform Bingoal thereof. In such event, Bingoal will debit the erroneously credited amount from the account.
- 1.3. A non-exhaustive list of instances where a refund may be claimed by a player:
 - i. If a sports event is discontinued or has not yet started, Bingoal will refund the wager if it has not been started or played out within 48 hours of the initial start time and start date;
 - ii. Non-starters in cycling only may be reimbursed;
 - iii. Wagers on goal scorers in football will be refunded if the player did not participate in the match.
- 1.4. The Customer/User must deposit money into his account if he wants to place wagers. The money put into the account by the User will only be kept by Bingoal to enable the User to use it on the Website to place wagers or settling costs related to the use of Bingoal's services (see Appendix 1).
- 1.5. Money on the User's wagering account is only to be used for the services offered on the Website.
- 1.6. The Player's wagering account is not a bank account and cannot be used as such. The user will not receive any interests on deposits.
- 1.7. Once a request has been validated, payments are done by deposits through debit cards or other payment means, unless in the event of technical problems. All available payment methods are listed in Appendix 2.
- 1.8. It is prohibited to transfer or move money between Players' wagering accounts.
- 1.9. The player recognizes and is aware that it is unlawful to deposit money which consists of the proceeds of criminal activities.

2. Withdrawals

- 2.1. Withdrawals from wagering accounts is only possible after final validation of such account. A withdrawal is only possible when the payment method corresponds to the payment method from where the funds originated from.
- 2.2. If a player requests his withdrawal via a different payment method because of a closed bank account, player needs to send proof of account closure before the new account details can be used for the withdrawal.
- 2.3. Furthermore, Bingoal reserves the right to request details and documents deemed necessary to validate transactions (deposits or withdrawals).
- 2.4. Users do not owe Bingoal any commission for deposits or withdrawals, irrespective of the payment method used. It is, however, possible that Users will be charged by their bank or payment

institution for the cost of the transaction depending on the payment method used. Bingoal cannot be held liable for additional banking costs charged. We advise Users to seek prior information from the bank or payment institution about any possible transaction costs.

2.5. Administrative costs can be charged for withdrawals. These are listed in Appendix 1.

3. Placing wagers

- 3.1. Bingoal only accepts online wagers placed through any hardware (including mobile devices).
- 3.2. Bingoal reserves the right to accept or to refuse wagers partially or in their entirety without any prior notice and without justification. Wagers are placed at the User's risk and discretion.
- 3.3. Wagers are accepted in euros only.
- 3.4. It is the User's responsibility to ensure that the details of the wagers are correct. Once validated, the User can cancel wagers on the conditions laid down in the regulations applicable to these wagers. Commercial offers do not apply to wagers. After the start of an event, pre-match wagers are no longer registered and/or modified and/or cancelled on that event. After the start of an event, live wagers placed at that time on the event concerned can no longer be cancelled
- 3.5. It is the user's responsibility to ensure that the details of his wagers are correct. Once the bet has been validated, the user can only cancel it under the terms of the regulations applicable to the game.
- 3.6 All placed (and/or accepted) wagers are declared invalid if these wagers have been placed after the start of a related event and if the circumstances have changed in a direct and irrefutable way.
- 3.7. The deadline (closing time) indicated on the website is purely informative. Bingoal reserves the right to stop all wagering partially or entirely at its own discretion, if deemed necessary.
- 3.8. In the event that the relevant regulations do not hold a solution, Bingoal reserves the right to handle promotions individually at its own discretion on the basis of fairness and according to the generally accepted standards and wagering definitions.
- 3.9. A bet is considered effective as soon as the user validates his bet on the Website and it appears in his player history, unless it is in the "Awaiting Approval" status due to manual approval by the bookmakers. Every bet placed therefore contractually binds the user to Bingoal.
- 3.10. A wager requested by the User will only be valid once accepted by the game servers. Approval of a wager can therefore be subject to delays.
- 3.11. The User's balance will be appropriated to the wagers in the order in which they were placed and will not be available for any other use. Bingoal reserves the right to undo a transaction if it was made after placing a wager with money dedicated to this first transaction.
- 3.12. One and the same User cannot bet the same wager or the same combination several times. Any fractionation is prohibited. The same combination means the combination in which the User uses identical elements of a wager in a repetitive way, which may be refused by the organiser, and combines these with other elements in such a way that it disguises his way of acting.
- 3.13. "Syndicate wagering" where there is evidence of a series of wagers each containing the same selection(s) having been placed by or for the same individual or syndicate of individuals, is strictly prohibited by Bingoal.

- 3.14. "Influenced wagering", whereby an account holder or parties working together with an account holder and directly or indirectly circumvent Bingoal's rules, is prohibited by Bingoal.
- 3.15. Bingoal reserves the right to declare, at its own discretion, a wager partially or entirely void in any of the following situations:
 - i. Wagers are offered, placed and/or accepted based on a mistake;
 - ii. Wagers are placed during technical problems on the Website and would normally not have been accepted;
 - iii. In the event of "Influenced wagering";
 - iv. In the event of "Syndicate wagering";
 - v. A result was directly or indirectly influenced by criminal acts;
 - vi. A public announcement has been made related to the wagers, which has had a significant influence on the odds.
- 3.16. Users determine their own wages within the limits set out by Bingoal (for instance minimum wager, maximum wager per game, maximum amount that can be won for a placed wager) and as laid down in the regulations. If a winning wager was placed for an amount exceeding the account balance, it will be paid in proportion to the amount of the balance.
- 3.17. Bingoal reserves the right to correct any mistakes in the calculations of the balance in the User's account at any time, including for wagers the winnings of which have already been granted, without prior notice. Bingoal undertakes to inform the User of any corrections made.
- 3.18. Bingoal cannot be held liable for damage as a result of excessive use of a wagering account by a User.
- 3.19. Wagers on sports betting offered can only be done by natural persons of at least 18 years old.

4. Transactions and payment fraud

4.1. Liability

- 4.1.1. Users are responsible for the proper functioning of their account and for payment of the amounts payable to Bingoal. Users are expressly forbidden to block or cancel any payment to Bingoal of any amounts credited to their wagering account with their debit or credit card for whatever reason.
- 4.1.2. Bingoal may need to ask the User for more details of his bank account.
- 4.1.3. Users are warned never to use payment means of third parties not provided by Bingoal.

4.2. Control

- 4.2.1. Bingoal reserves the right to verify the creditworthiness of Users, with the assistance of financial institutions and third-party payment providers, depending on the details of the Users provided for upon registration.
- 4.2.2. Bingoal reserves the right to use electronic payment processors of third parties and/or financial institutions, managing the payments of the Customer made that are related to his use of the services.
- 4.2.3. Insofar as these third parties observe these general terms and conditions, the User accepts the general terms and conditions of the electronic payment means of these third parties and/or financial institutions.

4.3. Fraud

- 4.3.1. In the event of suspicious or fraudulent payments, including payments with a stolen debit card, or any other fraudulent act (payment blocking), Bingoal reserves the right to block the User's wagering account, cancel all possible payments made and recover any winning unjustly paid out. In such a case, the player will no longer be able to withdraw funds.
- 4.3.2. Furthermore, Bingoal reserves the right to inform all competent authorities or entities (including financial institutions) of any fraudulent payments or illegal practices, and to use debt recovery agency to collect all amounts payable.
- 4.3.3. Bingoal cannot be held liable for fraudulent use of debit cards or stolen debit cards, whether this theft has been reported by the card holders or not.
- 4.3.4. When Bingoal suspects that a User does not have the required minimum age to make use of Bingoal's services, it will pay back the wagered amounts as soon as possible. Furthermore, all winnings will be seized until the User can prove unequivocally that the required minimum age to make use of Bingoal's services is reached.

4.4. Financial interests

The amounts on the User's wagering account do not accrue interest.

D. Promotions

1. General

- 1.1. The use of promotions is limited to one person, family, email address, bank card number or IP. A Customer can only hold one wagering account, double accounts do not qualify for promotions.
- 1.2. If there is evidence that the use of a promotion results in guaranteed customer profits irrespective of the outcome, whether individually or as part of a group, Bingoal reserves the right to cancel this promotion and to reclaim the money arising from the promotional part. Furthermore, Bingoal reserves the right to charge the User an administrative fee to the amount of, or higher than the bonus value, to cover the administrative costs.
- 1.3. Bingoal reserves the right to change the rules of a promotion or cancel it at any time and without having to justify it.
- 1.4. Bingoal reserves the right to at its own discretion request sufficient evidence of the User's identity before granting a promotion to a new Customer.
- 1.5. Bingoal reserves the right to establish, at its own discretion, if the conditions for granting a promotion have been met.
- 1.6. If these conditions are not met, Bingoal reserves the right to take appropriate action at its own discretion.
- 1.7. If a certain promotion is subject to specific rules, on top of these rules, the specific rules will be expressly mentioned together with the promotion they relate to.
- 1.8. A promotion cannot be cumulated with other offers or promotions for new customers.

1.9. The bet credits and other risk-free wagers or free plays or bonuses obtained as a result of a promotion must be used first when wagering or wagering and cannot be paid out. The conditions of the profits of the amounts resulting from these credits will be established upon granting.

2. Bonus money

- 2.1. When placing wagers, the User's own money must be wagered before wagering the bonus money.
- 2.2. A single wager will not be divided over and contribute to play through conditions of multiple bonuses.

3. Free wagers and Cashback

What conditions must a Free bet or Cashback meet?

- 3.1. A Free bet can only be used on the sporting event or sporting events and on the bet type or bet types, as stated in the specific rules of the relevant Free bet.
- 3.2. With a winning Free bet, only the winnings of the bet are paid out and not the virtual bet stake.
- 3.3. The (virtual) stake of the Free bet must always be equal to the full amount of the Free bet.
- 3.4. The value of a Free bet cannot be split between different wagers.
- 3.5. The Free bet or Cashback must first be activated to be valid, and this before placing the bet.
- 3.6. A Free bet is only valid on single and / or combi, NOT on transfer wagers. Double selections are not permitted for combi wagers.
- 3.7. A combi bet may only contain those competitions that meet the conditions of the specific Free bet or Cashback, i.e.: with a combi Free bet on cyclocross all wagers must be on cyclocross.
- 3.8. A Free bet can only be used once within the period indicated. If the valid period expires without the Free bet being used, the Free bet will expire.
- 3.9. The pay-out on a Free bet is a maximum of 25000 euro (the win is the amount won minus the stake).
- 3.10. If a single Free bet or Cashback bet is placed on a selection that is subsequently invalidated or cancelled, the Free bet or Cashback option is cancelled. For a combi, a listing 1.00 is paid in case of cancellation or cancellation and we refer to our general rules concerning sports wagering.
- 3.11. Free wagers and Cashback wagers will be paid out within 24 hours of the official result being announced, with the exception of cancelled matches that may be played or resumed within 48 hours.
- 3.12. A Free bet is not refundable.
- 3.13. If the wagering limits for the player are lower than the Free bet value, only the lower wagering limit is applied as Free bet, the balance of the Free bet is forfeited.
- 3.14. With a Cashback bet only the first placed bet that meets the promotion conditions counts.
- 3.15. Only wagers with cash (not bonus money) are eligible for a Cashback.
- 3.16. Free wagers or Cashback wagers cannot be used on "raised odds" contests.

- 3.17. With a Free bet on live wagering, a Cash Out is only possible if the Cash Out amount is higher than the value of the Free bet.
- 3.18. In addition to the Free bet and Cashback rules, the General Terms and Conditions of Bingoal.com apply.

E. Winnings

Bingoal reserves the right to limit winnings on any single user wager. Bingoal reserves the right to limit the winnings on wagers or combinations of wagers of any User. More information on this can be found in the relevant paragraphs of the Sports Rules.

F. Use of the Website

- 1. The computer hardware or the mobile device and internet connection of the User can have an impact on the performance and/or functionality of the Website. The use of Acrobat Flash Player is recommended.
- 2. Statistics or editorial text published on the Bingoal website must be interpreted as additional information without Bingoal acknowledging or accepting liability for its correctness. The User must at any time remain acquainted with the circumstances of an event.

G. Complaints, disputes and legal competence

- 1. Customer services can be contacted for questions, complaints or disputes regarding the services offered via the contact form, on the email address info@bingoal.com or via the customer support section on Bingoal.com. The outcome of a complaint will be communicated within 30 days from the date on which the complaint is received. If a complaint remains unresolved the player can elect to settle the dispute by process of Alternative Dispute Resolution MADRE. The Alternative Dispute Resolution will be conducted before and decided by a single neutral and independent Alternative Dispute Resolution entity, namely the Maltese Alternative Dispute Resolution Entity. If the complaint is admissible as per the Dispute Resolution Policy and Procedure, Players must submit a complete claims form (https://madre-online.eu/file-a-claim-international) including a concise and clear summary of the complaint and any other documentation that may be deemed pertinent to a fair and quick handling of the complaint.
- 2. Every complaint relating to bank statements, or the account balance must be reported to Bingoal via email (info@bingoal.com) within a term of 14 days of the day of publication on the Website of the information giving rise to the claim. A continued use of the Website by the User for a period of more than 14 days from the date of publication of his bank statements and without any complaint in this respect, amounts to acceptance of this information by the User. Any amount accidentally and wrongfully credited on the User's wagering account must be reported to Bingoal by the User himself. If this error is not reported, any wagers directly or indirectly resulting from it will be cancelled automatically when the error is identified.
- 3. In the event of disputes or differences, parties agree to be subjected to the competence of the courts of Malta.

4. Bingoal reserves the right to withhold any winnings, payments, and withdrawals in the event of investigation by an official institution.

H. Evidential value of the elements kept by Bingoal

- 1. It is expressly agreed between the User and Bingoal that only Bingoal's information systems and files have legal validity. The electronic registers on Bingoal's information systems are kept under reasonably safe and reliable circumstances as evidence of the relationship and communication between Bingoal and its Users.
- 2. As a result, it is expressly agreed that, save in the event of obvious mistakes, Bingoal can appeal to the programmes, data, files, registrations and other elements (such as follow-up reports etc.) directly or indirectly created, received or saved by it on its information systems, as evidence of whichever act, fact or negligence, and that these elements will be declared admissible in a dispute resolution case.

I. Intellectual property

The information and the database accessible on the Website are the exclusive property of Bingoal. The use of these data remains private. This information cannot be used or copied for commercial or any other purposes.

1. Property of the distinguishing means

"Distinguishing means" means all marks, business names, trade names, commercial names, domain names or URLs, logos, photographs, databases, sounds, videos, animations, images, texts, etc. used on the Website (non-exhaustive list). The User is not granted any operational rights or rights to the Distinguishing Means (except for the right to visualise the Distinguishing Means on a computer screen when navigating on the Website). These rights remain the exclusive property of Bingoal or of third parties who contractually granted it the right to use them.

2. Unlawful reproduction

- 2.1. Any unlawful reproduction of the Distinguishing Means is deemed to be falsification and will be subject to civil and/or criminal sanctions.
- 2.2. Any software used on the Website, any software with which access to the Website can be obtained and all texts, comments, illustrations or images on the Website, or the Website grants access to, are copyright protected. The unlawful reproduction of it will be deemed to be falsification and will be subject to civil and/or criminal sanctions.

J. Liability

1. Availability of the Website and the Services

1.1. Bingoal will do the utmost to guarantee the availability of the Website 24 hours/day, 7 days/week. Bingoal undertakes to provide the services as a dedicated professional in the framework of an obligation to do one's best. It can, however, happen, that access to the Website or the services are interrupted for maintenance, updating hard- or software, emergency repairs to the Website, or

because of circumstances beyond Bingoal's control (such as interruptions in telecommunication connections and devices).

- 1.2. Bingoal undertakes to take all necessary measures to limit such interruptions, insofar as they can be attributed to it. The User recognises and accepts that Bingoal does not accept any liability for the inaccessibility, suspension or interruption of the Website or the Services.
- 1.3. Bingoal cannot be held liable for indirect or unforeseeable damage, including but not limited to loss of possible profit or chance and the cost of a service or replacement technology.
- 1.4. Bingoal cannot be held liable in any case for (without this being limited to):
 - Typos, transmission and/or transmission mistakes. Bingoal reserves the right to correct any mistakes regarding odds and/or results with retroactive power (such as mixing up teams, odds, results, ...);
 - ii. the transfer and/or reception of data and/or information via the internet;
 - iii. interruptions on the internet jeopardising the good functioning of one or more of the casino games or wagers on the Website;
 - iv. faults of reception material or communication lines; -routing problems;
 - v. the results of a virus, programming errors, irregularity or technical defects;
 - vi. any damage to the User's computer;
- vii. any technical, hard- or software related defect interrupting or limiting participation to one of the casino games or wagers on the Website or damaging the User's information system.

2. Use of the Website

The User accepts that Bingoal, its managers, agents, employees cannot be held liable in any way for damage as a result of use of the Website, whatever the reasons of the damage. Bingoal only offers its Users technical possibilities for the placing of wagers and cannot be held liable for its Users acts.

3. Force Majeure

Subject to the stipulations of these terms and conditions, Bingoal will not be liable for a fault as a result of force majeure, an accidental occurrence or as a result of a third party or a victim of damage that, beyond Bingoal's control, will prevent the provision of services under these general terms and conditions. Accidental occurrences are: breakdowns and technical problems of the material, software including the internet, not limited to interruptions, suspensions or closing down of the service. Users acknowledge that Bingoal cannot be held liable for damage as a result of these problems. Wagers

3.1. Connection

- 3.1.1. Setting up a connection with the Website and participation of the wagers, wagers and casino games on the Website is at the Customer's own risk. It is every User's responsibility to take the necessary measures to protect his own data and/or software on his computer against possible attacks (viruses, spam, Trojan horses, programming errors /bugs, etc.).
- 3.1.2. Bingoal cannot be held liable for the User's difficulties with or impossibility to connect to the internet.

3.2. Cancellations, evolution, suspension

3.2.1. Bingoal cannot be held liable if, for reasons beyond its control, one or more casino games are adjusted, suspended or cancelled. Any evolution or change of the Website's content can give rise to an update and/or temporary unavailability of the Website without Bingoal being held liable for this.

Bingoal reserves the right to interrupt or suspend one or more casino games or Website services at any time without prior notice and without justification.

3.2.2. In such event, Bingoal cannot be held liable and Customers are not entitled to any damages.

3.3. Hyperlinks

- 3.3.1. Bingoal may place direct links to other Websites on the Website. In such case the links are merely offered out of courtesy. Bingoal is not capable of controlling the content of these websites, access to these websites is at the Customer's own risk.
- 3.3.2. Bingoal cannot be held liable for the content, lawfulness and availability of third-party websites. Users acknowledge that Bingoal does not accept any liability for any loss or any damage as a result of access to or navigation to such third-party websites.
- 3.3.3. Bingoal undertakes to act as a dedicated professional and not to place any active hyperlinks to websites whose content can be deemed illegal. However, Bingoal is not capable of verifying the further evolution of the content of these third-party websites after placing the link.
- 3.3.4. Bingoal undertakes to remove any reference to other websites, the illegality of which has been reported to it by any means and in particular by sending a simple complaint to the following e-mail address: info@bingoal.com

3.4. Indemnification

Subject to other stipulations of this agreement, Bingoal's responsibility will not exceed the amount of 500 EUR (five hundred euros), if ever it was questioned, whatever the cause or form of the claim, all indemnification taken into account.

4. Invalidity of clauses

- 4.1. If one or more of the clauses of these general terms and conditions are invalid or not enforceable, the relevant stipulation(s) must be corrected in order to make it/them applicable.
- 4.2. The nullity and unenforceability of one clause will not affect the enforceability and scope of any other clause.

5. Changes to these general terms and conditions

- 5.1 These general terms and conditions can be amended from time to time. The most actual version will always be available on the Website.
- 5.2 Any changes to these terms and conditions will be notified to the players in advance, and the player must re-confirm acceptance before the changes come into effect. Players shall not be allowed to play unless they accept the new terms and conditions but shall be allowed to withdraw their deposit. The specific parts of these terms and conditions that have changed, were added or removed, shall be notified to the player before acceptance.
- 5.3 Any material changes to the Terms and Conditions shall be notified to the Malta Gaming Authority as soon as reasonably practicable and in any case thirty (30) days from the date on which the change was first notified to the players.

If you cannot find the answer to your questions, contact us.

K. Responsible Gaming

- 1. We support and promote Responsible Gaming. We have an array of self-protection mechanisms implemented on our website designed to help you stay in control. Further information on our Responsible Gaming policies and how you can enable self-protection mechanisms can be found on our page here: https://www.bingoal.com/en/my-account/play-responsible/. Should you have persons under the age of 18 in your household or should there be a possibility of minors accessing your device, be sure not to: divulge your account credentials, enable the "remember password" function on the login screens, share your credit card or bank account details with minors and to install reliable parental control software or internet filter software on the devices on which your account is being accessed.
- 2. You may set limits, as well as request to be self-excluded for a definite or indefinite (24 hours, 7 days, 30 days or 90 days) period of time by using the available tools provided in your account. Our customer support team are at your disposal to help guide you. Further information on limits can be found on our Responsible Gaming page here https://www.bingoal.com/en/my-account/play-responsible/
- 3. If you think you need a break from wagering, or you want to exclude yourself definitely or indefinitely, you may do so by accessing the Self-Exclusion feature on your account or contact us and we will disable your wagering account for a specific or unlimited period of time. In the event you self-exclude for an indefinite period, and you wish to revoke your indefinite period of self-exclusion, this will come into effect after the lapse of no less than 7 days from the day in which you gave us notice of the revocation. In the event you self-exclude for a definite period, and you wish to revoke your self-exclusion, this will come into effect no less than 24 hours from the day in which you gave us notice of the revocation. Any request to increase a limit will have immediate effect upon receipt. We will do our best to help you, but we shall not be liable, if you continue using our website with the intention of avoiding the measures put in place. Further information on self-exclusions can be found on our Responsible Gaming page here https://www.bingoal.com/en/my-account/play-responsible/.
- 4. Individuals who have not previously been registered as players, but who have contacted our helpdesk, requesting to be excluded from any future gaming activity, will not be accepted as registered players, unless and until we have received a request in electronic format to info@bingoal.com asking for his previous request to be ignored.
- 5. The Company shall not be liable for any direct or indirect consequential damages due to your quoted gambling addiction. The Company reserves the right to close any open player account, should we suspect the possibility of addictive behaviour taking place.
- 6. You are to be aware that if you activate self-protection mechanisms on other gambling sites, unless making use of the Malta Gaming Authority unified self-exclusion system for online B2C Operators, the Company will not be made aware of such a set-up.

Appendix 1: Available withdrawal methods and administrative costs related to withdrawals

Withdrawals will be processed via classical bank transfer. It may take up to 3 working days before the amount is credited. Weekends and official public holidays are not deemed to be working days to this end.

Withdrawal amount	Cost	
Equal to or higher than €30	No cost	
Smaller than €30	Administrative cost of €5	

The additional cost for transfers on bank accounts outside the EU are at the Customer's expense.

Bingoal reserves the right to charge €5 + 3% administrative cost for transactions (withdrawals and deposits) which are not intended to participate in Bingoal's wagers or casino games. For example, subsequent deposits and withdrawals without wagering.

The administrative cost is automatically withheld from the amount deposited on the Customer's bank account.

Appendix 2: Available payment methods

The available payment methods and costs are listed below.

Payment method	How long will it take?	Minimum per transaction [€]	Maximum per transaction [€]	Cost
Visa / Mastercard	1-10 minutes	10.00	5000.00	Free of charge
Online banking	1-10 minutes	10.00	5000.00	Free of charge
Skrill	1-10 minutes	10.00	2500.00	Free of charge
Neteller	1-10 minutes	10.00	2500.00	Free of charge
Paysafe	1-10 minutes	10.00	1000.00	Free of charge
Classic bank transfer	2-3 working days	10.00	10000.00	Free of charge

Appendix 3: AML practices

In accordance with the applicable prevention of money laundering and financing of terrorism laws and regulations the Company declares to use a number of procedures and measures designed to detect and prevent Money Laundering and the Funding of Terrorism activity. These will include the following:

- 1. Maintain an active and open relationship with the regulatory authorities and exchange relevant information when required;
- 2. Report to the relevant authorities any suspicious or fraudulent activity on the account. All such reporting will be done in accordance with applicable law and applicable data protection law;
- 3. Keep a record of certain documents;
- 4. Maintain a high level of internal security checks;
- 5. Carry out a correct and consistent assessment of risk for every request, financial or otherwise;
- 6. Properly register and identify each user / bettor through recognized KYC (Know Your Client) practices in accordance with the applicable prevention of money laundering and financing of terrorism laws and regulations; and
- 7. Monitor to maintain the security and traceability of all financial transactions.
- 8. Personal Data may be processed for Anti-Money Laundering purposes

Appendix 4: KYC practices

In order to properly identify and verify our users / bettors and carry out the proper KYC procedures we will:

- 1. Identify the user at the point of registration and for every money payment which is made by the user:
- 2. Verify, at minimum, upon the request of the first withdrawal and/or if the total accumulation of deposits equals or exceeds EUR 2,000 (or its equivalent in another currency), during a rolling period of one hundred and eighty (180) days.;
- 3. Verify the identity of the user / bettor based on documents, data and information provided by the same user / bettor or from a reliable independent source;
- 4. Keep a record of the operations carried out and requests made by the user / bettor;
- 5. Continue to monitor user / bettor activities and user's profile whilst the wagering account is active and during the course of the business relationship.
- 6. To verify your identity and to comply with the applicable prevention of money laundering and financing of terrorism laws and regulations, we reserve the right to request satisfactory proof of identity, such as, but not limited to, a copy of a valid passport, ID or driving license and satisfactory proof of address, such as a utility bill or bank reference letter. In order to be accepted as a customer on our website, the proof of residence document shouldn't be older than 3 months. Failure to supply such documentation may result in our refusal to open an account, or in the suspension or closure of your account.
- 7. The company reserves the right to perform background checks on any player and to request any relevant documentation, at all times and, for any reason, including (but not limited to) verification of the player's registration details, such as the name, address and age, occupation, verification of the player's financial transactions, financial standing, source of wealth, source of funds and/or gaming activity. The Company is under no obligation to advise the player in the eventuality that an investigation is underway. The Company may engage specific third-party companies to perform the investigations / background checks when deemed necessary.
- 8. The Company prohibits player collusion, cheating, game manipulation and chip-dumping. Should we identify any cheating or collusion patterns, we reserve the right to void any wager that we suspect has been made as a result of such behaviour and/or confiscate any funds on your account and close your account. Moreover, any player which has reasonable grounds to suspect that another player is taking an unfair advantage through cheating or collusion is to report the suspicion by sending an email on info@bingoal.com. Upon the detection of any activity referenced in this paragraph, any outstanding balance and wager on the player's account will be immediately frozen and the player will be informed of such occurrence by means of an internal message on his / her player account. Upon the Company sending the message to the player, the player will be given 7 days to justify his / her actions via electronic means by making contact on info@bingoal.com
- 9. If the 7-day period identified above lapses without any justification provided by the player or the proof is not accepted by the Company (as its sole discretion), any outstanding balance will be confiscated by the Company and open wagers will be voided.

Appendix 5: Cookie notice

This statement applies to the cookies of the Website (www.bingoal.com). The statement describes the types of cookies and their use on the Website. To view the complete Cookie Notice please click here.

Appendix 6: Privacy notice

This statement applies to the privacy of our players on the Website (https://www.bingoal.com/), the identity and contact details of Bingoal's data controller as well as their contact details, the purpose and legal basis of processing poersonal information. The statement describes the type of personal information Bingoal uses and how we use it and the players rights' to name but a few. To view the complete Privacy Notice please click https://www.bingoal.com/), the