

# **GENERAL TERMS AND CONDITIONS OF USE**

## **CIRCUS® NL**

### **General remarks**

Access and use of the services on this site are subject to the General Terms and Conditions of Use shown below, which you can print by clicking the "print" button on your browser or by selecting "Print" in the file menu, and which you can also download to your hard drive by clicking the relevant button. These General Terms and Conditions of Use contain legal information about viewing and using the services offered on the CIRCUS® NL ([www.circus.nl](http://www.circus.nl)) website,

Please read our General Terms and Conditions of Use carefully before visiting our Site or using it in any way whatsoever. By accessing this Site, the pages it contains, or the services offered, you explicitly acknowledge that you have taken note of these General Terms and Conditions of Use, and you undertake to comply with them unreservedly.

The CIRCUS® NL Site offers casino games and online betting. Use of gaming or online betting services requires you to create a personal account and explicitly and irrevocably accept these General Terms and Conditions of Use by checking the relevant box (the box next to "I HAVE READ AND ACCEPT THE GENERAL TERMS AND CONDITIONS OF USE AND THE PRIVACY POLICY OF CIRCUS® NL") on the Site. The Gaming Regulations, the Betting Regulations and our Bonus Regulations form an integral part of these General Terms and Conditions of Use.

If you do not agree with the content of these General Terms and Conditions of Use, we ask you not to visit or use the Site.

The CIRCUS® NL Website provides visitors with access to legal online gambling and betting games. To provide the best visibility, clarity, and gaming experience, and in accordance with the legal requirements and directives of the Dutch Gaming Commission (*Kansspelautoriteit*), the provision of online games is permitted via the acquisition of a license.

For the sake of clarity and to protect players against encountering games without their consent, it will be necessary, where applicable, upon your first connection to games in different classes, to state your game preferences. You can then enjoy an experience tailored to your personal choices, with discretion and transparency.

It is important that you research the laws in force in your country of residence before registering. Some casino games may be prohibited there by law or subject to certain conditions. CIRCUS® NL accepts no liability under any circumstances if one of the casino games or bets offered by CIRCUS® NL is illegal in your country of residence.

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## Article 1 - Identification

BETCA B.V. owns and is responsible for the Site, which is dedicated to gaming and betting, and will hereinafter be referred to collectively as 'CIRCUS® NL'.

BETCA B.V. is a public limited liability company under Dutch law, with its registered office at Jacob van Lennepkade 155H, 1054 ZL Amsterdam (not a visiting address) and company number 81770251. It holds a license under Dutch law to operate virtual online gaming room by means of software.

## Article 2 - Definitions

- **Player account:** refers to a personal account created by a private individual (the "Player") allowing them to access the Software under the conditions defined in this contract and enabling casino games to be played online and transactions relating to bets to be made; the account may be temporary or permanent.

- **Contract:** refers to all the clauses described in these Terms and Conditions of Use, the regulations and instructions for the Software, the casino games and bets, the Bonus regulations, and CIRCUS® NL's privacy policy available on the Site.

- **User/Player:** refers to any person aged 18 or over who has registered on the Site and holds a Player account, or any person accessing the Site and software without registering.

- **Software:** refers to all the programs, files, data, or any other content associated with the Site that allow the Player to participate in online gaming or to place online bets.

- **Player name and password:** refers to the name of the Player and the password the Player has chosen during registration for the online Site.

- **We/Us:** refers to CIRCUS® NL.

- **Playthrough:** refers to the number of times that the bonus amount must be bet before the bonus can be withdrawn by the Player.

- **Site/Website:** refers to the CIRCUS® NL website available under the URL [www.circus.nl](http://www.circus.nl).

- **You:** refers to the Player.

- **The Parties:** refers to the Player and CIRCUS® NL jointly.

- **Prohibited Act:** any act as referred to in Article 15.

## Article 3 - Modification

CIRCUS® NL reserves the right to unilaterally modify and update these General Terms

and Conditions of Use, access to and content of its Site, as well as the betting regulations, gaming regulations and bonus regulations at any time without prior notice. If the General Terms and Conditions of User are modified, players will be informed and will be asked to accept the new General Terms and Conditions of Use the next time they log in to the CIRCUS® NL Site by means of an appropriate message.

Any log in to the Site by the Player after being notified of changes in the functionalities of the Site or amendments to the General Terms and Conditions of Use will be deemed to be acceptance of the changes made.

#### **Article 4 - Protection of personal data and cookies**

We take the utmost care to protect the personal information You provide to us. You can find our data protection regulations [HERE](#) and our cookie policy [HERE](#).

#### **Article 5 - Creating a Player account**

Participation in the games or bets available on this Site requires You to create a personal Player account on our Site using the registration form provided. It is not possible to play or bet on our Site without a personal Player account.

Only physical persons who are legally competent, not under financial and legal guardianship or administration and aged 18 or older, who have not been declared bankrupt, and to whom the Debt Restructuring Natural Persons Act ('WSNP') does not apply, are authorized to create a Player account on a CIRCUS® NL Site. Moreover, the Player should not be prohibited from playing by the Kansspelautoriteit and/or by the legislation in force in their country of residence. The Player should not be listed in the Central Exclusion Register (Centraal Register Uitsluiting Kansspelen (CRUKS)) and they should set limits for their gaming behavior (see below article 11.3).

The provision of games is only available to physical persons aged 18 and over. CIRCUS® NL will verify the Player's age and identity by any means necessary and no-account activity will be allowed until the verification is completed. An account may be suspended until satisfactory proof of the Player's age is supplied to CIRCUS® NL.

Each physical person is entitled to have a maximum of 1 Player account on the CIRCUS® NL Site. The player account cannot be transferred to or used by a third party.

To create an account, simply click on the "Create my account" button and follow the on-screen instructions. To create an account, the Player must verify their identity and supply the following personal information:

- surname
- first name
- place of residence
- nationality
- title

- date of birth
- country of residence
- national registration number
- telephone number or mobile number
- postal address
- email address
- bank account number and the name of the account holder
- any other information requested during the online registration process.

All fields are mandatory and verified.

Furthermore, the Player must specify their login details indicating:

- A username of their choice (providing it is not already in use by another Player)
- An ID (username) that is different from the username
- A password of their choice.

CIRCUS® NL reserves the right to prohibit the use of usernames that it considers inappropriate. Only the username will be visible to other Players; the ID and password will remain strictly confidential.

The Player can amend their personal information and login details at any time, except for their name, place and date of birth, ID, and national registration number, by clicking on "My Account" on the Site's home page.

If You live in a country other than the Netherlands, you are responsible for checking that the legislation in your country allows You to register and play on our Site.

Once the information has been entered, you will be asked to accept the General Terms and Conditions of Use and our Privacy Policy by checking the box next to "I HAVE READ AND ACCEPT THE GENERAL TERMS AND CONDITIONS OF USE AND THE PRIVACY POLICY OF CIRCUS® NL". Furthermore, you must declare that You have duly taken note of the total costs of taking part in the games. You will not be able to continue the registration process without checking this box.

The Player can then access their "user account" space and the online gaming applications, and deposit money. The Player can deposit money into their Player account via the legal means available on the Site. As soon as the money is in their account, the Player can use it. All Player deposits are protected, and the Player is guaranteed to be able to recover their money in the event of the bankruptcy or insolvency of CIRCUS® NL as provided for in the regulations.

During registration, the Player will be sent an email containing a hyperlink to click to confirm their email address and to activate the function for withdrawing money from the Site. A page on the [www.circus.nl](http://www.circus.nl) Site will then inform the Player that the account has been verified.

CIRCUS® NL will acknowledge receipt of the documents You have sent and will perform all the verifications required to ensure the data provided in the online registration form matches the documents sent.

If the aforementioned registration conditions are not met or cease to be met, or the information provided is not or is no longer accurate/true/complete/up-to-date, CIRCUS® NL reserves the right to refuse to create the Player account or to close the Player account. In accordance with current legislation, if a Player no longer meets the requirements for maintaining their Player account, CIRCUS® NL must close the player's account.

## **Article 6 - Account and password**

You are always personally responsible for all activity on your Player account. You must keep your account information secret, especially your password, and all operations carried out under your account. You undertake to notify CIRCUS® NL immediately, using the following email address: [support@circus.nl](mailto:support@circus.nl), in the event of unauthorized use of your account or your password, or any security breach.

You may be held liable for any harm suffered by CIRCUS® NL or any other users of the Site due to the use of your ID, password or account by another person.

If You forget your password, click on the "FORGOT YOUR PASSWORD?" link on the Site home page and enter the email address associated with your Player account. CIRCUS® NL will then send You an email with a link allowing You to generate a new password.

CIRCUS® NL reserves the right to demand that You change your ID and password if it believes they no longer ensure adequate security.

CIRCUS® NL accepts no liability for loss or harm suffered by the Player as a result of unauthorized use of their login details by third parties, even without the Player's knowledge.

## **Article 7 - Obligations relating to use of the Site**

By using this Site, the Player undertakes:

- to use the Site or its services only for the purposes authorized by (a) the General Terms and Conditions of Use including the betting and gaming regulations and by (b) any law, regulation, practice or directive generally accepted in the Player's place of residence;
- not to disrupt or interfere with the security or to participate in any other form of abuse of the Site, the services, the system resources, accounts, servers or networks connected to or accessible via the Site or the related or linked websites;
- not to create or use a false identity on this Site;
- not to disseminate false information or illegal notices;

- not to attempt to obtain unauthorized access to the Site;
- not to use the Site for purposes that are illegal or liable to harm the reputation of CIRCUS® NL (or third parties);
- not to modify or attempt to modify, by means of any processes or tools whatsoever, the software, the gaming or betting mechanisms offered, specifically with the aim of changing the results;
- not to use or attempt to use stochastic calculation (martingales) or any software with artificial intelligence in relation to the use of the games or bets;
- not to harm the intellectual property rights of CIRCUS® NL or third parties;
- not to reproduce all or part of the content of the Site on any medium whatsoever without the authorization of CIRCUS® NL;
- not to use personal information which You might access via our Site to distribute unsolicited messages to the email inboxes of other web users ("spamming"), for any commercial or non-commercial purpose or in any other unauthorized way;
- not to upload, send, transmit by email or in any other way any content that might be illegal, harmful, threatening, abusive, constituting harassment, defamatory, vulgar, obscene, pornographic, threatening to other people's privacy, hateful, racist or objectionable in any other way;
- to comply with any tax liabilities;
- not to authorize a third party to use your account or to use payment methods or the user account of a third person or another Player, even with the latter's consent;
- to respond to any requests by CIRCUS® NL relating to your account and to communicate to CIRCUS® NL any document or evidence it deems useful relating to your age, your bank details, the deposits you have made, etc.

Furthermore, you agree that you are solely responsible for the actions and communications performed or transmitted via the Site and in particular from your account.

## **Article 8 - Player guarantees**

The Player declares and guarantees that:

- a) they have read and understood these General Terms and Conditions of Use and accept the rules pertaining to the casino games and bets available on the Site;
- b) they understand that they may win or lose money while participating in the games or bets on the Site and undertake to assume sole responsibility for the consequences of any financial losses, waiving any recourse in this regard against CIRCUS® NL;
- c) they are of legal age to create an account and are not legally prohibited from doing so;
- d) they are not prohibited from gambling by the Kansspelautoriteit, or any other body and they have not been banned from gambling on the Site by CIRCUS® NL;

- e) the information and personal data they supply are accurate, truthful and complete;
- f) the funds they will use to play or bet on the Site do not originate from an illegal source;
- g) they will not engage in criminal activities directly or indirectly involving a Player Account and undertake to not use the Services for the purpose of transferring funds or carrying out an illicit or fraudulent activity or any prohibited transaction (including money laundering, financial terrorism), in compliance with the laws of all the jurisdictions to which they are subject;
- h) they are not a professional player of any sport, in any competition or in any league for which CIRCUS® NL offers bets;
- i) they are not acting on behalf of a third party;
- j) they will take due care with the means of identification for login, take all reasonable measures to prevent its use by third parties and, to this end, will comply with any further regulations to be drawn up by the license holder if necessary;
- k) they are not part of the organization that provides the online games of chances (e.g., managers, individuals in key positions, individuals who come in contact with participants in the licensed games of chance when organizing the licensed games of chance, owners or co-owners of the club in question, athletes, trainers and referees, etc.);
- l) they have taken note of the addiction prevention policy;
- m) they acknowledge that we made them aware of responsible gaming behavior and the addiction care available in the Netherlands and anonymous help;

The Player undertakes to indemnify, defend and exonerate CIRCUS® NL, its directors, employees, representatives and suppliers, as well as any possible third-party partners, against any possible losses, expenses, harm and costs, including legal fees arising from any infringements by You of these General Terms and Conditions of Use.

## **Article 9 - How to use the games and bets**

### **9.1. General**

Participation in the games is exclusively remote via the Site, using the Player's ID and password.

The Site can be accessed via all computer equipment, specifically a PC, mobile phone or any other medium with an Internet connection (smartphones, iPhones, iPod Touch, gaming consoles, SmartTVs, etc.). Some games may require You to download specific gaming software.

In order to connect to the Site, the Player acknowledges and accepts that they must have hardware equipment and software as well as an Internet connection compatible with the conditions for provision of the games offered by the Site. CIRCUS® NL



recommends that Acrobat Flash Player and the following elements are available:

**Hardware and operating system:** PC: Windows XP or higher Macintosh: Mac OS X or higher

**Browser software:** IE 8 or higher with Javascript activated Firefox 5.0 or higher with Javascript activated

**Connection type:** min. ADSL 512.

If the Player does not have this minimum configuration, they may not be able use the Services offered online by CIRCUS® NL.

The Player will also ensure that the links via which they participate in the games or bets offered by CIRCUS® NL actually direct them to the CIRCUS® NL Site.

## 9.2. Games

You participate in a game by placing a stake of a certain amount equivalent to one of the suggested stakes. The stakes and possible winnings can be found in the game regulations. The Player has a free choice of stakes for each game. Any stake is immediately debited from the Player Account.

If the Player Account does not contain sufficient funds for the chosen stake, the Player will not be able to participate in the game of their choice.

The Player will immediately be informed of the result at the end of a game; any winnings will be credited to their Player Account. If a game is interrupted before the end by the Player, the latter will lose the chance of any winnings. If a game is interrupted before the end because of a technical problem, the Player must contact Customer Service immediately. Having analyzed how the game progressed and the technical problem, CIRCUS® NL will write a technical report taking into account the applicable game rules. To the extent permitted by law, the technical report on how this game progressed will constitute the sole evidence for calculating the loss or winnings and no discussion will be entered into.

If, for any reason, one or more games prove not to be or have been in compliance with the game rules or these conditions, CIRCUS® NL reserves the right to correct the results of these games so as to comply with the normal running of the game. Any incorrect winnings or losses during a game may also be corrected by CIRCUS® NL without prior notice to the Player. To the extent permitted by law, the technical report on how the erroneous game progressed will constitute the sole evidence for calculating the (corrected) loss or winnings and no discussion will be entered into.

The rules relating to the Games offered by CIRCUS® NL are subject to specific terms and conditions of use that You can view in each of the games.

## 9.3. Bets

### 9.3.1. Definitions

A "bet" is the choice of one possible outcome of many possible outcomes of an event. 'Real' bets are bets placed on sports events or other events, the stake for which is accepted by a betting office, a bookmaker, our Website, etc. 'Virtual' bets are bets managed by means of the instruments of the company providing the information. These are in fact virtual events which are related to the online games of chance and participation in these events occurs via a computer, tablet, etc.

A "bet slip" is the "slip" containing the information registered by the Player. It can contain one or more bets.

A "Single bet slip" is a bet slip containing one bet and one bet only. If the bet chosen by the Player is right, the slip will also be winning. The winnings for a "single" bet slip are calculated by multiplying the bet by the odds associated with the chosen bet.

A "Multi bet slip" is one containing between two and twenty different bets, all of which must be right for the slip to win. The "multi" bet slip will not be winning if even one bet is wrong. The "multiplier" concept is applied to the calculation of the overall odds of the bet slip and hence to its potential winnings. The latter are calculated by multiplying your stake by the product of the various odds on the bet slip.

Example: the Player bets 5 euros that Ajax will beat PSV (odds = 1.5) AND that Feyenoord will beat AZ (odds = 2), the final odds are  $1.5 \times 2 = 3$  and the total winnings will be 15 euros (5 euros  $\times 1.5 \times 2$ ) if Ajax and Feyenoord both win.

If PSV wins and Feyenoord draws, it will be a losing bet.

If one of the bets on the multi bet slip is canceled, the winnings are then calculated on the basis of the remaining bets if they are all winning bets.

Example: the Player bets 5 euros that Ajax will beat PSV (odds = 1.5) AND that Feyenoord will beat AZ (odds = 2) AND that Paris will beat Toulouse (odds = 2.5).

The final odds are  $1.5 \times 2 \times 2.5 = 7.5$  and the total winnings will be 37.50 euros (5 euros  $\times 1.5 \times 2 \times 2.5$ ) if Ajax Feyenoord and Paris win. If the Ajax match is postponed by more than 48 hours, the bet will now only be valid for the Feyenoord and Paris matches. The final odds are therefore  $2 \times 2.5 = 5$  and the total winnings will be 25 euros (5 euros  $\times 2 \times 2.5$ ) if Feyenoord and Paris win.

If one of the bets on the multi bet slip is void, the winnings are then calculated on the basis of the remaining bets if they are all winning bets. This could be the case when You bet on a handicap market.

Example: the Player bets 5 euros that Ajax will win with handicap 2.0 at PSV (odds = 1.5) AND that Feyenoord will beat AZ (odds = 2) AND that Paris will beat Toulouse

(odds = 2.5).

The final odds are  $1.5 \times 2 \times 2.5 = 7.5$  and the total winnings will be 37.50 euros (5 euros  $\times 1.5 \times 2 \times 2.5$ ) if Ajax Feyenoord and Paris win. If Ajax lose the match by a 2-goal margin, this outcome is void (1.00). The final odds are therefore  $2 \times 2.5 = 5$  and the total winnings will be 25 euros (5 euros  $\times 2 \times 2.5$ ) if Feyenoord and Paris win.

For multi and system bets, it is possible that your final winnings are not equivalent to the one shown previously at the time Your bet was placed. If one of the bets is voided or canceled, the odds of this bet are changed to 1.00. The rest of your bets remain valid, the winnings are then calculated on the basis of the remaining bets if they are all winning bets.

A "system bet slip" is a special bet slip containing a selection of 3 to 8 different bets.

This is the most "complete" bet slip there is. This is because, with a "system" bet slip, You can accumulate the equivalent of many bet slips from your selection. You can put stakes on multi bets and partial multi bets.

- With 3 bets on the bet slip, You can create 1 "multi" bet slip with 3 bets, and 3 "double partial multi" bet slips (in other words, 3 slips where the 3 bets are combined 2 by 2).

- With 4 bets on the bet slip, You can create 1 "multi" bet slip with 4 bets, 6 "double partial multi" bet slips (in other words, 6 slips where the 4 bets are combined 2 by 2) and 4 "triple partial multi" bet slips (in other words 4 slips where the 4 bets are combined 3 by 3.).

- etc.

Warning! For each line (double, triple, etc.) your stake is multiplied by the number of possible results. For example, if You have 6 bets on your bet slip and You decide to put your stake on a "quadruple" line, your stake will be multiplied by 15 (because it is possible to make 15 combinations of 4 bets from a selection of 6 bets) to improve your chances.

On "special system bet slips" You can bet on special systems, which are all the pre-defined combinations with an equal stake on each. The precise definitions are shown below.

Bets	Type	Doubles	Triples	Quadruples	Quintuples	Sextuples	Septuples	Octuples	Total
3	Trixie	3	1						4
4	Yankee	6	4	1					11
5	Canadian	10	10	5	1				26
6	Heinz	15	20	15	6	1			57
7	SuperHeinz	21	35	35	21	7	1		120
8	Goliath	28	56	70	56	28	8	1	247

- So, for a selection of 3 bets, You can bet once on 4 different combinations (Trixie).
- For a selection of 4 bets, You can select the "Yankee" which covers 11 different combinations.
- Etc.

"Trixie": system based on a selection of 3 bets comprising three double combinations and a triple combination (4 bets in total). At least two bets must be right for You to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Yankee": system based on a selection of 4 bets comprising six double combinations, four triple combinations and a quadruple combination (11 bets in total). At least two bets must be right for You to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Canadian": system based on a selection of 5 bets comprising ten double combinations, ten triple combinations, five quadruple combinations and a quintuple combination (26 bets in total). At least two bets must be right for You to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Heinz": system based on a selection of 6 bets comprising fifteen double combinations, twenty triple combinations, fifteen quadruple combinations, six quintuple combinations and a sextuple combination (57 bets in total). At least two bets must be right for You to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Super Heinz": system based on a selection of 7 bets comprising twenty-one double combinations, thirty-five triple combinations, thirty-five quadruple combinations, twenty-one quintuple combinations, seven sextuple combinations and a septuple combination (120 bets in total). At least two bets must be right for You to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

"Goliath": system based on a selection of 8 bets comprising 28 double combinations, 56 triple combinations, 70 quadruple combinations, 56 quintuple combinations, 28 sextuple combinations, 8 septuple combinations and 1 octuple combination (247 bets in total). At least two bets must be right for You to collect any winnings. The exact amount of your winnings depends on the number of bets that are right.

### 9.3.2. Registration of a bet slip

A bet slip is registered by placing a bet for a certain amount, with a free choice of games, and confirming the bet slip. The total stake for the bet slip is immediately debited from the Player Account.

If the Player Account does not contain sufficient funds for the chosen stake, the Player will not be able to register the bet slip of their choice.

Bet slips cannot be canceled once they have been accepted. The Player must ensure that the information relating to the bets they have made is correct.

The Player has sole responsibility for checking the bet slip.

The Player is deemed to have approved and tacitly accepted all the information on the bet slip unless they request cancellation. This presumption is irrevocable from the moment it is no longer possible to challenge the information on the bet slip.

The only currency accepted for placing bets on CIRCUS® NL is the euro.

All betting selections are subject to the pre-set limits defined solely at the convenience of CIRCUS® NL.

Players are obliged to place their bets personally.

The possible winnings are determined by the bet and the odds offered and can be viewed immediately. The Player will be informed of the result as soon as possible after the end of a bet; any winnings will be credited to their Player Account.

If a result should prove to be incorrect and any winnings have already been communicated to the Player, CIRCUS® NL reserves the right to make the necessary corrections without prior notice. CIRCUS® NL reserves the right to limit the amount of the individual or collective stake per bet and/or per day and/or per month.

#### 9.3.3. Correction of errors

All the odds are subject to variation and become final at the time a bet is placed. Nevertheless, CIRCUS® NL reserves the right at any time to correct obvious errors in the inputting of the odds for the bets, or to cancel bets placed on the basis of odds that are obviously incorrect.

CIRCUS® NL cannot be held liable for any obvious display error for odds, results or any other information, and no Player may make any claim for damages as a result of such an error.

An "error" is a mistake, a typographical error, a misinterpretation, a misunderstanding, a misreading, a misinterpretation, a misspelling, a technical error, a registration error, a transaction error, a clerical error, a case of force majeure and/or similar. A non-exhaustive list of examples of errors includes:

- Bets accepted during a technical problem, but which would not have been accepted under normal circumstances;

- Bets placed on events/other gambling opportunities when their outcome is already known;
- Bets on events where the participants are found to be improper;
- Bets placed on odds that are materially different from those available for the events at the time the wager was placed;
- Offers of bets whose odds reflect an incorrect or different score;
- Clearly incorrect odds based on the probability of an event happening at the time the bet was placed.

#### 9.3.4. Limitation of stakes

The maximum and minimum amount of a stake authorized for all sports betting is defined by the "bookmaker", who reserves the right to change this without notice. Moreover, CIRCUS® NL also reserves the right at any time to impose specific limits on certain Player accounts or during certain events. The bookmaker has the right to limit the maximum bet, the odds on certain events, as well as to limit or increase the maximum bet or the odds for a Player without warning or providing a reason.

If a Player places one or more bets with potential winnings in excess of the defined limit of winnings, CIRCUS® NL shall be entitled to reduce the amount of the stake by the amount required to comply with the winnings limits at any time, including after the result is known.

If You are suspected of fraud, connivance or illegal or improper activity, We reserve the right to limit Your bets or declare them (partially) invalid.

#### 9.3.5. Late bets

If, for any reason, a bet is placed after the start of the competition, it will be declared invalid (this provision does not concern bets in play) and will be refunded. The same will apply to bets on competitions where the result is already known at the time the bet is placed.

Any dispute by the Player about the precise time at which the competition started must be based on official information issued by the organizers of the competition confirming the precise start time. If the player is unable to provide such documents or information from the competition organizers, the start time recorded by CIRCUS® NL will apply and will be deemed the only one valid for bets registered for this competition.

If a live bet is placed and erroneously registered on an event that has already occurred, CIRCUS® NL reserves the right to recover the winnings incorrectly credited.

#### 9.3.6. Return

If a "return" is announced for a bet, this means that the bet wins with a factor of "1". In the case of a "single bet", this implies that the Player will recover the amount of their bet. For "multi bets" or "system bets", the total coefficient will be modified taking account of the "return" affecting one of the competitions.

#### 9.3.7. Suspension of an event

An event will be deemed to have been suspended if it is called off at a point earlier than the minimum playing time for the competition it is part of. If the event is permanently suspended, it will be deemed to have been canceled and any bets will be refunded.

#### 9.3.8. Changes to the start of an event

If the start time of an event changes, all bets on this event will be refunded unless otherwise specified in the sports regulations.

#### 9.3.9. Changes to the venue of an event

If an event is moved to a venue that is considered "neutral territory", the bets will remain valid and the odds will be unchanged. Bets will be refunded if the playing venue is changed to that belonging to the team supposed to be the away team.

Bets will remain valid for events where the competing teams are from the same city and the events are moved to a different venue in the same city. For international events, bets will only be refunded if the playing venue is moved to that belonging to the team supposed to be the away team.

#### 9.3.10. Results of bets

CIRCUS® NL will verify the results of an event based on the official results announced at the end of the competition. The bets will be calculated based on the results published on the CIRCUS® NL Site under "Results". Nevertheless, in the event of discrepancies in the results issued by more than one official source or in the event of an obvious error, CIRCUS® NL reserves the right to determine the final result.

Any complaints relating to the accuracy of the results shown on the CIRCUS® NL Site must be based on the official results (in particular the results shown on the site of the official bodies responsible for the event) to the exclusion of any other source of information.

Specifically, the results of the bets will be settled based on information obtained from the following official sites:

<https://www.knvb.nl> - Soccer Netherland

[www.uefa.com](http://www.uefa.com) - Champions League, UEFA Cup, selected matches and European Championship (soccer)

[www.fifa.com](http://www.fifa.com) - Confederation Cup, selected matches and World Cup (soccer)

[www.beto.gr](http://www.beto.gr) - Soccer Greece

[www.bundesliga.at](http://www.bundesliga.at) - Soccer Austria [www.turkish-soccer.com](http://www.turkish-soccer.com) – Soccer Turkey

[www.rfpl.org](http://www.rfpl.org) - Soccer Russia [www.premierleague.com](http://www.premierleague.com) – Soccer England

[www.sportinglife.com](http://www.sportinglife.com) - Soccer England

[www.gazzetta.it](http://www.gazzetta.it) - Soccer Italy

[www.bundesliga.de](http://www.bundesliga.de) - Soccer Germany

[www.marca.com](http://www.marca.com) - Soccer Spain

[www.lfp.es](http://www.lfp.es) - Soccer Spain

[www.lfp.fr](http://www.lfp.fr) - Soccer France

[www.mlssnet.com](http://www.mlssnet.com) - Soccer USA

[www.goalzz.com](http://www.goalzz.com) - Soccer

[www.nfl.com](http://www.nfl.com) - American Football

[www.basket.ru](http://www.basket.ru) - Basketball Russia

[www.nba.com](http://www.nba.com) - Basketball (NBA)

[www.euroleague.com](http://www.euroleague.com) - Basketball Europe League

[www.ulebcup.com](http://www.ulebcup.com) - Basketball (ULEB)

[www.nhl.com](http://www.nhl.com) - Hockey NHL

[www.fhr.ru](http://www.fhr.ru) - Hockey Russia

<https://www.nijb.nl/> - Hockey Netherlands

[www.rusbandy.ru](http://www.rusbandy.ru) - Bandy Russia

[www.atptennis.com](http://www.atptennis.com) - Tennis ATP

[www.wtatour.com](http://www.wtatour.com) - Tennis WTA

[www.mlb.com](http://www.mlb.com) - Baseball



<https://www.knbsb.nl/> - Baseball

[www.eurohandball.com](http://www.eurohandball.com) - Handball

<https://www.handbal.nl/> - Handball

[www.fide.com](http://www.fide.com) - Chess

[www.volley.ru](http://www.volley.ru) - Volleyball Russia

[www.volleybal.nl/](http://www.volleybal.nl/) - Volley Netherlands

<https://www.rugby.nl/> - Rugby

<https://www.nttb.nl/> - Table Tennis

<https://www.knhb.nl/> - Field hockey

<https://www.atletiekunie.nl> - Athletics

Other sources of information may be used to determine the results if necessary. In exceptional circumstances, CIRCUS® NL or the organizer of the bet reserves the right to use video imaging to determine the final result.

During events broadcast live, the results deemed to be valid will be those announced immediately at the end of the event/competition. Any subsequent change to these results will be disregarded when determining the winning bets.

In cases where more than one team or more than one player is declared a winner at a competition, the coefficient of winnings is divided by the number of winners.

If an event/tournament is suspended, this suspension will not affect bets made on a part of the event/tournament (such as bets on the player to score the next goal, or who will win the next leg of the tie) once the results of these bets are known and corresponding bets are deemed to have been completed.

If a match is definitively deemed to be unfinished, all bets made on the match will be canceled and refunded unless otherwise arranged, including when the results are considered final at the end of the interruption.

Unless otherwise specified in the sports regulations, the result announced on the date of a match is in principle the one that will be used to determine the winning bets.

Any subsequent amendment of the result by the official or disciplinary authorities will be disregarded for determining the winner of the bets.

#### 9.3.11. Collusion and syndicates

Players must make their bets individually. If one or more players attempt to make the same bet several times, the amounts bet may be canceled. Any attempt at collusion or intention to participate directly or indirectly in collusion relating to a bet, or syndicate betting is strictly forbidden. We are able to detect bets made in collusion; these may be declared invalid and canceled by CIRCUS® NL at any time, including after the event. A "syndicate bet" is an act, not authorized by CIRCUS® NL, in which an account holder or parties acting in association with an account holder do not comply with the CIRCUS® NL rules, directly and indirectly. When it is clear any account holders have acted in this manner, CIRCUS® NL reserves the right to cancel bets and/or defer payment of winnings until the conclusion of an enquiry.

In the event that CIRCUS® NL has reasonable grounds to suspect that a series of bets has been placed by a player or a group of players and which, as part of a bet, a bonus, a free bet or any other promotional offer, is based on guaranteed profits for the customer(s) irrespective of the result, CIRCUS® NL reserves the right to recover the bonus, pay the exact odds, cancel bets and/or cancel the bets financed by the bonus or bonus winnings.

#### 9.3.12. Competition fraud

If fraud, match-fixing, or any other irregularities that could compromise the integrity of a sporting event or a bet is suspected, the event in question will be suspended from the list of events and bets on this event will no longer be verified. The bets may be canceled, and the stakes refunded. CIRCUS® NL reserves the right to suspend access to the account until any investigation it deems necessary is completed.

#### 9.3.13. Failure to take part in a competition

Unless otherwise specified in the sports regulations, if a (sports) competitor cannot take part in an event for any reason, where a bet relating to them has been placed on this event, the bet will be deemed valid, and the Player's stake will be forfeited.

However, a bet will be canceled and refunded in the following situations:

- the event/tournament is canceled.
- the event/tournament is declared null and void.
- the venue for the event is changed.
- the event/tournament is suspended.

For "whichever is the greater" type bets, a result with two items of data is required to determine the winning bet. If one of the competitors refuses to take part in the competition/tournament, the bet will be refunded.

#### 9.3.14. Cancellation of a bet

CIRCUS® NL reserves the right, at its discretion, to declare a bet fully or partially void, specifically in the following situations:

- the bets were offered, placed and/or accepted due to an error;
- the bets were made when there were technical problems with the Website and would not normally have been accepted, which is or can be demonstrated by the bet organizer and/or CIRCUS® NL;
- in the event of an influence bet (act in which an account holder or parties acting in association with an account holder can influence the result of a meeting or event, directly or indirectly);
- in the event of syndicate bets;
- in the event of multiple accounts (non-exhaustive list of potential links: similar registration details, links by IP address, similar types of bets, etc.);
- in the event of a result directly or indirectly affected by criminal actions;
- in the event of a public announcement made in relation to a bet and which significantly alters the odds or in the event of a public announcement of the results during the bet validation period;
- in the event of an influence bet in which an account holder or parties acting in association with an account holder can influence the result of a meeting or event, directly or indirectly.

Moreover, if an event has just been canceled or postponed, the bets may be maintained for a certain period from the time initially scheduled for the event to start in compliance with the sports regulations for which the bet was made.

##### a. Pre-match betting

- A bet that takes effect after an event has started;
- A bet that takes effect after an associated event takes place and when conditions might have been altered in a direct and indisputable manner.

##### b. Live betting

- Bets made at an incorrect price due to delayed live coverage or failure of live coverage;
- Bets made on specific events after they have taken place, or after an event that could otherwise be considered as leading to the outcome has occurred or is in progress (e.g., bets made on results such as "total goals scored" or "next goal" when there is a penalty or when a penalty is awarded);
- Bets made on odds that represented a score that is different from the actual score.

#### 9.3.15. Sports regulations

Any additional information or rules about bets relating to a specific type of sport will be summarized in the sports regulations, which You can find [HERE](#).

In the event of a contradiction between these general provisions relating to bets and the sports regulations, the latter shall prevail.

#### 9.3.16. Particular bets

In the event of bets on "even numbers / odd numbers", irrespective of the sports or the stake (such as the number of goals / cards played / mistakes, etc.), if the result is "0", the result of the bet will be deemed to be an "even number".

All bets on the number of medals won during a competition are calculated according to the official medal table at the end of the competition. Any change made subsequently by the authorities responsible for the competition will be disregarded.

All medals won by the members of a country's team during competitions are added up once, regardless of the number of sportsmen/women or players making up the team.

#### 9.3.17. Prohibited bets

Players must place their bets on an individual basis. Any attempt at collusion or intention to participate, directly or indirectly, in collusion activities relating to a Bet or to bet in syndicate is strictly prohibited.

CIRCUS® NL reserves the right to void any wager that conflicts with the following rules, to suspend winnings during the investigation period and to take sanctions against the player concerned by any of the following:

- betting mostly on minor competitions;
- betting mostly on wrong odds;
- betting by repeatedly abusing the Site's possible errors;
- betting with the use of robots or software allowing automatic betting.

#### **9.4. Cash Out - Terms of Use**

- I. The "Cash Out" feature allows the Player to settle a bet completely or partially before its outcome is known.
- II. The bets available for a "Cash Out" are tagged by a specific label in the Sportsbook section. They are defined at the discretion of the operator.
- III. The "Cash Out" is limited to the amount proposed by the operator and displayed in the dedicated section.
- IV. The amount proposed for a "Cash Out" varies according to the evolution of the odds.
- V. The "Cash Out" feature is available in Pre match and Live, on Single or Multi bets.  
The "Cash Out" function is not available for System bets.
- VI. If a player decides to partially "Cash Out" their bet, the unredeemed part of the

original stake is placed on the initial odds. Example: You place a single bet of €100 with odds of 3.00. The current odds are now 2.00 and the Cash Out offer shown is €200. You decide to partially cash out your bet for €100. As You will have cashed out half the offer (€100 out of the €200 originally offered), the remaining half of your original stake will now be placed again at the initial odds. (€50 on odds of 3.00).

- VII. For partial "Cash Out", the minimum remaining stake must be €0.50. The minimum amount the Player can cash out is €0.10.
- VIII. Bets placed to obtain a specific promotion (Freebet, Cashback, etc.) will not be available for "Cash Out".
- IX. Bets placed with Freebets will not be available for "Cash Out".
- X. A bet that is cashed out, even partially, will not be considered in any Bonus Playthrough requirements.
- XI. The decision to cash out a bet is irrevocable; the Player will not be able to solicit the cancellation of the cashed-out bet.
- XII. The Operator reserves the right to deactivate / suspend the "Cash Out" function for a specific player without justification or prior warning.
- XIII. The Operator reserves the right to refuse / cancel a "Cash Out" request if:
  - a. The odds of the bet have changed.
  - b. The "Cash Out" has been offered incorrectly.
  - c. The result of the bet is already known when the player initiates the "Cash Out".
  - d. A player abuses the function.
- XIV. The Operator does not guarantee the availability of the functionality continuously, even if the "Cash Out" had been previously announced as being available for the bet.
- XV. The Operator cannot be held responsible if the "Cash Out" feature is unavailable for technical reasons or for any other reason whatsoever.
- XVI. Bets placed that are available for "Cash Out" can be found in the Bet History section.

## **Article 10 – Bonus and Circus CLUB**

10.1. The general part of the Bonus Rules is established in this Article 10. Additional terms may apply to each promotion and can vary. The Player can view any additional Bonus Rules, categorized per type of promotion, [HERE](#).

10.2. The Circus CLUB is only intended for players 24 years and older. Participation in the Circus CLUB is prohibited for vulnerable players as defined in the Responsible Gambling Policy Rules of the Kansspelautoriteit and for all players under 24.

10.3. CIRCUS® NL additionally offers Players who are meeting the requirements of this Article 10 the opportunity to participate in a loyalty program (hereinafter called the “Circus CLUB”), the content and operation of which are described [HERE](#).

Circus CLUB is intended to reward the loyalty of the Player for each bet made and makes it possible to earn gifts, bonuses or withdrawable cash.

The rules concerning the Circus CLUB rules are defined below:

10.3.1. By registering for the Circus CLUB, the Player declares that they have read and accept the terms of operation of the Circus CLUB described in the program available [HERE](#).

Any reward offered by CIRCUS® NL as part of the Circus CLUB is subject to the Player complying with these General Terms and Conditions of Use. CIRCUS® NL reserves the right to cancel any reward offered to the Player in the event of breach of these terms, in the event of misuse of the Circus CLUB by the Player or a technical error.

10.3.2. If Circus reasonably suspects that a player abuses a promotion or bonus or no longer meets the requirements to participate in the Circus CLUB, Circus reserves the right to exclude the player from the promotion or bonus or the Circus CLUB. In the latter case, Circus is free to decide at its own discretion what happens to already accumulated Circus Coins or points.

10.3.3. A participant is only entitled to a promotion once. This means that the chosen welcome bonus or other promotion is awarded to the player once per IP address, computer, family, home address, e-mail address, telephone number and IBAN. If there are several participants per one of these elements, only the first registered participant will receive the relevant promotion.

10.3.4. The bonuses offered by CIRCUS® NL as part of the Circus CLUB are, except as otherwise provided in the above program, also governed by the aforementioned Bonus regulation.

10.3.5. The gifts offered to the Player as part of the Circus CLUB are subject to the following rules.

- a) The Player declares that they have been informed that the gifts offered as part of the Circus CLUB are not provided by CIRCUS® NL; these gifts are offered to the Player through the Circus CLUB as an intermediary and are provided directly to the Player by the partner chosen by CIRCUS® NL. Consequently, the Player acknowledges that CIRCUS® NL does not assume any obligation on those grounds and undertakes to address any claims to the said partner, of

any nature whatsoever, in connection with the gifts offered.

In particular, CIRCUS® NL disclaims any responsibility for the availability of the gifts; under no circumstances can CIRCUS® NL be held responsible if the partner is, for any reason whatsoever, unable to deliver the gift offered on the Circus CLUB.

Similarly, CIRCUS® NL disclaims any responsibility for the conformity of the gifts provided by this partner. For example, the Player acknowledges that the photographs of the gifts published in the Circus CLUB are indicative; CIRCUS® NL does not endorse any general or particular warranty obligation; similarly, the player exempts CIRCUS® NL from liability:

- in the event of non-compliance by the partner with the methods of delivery that may be stated within the context of the Circus CLUB;
  - in the event of apparent or hidden defects of the gifts provided by the partner;
  - in the event of damage, of any nature whatsoever, caused directly or indirectly to the Player or to a third party, resulting from the gift offered by the Circus CLUB.
- b) The Player has a free choice of gift from the list offered by the Circus CLUB, up to the number of CLUB points they have accumulated and subject to the Player complying with these General Terms and Conditions of Use. However, gifts are not exchangeable once the Player has made their choice.
- c) There is no charge for the delivery of gifts, however, CIRCUS® NL reserves the right to charge the Player for the delivery of gifts outside the Netherlands.

## **Article 11 - Depositing and withdrawing money**

11.1. The Player's use of the Player account is strictly limited to their participation in the online gaming and betting available on the Site and excludes any other use, especially as a bank account. In addition, the following applies:

- a) Funds must be deposited by a Player with the intention of participating in the online games or betting available on the Site;
- b) Unless there is a bonus restriction, the balance can be withdrawn at any time. There is no minimum withdrawal amount, and withdrawal requests are processed without unnecessary delay. If there are suspicions of fraud, money laundering, or terrorist financing, Circus has the right to refuse withdrawal until those suspicions are fully resolved.

11.2. Under no circumstances can any amount of money associated with a Player account accrue interest.

11.3. Limits and automatic withdrawals

Players are informed that they have to set their personal limits for all the gaming and betting they take part in on the Website. In that regard, the Player will have to limit:

- the maximum duration they can access the Player interface per day, week or month
- the maximum deposits into the account per day, week or month
- the maximum credit in the account. If the credit in the account is higher than the set maximum credit on the account, an automatic transfer to the Player's bank account will take place. The minimum amount of such transfer is € 10.

To set the limits, the Player must go to their Player account settings where they can set amounts in order to limit their deposits, access and credit. They can do this for a period of 24 hours, 7 days or 1 month.

If Players increase their personal deposit limit, they are informed and unreservedly accept that they can only play with this increased limit after **7 days (one week)** have passed as of said increase.

In the event that the Player has raised their limit two times consecutively, a waiting period of **7 days (one week)** must be observed between the two successive increases.

A decrease in the deposit limit amount will have immediate effect.

Subject to compliance with all the provisions of these General Terms and Conditions of Use, CIRCUS® NL undertakes to execute any withdrawal of winnings at the Players' first request insofar as and providing that the Player account balance is in credit.

CIRCUS® NL will only pay out any amount of money providing the Player does not owe any money to CIRCUS® NL and, having checked that the game or bet has been run properly, that there has been no cheating, fraud or any software or human error that may have led to unjustified winnings or an unfounded loss.

11.4. Are you afraid that you will play through or bet the credit on your player account? Then set up an automatic transfer. This way you determine how much credit you want to have on your player account. Do you exceed that amount? Then a transfer will be made automatically to your bank account. Do you want to keep more credit available on your account later? Then you can adjust the amount at any time. Please note that if you choose to increase the amount, this change will take 7 days. Do you want to lower the amount? Then this change will take effect immediately.

**BEWARE:**

The automatic transfer only takes effect when you close your active game session. As long as your game session is still active, the balance that exceeds your set limit will not be automatically transferred to your bank account.

11.5. If there is a suspicion of abuse of the player account, the Player is deemed to have abused his player account. CIRCUS® NL reserves the right, at its discretion, to cancel all or part of the relevant deposit(s) and to deduct any costs incurred by CIRCUS® NL



in connection therewith.

11.6. In exchange for providing the services allowing players to play, access a secure system, participate in money games or bets and play with real money, CIRCUS® NL charges management fees on the majority of prize pools or stakes as well as participation fees. In return, CIRCUS® NL does not take any commission or fees of any type on deposits or withdrawals, irrespective of the payment method used. On the other hand, CIRCUS® NL reserves the right to apply administration fees of 15% on transactions (withdrawals and deposits) not solely intended for participation in the games or bets (specifically in the event of consecutive deposits and withdrawals without placing any stakes and any abuse of the Player account or bonuses, for example).

11.7. The Player irrevocably and permanently waives any right to dispute or refuse any payment of amounts due to CIRCUS® NL. Moreover, the Player authorizes CIRCUS® NL to debit from their Player account any amounts they may have received as a result of fraud or a malfunction of the Site or the gaming or betting services.

The Player undertakes to indemnify CIRCUS® NL for any loss it may suffer in relation to payments or defaults by the Player or incorrect or abusive use of their account.

Depending on the payment method used, costs may be reclaimed from the Player by their bank or payment provider. Under no circumstances may CIRCUS® NL be held responsible for these costs; the Player is responsible for finding out in advance from their bank or payment service provider about any transaction costs that might be charged.

The Player declares that they are aware that any financial transaction is subject to the usual timescales for bank transactions. It is also the Player's responsibility to check that all information required to verify the transaction has been provided to CIRCUS® NL. Under no circumstances can CIRCUS® NL be held responsible if a payment is made to a Player's bank account that might have been hacked.

No credit can be transferred until the Player's account has been verified by CIRCUS® NL.

CIRCUS® NL reserves the right to request any information or documents deemed necessary to verify deposits and withdrawals of money.

Once your request has been verified, deposits made by means of a credit card or any other payment method will be executed immediately unless there is a technical problem.

Deposit limits per transaction:

- Min.: €10
- Max.: €25,000.00

Withdrawal limits via bank transfer:

- Max.: €25,000.00

## **Article 12 - Guarantee and Limitation of liability**

The Player uses this Site entirely at their own risk. Unless otherwise specified and to the maximum extent permitted by law, this Site and all its content, the Software, the gaming and betting services offered and the information on or relating to the Site are provided "as is" and "depending on availability", without any guarantee of any type whatsoever, either explicit or implicit.

In particular, CIRCUS® NL makes no guarantees that the Site and its software will meet the Player's requirements, will not be subject to interruption, will be appropriate, secure or free of errors and bugs at all times and will not infringe the intellectual property rights of third parties. CIRCUS® NL does not guarantee that any faults will be rectified.

As a result of the above, the Player acknowledges that CIRCUS® NL, its directors, employees, agents or sub-contractors cannot be held liable, based on the services offered or information provided, for any harm or loss that the Player may suffer, either directly or indirectly, or for any non-material harm such as loss of profits, loss of opportunity, winnings, loss of use, loss or alteration of data or any costs incurred by acquiring substitute goods or services, resulting from the use or operation of the Site and/or Services offered or the data accessible via the Site, even if CIRCUS® NL has been informed of the possibility of such damages.

CIRCUS® NL also cannot be held liable if, for any reason beyond its control, one or more games, bets or services end up being modified, postponed or canceled or temporarily made unavailable due to maintenance or updates.

Likewise, CIRCUS® NL reserves the right to interrupt or suspend one or more games, bets or services offered on the Site without notice at any time and without reason or grounds. In this event, CIRCUS® NL cannot be held liable in any way and Players cannot claim any compensation of any type whatsoever.

In the event of system errors that occur during auditing or within software features or components, neither CIRCUS® NL nor our software supplier can be held liable to the Player or any third party for any costs, expenses, losses or complaints arising from such errors. In the event of such errors, we reserve the right to remove all the games affected by the software and the Site, to cancel all bets or games affected by such an error, including the cancellation of all the players' winnings attributable to such an error, and to take any other measures necessary to rectify such an error.

Irrespective of the cause, if CIRCUS® NL should be held liable, for whatever reason or on whatever grounds, including negligence, for any harm or inconvenience of any type whatsoever, either directly or indirectly, foreseeable or unforeseeable, in particular including harm resulting from a gambling addiction (medical care, job loss, hospitalization costs, etc.), the maximum amount of indemnity for which CIRCUS® NL

can be held liable will be limited to the lowest of the amounts below, with all causes and damages taken together:

10 the amount of the commission collected by CIRCUS® NL in relation to the Player account in question over the three months immediately preceding the complaint.

11 or the amount of 500 euros (five hundred euros).

Finally, the Player will hold CIRCUS® NL harmless for any harm or inconvenience of any nature suffered directly or indirectly by the Player or a third party, whether foreseeable or otherwise, as a result of abuse or improper use of the Site, the Software or the games by a Player or a third party, in particular harm relating to pecuniary loss, lack of winnings, data loss, damage to property or physical harm.

### **Article 13 - Intellectual property**

The Player declares that they are aware that CIRCUS® NL is the owner or beneficiary of the intellectual property rights relating to all the trademarks, company names, symbols, commercial names, domain names or URLs, logos, photography, databases, sound, video clips, animations, images, text, etc. or any other distinctive signs as well as the software and the games or bets presented on the Site.

The Player only benefits from a personal, non-exclusive, temporary, reversible and non-transferable access and usage license that is strictly limited to non-commercial use of the software and applications on the Site.

Any other use of the gaming and betting services of distinctive symbols of CIRCUS® NL that goes beyond the Player's legitimate authorized access is strictly prohibited.

The Player will refrain from infringing the aforementioned intellectual property rights in any way whatsoever, especially the reproduction, communication, use, even only in part, of distinctive symbols or use of all or part of the content of the Software, games, Site or any element of the Site, without the prior written consent of CIRCUS® NL.

### **Article 14 - Term**

These General Terms and Conditions of Use are valid indefinitely until the Player cancels their registration. The Player can use the Services as soon as their registration has been confirmed by CIRCUS® NL.

### **Article 15 - Account suspension, restrictions, or closure by CIRCUS® NL**

CIRCUS® NL reserves the right to suspend or cancel a Player's registration, determine their gambling limits at its own discretion, and temporarily or permanently close a Player's account without notice or compensation, including during a game,

specifically under the following circumstances:

- the Player account remains inactive for an uninterrupted period of 12 months or more.
- CIRCUS® NL believes that the User has infringed one or more provisions of these General Terms and Conditions of Use.
- the Player has not provided all the documentary evidence required to confirm their account within the requested deadline.
- the items or documents provided to CIRCUS® NL are incomplete, inaccurate or unreliable.
- the conditions for registration are not or are no longer met.
- the Player is subject to a gambling ban, at his own or a third-party initiative, or CIRCUS® NL has the opinion that the Player shows signs of excessive gambling behavior.
- CIRCUS® NL believes, in the context of its legal duty of care, that the Player needs to be protected from themselves.
- If the Player's registration or allowing them to continue playing without changes is in violation of a legal obligation or the interpretation thereof by a relevant authority.
- in the event of abuse of the account creation procedure.
- in the event of abuse of the bonus, promotions and/or any other offer by CIRCUS® NL.
- if CIRCUS® NL simply suspects or discovers fraudulent or illegal activity by the Player, or an attempt to make illegal use of the Site, Software or gaming or betting services, including the use of a Player account by another Player (even with the latter's consent).
- any act of piracy of the Site, Software or gaming and betting services, including infringement of the intellectual property rights of CIRCUS® NL.
- any actual or attempted collusion between players.

If CIRCUS® NL closes or suspends your account for the above reasons, you will be liable for all and all claims, losses, debts, damages, costs, and expenses incurred or suffered by CIRCUS® NL (collectively "Claims") arising therefrom and you will indemnify CIRCUS® NL against such Claims. Under certain circumstances, as described in (a) through (e) of the "Prohibited Acts" above, CIRCUS® NL is also entitled to void all bets or other activities and all amounts otherwise paid out or payable to you (including winnings, betting credits or bonus payouts) if such proceeds are attributable to a so-called prohibited behavior or make up an amount that is at most as high as amounts previously withdrawn by you obtained from a Prohibited Act. act.

If a Player account is suspended or closed for the reasons above, CIRCUS® NL shall be entitled to retain the amounts shown in the player account to offset any administrative, damages and interest costs owed by the player. The Player will be notified by email of the suspension or closure of their account.

CIRCUS® NL reserves the right to:

- notify any competent authorities, including legal authorities, of any activities

- by the Player that are or are suspected to be illegal;
- block the holdings of the Player with a view to averting the consequences of any abuse or illegal use, either suspected or proven, of the Site or the gaming and betting services;
- initiate any legal action that is required or useful with a view to stopping the breach blamed on the Player, obtaining reparations for the harm suffered by CIRCUS® NL or recovering any winnings that might have been paid to the Player afterwards or due to the breach they are being blamed for.

#### **Article 16 - Account closure by the Player**

The Player can cancel their account at any time by sending an email to support@circus.nl. The Contract will be terminated once the Player has received written notification from CIRCUS® NL confirming the end of the Contract.

A Player can also submit a request for an access ban to the Centraal Register Uitsluiting Kansspelen (CRUKS). In this case, they will no longer have access to casinos (real or online), slot machine rooms (real and online) and to betting shops (only online). Inclusion in CRUKS can be voluntary or compulsory. In case of voluntary registration, a minimum period of six months will be applicable, the Player has the possibility to increase that duration.

The procedure for requesting a voluntary access ban is set out on the following web page:

<https://cruksregister.nl/login>

There are 2 ways to register:

- via an online application (immediate effect)
- via a paper form that can be downloaded (takes a few days)

Third parties can also request the exclusion of a player via a different online application: <https://formulieren.kansspelautoriteit.nl/Form.aspx?src=6907>

At the end of the Player's voluntary registration, they will automatically be taken off the register. The player does not have to do anything and does not receive a notification.

In the event of involuntary registration, the ban period will always be six months and may be extended through a new registration.

#### **Article 17 - Consequences of termination of the Player account**

Cancellation of the Account means that the Player:

- will cease all use of the Site, the Software and the games, and
- will delete all copies of these from their computer or any other medium.

Provisional closure of a player account entails the immediate blockage of the amounts in the player account.

Final closure of a player account entails immediate payment of the amounts in the player's account to the player's bank account, providing that the holder has not committed any fraudulent activity leading to the account blockage.

If such a payment is not possible, for reasons attributable to the player, especially if the player has changed their bank account details without notifying CIRCUS® NL, management charges for the closed account will be applied at the rate of two percent per month, with a minimum of three euros per month. These charges will only apply to closed accounts for which it has not been possible to transfer the balance for reasons attributable to the Player.

It is impossible for a closed account to operate. Amounts paid by CIRCUS® NL in the form of a bonus or promotional offer will be eliminated.

CIRCUS® NL will inform You of the closure by email.

### **Article 18 - Responsible gaming**

CIRCUS® NL invites You to gamble in moderation.

The Player is informed that, for some people, an increase in the duration or frequency of gambling may trigger a state of dependency or may lead to a certain mental fragility.

The Player should know that addiction consists of an inappropriate, persistent and repeated gambling habit. The pleasure of gambling turns into a pressing need to gamble causing serious consequences for the player and the people around them.

The Player can read the "RESPONSIBLE GAMING" section, available on all pages of the CIRCUS® NL Site, at any time. In this section, the Player can see all the mechanisms that have been implemented on the Site, the advice of the department for the fight against pathological and excessive gambling to prevent the risk of dependency, the procedure for registering on the list to be banned from gambling and the list of organizations specializing in fighting addiction.

The Responsible Gaming representative is Helene Vermeer and is reachable at [verantwoordspelen@circus.nl](mailto:verantwoordspelen@circus.nl).

It should be noted that CIRCUS® NL reserves the right to register a player in the Centraal Register Uitsluiting Kansspelen (CRUKS) should the show signs of gambling addiction and with whom the responsible gaming recommendations of the experts are not followed by the player and if the player puts his life (physical or psychological) at risk by gambling.

### **Article 19 - Verification**

CIRCUS® NL may at any time check the solvency of a Player, with the support of financial establishments and third-party payment service providers, as well as any information relating to their registration and account.

CIRCUS® NL may ask the Player at any time for details of their bank account and financial transactions executed in the context of using the Site.

## **Article 20 - Complaints**

In the event of any complaint regarding the Casino's services, the Player can contact the Customer Service team directly from the "Help" section of the Site or send a separate email to [klachten@circus.nl](mailto:klachten@circus.nl) during the Casino's operating hours.

Once the complaint has been received, the contact details of the complainant, the date of receipt of the complaint, the subject matter and content of the complaint will be recorded. The Player will receive a confirmation receipt of their complaint within 72 hours.

The Player may also contact the Customer Service team by phone at +31 800- 2472876 during the Casino's operating hours.

Complaints are handled by the Customer Service department and escalated within the Casino organization if support personnel cannot solve the case immediately. The Player will be informed in an appropriate and reasoned manner of the findings regarding their complaint and the associated conclusions. The maximum time for Customer Service to process a complaint is eight weeks.

Complaints must be submitted no later than 30 days after the event giving rise to the complaint. Otherwise, the complaint will be deemed inadmissible. However, the Player acknowledges that CIRCUS® NL is not obliged to investigate or follow up a complaint made by one Player against another Player.

A player who wishes to request information or submit a complaint about an online gaming Site may contact the Kansspelautoriteit, stating their surname, first name and date of birth, in two ways as follows:

By email to: [info@kansspelautoriteit.nl](mailto:info@kansspelautoriteit.nl)

By post to:  
Kansspelautoriteit Postbus 298  
2501 CG Den Haag

## **Article 21 - Transferability of the contract**

The Player's rights and obligations cannot be transferred to a third party without the prior consent of CIRCUS® NL.

CIRCUS® NL is authorized to sell the Software, the Site and some or all of the gaming or betting services without the prior consent of the Player.

## **Article 22 - Security**

CIRCUS® NL implements security measures to protect the personal information You provide against unauthorized access and use. Nevertheless, you acknowledge and accept the fact that transmissions via the Internet are never completely confidential and secure. You acknowledge that any message or information You transmit on our Site may be read or intercepted by other people, even if a special notice specifies that a given transmission is encrypted.

## **Article 23 - Availability of the Services**

Connection to the Site and use of the services offered means that You are aware of and accept the characteristics and limitations of the Internet, especially regarding technical performance, response times for viewing, querying or transferring information, the risks of interruption and, more generally, the risks inherent in any connection and transmission via the Internet or via mobile telephone networks, the lack of protection of certain data against any embezzlement and the risks of contamination by any computer viruses circulating on the Internet and mobile telephone networks.

CIRCUS® NL will make every effort to ensure that the Site and the files that can be downloaded from it are free of bugs, viruses, Trojan horses, and unauthorized spyware. Nevertheless, CIRCUS® NL can under no circumstances be held liable for the following (not an exhaustive list):

- transmission and receipt of or failure to receive and data and/or information via the Internet or mobile telephone networks;
- any malfunction of the Internet and mobile telephone networks that prevents our Services running and/or functioning properly;
- failure of any receiver or communications equipment;
- any data loss;
- any software malfunction;
- consequences of any computer virus or bug, anomaly or technical fault;
- any harm caused to a User's computer or mobile phone;
- any technical, hardware or software fault of any type that may have harmed a User's computer and/or mobile phone.

It is your responsibility to take all appropriate measures to protect your own data on your computer, tablet and/or mobile phone against any breaches. Moreover, CIRCUS® NL is only obliged to make best efforts to ensure the continuity of its Services.

In principle the Site is accessible 24 hours a day, 7 days a week, except for scheduled or unscheduled interruptions for the purposes of maintenance or in the event of force majeure.



## **Article 24 - Hyperlinks**

### *Creating links to the pages on the Site:*

No links to the home page or one of the other pages on the Site may be made without the prior written consent of CIRCUS® NL. "CIRCUS® NL" or any other equivalent or more precise mention must be clearly made on or near the link.

This authorization does not apply to websites distributing illegal, violent, controversial, pornographic, xenophobic, or widely offensive information as those links are not permitted.

Authorization to create the links specified in this article must be requested by sending an email to the following address: [info@circus.nl](mailto:info@circus.nl) The request must include the address (URL) of the page on which the link will appear on the third-party site.

### *Inclusion and use of frames*

Any use or reproduction, even partial, of any of the elements of the Site within a third-party site by means of inclusion methods, frames, inclining or any other methods of a similar nature are strictly prohibited.

### *Links on the Site*

It is possible that the Site may contain links to third-party websites or web pages. Such sites are provided solely for your convenience and information. CIRCUS® NL makes no guarantee and accepts no liability regarding third-party hyperlinks or the content of these sites.

You access these websites at your own risk, and You acknowledge that these websites may be subject to different terms and conditions of use and other privacy protection provisions than those applicable to this Site.

## **Article 25 - Non-renunciation**

The fact that CIRCUS® NL chooses not to strictly apply any of the terms, commitments or conditions in these General Terms and Conditions of Use to a User can never be interpreted as renunciation by CIRCUS® NL to do so, nor as an abandonment of its rights. CIRCUS® NL may require the strict and complete application of some or all of the aforementioned terms, commitments and conditions of these General Terms and Conditions of Use at any time.

## **Article 26 - Invalidity**

The provisions of these General Terms and Conditions of Use should always be interpreted such that they are compliant with the applicable law. However, if any provision of these General Terms and Conditions of Use should be pronounced or

found to be null and void or invalid, the validity of the remaining provisions shall remain unaffected. In such an event, CIRCUS® NL undertakes to replace the voided provision with a new one with the same objective as the invalid provision and, insofar as possible, will have the same effect so as to re-establish the balance of the contract.

#### **Article 27 - Languages**

CIRCUS® NL offers its services to Players by means of forms in English and Dutch. These General Terms and Conditions of Use are translated into one of these two languages depending on your choice of navigation. The Dutch version shall prevail in the event of a conflict between the English and the Dutch version.

#### **Article 28 - Archiving and evidence**

The files, data and documents kept by CIRCUS® NL on storage media in CIRCUS® NL's information systems under reasonable conditions of security shall be deemed evidence of communications and the results of games or bets entered into between the Player and CIRCUS® NL.

CIRCUS® NL will keep any written records documenting any agreement concluded between CIRCUS® NL and a Player for the purpose of using CIRCUS® NL's services in electronic form without disclosing these documents to third parties.

In the event of discrepancies between the result of a game or bet shown on the Site and the result recorded directly or indirectly by CIRCUS® NL, especially on its computer server via the Software, the result recorded by CIRCUS® NL shall prevail at all times.

#### **Article 29 - Additional information**

If a Player has any questions relating to these General Terms and Conditions of Use or the Services in general shown on the Site, they are invited to contact CIRCUS® NL on the following email address: [info@circus.nl](mailto:info@circus.nl).

#### **Article 30 - Applicable law - Disputes**

The present Contract is subject to Dutch law, without prejudice to the mandatory provisions that the Player would be entitled to enforce in application of article 6 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations.

In the event of disagreement or dispute between You and CIRCUS® NL arising from or relating to your use of the Site, the parties should attempt to resolve this dispute quickly and in good faith within 14 days of notification by one of the Parties. If it is not possible to resolve this dispute within the specified deadline, then tribunals of Amsterdam shall have sole competence to recognize any dispute concerning the

application or interpretation of these General Terms and Conditions of Use.  
You acknowledge that, notwithstanding any contradictory legislative provision, any complaint or action against us must be lodged no later than one year after the event giving rise to it.

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Note: In case of any differences between the Dutch and the English version of these regulations, the Dutch version takes priority.

If one of the clauses of the present Terms and Conditions of Use is declared null and void in application of a law or regulation, or following a final decision of a competent court, it will be deemed to be unwritten, the other clauses nevertheless retaining all their effects and scope. In such a case, reference will be made to the applicable Dutch law.

These terms and conditions were last updated on July 2, 2024.