

# Terms and conditions

## 1. INTRODUCTION

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1.1. By visiting and/or using any section of the sykaaa.com website (hereinafter referred to as the «Website»), as well as by creating an account at this Website you agree to be bound by: the rules and regulations of the Website, its privacy policy, the rules of each game, all the terms of placement and distribution of advertising at the Website, special offers and bonuses running at the Website at any time. The list of the above-mentioned rules and regulations is hereinafter referred to as the «Terms of Use». Please read the Terms of Use carefully before accepting them. If you do not agree with these terms do not create an account, and do not use and/or continue to use the Website. Your access to and use of the Website is subject to your acceptance and full compliance with these terms. These Terms of Use come into effect on January 1, 2022.

## GENERAL TERMS AND CONDITIONS

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### 2. PARTIES

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2.1. All information at the Website is provided by the provider of services at the Website, CONTRASTTECH LIMITED, 1 Avlonos street, Maria House, P.C. 1075 Nicosia, Cyprus (mailing address: 1 Avlonos street, Maria House, P.C. 1075 Nicosia, Cyprus). The fragments of the Terms of Use where there are pronouns «we», «us», «our» or word «Company» are irrelevant to the above-mentioned company that you enter into contract with.

### 3. CHANGES TO THE TERMS OF USE

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3.1. The company reserves the right to change, modify or update any portion of the Terms of Use for a number of reasons including commercial reasons, legal purposes (to comply with new laws and/or regulations), or customer service reasons. The updates of the Terms of Use, as well as the dates on which they come into effect are available at the Website. We will notify you on changes, additions or updates to the Terms of Use by posting them directly at the Website in their most current revision. A player is entirely responsible for comprehending all the current Terms of Use. We encourage players to check these updates regularly. The Company has the right, without prior warning and at its own convenience to make changes in the operating system of the Website, as well as in the terms of service, or in the software. Additionally, according to existing legislation, the Company has the right to make changes to the requirements for the Website's access or the use of its services.

3.2. If you do not agree with the said changes, you may cease using the Website and/or delete your account by complying with paragraph 17 of these Terms of Use. Further use of any particular part of the Website after any changes to these Terms of Use will be automatically

considered as your acceptance of such changes to the Terms of Use, including any additions, deletions, substitutions, or other changes to the information regarding the identification of the Company described in paragraph 2.1 of these Terms of Use, regardless of whether or not you received or read the relevant notifications of the Terms of Use revision.

#### 4. LEGAL REGULATIONS

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4.1. If you are under 18 years of age or you have not reached the age legally allowed to participate in gambling under the law of a jurisdiction that applies to you («the Relevant Age»), you do not have the right to use the services provided by the Website. By using the services of the Website, a person younger than the Relevant Age violates the Terms of Use of the Website. We have the right at any time to request documented evidence of your age to ensure that persons who have not reached the Relevant Age as determined by the laws of the country where they live, do not use the services provided by the Website. The company has all legal grounds to delete your account and/or to refuse service if no evidence of legal age is available or the Company suspects that a person under the legal age is using the Website.

4.2. Online gambling may be prohibited by law in some jurisdictions. In such case you understand and accept the fact that the Company never and under no circumstances gives you legal advice and/or guarantee the legality of using the services offered by the Website. It is important to remember that the Company does not declare the legality of using the services of the Website in accordance with the acts and regulations of your jurisdiction. You use the Website by your personal choice and at your sole discretion, and you undertake the responsibility to determine whether the use of the services offered by the Website is legal under the laws and regulations of jurisdiction that apply to you.

4.3. The Company has no intentions to provide you with services that do not comply with the laws and regulations of your jurisdiction. You hereby represent, warrant, and agree to ensure that your use of the services offered by the Website complies with applicable laws and regulations of your jurisdiction. The Company shall not be responsible for any illegal or unauthorized use of the services offered by the Websites.

4.4. Furthermore, you are prohibited from creating an account with the Company and/or making a deposit if you reside in the territory of Aruba, Bonaire, Curacao, France, Netherlands, Great Britain, Spain, Australia, Malta, Lithuania, Latvia, Germany, Hungary, Slovenia, Slovakia, Switzerland, Greece, Denmark, Sweden, Saba, Sint Eustatius, Sint Maarten, Singapore, the United States of America. The trade and service company (sykaaa.com) will not process any transactions for clients from restricted territories. The Company is entitled to change the list of jurisdictions without prior notice. In turn, you accept the responsibility not to create an account and/or not to use it if you are located in the territory of one of the aforementioned jurisdictions.

4.5. You are solely responsible for all taxes and fees on any winnings paid to you as a result of the use of the services offered by the Website. You are responsible for reporting your winnings and losses to the relevant authorities if they are subject to taxation by your local tax, legislative or other authorities.

#### 5. CREATING AN ACCOUNT

5.1. In order to be able to use the services of the Website, you have to create an account (hereinafter referred to as «Personal Account»). To do so, enter your email address or phone number, and password which will be used in the future to log into the system, as well as to provide some private information (your date of birth, name and phone number).

5.2. When you register at the Website you agree to provide accurate, complete and true private information. You are required to inform us about any changes in your private information. Nonfulfillment of this requirement may result in limitations, failure to perform transactions (winnings, bonuses) and/or termination of your Personal Account.

5.3. To verify your private information the Company reserves the right to request documents of identification and/or video-identification. The Company has the right to suspend your Personal Account until the required documents are provided to us, and/or terminate your account in full if you fail to provide the Company with the requested documentation.

5.4. If you have any questions or problems related to the registration or changing of the private details, contact the online customer support or send an email to [support@sykaaa.net](mailto:support@sykaaa.net)

5.5. Under these Terms of Use you may create only one account at the Website. Only one account is allowed per a player, household, IP address, postal address, computer or other device. All other accounts registered by you at the Website shall be «Duplicate Accounts». The Company reserves the right to delete Duplicate Accounts.

5.6. The Casino does not accept requests to refund any money and/or initial deposits from the duplicate game account, if opened intentionally with the purpose of receiving bonuses and/or other promotional offers from the Casino or to refund the initial deposit placed by the Player. Further, if the Casino determines that the duplicate game account was created with the intention to defraud the Casino the initial deposit will not be refunded to the Player.

5.7. When registering at the Website, Users agree to send messages and agree to receive SMS, email newsletters and other forms of advertising notifications. The website uses information about the players in order to notify on promotional materials. We respect the privacy of our customers. If players do not want to receive promotional materials, they can opt out of SMS and email newsletters at any time by contacting the operator.

## **6. VERIFICATION OF YOUR IDENTITY; MONEY LAUNDERING PROTECTION REQUIREMENTS**

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6.1. Considering the rights given to you for using all the services of the Website you guarantee, warrant and agree to the following:

6.1.1. You are the lawful owner of all funds deposited to the Personal Account. All information provided by you during the registration process or during the use of the Website services, as well as within all transactions that require money depositing, is accurate, relevant and completely matches the name(s) on the credit and/or debit cards and other payment accounts used to deposit or withdraw funds from your Personal Account.

6.1.2. You are fully aware of the risks of losing money during the use of the services provided by the Website and you are responsible for such losses. You agree that the use of the Website services is at your sole discretion, at your personal decision, and at your own risk. You may not submit any claims in relation to your losses to the Company.

6.1.3. You fully understand the procedure, methods of providing the services and rules of the games offered by the Website. You realize that you are responsible for providing the correct details of bets and games. You will not commit any acts that may cause any damage to the Company and its reputation.

6.2. By accepting these Terms of Use you hereby authorize us to perform, at our sole discretion, occasional checks upon request of the third parties (including regulatory authorities) and/or to verify your identity, contact details (hereinafter referred to as the «Check»)

6.3. During such Checks the Company may restrict you from withdrawing funds from your account.

6.4. Providing incomplete, false, inaccurate and/or misleading information is considered a breach of contract. In this case at our sole discretion, in addition to any other actions, we reserve the right to terminate the Personal Account immediately and/or to ban you from further using the services of the Website and/or withhold all funds in your Personal Account.

6.5. If we are unable to confirm that you have reached the Relevant Age, we have all legal rights to terminate your Personal Account at this Website. If you are found to be under the Relevant Age at the moment of gambling, then:

6.5.1. your Personal Account will be terminated;

6.5.2. all transactions made during this period of time will be voided, all relevant funds deposited by you to your Personal Account will be returned;

6.5.3. refunds made not through the Website and/or the website of the payment acceptance operator will not be possible;

6.5.4. all bets made by you during this period of time will be cancelled and returned; and

6.5.5. the amount of all winnings received by you during the period when you have not yet reached the Relevant Age, will be forfeited, and you are required to return to us upon request the withdrawals from your account during this period of time;

6.5.6. if you have set a date of birth in your Personal Account that does not correspond to reality, any refund of the funds spent will not be possible.

6.6. Politically Exposed Persons (PEP). The Company is required to make provision, on a risk-sensitive basis, to respond to any attempt to gamble by any qualifying Politically Exposed Persons, i.e. any person holding significant public office (or who has held it at any time in the preceding year), having access to public funds or in a position of influence. PEPs include the readily identifiable family and associates of such persons. A risk-based approach should be applied based on the value and scale of gambling and the location of such a client.

While we respect and honor the confidentiality of our clients, we try to carry out thorough due diligence. As part of enhanced due diligence policy, «Know your client (KYC)» policy is based on principles of partnership: if we know and understand our clients, they know and understand us. In case the enhanced due diligence policy is applied clients may be invited to provide below listed documents to comply with our KYC policy (copy of the passport and utility bill or bank statement). The Company reserves the exclusive right to unilaterally decline any clients' application and/or terminate further provision of services without any statements or explanations to the client in case of breach of the KYC policy.

## **7. SECURITY, PASSWORD AND USERNAME**

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7.1. You shall not disclose (whether deliberately or accidentally) your username and password to anyone else. If you have forgotten the Personal Account's details, it is possible to recover the password by clicking on the «I forgot password» link at the login page.

7.2. You are completely responsible for keeping the password from the Personal Account confidential, and for all activities and transactions made under your Personal Account. Additionally, you are liable for all losses on your Personal Account caused by the third parties actions.

7.3. You agree to notify the Company within the shortest possible time on any breach of security that you become aware of and/or on unauthorized access to your Personal Account. You agree to provide evidence of such unauthorized access upon the request of the Company. In all cases, the Company is not liable for any losses incurred by you as a result of misuse of your personal information, such as username and password by other persons, or unauthorized access to your Personal Account, regardless of the circumstances, either with or without your knowledge.

## **8. GAME RULES AND PLACING BETS AT THE WEBSITE**

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8.1. It is your responsibility to ensure that the details of transaction that you make are correct before placing and confirming the bet during the game.

8.2. Your withdrawal transaction history can be accessed by clicking on the «Request Withdrawal» link at the Website.

8.3. The Company reserves the right to refuse the whole or part of any transaction requested by you through the Website at its sole discretion if you have violated the Terms of Use. No transaction can be considered accepted until you receive the confirmation from us that the transaction has been completed successfully. If you have not received confirmation that your

transaction has been accepted, you should contact our customer support.

8.4. You may request to cancel a bet by sending an email with such request to the Website customer support.

## 9. DEPOSITS AND WITHDRAWALS FROM THE ACCOUNT

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9.1. To be able to gamble at the Website you shall deposit a certain amount of money to the Personal Account.

9.2. You guarantee to the Company that:

9.2.1. money that you have deposited to your account is not derived from any activity which is prohibited and/or criminal and/or illegal;

9.2.2. that all deposited money is owned by you and no third party has right to claim that money.

9.3. You may deposit money only from an account/system and/or credit cards registered in your own name, as the Company does not accept deposits from any third parties (i.e. of relatives, friends, spouses and/or partners). If our security check shows the violation of this requirement, the entire amount of the winnings is forfeited and returned to us.

9.3. You may deposit money only from an account/system and/or credit cards registered in your own name, as the Company does not accept deposits from any third parties (i.e. of relatives, friends, spouses and/or partners). If our security check shows the violation of this requirement, the entire amount of the winnings is forfeited and returned to us.

9.4. If a bank transfer is requested to return money to the lawful owner, all expenses and bank fees shall be borne by the recipient.

9.5. The Company does not accept cash funds sent to us. The Company reserves the right to use third parties and/or financial institutions to process electronic payments, but only if regulations of such organizations and/or financial institutions do not conflict with the regulations of these Terms of Use. You automatically give your consent to be bound by such regulations.

9.6. Due to nature of the service no refunds will be issued. You agree not to reject any transactions made by you, not to make any charge-backs or reversals, not to cancel any deposits into your Personal Account. Moreover, you agree to reimburse the Company for unpaid deposits as well as for any expenses suffered by the Company during the process of your funds collection.

9.7. In the event of suspicious or fraud payment, including the use of stolen or lost credit cards and/or any other fraudulent activity (including charge-backs and reversals of payments), we have the right to block your account, reverse any made pay-outs or winnings. We are entitled to

report any fraud payment or illegal activities to the relevant authorities and/or law enforcement organizations (including credit reference agencies). We have the right to use debt collection agencies to recover payments. The Company is not responsible for any unauthorized use of credit cards, regardless of the fact that the credit card was reported stolen.

9.8. The Company has the right at any time to apply any positive balance in your account against the amount that you must pay to the Company as a debt, including the re-settled bets or wagers pursuant to paragraphs 5.5 («Duplicate Accounts»), 16 («Fraud, cheating, collusion and criminal activity»), or 21 («System failures»).

9.9. You understand and agree with the fact that the Personal Account is not a bank account and therefore cannot be insured, guaranteed, or otherwise protected by bank insurance, deposit insurance system or by any other similar system. No interest is accrued to the money deposited to your Personal Account.

9.10. You agree to pay for the services you ordered through the Website as well as, if necessary, for additional expenses, including but not limited to, taxes, fees, etc. You are fully responsible for the prompt payment of all fees. Payments are carried out through the payment service provider in the amount indicated by the Website, and it is not liable for user's additional payments described above. The payment can be considered irrevocably processed and completed after clicking the «Pay» button. By clicking the «Pay» button you agree that you will not reverse the payment and you will not request to cancel it. By placing an order at the Website, you guarantee that you do not violate the legislation of any country. As a cardholder you accept the regulations of these Terms of Use, and you warrant that you have the right to use the goods and services offered at the Website. By using such specific Website services as a gambling service, you provide legal proof that you have reached the legal age permitted in your jurisdiction for use of the Website. By using the Website services, you automatically take legal responsibility to abide by legislative regulations of the country where these services are being used, as well as confirm that the service provider is not responsible for unauthorized or illegal actions and violation. By using the Website services, you give your consent to the payment service system to process your payment. No returns on already purchased goods and/or services, no payment cancellations are allowed. If you wish to reject using the service for your next purchase of goods and/or services, you should use the Personal Account at the Website and reject the service. The payment service system in any case is not responsible for the rejection or the failure to process payments related to a client's credit card, or for the issuing bank's refusal to process payments and to debit your credit card. The payment service system is not responsible for the quality, quantity or cost of goods and services purchased by you on the Website by using your credit card. When paying for any Website goods and services you take the responsibility to be bound by the Website Terms of Use. Please note that only you as a cardholder are responsible for paying in time for goods and services ordered through the Website as well as any additional expenses/fees. As an executor of the payment the payment service system is not responsible for pricing, total prices and/or total amounts. If you disagree with the aforementioned terms and conditions and/or for other reasons, do not proceed with the payment and, if necessary, contact the administrator or the Website support service.

9.11. You have the right to send a request to withdraw funds from your account at any time provided that:

9.11.1. all payments made to your account have been verified and confirmed as cleared, none of the payments has been charged-back or reversed;

9.11.2. all verification actions described in paragraph 6 were properly completed.

9.12. When you request a funds withdrawal you should take into consideration the following:

9.12.1. your profile shall be filled out in full with the necessary information;

9.12.2. funds can be withdrawn only by the same method that has been used to deposit them to your account at the Website;

9.12.3. deposits made through the MasterCard credit card will be withdrawn by alternative payment methods;

9.12.4. if the amount of requested withdrawal exceeds one thousand US Dollars (or in cases requiring the check), the identification procedure should be performed by sending us a copy or a digital photo of the identification document (page with a photo), such as a passport, ID card, or utility services bill to verify your address (except a mobile phone bill). If you make a deposit to the Personal Account using your credit card, you shall send us a copy of the card (copy of both sides). The first six digits and the last four digits of the card number should be clearly visible (if you have the card number embossed, the same digits shall be on the card's front side and the back side), the CVV2 code shall be covered;

9.12.5. the Company can withhold 10% (no less than 0.5 USD) of the withdrawn amount if the money turned over to the player's account (the total amount of bets) is less than three times the total amount of deposits. The Company withholds 20% of the amount requested for withdrawal if the deposit was made through a credit card;

9.12.6. existing limits on payments depending on your status:

Status	Per day (USD)	Per week (USD)	Per month (USD)
Newbie	1 000	5 000	10 000
Player	1 000	5 000	10 000
Bronze	1 500	7 000	15 000
Gold	2 000	12 000	20 000
Platinum	5 000	20 000	30 000
Diamond	10 000	50 000	100 000

9.12.7. if the payout exceeds 5,000 US Dollars per month, the Company has the right to divide the payouts by monthly payments of 5,000 US dollars per month. The Company does not pay



any interest on the existing debts. These conditions do not apply to jackpot winnings offered at the Website;

9.12.8. you in turn agree with the funds withdrawal schedule. Payments are made round the clock, from several minutes to 24 hours from the moment of making withdrawal request. The Company is not responsible for payment processing delays after the request was processed by our managers.

9.13. When funds are transferred via the telephone operator services, the payout can be made no earlier than in 2-3 weeks from the receipt of your last deposit to the account due to the fraud activity control.

9.14. The Company may charge a fee in the amount of the Company's expenses for withdrawal of the money that has not been used for gaming.

## **10. BONUS MONEY**

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10.1. A 100% first deposit bonus is always available for all new players on sykaaa.com. The first deposit bonus is offered only for the first player's deposit and is equal to the amount of the first deposit. Bonus money is an amount of credits equivalent to real money and given to a user by a casino on a free-of-charge basis. These money bonuses are used only in the casino and can be cashed out once the x45 wagering requirements are fulfilled. When you request a withdrawal, an unused first deposit bonus is canceled.

10.2. You can activate a bonus or refuse from it at any time on your own using interface in the player's profile.

10.2.1. When you activate a bonus:

- The amount of bonus is added to your bonus balance and kept separately from your cash balance.
- When you place a bet, it is deducted from your cash balance. If there are no sufficient funds on your cash balance, a bet will be deducted from your bonus balance.
- All winnings are credited to your bonus balance and cannot be converted into cash until the bonus wagering requirements are fulfilled. You cannot withdraw the bonus itself until the wagering of bonus is completed.
- When the wagering requirements are fulfilled, the amount of money on your bonus balance relative to the active bonus is transferred to your cash balance and you can withdraw it at any time.
- Unwagered bonuses place no restrictions on withdrawal from your real (cash) account.

However, in case of withdrawal all unwagered active bonuses which are located on your bonus account are annulled.

10.2.2. You can cancel the bonus at any time. In the case of the bonus cancellation, the money which is on this account will be canceled.

10.3. When winning is formed by bets accomplished on bonus money, payment of winning shall not exceed 10-fold size of the charged bonus.

## **11. YOUR CASH AND BONUS BALANCE**

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11.1. You cannot withdraw money from your bonus balance. When you deposit your own funds, they are added to your 'cash balance'. You can withdraw any amount of money from your cash balance, but in such a case you will lose the amount left on your bonus balance. Note that once the request for withdrawal is made, all the active bonuses will be annulled. Your balance will not be restored even if your pending withdrawal request is cancelled for whatever reason.

11.2. Please, read carefully all rules and conditions related to bonuses.

11.3. Please, consider that in case you agreed to get a bonus from the casino and your winnings from the bonuses are more than five thousand dollars the casino reserves the right to limit your cash withdrawal request maximum to five thousand dollars.

11.4. The minimum deposit amount is 500 (five hundred) rubles, 10 (ten) euro, 10 (ten) dollar.

11.5. The minimum withdrawal amount is 1,000 (one thousand) rubles, 15 (fifteen) euro, 15 (fifteen) dollars.

## **12. WAGERING**

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12.1. Wagering is an amount of bets a player has to place in order to withdraw bonus money. You can wager the bonus only in games located in the Slots section. It is forbidden to win back the bonus in games from the Tables, Live Casino sections. Such bets are not taken into account and may be canceled by the casino administration.

12.2. The wagering on the deposit is the amount of bets that a player needs to make to be able to receive money later. Wagering x3 on the deposit is applied in the Sykaaa casino

## **13. CASH BACK**

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13.1. If you play on sykaaa.com online casino, you will never suffer irreversible damages. Our players are guaranteed against any loss with a cash back option.

13.2. Cashback provides compensation in the amount of 10% of the amount of money lost

throughout the time from the date of registration. The amount of loss is calculated as the difference between the total amount of bets and winnings. If the winnings exceed the size of the total amount of bets, then cashback is not provided. Payment is made automatically on the every monday. The formula for calculating cashback:  $(\text{all bets} - \text{all wins}) \times 10\% - \text{previously paid cashback} - \text{previously won bonuses}$ .

13.3. Cash back is offered to the player only when the amount of bets exceeds the amount of winnings during the monitored period. The monitored period starts from the date of the last cashback credited to a player.

13.4. You can activate a cash back option or refuse from it on your own using interface in your profile. When cash back is activated, the amount is added to your bonus balance and all the next bets are recorded in wagering. You can withdraw cash back by completing x10 wagering.

13.5. Non-activated cash back is valid for 5 days.

#### **14. FREE SPINS**

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14.1. All our new players are offered a certain amount of free spins upon registration. A free spin means you can spin the reels of a slot without paying any money. The number of free spins you get is determined by the casino administration. This bonus can only be claimed once, by new registered players who do not have existing accounts at sykaaa.com. Free spins are credited for the minimal bet regardless of the currency used. You do not have to make a deposit to claim these free spins.

14.2. Free spins win is credited to the bonus account. The maximum amount is 50,000 rubles / 750 dollars / 750 euros. To enable this account, you have to activate it on the 'Bonuses' tab. All wins from the free spins must be wagered from 20 times in real money mode. Wagering is available in any slot game. After fulfilling all the wagering requirements, you may cash out the money you have gotten from the free spins. If any rules are violated, or the amount is not wagered completely, bonus winnings will be annulled.

#### **15. STATUS LEVELS**

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15.1. Each player of sykaaa.com online casino gets a status level. It moves up automatically when a certain amount of bets (points) is earned in slots.

15.2. Sykaaa.com confirms a status level earned by players on the first day of every month. If the total amount of bets per one month was not enough to stay at the level earned your status moves down.

#### **16. FRAUD, CHEATING, COLLUSION AND CRIMINAL ACTIVITY**

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16.1. The following activities are forbidden and constitute a material breach of the Terms of Use:

16.1.1. disclosure of information to the third parties.

16.1.2. use of automated players («bots»), errors in the software, harmful software, illegal or fraudulent activity.

16.1.3. fraud, as well as use of stolen or otherwise illegally obtained details of credit cards to make a deposit to the Personal Account.

16.1.4. participation in any illegal activity, including money-laundering activities or criminal activity.

16.1.5. collusion or collusion attempt and/or intent to participate directly or indirectly in collusion with other players during the game at the Website.

16.1.6. using special game strategies for illegal profit or money laundering.

16.2. We have the right to suspend, cancel or void any winnings and payouts (bonuses, coins, etc.) received from us if we suspect that you abuse them.

16.3. The Company will take all necessary measures to determine the participants of collusions. The Company is not responsible for any loss or damage caused to you by other players as a result of collusion, fraud or other illegal activities. The Company acts at its sole discretion in relation to such incidents.

16.4. If you suspect a player is performing fraudulent activities or participates in collusion you are required to report it immediately by contacting our customer support or sending an email to: [support@sykaaa.net](mailto:support@sykaaa.net)

16.5. The Company has the right at any time without prior notice to refuse access to the Website or to suspend access to the Personal Account if we suspect fraudulent activity. We have no obligation to return or compensate you for the funds deposited to your account at that time. We may report to the proper authorities and you are under obligation to cooperate with the Company in the investigation process.

16.6. You are prohibited to use the services and/or software for fraudulent activity or illegal transactions (including money laundering) according to the laws and regulations of your jurisdiction. The Company has the right to suspend or block the Personal Account and Duplicate Accounts and withdraw funds. In this situation you shall not make any claims against the Company.

## **17. OTHER PROHIBITED PRACTICES AT THE WEBSITE**

17.1. You shall not use any abusive or aggressive language or images, you shall not swear, threaten, harass or abuse any member of the Website or other players.

17.2. You are prohibited to upload to the Website content that can cause Website malfunctions, you shall not take any actions that may affect the function of the Website, for example (but not limited to) releasing and/or distribution of malicious software or viruses. Spam and any mass unsolicited mailing are prohibited. Besides, you shall not interfere, remove or otherwise alter in any way any information at the Website.

17.3. You are free to use the Website services only for personal entertainment. You have no right to copy any part or the whole information from the Website without the Company's written consent.

17.4. You agree not to crack or corrupt the Website, not to make attempts to gain unauthorized access to the Website and not to try in other ways to circumvent the Website security system. In the event of revealing attempts to circumvent the security system or software we will immediately terminate your access to the Website and suspend your Personal Account. We have the right to report this to the relevant authorities.

17.5. We have no responsibility for any loss or damage caused to you or any third party as a result of defects of informational technology software due to hacker attacks, viruses or other harmful technological materials during the use of the Website or when downloading reference links and any materials at the Website.

17.6. It is prohibited to sell or transfer accounts to other players as well as intentionally lose funds for further funds transfer to other players.

## **18. DURATION OF AGREEMENT AND CONDITIONS OF ITS TERMINATION**

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18.1. You may terminate your Personal Account, as well as delete the username and the password by sending an email request to [support@sykaaa.net](mailto:support@sykaaa.net)

18.2. You are still responsible for any activity with your Personal Account from the moment you send the request for terminating your account until you receive the confirmation from us that your account has been closed and deleted.

18.3. The Company may charge incurred fees until your Personal Account is closed. If the Personal Account is closed, deleted or cancelled, no refund can be made and funds including bonuses, comp points and other rewards cannot be converted to cash. Access and further use of your account is impossible.

18.4. According to the Terms of Use if the Personal Account is terminated, neither Party shall have any obligation to the other.

18.5. The Company has the right to terminate immediately your Personal Account, username and/or password without prior notice if:

18.5.1. we decided to terminate rendering the services in general or only to you.

18.5.2. your account was in any way related to the deleted account.

18.5.3. the Personal Account is in any way related to a blocked account. We have the right to close your account and block the funds in the accounts regardless of the reason of such relation. In exceptional cases the balance of the Personal Account may be returned to you upon your request, except the amount due to the Company.

18.5.4. you are trying to crack the system or participate in collusion.

18.5.5. you are trying to interfere or manipulate the software at the Website.

18.5.6. you use your Personal Account for illegal purposes according to the current legislation, or you get access to the Website services from a jurisdiction that prohibits participation in gambling.

18.5.7. you publish offensive or humiliating messages at the Website.

18.6. The Company may terminate or suspend the Personal Account without notice if your account has not been active for six months or longer. Upon the account closure The Terms of Use are terminated starting from the moment of the closure.

18.7. We reserve the right to close the Personal Account and terminate the Terms of Use by sending a notice to your email or provided postal address. In the event of such closure we assume the obligation to refund the balance of your Personal Account, except in the cases when we close your account pursuant to paragraphs 16 («Fraud, cheating, collusion and criminal activity») and 24 («Breach of the Terms of Use») of these Terms of Use. If we cannot contact you, the funds shall be transferred to the regulating body or the Company.

## **19. ALTERATION OF THE WEBSITE**

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19.1. We have the right at our sole discretion and by our choice to alter and amend the information or services of the Website for the purpose of the Website updating and maintenance.

## **20. USE OF «COOKIES» AT THE WEBSITE**

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20.1. «Cookies» file is a small text file stored on your computer each time you visit the Website. It allows the Company to recognize you when you come back to the Website. In order to ensure the functionality of the Website the Company uses «cookies». You can get more information on controlling and deleting «cookies» at [www.aboutcookies.org](http://www.aboutcookies.org). Please note that deleting «cookies» related to our Website may disable access to certain features of the Website or its sections.

## **21. SYSTEM FAILURES**

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21.1. The Company will take all necessary steps to fix in the shortest possible time any system failures or errors occurred during the game (failure of normal operation of the game logics). We are not responsible for any failure of information technology software and hardware, caused by the equipment used by you or other players for the purpose to access the Website, as well as failures of Internet service providers.

## **22. ERRORS IN SOFTWARE**

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22.1. When using the services of the Website certain circumstances may occur where the bet was accepted and the winning was paid out, but it happened as an error from the Company's part. In these circumstances the Company is entitled to cancel or to limit such bets and winnings.

22.2. Using the incorrectly deposited to your account funds for placing bets or gaming may result in cancellation from the Company's part of such bets and/or winnings obtained by using these funds. If the payouts for the winnings obtained by wrongly received funds have been already made, then these funds are considered to be transferred to you on trust. You shall immediately return these funds to the Company upon the request.

22.3. The Company as well as our agents, employees, partners and suppliers are not responsible for any loss or damages as well as loss of winnings that occurred from your or our error.

22.4. Distributors, licensees of the Company as well as the Company itself and its subsidiaries and affiliates including all employees and managers are not liable for any damages or loss incurred by the user due to the incorrect use of information transmitted via the Internet or caused by the interception of this information.

## **23. LIMITATION OF COMPANY'S LIABILITY**

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23.1. You agree with the fact that you use the Website services at your sole discretion and at your own risk, and therefore you are entirely responsible for the use of the Website services.

23.2. The Website operates according to these Terms of Use. We do not provide any guarantees, additional statements regarding the Website and/or the provided services, and hereby exclude any liability under the relevant laws and any implied warranties.

23.3. We are not responsible for breach of laws, contracts, negligence or any occurred loss or damages, including the loss of data, revenue, damage to reputation, prestige and any losses that are currently impossible to be foreseen. The Company cannot be responsible for the content at any website which can be accessed through the Website.

## **24. BREACH OF THE TERMS OF USE**

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24.1. You undertake to compensate the Company for all claims, costs, and other expenses

incurred due to your breach of the Terms of Use.

24.2. You agree to fully compensate for our losses related to the protection of the Company, partners and their respective companies, including officers, managers, employees, from any claims, expenses, and any kind of liability, including legal fees or other expenses incurred as a result of:

24.2.1. your breach of the Terms of Use.

24.2.2. your breach of the law by the third parties.

24.2.3. access to the Website by another person using your identification information, with or without your authorization.

24.2.4. receipt of any winnings obtained in such a way.

24.3. If you violate the Terms of Use, the Company has the right to:

24.3.1. request to stop the activity if it violates the Terms of Use by sending you a notice (using your contact information).

24.3.2. terminate the Personal Account to limit your ability to play games or to place bets at the Website.

24.3.3. block your Personal Account with or without prior notice.

24.3.4. withhold the amount of winnings or bonuses from the Personal Account received as a result of a major breach of the Terms of Use.

24.4. If you fail to comply with any article of the Terms of Use we reserve the right to block your Personal Account.

## **25. INTELLECTUAL PROPERTY RIGHTS**

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25.1. The content of the Website is subject to copyright. The content of the Website is owned by the Company or is used under license from a third-party owner. All Website materials are allowed to be downloaded only by a single personal computer and to be printed solely for personal, noncommercial use.

25.2. Under no circumstances the use of the Website shall grant you any right to intellectual property (trade marks, know-how, copyrights) owned by the Company and any third party.

25.3. Any use or reproduction of trade name, trademarks, logos or other materials presented at



the Website is strictly prohibited.

## 26. YOUR PERSONAL INFORMATION

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26.1. The Company assumes the obligation to protect personal information in the way the Company uses such data as it is collected during your visits of the Website. We take very seriously our obligation in relation to the way in which we use your personal information. The Company processes the personal information in strict compliance with the privacy policy regarding the information received from you.

26.2. By providing the information to the Company, you consent to the processing of your personal information by the Website administrator for the purposes described in the Terms of Use, as well as in order to comply with regulatory or legal obligations.

26.3. According to the Company policy it is prohibited to disclose any personal information, only the Company's employees have access to personal information for the purpose of rendering services.

26.4. The Company retains copies of any mails received from you, including emails, in order to maintain accurate records of your personal information.

## 27. COMPLAINTS AND NOTIFICATIONS

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27.1. If you wish to file a complaint regarding the Website services, you should as soon as reasonably possible contact the Website's customer support by sending an email to [support@sykaaa.net](mailto:support@sykaaa.net). Our customer support will review your claim and reply you in 3 days or sooner if possible.

27.2. If any dispute arises you automatically consent to the use of the server records as actual and final evidence to determine the outcome for any claims and disputes.

27.3. The result of all the games at the Website is determined by the random number generator. You accept the results of all the games. In the event of discrepancies between the game results on your computer and on our server, the results on our server shall be final and irrevocable. In the event of discrepancies between the balance of your account displayed on your computer and the Company's server, our server information is deemed to be correct and final.

27.4. For lodging complaints to Curacao regulating authority please use the following e-mail [complaints@gaminglicences.com](mailto:complaints@gaminglicences.com)

## 28. FORCE MAJEURE

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28.1. The Company is not responsible for any failure or delay in the fulfilment of any of its obligations under the Terms of Use that is caused by events beyond our reasonable control, including military actions, acts of God, unrest among the population, communication networks

failures, strikes, Internet or DDOS-attacks that may have adverse consequences, hereinafter referred to as «Force Majeure».

28.2. During the Force-Majeure circumstances the Company's operation is suspended until the cessation of such Force Majeure, therefore the Company reserves the right to extend the time to fulfil its obligations. However, despite the Force Majeure the Company will seek solutions to fulfil its obligations and, if possible, to stop the Force Majeure.

## **29. DISCLAIMER**

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29.1. If we are unable to make you fulfil any of your obligations or when we fail to exercise any legal protection rights to which we are entitled, this does not constitute a disclaimer of such rights and remedies, and also does not exempt you from the strict adherence to all obligations and their fulfilment.

29.2. The Company's disclaimer to fulfil any obligation cannot have legal effect, unless it has been made in official form and delivered to you personally in writing.

## **30. SEVERABILITY**

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30.1. If any article of the Terms of Use becomes invalid, illegal or loses its legal force, these terms, articles, or conditions shall be separated from the remaining part of the Terms of Use, despite the fact that they retain legal force to the fullest extent permitted by law. According to the applicable law the Company has the right not to perform the parts which has lost their legal force or to consider them to be invalid in order to reflect our original intent.

## **31. LINKS**

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31.1. This Website may contain reference links to other websites which are beyond the Company's control and not specified in the Terms of Use. The Company is not responsible for the actions or omissions of the owners of these websites, for the sponsorship and advertising activities performed by the third parties at these websites as well as for their contents. Hyperlinks to the third-party websites are provided for informational purposes only. You follow such links at your own risk.

## **32. LAW AND JURISDICTION**

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32.1. The present Terms of Use are governed by and interpreted in accordance with the legislation of the Netherlands Antilles and you irrevocably submit to the jurisdiction of the courts of the Netherlands Antilles in resolving the disputes (including counterclaims and compensation claims) which may arise in connection with legal relationships (effect, interpretation, legitimacy, etc.) specified by the Terms of Use or in any other way that the Terms of Use provide.

## **33. INTERPRETATION**

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33.1. The original text of the Terms of Use is in English and any interpretation should be based on the original English text. The English version of the text prevails over any documents or notifications translated to any other language.

#### **34. АБСОЛЮТНОЕ ОГРАНИЧЕНИЕ**

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34.1. No customers will be accepted from Aruba, Bonaire, Curacao, France, Netherlands, Great Britain, Spain, Australia, Malta, Lithuania, Latvia, Germany, Hungary, Slovenia, Slovakia, Switzerland, Greece, Denmark, Sweden, Saba, Sint Eustatius, Sint Maarten, Singapore, United States of America.

34.2. Further to paragraph 34.1, no AmaticDirect games will be available or will be reproduced within the following territories: American Samoa, French Guiana, Guadeloupe, Guam, Northern Mariana Islands, Martinique, New Caledonia, French Polynesia, Saint Pierre and Miquelon, Puerto Rico, Reunion, United States Minor Outlying Islands, Virgin Islands (U.S.), Wallis and Futuna, Mayotte

34.3. Further to paragraph 34.1, no PushGaming games will be available or will be reproduced within the following territories: American Samoa, Guam, Israel, Italy, Northern Mariana Islands, Puerto Rico, United States Minor Outlying Islands, Virgin Islands (U.S.).

34.4. Further to paragraph 34.1, no Thunderkick games will be available or will be reproduced within the following territories: American Samoa, Guam, Northern Mariana Islands, Puerto Rico, United States Minor Outlying Islands, Virgin Islands (U.S.).

34.5. Further to paragraph 34.1, no PGSoft games will be available or will be reproduced within the following territories: American Samoa, Guam, Northern Mariana Islands, Malaysia, Puerto Rico, Taiwan, United States Minor Outlying Islands, Virgin Islands (U.S.).

34.6. Further to paragraph 34.1, no PlaynGo games will be available or will be reproduced within the following territories: Afghanistan, Angola, American Samoa, Bosnia and Herzegovina, Belgium, Czechia, Ethiopia, Faroe Islands, Georgia, Greenland, Guam, Croatia, Iraq, Iran, Italy, Cambodia, North Korea, Laos, Northern Mariana Islands, Pakistan, Puerto Rico, Portugal, Romania, Serbia, Syrian Arab Republic, Uganda, United States Minor Outlying Islands, Virgin Islands (U.S.), Yemen.

34.7. Further to paragraph 34.1, no Yggdrasil games will be available or will be reproduced within the following territories: American Samoa, Guam, Northern Mariana Islands, Puerto Rico, United States Minor Outlying Islands, Virgin Islands (U.S.).

34.8. Further to paragraph 34.1, no EGTInteractive games will be available or will be reproduced within the following territories: American Samoa, Guam, Northern Mariana Islands, Puerto Rico, United States Minor Outlying Islands, Virgin Islands (U.S.).

34.9. Further to paragraph 34.1, no PragmaticPlay games will be available or will be reproduced

within the following territories: Antigua and Barbuda, Anguilla, American Samoa, Bulgaria, Bermuda, Bahamas, Belize, Cocos (Keeling) Islands, Christmas Island, Falkland Islands (Malvinas), Faroe Islands, French Guiana, Guernsey, Gibraltar, Greenland, Guadeloupe, Guam, Heard Island and McDonald Islands, Israel, Isle of Man, British Indian Ocean Territory, Italy, Jersey, Saint Kitts and Nevis, North Korea, Cayman Islands, Saint Lucia, Northern Mariana Islands, Martinique, Montserrat, New Caledonia, Norfolk Island, French Polynesia, Philippines, Saint Pierre and Miquelon, Pitcairn, Puerto Rico, Portugal, Reunion, Romania, Serbia, Solomon Islands, Saint Helena, Ascension and Tristan da Cunha, Turks and Caicos Islands, Tuvalu, Taiwan, United States Minor Outlying Islands, Saint Vincent and the Grenadines, Virgin Islands (British), Virgin Islands (U.S.), Wallis and Futuna, Mayotte, South Africa.

34.10. Further to paragraph 34.1 Branded Game have additional restrictions in some territories.

### **35. ADDITIONAL TERMS**

35.1. Due to constantly developing regulations on the prevention of criminal activities and money laundering, and terrorism financing, our Company strictly implements anti-money laundering (AML) guidelines and procedures. The Company's customers should be subject to a Due Diligence process and record keeping.

35.2. Anonymous or «nominal» account records are not permitted. Any existing anonymous accounts or accounts believed to be «nom de plume» or that have inconsistent or not relevant identification should be subject to appropriate due diligence to establish the identity and bona fides of the account holder at an early opportunity.

35.3. Internet gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to complete this transaction.

35.4. It is the cardholder's responsibility to know the laws with respect to online gambling in his or her country of domicile.

35.5. Participation of minors in the activities offered at this website is prohibited.

35.6. E-mail for complaints to licensor: [complaints@gaminglicences.com](mailto:complaints@gaminglicences.com)

35.7. CONTRASTTECH LIMITED (hereinafter the Agent) is the Payment Processor. The Operating agreement states that the Agent will render assistance in promoting and publicity of the service of online betting at sykaa.com web-site according to Gaming License No. 8048/JAZ2022-007.