



Terms & Conditions

INTRODUCTION

The following terms and conditions as updated by us from time to time and made available here (these “Conditions”) shall govern the relationship between You and 180Holdings NV and/or its group companies (together referred to in these Conditions as “we”, “us” or “our”) in relation to all use of software licensed by us to You, directly or indirectly, and Your play on game client downloaded from HIGHSTAKES.COM (“HighStakes”).

Whether You use HighStakes and/or You are playing any game thereon (“Game(s)”) means that You accept these Conditions which are legally binding. If You do not agree to accept and be bound by the terms please do not open an account or continue to use the website or participate in the Games. These Conditions set forth the legally binding terms and conditions which are applicable to Your use of the Game or HighStakes, however, accessed and/or used, whether via personal computers, mobile devices or otherwise. Please be reminded that these Conditions constitute an agreement between You and us and define the rights and responsibilities that You and we have with respect to the Games and HighStakes. You represent and warrant that You have the right, authority and capacity to accept these Conditions and to abide by them and that You have fully read and understood these Conditions without any impairment in judgement.

By visiting HighStakes.Com (“Website”) You agree to be, and are, bound by these terms & conditions and by accepting these terms and conditions you also accept our:

- [Privacy Policy](#)
- [Withdrawal Policy](#)
- [Cookie Policy](#) (which sets out how we use personal information which You supply to us)
- [Security & Ecology Agreement](#)
- House Rules and all such other of our terms and conditions, game rules, rules or policies as they relate to any applicable Game, promotions, bonuses, special offers or any other aspect of Your use of the Website from time to time.

In the event of any inconsistency between these Conditions and the House Rules, then, to the extent of the inconsistency, these terms and conditions shall prevail.

CHANGES TO THE TERMS AND CONDITIONS

We may need to change the terms for a number of reasons, including for commercial reasons, to comply with new laws or regulations or for customer service reasons. The most up-to-date terms and conditions can be accessed here, and the date on which they came into force is noted. Whenever we amend these terms and conditions we will notify you prior to such changes taking effect and the player must re-confirm acceptance. If You do not agree, You must stop using the Website and participating in the Games.

YOUR ACCOUNT ON HIGHSTAKES.COM

2.1 In order to register, open an account and participate in the Games, You represent and warrant that:

1. You are at least 18 years of age and meet the minimum age requirement in Your local jurisdiction to contract with us, use the Website and participate in the Games; Please note that underage gambling is an offence in the United Kingdom;
2. You are not an employee/contractor of (i) 180Holdings NV
3. You will abide at all times by these Conditions and any other agreements between You and us;

2.2 If You do not meet the eligibility requirements set out above You are not authorised to use the Website. We reserve the right to suspend and/or close any accounts of any purported customer that does not meet the eligibility requirements and void any bets made via such accounts.

2.3 You are only permitted to open one account. If You have more than one account, You must immediately inform us. Furthermore, only one account for each IP/Household is allowed. If You open more than one account, any winnings on either account will be forfeited and all accounts may be closed. We may block or close Your first account. If we find there more than one account registered for Your household, we reserve the right to block or close any or all accounts of that household. All transactions made from the Duplicate Account will be made void.

2.4 Any returns, winnings or bonuses which You have gained or accrued during such time as the Duplicate Account was active will be forfeited by You and may be reclaimed by us, and You will return to us on demand any such funds which have been withdrawn from the Duplicate Account plus an admin fee will also be applied.

2.5 You must maintain your account and keep your details up-to-date. We reserve the right to update your account details based on the documents provided by you or if required to do so for other regulatory or operational reasons.

2.6 If You wish to close Your account You must send a request to do so to support@highstakes.com or use the permanent exclusion feature within the application. By closing Your Account, You will also forfeit any promotional bonuses, prizes or benefits which You may have acquired. In the event of closure of Your Account because of gambling

addiction or if Your account has been closed due to fraud You acknowledge that You are prohibited from opening a new account. The Company will not be liable if You manage to open a new account, for such action nor for any direct or indirect consequential damages. The Company shall have the right to close, at any time, a new account opened in breach of the requirement stated herein. You are required to enter all mandatory information requested by us. We shall not be liable for incorrect entries, including but not limited to data input error. You must not open an Account if You are located in a jurisdiction in which applying for or opening an Account and/or using our Services is unlawful or contrary to any applicable regulation "Prohibited Jurisdiction". It is Your responsibility to ensure that this is not the case. We reserve the right to immediately suspend Your Account if we discover that Your Account has been opened, or is being used, from a Prohibited Jurisdiction. We reserve the right to request proof of age documentation from any customer at any time.

VERIFICATION OF YOUR IDENTITY; MONEY LAUNDERING REQUIREMENTS

3.1 You warrant that You are not Younger than 18 (eighteen) years old, or any legal age at which gambling or gaming activities under the law or jurisdiction that applies to You require (the "Legal Age"). Please note that underage gambling is an offence in the United Kingdom.

3.2 The details supplied when opening Your Account are correct.

3.3 The money deposited is not derived by any activity which is illegal.

3.4 The company complies with British, Irish and European laws, regulations and guidelines for the prevention of money laundering and the funding of terrorism. Suspicious transactions shall be investigated by the company and, if necessary, a suspicious transaction report will be made by the company to the competent Authorities. In any such event, the company is prohibited from informing any players or third parties involved, save in limited circumstances, that an investigation is being or may be carried out, or that information has been or may be transmitted to the competent Authorities. Furthermore, in the event of any suspicious transactions, the company may suspend, block or close the account(s) of the relevant player(s) and withhold funds as may be required by law and/or by the competent Authorities.

3.5 All transactions made by players on our site are checked to prevent money laundering and all other illegal activity.

3.6 By agreeing to the terms, You authorise us to undertake verification checks as we may require ourselves or may be required by third parties (including, regulatory bodies) to confirm Your identity and contact details and to prevent money laundering (the "Checks").

3.7 In certain circumstances, we may have to contact You and ask You to provide further information to us directly in order to complete the Checks. If You do not or cannot provide us with such information then we may suspend Your Account until You have provided us with such information or permanently close Your Account.

3.8 Furthermore, if Your age is not successfully verified within 72 hours creation;

1. Your account will remain frozen;
2. No gambling will be permitted until age verification has been successfully completed;
3. If a customer is shown to be underage even after the completion of age verification, all transactions will be made void and related funds deposited will be returned within 5 working days.

RISK

4.1 Participation in the Game is at Your discretion and risk. You understand that playing “real money” games is highly speculative in nature and therefore contains a degree of risk. You acknowledge that You are fully prepared financially to undertake such risks and to withstand any losses and that You are able to sustain the total loss of any bets committed by You. You are entirely responsible for the information that You provide to us and we shall not be liable for incorrect entries made by You, including data input errors with respect to the bets on offer.

4.2 It is Your responsibility to ensure that all details of Your transactions on HighStakes are correct. You can access your transaction history on the Website. Once a transaction has been confirmed by You (for example by clicking the enter tab) it cannot be cancelled.

4.3 We reserve the right to refuse the whole or part of any transaction requested by You at any time in our sole discretion. No transaction is accepted by us until we have confirmed to You that it has been accepted. If You do not receive a confirmation that Your transaction has been accepted, You should contact Customer Services.

YOUR HIGHSTAKES.COM ACCOUNT

5.1 Only bets placed from Your account set up through the game client downloaded from HIGHSTAKES.COM will be accepted for the Game and any winnings You make on the Game will be credited to Your account. You may facilitate all deposits and withdrawals by accessing the My Account page.

5.2 We reserve the right to refuse or limit (by setting minimum and maximum amounts which will be set out in the House Rules or on the Website) any bets and/or payouts at our sole discretion for any reason whatsoever. In circumstances a bet is deemed to be or is declared void by us at our discretion, any sum deducted from Your Account will respect to that bet shall be credited to Your account.

5.3 Bets shall only be valid if accepted by our server. Until accepted by our server, no communications from You shall be binding on us and all information displayed on HighStakes or the Website constitutes an invitation to play only. You agree that our records, in the absence of manifest error, shall be the final authority in determining the terms of any bets You place and the circumstances in which they were made.

5.4 Your Account is personal to You. You shall not allow others to use Your Account or to accept any prize or participate in any of the Games. Any person found to have violated this section will be liable for all losses on the account but will not be entitled to collect any winnings.

5.5 It is Your responsibility to keep Your password private and secure and You are solely responsible for the security of Your account information and password. You are responsible for any unauthorised use of Your account and/or password. In the event that a third party places a bet or is thought to have placed a bet from Your account, such bet shall be valid and liability for losses on Your account will lie with You, whether or not You were aware the third party misappropriated Your account and password information.

5.6 While we make every effort to ensure that Your data is secure at all times, You likewise recognize that there are instances that may damage, corrupt, delete or in any way alter Your data that are beyond our control. However, we shall ensure that adequate security mechanisms designed to protect Personal Data will be used to prevent Personal Data from being stolen, misused or abused, and to prevent Personal Data breaches.

5.7 It is vital that You ensure that as much as possible Your personal information relating to You is kept up-to-date. We reserve the right to suspend or terminate Your Account if we suspect this information to be inaccurate. We will process information about You in accordance with Your Privacy Policy and our Cookie Policy.

5.8 180Holdings NV and any third parties it contracts with in relation to the provision of the Services will hold information with respect to Your identity, including but not limited to Your name, address and payment details, in accordance with our Privacy Policy and Cookie Policy. We rely on this information in entering into this agreement with You. You agree to indemnify us and hold us harmless against any costs, claims, damages, and expenses arising in connection with any falsehood or inaccuracy contained in the information You provide to us.

CUSTOMER FUND PROTECTION

6.1 Any funds You deposit with the Company will be held in a segregated bank account in the name of the Company ("Designated Account").

6.2 The Company keeps a sum of money equivalent to its liabilities to Users in a special purpose segregated account ("Designated Account") which is solely used to hold the players' balance. This segregated account shall not be used for any operational purpose, and the balance of the Designated Account shall be audited by third-party auditors to confirm that it matches with the player's total balance to meet any withdrawal request.

6.3 Monies held in Your account shall not attract any interest.

RESTRICTIONS

7.1 You agree to refrain from using HighStakes or our Website:

1. in excess of, or beyond, the agreed purpose
2. to distribute, sell, licence, provide or otherwise make any services available to third parties without our consent
3. to store or transmit material or information that is infringing, libellous, defamatory, obscene, fraudulent, false or contrary to the ownership of intellectual property rights of any other person or otherwise harmful, unlawful or tortuous, or in violation of any third party privacy rights
4. in any way that is in violation of any applicable law, rule or regulation; or
5. to transmit viruses, malware, or other malicious code.

7.2 It is prohibited to modify, reverse-engineer, or otherwise manipulate, interfere with or disrupt any of our software used in the Website and/or Games. To ensure the integrity of the Website and Games, we reserve the right at any time in our sole discretion to block users from certain IP addresses from accessing the same tables or tournaments.

7.3 We may, at our sole discretion and without any requirement to give reasons, exclude any customer from our services generally and/or from receiving selected promotions and offers introduced by us from time to time.

7.4 We reserve the right to suspend, discontinue, modify, remove, or add to the Website and/or any Games in HighStakes at our discretion with immediate effect and without any obligation to provide You with notice.

DEPOSITS

8.1 You can make deposits via payment methods provided in the cashier page, which includes debit cards and various alternative payment options such as Neteller and Skrill.

8.2 If You wish to participate in betting or gaming using the Website, You must deposit money into Your Account which You can then use to place bets or play games. We reserve the right to undertake KYC checks on player deposits for the purpose of verifying compliance.

8.3 Minimum deposit amount is \$10, but Neteller and Skrill require a minimum deposit of \$20. Details for minimum deposits per deposit method are explained on the Website or the cashier page.

8.4 Deposits to the player account are made by transfer of money to the company's account by way of the payment methods stated on the Website. The payment methods currently available include debit cards E-Wallet payments, prepaid cards, instant banking, and other methods. The company reserves the right to change the accepted method of payment at its sole discretion. The company further reserves the right to accept certain methods of payment only subject to the fulfilment of certain conditions. The company does not warrant

that all methods of payment are available at all times. To verify which payment and withdrawal are currently available and the time lapse these take to process kindly visit our deposit tab on the main page of our Website.

8.5 We do not accept cash funds sent to us.

8.6 In relation to deposits and withdrawals of funds into and Your Member Account, You shall only use such cards and other financial instruments that are valid and lawfully belong to You.

8.7 By depositing money, You agree not to make any charge-backs, reversal or otherwise cancel any deposits into Your Account, and agree to refund and compensate us for unpaid deposits.

WITHDRAWALS

9.1 There may be minimum and maximum limits on the amount that You can Withdraw from Your Account, depending on the payment method used or limits applied to Your Account. For example, withdrawals by debit card must be at least \$10 (save in the case of a final withdrawal to close an Account). Withdrawals may only be made to the card You have registered to Your Account and deposit funds with. Service charges may be charged by banks for withdrawals and will be deducted from Your Account at the time of withdrawal. Withdrawal made by cheque will be payable to You and not a third party and will be sent to You at the address registered with us.

9.2 All payments made into Your Account have been confirmed as cleared and none have been charged-back, reverse or otherwise cancelled;

9.3 Once we have approved Your withdrawal You must give us sufficient information as to how the funds should be transferred to You, All withdrawals will be remitted only to the same Account from where the funds paid into the player's Account originated unless proof was provided that the payment method has been lost or cancelled. We reserve the right to charge an admin fee amounting to our own costs (including the cost of the deposits) for withdrawals of funds that have not been put into play.

9.4 You are responsible for reporting Your winnings and losses to Your local tax or other authorities.

9.5 We reserve the right to request further information prior to any withdrawals.

9.6 Our Withdrawal Policy can be summarised, but not exhaustively as the user being required to Deposit and Rake \$50 to Withdraw for Poker.

In the event the user plays on multiple products or others aside from only poker, a sufficient and reasonable level of play is required to cover processing, administrative fees and to ensure HighStakes is used to wager, not as a banking service.

HELD FUNDS

10.1 Held funds are part of Your total poker cash balance and relate to Your poker winnings in the previous 72 hours. Consequently, profits arising from poker sessions are not available immediately to withdraw, they are held in a customer's poker wallet for a period of 72 hours. Despite these funds not being available for withdrawal they are available for use at the poker table.

10.2 In the case of a suspicious/collusive play taking place on Your Account or another player Account related to Yours in any way, You acknowledge that we reserve the right to block access to HighStakes by such Accounts and such amounts and suspend the use of withdrawal of funds for an indefinite period in order to carry out the necessary investigation and verify the details registered to the Account.

PROMOTIONS

11.1 We may, from time to time, offer bonuses and/or promotions that are governed by separate terms and conditions. Any bonuses credited to Your account must be used in adherence with such terms and conditions.

11.2 In the event and to the extent of a conflict between these Conditions and the bonus or promotion terms and conditions, the bonus or promotion-specific terms and conditions prevail.

11.3 If we believe that You are abusing or attempting to abuse a bonus or promotion, or are likely to personally benefit through the abuse of a bonus or promotion, we may deny, withhold or Withdraw from You any bonus or promotion at our sole discretion. We may also terminate Your access to our Website and/or Your Account. In such circumstances, we shall be under no obligation to refund to You any remaining balance amount showing in Your Account other than Your original deposit amount.

11.4 By participating in any Promotion of HighStakes, You agree to cooperate in all advertising, marketing, publicity material and activities we may choose to utilise. You also agree, if requested, (a) to wear any HighStakes-branded clothing or patches provided; and (b) to sign, if requested, an irrevocable release form allowing us to use your information with respect to the Promotion.

11.5 In any event sponsored by HighStakes, You agree not to wear or expose third-party branding or advertising for any company which could be deemed as a HighStakes competitor. If you breach such a requirement, we reserve the right to revoke any prize awarded to you.

11.6 With respect to Your participation in any Promotion of HighStakes, You confirm that the submitted materials will be Your own original work and such materials will not infringe on the intellectual property rights or other rights of any person or organisation.

SUSPENSION, RESTRICTION OR TERMINATION OF YOUR ACCOUNT

12.1 Without restricting our ability to rely on other remedies that may be available to us, we may suspend or terminate Your Account or cancel any bets placed by You, remove any bonus monies in Your Account and/or take any other action we deem appropriate in our absolute discretion if:

1. We suspect that You are engaging in illegal or fraudulent activity while using HighStakes (including circumstances where we suspect You have attempted to manipulate the operation of HighStakes or the normal play of Games thereon or have been involved in player collusion);
2. We suspect You are in breach of any of these Conditions or the House Rules;
3. We suspect You are acting in a manner that is detrimental to the conduct of our business; or
4. We are required to do so by law.

12.2 Your sole remedy in the event of termination of Your Account by us for any reason shall be the reimbursement of any undisputed Account balance You may then have, subject to You having complied with these Conditions to the fullest extent permitted by law. We shall have no further liability to You whatsoever.

12.3 Further restrictions that may apply to Your Account in the event of system, communications or technological errors or failures are set out in section 19 of these Conditions.

SECURITY CHECKS

We are committed to providing our customers with an enjoyable poker experience in a safe and secure environment, and we operate security procedures and checks to protect our customers and HighStakes from fraud and collusion. Occasionally, as part of this process, we will wish to make Checks on Accounts and plays in the Game(s) and this may result in the suspension of the use of Accounts whilst these checks are carried out, as well as requests for information from customers. We believe it is in the best interests of our customers and ourselves that we operate this process and it is a condition of participation that all our customers acknowledge this and cooperate with us in this respect.

PROHIBITED USES OF THE WEBSITE AND SERVICES

14.1 Cheating or Illegal Behaviour

1. The Game may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations regarding the Game and any bets placed on or via the Game. All bets must be placed through the user interface provided on HighStakes.
2. We reserve the right, in our sole discretion, to prohibit any player from participating in any and all Games of HighStakes. We may, where situations warrant, freeze the chips, void bets, suspend or terminate the account of any player suspected of cheating in any form (which includes, without limitation, collusion or the exploitation of faults in software or the Website). We further reserve the right to restrict seating and/or to prohibit players from playing in a particular Game, including restricting two or more players from playing together at the same Game.
3. We reserve the right to void any bet inadvertently accepted after the time for placing bets has closed or where the event was resolved or at a stage where the player could have any indication of the outcome. In these circumstances, the original bet amount will be returned to the customer account.

14.2 Circumvention

We have developed and employ sophisticated proprietary technology intended to seek out and identify users making fraudulent or unlawful use of the Services or our Poker Software. You shall not break into, access or attempt to break into or access or otherwise circumvent our security measures. If we believe in our sole discretion, that You are in breach of this clause, we may terminate Your access to the Services immediately and/or have Your account blocked.

POKER RULES

1. The House Rules on the Website shall apply to Your participation in a Game. In particular, You are not permitted to make a bet in excess of the value of chips on the table at the beginning of a hand. You are permitted to acquire additional chips only between hands. If You run out of chips during a hand, You are considered "all-in". You may not remove money from the table during a playing session. Taking money out of the Game and continuing to play is not allowed in a table bets format.
2. Players must refrain from "table talk" or "coffee-housing" or talking during a hand in a way that compromises an opponent's hand. This applies if you are playing in the hand or watching the hand. Repeated abuse of this aspect of player behaviour will result in suspension or permanent restriction of play.
3. Abusive or offensive language or other behaviour considered inappropriate by us in the context of the Game will not be tolerated. Bad behaviour or offensive language identified by us or brought to our attention will be dealt with swiftly and may result in a suspension or loss of playing privileges or such other action as may be deemed necessary by us at our sole discretion.

4. You fully accept and agree that the random number generator software will determine all outcomes of the Games.
5. You acknowledge and agree that You shall not interfere, interrupt, and attempt to interrupt or attempt to manipulate the operations of the Website or the normal play of any of the Games in HighStakes. Failure to comply with the preceding may lead to Your exclusion from the Website and to criminal and civil investigations.

SERVER CRASH

1. If You have chips at a table during a server crash, the Game will be cancelled and all of Your chips at the table and in play will be returned to Your Account. We, our affiliates, agents and licensors shall not be liable for any loss resulting from delays or interruptions to play due to failure, breakdown, malfunction, disconnection from or interruption of electronic or mechanical equipment, of telephone, internet connection or other communications facilities, or due to any denial of service (DDOS) attack or other malevolent external interferences with our site or any other causes over which we or they have no direct control.
2. In the event of systems, technological or communications failure or errors relating to the generation of any result, bet settlement or any other element of the Game or the Website, we will not be liable to You because of any such errors and we reserve the right to void all related bets and plays on the Game in question.

CASINO GAME DISCONNECTIONS

If you are disconnected in the middle of casino games (i.e. Blackjack, Baccarat, Roulette, CasinoPoker, RussianPoker, Sicbo, DragonTiger, Wheel of Fortune) simply log back into your account. You will be able to resume the disrupted game at the point at which you were disconnected. Your pending bet will be kept for 90 days, and your bet will be cancelled and returned to your balance if the game is not completed within 90 days from the disconnection.

INTELLECTUAL PROPERTY RIGHTS

These Conditions confer only the right to use HighStakes, the Website, and the Games while these Conditions and applicable licence(s) (if any) are in effect and they do not convey any rights of ownership in or to HighStakes, the Website, Games or any of our intellectual property. All right, title and interest, including without limitation any copyright, patent, trade secret or other intellectual property right in the Website and Games will remain our sole property. Any services provided to You under these Conditions, and other data or materials that are prepared in the performance of such services hereunder, and all right, title and interest in the foregoing, will belong to us.

PUBLICITY OF TOURNAMENT RESULTS

19.1 By registering for a tournament at HighStakes, You agree to allow us to use your play data within an online live stream, in online broadcasting, and any other future publicity that HighStakes may use after the completion of the tournament. All HighStakes tournaments are reported on in various online media and social media platforms with results published that include players' HighStakes nicknames, finishing positions, played-hands and pay-outs in the events. However, we do not publicly use players' real names or personal information unless we have written permission from the players to do so. Any final tables of tournaments, selected by HighStakes, can be broadcasted on online media, such as the Twitch platform, with hole cards open with a delay of 1 (one) hour from the actual time of play.

19.2 For some specific tournaments, You need to consent that your real name will be published if you win any prize from such tournaments. If you do not want the publicity of your real name, you should not register for such tournaments in HighStakes. For these specific tournaments, You will be prompted with a pop-up window during the tournament registration for release consent of your information and additional confirmation of your real name.

INDEMNIFICATION

You agree to hold harmless and indemnify us and our subsidiaries, affiliates, officers, agents and employees from and against any third party claim arising from or in any way related to Your breach of these Conditions, or Your violation of any law or the rights of a third party, or Your use of the Website and/or Games, including any liability or expense arising from all claims, losses, damages (actual or consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. Nothing in these Conditions shall be deemed to exclude or limit Your liability in respect of any indemnity given by You under these Conditions.

LIMITATION OF LIABILITY

21.1 We do not warrant that our operations shall be uninterrupted or error-free. We shall provide our Services on an "as is" and "as available" basis without warranty of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. To the maximum extent permitted by law, we exclude all Conditions, warranties, representations or other terms which may apply to the Website and Game, whether express or implied.

21.2 Our maximum liability to You for any matter arising out of or in connection with Your use of the Website will be limited to the aggregate of the amount legitimately in Your account and the return of the amount of the stake of any disputed bet.

21.3 180Holdings NV (or any of its group companies officers, directors, employees, shareholders or agents) will take all the measures needed in order to protect the company against any of the following:

1. any direct, indirect, special, incidental, consequential loss or damages whether exemplary or punitive;
2. any loss of income;
3. any loss of direct or indirect profits;
4. any loss of goodwill;
5. any loss of contracts;
6. any loss of use of money;
7. any loss or damages arising from or connected in any way to business interruption; or
8. in any way whether in tort (including without limitation to negligence), contract or otherwise in connection with the Website in any way or in connection with the use, any inability to use or the results of the use of the Website including but not limited to loss or damages due to viruses that may infect Your computer equipment.

21.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Your computer or mobile equipment, computer programs, data or other proprietary material due to Your use of the Website or Games or to Your downloading of any content on it, or on any website linked to it.

21.5 We will not be liable for any loss or damage that You may suffer because of any act of God, power failure, trade or labour dispute, act, failure or omission of any government or authority, obstruction or failure of telecommunication services or networks, access delays or access interruption, data non-delivery or data misdelivery, the unauthorised use of Your security access details or any other delay or failure caused by a third party. In such an event we reserve the right to void any bet or cancel or suspend our services arising from such circumstances without incurring any liability. Furthermore, we will not be responsible for the failure of any equipment, wherever located or administered, or whether under our direct control or not, that may prevent the operation of our Website or prevent You from being able to contact us.

21.6 Nothing in these Conditions shall exclude our liability which we may have in respect of fraud or death or personal injury arising from our negligence.

THIRD-PARTY CONTENT

You expressly acknowledge and agree that we shall not be liable to You for the content of or use by You of any information or services offered by third parties or affiliates advertising, marketing, or otherwise posting content through the Website (whether directly or via links to or from other sites or resources) nor can we be said to endorse the content of such advertisements or information and we make no warranties with respect to such content.

DORMANT ACCOUNTS

23.1 For the purposes of these Conditions, a “Dormant Account” shall mean any customer account which, for a continuous period of 12 (twelve) months or more, has not either (a) had funds deposited in it; or (b) had funds withdrawn from it; or (c) had a bet placed from it; or (d) had a bet settled from it. In respect of such Dormant Accounts, we reserve the right to charge on the last day of each month a processing handling fee of £5 per month (or the remaining balance should the account balance be under £5) which will be deducted in arrears at any time within 10 (ten) working days of the subsequent month. These charges shall be payable in respect of any Dormant Account until such time as the account becomes active again or has a nil balance.

23.2 If Your account has been deemed a Dormant Account and has subsequently been dormant for an additional 12 (twelve) calendar months, Your account shall be deemed to be an “Abandoned Account” and closed, and the sum total of cash held in Your account at the time of closure will be donated to charity.

23.3 Any Personal Data retained in relation to Dormant Accounts will be deleted and disposed of when no longer needed.

RESPONSIBLE GAMING

We are committed to endorsing responsible gaming as a policy of customer care and social responsibility. We believe it is our responsibility to You, our customers, to ensure that You enjoy Your wagering experience on our site, while remaining fully aware of the social and financial harms associated with problem gambling.

24.1 TimeOut

1. We offer You the possibility of selecting a Timeout period. You can select from 24 hours of cooling off up to 120 days of time-out.
2. During the timeout, You will not be able to log-in or receive any marketing information from HighStakes.
3. If You want to end Your timeout period before the initial timeout period, You will need to contact our support at support@highstakes.com, and You will then be given a minimum of 24-hour cooling-off period before Your account is active.

24.2 Self-exclusion

1. We want everyone to enjoy playing our Games. However, we do recognise that some customers would wish to restrict or even cease playing. We, therefore, provide a self-exclusion facility that allows customers to close their accounts for a minimum period of six months, up to at least 5 years or permanently. You can select a self-exclusion period via the ‘Cashier’ dashboard. Alternatively, You may contact our Customer Service Support team directly by email to support@highstakes.com.
2. When choosing to self-exclude, You will not qualify to receive any bonuses or promotions we may offer during Your self-exclusion. Within two days of choosing to self-exclude, which You would have previously provided us with Your explicit consent

to receive, You will also be excluded from any marketing material that we may send. No further marketing material will be sent until the self-exclusion period is over, and You have requested to return to the Website.

3. Once You choose to self-exclude, Your account will be closed for the duration of the selected period, and You will no longer have access to the Games. We will return your remaining account balance in accordance with our Withdrawal Policy.
4. During a self-exclusion agreement, You must not attempt to gamble with us, and we cannot be responsible or liable for any subsequent consequences or losses (however caused) that You may suffer or incur if You continue gambling through additional accounts where You have altered any of Your registration details or You provide misleading, inaccurate or incomplete details or otherwise seek to circumvent the self-exclusion.
5. If You choose to reopen Your account once the self-exclusion period has ended, You will be required to contact the customer support team via support@highstakes.com. You will then be given a minimum 24 hour cooling off period before your account is active. Whilst the 24 hour cooling off period is in place You will be given the option to cancel the reactivation.
6. We also wish to draw Your attention to the existence of software preventing an individual computer from accessing gambling websites or services, such as: www.cyberpatrol.com or www.gamblock.com. If You require any further information or assistance regarding our functionality, please contact support@highstakes.com.
7. Once You have registered with [GAMSTOP](#), You will be prevented from opening a new or existing account with HighStakes. Players that have a remaining real money balance will be granted limited access to their accounts to withdraw only.
8. It is Your responsibility to ensure that all information provided to GAMSTOP matches any information provided to HighStakes when setting up Your account. HighStakes will not be liable or responsible for any information provided to GAMSTOP that is inaccurate or inconsistent with the information we hold about You.
9. Self-exclusion will only be fully effective at HighStakes if all the information provided to GAMSTOP matches the information provided to us, including keeping these records accurate and up to date. HighStakes accepts no liability or responsibility should we fail to prevent access to Your gaming account or opening subsequent gaming accounts with information that is inaccurate or inconsistent with the information that either HighStakes or GAMSTOP holds about You.
10. Self-exclusion will take effect immediately once Your application with GAMSTOP has been processed. This will be reflected on our system immediately and You will no longer have access to Your gaming account. Whilst GAMSTOP makes every effort to action Your self-exclusion instantly, there is no guarantee this will take effect within 24 hours. For this reason, we advise You to contact us to confirm Your self-exclusion with GAMSTOP. When confirming Your Name, Username, Date of Birth and Address, please ensure these are accurate and consistent with the information You have provided to GAMSTOP, as well as information we hold about You also.
11. We also strongly advise further that You contact any other Gambling Operators You hold accounts with to confirm Your self-exclusion with GAMSTOP.
12. By confirming Your registration with GAMSTOP is successful, we can implement the following measures:

- a. Subject to T&Cs agreed upon registering with HighStakes regarding the withholding of Your funds, the full balance of Your account will be returned as soon as requested via the current active payment method.
- b. You will no longer receive marketing material regarding products, promotions or services from HighStakes.
- c. Once Your self-exclusion period has elapsed, You will be required to contact GAMSTOP to deactivate Your self-exclusion, otherwise, it will continue for an additional 7 years. This action can only be taken by Yourself directly with GAMSTOP. Whilst they will attempt to action re-opening instantly, there is no guarantee this will take effect within 24 hours. All returns from self-exclusion periods are subject to a 24-hour “cooling-off” period. Once deactivated, You will be able to access existing or create new accounts.
- d. Whilst under self-exclusion, You agree to not attempt to avoid any of the preventative mechanisms or procedures put in place by either HighStakes or GAMSTOP by accessing existing or creating any new accounts. Whilst GAMSTOP is intended to assist You with managing Your gambling, it is not intended to function as a replacement for self-control. We cannot guarantee that it will always result in You being denied access to services or refused when attempting to create new accounts.
- e. On account of the level of diligence we have employed in restricting Your access to gaming services whilst under self-exclusion, HighStakes accepts no liability or responsibility should You, or a third-party, continue in any way to use our gaming services. In addition, in instances beyond our reasonable control, such as malfunctioning software, or an inability to recognise Your identity immediately under the GAMSTOP jurisdiction, that results in Your ability to access existing or create new accounts, HighStakes again accepts no liability or responsibility.

CUSTOMER COMPLAINTS

25.1 Should there be any claim or dispute relating to bet(s) on HighStakes, please contact us.

25.2 You should initially raise such a claim or dispute with the customer service department at support@highstakes.com. You should raise such a claim within 1 (one) month of the occurrence of the relevant information or evidence which 180Holdings NV reasonably requires to review Your claim or dispute.

25.3 If You do not agree with the decision made by 180Holdings NV, You should contact us to appeal the decision promptly providing us with the relevant evidence in relating to Your appeal.

25.4 If we are unable to settle the dispute, You may refer the dispute to an alternative dispute resolution procedure with the Independent Betting Adjudication Service (IBAS) www.ibas-uk.com.

GOVERNING LAW

The Terms of Use shall be governed by and interpreted in accordance with the laws of Ireland. The courts of Ireland shall have non-exclusive jurisdiction over any disputes arising out of the Terms of Use themselves.

MISCELLANEOUS

27.1 If, for any reason, a court of competent jurisdiction finds any provision of these Conditions, or portion thereof, unenforceable, invalid, or unlawful, then the remainder of these Conditions shall continue in full force and effect and will be read to give maximum effect to the intention of the parties as reflected by its plain language.

27.2 You agree that no venture, partnership, employment, or agency relationship exists between You and us as a result of these Conditions.

27.3 Our failure to exercise any rights under these Conditions shall not institute or be deemed a waiver or forfeiture of such right or waiver or forfeiture of such rights in the future.

27.4 These Conditions constitute the entire understanding between You and us relating to the use of the Game.

CHAT ROOMS

28.1 The company gives its customers the possibility to make use of a chat room where they are able to communicate with other registered players and make use of the site. We set the chat room policy and reserve the right to change these policies at any time with or without notice. By using this chat room, You are binding Yourself to comply with these terms and conditions.

28.2 The chat room is intended for legitimate comments and constructive discussion. We reserve the right to restrict the rights of individuals to post comments in any chat room set up by us. Any liability arising out of the use of such chat rooms are borne solely by the user.

28.3 Every user of our chat room agrees not to post any comment which is:

1. Defamatory in nature or any other information that the user has no legal right to disclose, or is otherwise illegal;
2. (Or contains anything which is) racist, vulgar, hateful, obscene, profane, threatening, insulting or offensive;
3. Intend to impersonate another person or entity;
4. Posted for the purpose of advertising;

5. Or contains a link to any virus, corrupted files, key loggers or any other malicious code or material that could cause harm to the computer, data or financial security of any party;
6. A comment intended to take advantage or collude with or against other players using our site or amount to activities of a suspicious or criminal nature;
7. A link to any intentionally false or misleading statements or any statement seeking to unfairly manipulate a market;
8. An attempt to collect or store data about other users;
9. A misuse of Forum functionality;
10. Information protected by any form of intellectual property whether registered or unregistered or any contractual, statutory and equitable obligations of confidence;
11. In a language other than the native language of that particular forum.

28.4 Our forums are moderated and all conversations are logged or recorded. We reserve the right to refuse to post any comments and investigate and take provisions, which may include but are not limited to the closure of any account against any user who is in breach of these terms and conditions. We also reserve the right to close or remove any chat rooms without prior warning and also to report any suspicious chats or comments to the relevant authorities.

28.5 The company gives its customers the ability to record and broadcast video content via the SnapCam feature, accessible within the HighStakes software. The broadcast of offensive content, such as racist or sexist content or images, is not permitted, nor should customers use the SnapCam feature to harass others. Customers are not permitted to display signs or other items of any kind, or wear any apparel that promotes any commercial third party or includes any inappropriate messaging. Customers found misusing SnapCam will lose access to the feature and we may take further measures if deemed necessary, including but not limited to account suspension and banning. We also reserve the right to remove this feature and to report any suspicious content to the relevant authorities.

28.6 The company collects Your Personal Data to administer and operate Services, prevent fraud, defend our legal rights and for the purpose of compliance with regulations regarding the services we provide. The company guarantees that Your Personal Data will not be sold, rented or traded, and won't be disclosed unless the following conditions occur:

1. When there is any suspicion of fraud or breach regarding the trading performed by the user, or in case You decide to file a dispute against us via a third party we reserve the right to disclose Your personal/account details via a third party forum and Your private data as needed, including to credit reference and fraud prevention agencies. The same applies to the national and international enforcement bodies and courts when they require this kind of information, as laws and regulations demand. Except for these situations, while You are trading with 180Holdings NV, Your Personal Data is reasonably safe from unauthorised use, damage, modification or disclosure, by all reasonable measures.

28.7 Privacy Policy applies to Your Personal Data. In addition to reserving the right to disclose Your details (including any material You post in the Chat Rooms), in accordance with the Privacy Policy You are hereby put You on notice that, in the event of a complaint relating to any potentially defamatory material and/or material that otherwise breaches these

terms and conditions, it is the policy of HighStakes not to oppose an application to a court for the disclosure of Personal Data relating to posters in the Chat Rooms (or elsewhere on the site). Equally, it is HighStakes policy not to disclose such data unless such an order is sought; or disclosure is permitted in accordance with the HighStakes Privacy Policy; or disclosure is permitted by reason of any exemption in applicable data protection legislation (which may include, amongst other things, the right to disclose suspicious content to the relevant authorities).

PAYSAFE PROCESSED PAYMENTS

Payments processed by Paysafe are facilitated via 180Holdings Ltd with company number SC645495 and address at: 22 Stafford Street, Edinburgh, EH3 7BD, Edinburgh, United Kingdom

Phone Number: 07 7011 7011

180Holdings Ltd is a service provider for 180Holdings N.V. (Company Nr 158200) Curacao - Gaming Licence Number: GLH-OCCHKW0707242017.

Address: Abraham de Veerstraat 9, Curacao. Mailing Address: P.O. Box 3421, Curacao.

The gaming licence can be verified on the footer of all pages on the HighStakes website provided the user is accessing from an accepted jurisdiction.

FUNDS AFTER ACCOUNT CLOSURE

Players who delete their account with funds in it acknowledge that they forfeit any funds in their account and cannot reopen or make a new account.