

## Terms and Conditions

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These General Terms and Conditions are binding. If you make use of the Zigiz website, play any of the Zigiz games or open a player's account, you shall be deemed to be familiar with these General Terms and Conditions and to have agreed to them unconditionally. At all times and without the prior approval of players, Zigiz reserves the right to amend these General Terms and Conditions.

**Last update: 22-04-2014**

### 1. General

#### 1.1 Introduction

Via its website, Zigiz offers you the opportunity to play games ("Games"). You can play "for Fun", "for Real" and "Tournament". In the "for Fun" module you cannot win any prizes, but that is possible in the "for Real" and "Tournament" modules. If you wish to play "for Real" or "Tournament", you should open a player's account which will manage the balance of your winnings. Zigiz recommends that if you are playing "for Real" and "Tournament", you should never place more than EUR 50 on a single day.

#### 1.2 Zigiz's identity:

Zigiz is a trade name of Gemby B.V., Kromwijkdreef 11, 1108 JA Amsterdam.

#### 1.3 Applicability:

These General Terms and Conditions (the "Terms and Conditions") apply to all Zigiz's services, including using the Zigiz website, playing Games and holding a player's account with Zigiz (the "Account"), as well as to any other agreements entered into by you and Zigiz.

#### 1.4 One account per person:

It is not permitted to have more than one account per person. Zigiz has the right to delete duplicate accounts and not pay out profits to these accounts. When a player has multiple accounts on Zigiz they can be excluded from the services Zigiz offers.

#### 1.5 Login details:

You should never give your login details to anyone else and should treat these with the utmost confidentiality. For a number of reasons, amongst which security, Zigiz may request you to change your login details. Transferring or disposing of either your Account or your customer relationship with Zigiz is not permissible, unless you have received prior written permission from Zigiz. Zigiz may assume that all the information originating from your Account has been provided by you, including the provision of bank details to which any profits you make can be paid.

#### 1.6 Blocking:

Zigiz shall be entitled to block your access to Zigiz or to your Account, either permanently or temporarily, or to block your IP address. If Zigiz decides to take any such action, it shall not be obliged to give its reasons for doing so. Moreover, Zigiz may, at its own discretion, impose a limit on the number of times you may participate in a certain period, and/or on the amount of money you can use when playing "for Real" and "Tournament" during this period.

#### 1.7 Amending the Terms and Conditions:

These Terms and Conditions may, from time to time, be amended. Zigiz shall ensure that the most recent version of the Terms and Conditions is available on its website, after which continuing to play the Games shall indicate your acceptance of the new Terms and Conditions. If you do not wish to accept the new Terms and Conditions, you must give Zigiz written notice of this, either on or prior to the date on which the new Terms and Conditions become applicable, and from that date onwards you should refrain from playing any Games.

#### 1.8 Cancelling Games:

At any moment and at its sole discretion, Zigiz shall be entitled to suspend or cancel a Game should a computer virus, bug, hacker attack or anything else interfere with the administration and security of the Game.

#### 1.9 Accuracy of the information:

Although Zigiz takes great care to manage its website well, Zigiz cannot guarantee the correctness, accuracy or (up-to-date) completeness of the information, services or features offered on its website. Moreover, the information visible to you on the website could for technical reasons (caching or otherwise) be out of date. Regarding decisions in respect of the payment of any profits you may have won, Zigiz's administration shall always have the final say and any announcements in that respect, on the website or otherwise, are merely indicative. In addition, Zigiz shall be entitled to revise details of the

profits in its administration if there is any question of a mistake of which you were obviously aware.

#### **1.10 Mistakes:**

If you notice an inaccuracy, you should immediately inform Zigiz of this and, when doing so, provide Zigiz with screenshots so that Zigiz is able to identify the problem as quickly as possible.

## **2. For Real module**

### **2.1 Demands for the player at For Real and Tournament games:**

You can opt for the “for Real” and “Tournament” modules on the condition that you are 18 years of age or older. To that end you must submit an application in accordance with the instructions stated on the Zigiz website. In this context, you must, amongst other things, provide Zigiz with accurate and complete personal details, your email address and also choose a Zigiz user name. At any moment, Zigiz shall be entitled to request additional information for the purposes of verification or authentication.

### **2.2 Costs**

In order to cover the costs for offering Tournament games a percentage of the Tournament Jackpot will be awarded to Zigiz. The percentage of the Tournament Jackpot that is used by Zigiz to cover the costs of the game can be adjusted by Zigiz at any given moment.

### **2.3 Jackpot games**

Jackpot games are a variant of the Zigiz Tournament Games. Jackpot Games run up until a moment defined by Zigiz before the game starts. For Jackpot Games the prizes that can be won depend on the number of participants in the Jackpot Game: the Jackpot increases when more players participate. The Jackpot will be divided when the Jackpot game ends, where up to one-third of all participants will win a prize. Participants can play the Jackpot Game as many times as they want if they want to better their score. When the Jackpot Game ends the prizes will be divided and the won playing units (Chips) will be transferred to the accounts of the winners. When there are equal high scores the prizes will be then divided again between the players who have an equal high score. Zigiz can decide to end a Jackpot game before the time indicated in the game and to adjust the prizes that can be won. In addition to this Zigiz can decide to hold back the prize money when there is indication of fraud in the Jackpot Games.

### **2.4 Upgrade:**

In the “for Real” and “Tournament” modules you play with game-credits which you have purchased. To buy game-credits, you should upgrade your Account by following the instructions published on the Zigiz website. The payment methods and the corresponding terms and conditions may change from time to time. In respect of upgrading the following rules are applicable in any event: (a) By telephone: your number recognition should always be switched on; without number recognition it will not be possible to correct any inaccurate upgrades. (b) Paypal: upgrading by means of Paypal is only possible if the following conditions are fulfilled: (i) a confirmed PayPal address has to be linked to transfers; (ii) only one PayPal account is permitted per Zigiz Account; (iii) you must use the same email address for both your Zigiz Account and your PayPal account; (iv) the PayPal account must be linked to a country where participating in games of skill is legal. No other forms of payment, including for example E-CHECKS, are acceptable.

### **2.5 Mistakes during upgrading:**

Your account should be upgraded in the ways indicated on the Zigiz website, a number of which require the intervention of third parties (payment providers). If you choose to make use of a payment provider, you should be aware that Zigiz will only credit your account when it has actually received the payment from the payment provider. Consequently, there may be a delay between the moment when you upgrade your balance and the moment when the new game-credits are actually credited to your Account. If you encounter continuing problems in this respect you should contact your payment provider.

### **2.6 Non-payment of credits:**

If you have purchased and received game-credits but Zigiz has not received the payment, made in the way you chose, then (irrespective of the reason for the non-payment) you shall be obliged to pay Zigiz the amount due. If the balance on your Account is sufficient, Zigiz may choose to deduct the amount from this balance. In connection with the preceding sentences, Zigiz may claim compensation for debt collection and administration costs.

### **2.7 Profits:**

If you make a profit, this profit can be paid out if you have made one or more payments worth at least the amount of the free credits received when the account was created. For example: you have received €4.50 of free credits when you created your account. You will now have to make one or more payments that add up to at least €4.50 before you can request your first payout. In principle, Zigiz shall pay out profits within ten (10) working days, and in any event no later than eight (8) weeks, of a request for payment being submitted. The payment shall be made to the bank account number linked to your Account (see also section 1.2). Transferring or allocating profits to third parties is not permissible. The profit is only payable if your personal details are accurate and complete and you have moreover always acted in accordance with these Terms and Conditions. It is only allowed to have 1 account connected to a specific

bank account number, or BIC/IBAN number. Exceptions to this rule can be requested by contacting Zigiz Customer Support. If your profit has not been paid out within 8 weeks of submitting a request for payment, you should send Zigiz a notice of default by email within 30 days; if you fail to do so, the profit shall not be paid out.

#### **2.8 Disputes in respect of profits:**

Zigiz shall determine whether you have won or lost and how this affects the game-credits in your Account. In the event of a disagreement, Zigiz shall, at its own discretion, be entitled to decide who should be deemed the winner of a specific Game.

#### **2.9 Tax on profits:**

If an authorised body asks Zigiz to withhold any tax or levies on the profits you have made, Zigiz shall withhold the requested amount. You should ensure that you pay any local or national taxes, excise duties or other levies and/or taxes and payments due on the profits in good time, and you shall indemnify Zigiz against such claims being made on Zigiz by any authority.

#### **2.10 Errors:**

Any amounts which are erroneously credited to your Account as winnings shall automatically be debited when the error comes to light. If you have withdrawn any such winnings, you must immediately repay the amount concerned to Zigiz as paid in error.

#### **2.11 Losses:**

You recognise and accept that you may suffer losses, and you accept complete responsibility for any losses.

#### **2.12 Refund policy:**

Game-credits you have purchased cannot be paid out. If due to a technical failure attributable to Zigiz, a Game cannot be finished, Zigiz shall credit your Account for the number of credits that you paid to participate in the Game that was never finished. However, Zigiz shall not accept any liability for potential winnings you might have won had the game been finished without the occurrence of a technical failure.

#### **2.13 Lapsed credits:**

If you do not play any Games for a period of longer than twelve [12] months, any credit balance on your Account shall lapse. In such cases, Zigiz may also close down your Account.

#### **2.14 Legal restrictions in the player's country:**

It is your responsibility to check whether the statutory laws to which you are subject allow you to participate in the "for Real" and "Tournament" modules. You may not participate in any Games if your statutory laws prohibit participation; this is for example the case if you are from Italy or the United Kingdom. You shall indemnify Zigiz against any consequences arising from breaches of legislation.

### **3. Rules of play**

#### **3.1 General rules:**

In respect of each Game, Zigiz may decide the rules of play to which you must adhere. Zigiz shall assess whether you are playing by the rules.

#### **3.2 Dishonest techniques:**

You may not use any dishonest methods to play the Games. Every technique which offers a player the opportunity of using anything other than skill to play a game shall be deemed dishonest. These techniques include, but are not limited to, holding more than one account, using programme codes or commands or adapted hardware or software to help play the game, taking on the identity of another player, or deliberately losing Games in order to gain a competitive advantage.

#### **3.3 Computerised playing:**

Using machines, computers, software, scripts or making any other use of mechanical, macro methods, either automatic or programmed, is not permitted.

#### **3.4 Infringement:**

Any infringement of the rules of play or acting in any other way which contravenes the Terms and Conditions, could result in you being excluded from playing Games and, moreover, cause the payment of any profits you may have accrued to be withheld.

### **4. Unauthorised use and measures**

#### **4.1 Measures:**

If Zigiz is of the opinion that you are guilty of any unauthorised actions, Zigiz may take appropriate

measures. These measures may include blocking your game-credits or IP address, cancelling any accrued profits and excluding you from future participation. The following shall, amongst others, be deemed unauthorised actions: (a) Laundering money via the Games; (b) phoning in from telephone lines belonging to third parties or via stolen/ found mobiles; (c) conning payment providers; (d) making insulting, threatening or discriminatory announcements in the chat function or anywhere else on the Zigiz website; (e) behaving in a way that causes the disruption or breakdown of the Games or affects the smooth operation of Zigiz in any other way; (f) making use of access to Zigiz or the Games, or the information collected from Zigiz or the Games, to send unsolicited emails (spam); and/or (g) acting in any other way that contravenes the provisions of these General Terms and Conditions or Zigiz's rules of play.

#### **4.2 Random checks:**

Zigiz regularly carries out random checks of her "for Real" and "Tournament" players. With these checks the player is asked to provide extra information about his/her identity. Until Zigiz has received the requested information no payouts will be transferred to the account of the player. Zigiz will destroy the required information as soon as it is verified.

### **5. Privacy**

#### **5.1 Privacy:**

Zigiz shall respect the privacy of all its players and shall bear responsibility for ensuring that the details you provide to Zigiz are handled confidentially. Zigiz shall use your details to enable the Games to be played and, where applicable, to facilitate the payment of profits as easily as possible. For the rest, Zigiz shall only use your details with your permission, or when it is requested to do so by an authorised body or forced to do so by a court of law. Zigiz shall not sell your details to a third party.

#### **5.2 Privacy policy:**

Zigiz has compiled a privacy policy which can be found on the Zigiz website. You have approved that policy.

### **6. Intellectual property rights**

#### **6.1 Intellectual property rights:**

Zigiz's website, web documents, illustrations, depictions, logos, sound fragments and programs, including software, are the property of Zigiz and are protected by copyright and trademarks. Reproducing, making available to the public or distributing work protected in this way, both partially and wholly, is prohibited.

### **7. Zigiz's obligations and liability**

#### **7.1 Disruptions:**

Zigiz's aim is to have the Games it offers operate without disruption, but cannot guarantee that the Games will never be subject to breakdown.

#### **7.2 Game offer:**

Zigiz is not under any obligation to continue offering the Games it is currently offering in the future. Zigiz is free to choose which Games it wishes to offer.

#### **7.3 Refunds:**

If Zigiz should at any moment decide to stop offering a particular Game, it shall refund to your Account the value of any game-credits you may already have purchased.

#### **7.4 Problems:**

Zigiz is not liable for any problems and/or damages which could arise as a result of using this website and/or playing Games on this website, whatever the nature of the problem or damage; these problems and damages shall include delays, spam or viruses, caused by the use of e-mail, downloaded material or other functions originating from a website of Zigiz. Nor can Zigiz be held liable for any deficiency or inaccuracy in the information provided on the website or damages as a consequence of the Games.

#### **7.5 Obligations:**

If Zigiz fails imputably to fulfil its obligations and remains in default even after it has been served with a written notice of default by you, Zigiz shall be liable vis-à-vis you. Zigiz's maximum liability shall be limited to the amount you credited to your Account immediately prior to the relevant event.

#### **7.6 Liabilities:**

You shall indemnify Zigiz against all the liabilities, claims and costs arising as a result of your failure to comply with these General Terms and Conditions or arising via a computer used by you to gain access to the Games.

## **8. Miscellaneous**

### **8.1 Invalidity:**

In the event that any part of these General Terms and Conditions is deemed to be invalid or unenforceable by a court ruling or judicial decision, the rest of the General Terms and Conditions shall remain valid and enforceable; and the provision deemed invalid or unenforceable shall be replaced by a provision which is valid and enforceable and which, as far as possible, takes account of the intention of the invalid or unenforceable provision.

### **8.2 Transfer:**

Zigiz shall be entitled to transfer its rights and obligations by virtue of agreements with players to third parties. If Zigiz opts to do so, it shall inform you of this fact.

### **8.3 Applicable law:**

All the agreements between you and Zigiz shall be governed by Dutch law.

### **8.4 Disputes:**

The District Court of Amsterdam shall have exclusive jurisdiction to hear all disputes.