

General Terms & Conditions Sportsbetting online

PREAMBLE

These Terms and Conditions ("GTC" or "Agreement") constitute and govern the contractual relationship between the parties CASHPOINT (Malta) Ltd., Level 3, St Julians Business Centre, Triq Elija Zammit, STJ 3155 St Julians, Malta, (in the following referred to as "CASHPOINT") and the customer on the other side, in the following referred to as "CUSTOMER". As far as betting or game offers under the brand names XTIP / Merkur Spiel / Merkur Sports are used on this website, the provider and contractual partner of the CUSTOMER always is CASHPOINT Malta Ltd.

DEFINITIONS

The following words and terms should be interpreted as follows, unless the context clearly implies something different.

"**CASHPOINT**" refers to CASHPOINT (Malta) Ltd.

"**CUSTOMER**" or "Account Holder" refers to the customer, who uses the service and software, available through the internet site, and having a contractual relationship with CASHPOINT.

"**Registration Form**" refers to the form to be filled in by the player to open a Player Account.

"**Game**" refers to any betting activity, offered by CASHPOINT on its internet site to the CUSTOMERS.

"**Internet Site**", "**Website**" or "**Site**" refers to the Website/ App www.xtip.de resp. merkur-sports.de and all other sites connected to it, accessible through links or other paths. Operator of the Internet Site is Cashpoint Malta Ltd.

"**Supervision**": CASHPOINT is in Germany an officially approved sports betting organizer that is under the supervision of the Darmstadt Regional Council. The permit was granted on October 9th 2020.

"**Service**" comprises CASHPOINT's services and bet offers related to it, which are listed on the Website.

"**Software**" refers to the software licensed by CASHPOINT, including all programs and databases and any other derived contents, which are accessible or otherwise used by CUSTOMERS through the Internet Site and which allow CUSTOMERS to participate in the games being offered.

"**Player Account**" refers to a personal account, which has been opened by an individual in his/her own name and is maintained by CASHPOINT to enable this individual to participate in the games.

"**Payment Account**" is an account in the name of the CUSTOMER which is used to carry out payment transactions.

For reasons of better readability, the language forms male, female and diverse (m/f/d) are not used simultaneously. All references to persons apply equally to all genders.

1. GENERAL

1.1. CASHPOINT (Malta) Ltd. is a company incorporated in Malta with the following registered address:

CASHPOINT (Malta) Ltd.
Level 3
St Julians Business Centre
Triq Elija Zammit
STJ 3155 St Julians
Malta

1.2. The notion "CUSTOMER" refers to any natural person, who expressly or implicitly agrees to all regulations and conditions of CASHPOINT by opening an account to place games on the website.

1.3. These general terms and conditions describe the contractual conditions, regulations and modalities for the utilisation of the services of CASHPOINT through the CUSTOMER and available under the domains www.xtip.de, merkur-sports.de resp. merkur-spiel.de (the "Website"). These GTC expressly are subject of the matter of any betting resp. gaming contract effective between CASHPOINT and the CUSTOMER. In addition, the "General Terms and Conditions for stationary sports betting" apply. The CUSTOMER confirms that he has read

these General Terms and Conditions and that he accepts them without reservation. In case of questions with regard to these GTC the customer can contact the customer service anytime (support: see contact dates).

1.4. These general terms and conditions and the betting contracts based on them are subject to German law.

1.5. Any liability of CASHPOINT towards the CUSTOMER in case of force majeure is excluded, as far as legally permissible. In case an authority or another official body prohibit or interdict the operation of gaming or betting, CASHPOINT is not liable towards the CUSTOMER for damages caused to the CUSTOMER thereby. In such case any claims for compensation are excluded.

1.6. In case either of the parties should not enforce any right or any clause of this agreement this is not to be deemed to be a waiver to such right or such clause.

1.7. CASHPOINT reserves the right to revise these terms and conditions on a regular basis. The changes will become effective upon publication on the website. CASHPOINT will notify the customer of the changes made. When logging into his Player Account, the CUSTOMER will be asked separately to give his consent. In case the CUSTOMER does not accept the modifications of the general terms and conditions, the CUSTOMER must not continue to use or access the services.

2. The betting agreement

The betting contract is concluded between CASHPOINT and the CUSTOMER. This betting contract is based on the present terms and conditions. When starting to play, the CUSTOMER assures that he has read and understood the general terms and conditions as well as the rules on stakes, odds and winnings on the website. When placing a bet, all possible tax amounts or fees are indicated, provided the CUSTOMER is obliged to pay them, in particular according to §17ff of the Rennwett- und Lotteriegesezt. CASHPOINT reserves the right to make the admission of CUSTOMERS to the gaming offers subject to certain conditions (e.g. verification of identity,

verification of payments made) and to expand or modify the services on the Website anytime.

3. Authorisation

3.1. The services are only available to persons and may only be used by persons who, correspondent to the applicable laws in their country of residence, may conclude legally binding agreements. It is on the CUSTOMER to make sure that the participation in gaming is admissible in his home country.

3.2. The services are not available for minors. Minors must also not participate in betting in the presence of their legal guardian, another adult or on the basis of a granted authorisation. CASHPOINT verifies the age of majority by means of identification procedures, with which the CUSTOMER agrees upon acceptance of these GTC. In case of a violation of this clause, CASHPOINT reserves the right to retain eventual prizes, to block the Player Account and to institute legal steps against those adults who allow an underage person to play.

3.3. CASHPOINT is entitled to request from the CUSTOMER a proof of age and to deny a CUSTOMER the access to games in case there is reason to assume that they have not reached the required minimum age.

3.4. Under no circumstances is CASHPOINT liable for the abuse of these services by unauthorized persons or minors.

3.5. CASHPOINT particularly reserves the right to deny and/or cancel the services upon its own discretion if doubts exist on the admissibility of the gaming offer in the country of residence of the CUSTOMER.

4. Information on registration

4.1. In order to participate in betting, the CUSTOMER must fill in the registration form on the Website and open a "Player Account" ("Registration"). The identity check of the CUSTOMER is based on the requirements of the Interstate Treaty on Gambling, the Money Laundering Act and the licensing authority.

4.1.1. Upon registration, the CUSTOMER undertakes to give correct, actual and complete information on his person. Incorrect information regarding his identity, an incorrect presentation with regard to connections to another person, the use of false documents or instruments or other actions or omissions in order to disguise the identity towards CASHPOINT are prohibited and will be reported to the competent criminal prosecution or investigation authorities and lead to the exclusion of any claim for prizes. In such case there is no claim for reimbursement for eventually existing credits or amounts paid in. Any CUSTOMER accessing the services of CASHPOINT will be requested to submit a valid proof of his age and his identity in the form of an official document (personal identity card, travel passport or comparable official document). Any modification concerning the details of the person is to be communicated to CASHPOINT immediately.

4.1.2. When registering, the CUSTOMER has to provide his name, date of birth, place of birth and his current place of residence, a valid email address and a telephone number. When registering, the customer declares that he is not a minor. CASHPOINT then carries out a KYC ("Know your customer") procedure in order to check the correctness and validity of the personal data transmitted by the CUSTOMER. CASHPOINT may also entrust third parties with the verification of personal data, in compliance with the relevant data protection regulations, and the CUSTOMER agrees to this. Only CUSTOMERS from the countries selectable in the registration form will be accepted.

4.1.3. The CUSTOMER has to choose a personal and confidential user name or email address. The user name must be unambiguous and unequivocal. Insulting or offensive names are not permitted. Also not permitted are user names containing internet links or making reference to such, or account names intending certain rights of the CUSTOMER (e.g. the denomination "administrator" is reserved for CASHPOINT). We reserve the right to block accounts with inadmissible or unacceptable user names. As soon as an adequate and acceptable alternative is chosen, the account may be opened again. The CUSTOMER

is responsible for keeping the username and password for his account safe. CASHPOINT is not responsible for damage caused by an act or omission of the CUSTOMER through improper or unauthorized use of his account.

4.2. During the registration procedure, the CUSTOMER has to send CASHPOINT a valid identity document and to disclose his address, email address and/or personal telephone number. CASHPOINT may request anytime that a CUSTOMER submits additional evidence of his identity (e.g. notarised copy of the travel passport). The Player Account may be frozen till such evidence is given.

4.3. Customer safeguards that his registered data will continuously be brought up to date and all necessary modifications of the names, the address or the email address / telephone number in his Player Account are carried out. It is the responsibility of the CUSTOMER to inform CASHPOINT immediately on any modification of his personal data. The CUSTOMER must confirm the correctness of his data at regular intervals. In the event that CASHPOINT cannot determine the correctness of the information provided by the CUSTOMER in the course of the verification, further participation in the game is not possible.

4.4. In case CASHPOINT has reason to assume that the details of the CUSTOMER are not true and correct or the CUSTOMER does not provide supplementary information for the verification of the registration data as requested, CASHPOINT is authorised to freeze the Player Account of the CUSTOMER or to close it and retain all prizes.

4.5. The CUSTOMER may only register himself. The registration for another person is not allowed. The transfer or sale of a Player Account or the acquisition of such a Player Account from a third party is not permitted. Funds are generally only transferred to the same payment account from which the deposit was originally made.

4.6. The CUSTOMER must not register in case he/she is already registered with a Player Account at CASHPOINT. Per person only one Player Account is allowed. The utilisation of more than one Player Account per person is deemed to be "multi-accounting" (administration of several accounts) and is forbidden. In case CASHPOINT

determines or suspects that a CUSTOMER has several Player Accounts or has registered himself several times, CASHPOINT is authorised to freeze each of these Player Accounts and to refuse any payment of deposits. An existing customer card account can be expanded to a Player Account for online games.

4.7. CASHPOINT treats the information being submitted by the CUSTOMER with respective care in accordance with the information given during the registration procedure and made in the data protection statement.

4.8. CUSTOMER declares not to use a payment account or credit card if he/she is not authorised to use it; CUSTOMER warrants to be the owner of the Payment Account used.

4.9. CUSTOMER is not entitled to make a payment to an account for another purpose than to participate in gaming, especially for illegal purposes (e.g. money laundering); the payment of moneys, originating from criminal or other illicit activities, is also forbidden.

4.10. Excluded persons are prohibited from participating in the sports betting organized by CASHPOINT. The CUSTOMER declares that he does not suffer from gambling addiction and that he is not undergoing corresponding medical treatment. He also declares that he is not prohibited from participating in gaming for legal or other reasons and that he is not subject to any (self-) exclusion or third party exclusion.

4.11. The registration of a CUSTOMER may be refused or precluded by CASHPOINT on its discretion. There is no right to registration at CASHPOINT or participation in betting.

4.12. Since there can be a period of several days between the initial registration and identification by CASHPOINT, CASHPOINT can offer the possibility of temporary gaming. It applies here that the temporary game can be permitted within a period of 72 hours from registration up to a maximum deposit limit of 100 euros. Any winnings can only be paid out after identification (KYC procedure) and authentication have been completed. Identification must be fully completed within 72 hours, otherwise CASHPOINT must block the Player Account. It can be opened again by CASHPOINT after the identification has been com-

pleted.

5. Security of the account

5.1. CUSTOMER is recommended for security reasons to choose a safe and difficult to find password. The customer himself is responsible for keeping the password secret. Should the confidentiality of his data or the password not be safeguarded by the CUSTOMER, he has to immediately change the password accordingly.

5.2. CASHPOINT is in no way liable for the abusive access to a Player Account by a third person, unless CASHPOINT is responsible for this. CASHPOINT shall not be responsible for damages caused by an act or omission of the CUSTOMER due to improper or unauthorized use of his account.

6. Restriction of utilisation

6.1. CASHPOINT grants the CUSTOMER a not exclusive, not transferable and limited personal use option to access the services offered on the Website.

6.2. The CUSTOMER undertakes to use the information obtained by using the services of CASHPOINT for the sole purpose to make use of the gaming offer within the Website.

7. Manners

The CUSTOMER declares not to use any electronic communication of a service on the website for any purpose which would be illegal, offending, stalking, molesting, defaming, threatening or hateful.

8. Incorrect conduct of Customer

8.1. The conduct of CUSTOMER will be regarded as violation of these GTC, if, but not exclusively, the CUSTOMER:

- intentionally gives incorrect or incomplete information, in particular with regard to the Player Account or the money laundering requirements;
- attempts to manipulate the result of the games by concerted practices, modifications of the program or in another inadequate manner;
- intentionally causes malfunctions or defects of the Website to undermine the natural flow of the game;
- installs more than one account per person;
- exploits a software error in its

favor and / or communicates the existence of a software error to third parties in order to enable them to exploit the software error. A software error is exploited in particular if the customer receives winnings through his gaming behavior that would not have occurred, or would not have occurred in terms of amount, in comparable betting situations in a bet without software errors.

8.2. CUSTOMER is not allowed to decompile the software on CASHPOINT's Website or in the App or to attempt to decompile such or to develop resp. use a software, impairing the Website/App, the software and the server connected with the Website/App as well as its communication.

8.3. Any use of software with artificial intelligence in connection with the utilisation of the gaming-betting-offer on the Website/App of CASHPOINT is forbidden. CASHPOINT reserves the right to take measures to identify and impede the use of such software. In case CASHPOINT identifies the use of forbidden programs or has justified cause such use is attempted, CASHPOINT has the right to freeze the respective Player Account, to retain any moneys and deposits on the account and/or exclude the CUSTOMER from the use of the services of CASHPOINT.

8.4. In case of abusive conduct or the suspicion of abusive conduct of a CUSTOMER CASHPOINT is authorised to immediately terminate the agreement resp. any betting agreement with the CUSTOMER and to exclude him from the further utilisation of the Website. Also, CASHPOINT is entitled in such cases to interrupt the participation in gaming and to terminate it, to block the CUSTOMER or the account of the CUSTOMER with or without prior notification and to retain the deposit and the prizes of the CUSTOMER obtained by abusive conduct till completion of the fact finding.

9. Account freezing

9.1. CASHPOINT reserves the right upon its own discretion to refuse services towards the CUSTOMER, to discontinue and/or to refuse for any justified cause to pay out prizes, particularly, but not restricted to the following situations:

9.1.1. in case CASHPOINT has reasons to assume, that the activities of the person on the Website could

be illegal;

9.1.2. CASHPOINT could suffer fiscal, regulatory or financial disadvantages through certain activities;

9.1.3. in case one or several transactions on the Website of CASHPOINT are judged as violation of this agreement;

9.1.4. if there is suspicion of irregularities or incorrect customer information in connection with the Player Account.

9.2. CUSTOMER is not allowed to manipulate resp. to adulterate the regular course of gaming through the use of technical devices like especially bots (robots). CUSTOMER expressly declares that when participating in betting he has no knowledge at all on the result of game or the betting event it concerns.

9.3. CASHPOINT reserves the right to terminate without prior announcement gaming or betting offers up to the specific game or betting. This especially applies to cases of quota or software errors.

10. Discontinuance or cancellation of games

10.1. In case that information on the Website is published incorrectly CASHPOINT will take measures to correct the data in the system so that the correct information is given. All prizes concerned by publication of incorrect information will be modified accordingly.

10.2. All betting transactions are recorded in the system. In case that a game has not taken place please contact customer service in case of questions (see contact).

10.3. CASHPOINT reserves the right to consequently correct resp. to annul results in case the result having been caused by a technical error, fraudulent conduct or pretence of a stake not existing. CASHPOINT reserves the right to revoke prepayments made erroneously.

11. Pay ins

11.1. Payments to a Player Account can be made by the payment methods listed in the chapter "payments" on this Website. As soon as the CUSTOMER has registered himself with his user name and the password, he

can make a payment by pressing the button "payment" and carries out the subsequent shown steps for the payment procedure. The CUSTOMER may also make the payment via banking transfer to the banking account of CASHPOINT shown or per E-wallet or by accepted credit card. CASHPOINT informs the CUSTOMER that not all credit cards are accepted. The personal data of the CUSTOMER having the betting account and who is the owner of the payment account resp. the permitted means of payment must be identical. The payment methods available for the offer of sports betting may be different from the offer of other games.

For any bank transfer the CUSTOMER has to indicate "CASHPOINT (Malta) Ltd." as beneficiary as well as his user name as purpose of use. In case of payments via banking transfer CUSTOMER must consider a processing period of several days. A participation in betting for the CUSTOMER is only possible after the moment that the deposit has been credited to the Player Account.

11.2. CASHPOINT reserves the express right to not (or no longer) accept specific means of payment. To this extent CASHPOINT has the right to modify the available payment methods without prior information to the customer or not to accept them. In addition, CASHPOINT has the right in principle to limit the payment of monetary amounts via certain means of payment.

11.3. CASHPOINT does not guarantee that all payment methods are available anytime.

11.4. In case of debiting via credit card to a Player Account the payment to the account takes place in real time but only if the card issuer has authorised the transaction.

11.5. The CUSTOMER himself can determine certain limits for deposits, stakes or losses in his Player Account, regardless of the deposit limit mentioned in point 23.

11.6. The minimum amount for payments per transaction is Euro 10,-. The maximum payment amount can be limited by CASHPOINT.

11.7. CASHPOINT exclusively uses payment services which have been authorised under the applicable laws.

11.8. Winnings from sports betting can only be used for gambling in other areas after a waiting period of one hour.

11.9. Customer funds deposited into the Player Account are managed separately from other CASHPOINT assets and are not used for risk compensation. The customer credit balance is covered by liquid funds at all times.

12. Pay out

12.1. In case the CUSTOMER desires the prize to be paid out, he has to choose the button "out payment" on the Website. Then the other predetermined steps are to be followed. The payment per banking transfer can only be made to a payment account of the CUSTOMER operated under his name. In the case of transfers to a bank account of a bank within the European Union, CUSTOMER must consider a processing period of several days.

12.2. A request for a withdrawal is not possible as long as the bet has not been completed and evaluated.

12.3. CASHPOINT reserves the right to retain the out payment requested temporarily in case of a justified doubt. For withdrawals of € 2.000,00 or more, CUSTOMER has to submit further identity documents upon request of CASHPOINT.

12.4. Payment methods and the required information are listed in the respective field under "out payment" on the Website. The payout methods can differ depending on the gambling offer.

12.5. The personal data of the CUSTOMER owning the Player Account and of the owner of the banking account (or any other payment method) must be identical. CASHPOINT applies a KYC-procedure ("Know your customer") in order to verify the validity of the personal data of the customer communicated.

12.6. Out payments from a Player Account can only be made in case the payment amounts existing on it have been used at least once for betting participation. In the event of justified cause, such as e.g. suspicion of money laundering or circumstances that indicate betting or betting execution in violation of the law/contract, CASHPOINT reserves the right to legally review the payout request within 30 days.

13. Utilisation of the betting account

13.1. Deposits or stakes on Player Accounts or the betting offers are shown in Euro.

13.2. CUSTOMERS may close their Player Account anytime. In such case CUSTOMER can send an email to the customer service of CASHPOINT (contact form). Then the customer service will close the account and confirm the closing down to the CUSTOMER.

In case CUSTOMER desires to have a deposit paid out from an inactive or frozen account CUSTOMER has to inform CASHPOINT (contact form) in writing.

14. Bonus and discount guidelines

14.1. In the frame of so-called bonus promotion a so-called "Bonus money" will be credited to the Player Account in addition to the effectively paid in amount.

14.2. By participating in such bonus activities, the CUSTOMER accepts the separately communicated participation rules on the Website for the respective activity. A bonus is an offer with a time limit without legal entitlement and the conditions communicated with the bonus may be modified by CASHPOINT anytime.

14.3. Details of the bonuses offered are to be found in the bonus/promotion-area on the Website. The determination of the amount of the bonuses is in the discretion of CASHPOINT. The CUSTOMER has no legal entitlement to obtain and to be paid bonus moneys.

14.4. The out payment of deposits on a Player Account before the conditions of the bonus are completed leads to the forfeiture of the bonus. In such case the CUSTOMER has no claim for a (accrued) bonus.

14.5. Any justified notification to fraud or manipulation or other forms of fraudulent or deceitful activities in connection with the procurement of bonus moneys immediately leads to the deactivation of the Player Account and all deposits on it.

15. Limit of liability

15.1. CASHPOINT is not liable for slightly negligent breaches of duty, provided that these are not essential

contractual duties (so-called cardinal duties), damages from injury to life, body or health or guarantees. Material contractual obligations are those whose fulfillment makes the proper execution of the contract possible in the first place and whose fulfillment may be relied upon.

15.2. The offered games and services on the Website of CASHPOINT are available to the CUSTOMER only in the frame of the actual state of technical art. CASHPOINT does not guarantee or is liable for the uninterrupted availability or the usability of the services offered.

15.3. CASHPOINT undertakes to continuously make available the services on the Website. However, CASHPOINT does not undertake liability for errors, omissions, interruptions, deletions, defects, delays in the operation or the transfer, failures of the communication wiring, theft or destruction or illicit access to the Website or the Services or the modification of the Website or the Services.

15.4. CASHPOINT does not take any responsibility in case of technical malfunction of telephone networks or similar wiring, in case of technical errors of computer systems, server or providers, of hardware or software or in case of failure because of other technical problems in the internet resp. on the Website or in one of the Services.

15.5. CASHPOINT does not take any responsibility for any interruption of gaming events or for the Website being off-line. CASHPOINT is not liable for erroneous entries of the CUSTOMER when making a bet or a game for technical failures in a bet / game. CASHPOINT is not obliged to correct an entry which the CUSTOMER alleges to be erroneous. Also, CASHPOINT does not take any responsibility for the existence or damages having been caused by viruses or other detrimental components on the Website or the respective servers, even if they may have led to damages on the hardware / software of the CUSTOMER.

15.6. CASHPOINT is not liable for damages having been caused by failures in recording data, storing and processing data and the incompleteness and the incorrectness of data transferred. CASHPOINT especially reserves the right to correct obvious errors in storing and processing the results of the

sports events building the basis (e.g. of bets, etc.).

CASHPOINT particularly reserves the right to correct obvious errors in storing of the results shown (e.g. erroneously shown bets or quotas, etc.). In case of such obviously recognizable mistakes or in case of software problems, when a gaming event is incorrect or broken off because of software failures, or the betting quota is shown incorrectly, the bet is declared to be invalid. In this case, the betting contract is deemed not to have been effective from the start, so that the amounts staked are reimbursed to the CUSTOMER. In such cases the customer is not entitled to a prize.

Also, CASHPOINT reserves the right anytime to restrict or completely to refuse a betting participation in case this is indicated because of technical failures, software malfunctions or comparable circumstances.

15.7. As soon as the CUSTOMER discovers a malfunction in the gaming and betting software, he is obliged to contact CASHPOINT immediately (contact form) and to inform about this malfunction.

15.8. CASHPOINT is not liable for damages of any kind caused by abusive use of the account through the CUSTOMERS or a third party.

15.9. In case of violation of the GTC by the CUSTOMER, he has to hold CASHPOINT free of any claims by third parties and to bear all losses, costs or damages caused thereof.

16. Money laundering prevention

In compliance with the requirements of the Money Laundering Act, all transactions are checked for possible money laundering attempts and corresponding suspicions.

16.1. No person may abuse this Website for the purpose of money laundering or financing terrorism. CASHPOINT may apply a best-practice anti-money laundering (AML) procedure. CASHPOINT reserves the right to refuse transactions, to break off and cancel transactions of CUSTOMERS who do not follow the following AML-requirements and guidelines:

16.1.1. Prizes are only paid to the person having opened the Player Account in the beginning and only to the credit card or the account

stored, from which the payment had been made.

16.1.2. If a CUSTOMER pays in money via credit-/debit card, CASHPOINT only pays the prizes to the person whose name is shown on the card having been used for the payment. Prizes will only be paid to the same card;

16.1.3. Per person only one Player Account is permitted. Prizes cannot be paid from Player Accounts having been opened under false names resp. false data or to several accounts having been opened by the same person;

16.1.4. CASHPOINT requires a copy of a valid identity document having been issued by the competent authority of a listed state or country. CASHPOINT may request from time to time on its own discretion, that the CUSTOMER submits additional evidence on the identity (KYC-documentation) or origin of the means, e.g. like notarised copy of the travel passport or other means to verify the identity, and may freeze a Player Account on its own discretion till such evidence has been submitted to CASHPOINT's satisfaction;

16.1.5. All transactions will be examined to prevent money laundering;

16.1.6. In case CUSTOMER does not respect these regulations and rules CASHPOINT may freeze the Player Account till the completion of the fact finding.

16.1.7. Persons being on sanctions lists like of the EU or FATF („Financial Action Task Force on Money Laundering“) are not allowed to register or to operate a Player Account.

16.1.8. Persons being politically exposed persons (PeP), related to such a person or who have a close business relationship with such a person, are obliged to inform CASHPOINT accordingly.

16.2. Any suspicious or fraudulent transactions will be reported to the competent authorities immediately.

17. Intellectual property

17.1. All content, trademarks, trade names, logos and pictures are in the property of CASHPOINT or its connec-

ted companies and are protected by the copyright and trademark law as well as international agreements and regulations.

17.2. Pictures published on the Website are either property of CASHPOINT or are used with authorization. CUSTOMER agrees not to load down, post, reproduce or distribute information, software or other materials protected by copyright or other intellectual property rights (as well as personality and promotional rights), without having obtained the prior permit of the owner of these rights and the written approval of CASHPOINT.

18. Compensation of damages

18.1. Should one or more of the present General Terms and Conditions be violated, or CASHPOINT has justified suspicion that these have been violated, CASHPOINT has the right to initially block the funds available in the CUSTOMER's account to cover the costs of the damage incurred and use them for regulation as soon as the liability for damages has been proven.

18.2. CASHPOINT reserves the right to assert any damage to the CUSTOMER that has arisen due to the behavior of the CUSTOMER at CASHPOINT itself, its employees and contractual partners. For this purpose, the rights of third parties may be transferred to CASHPOINT and asserted against the CUSTOMER.

19. Pathological gaming prevention

19.1. Participation in betting can be addictive and, among other negative effects, can lead to mental, family and financial problems. Possible reasons for this are, above all, the increased participation in bets, the diverse selection of betting and staking options and the assumption that it only depends on the "correct" decisions of the bettor whether a profit is achieved. Signs of betting addiction are, among other things, the increasing frequency of participation in bets, difficulties in quitting betting, ever higher stakes, betting a large part of the income and entering into debts to satisfy the urge to bet. In some cases the feeling of compulsion to continue betting cannot be suppressed.

19.2. In order to encourage CUSTOMERS to play responsibly and to prevent the development of gambling addiction, the betting operator has

developed a social concept with a company youth and player protection concept in compliance with §§ 6,7 GlüStV, which the betting operator consistently implements:

19.2.1. The exclusion of minors is ensured by an identity check.

19.2.2. CASHPOINT is connected to the central exclusion file OASIS GlüStV. In order to ensure the exclusion of excluded players, the OASIS GlüStV central exclusion file is queried as to whether the CUSTOMER is excluded. Anyone can have themselves entered in the central exclusion file OASIS GlüStV (self exclusion). In addition, the betting operator ensures that exclusions can be imposed in the cases required for reasons of player protection (third-party exclusions) by the betting operator.

19.2.3. CASHPOINT can exclude people from participating in a bet without giving a reason.

19.2.4. Consultations about addiction to betting and how it arises, as well as financial difficulties related to betting addiction can be carried out at institutions that the CUSTOMER can find under the menu item "responsible gaming".

19.2.5. CASHPOINT offers the CUSTOMER several possibilities to support responsible gaming. To this extent the CUSTOMER can exclude himself on the Website under "Limits & Locks" or set certain limits. This includes:

- setting of payment limits
- setting of limits for betting stakes and losses
- limitation of gaming time
- (self-)exclusion

19.2.6. CASHPOINT reserves the right to determine limits for certain CUSTOMERS or to exclude CUSTOMERS from the participation in gaming. Also, cross-provider limits may apply on the basis of legal regulations.

19.2.7. Parallel gaming with several providers on the Internet is not permitted for the CUSTOMER. To prevent parallel gaming, the competent authority maintains a central monitoring file, in which the required personal data is processed. In the event of a change of the provider, the CUSTOMER must

expect a waiting period.

20. Complaints

20.1. In case of a complaint or a problem the CUSTOMER may contact the customer service in writing per email, detailing the kind of complaint. CASHPOINT customer service staff will answer the CUSTOMER with a solution of the problem to the email address concerning the complaint within 2 days.

20.2. In case CUSTOMER is of the opinion that the problem has not been solved, the problem may be reported to the Maltese Alternative Dispute Resolution Entity (Madre) under <https://madre-online.eu/file-a-claim/>.

20.3. The platform about online dispute resolution and consumer affairs (ODR platform – ec.europa.eu/consumers/odr) allows the CUSTOMER to report, to process and to answer complaints online. ODR offers communication especially for disputes in which the company and the CUSTOMER are in different countries.

21. Data protection

The customer data being asked, used and stored for the contractual agreement with CASHPOINT are personal data and processed in accordance with the Federal Data Protection Act, the EU-GDPR and all other data protection regulations applicable in the EU.

For further information concerning the handling of personal data refer to the respective applicable data protection statement.

22. Sports betting rules

22.1. Among other the following betting types for sports events and live betting (e.g. soccer, tennis, Formula1, ice hockey...) are offered:

- Single betting: In case of single betting the betting is made on victory, drawn or defeat
- Combined betting: At least two betting events are combined with each other.
- System betting: All possible combinations of single betting, which may be calculated from a higher number of betting events for a smaller number of combined betting events are compiled (e.g. 3 of 4: out of 4 possible single bets four three combinations are built).

Each of these combinations corresponds with one single bet.

- Multiple betting: More than one possible result of an event may be betted. Multiple betting basically is a combined bet of various choices for a betting variation of a game.

22.2. In the following cases the bet is invalid resp. the betting agreement subsequently is deemed to be subsequently canceled by mutual agreement with the legal consequence that the betting stake is to be refunded to the betting customer:

- In case the betting event does not take place as listed in the quota sheet (e.g. mixed up hosting right – except the hosting team exerts its hosting right, for what reason ever, in another sports arena);
- In case of conclusion of the bet after the effective start of the betting event building the basis of the bet, does not take place resp. not in accordance with the betting regulations. The time registered by Cashpoint for the conclusion of the betting agreement is binding for the betting customer.

22.2.1. In case a betting event is cancelled or does not take place for other reasons, except

- that at the time of the cancellation already an alternate time for this betting event is given, taking place within the subsequent two calendar days, counted from the originally intended beginning of the betting event (does not apply to cancelled or discontinued games in the MLB);
- or the betting event takes place subsequently within the frame of a sports tournament event (e.g. World-, Europe- or State Championships, Olympic Games, tennis tournaments, etc.);

22.2.2. In case the betting event is discontinued without official classification immediately after the discontinuance; subsequent changes of the classification (e.g. decisions at the "green table") therefore remain without consideration;

22.2.3. If a tennis match is ended by w.o. or forfeit;

22.2.4. In case Baseball games are discontinued or cancelled;

22.2.5. In case specific facts exist

causing the suspicion that the betting is based on a betting event, which presumably or effectively may be manipulated or the CUSTOMER is in connection with such manipulated betting event or has knowledge of it or is directly or indirectly involved in the manipulation.

22.3. The following regulations apply to the assessment of a betting result:

22.3.1. The events reported immediately after the end of the betting event (e.g. awards ceremony, in case it takes place immediately after the betting event) are relevant.

22.3.2. In case of soccer and ice hockey games the result after the regular playing time is relevant. Therefore, eventual extra time or penalties etc. have no influence on the betting agreement, except the contracting partners have agreed something different by a note in the records of the betting operator (e.g. European Cup Promotion Betting).

22.3.3. In case two or several competitions of the same kind (e.g. two giant slaloms) take place at one location, all bets, having been concluded before the beginning of the first event, only apply to the first event, except something else had expressly been agreed.

22.3.4. Regarding American football, basketball and baseball for the assessment of all events and variants the result including extra time is relevant.

22.3.5. In case of "dead heats" (2 or several in the same position) the payments will be divided accordingly (e.g.: stake of 100, quota for the winner of 1,80, results in betting payment of 180, in case of two winners therefore the payment is 90 each, in case of three winners 60 each). In case only two starters (teams) participate in betting events (e.g. Head to head-betting) and no drawn-quota is offered, in case of "dead heats" the payments are not divided, but the whole stake is paid back.

22.3.6. In case the betting event takes place in accordance with the present General Betting Regulations and a participant, starter or a team does not show, the betting agreement remains valid ("play or pay"); this means, that a bet placed

on a participant, starter or a team not showing is deemed to be lost for the CUSTOMER.

22.3.7. Bets on events already having been decided at the time of the discontinuation will be evaluated independently from the time of the discontinuation or the recontinuation.

22.4. In case several betting events are combined ("combined bet") the following applies:

22.4.1. If one, more or all events are cancelled, discontinued or do not take place for other reasons, without fixing an alternate date at the time of the discontinuation of the betting event, which will be within the subsequent two calendar days, counted from the originally planned beginning of the betting event, this (these) betting event(s) is (are) evaluated with quote 1,00. This also applies to tennis matches ended by w.o. or forfeit. This does not apply to games cancelled or discontinued in the MLB resp. without official ranking immediately after the discontinuation, or the betting event takes place subsequently within the frame of a sports tournament event (e.g. World-, European or State Championships, Olympic Games, tennis tournaments etc.); events already having been decided at the time of the discontinuation are evaluated independently from the time of the discontinuation or recontinuation.

22.4.2. If the agreement is concluded only after the beginning of one or several events, the quota 1,00 applies to them. In case the bet is made only after the beginning of all events, then the bet is invalid resp. the betting agreement is subsequently deemed to be canceled by mutual agreement and the betting stake is to be paid back to the CUSTOMER.

22.5. Special conditions concerning "player x scores in the game" resp. "player scores + result of the game". If the player does not play from the beginning, the bet is evaluated at 1,0. Own goals do not count.

22.6. Special regulations for bets for tennis matches

22.6.1. Set bets: In case the number of sets to be played is changed, all bets made on this type of betting (set bets) are evaluated at

quota 1,00. Bets on the result of the match remain valid.

22.6.2. Tiebreak-bets: In case the number of sets to be played changes, all bets made on this type of betting (tiebreak-bets) are evaluated at quota 1,00. Bets on the result of the match remain valid.

22.6.3. Tournament victory: In case the betting event takes place in accordance with the present General Betting Regulations and one participant or team does not show at this event, the betting agreement remains valid ("play or pay"); this means that a bet placed on a participant or a team not showing is deemed to be lost for the CUSTOMER.

22.6.4. In the following cases tennis bets remain valid:

- Change of playing day
- Change from „indoor“ to „outdoor“ and vice versa

22.7. Special regulations for live bets: Live bets are marked as such by addendum in the betting offer and/or on the bet slip (live or live bet). These bets are explicitly open even after the beginning of the event. In this type of bet the quotas change dynamically and are continuously adjusted to the actual course of the game. The results published immediately after the end of the respective bet are relevant for the result of the evaluation of the live bet. Subsequent modifications (e.g. decisions at the "green table") have no influence on the live bet offer. Expressly no "subsequent decisions" (at the green table) are those made by the VAR (Video Assistant Referee) during the game.

CASHPOINT is entitled to declare the betting agreement to be invalid if

1. the betting customer concluded the bet knowing information deciding the bet, which were unknown to the public at the time of the conclusion of the betting agreement, or

2. if the prize quota given is calculated incorrectly because weather events had not been taken into consideration at actual events. The betting customer may in such case, upon adaptation of the prize quota to such prize quota, which would have been fixed by Cashpoint taking into consideration the current weather events at the time of the conclusion of the betting agreement, stick to the betting agree-

ment. At the time of the conclusion of any live betting the actual result or the actual interim result of a betting event is shown. The betting agreement is invalid if the given interim result of the betting event was incorrect at the time of the conclusion of the betting and such incorrectness could have effect on the conclusion or the result of the betting agreement.

Cashpoint is entitled to declare bets to be invalid, which are concluded after the time of the institution of a video evidence procedure, which might have influence on the result of the betting event, if the video evidence procedure has a modified decision of the referee as consequence.

22.8. Alle times given refer to Central European Time (CET).

23. Deposit limit

23.1. In principle, there is an individual monthly cross-provider deposit limit of a maximum of EUR 1,000 for the CUSTOMER. The CUSTOMER must set this limit when registering or confirm an existing cross-provider deposit limit. If the cross-provider deposit limit has not been set, participation in the game is not possible. Upon request under the menu item contact form and by sending proof of economic capacity (e.g. by submitting bank statements or income tax proof or other proof of income), the monthly deposit limit for sports betting can be set to an amount of up to EUR 10,000 per month in exceptional cases.

23.2. In special individual cases, the amount can be set at up to Euro 30.000,- per month, provided that the CUSTOMER is at least 21 years old and has also given prior consent under data protection law that the competent authority is informed immediately in the event of indications of a risk of gambling addiction.

23.3. The CUSTOMER has no legal claim to increase the deposit limit per month. It is at CASHPOINT's discretion to approve the increase in the limit.

23.4. The CUSTOMER must repeat to proof his corresponding economic capacity in a suitable and verifiable manner on an annual basis. CASHPOINT may also entrust third parties with the review of economic capacity in compliance with the relevant data protection regulations and the CUSTOMER agrees to this.

23.5. To monitor the cross-provider deposit limit, the competent authority maintains a central file for monitoring the limits in which required personal data is processed.

24. Prize limits

24.1. In case a betting customer simultaneously concludes several identical bets (also the combination of single and combination bets), of which the total prize exceeds the prize limits, CASHPOINT has the right to reduce the betting stake to the extent this is required to meet the prize limit(s).

24.2. Payment of betting prizes will only be made up to the amount of the prize limit set by Cashpoint. In case CUSTOMER places a bet of which the respective prize amount exceeds the limit, CASHPOINT is not liable for the exceeding amount. In this case out payments are reduced accordingly. This also applies in case CASHPOINT has not made clear to the customer upon making the bet/game, that the prizes may exceed the limit. Under no circumstances is CASHPOINT liable for the theoretic loss of prizes by the CUSTOMER caused by such reduction.

24.3. CASHPOINT reserves the right to set prize limits for individual customers.

24.4. CASHPOINT reserves the right to reduce limits correspondingly, of which the total prize exceeds the limits set by CASHPOINT for this event, so that these limits are not exceeded.

25. Betting conditions

25.1. CUSTOMER expressly declares the correctness of all information provided upon registration. The unintended or intended provision of false customer data (i.e. first name and family name, date of birth, address, email address, etc.) will lead in any case to the result that all stakes and profits in connection with this customer account will not be paid out by CASHPOINT.

25.2. A customer must register himself personally and upon the first credit on a banking account named by CASHPOINT by transfer or another payment method offered by CASHPOINT, a Player Account is opened for each CUSTOMER upon registration, on which all deposits, stakes, profits and withdrawals are booked separately.

25.3. CASHPOINT does not take liability for any abusive disposals over the Player Account by unauthorised persons. Therefore, the customer is recommended to treat his customer number resp. user name and the password confidential, as all movements on the account naming the customer number resp. the user name and eventually the password are on account of the CUSTOMER.

25.4. Payments to the Player Account can be made to the accounts named by CASHPOINT via transfer resp. by payment methods offered by CASHPOINT. The CUSTOMER assures to be the owner of the payment means being used and only to use a payment account on his name.

25.5. Bets can only be accepted if the whole betting stake has been credited to the account named by CASHPOINT in due time before the sportive event(s) being the base of the bet(s). Also, in case of payment by credit card, bets can only be accepted if the respective credit card organisation confirms the amount in due time (right till before the beginning of the game).

25.6. If at the time of placing the bet the Player Account has no full coverage and the shortfall has not been transferred in time, CASHPOINT has the choice to either cancel the bet or to accept it with the deposit effectively being disposable at the Player Account.

25.7. In- and out-payments to resp. from the Player Account of the CUSTOMER are accepted only in Euro. The exchange rate risk is borne by the customer.

25.8. Prizes are credited to the Player Account and can be used for further stakes or be paid out upon express request by the CUSTOMER. Out-payment via postal instruction, cash payment or clearing checks is not possible. CASHPOINT reserves the right to make payments only after corresponding legitimation of the CUSTOMER. The amount paid in must at least be turned over once completely before out-payment may be requested. Out-payments can only be made to a verified payment account in the name of the CUSTOMER, which CUSTOMER had registered with CASHPOINT. Limits and handling fees may be raised on in- and out-payments.

25.9. Each CUSTOMER undertakes to

verify his identity before the first out-payment. CASHPOINT may request any time that the CUSTOMER submits certain documents as evidence of identity for an examination of identity. CASHPOINT reserves the right to retain all financial means and/or prizes till the documents requested are submitted. CASHPOINT may request to submit one or more of the following documents:

25.9.1. A copy of a valid identity document, issued by the competent authority of a recognized state/country, e.g. recognized or approved travel passport or personal identity card. Examining the identity of a CUSTOMER, CASHPOINT may also request to submit a gas-, water- or electricity bill, a rental agreement, a copy of bank certificates, account statements, e.g. from a registered payment account.

25.9.2. Further information and evidence of the source of the funds or the amounts used, e.g. bank statements, proof of payment accounts, occupation statement, proof of income.

25.10. Complaints against account statements and the balances of the Player Account are to be raised by registered letter no later than within 30 days after expiration of the month in which the gaming event took place.

25.11. In case of obvious error on the side of CASHPOINT when fixing the quota, CASHPOINT is entitled to correct the erroneous quota without further information to the betting customer and to make corresponding corrections also on the Player Account of the betting customer.

25.12. CASHPOINT is authorised to correct obvious mistakes based on errors when drafting the customer account statements.

25.13. CASHPOINT does not guarantee that the data communicated between it and the CUSTOMER via internet in both ways are transmitted completely and without disruption.

25.14. Quota sheets are not mailed separately and may be viewed at any time by the betting customer either on the Website or on the relevant teletext pages.

25.15. Per customer only one registration and therefore only one Player Account is admissible. In case of con-

travention, all accounts will be frozen and any bonuses resp. prizes resulting therefrom will be cancelled.

25.16. In case it should turn out that the betting customer has opened several accounts contrary to the betting regulations and placed the same bet on these, the prize limits for the total of the prizes gained from these bets apply. CASHPOINT is not liable towards the betting customer for theoretically lost profit resulting from such reductions.

25.17. CASHPOINT is authorised to restrict, limit or freeze the access for certain customers upon own exclusive and unrestricted discretion.

25.18. CASHPOINT takes no responsibility for defect data communications in connection with the conclusion of agreements and/or for circumstances, which are not within the sphere of influence of CASHPOINT, like data not transferred, being incomplete or destroyed, from which losses may arise for the CUSTOMER, including financial damages.

25.19. The prize probability for sports betting depends on the occurrence of the event betted on. CASHPOINT expresses the probability of the occurrence of certain sports results, and therefore the probability for a possible prize or loss of the bet, through the quota. Making the assessment calculable, the reverse value of the quota of the result chosen must be divided through the amount of all reverse values of all possible results. The percentage rate of the payments for profits from stakes (payment quota) is usually in the area of 92 till 96% for single bets. In case of combined bets, the payment quota is reduced, starting from the payment quota of a single bet (q), corresponding to the number of combinations (payment bet double combi: q^2 , triple combi q^3 etc.).

Example:
Single bet $q = 9/10 = 90\%$
Double combi $(9/10)^2 = 81/100 = 81\%$
Triple combi $(9/10)^3 = 729/1000 = 72,9\%$ etc.

26. IBIA Clause

CASHPOINT is a member of the International Betting Integrity Association (IBIA, formerly ESSA), a non-profit organisation which surveys betting patterns and possible manipulations of sports competitions. In the frame

of this membership CASHPOINT is fully participating in the early warning system of IBIA, intended to recognize such abusive betting behaviour. In case CASHPOINT receives a warning, it reserves the right, upon free discretion:

(I) to temporarily close the offer of events or series of events on one of its markets; and

(II) to postpone or retain payments for events or series of events on one of its markets till the integrity of such events or series of events has been confirmed by the competent sports association via IBIA.

In case of active manipulation of events, having been confirmed by IBIA in the cooperation with the competent sports administrative councils that such has taken place at an event or series of events, CASHPOINT reserves the right to suspend all bets on such events upon own discretion, whether having been committed by a person, having been identified by IBIA as owner of insider knowledge or -information or by another person which, in the reasonable opinion of CASHPOINT is linked to such person, acts in connection with such person or is participating in any kind.

January 2022