

## GENERAL TERMS AND CONDITIONS

Version 01.09.2024

### Art. 1 - Publishers of NAPOLEONCASINO

The publisher of NAPOLEONCASINO is the following company:

E.C.K. is a public limited company under Belgian law, with its registered office at 8300 Knokke-Heist, Zeedijk-Albertstrand 509, registered in the Crossroads Bank for Enterprises under the number 0406.949.939. E.C.K. NV holds an A license under Belgian law for the operation of offline gambling in a Class I gaming establishment and a supplementary A+ license under Belgian law for the operation of (casino) games of chance via information society instruments. Hereinafter referred to as "E.C.K. NV".

### Art. 2 - Definitions

- **Visitor**

A Visitor is any natural person who wishes to register to use the services offered on NAPOLEONCASINO.

- **Cash Player**

A Cash Player is a Player who participates in services via NAPOLEONCASINO with monetary stakes.

- **Customer Service**

Customer Service is the service via NAPOLEONCASINO where any Visitor/Player can obtain further information or assistance. This service is also available at [www.napoleongames.be](http://www.napoleongames.be).

- **Free Player**

A Free Player is a Player who participates in services via NAPOLEONCASINO without monetary stakes.

- **Stake**

The Stake is the total of financial resources, of any kind, that the Player exposes to the risk of the Game.

- **Game of Chance**

A Game of Chance is any game where an introduced Stake of any kind results in either the loss of this Stake by at least one of the Players, or a Win of any kind for at least one of the Players or organizers of the game, and where chance is a factor in the course of the game, the designation of the winner, or the determination of the size of the win.

Notwithstanding the previous paragraph, games that contain all the elements of a Game of Chance as described above, but where no Stake is required, can also be played on NAPOLEONCASINO. Despite this distinction, these games are also considered Games of Chance under these Terms unless expressly stated otherwise.

- **NAPOLEONCASINO**

'NAPOLEONCASINO' refers to the online platform where a range of services is offered by the Company, or one or more services provided by the Company via information society instruments. This includes, but is not limited to, [www.napoleoncasino.be](http://www.napoleoncasino.be), social media, and mobile applications.

- **Game**  
A Game is a Game of Chance offered on NAPOLEONCASINO.
- **Player**  
A Player is any visitor who, after valid registration and verification of login details, uses the services via NAPOLEONCASINO.
- **Player Account**  
A Player Account is the collection of personal registration data, login data, and Player Account balance that allows the Player to use the services on NAPOLEONCASINO.
- **Player Account Balance**  
A Player Account Balance is a personal account of a Player on NAPOLEONCASINO where funds can be credited and debited.
- **Game Rules**  
The Game Rules are the set of rules applicable to the specific Game.
- **Game Session**  
A Game Session is the period between the start and the end of a Game, during which one or more Game Rounds can be played.
- **Game Round**  
A Game Round is the period from the start of the Game Round (if no Stake is required) or from the Stake to the result of the Game.
- **Company**  
The Company is E.C.K. NV and, where relevant, its affiliated companies.
- **Competition**  
A game in a narrower sense where no Stake is required and where participants can influence the outcome through their artistic, physical, or intellectual skills, without necessarily excluding an element of chance. The prize can be paid out in the form of financial resources, physical prizes, or otherwise as specified in the relevant competition rules.
- **Win**  
The Win is the total of financial resources that the Player receives at the end of the Game Round.

### **Art. 3 - Services Offered**

The Company offers its Players a legally permitted online gaming experience via NAPOLEONCASINO in accordance with applicable regulations. The offering consists of:

- **Games of Chance**
  - Games can only be played with a Stake.
  - However, games that contain all elements of a Game of Chance but where no Stake is required can also be played. For the purposes of these Terms, these games are also considered Games of Chance unless expressly stated otherwise.
- **Competitions**

- Competitions can only be played without a Stake.
- Anything necessary or useful to enable the Player to participate in Games of Chance and/or Competitions and/or any other offering, and in general anything necessary or useful for the operation of NAPOLEONCASINO.

#### **Art. 4 - General**

Access to and use of NAPOLEONCASINO is subject to these general terms and conditions (hereinafter "Terms"). By explicitly accepting the Terms when creating a Player Account, as well as when logging in with the Player Account in the event that new Terms have been created, and thus prior to participating in any Game of Chance or Competition, each Player explicitly, unconditionally, and irrevocably agrees that they, as well as their legal successors, are bound by these Terms, to the exclusion of all others.

These Terms also include:

- The Game Rules that are specifically applicable to the individual Games offered on NAPOLEONCASINO or the rules applicable to any other offer on NAPOLEONCASINO, which are an integral part of these Terms and with which each Player expressly agrees by playing such a Game or any other offer, as well as the rules applicable to Competitions, and of which the Player can take notice before participating in the Game, any other offer, or Competition.

The Company reserves the right to change these Terms, as described above, the access to and content of NAPOLEONCASINO, as well as the rules applicable to any offer on NAPOLEONCASINO at any time and in any manner, without any prior notification being required. In the event of a change to these Terms, except for (i) the Game Rules linked to individual Games, (ii) the rules applicable to any other offer on NAPOLEONCASINO, or (iii) the rules applicable to Competitions, Players will be informed upon their next login on NAPOLEONCASINO. Such a change must be explicitly accepted by each Player who wishes to continue using the services on NAPOLEONCASINO.

The fact that the Company does not invoke a provision of these Terms at a certain time cannot be interpreted as a waiver of any right or provision.

If the Company grants an individual Player an exception to these Terms on an exceptional and personal basis, this can never be considered an acquired right for the Player in question.

#### **Art. 5 - Registration**

Registration on NAPOLEONCASINO is only allowed for natural persons who are legally competent and at least 21 years old. Each natural person is entitled to a maximum of 1 Player Account on NAPOLEONCASINO. If the Company has reasonable suspicion or establishes that one natural person directly or indirectly controls multiple Player Accounts, regardless of whether the Player is acting in bad faith or not, the Company expressly reserves the right to block any Player Account whose data does not match the actual identification details of the natural person, as well as to block the funds on it, without the Player being entitled to any claim. In that case, the Company also reserves all rights to take further legal action, including filing a criminal complaint.

The Player Account is strictly personal, may not be transferred to a third party under any circumstances, and may not be used by a third party. Each Player is responsible for truthfully,

fully, accurately, and correctly entering and keeping their data up-to-date. The Company reserves the right to verify the accuracy of the data at any time and in any manner.

To register validly, the following procedure must be followed. The Visitor is required to provide the following information: national registration number (or equivalent), name and first name (as stated on the identity card), gender, date of birth, place of birth, address, postal code, place of residence, nationality, telephone number, email address, username, occupation, and password.

The telephone number can be changed at any time by the Player, provided the verification procedure is followed. All other data can only be changed with the express intervention of the Customer Service department of the Company, provided they correspond to the relevant identification documents. The Company reserves the right to unilaterally prohibit the use of a particular username or password that it considers inappropriate or in violation of public order or good morals.

In case of loss, theft, or forgetting of the Player Account and/or the associated data or any other relevant data specific to the Player, the Player must immediately contact Customer Service. After verifying the identity, the Company will take all necessary measures to allow the Player to regain access to their Player Account and/or any other relevant data.

Each Player confirms that they will not in any way use the possibility of opening a Player Account to abuse Games of Chance, Competitions, promotions, rewards, boosts, or any other offer or service available on NAPOLEONCASINO. If the Company detects or reasonably suspects any form of abuse, it reserves the right to make the relevant Games of Chance, Competitions, promotions, rewards, boosts, or any other offer or service available on NAPOLEONCASINO unavailable to such a Player, as well as to block or revoke or terminate the Player Account that was created or used for this purpose, including the associated player accounts, and to block, stop, and withhold any relevant transactions without the Player having any claim. The Company also reserves the right to exercise or invoke all other (legal) rights provided by applicable law to protect its interests.

## **Art. 6 - Access**

Each Player is responsible for managing their Player Account and the confidentiality of all data entered by the Player, including but not limited to, username and password. The Company cannot be held liable at any time and in any way for the use or misuse by a third party, whether or not with the cooperation or knowledge of the Player, of the Player's Player Account and/or the data provided by the Player to the Company or made available on NAPOLEONCASINO.

If the Player becomes aware that another person has access to NAPOLEONCASINO with their login details or in any other unauthorized way, or if they become aware of any other misuse by a third party, they must immediately notify the Company by email at the following address: [support@napoleongames.be](mailto:support@napoleongames.be).

The Player is fully and solely responsible for any activity on and with their Player Account. The Company is not responsible for any loss or damage that the Player may have suffered due to the unauthorized use of their Player Account by themselves, by third parties, or otherwise, regardless of whether the Player was aware of it or not.

The Company unilaterally reserves the right to deny access to NAPOLEONCASINO to any Player who does not comply with these Terms and/or applicable law.

In case of a dispute, the Player agrees that the registration data and login data or any other data they have provided and that is registered on NAPOLEONCASINO have sole evidentiary value between the parties.

It is also prohibited for Visitors and/or Players to disrupt, prevent, or in any way hinder the accessibility to NAPOLEONCASINO or attempt to do so by any means.

## **Art. 7 - Participation, Stake, and Win**

- **General**

- If the Player is entitled to participate in a "welcome offer," they can only use it once. This means that the Player can only use such an offer once on NAPOLEONCASINO. Furthermore, if the Player has used a welcome offer on NAPOLEONCASINO, they will not be able to use it again on NAPOLEONDICE or NAPOLEONSPORTS.
- The Visitor and/or Player agrees not to engage in any behavior that could cause damage (including but not limited to any form of financial, technical, operational, or legal damage) to the Company, its reputation, NAPOLEONCASINO, its software, its Games of Chance, its Competitions, and other products and services, or other Visitors/Players, or that could undermine the proper and correct operation of NAPOLEONCASINO, its software, and its Games of Chance, Competitions, and other products and services, and everything related to it, including the Company. Visitors/Players commit to refraining from any form of manipulation, behavior, actions, or communications in the broadest sense of the word that would endanger, hinder, negatively influence, or otherwise harm other Visitors/Players, their gaming experience, and their relationship with the Company and NAPOLEONCASINO.
- It is strictly forbidden to alter or influence the operation of the offered Games of Chance and Competitions or other products and services, or to attempt to do so by any means, including changing the results, impartiality, or any determining element of a Game of Chance or Competition.
- It is also forbidden to hinder, falsify, interrupt, destroy, or limit the normal operation or functions of NAPOLEONCASINO, its software, or its Games of Chance and Competitions or other products or services with computer viruses or any other code or software or any other method or technique, nor to offer or (re-)use the modified content.
- If the Company reasonably believes that the Visitor/Player has engaged in the aforementioned actions, it reserves the right to immediately terminate or block the Player Account, not refund the amount credited to the Player Account, and prohibit the Visitor/Player from accessing any other websites, services, and software offered by NAPOLEONCASINO or the Company, all without any form of recourse. The Company also reserves the right to exercise or invoke all other (legal) rights provided by applicable law to protect its interests.

- **Games of Chance**

- Participation in the offered Games of Chance is allowed for Players aged 21 and over.
- Participation in a Game, unless otherwise specified in the relevant conditions for the game in question, occurs by staking a certain amount, equal to one of the offered Stakes. The possible Stakes and possible Wins can be consulted in the Game Rules. The Stake is freely chosen by the Player per Game Round unless only one stake option is available. Each Stake is immediately debited from the Player's Account. If the Player's Account of the Cash Player is insufficient for the chosen Stake, the Cash Player cannot participate in a new Game with this Stake.
- After the end of a Game Round, the Player is immediately informed of the result, and any Win is immediately credited to their Player Account.
- If a Game Round is interrupted before the end of the Game Round due to the Player's actions, the Player loses the possibility of Winning.
- If a Game Round is interrupted before the end of the Game Round due to a technical problem of any kind, the Player is requested to contact Customer Service immediately. After analyzing the game process and the technical problem, the Company or the competent third party will draw up a technical report, taking into account the Game Rules, these Terms, or the relevant conditions applicable in that case. The technical report of the course of this Game Round will serve as the sole evidence for calculating the Win or loss and cannot be disputed.
- If it turns out that the course of one or more Game Rounds is not or has not been in accordance with the Game Rules, the relevant conditions specific to the game in question, or these Terms for any reason, NAPOLEONCASINO reserves the right, without obligation, to correct the result of these Game Rounds according to the normal game process. Any Wins or losses of the Player during these deviating Game Round(s) can also be corrected by the Company without prior notice to the Player involved. The technical report, which the Company draws up after analyzing one or more Game Rounds that did not proceed in accordance with the Game Rules, the relevant conditions specific to the game in question, or these Terms for any reason, will serve as the sole evidence for calculating (corrected) Win or loss and cannot be disputed. The Company reserves the right to recover funds that have been incorrectly awarded to the Player based on the aforementioned technical report and that have been withdrawn from their Player Account. The Player will immediately comply with such a request.
- The course of a past Game Round with or without financial Stake cannot be used by the Player as a reference for Win or loss in future Game Rounds.

#### **Art. 8 - Management of the Player Account**

Each Player has a Player Account on NAPOLEONCASINO that they created upon registration. The sums deposited in the Player Account can only be used to participate in Games of Chance on NAPOLEONCASINO. In accordance with these Terms and legal provisions, the Cash Player can request funds from the Player Account at any time by transferring them to the Player's bank account.

The Company manages the Win and loss on the Player's Account on NAPOLEONCASINO. The Cash Player expressly authorizes the Company to do so. At the start of each Game Round, the Player's Account of the Cash Player on NAPOLEONCASINO is immediately debited with the Stake. After each Game Round, the Player's Account of the Cash Player is, if applicable, immediately credited with the Win of the Cash Player.

The Company reserves the right to temporarily or permanently, partially or completely, block a Player Account at any time without prior notice to the Player in order to verify the accuracy of any provided information, investigate and combat fraud, or conduct the review of Game Sessions, and in general, in connection with any investigation into compliance with applicable law, these Terms, the Game Rules, or any other applicable conditions.

The Company always has the right to block the account immediately (even during a Game Round) in case of non-compliance or suspicion of non-compliance with applicable law, these Terms, the Game Rules, or any other applicable conditions. In that case, the Company is entitled to the amounts in the Player's Account to collect any administrative costs and any compensation owed by the Player.

Belgian gambling law stipulates that a maximum deposit limit of €200 per rolling week (a period of 7 consecutive days) must be set on the Player Account ("Deposit Limit"). This law allows the Cash Player to increase the stipulated weekly Deposit Limit, provided they are not known as a defaulter at the Central for Credits to Individuals of the National Bank of Belgium ("NBB").

Each Cash Player can request an increase in their weekly Deposit Limit at any time. This request for an increase will take effect after a cooling-off period of 72 hours and provided that the Cash Player is not known as a defaulter at the Central for Credits to Individuals of the NBB at that time.

The Company reserves the right to impose further restrictions in response to a request to increase the aforementioned Deposit Limit. These further restrictions will be communicated to the Cash Player at the time of their request to increase the Deposit Limit.

A request to decrease a deposit limit will take effect immediately.

Payments from the Player's Account are made exclusively via bank transfer. The Company only transfers the amounts to the European bank account that the Cash Player provides at registration or on the withdrawal request and guarantees that the provided European bank account belongs to them. The Company does not systematically verify the bank account but only on an ad hoc basis in case of serious suspicions of a violation of applicable law, these Terms, the Game Rules, or any other applicable conditions. The transfer will be executed no later than 5 banking days after the request from the Cash Player. The Company will always set a minimum amount regarding withdrawals, except in the case of closing a Player Account on NAPOLEONCASINO. If a Cash Player wishes to withdraw funds they have deposited into their Player Account without first having them wagered in a Game of Chance, the Company reserves the right to refuse the withdrawal request, among other things, due to possible anti-money laundering abuses, as long as the total amount (100%) of the funds has not been wagered.

The Company is authorized to conduct security checks or any other verification before executing a transfer. In that case, the Player must confirm the withdrawal request in writing at the request of NAPOLEONCASINO, with proof of their bank details and a copy (front/back) of their identity card and, if the Company deems it necessary, an official proof of residence issued by the city or

municipality where the Player has their official residence. If this information does not match the information provided to the Company, the payment cannot proceed.

In the event of suspected identity or bank fraud, or if it is suspected that the Player has violated applicable law, these Terms, the Game Rules, or any other applicable conditions, the Company reserves the right to block or close a Player Account and/or withhold payment and take any legal action it deems necessary. If the Player is unable to provide a valid copy of their identity card and, if requested by the Company, an official proof of residence issued by the city/municipality where the Player has their official residence, whose details (name, first name, date of birth, street name, house number, postal code, city) fully match the details registered on the Player Account, or any other requested proof, the Company will have the right to block the Player Account and withhold payment. The funds that the Player has expressly requested for payment will irrevocably become the property of the Company after 3 months from the payment request without the possibility of opposition, with the loss of all rights for the Player and their legal successors, with which each Visitor expressly agrees if the Player in question fails to provide a valid copy of their identity card and, if requested by the Company, an official proof of residence issued by the city/municipality where the Player has their official residence, whose details (name, first name, date of birth, street name, house number, postal code, city) fully match the details registered on the Player Account, or any other requested proof within this 3-month period.

The Company reserves the right to close a Player's Account, without justification and at its discretion, if there has been no activity on the Player's Account for 12 months. The Player will be notified by the Company in a timely manner via email at the provided email address that their Player Account will be closed due to inactivity. The funds that the Player involved has in their Player Account at the time when at least 12 months have passed since the last time the Player legally logged in to the Player Account will irrevocably become the property of the Company after 7 days from the notification, without the possibility of opposition, with the loss of all rights for the Player and their legal successors, with which each Player expressly agrees. The Company reserves the right to charge the Cash Player for the costs of depositing money into their Player Account at NAPOLEONCASINO.

Certain service providers of the Company can limit transfers to the Player Account of a Cash Player. Payments with credit cards are not allowed.

The Company reserves the right to communicate with the Player in any manner, including but not limited to, communication of an informative nature, communication in the context of an administrative procedure or complaints handling, or management of the Player Account.

#### **Art. 9 - Customer Service**

The Visitor/Player can contact customer service in case of problems, comments, or complaints through various channels:

- Telephone at (+32) 078 077 013 (between 09:00 and 01:00)
- Chat (between 09:00 and 01:00) or chatbot (24/7)
- Contact form on the website
- Email at [support@napoleongames.be](mailto:support@napoleongames.be)

Customer Service will analyze the Visitor/Player's request, comment, or complaint and try to assist the Visitor/Player as quickly as possible.

If no immediate solution is possible, Customer Service will forward the information to the relevant department for further processing.

Customer Service will contact the Visitor/Player as soon as the relevant department has completed the investigation or if additional information is required.

Customer Service is under no circumstances responsible for the accuracy of the information provided, and the Company cannot be held liable for the information provided.

#### **Art. 10 - Exclusion**

- **Time-out:**

- If the Player feels the need for a period without Games of Chance, they can take a break on NAPOLEONCASINO for a period ranging from 24 hours to 6 months or indefinitely.

- **Self-exclusion:**

- If the Player wants to protect themselves, they can choose the self-exclusion option. With this option, it is not possible to reopen the Player Account early.
- In the case of self-exclusion, the Player Account can no longer be used for any form of Games of Chance. It is also not possible to log in or request to cancel the self-exclusion earlier than the set period.

- **Closure of the Player Account:**

- If the Player wishes to close their Player Account, this function must be used.
- After the closure of the Player Account has been confirmed, the Player will automatically be logged out and will no longer be able to perform any of the following activities:
  - Log in with the Player Account
  - Play Games of Chance
  - Deposit or withdraw money from the Player Account

- **How to reopen the Player Account:**

- The Player always has the option to reopen their Player Account. To do this, the Player must follow the steps below:
  1. Enter username/email and password
  2. In the pop-up window, the Player will have the option to reopen their Player Account. Select this option
  3. If the Player chooses to reopen the Player Account, they will have to re-enter their username/email and password for security reasons

4. The Player can then start playing again

- **Unsubscription from the Gaming Commission (KSC):**

- The Gaming Commission is an independent body with its own procedures. The Company cannot be held responsible for the operation of these procedures.
- The Player can unsubscribe from the Belgian Gaming Commission at any time. The Player will then no longer have access to games of chance. The procedure for voluntary unsubscription is described on <https://www.gamingcommission.be/nl/bescherming-van-de-spelers/toegangsverbod/vrijwillige-aanvraag>.
- Players with an access ban cannot participate in Games of Chance offered on NAPOLEONCASINO.
- Players can reverse their access ban by following the prescribed procedure with the Belgian Gaming Commission. After a waiting period of 3 months from the day the Belgian Gaming Commission receives the request, the Player will have access to games of chance again.

#### **Art. 11 - Intellectual Property**

NAPOLEONCASINO and its associated domain name and all related rights are the exclusive property of the Company or its partners. These elements constitute creations protected by intellectual property rights. The trademarks, logos, graphic designs, photos, animations, videos, texts, and other distinguishing features on NAPOLEONCASINO are the intellectual property of the Company or its partners. Any reproduction, use, or representation thereof without the prior written permission of the Company or its partners is prohibited and subject to legal action.

Creating a hyperlink to the homepage of NAPOLEONCASINO, except for any other address, is permitted as long as this link is not harmful to NAPOLEONCASINO and unless otherwise notified by NAPOLEONCASINO. Any hyperlink to an internal page of NAPOLEONCASINO is prohibited unless prior written permission is obtained from the Company or its partners.

#### **Art. 12 - Social Media**

The Company uses social media within the permitted legal framework, including but not limited to:

- Facebook: <https://www.facebook.com/Napoleongames>
- Instagram: <https://www.instagram.com/napoleonsportscasino>
- Twitter: <https://twitter.com/napoleongames>
- YouTube: <https://www.youtube.com/channel/UCwlyhFJvIWUojFF2KWXXKFYQ>

All messages displayed via social media channels are purely informational and cannot be considered binding on NAPOLEONCASINO.

The Company cannot be held responsible for all messages that appear on social media channels.

Every person agrees, to the extent that the legal framework allows any expressions, to respect the basic rules of good behavior, politeness, and courtesy when using social media in the broad sense and must, in particular:

- Remain courteous and friendly
- Avoid personal attacks

It is expressly forbidden for Visitors to spread, propagate, or contribute to the dissemination of messages of a hateful, racist, anti-Semitic, xenophobic, homophobic, defamatory nature or that are harmful to public order and decency, or more generally, derogatory or insulting messages on any carrier that relate to NAPOLEONCASINO, the Company, or its Visitors/Players.

Also prohibited on social media are messages that are contrary to the spirit of NAPOLEONCASINO or the Company, such as but not limited to messages that include a particular political or religious stance or opinion, unwanted, exaggerated, or inappropriate messages, messages that mislead other Visitors/Players about the game rules, or by taking the name of other people and especially by pretending to be an employee, collaborator, or partner of the Company.

Moreover, it is forbidden for the Visitor/Player to pretend to be another Visitor/Player or to communicate under a false name, false identity, or false pseudonym, or to lie about their age.

NAPOLEONCASINO reserves the right to remove messages on its social media channels that violate these provisions or the applicable law.

The Company can in no case be held liable for the content, particularly for the illegal nature of the content, concerning applicable law, any loss or damage resulting from the use of posted content distributed via social media. If the Company's liability is sought as a result of a breach by the Visitor/Player of their obligations under these Terms or legal and regulatory provisions, the Company reserves the right to prosecute the Visitor/Player.

### **Art. 13 - Live Casino**

The Live Casino is made available and managed by the Company.

The Company, the software provider, and the player application provider, as well as their parent/subsidiary companies and other affiliated companies, are in no case, including negligence, liable for direct, indirect, incidental, special, or consequential damages that may arise from the use or inability to use the Live Casino, related applications, and/or other materials. The Player indemnifies the Company, the software provider, the Company's other suppliers, employees, staff, directors, licensees, distributors, resellers, affiliated companies, subsidiaries, advertising and other agencies, media partners, agents, and retailers for all costs, expenses, liabilities, and damages that may result from the following actions: (i) access, use, and reuse of the Live Casino and the applications of the Live Casino, (ii) participation in the Live Casino, and (iii) acceptance of any prize. If the Visitor is not satisfied with the service regarding the Live Casino, they can only stop using the Live Casino to address this issue.

### **Art. 14 - Liability**

The information on NAPOLEONCASINO is regularly updated and checked. However, the Company cannot be held liable for the unlawful use that Visitors/Players directly or indirectly make of such information or any other unlawful conduct that disregards applicable law, these

Terms, the Game Rules, or any other applicable conditions. The Company disclaims any liability in this regard and offers no guarantee regarding the services provided via NAPOLEONCASINO. The Company also cannot ensure the permanent availability of all functions of NAPOLEONCASINO without errors or interruptions, nor the immediate correction of errors, nor the complete absence of viruses or other harmful elements on NAPOLEONCASINO and the infrastructure on which the services are provided. There may be temporary limitations due to technical problems such as interruptions in telecommunications, program errors, or hardware issues, etc. The Company cannot be held liable for any loss or damage (direct, indirect, movable, or immovable) resulting from these temporary limitations, nor in connection with the use of NAPOLEONCASINO or the inability to use the services of NAPOLEONCASINO. Visitors/Players are responsible for the correct operation and upgrades of their hardware, software, and internet access.

The Company reserves the right to modify, interrupt, suspend, or terminate one or more of the Games of Chance, including the Game Rules or other related conditions, Competitions, or other services offered on NAPOLEONCASINO at any time and without prior notice, to limit or adjust the Stake, or to take any other action. In such a case, the Company cannot be held liable, and Players cannot claim compensation in any way.

NAPOLEONCASINO may contain links to websites that do not belong to NAPOLEONCASINO or the Company. The latter cannot be held liable for the content of these websites or the consequences of accessing and/or using these websites.

The Company can in no case be held liable for paying compensation in the event of the bankruptcy of the bank(s) or other parties with which the Company collaborates for the operation of NAPOLEONCASINO.

Each Visitor/Player expressly agrees with the decisions that the Company is compelled to make with the aim of achieving an equitable settlement.

Without prejudice to any other provision in these Terms and to the extent possible under applicable law, the Company will never be liable for any indirect, incidental, or other form of consequential damage to the Visitor/Player.

To the extent necessary and without prejudice to any other provision in these Terms, the Company reserves all rights, including the right to compensation and the filing of a criminal complaint, if it suspects or knows that a Visitor/Player does not comply with applicable law, these Terms, the Game Rules, or any other applicable conditions, or in general causes damage to the Company.

For clarity and within the limits of the law, the Visitor/Player agrees that the recovery of damages caused by a contractual breach by an auxiliary person of the Company (including personnel, employees, directors, officers, agents, representatives, consultants, suppliers, (sub)contractors, successors, and assignees of the Company) (i) can only be based on a contractual claim against the Company in accordance with the liability provisions of these General Terms and Conditions; (ii) does not give the Visitor/Player the right to bring a non-contractual claim against the Company; and (iii) does not give the Visitor/Player the right to bring a non-contractual claim against an auxiliary person of the Company, even when the act or omission that caused the damage is also a tort.

For clarity and within the limits of the law, the Visitor/Player agrees that the Company cannot be held liable for tort.

#### **Art. 15 - Invalidity of a Clause**

The invalidity, nullity, or unenforceability of all or part of the General Terms and Conditions will never result in the invalidity of these General Terms and Conditions as a whole. The wholly or partially invalid, null, or unenforceable provision is presumed not to have been written. The Company undertakes to replace this provision with another provision that fulfills the same function as much as possible. In case of a dispute, the Company and the Visitor/Player will interpret and apply the wholly or partially invalid, null, or unenforceable provision as closely as possible to such provision, taking into account the intentions of such provision.

#### **Art. 16 - No Waiver**

Failure or delay in enforcing a right or applying a sanction by the Company in no way constitutes a waiver of that right. The Company will always have the right to exercise its rights under this agreement.

#### **Art. 17 - Applicable Law & Competent Courts**

Any dispute, whether contractual or non-contractual, concerning the Terms, NAPOLEONCASINO, its use, or otherwise will be exclusively governed by Belgian law. If the parties involved fail to reach an amicable settlement, the dispute will be submitted to the courts where the Company has its registered office, which have exclusive jurisdiction in the matter.

In case these Terms need to be translated into another language, the Dutch version will prevail in case of conflict between the translation and the Dutch version.

What follows is not part of our General Terms and Conditions but is intended to inform you about the use of your personal data by the Company.

- [Privacy Policy](#)
- [Cookie Policy](#)