

**BREYDEL AMUSEMENT's general terms and conditions****CAUTIONARY STATEMENT**

**BREYDEL AMUSEMENT presents games of chance on the Internet site [www.panache.be](http://www.panache.be).**

**Participation in these games shall be governed by this contract.**

**BREYDEL AMUSEMENT urges you to read it carefully before accepting the terms and conditions.**

**When you click on "I accept" you shall acknowledge having read all the contract clauses and agreeing to be bound by these and the detailed regulations and instructions pertaining to the Software and the games of chance. In particular, you shall acknowledge accepting our confidentiality policy, our withdrawals policy and our fair gaming policy, as described in this contract and any updates thereto.**

**Should you fail to agree with the terms and conditions of this contract, do not click on "I accept" and immediately stop consulting the site [www.panache.be](http://www.panache.be), downloading, installing or using Software in any way, and delete the Software from your computer.**

**Please ensure that you understand all the terms in this contract. If you have any doubts about the entitlements and obligations ensuing from this contract for you personally or BREYDEL AMUSEMENT, please inform yourself prior to your registration.**

**The games of chance made available are consistent with Belgian law. It is important for you to seek information about the laws applicable in your country of residence, prior to undertaking the registration process. Some games of chance may be legally prohibited or subject to certain terms and conditions. BREYDEL AMUSEMENT may not be held liable in the event one of the games of chance being offered by BREYDEL AMUSEMENT being incompatible with the legal requirements in your country of residence.**

**1. IDENTIFICATION**

BREYDEL AMUSEMENT is a Belgian public limited company whose main registered office is located at 2018 Antwerp (Belgium ), Statiesstraat, 21, company number BE 0473 446 013. It is the holder of a B licence covered by Belgian law to operate class II land-based games of chance. This licence enables the entity to obtain a Belgian B+ licence to operate a class II online virtual gaming arcade using a computer program.

BREYDEL AMUSEMENT owns and is responsible for the Internet site accessible via the URL [www.panache.be](http://www.panache.be) on the basis of which the aforementioned virtual gaming arcade is open to players.

## 2. DEFINITIONS

- **User account:** the user account is a personal account opened by a customer (the "Player") enabling the customer, subject to the terms and conditions defined by this contract, to gain access to the Software for playing online games of chance. The account may be a provisional or definitive one.

- **Provisional user account:** refers to the status of the user account opened by a Player before BREYDEL AMUSEMENT receives the documents required for the final confirmation of the Player's account. The list of these documents has to be drawn up by the European authorities. It is still not known hitherto. Consequently, the provisional user account, which is designed to allow only restricted access to the Software in due course, at this stage provides a means of playing online games as in the case of a definitive user account.

- **Definitive user account:** refers to the status of the Player's user account after BREYDEL AMUSEMENT has confirmed the documents required to allow full access to the online games. The list is still not known hitherto. Consequently, the provisional user account, which is designed to allow only restricted access to the Software in due course, at this stage provides a means of playing online games as in the case of a definitive user account.

- **Contract:** the contract refers to all the written clauses described in these terms and conditions of use as well as the detailed regulations and instructions for the Software and the games of chance available on the Site.

- **Player:** refers to any person aged over 21 who is registered with the site and is the holder of a user account.

- **Software:** refers to any programs, files, data or any other content on the site [www.panache.be](http://www.panache.be) (the "Site") or linked to the Site allowing the Player to participate in the online games.

- **Username and password:** the username and password the Player chooses when registering with the Online games Site;

- **Us:** BREYDEL AMUSEMENT.

- **Site:** refers to the Internet site available under URL [www.panache.be](http://www.panache.be) and any other related site accessible via links and/or any other path.

- **You:** the Player and, more generally, any Software user.

- **the Parties:** refers jointly to the Software user and BREYDEL AMUSEMENT.

### 3. Purpose of the Contract

This contract shall govern access to the Software and the participation in the online games available on the Site, for free and/or fee-based for which BREYDEL AMUSEMENT operates under the authority of the Belgian Gaming Commission.

### 4. Scope and enforceability of the Contract

#### 4.1. Scope

Together with the Software's detailed regulations and instructions and the PANACHE's games of chance the contract shall form an indivisible contractual whole, representing the Parties' entire agreement about the content of the contract between them. Moreover, they shall cancel and replace any contract (s) previously concluded by the Parties. They shall apply to any access to the Software and any participation by the Player starting from 01/02/2012.

The application of this contract shall be a key component of the contract linking you to BREYDEL AMUSEMENT. Consequently, the terms and conditions may be derogated from only if we have so agreed beforehand in writing. The Player may not claim the application of any other term and condition, whatsoever, as these general terms and conditions of use represent the entire contract between the Player and BREYDEL AMUSEMENT.

We shall reserve the right to amend the general terms and conditions of use, in which case we undertake to announce the new version, and its starting date to the Players via the Site. The Site shall invariably mention the latest update of the general terms and conditions of use. If the date is not amended when the Player "updates" the Site homepage, using the Player's browser, no amendment that might have been made subsequent to the date mentioned on the Site, may be enforceable against the Player.

If, when the homepage update process has been completed, the date of the general terms and conditions of use should be amended, the new version of the general terms and conditions of use shall cancel and replace the earlier version and shall govern any future participation by the Player, starting from their publication.

The Parties shall agree that their relationship shall be governed solely by the general terms and conditions of use, to the exclusion of any other terms and conditions available on a site listed or otherwise by BREYDEL AMUSEMENT or that lists the BREYDEL AMUSEMENT Site.

#### 4.2. Enforceability

Any participation by the Player in the Game on offer on the Site shall imply the Player's prior consultation and express acceptance of the Contract but the acceptance shall be made conditional upon the Player providing a handwritten signature. Pursuant to the provisions of Directives 1999/93/EC of 13 December 1999 and 2000/31/EC of 8 June 2000, and the procedures for transposing these into the Member States' laws, in particular, it should be stressed that the Player's registration, as specified in article 5 of the Contract, i.e. when the Player ticks the box preceding the words "I hereby acknowledge having taken note of these general terms and conditions of use for online games available from BREYDEL AMUSEMENT and signal my agreement to thereto. I hereby definitively confirm my registration" represents an electronic signature.

Between the Parties the electronic signature shall be just as valid as a handwritten signature. It is valid as proof that the Player has taken **note** of the Contract, the Player's consent to the latter's registration and the Player's acceptance of the Contract, which may, therefore, be enforced against the Player. It shall also reflect the Player's **consent** to the payability of the sums owed for the said registration and on the basis of all the sums owed owing to the Player's participation in the games available on the Site.

## 5. REGISTRATION

### 5.1. Opening a user account

Access to the Software and participation in the games available on the Site is restricted to Players previously and validly registered with the site, by completing the registration form published on the Site. This registration procedure shall involve the requirement for the Player to provide identification by supplying the Player's username, e-mail address and a password, along with the following information: last name, first name, place of residence, nationality, date of birth, country of residence, national register number, mobile phone number, and postal address, plus any other information sought during the online registration process.

The Player shall be required during registration to provide correct and complete information and keep this up-to-date. Consequently, the registration data must not be incorrect or contrary to public policy or the principles of morality and steal the identity of a third party or choose a username that might be confused with another player.

It is forbidden to create several user accounts, including from the same computer or different computers and/or the same Internet access. The user account shall be specific to the Player and may not be passed on to or provided to a third party, by any means, even free of charge.

The games available on the Site shall be restricted to the Players, natural persons, aged 21 and over.

To enjoy Player status, the user must meet the following terms and conditions:

- \* be a natural person;
- \* be at least 21 years of age;
- \* not be banned from playing by Gaming Commission and/or pursuant to the legislation of the Player's country of residence;

Pursuant to current Belgian legislation, playing the games available on the site [www.panache.be](http://www.panache.be) shall be forbidden in particular to magistrates, notaries, process servers and members of the police force outside the course of their official duties.

As result of creating an account on the site [www.panache.be](http://www.panache.be), pursuant to the procedure referred to in article 3.5 of these general terms and conditions, the Player shall declare on the latter's honour that the Player is not engaged in a profession that is inconsistent with the provisions in this article.

- \* Have legal capacity and validly accept the Contract.

Registration is restricted to Players enjoying full legal capacity in the light of the current laws in their country of residence. The Players subject to a protection measure for whatever reason, such as being placed under temporary administration or are prohibited, or are forbidden to participate in games, lotteries and casinos, for whatever reason, shall not be allowed to register for the Game. In any event, any person declared incapable within the meaning of article 1123 and following of the Belgian Civil Code, may not register or participate in any way in the Game.

When the player accepts the general terms and conditions by ticking the box "I hereby certify on my honour: \* - I am at least 21 years of age. – am not engaged in one of the following professions: magistrate, notary, process server, member of the police force. – have taken note of the general terms and conditions of use." this shall imply that the Player is satisfied with the aforementioned terms and conditions.

The information provided when the user account is opened has to be truthful, accurate, complete and kept up-to-date by the Player. The Player shall undertake to inform BREYDEL AMUSEMENT within thirty (30) days of any change affecting data the Player provided during the registration process. Should it appear that these aforementioned registration terms and conditions are not /no longer

being met or the information provided is not or is no longer accurate /truthful /complete /up-to-date, BREYDEL AMUSEMENT shall reserve the right to bar access to the Software, refuse to open the user account and close the user account belonging to the Player pursuant to art. 8 of this Contract.

## 5.2. Registration process

### A. Creation of a provisional account

The registration whose process is described in this article shall allow a so-called "**provisional**" user account to be opened.

Registration is completed according to successive stages:

#### Stage 1: Collecting the User's personal data

A data entry form shall be available for the user at the following address:

<http://www.panache.be>

Unless otherwise specified, all these fields must be completed:

- National register number
- Last name
- First name
- Gender
- Date of birth
- Country of birth
- City/town of birth
- Address
- Postal code
- City/town
- country
- Mobile phone N°
- e-mail address
- e-mail address confirmation

The last name, first name, national register number, the date and place of birth may no longer be changed, unless through the customer service referred to in article 10.2.

#### Stage 2: Player login

Once the personal data has been collected during the completion of Stage 1, a second data entry form shall be provided to the user in order to gather the data as a basis for having the Player identified by the Software and during the games available on the Site. All these fields must be completed:

- Private login or alias
- Password
- Password confirmation

BREYDEL AMUSEMENT shall reserve the right to forbid the use of the alias or username if this is considered inappropriate or inconsistent with public policy or principles of morality.

The password has to be entered by the Player whenever connecting to the Site in order to be identified by BREYDEL AMUSEMENT. Solely the login ID may be predetermined.

Solely the alias shall be visible to other Users, while the password shall remain strictly confidential and specific to the user.

BREYDEL AMUSEMENT shall recommend that the user choose an alias separate from the user's last name and first names. Once BREYDEL AMUSEMENT has confirmed the alias chosen by the Player, it may no longer be changed.

BREYDEL AMUSEMENT shall not be required to keep the Players' passwords and login as the Players alone shall be responsible for these items.

Should the user forget the password, the user shall click on the link "FORGOT YOUR PASSWORD ?" by clicking on "Login" on the Site homepage and enter the e-mail address linked to the user's user account.

BREYDEL AMUSEMENT shall then e-mail the user a link for creating a new password.

Should the login ID be forgotten, lost or stolen the user shall send an e-mail to BREYDEL AMUSEMENT at the address [support@panache.be](mailto:support@panache.be). BREYDEL AMUSEMENT shall take the appropriate steps to restore the Player's access to the account after checking the Player's identity.

### **Stage 3: Player declarations**

- The Player shall be required to specify whether the Player wishes to receive commercial information, such as advertising from BREYDEL AMUSEMENT or its partners.

By ticking the "YES" box, the Player shall agree to receive the aforementioned commercial information.

- the user shall also certify on the user's honour:

- o having taken note of the Contract and accepting all the procedures therein;
- o being at least 21 years of age.

Without this sworn statement, the user may not continue the registration process.

The user shall complete the Captcha (system for controlling access to Internet sites for the purpose of differentiating a human being from the computer program). The requirement to enter a Captcha makes it possible to ensure the user is a natural person and prevent registrations by web robots.

When the send button is clicked, a check shall be made of the area for entering the sworn statement and the Captcha. The error shall be specified in the event something is forgotten or of a mismatch, whereupon the registration process shall be terminated, otherwise the Player shall be asked to continue the registration process, to stage 4.

### **Stage 4: Enabling the user account**

For the purpose of enabling the account and being able to access all the features in the Player's "My account" area, the Player having completed the registration form itemised in the aforementioned stages shall be sent an e-mail including a hypertext link. The Player has to click on the link to be directed to the [www.panache.be](http://www.panache.be) site and a page announcing the provisional account has been enabled.

The Player may then access all the Player's "user account" area and the online games applications.

When the distinction between the provisional and definitive user account is applied, the provisional user account shall allow the player to credit the player's account up until a maximum amount of €3,000. Conversely, the Player shall not be able to withdraw a sum higher than €3,000. The Player may access the online games only 365 times, with each day logged in being regarded as only one time.

The limits apply to all parties except those enjoying the status of definitive account user as described in section 5.2(b)

### **B. Definitive user account**

When the distinction between the provisional and definitive user account becomes applicable, the Player shall be required to have a definitive user account to collect winnings higher than €3,000 overall, make deposits or withdrawals higher than €3,000 or play on the site more than 365 days.

The procedure is as follows.

### **1°) Check in a BREYDEL AMUSEMENT class II gaming arcade**

The Player shall be required to produce the Player's identity card in one of BREYDEL AMUSEMENT's class II physical gaming establishments:

- PANACHE, 2018 Antwerp (Belgium ), Breydelstraat, 20, Tel +32 (0) 3 227 24 84

A copy of the proof of identity shall be provided to BREYDEL AMUSEMENT by the Panache gaming establishment where the user produced the identity card. BREYDEL AMUSEMENT shall check the identity shown in the registration form and the one shown in the identity card received. In the event of a mismatch BREYDEL AMUSEMENT shall reserve the right (non-exhaustive list):

- \* to seek further information from the user;
- \* to ask the user to show the identity documents to the Panache of the user's choice;
- \* to refuse to open a definitive user account.

### **2°) Remote check**

BREYDEL AMUSEMENT shall reserve the right to make a further check of the Player's identity if one of the three following limits is reached:

- overall deposit of €3,000;
- overall withdrawal of €3,000;
- 365 activation days on the player account.

BREYDEL AMUSEMENT shall send the user a registered letter featuring a code the user should enter into the Site.

### **3°) Subsequent check**

Every time the Player with a definitive account reaches one of the three following limits the Player shall be sent a SMS featuring a code to be used on the site to unblock the account until the Player once again reaches one of these three limits:

- overall deposit of €3,000;
- overall withdrawal of €3,000;
- 365 activation days on the player account.

## **5.3. Access, treatment and management of the Player's personal data**

### **A. Access by the Player**

Pursuant to the applicable statutory European and national provisions (2), the Player may exercise the latter's right to access the file and the Player's right to correct information concerning the Player and access the "Personal Data " part of the "My Account" section. By clicking on the "My Account" tab on the site homepage, the Player may access the Player's personal information at any time.

The Player may change the Player's password, by entering the old password, then entering twice (2) the new password chosen. Any other changes shall require the assistance of the Customer service referred to in article 10.2.

The Player may exercise the right to delete information concerning the Player by visiting the "My Account" section on the site and selecting "I wish to terminate my account" (specifying the e-mail

address, last name, first name, postal address), or by correspondence sent to the following address of BREYDEL AMUSEMENT as referred to in article 1.

Any request to exercise the access or deletion right may also be made in a written document signed by the applicant and featuring the address to which the answer should be sent, along with evidence of the applicant's identity, and sent by e-mail to the address [support@panache.be](mailto:support@panache.be). BREYDEL AMUSEMENT shall answer your request within a maximum of one (1) month starting from the date of receipt, provided it is sufficiently accurate and features all the details required to answer your request, otherwise BREYDEL AMUSEMENT shall ask you to complete it.

#### B. Processing and using the player's personal data

Pursuant to the same aforementioned statutory provisions, the processing of personal information collected on the Site is covered by a declaration presented to the Belgian Privacy Protection Commission. The data controller is BREYDEL AMUSEMENT, which is registered as the personal data controller with the Belgian Privacy Protection Commission under the number now being sought. The company's personal data controller, who is also in charge of answering Players' questions about this subject, can be reached at the following e-mail address [support@panache.be](mailto:support@panache.be).

Any information specified in articles 5.1 and 5.2. shall be kept personal and confidential. BREYDEL AMUSEMENT shall undertake to treat them as such.

The only officials having access to the Player's personal data shall be BREYDEL AMUSEMENT employees and service providers, whose task it is to keep the Site operating or provide services. The data recipients shall be BREYDEL AMUSEMENT and all the constituent companies.

The personal data shall be processed by BREYDEL AMUSEMENT's in-house services only for the purpose of processing the registrations and participations of the game Players, their participation in the chatrooms, the sending of newsletters, if any (if and to the extent the Player agreed to this during the registration process), or to strengthen and personalise the communication system, primarily via informative letters / e-mails and as part of the process for personalising the Site and the smooth functioning of the games, the Players' participation in the games and chatrooms on the Site and the sending of newsletters, if any, depending on the choice made during the registration process.

BREYDEL AMUSEMENT shall refrain from transferring any personal data, free or otherwise, to any third party, without prejudice to the Player's consent to the personal data being used pursuant to article 5.2.A, Stage 3.

In the light of the Player's individual, prior and express permission, BREYDEL AMUSEMENT shall, moreover, transfer all or part of the personal data concerning the Player for the benefit of its contractual partners, for canvassing purposes, particularly of a commercial nature. The Player shall be entitled, without any costs and free of charge, to object to the personal data concerning the Player being used for canvassing, particularly of a commercial nature, by BREYDEL AMUSEMENT or its business partners.

The Player shall acknowledge being informed and having agreed to BREYDEL AMUSEMENT providing consolidated statistics about its Players, the games, the pattern of exchanges and information provided on the Site to partners, statistics that nonetheless do not contain any personal data.

The Player shall also agree to BREYDEL AMUSEMENT reproducing the Player's alias on the entity's Site, and in dealings with the entity's partners, when the user wins a competition, earning and/or a prize, in particular a ticket to participate in a physical competition in a PANACHE class II gaming arcade, in particular.

Certain website pages may nonetheless feature electronic images or "web beacons", for counting the number of visitor to the page. These web beacons may be used with some of the BREYDEL AMUSEMENT partners, in particular for the purpose of measuring and improving the efficiency of certain operations. The information obtained via these beacons shall be used solely to gather

statistics about how often certain site pages are visited. The aim is to be able to offer a better service to the Players.

The Player shall expressly and specifically state the Player's agreement to these uses.

BREYDEL AMUSEMENT shall reserve the right to pass on personal data provided by the user, either to meet a legal obligation, or to apply a judicial or administrative decision. The Player shall acknowledge having agreed to the data being passed on to the Gaming Commission, in keeping with the legal requirements.

This article does not in substance prevent the assignment or transfer of BREYDEL AMUSEMENT activities to a third party.

#### C. Keeping personal data

The user's personal information shall be kept on BREYDEL AMUSEMENT's games servers. No other third party may have access to the information.

All the data are recorded in secure encrypted files. Should a third party gain access to these files, BREYDEL AMUSEMENT shall undertake to do its utmost to ensure the information on the files remains illegible".

The data shall be kept until the user account is closed, apart from data required to establish proof of a right or a contract that may be archived by BREYDEL AMUSEMENT for a longer period.

The data may be provided to BREYDEL AMUSEMENT service providers in the case of the operation of the storage service.

In any event, should a registration be terminated subsequent to a fraudulent use of the site games, BREYDEL AMUSEMENT shall reserve the right to keep all the data related to the terminated account, in particular and without this being exhaustive, the login parameters (alias, password, IP address, contact information ) and the history of the activities (games played, game statistics, withdrawal requests,...).

#### D. Player's responsibility

The Player must ensure strict maintenance of the confidentiality of the Player's personal data and, in particular, the Player's password.

The Player's storage, use and transfer of the Player's login and password shall be undertaken entirely by the Player and subject to the Player's sole responsibility. The Player shall in particular acknowledge having been warned about the insecurity inherent to the use of the auto memory function of the login details as a result of the Player's computer system and shall acknowledge accepting the entire responsibility for the use and any consequence of such a function.

BREYDEL AMUSEMENT advises the user to refrain from disclosing data concerning the user via e- mail or fax unless BREYDEL AMUSEMENT expressly requests the user to do so. It is up to the user to carefully check beforehand that BREYDEL AMUSEMENT is indeed the one responsible for such requests.

Any use of the Player's login and password shall be considered to have been undertaken or duly authorised by the Player. Consequently, BREYDEL AMUSEMENT may not be held liable for damaging consequences to the Player of unlawful, fraudulent or improper use of the Site login details by a third party not expressly authorised by the Player. The Player alone shall be responsible for preventing access to the Player's account in the event of forgetting the Player's login details (for which recovery procedures are available (art. 5.3)).

Any unlawful use of the Player's login or password should be reported as soon as possible to BREYDEL AMUSEMENT so the entity shall be in a position to terminate the impact of this fraudulent use, subsequent to recording the Player's objection. The same shall apply if the Player should suspect that one of the Player's login details is no longer confidential. The Player's notification of this unauthorised use shall not, however, impose any obligation on BREYDEL AMUSEMENT and the Player shall still be regarded as responsible, in the event the organiser fails to protect against the consequences of such use.

BREYDEL AMUSEMENT shall reserve the right to ask the user to change the latter's login and password if the entity believes these items no longer offer sufficient security. Similarly, BREYDEL AMUSEMENT shall reserve the right, pursuant to art. 8 of this contract, to suspend, temporarily or permanently, the user's access to the Site with the user's login and password should the entity suspect an improper use thereof, and, more generally speaking, in the event of a failure to comply with this Contract.

in any event, BREYDEL AMUSEMENT shall not accept any liability for an improper use of the Player's username or password. Similarly, BREYDEL AMUSEMENT may not be held liable for the failure of the user to personalise the Player's password.

#### **5.4. Player's participation in a physical competition**

The Player's participation in a physical competition implies the need to justify the Player's identity to PANACHE or the person in charge of the physical competition, providing formal proof of identity.

The regulations governing participation in the games available on the Site shall be applicable to the Player's participation in a physical competition. For example, the Player shall be responsible for ensuring the Player has reached the statutory age for taking part in the physical competition or is not forbidden from taking part in games.

As a result of participating in the competition, the Player shall allow BREYDEL AMUSEMENT the right to use the Player's alias for promotion activities without seeking any compensation.

The Player may be asked to sign an agreement before taking part in the event. The agreement may include permission to be filmed while taking part in the event and for the film to be broadcast. The Player's refusal shall terminate the registration process for the Player's participation in the event, without any compensation whatsoever.

During the competition, further regulations concerning the behaviour of the players may be applied. These regulations may lead to penalties that could be as severe as disqualifying the Player, for such acts as using coarse language, insulting members of staff, players or any other person during the event, or any other type of behaviour that BREYDEL AMUSEMENT, at its sole discretion, may believe adversely affects the way the event is organised.

The Player who is penalised or disqualified from the event subsequent to an infringement of these regulations shall refrain from challenging the BREYDEL AMUSEMENT decision and abandon an appeal regarding this matter.

### **6. Procedures for using the games**

#### **6.1. Compliance with the legal requirements for accessing and participating in the games**

As a result of the registration, the Player shall undertake to observe Belgian laws and the laws applicable in the Player's country of residence. The Player shall refrain from taking part in the games if the Player is not yet 21, does not have legal capacity, is prohibited from games or if the laws in

the Player's country of residence prohibit the Player or if the Player is bound by a measure of any kind prohibiting any participation in games.

The Player shall be authorised, subject to the registration process in keeping with article 5 of this Contract, to use the Site, the Software and the games for non-commercial purposes. This entitlement is granted on a personal, non-exclusive and non-assignable basis with a view to using the Software, subject to compliance with this contract and in particular the following terms and conditions:

- a. Any information in the registration form you presented to BREYDEL AMUSEMENT shall be correct, truthful, accurate, up-to-date and complete, while being consistent with the data in your identity card and your bank identity documents used for deposits and cash receipts.
- b. Participation in the games shall be undertaken solely remotely via the Site, with the login and password belonging to the Player. The Site shall be accessible with any IT equipment, in particular a computer, portable telephone or any other medium for connecting to the Internet network (Smartphones, Iphones, Ipod touch, game consoles, etc.).

The Player shall acknowledge being notified that access to the Site and participation in the Game shall imply the Player having an internet connection to access the Site. The Player shall relieve BREYDEL AMUSEMENT of any liability should access to the Site and participation in the Game be impossible owing to force majeure or the Player using equipment that is inadequate or configured by a third party such that the Player has no access to the Site.

The Player shall guarantee BREYDEL AMUSEMENT that the equipment used has no defects likely to affect the proper operation of the Site, Software and games. Towards this end, the Player shall undertake to use up-to-date anti-virus programs.

- c. The right to use the Software, Site and games shall be granted personally to the previously and duly registered user. You may not authorise a third party to use your account, password or identity to access the Software, the Site or games. No complaints shall be accepted by BREYDEL AMUSEMENT concerning games activities performed on your behalf by a third party.

BREYDEL AMUSEMENT may not be held liable for the fraudulent or improper use of a user account or debit or credit cards stolen even if this improper or fraudulent use of the user account or theft of these cards has been reported to BREYDEL AMUSEMENT. The same applies if the Player/user forgets, misplaces or loses the latter's password.

The Player shall therefore continue to be entirely responsible for a third party's use, authorised by the Player or otherwise, of the latter's computer equipment, e-mail address, alias/username and/or password or the number of the Player's bank card. The Player shall meet the requirements of art. 5.3.D in this contract and hold BREYDEL AMUSEMENT safe from any use by a third party of the Player's login or password. The Player shall undertake to take all the appropriate measures to maintain their confidentiality. Towards this end the Player shall ensure in particular to disconnect from the Player's account at the end of each session.

The Player shall moreover ensure the links used to participate in the Game direct the Player to the Site and the website address [www.panache.be](http://www.panache.be) in particular. Any participation in the games outside of the Site and, in particular through a website address other than [www.panache.be](http://www.panache.be) shall be deemed to be non-existent. The Player shall indemnify BREYDEL AMUSEMENT against any consequences thereof.

- d. BREYDEL AMUSEMENT shall reserve the right at its sole discretion to restrict or refuse any bet or wager made by the user or via the user's user account.

e. The Player shall undertake to refrain from committing any act or adopting any behaviour that interferes with or adversely affects the reputation of BREYDEL AMUSEMENT, the Site, Software or the games or other Players, or the proper operation of the Software, Site and games.

It is forbidden to use a procedure of any kind to change or attempt to change the gaming facilities on offer, particularly for the purpose of changing the results or any factor determining the result of a game and the winners of a game.

The Player shall moreover refrain from using or attempting to use the stochastic calculus (martingale) of any software using artificial intelligence in relation to the use of the Software or games. Should BREYDEL AMUSEMENT reasonably consider that you have changed or tried to change the gaming facilities on offer, used or attempted to use a martingale or a product using artificial intelligence with our Service or Software, BREYDEL AMUSEMENT shall reserve the right to terminate or block your account immediately, not to reimburse the sum credited to your account, and prevent you from accessing any other Internet sites, services and software BREYDEL AMUSEMENT may offer, with no possibility of appeal whatsoever.

The Player moreover shall undertake and more generally:

- refrain, irrespective of the processes or instruments, from any manipulation of the Site, Software or games likely to affect the likelihood of the Player's winning/odds ratio or that of the other Players or the losses of the other Players.

- not to use robots, a search program or another manual or automatic procedure in order to find, index, store, record or reproduce the structure or presentation of the Site, software or games.

- not to restrict, usurp or prohibit other Players from accessing the Site, software and Game, irrespective of the processes or instruments, in particular as a result of using any software or piracy, misuse or change to all or part of the Site.

- not to use the Site, the Software or games, or all or part of their content, for unlawful purposes or to the detriment of the interests of BREYDEL AMUSEMENT, other Players or third parties.

f. The Player shall represent and warrant having noted, perfectly understood and accepted the regulations specific to the games of chance available on the Site. The Player shall undertake to observe these.

In particular, the Player shall acknowledge being aware and agreeing that by playing the games of chance available on the Site, the Player may not gain any winning and may also lose money. The Player shall undertake to be solely responsible for any financial losses and relinquish any appeal, accordingly, against BREYDEL AMUSEMENT. This applies in particular when the Player manages, on the basis of the Player's own initiative, or owing to the site's malfunctioning, to experience a loss higher than €250 for 10 hours of games.

The Player shall represent and warrant BREYDEL AMUSEMENT that the financial resources used to play on the Site do not have any illegal origin, and shall undertake to refrain from using the Service for the purpose of transferring funds, engaging in unlawful or fraudulent activities or any prohibited transaction (including money-laundering), pursuant to the laws of all the jurisdictions on which the Player depends.

The Player shall also acknowledge BREYDEL AMUSEMENT's right at any time to ask for documentary evidence of a customer's deposits in the case of any alternative payments (e.g. the receipt from Click2Pay, MoneyBookers and Neteller). BREYDEL AMUSEMENT shall reserve the right to ask, without providing a reason, for the bank account numbers of its customers.

g. You shall certify that you shall not break through or try to break through or circumvent in a way BREYDEL AMUSEMENT's security measures, including the registration procedures.

The user shall undertake to use the Site, along with any item that is linked and/or incorporated, such as, in particular: hypertext links, software, databases, editorial content, graphic manual ..., pursuant to the provisions in this contract and solely for the non-commercial purposes of the games proposed by BREYDEL AMUSEMENT. Should BREYDEL AMUSEMENT have the slightest doubt about compliance with this clause, BREYDEL AMUSEMENT shall reserve the right to terminate or block your account immediately, not reimburse the sum credited to your account, and prohibit your access to all the other Internet sites, Service and Software that BREYDEL AMUSEMENT might offer, with no possibility of appeal whatsoever.

h. The Player shall acknowledge being informed that any sum of money linked to the Player's user account may not generate interests. It is forbidden to make any claim on this subject, irrespective of the time during which the money remained linked to the Player's user account.

i. The Player shall refrain from any participation in games with the user account of another player or using the same computer and/or the same Internet connection as that of another Player.

**Also forbidden is any possibility of the Player opening several accounts. Each Player shall be authorised to open just one player account.**

Should BREYDEL AMUSEMENT discover a customer having more than one player account, BREYDEL AMUSEMENT shall reserve the right to block all the user's accounts, including but not limited to any transactions related to the user accounts, until the problem is fully resolved. You shall certify that you shall not abuse the possibility to open accounts. BREYDEL AMUSEMENT shall reserve the right, at its sole discretion, to terminate or block immediately the user accounts created for these purposes and their transactions.

j. The Player shall undertake to meet any tax obligations the Player may have. The Player shall be solely and fully responsible and liable for the declaration, registration, payment and accounting in respect of taxes or any another charge or exceptional tax the Player may legally owe the tax authority on account of any winnings the Player may have.

k. The Player shall refrain, without the consent of BREYDEL AMUSEMENT, from listing the Site, the Software or games, irrespective of the medium, and, in particular, refrain from becoming involved in any advertising, such as including hypertext links or sending unsolicited e-mails or messages to Players or third party users.

l. The Player shall refrain from collecting or gathering any information about the Players or more generally any third party consulting the Site [www.panache.be](http://www.panache.be).

m. The Player shall acknowledge being informed that BREYDEL AMUSEMENT is likely to change the content of the Site, Software and games, without notice. The Player shall

consequently undertake to take note of the said changes as soon as the Player learns this from BREYDEL AMUSEMENT. Towards this end, any change shall be brought to the attention of the Players either via email, or via a pop-up or through any other channel.

n. The Player shall be free to access and participate in the opportunities for discussion offered on the Site (real-time chat, forum) subject to compliance with the legislation in force and this Contract.

The user shall undertake to observe the basic requirements as to good conduct, politeness and courtesy, and in particular:

- Remain courteous and polite with the user' contacts;
- Avoid personal attacks;
- In the particular case of the forum:
  - \* not to post the same message several times in the context of several subjects/forums (multiposting);
  - \* Seek to use the "Search" facility before creating a new subject that may already be available in the forum.

The Players shall be formally prohibited from distributing or spreading or helping to distribute hate, racist, anti-Semitic, xenophobic, homophobic, defamatory speech detrimental to public policy and the principles of morality or more generally derogatory or unpleasant, irrespective of the medium, including chatrooms, and concerning the Players, the Site, the Game or the Organiser.

Also prohibited in chatrooms shall be messages in breach of the spirit of the Site, such as, but not restricted to, messages expressing positions or opinions of a political or religious nature, messages that are improper, extreme, inappropriate, attempting to mislead other Players concerning the rules of the game or usurping the names of other people and more specifically pretending to be an employee, agent, partner or member of BREYDEL AMUSEMENT, of any other company in the BREYDEL AMUSEMENT Group to which it belongs, to be a moderator, or ahost.

Similarly, the user shall refrain from pretending to be another user, a celebrity, or communicate using a false name, false status or a false alias, from lying about being under age or over age or downloading, displaying, transferring by any means, any content affected by a computer virus, or any other code, or software designed to obstruct, distort, interrupt, destroy or limit the functionality or normal features of the Site, Software or games.

BREYDEL AMUSEMENT shall reserve the right to remove from forums and chatrooms any message conflicting with this provision.

It shall be expressly agreed that each Player shall nonetheless alone be responsible for the content of messages that Player posts in chatrooms. BREYDEL AMUSEMENT may not be held liable for the content, in particular the unlawful nature of the content in the light of the regulations in force, any loss or damage arising from the use of any content displayed, transferred via instant messages or any other way via the chatrooms or forums. Should BREYDEL AMUSEMENT be deemed liable owing to a failure by the user to meet the user's obligations pursuant to this provision or the statutory and regulatory provisions in force, BREYDEL AMUSEMENT shall reserve the right to call on the user by way of guarantee.

### **6.3. Primacy of results recorded by BREYDEL AMUSEMENT**

In the event of conflicts between the results presented on the Site and the result directly or indirectly recorded by BREYDEL AMUSEMENT, in particular on its computer server via the Software, the latter shall invariably prevail.

The Player shall acknowledge and agree that solely the BREYDEL AMUSEMENT computer files shall prevail.

Consequently, solely data and records obtained and/or kept directly or indirectly by BREYDEL AMUSEMENT shall be regarded as evidence of the existence and content of the rights and obligations of BREYDEL AMUSEMENT and the Player, irrespective of the medium.

## **6.4. Transactions**

### **Player's user account management**

6.4.1. The Player's use of the user account is strictly confined to the Player's participation in the online games available on the Site. The Player's replenishment of the user account must be solely for this purpose, to the exclusion of any other use, in particular by way of a bank account.

6.4.2. Under no circumstances can any amount of money associated with a Player account accrue interest.

6.4.3. Deposit limits

Two types of limits are available on the Website (a) the default deposit limit and (b) the personal deposit limits. The more restrictive limit will apply to the Player.

#### a) Default deposit limit

Pursuant to the Royal Decree of 25 October 2018 on the conditions for operating games of chance and gambling via computers and of the Royal Decree of 19 June 2022 determining the conditions for the consultation of the Belgian Central Individual Credit Register by the Belgian Gaming Commission and amending the provisions relating to the limitation of online games of chance, the Player is informed of the imposition of a weekly deposit limit pursuant to the said Royal Decree, preventing the Player from depositing more than 200 euros per week into their Player account. The Player has the option of turning off the default deposit limit with the authorization of the Belgian Gaming Commission. However, the player is advised to set their gaming limits based on their financial situation and to always stay within the limit they set themselves.

To turn off the default deposit limit, the Player must go to their Player account settings or the Deposits page and request the removal of the default deposit limit.

BREYDEL AMUSEMENT immediately brings this request to the attention of the Belgian Gaming Commission in an electronic form.

Within 72 hours (three days) from the receipt of the request, the Belgian Gaming Commission will indicate if the request can be authorized after they have electronically asked the Belgian National Bank if the Player is known to be in default of payment in the Belgian Central Individual Credit Register.

The increase cannot be granted to Players if they are known to be in default of payment in the Belgian Central Individual Credit Register of the Belgian National Bank. The Player will be notified of the Commission's refusal by BREYDEL AMUSEMENT.

The Player is also informed that BREYDEL AMUSEMENT may be legally obliged to cancel the increase of the default deposit limit requested by the Player and initially applied following information from the Belgian Gaming Commission of the registration of the Player in the Belgian Central Individual Credit Register as being in default of payment.

#### b) Personal deposit limits

As part of BREYDEL AMUSEMENT raising awareness about responsible gaming and with a view to protecting the Player, the Player can at any time set themselves more restrictive personal deposit limits for all the games of chance and bets in which they take part on the Website. In the event that the Player does not set themselves a personal limit after the default limit has been removed, a €2,000 per week limit will be imposed on the Player.

To do this, the Player goes to their Player account settings where they have the option of setting deposit limits for periods of 24 hours, 7 days or 1 month. A decrease in the Player's personal deposit limits will have immediate effect.

If the personal deposit limit is increased by the Player, they are informed and unreservedly accept that they will only be able to play with this limit after a 72-hour period following the increase. Then, the Player may decide to reduce their personal deposit limit or to turn back on their default deposit limit by going to their Player account settings.

6.4.4. The withdrawal of credits available in the user account of the Players shall be conditional upon the availability and maintenance of a definitive user account (article 5.2.B of the Contract). BREYDEL AMUSEMENT shall reserve the right to ask the Player for any information or any documents it believes are necessary to confirm any deposits or any withdrawals.

6.4.5. BREYDEL AMUSEMENT shall not comply with a Player's request for a withdrawal unless the Player's name is absolutely the same as the name of the holder of the user account and the bank account into which the credits should be deposited.

BREYDEL AMUSEMENT shall proceed to pay out a sum of money only if the Player does not owe any sums to BREYDEL AMUSEMENT and subsequent to checking the effective operation of the games, the absence of any cheating, fraud and Software error or any human error leading to a Player's unjustified win or loss.

BREYDEL AMUSEMENT shall not receive any commission or costs of any kind on the deposits or withdrawals, irrespective of the payment procedure. Conversely, BREYDEL AMUSEMENT shall reserve the right to seek administration costs equal to 5% of the value of the transactions (withdrawals and deposits ) whose purpose was not be the sole participation in the games (in particular in the event of consecutive deposits and withdrawals without stakes or any improper use of the user, for example).

The Player shall acknowledge being warned that depending on the payment method used, the Player's banking establishment or payment service provider may seek costs from the Player. BREYDEL AMUSEMENT may not be held responsible, as the Player shall be required to seek information beforehand from the Player's banking establishment or payment service provider about any transaction cost they may be likely to seek from the Player.

The Player shall acknowledge being aware that all financial transactions are subject to the standard bank processing times, hence it is up to the Player to check that all the information necessary to confirm the transaction has been provided to BREYDEL AMUSEMENT.

BREYDEL AMUSEMENT may not be held liable in the event of a payment the entity makes into the bank account of a Player that may have been hacked.

## **Responsibility of the Player**

BREYDEL AMUSEMENT shall use private/public encryption methods to guarantee, to the best of the entity's abilities, the confidentiality of the players' passwords and to provide secure access to the Software and games. The Player shall nonetheless be entirely responsible for the proper operation of the Player's user account and the confidentiality of the Player's password.

The Player shall refrain from using any means of payment or the user account of a third party or another Player, even with the latter's consent

The Player shall expressly undertake not to raise objections to or ask the Player's bank to cancel, irrespective of the reason, any payment of sums owed to BREYDEL AMUSEMENT. This shall apply to any sum credited to the Player's account via the Player's debit card. In other words, the Player shall irrevocably and definitively refrain from objecting to or refusing any payment of sums owed to BREYDEL AMUSEMENT.

The Player shall allow BREYDEL AMUSEMENT the right to draw from the user account any sums the Player may have unjustifiably received subsequent to fraud or a malfunctioning of the Site or games.

The Player shall undertake to compensate BREYDEL AMUSEMENT for any loss it may incur relative to payments or defaults on payments by the Player or misuse or improper use of the Player's user account.

Should BREYDEL AMUSEMENT suspect that the Player does not have the minimum age required to play, the entity shall return any sum of money wagers as soon as possible. Moreover, any winning the user may have received shall be confiscated until the user has provided compelling evidence of having reached the minimum age required to play.

## **Check**

The Player shall allow:

- BREYDEL AMUSEMENT to check the solvency of a Player, with the assistance of financial institutions and third party payment service providers, in the light of information provided by the said user during the registration process.
- BREYDEL AMUSEMENT shall use the electric payment processors of third party companies and/or financial institutions managing settlements the user makes in the light of the user's use of the Site, Software and games.
- BREYDEL AMUSEMENT shall block the user account of a Player suspected of fraud, cheating or any use of the Site or games incompatible with this Contract;
- BREYDEL AMUSEMENT shall oppose the use of certain debit cards related to unlawful activities, fraud, cheating or non-compliance with this Contract.
- BREYDEL AMUSEMENT may have to ask the Player for details about the Player's bank account and financial transactions that have taken place in the context of the use of the Site at the initiative of the Player.

BREYDEL AMUSEMENT may not be held liable for the fraudulent or improper use of a user account or stolen debit cards, even if this fraudulent or improper use of this user account or the theft of cards has been reported to BREYDEL AMUSEMENT.

## 6.5. Responsibility of BREYDEL AMUSEMENT

BREYDEL AMUSEMENT shall undertake to do its utmost to ensure access to the Site, Software and games as a conscientious professional.

BREYDEL AMUSEMENT shall undertake to ensure that the use of the game software over the Internet shall provide the Player with fair chances of winnings thanks to the RNG (Random Number Generator).

BREYDEL AMUSEMENT shall strive ensure the Site, Software and games are available 24 hours a day, and seven days a week.

In order to log in to the Site, the Player shall acknowledge and agreed to have hardware and software, and an Internet connection that is compatible with the terms and conditions for providing the games offered by the Site. Towards this end, BREYDEL AMUSEMENT recommends having an Acrobat Flash Player, and the following items:

### **Hardware and operating system:**

PC: Windows XP and later

MacIntosh: Mac OS X and later

### **Browser:**

IE 8 and later with enabled Javascript

Firefox with enabled Javascript

Chrome with enabled Javascript

**Type of connection:** ADSL 512 minimum.

If the user does not have this minimum configuration, the user runs the risk of not being able to enjoy the Services the company is offering online.

The Player shall acknowledge being aware that access to the Site, Software and games may be hindered or temporarily interrupted, owing to, for example, maintenance operations, upgrading and/or updating the Site, Software, or games or their repair subsequent to hacking or other circumstances not under the control of BREYDEL AMUSEMENT, such as:

- a malfunctioning of the Internet network affecting the proper operation and/or operation of one or more games available on the Site or more generally access to the Site, Software and the games;
- faulty receiving equipment or lines of communication;
- a delivery problem;
- a computer virus or bug, an irregularity or technical, hardware or software defect of whatever kind.

BREYDEL AMUSEMENT shall undertake to take any reasonable measure to minimise these problems when they can be attributed to the entity. The Player shall consequently acknowledge and agree that BREYDEL AMUSEMENT shall not be held liable for any unavailability, suspension or interruption of the Site or Services.

BREYDEL AMUSEMENT may not, however, be held liable in any circumstances for direct or indirect, predictable or unpredictable damage or inconvenience of any kind concerning the use of the Site, Software or games, including, but without the list being exhaustive:

- Any lost earnings, loss of an opportunity, cost of obtaining a replacement service or technology;
- any consequences of the aforementioned circumstances;
- any consequences of a fortuitous or similar circumstance.

BREYDEL AMUSEMENT cannot be held liable if, for a reason outside its control, one or more games or services have to be changed postponed or cancelled. Any development or change to the Site content may result in an update and/or the temporary unavailability of Site, but this shall not involve the liability of BREYDEL AMUSEMENT.

Similarly, BREYDEL AMUSEMENT shall reserve the right to interrupt or suspend one or more of the games or services on offer on the Site, at any time and without notice, without having to justify the reason or cause. In this case, BREYDEL AMUSEMENT's liability cannot be invoked in any way and the users may not claim compensation of any kind.

In the event of a complaint by a Player because of being unable to access the Site, Software or a game, BREYDEL AMUSEMENT shall reserve the absolute right to ask for a screen shot, but the request shall not render BREYDEL AMUSEMENT liable.

BREYDEL AMUSEMENT is likely to offer on the Site simple links to other third party websites. In this case, the links shall be provided for information purposes only. BREYDEL AMUSEMENT shall not make any check of the current or future content of these third-party websites, while any access to these sites shall be the sole responsibility of the user subject to the user's own risks. BREYDEL AMUSEMENT shall not accept any liability for the content, lawfulness or availability of third party sites. The Player shall acknowledge that BREYDEL AMUSEMENT shall accept no liability of any kind for losses or damages that accessing or browsing on these third-party sites may cause. Conversely, BREYDEL AMUSEMENT shall undertake to delist third-party sites whose unlawfulness has been brought to its attention, by any means and in particular in response to a complaint by e-mail.

Lastly, the Player shall safeguard BREYDEL AMUSEMENT against any direct or indirect, predictable or unpredictable damage or inconvenience of any kind that the Player or a third party may suffer as a result of the improper or inappropriate use of the Site, Software or games, by a Player or third party, including but not limited to damages related to financial loss, lack of winnings, loss of data, damage to property or person.

## **6.6. NO GUARANTEE**

IN THE EVENT OF ERRORS IN THE SYSTEMS, CAUSED BY VIRUSES OR BUGS RELATIVE TO THE REGULATION OF ACCOUNTS OR ANY OTHER PARAMETERS OR COMPONENTS OF THE SOFTWARE, WE CANNOT BE HELD LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, COSTS, EXPENSES, LOSSES OR CLAIMS CAUSED BY THESE ERRORS, AND WE RESERVE THE RIGHT, IN THE EVENT OF ANY ERROR OF THIS TYPE, TO REMOVE ALL GAMES FROM THE SOFTWARE AND THE SITE CONCERNED AND TO TAKE ANY OTHER MEASURES TO CORRECT THESE ERRORS, PROVIDED WE ARE NOT REQUIRED TO PROVIDE SOFTWARE AND/OR SIMILAR GAMES BY WAY OF REPLACEMENT. MOREOVER, WE MAY NOT BE REQUIRED TO PAY WINNINGS OBTAINED OUTSIDE THE NORMAL COURSE OF THE GAME. IN OTHER WORDS, ALL THESE WINNINGS SHALL AUTOMATICALLY BE CANCELLED IN THE EVENT OF SUCH FACTORS AS A GAME SOFTWARE BUG, A PLATFORM BUG, AN EMPLOYEE'S MALPRACTICE, THE USE OF PIRATED SOFTWARE OR OTHER.

BREYDEL AMUSEMENT MAY NOT BE HELD LIABLE FOR ANY ACTION OR OMISSION BY YOUR INTERNET PROVIDER OR ANY OTHER THIRD PARTY WITH WHOM YOU HAVE A CONTRACT FOR THE PURPOSE OF ACCESSING THE SERVICE AND/OR SOFTWARE OF BREYDEL AMUSEMENT. IN THE EVENT OF A DISPUTE BETWEEN THE INTERNET PROVIDER AND YOU, BREYDEL AMUSEMENT MAY NOT BE INVOLVED IN THE PROCEEDINGS AND SUCH DISPUTES MAY NOT AFFECT THE USER'S OBLIGATIONS CONCERNING THE TERMS AND CONDITIONS OF THIS CONTRACT.

## **7. INTELLECTUAL PROPERTY**

The Player shall acknowledge being informed that BREYDEL AMUSEMENT is the holder and beneficiary of rights concerning all the distinctive signs of the Site, Software and games on offer via the Site.

The games and the Site are the property of PRODUWEB GAMING or other partners of BREYDEL AMUSEMENT, who hold the exclusive rights relating thereto.

The access and use of the games and the Site leads to the use of data and programs not belonging to the Player for which items BREYDEL AMUSEMENT grants the Player, on behalf of and account of PRODUWEB GAMING, a personal licence, that is non-exclusive, temporary, revocable, and non-assignable. Strictly confined to the use of the games on offer for non-commercial purposes and in strict compliance with the provisions of this Contract, the said licence shall not involve the concession of any other right, for the Player, including any right the Player may claim as a result of the lapse of time or the attitude of BREYDEL AMUSEMENT or PRODUWEB GAMING. The Player shall

refrain from granting any sub-licence. The right of use granted to the Player shall be conditional upon the resolutive condition as to the Player's non compliance with this Contract.

Any use of the games or Site apart from the Player's legitimate and authorised connection to the Site shall be strictly forbidden.

The Player shall moreover refrain from affecting in any way the aforementioned intellectual property rights and, in particular reproducing, communicating, using, even partially, the distinctive signs, or using all or part of the content of the Software, games, Site or any components of the Site, Software or games allowing the operation thereof, without the prior written agreement of BREYDEL AMUSEMENT and PRODUWEB GAMING.

The Player shall therefore refrain from copying, printing, transferring or transmitting all or part of the Software or games irrespective of the medium or irrespective of the form; selling, renting, sub-licensing or distributing in any way the Software or games; changing the Software, the Site or games, and/or merging all or part of the Software, Site or games in other computer programs; compiling the Software, the Site or games, decompiling them, disassembling them, translating them.

The Player shall refrain from using the robots, search programs or any other manual or automatic procedure likely to allow the Player or a third party or another Player to index, store, record or reproduce, all or part of the content of the Site or Game, or data concerning the Players.

The Player shall moreover refrain from, for example: (a) allowing one or other persons from using the Site, Software or games without the prior consent of BREYDEL AMUSEMENT; (b) undertaking reverse engineering, creating derivative works from the Site, Software or games; (c) using the Site, the Software or games for purposes other than those described in this Contract.

The Player shall undertake to delete any copies of the Site, Software, Site or games in the event of deregistration, voluntary or at the initiative of BREYDEL AMUSEMENT, irrespective of the reason.

## **8. Penalties for non-compliance with the Contract or the laws in force**

BREYDEL AMUSEMENT shall reserve the right in the event of the Player's non-compliance with the Contract or the laws in force to suspend or close the Player's user account, without notice or compensation.

Factors regarded as a failure to fulfil an obligation and justifying the suspension or closure of the user account shall include:

- the non-observance of the registration terms and conditions; in particular, in the case that the registration terms and conditions are not /no longer being met, or the information provided by the Player is not or no longer accurate /truthful /complete /up-to-date.

This shall be the case if the Player is the subject of a gaming prohibition.

- The misuse of the account opening procedure;
- The Player's unauthorised use of the user account by the Player, such as the Player's use of the user account in the form of a bank account;
- Any fraudulent or unlawful activities by the Player, or attempts at using the Site, Software or games for unlawful purposes or purposes not authorised by BREYDEL AMUSEMENT, including using the user account of another Player (even with the Player's consent), or the use of stolen or debit cards, or money-laundering activities;
- Any hacking of the Site, Software or games, including any infringement of the intellectual property rights of BREYDEL AMUSEMENT;

- Any violation of the regulations governing the games accessible at all times on the Site, and in particular in the event of cheating (such as, chip dumping or using automated software, ...);
- Any action or attempts at collusion between players.

Should a Player's user account be suspended or closed, BREYDEL AMUSEMENT shall reserve theright:

- to bring to the attention of all the competent authorities, including the judicial authorities, suppliers of electronic payment systems or any other financial institution, any unlawful or suspicious activities involving a Player;
- to suspend or cancel any transactions, bets, wagers or payments from or to a Player.
- block the credits of the Player in order to prevent the consequences of any improper or unlawful, suspicious or confirmed use of the Site or games;
- initiate the appropriate or relevant legal proceedings in order to end an alleged infringement by the Player, seek redress for injury suffered by BREYDEL AMUSEMENT or recover any winning that might have been paid out to the Player subsequently or owing to the Player's alleged infringement.

Should the Player's account be closed by BREYDEL AMUSEMENT owing to a failure to comply with the Contract, a warning about the closure of the user account shall be sent to the Player by e-mail, to the address specified during the registration process. The closure of the user account shall result in the loss of any accumulated winnings as a result of the Player' poor performance of the Contract, without prejudice to the right of BREYDEL AMUSEMENT to recover any compensation it might be owed.

## **9. DURATION AND TERMINATION**

### 9.1.

The Contract shall come into force as soon as the "I accept" check box has been clicked on and shall remain in force until the Player's user account is closed.

### 9.2.

The Player may terminate the Contract, at any time, by sending a registered letter to BREYDEL AMUSEMENT, 2018 Antwerp (Belgium ), Breydelstraat, 20. The Contract shall be terminated when the Player receives a written notification from BREYDEL AMUSEMENT to confirm that Contract has ended.

### 9.3.

Without prejudice to the right of BREYDEL AMUSEMENT to terminate the user account pursuant to article 8 of the Contract, BREYDEL AMUSEMENT shall also be authorised to close the Player's user account should the account remain inactive for 30 months or more. Any positive balance in favour of the Player shall be paid to the latter to coincide with the closure of the user account, without prejudice to the Player's right to seek a new registration process.

### 9.4.

Without prejudice to the consequences related to the closure of the account, as described in article 8, the termination of the Contract shall imply that the Player shall cease any use of the Site, Software and games and delete any copies thereof from the Player's computer or any other media.

## **Article 10 – Miscellaneous**

### **10.1. PLAYING IN AN ETHICAL AND RESPONSIBLE MANNER**

BREYDEL AMUSEMENT urges you to play in moderation.

The user should know that playing more and more often and for longer periods of time can lead to a state of dependence or psychological vulnerability. The user should realise that addiction means inappropriate, persistent and repeated playing. The pleasure of playing changes into an overwhelming need to play and all the adverse implications this has for the Player and the Player's relatives and associates. The Player may consult the section "PLAYING IN A RESPONSIBLE MANNER" at any time, it can be accessed from any of the BREYDEL AMUSEMENT website pages. In this section the Player shall discover a series of moderators available on the Site, advice from the service for combating pathological and excessive gambling and preventing addiction, the opportunity to join the blacklist of gamblers, and the procedure to follow and a list of anti-addiction agencies.

Pursuant to the Gaming Commission (GC) guidelines, entering the Token, the single confirmation code allowing the user to access the gaming applications on the Site [www.panache.be](http://www.panache.be) (article 3.5.1), results in the setting of a specific upper loss limit for each user above which the user may not access the games playing for real money on the Site [www.panache.be](http://www.panache.be). Accordingly, the GC limits the amount of losses per gaming for each user. The limit is set in practice at €250 for each 10-gaming period playing for real money on the Site [www.panache.be](http://www.panache.be).

When the user logs in to the game software the 10-hour period is equal to 10 hours in real time: 1 minute connected = 1 minute in real time.

When the user is not logged in to the game software, the 10-hour period is equal to 120 hours in real time: 12 minutes disconnected = 1 minute in real time.

Each wager the user makes reduces the upper loss limit authorised for a 10-hour gaming period, while every win the user achieves raises the authorised upper loss limit.

When the user reaches the latter's authorised upper loss limit during a period equal to 10 hours or less, the user may no longer access games playing for real money during a specific period of time: 10 hours – access hours multiplied by 12 or a maximum of 5 days. The GC unilaterally decides on the duration of the period when access to game software at [www.panache.be](http://www.panache.be) is prohibited.

### **10.2. CUSTOMER SERVICE AND COMPLAINTS**

Unless specified otherwise in this Contract, the Player shall undertake to forward any requests to change the Player's personal data or lodge a complaint or make objections to the following address [support@panache.be](mailto:support@panache.be). Complaints should be forwarded no later than 14 days after the original transaction, otherwise the complaints shall be regarded as non-admissible.

In order to continue maximising the efficiency and effectiveness of the Site, Software and games, all requests from Players shall be dealt with as fast as possible. The Player shall nevertheless acknowledge that BREYDEL AMUSEMENT shall not be required to investigate nor act upon a complaint a Player makes to another Player.

BREYDEL AMUSEMENT, shall take a decision, at its sole discretion, about whether to take action against any person suspected of an unlawful action or seeking to infringe the terms and conditions of the Contract.

However, BREYDEL AMUSEMENT shall not be under any obligation to Players to check if the Players are using the Software, the Site, the Software or games pursuant to the regulations featured in this Contract. BREYDEL AMUSEMENT's reaction to a Player's infringement of a provision in this contract shall not in any case constitute the entity's renunciation of a right.

### **10.3 CHANGING THE CONTRACT**

BREYDEL AMUSEMENT shall reserve the right to amend, change, update this Contract, including the gaming regulations available at the address [www.panache.be](http://www.panache.be).

The version of the Contract featured on the BREYDEL AMUSEMENT site (s) shall be the valid version, and shall be applicable to all Players, with immediate effect for the future.

A notice of a change with the date it is applied shall be featured on the Site. BREYDEL AMUSEMENT therefore advises the Players to consult the wording of the Contract at regular intervals, or, at the very least, as soon a notice of a change is published by BREYDEL AMUSEMENT.

Should the Player refuse to be bound by any changes to the Contract, the Player shall undertake to immediately request the closure of the Player's user account and cease using the Site, the Software and the games.

### **10.4. Keeping a printed version of the general terms and conditions of use**

The Player shall be free to keep and print this Contract, provided no changes are made thereto.

In any event, the files, data and documents, stored by BREYDEL AMUSEMENT on computer storage media, or by any of its partners, in reasonably secure conditions, shall be regarded as evidence of communications, of the contract and any financial transactions occurring during the performance of the contract. The Parties shall assign to these pieces of evidence the same evidentiary value as those assigned to a paper document. E-mails the Organiser keeps in an electronic storage media shall prevail, even if their senders have not affixed their electronic signatures.

### **10.5. Severability of the Contract**

Should one or more clauses in the Contract be declared invalid pursuant to a law or regulation or subsequent to a definitive court decision, the Parties shall agree to replace this with a valid clause of equal scope.

They shall also agree that the invalidity of one of the provisions in this Contract shall not affect the validity of the other provisions in the Contract which shall maintain their full effects.

### **10.6. Assignability of the contract**

The Player's rights and obligations may not be assigned to a third party, Player or otherwise, without the prior consent of BREYDEL AMUSEMENT.

The Player shall declare being informed by BREYDEL AMUSEMENT, and authorising the entity to sell the Software, the Site or all or part of the games without the Player's prior agreement. In this case, BREYDEL AMUSEMENT shall inform the Players in advance and ensure the guarantees offered by the third party taker shall not be less than those offered by BREYDEL AMUSEMENT.

### **10.7. Primacy of the French version**

In the event of conflicts between the French, Dutch and English versions of the contract, the French version shall prevail.

THIS CONTRACT SHALL BE REGARDED AS VALIDLY CONCLUDED, ACCEPTED AND SIGNED BY BREYDEL AMUSEMENT AND THE PLAYER AS SOON AS THE PLAYER HAS CLICKED ON "I HAVE READ AND ACCEPT THIS CONTRACT", AS SPECIFIED IN ARTICLE 4 AND 5 OF CONTRACT,.

#### **10.8. Applicable law and competent courts**

This contract shall be governed by Belgian law, without prejudice to the mandatory provisions the Player may be entitled to invoke pursuant to article 6 of EC Regulation N° 593/2008 of the European Parliament and Council on the law applicable to contractual obligations.

In the event of a dispute, the Parties shall undertake to seek to amicably resolve the dispute within a period of 14 days, starting from the date on which it was repudiated by one of the Parties. In the absence of an amicable settlement within the aforementioned period of time, the Belgian courts for the judicial district of Liege alone shall be competent to settle any dispute about its formation, fulfilment or interpretation.

**PLEASE PRINT OUT THIS DOCUMENT AND KEEP A PAPER COPY.**