

## **Shuffle Terms of Service**

### **1. Shuffle.com**

Shuffle.com (the “Website”) is owned and operated by Natural Nine B.V. (“Shuffle”, “we” or “us”), a company with its registered office located at Korporaalweg 10, Willemstad, Curaçao and registered with the Commercial Register of the Chamber of Commerce and Industry in Curaçao under number 160998. Shuffle is licensed by the Curaçao Gaming Control Board to offer games of chance under license number OGL/2024/1337/0628..

### **2. General**

2.1. These Terms of Service govern your use of the Website and any associated services (the “Services”). They constitute a legally binding agreement between you and us and you should read them in their entirety before you use the Website or the Services. Your continued use of the Website or the Services constitutes acceptance by you of these Terms of Service; if you do not agree to them, you should not continue using the Website or the Services.

2.2. We may make amendments to these Terms of Service at any time. We will take appropriate steps to bring any material changes to your attention (e.g. by notification at login), but it is your responsibility to ensure that you agree with any changes made to these Terms of Service and you should continue to check for any updates on a regular basis. By continuing to use the Website or any Services after any such amendment to the Terms of Service you will be deemed to have accepted and agreed to be bound by such amendments, updates and/or modifications. If you do not agree to the changes, then you must not continue to use the Services.

2.3. These Terms of Service may be published in several languages. In the case of any discrepancy between the English language version of these Terms of Service and versions published in any other languages, the English language version shall prevail.

2.4. Any games, lotteries or sports betting markets made available on the Website as part of the Services may also be subject to their own rules, to which you should also refer when participating. The provisions of these Terms of Service shall prevail in the event of any conflict with any such rules.

2.5. For the avoidance of any doubt, the information contained in these Terms of Service is not intended to encourage participation in the Services, and does not constitute an offer or invitation by us or any of our employees or consultants to any person to participate in the Services.

### **3. Shuffle Account registration**

3.1. In order for you to be able to place bets via the Website, you must first register for an account (“Shuffle Account”). As part of the Shuffle Account registration process, you will be required to provide your date of birth and a valid email address and choose a username and password for your Shuffle Account. You must enter all mandatory information requested in the registration form. It is your sole responsibility to ensure that the information you provide is true, complete and correct. We may reject your requested username if we deem it to be offensive or inappropriate.

3.2. You may not register for a Shuffle Account if:

- a. You are under 18 years old or under the legal age of majority for gambling in the jurisdiction in which you are located;
- b. You are residing or located in jurisdictions from which gambling or your use of the Services is not permitted. It is your responsibility to ensure that your use of the Services is lawful; or
- c. You provide misleading information or try to register for a Shuffle Account through third parties. You are prohibited from selling, transferring or acquiring Shuffle Accounts to or from other Shuffle users.

3.3. You are fully and solely responsible for the security of your login details and other sensitive information, including passwords and cryptocurrency wallets and associated private keys. We are not liable for any loss or damage arising from abuse or misuse of your Shuffle Account by third parties due to your disclosure, whether intentional, accidental, active or passive, of any such information to any third party.

3.4. You are permitted to have only one Shuffle Account. If you attempt to open more than one Shuffle Account, any and all such accounts may be blocked, suspended or closed, and any sums credited to those accounts will be frozen and may be deducted. If you realise that you have opened more than one registered Shuffle Account you must notify us immediately by email at [support@shuffle.com](mailto:support@shuffle.com).

3.5. If at any time after registration of your Shuffle Account you become aware of any errors or incorrect information relating to your Shuffle Account, you must inform us as soon as you possible by email at [support@shuffle.com](mailto:support@shuffle.com).

#### **4. Know-your-customer (“KYC”)**

4.1. We reserve the right, at any time, to ask you for KYC documentation if we deem it necessary in order to determine your identity, location or age, or for any other purpose. We reserve the right to restrict your ability to access any or all Services or to make payments or withdrawals until your identity has been determined to our satisfaction, at our sole discretion.

4.2. We reserve the right to disclose your information to third parties as appropriate to comply with any legal process or as otherwise permitted under our privacy policy, and by using any Service, you acknowledge and consent to the possibility of such disclosure. Please refer to Shuffle's AML Policy for more information.

## **5. Conditions of use**

5.1. As a condition of your use of the Services, you represent, warrant, covenant and agree that:

- a. You are the older of (i) 18 years of age and (ii) the legal age determined by any laws applicable to you regarding your use of the Website and the Services;
- b. You have full capacity to enter into a legally binding agreement with us and you are not restricted by any form of limited legal capacity;
- c. Your use of the Services is at your sole option, discretion and risk;
- d. You are fully aware that there is a risk of losing funds when using the Website and the Services and you agree that we bear no responsibility to you for any such loss;
- e. You acknowledge that the funds in your Shuffle Account are consumed instantly when playing games and that we do not provide refunds;
- f. You accept and acknowledge that the prevailing market value of cryptocurrencies can change dramatically;
- g. You have not been diagnosed or classified as a compulsive or problem gambler;
- h. You are not currently self-excluded from any gambling site or gambling premises, and you will inform us immediately if you enter into a self-exclusion agreement with any gambling provider;
- i. You are accessing the Website from a jurisdiction in which it is legal to do so, and will not use our Services while located in any jurisdiction that prohibits the placing and/or accepting of bets online and/or playing casino and/or live games or which otherwise prohibits access to or use of the Services;
- j. All information that you provide to us during the term of validity of these Terms of Service is true, correct and complete, and that you will immediately notify us if any such information changes;
- k. You participate in the Shuffle games strictly in your personal and non-professional capacity and for recreational and entertainment purposes only;
- l. You participate in Shuffle games on your own behalf and not on behalf of any other person;

m. You will not use or access the Website or Services for any purpose that is (1) illegal under any law applicable to you or (2) prohibited by or in breach of these Terms of Service.

n. You will not collude with or assist, or attempt to collude with or assist, any third parties, or use any device, robot, spider, algorithm, software, routine or other method (or anything in the nature of the foregoing), in order to defraud us or interfere with the functioning or operational performance of the Website or the Services;

o. You will not use the Website or Services in any way which interferes or may interfere with other users, or make any attempt to gain an unfair advantage over other users, whether specifically prohibited by the applicable rules or not;

p. You will not disseminate any information which is unlawful, harassing, abusive, threatening, libellous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane, or any material that could constitute or encourage conduct that would be considered a criminal offence or could give rise to civil liability;

q. In relation to deposits and withdrawals of funds into and from your Shuffle Account (including cryptocurrencies and any other currencies that may be used from time to time), you will only use funds which have been legally obtained and which belong to you. You will not use funds which originate from criminal or other illegal or unauthorised activities;

r. You acknowledge that we may take measures to detect and prevent unauthorised or illegal activity. These steps may include, but are not limited to, examination of your device properties, geolocation, detection of IP masking, and blockchain transaction analysis;

s. If you become aware of any suspicious activity relating to any of the games on the Website, you will report this to us immediately by contacting us by email at [support@shuffle.com](mailto:support@shuffle.com);

t. You acknowledge that we may suspend, block or close a Shuffle Account and withhold funds if we deem it necessary to assist in the prevention of money laundering or other illegal activity;

u. You are fully and solely responsible for obtaining your own independent financial, accounting and tax advice, and for recording, reporting, paying and accounting to any relevant governmental or taxation authority for any tax or other levy that may be payable on any winnings or other sums that you receive from using the Services;

v. You will keep your username, password and cryptocurrency wallet private keys confidential and take appropriate steps to prevent unauthorised access or use;

- w. You will immediately change your password and notify us if your username or password is compromised in any way;
- x. You agree not to open more than one Shuffle Account;
- y. You acknowledge that we may modify or withdraw any of the Services at any time without prior notice to you; and
- z. You acknowledge that we are not liable for any outages, slowness, capacity constraints or other deficiencies affecting the telecommunications networks or internet services required for you to access and use the Services.

5.2. We will be entitled to close or suspend your Shuffle Account in the event of a breach of any of the above representations, warranties or covenants, or if we consider it likely that there has been or will be any such breach. We may also close or suspend your Shuffle Account if asked to do so by the police, any regulatory authority or court or if we are unable to verify any of the KYC information provided by you.

## **6. No Shuffle warranties**

6.1. The Services are provided to you on an “as is” basis. We disclaim any and all warranties, expressed or implied, in connection with the Services. In particular, we provide you with no warranty or representation whatsoever regarding the Services’ quality, fitness for purpose, completeness, or accuracy, and we make no warranty that any Service will be uninterrupted, timely or error-free, or that any defects will be corrected. In particular, Shuffle does not represent or warrant that the Website is or will be free from errors, bugs and other defects in its functioning, that access to the Services is or will be continuous, uninterrupted, timely, or secure, that the information made available via, contained on or used by the Website, including data feeds used for sports betting, is or will be accurate, reliable, complete, or current, that the Website will be free from viruses or other harmful material, or that the Website will be suitable for the particular purpose that you have in mind when using it. Information made available via, contained on or used by the Website may be inaccurate or incomplete or otherwise unreliable for a variety of reasons, for example as a result of software bugs, data feed interruptions, platform or server downtime, or other issues, and this may cause losses to you by affecting the functioning of the Services or the resolution of Markets. Links and frames connecting the Website with other websites are for convenience only and do not mean that we endorse or approve those other websites, their content or the people who run them.

6.2. Shuffle may from time to time test new games and other features on the Website by introducing them in beta testing form (“Beta Features”). If you choose to use these Beta Features you do so on the understanding that (i) such features may be particularly unstable and prone to errors and bugs and other defects in functioning and (ii) Shuffle

will not be liable for any losses sustained as a result. Beta Features may need to be suspended, discontinued or modified at any time. Any winnings credited to your Shuffle Account which relate to any technical or human error involving a Beta Feature may be deducted at Shuffle's sole discretion.

## **7. Prohibited uses**

7.1. The use of the Website or any of the Services for any form of illicit activity, including money laundering, terrorist financing or trade sanctions violations, is prohibited.

7.2. The Website and the Services are not offered to individuals or entities subject to United States, European Union, or other global sanctions or watchlists. By using the Website and the Services, you represent and warrant that you are not subject to such sanctions.

7.3. Persons located or resident in Australia, Curaçao, France, Germany, the Netherlands, Portugal, Singapore, Spain, the United Kingdom, the United States of America and any other location from which use of the Services is not permitted under applicable laws or regulations or where provision of the Services would require licensing or registration or which is embargoed by the United States of America, the European Union or the United Kingdom (the "Prohibited Jurisdictions") are not permitted to access the Website or the Services. These restrictions apply equally to residents and citizens of other jurisdictions while they are located in a Prohibited Jurisdiction.

7.4. Any attempt to conceal your true location through the use of a VPN, proxy, or similar service or through the provision of incorrect or misleading information about your place of residence or location will constitute a breach of these Terms of Service.

## **8. Deposits**

8.1. You may only participate in a Shuffle game if you have sufficient funds for such participation in your Shuffle Account.

8.2. You may not deposit funds which originate from criminal or other unauthorised activity;

8.3. To deposit funds into your Shuffle Account, you may transfer funds from a cryptocurrency wallet under your control or via any of the other payment methods that may be available from time to time on the Website. Deposits may only be made with your own funds.

8.4. We take no responsibility for any delays to deposits which may arise from or be associated with blockchain transaction times or the use of particular payment methods or which may be caused by any third party.

8.5. We reserve the right to use additional procedures and means to verify your identity when processing deposits into your Shuffle Account.

8.6. Please note that the use of some payment methods may involve additional fees. Your bank or payment service provider may also charge you additional fees for making transfers or converting currencies.

8.7. We may refuse to credit any deposits at our own discretion. If your Shuffle Account has been blocked or suspended, you must refrain from attempting to deposit funds into it. Should you attempt to deposit funds when your Shuffle Account is blocked or suspended, (i) you acknowledge and accept the risk that such deposited funds may be permanently lost, and (ii) if those deposited funds are not lost, we will have the right to retain them.

## **9. Withdrawals**

9.1. Cryptocurrency withdrawals will be made to your stated cryptocurrency wallet address after you make a valid withdrawal request.

9.2. Withdrawals may be restricted if we detect suspicious, unauthorised or illegal activity relating to your Shuffle Account.

9.3. If we mistakenly credit your Shuffle Account with winnings or any other sums that do not belong to you, whether as a result of a technical error or human error or otherwise, such sums will remain our property and will be liable to be deducted from your Shuffle Account. In the event of an incorrect credit to your Shuffle Account, you are obliged to notify us immediately by email at [support@shuffle.com](mailto:support@shuffle.com) upon becoming aware of any such error. If you withdraw funds that do not belong to you before we become aware of such an error, those amounts credited to your Shuffle Account in error will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us.

9.4. If your Shuffle Account has been closed, locked, blocked or excluded and you wish to recover funds held in it, please contact Shuffle customer support at [support@shuffle.com](mailto:support@shuffle.com). We reserve the right to refuse to reopen or unlock your Shuffle Account or to allow withdrawals from it if we suspect that you are in breach of these Terms of Service or if we deem it necessary to do so for other reasons, and we may carry out additional KYC verification procedures and other checks for any withdrawal.

## **10. Winnings and Bonuses**

10.1. All wagers and bets are placed in the particular digital asset or cryptocurrency specified. Any values expressed in fiat currency, including USD, are provided for indicative, reference purposes only

10.2. Your winnings will be paid out in the same asset or currency used to place the bet or wager for that particular game.

10.3. We may from time to time offer you bonuses and rewards, such as free spins, cashback, free bets, and extra money or wager assets to play games with (“Bonuses”). Any such Bonuses will have their own sets of terms and conditions, to which you will need to agree in order to participate. We reserve the right to modify any promotion concerning Bonuses or to discontinue or terminate the promotion at any time. Your eligibility to participate in the promotion and receive any Bonuses is determined by Shuffle in its sole discretion.

10.4. We reserve our right to remove any bonus from inactive accounts and accounts that we determine at our sole discretion to be intentionally exploiting a Bonus in bad faith.

10.5. We reserve the right to cancel all Bonuses that have not been claimed within the shorter of any applicable claiming period or 60 days, and to cancel any Bonus at our sole discretion.

10.6. Users are only eligible to receive winnings and Bonuses if they are not in breach of these Terms of Service.

## **11. Sports betting**

11.1. Shuffle may offer various sports betting markets from time to time (“Markets”), including pre-match and in-play Markets and single and multi bets. The availability of specific sports, events, or matches for betting is subject to change without prior notice.

11.2. Third party providers will provide information related to sports scores and analytics (“Third Party Content”) for Markets. Shuffle is not responsible for, does not endorse, and makes no representations or warranties concerning any of the Third Party Content made available on the Website. You rely upon such Third Party Content at your own risk.

11.3. Third Party Providers may provide specific rules for resolution of Markets, to which you should refer when participating in them.

11.4. Markets will only be settled following official confirmation of the outcome or otherwise at Shuffle’s sole discretion. If the outcome of a Market cannot be verified officially, we reserve the right to void it. If coverage of a match is abandoned or interrupted but the match proceeds normally, the relevant Markets will be settled according to the relevant results as officially reported.

11.5. If a match deviates significantly from the generally accepted format or rules, Shuffle reserves the right to void any relevant Market.



11.6. If a match is not completed or not played (e.g. through disqualification, interruption, withdrawal, changes in draws, etc.), all undecided Markets will be void. However if the outcome of the Market has already been determined then the Market will be settled accordingly.

11.7. If the outcome of a Market was already known or decided before the placing of a bet, the bet will be void and any winnings may be withheld or deducted and wager amounts returned.

11.8. Betting may be voided in the case of any incorrectly displayed or calculated prices.

11.9. Bets are void on postponed, cancelled, or abandoned Matches. Matches which have their start date altered well in advance to accommodate live TV, or to ease fixture congestion will not be classed as postponed. An abandonment is where a match is halted before the completion of the allocated match time and not played out to conclusion on the same day. Markets which have already been determined at the time of abandonment, such as 'First Team to Score', will stand. The Market must be fully determined for bets to stand.

11.10. If a Market is incorrectly settled, Shuffle reserves the right to correct it at any time.

11.11. For prop bets, the following terminology applies:

- "Player must play": applies to all pre-match player prop markets across NBA, NHL, NFL, CBB, and CFB and all in-play player prop markets across MLB, NBA and NFL.
- "Player must start": all prematch MLB player prop markets (pitcher and batter markets) are "Player must start". Bench player markets are not available for pre-match betting. NHL goalie markets are "Goalie Must Start".

11.12. The following rules apply to prop bets:

- Shuffle reserves the right to void bets placed on known outcomes or known results.
- Settlements are sourced from the official league data in the box scores: nfl.com, nba.com, mlb.com, and nhl.com.
- Bets are void on postponed, cancelled, or abandoned matches.

11.13. "Cash Out" is a feature that offers the customer the opportunity to take a return on a bet placed before the bet has reached its conclusion. To Cash Out (where available), click on the Cash Out button next to your bet. The Cash Out amount will then be credited to your account. Once you have chosen to Cash Out, your bet will be deemed concluded and will be unaffected by the final outcome of the relevant event.

11.14. The following also applies to the Cash Out feature:

- (a) Cash Out will not be available on certain Markets and events.
- (b) A time delay is applied on every Cash Out.
- (c) Cash Out will not be available if the event and/or Market you have placed a bet on is suspended.
- (d) A Cash Out attempt may not be successful if a Market or event is suspended or odds change during the time delay period applied after Cash Out is attempted.
- (e) Where Cash Out is available on a pre-match event, if we do not cover the event live then Cash Out will be unavailable once the event starts.
- (f) Your Cash Out value will differ depending on how your selection is performing and may be higher or lower than your original stake.
- (g) Shuffle reserves the right to reverse the settlement of a Cash Out on any bet that has been settled in error.
- (h) Shuffle will not be responsible in the event that Cash Out is unavailable because of technical issues. Any bets will be settled as normal based on the final result.
- (i) Shuffle reserves the right to remove a customer's ability to use the Cash Out feature, or to nullify any use of such feature, in the event of misuse or any other breaches of these Terms of Service.

## **12. Breach**

12.1. Without prejudice to any other rights, if you breach in whole or in part any provision contained herein, we reserve the right to take such action as we see fit, including closing or suspending your Shuffle Account and/or deducting funds from it, terminating our relationship with you under these Terms of Service or any other agreement and/or taking legal action against you.

12.2. You hereby fully indemnify, defend and hold harmless Shuffle and its shareholders, directors, employees and agents from and against all costs, expenses, losses, damages, claims, demands and liabilities (including legal fees and any other charges) that may be incurred or suffered by Shuffle or its shareholders, directors, employees and agents, arising in any way from (i) any breach by you of any part of these Terms of Service; (ii) any violation by you of any law or any third party rights; or (iii) your use of the Services.

## **13. Limitation of liability**

13.1. Under no circumstances shall we be liable for any claims, proceedings, liabilities, costs, losses or special, incidental, direct, indirect or consequential damages

(including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or misuse of the Services. This limitation of liability applies (1) regardless of whether the alleged liability is based on contract, tort, strict liability, statutory liability or any other basis, (2) even in the case of our own negligence, and (3) even if we have been advised of the possibility of such liability.

13.2. The limitations of liability in these Terms of Service shall apply to the fullest extent permitted under applicable laws.

## **14. Intellectual property**

14.1. We and our licensors are the sole holders of all rights in and to the Services and related code, structure and organisation, including copyright, trade secrets, intellectual property and other rights. You may not, within the limits prescribed by applicable laws (a) copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the website, or (b) use any Service in a manner prohibited by applicable laws or regulations (each of the above is an “Unauthorised Use”). We reserve any and all rights, implied or otherwise, which are not expressly granted to you hereunder and retain all rights, title and interest in and to the Services. You agree that you will be solely liable for any damage, costs or expenses arising out of or in connection with the commission by you of any Unauthorised Use. You will notify us immediately upon becoming aware of the commission by any person of any Unauthorised Use and will provide us with reasonable assistance with any investigations it conducts in light of the information provided by you in this respect.

14.2. The term “Shuffle”, its domain names and any other trademarks and service marks used by us as part of the Services (the “Trademarks”), are solely owned by us. In addition, all content on the Website, including, but not limited to, the images, pictures, graphics, photographs, animations, videos, music, audio and text (the “Site Contents”) belongs to us and is protected by copyright and/or other intellectual property or other rights. You hereby acknowledge that by using the Services, you obtain no rights in the Site Contents and/or the Trademarks, or any part thereof. Under no circumstances may you use the Site Contents and/or the Trademarks without our prior written consent. You also agree not to do anything that would, or would be reasonably likely to, harm or potentially harm our rights, including our intellectual property rights.

## **15. Complaints**

If you wish to make a complaint regarding the Services, you may contact our customer support team by email at [support@shuffle.com](mailto:support@shuffle.com). Please see our Complaints Handling Procedures[1].

## **16. Responsible Gaming**

You may select various options to limit your gambling such as self-excluding, closing your account, or setting responsible wager and/or loss limits. Please see our Responsible Gaming and Self-Exclusion Policy[2] .

## **17. Governing law and jurisdiction**

17.1. These Terms of Service will be governed by, and construed in accordance with, the laws of Curaçao.

17.2. The courts of Curaçao will have non-exclusive jurisdiction to settle any dispute arising from or connected with these Terms of Service (including a dispute relating to their existence, validity or termination, or the consequences of their nullity, or any non-contractual obligation arising out of or in connection with them).

17.3. You must bring any and all legal claims under these Terms of Service in your individual capacity and not as a claimant in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. You agree to waive the right to demand a trial by jury, where applicable.

## **18. Severability**

If any provision of these Terms of Service is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these Terms of Service or the validity or enforceability in other jurisdictions of that or any other provision.

## **19. Assignment**

We reserve the right to assign our rights under these Terms of Service, in whole or in part, at any time without notice. You may not assign any of your rights or obligations under these Terms of Service.

## **20. Miscellaneous**

20.1. No waiver by us of any breach of any provision of these Terms of Service shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of these Terms of Service.

20.2. Nothing in these Terms of Service shall create or confer any rights or other benefits in favour of any third parties.

20.3. Nothing in these Terms of Service shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and us.

20.4. Any communications with us regarding use of the Services shall be retained for a period of six years.

20.5. These Terms of Service constitute the entire understanding and agreement between you and us regarding the Services and supersede any prior agreement, understanding, or arrangement between you and us.

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