

## **TERMS OF SERVICE**

Latest update: January 3rd, 2024

"Please review these Terms and Conditions (Ts & Cs) BEFORE you open an account and play any games. We also advise that you review the rules of each game for info on how to play, how prizes are allocated, and for the % of player returns BEFORE you start to play.

Note, these Ts & Cs, including the docs and other policies we mention, inform you of the terms of use by which you may use the Joe Fortune Website, as well as the products and services available on the Website (the "Services"), either as a registered user or an invited guest."

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### **1. ACCEPTANCE OF THE TERMS & CONDITIONS**

1.1. Hey mate, by using and/or visiting any section of the Website (including but not limited to sub-domains, other websites or applications owned by us), you are to be bound by the Ts & Cs, Privacy Policy, and any other policies as set out in a game or event's rules.

1.2. We deem acceptance of the Ts & Cs by you upon your: a) use of the Website or the Services; or b) clicking to acknowledge the agreement with these Ts & Cs when this option is made available to you in the course of registering an account.

1.3. Come on mate, don't get ahead of yourself. You've got plenty of time to grow up! You must be 18 years of age or older to access the Website. Providing a false name, date of birth or address may constitute a criminal offence and at the very least, will result in your account being disabled and any available funds forfeited. This is no joke, and neither is being charged with a criminal offence.

1.4. From time to time, we may make amendments to the Ts & Cs, and will provide a copy of these changes and the new updated Ts & Cs on this page. If you're 18 years of age or older and eligible to play at Joe Fortune, we think you're old enough and ugly enough to be responsible for checking this page regularly for updates to the Ts & Cs. If you access this Website or use the Services after the date on which these Ts & Cs have changed, we will deem that you have accepted the updated Ts & Cs. The Ts & Cs will always be labelled clearly with the date of the "Latest Update" displayed at the top of this page.

## 2. USE OF THE WEBSITE AND SERVICES

2.1. All Website content is designed for non-commercial, personal use only.

2.2. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Service we provide without prior notice. The Joe Fortune Website is updated regularly and is subject to change at any time. By use of the Website, you acknowledge and accept that the specific form and/or nature of the Website or Services may be amended at any time, and that we may cease providing the Services (or any specific features within the Services) to you or to users generally at our sole discretion, without any prior notice. If necessary, we may suspend access to the Website or close it indefinitely. We will not be liable if for any reason the Website is unavailable at any time or for any period. But no worries, as this shall not, of itself, preclude us from returning to you any money that is properly due to you. We may terminate your Account and/or prohibit you from using or accessing the Website or Services (or any portion, aspect or feature of the Services) for any reason, at any time, at our sole discretion. Without limiting the generality of the foregoing, we shall have the right to reject any wager or withdraw any Game at our absolute discretion. We will not be liable for any loss whatsoever arising from the cancellation of any Game, including any realisable or perceived loss, for whatever reason, and/or the chance to participate in our casino.

2.3. Mate, please be a grown up! You are solely responsible for checking the laws regarding the use of internet-based casino gaming in the jurisdiction in which you reside.

2.4. We accept no responsibility or liability in any way for any disruptions to internet service or disconnections, and all risk and responsibility rests with you. If you experience disconnection from the game server, the system saves the game at the point of disconnection. When you are able to reconnect, the game can be resumed from the point of disconnection.

## 3. REGISTRATION AND ACCOUNT CREATION

3.1. Fair is fair, right? You must register an account ("Account") with us before you can participate in any real money casino games. Pretty standard stuff really, but you must be at least 18 years old in order to register an Account. We reserve the right to disable your Account and request relevant proof of age in order to ensure that you are in fact of legal age to access the service. If proper proof of age is not presented, we further reserve the right to permanently close your Account.

3.2. We allow each individual to open only one Account. One Account only is permitted per household. Multiple Accounts held by any individual are subject to immediate closure, and at our sole discretion, we reserve the right to seize and confiscate any balance of funds in duplicate accounts. Furthermore, you are prohibited from permitting another person to access the Website or Software via your Account without the express permission of Joe Fortune.

3.3. We reserve the right to suspend, disable or terminate your Account at any time in our sole discretion. Unless otherwise directed by the Gaming Commission in accordance with the relevant provisions of the Regulations, all decisions regarding the opening, maintenance and closing of Accounts rests with us and any decisions we take regarding any aspect of the Software, your participation in or the playing of the Games, or any aspect of an Account is final.

3.4. By choosing to register an Account, you are required to provide your full name, current address, date of birth, email address and telephone number. With effect from 1 April, 2020, new players will be required to validate their mobile phone numbers before any promotion or bonuses will be made available to them. If your identity can't be verified, you may be required to submit additional information or documentation. You will also be required to answer one or more security questions, after which you will receive a confirmation email. You may also be required to update the information or data, or to present additional items as part of our ongoing efforts to prevent illegal and fraudulent activities, and/or to comply with our Anti-Money Laundering policy and protocols.

3.5. Please be fair dinkum with us. All information that you provide either when you register an Account or at any time thereafter must be honest, accurate, and verifiable. By submitting this information/data to us, you automatically consent to us sharing it with third-party identification and age verification services so we can authenticate your details as truthful and match it against your government-issued ID. We reserve the right to use such third-party verification services at any given time during the lifespan of your Account at Joe Fortune. If we find that you have provided false information, or if you are unwilling to provide documents upon request, we reserve the right to terminate your Account, and all activity within the Account will be deemed invalid including, without limitation, the forfeit of potential winnings.

3.6. You will be assigned a numerical Account ID, plus you may also sign in to your Account via your email address. Please treat your user Account ID and password as private and confidential and do not disclose any part of them to anyone. We have the right to disable any user Account ID or password whether chosen by you or assigned by us at any time, if in our opinion you have failed to comply with any part of the provisions of these Ts & Cs. You are solely responsible for ensuring that no one else (particularly, but without limitation to, those who share your Internet connection) is able to make use of your Account ID (or email address) and password. You are responsible for all transactions made within your Account, whether or not you knew or consented to such transactions.

3.7. Your Account will be marked as dormant if you have not made a deposit, a withdrawal, or engaged in any gaming activity for a period of 18 months. After 17 months of inactivity, we will send you an email (to the email address on file) notifying you that your Account balance will be set to zero 30 days after receiving this notice. If the Account still remains inactive following notification, the Account balance will be zeroed out at the 18 month mark.

3.8. By registering an Account, you agree that we may investigate your Account and its associated gaming activity at any time to ensure compliance with these Ts & Cs, and to ensure that no improper or

illegal activity has taken place including, but without limitation, fraudulent activity or activity that contravenes our Anti-Money Laundering policy and protocols. If we deem that your Account has been involved in any of the above, we are entitled to use any and all funds in your Account to meet any costs, expenses or liabilities reasonably incurred in conducting such investigation. We will refund to your Account any such fee if the inquiry subsequently rules in your favour.

#### 4. ACCOUNT DEPOSITS, REPAYMENTS AND FORFEITURE

4.1. Going into debt for your gaming is not cool! We don't extend a line of credit to our players under any circumstances. You will not be permitted to participate in or play the Games unless you have sufficient funds in your Account. We never allow Accounts to become overdrawn.

4.2. To deposit funds in your Account, you are required to submit certain information as outlined by the payment method provider you have chosen to make your deposit with. Once the required information has been supplied, you will be able to make a Deposit Request from the cashier page of your Account.

4.3. If you choose to play any Games or participate in any event for money, your money will be deposited with and held by us or a third party service provider(s) pending the outcome of the relevant event or Game. Each of the above arrangements is in accordance with these Ts & Cs, and the gambling and other laws of the Territory of Curaçao (including, without limitation, the Regulations).

4.4. We reserve the right to set a limit on the amount of funds you are permitted to deposit. Contact Joe's Customer Support Team should you wish to request this limit be changed.

4.5. Neither we nor our service providers are under any obligation to accept your Deposit Request, and we shall inform you if we elect to reject it. If your Deposit Request is accepted, we will ensure that funds equal to the amount you requested are credited to your Account within a reasonable timeframe.

4.6. We reserve the right to recover any fees we covered on deposits without prior notice, if little or no play is made between deposit and withdrawal.

4.7. If any deposit is subject to a dispute or is otherwise deemed uncollectible for any reason, any and all winnings generated from play conducted in your Account from the time of the deposit in question until its reversal or dispute shall be invalidated, forfeited, and deducted from your Account balance. In addition, the amount of the initial failed deposit will be forfeited and deducted from your Account balance. In the event that, following such deductions, your Account balance is in a negative balance; you expressly acknowledge and agree that such negative balance shall constitute an uncontestable debt payable by you to us, due and payable immediately. You expressly acknowledge and agree that, in the event of non-payment of such debt, we may assign such debt to one or more collections agencies, who shall have the legal right to pursue such assigned debt using any or all available legal remedies. Note that following the assignment of such debt to a collections agency, the resolution of such debt and any legal processes associated therewith are not within our control and must be negotiated or resolved directly with the collections agency.

4.8. The withdrawal of money won is subject to Joe Fortune's verification procedures. This can include but is not limited to providing proof of address and government-issued ID. If we are satisfied that you have complied with the Ts & Cs, all Anti Money Laundering and fraud-screening requirements, and all

rules relating to the Games and any related bonuses, the payout shall be made to you. The manner in which the withdrawal is processed may be restricted, depending on the means by which the initial deposit(s) was/were made to the applicable Account. At our discretion, and without limiting the foregoing, we reserve the right to conclude your withdrawal request by an alternative method or process. If, for any reason, a payout request cannot be approved, a Customer Support Rep will contact you.

4.9. Unless otherwise stated in the rules of individual Activities, Games, or Bonus promotions, any bonus funds that are credited to your Account (whether as a result of a prize, promotion, redemption, or any other reason) shall be subject to rollover requirements (outlined in the Ts & Cs of the Bonus) before the bonus funds (and any associated winnings from the Bonus) can be withdrawn. Unless otherwise stated in the bonus terms, no deposit bonuses under \$100 will have a maximum cashout amount of \$125, and no deposit bonuses over \$100 will have a max cashout equal to 1X the bonus.

## 5. RESPONSIBLE GAMING

5.1. Hey kiddies, go back to playing your Xbox please! Under no circumstances may an Account be created by any user that is not of legal age to gamble, i.e. under the age of 18, nor shall anyone under the age of 18 be permitted to play Games. In the event we identify an Account has been improperly opened or used by someone under the age of 18, we shall confiscate any winnings and close the Account.

5.2. Mate, remember gaming is just a bit of fun. The Website and the Services are intended solely for recreational and entertainment purposes, and we're committed to giving players the ability to self-manage their limits and gameplay. If gambling is no longer fun, or it's negatively impacting your personal or professional life, please refer to our resources available and seek counselling.

5.3. We have processes in place for you to manage and limit your deposits on the Website on a daily, weekly or monthly basis. Note, should you choose to self-impose a deposit limit, and then want to increase or change that limit, it will take a minimum of 24 hours before we will implement the removal or increase of the limit.

5.4. If you believe you have a gambling problem, you have the option to set your play limits to zero or close the Account. We ask that when contacting Customer Support to request closure of your Account that you disclose that it is due to a gambling problem. This will allow us to distinguish between permanent closure of your Account and a temporary "cooling off" request (see section 5.5.). Also note, regardless of the nature of your request to close your Account, we will make every reasonable effort to prevent you from opening additional accounts. Should you succeed in circumventing our efforts in this regard, you accept full responsibility for any losses incurred.

5.5. We offer the option of temporarily closing your Account for a specified period to allow you to "cool off". To do so contact Customer Support, and we will make your Account inaccessible during the time period requested. It will remain disabled for use until we receive written request from you after the "cool off" period has elapsed. Self-imposed Account closures that are not identified as being imposed due to perceived problem gambling are not subject to permanent closure as noted in Section 5.4. At our

sole discretion we may apply a temporary 'cool off' period if we believe it is necessary.

## 6. INTEGRITY OF PLAY

6.1. If through the course of an investigation we have reasonable cause to believe that criminal or any other suspicious activities are occurring through one or more Accounts (including, without limitation, a suspicion of attempted money-laundering or fraud), we expressly reserve the right to close such Accounts and/or report such activity to the Gaming Commission and/or other applicable regulatory bodies or services. All Account balances (including both deposits and any winnings) shall be forfeited.

6.2. If, in our reasonable discretion, we determine that a player has engaged in fraudulent, unlawful, dishonest or improper activity (including, without limitation, the provision of false or deliberately misleading information), we reserve the right to immediately terminate or deny a player access to their Account. In such event, all Account balances (including both deposits and any winnings) shall be forfeited and we reserve the right to disclose information (including the identity of the player) to applicable parties including, but not limited to, the Gaming Commission, banks, credit card companies and/or any person or entity that has the legal right to such information, and/or is taking legal action against such player.

6.3. All actions on the Website must be executed by players via the supplied user interface. We will take any measures necessary to ensure that all robot software or programs designed to simulate real gameplay will be detected and prevented from accessing the Website. Any Accounts associated with such activity will be subject to review and possible termination. If, in our reasonable discretion, we determine that an Account is employing such software, the Account will be disabled and all Account balances (including both deposits and any winnings) shall be forfeited.

6.4. Bonus programs are intended for recreational players only. Pro players or players considered, in our sole discretion, to be abusing the bonus system by any means, may have bonuses revoked and be subject to further sanctions. Bonus abuse is defined as, but not limited to, players cashing out for the purposes of re-depositing or creating multiple Accounts that they use themselves. Sanctions may be in the form of increased rollover requirements or total loss of bonus privileges for the offending Account, as well as any linked Accounts. We reserve the right to restrict eligibility for special offers and bonuses when necessary including, but not limited to, placing geographic restrictions on match bonuses due to bonus abuse.

6.5. We do not allow the mixing of No-Deposit bonuses (e.g. Free Chips, Free Spins, Cashback/Insurance Bonuses etc.) and deposits. If a deposit is made while a No Deposit Bonus is active, the wagering requirements and maximum allowed cash-out of the No Deposit bonus will still apply. The deposit amount will be credited to your balance, however the deposit amount is not considered to be in active play and any subsequent winnings are subject to the wagering requirements and maximum allowed cash-out of the No Deposit bonus until your balance is equal to or less than the deposit amount plus any existing balance available prior to the bonuses redemption.

6.6. Don't be a greedy bastard! You'll get lots of chance for free money with Joe! Players cannot redeem multiple free bonuses consecutively. If you have redeemed one No Deposit bonus a real money deposit

needs to have been made in the interim for you to be eligible to redeem a second No Deposit bonus. Redeeming two or more No Deposit bonuses in a row can result in the removal of subsequent winnings.

6.7. Loyalty/Comp/Reward Points are given as a reward for deposits and the resulting gameplay. They cannot be gained from gameplay resulting from No-Deposit money. If any Loyalty/Comp/Reward Points are accrued from promo money not tied to a deposit, they are subject to removal without prior notice.

6.8. In our reasonable discretion, if we determine that an Account attempted to or actually did exploit any hardware or software error, malfunction, bug, or other vulnerability, we shall immediately close the Account, and all Account balances, including both deposits and all winnings, shall be forfeited. In such events, we expressly reserve the right to initiate civil legal proceedings and report such activities to relevant authorities in support of criminal investigations and charges, as appropriate.

6.9. In cases where playthrough or other criteria as set out in individual bonus Ts & Cs are not met within 6 months of the initial bonus redemption, any remaining bonus funds and associated winnings will be forfeited. We reserve the right to void any wagers and/or winnings obtained as a result of hardware/software error, malfunction or human error.

6.10. Unfinished Games - If your game round is disrupted or closed, all game information, placed bets and incomplete casino games will remain active until you re-open the game. Unresolved bets placed and incomplete casino games will become void after 60 days and will be forfeited.

7. EXPRESS ACKNOWLEDGEMENTS BY ACCESSING AND/OR BY USING THE SERVICES AVAILABLE ON THE WEBSITE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

7.1. YOU HAVE VOLUNTARILY SOUGHT OUT, CONNECTED WITH, AND USED THE WEBSITE AND THE SERVICES;

7.2. FOR THE PURPOSES OF MAKING ANY WAGERING OR OTHER TRANSACTIONS, YOU ARE DEEMED TO HAVE ATTENDED TO THE SOVEREIGN TERRITORY OF CURAÇAO;

7.3. ANY TRANSACTIONS CONDUCTED WITH YOU THROUGH THE WEBSITE SHALL BE DEEMED TO TAKE PLACE IN THE TERRITORY OF CURAÇAO AND SHALL AT ALL TIMES BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND SHALL BE GOVERNED EXCLUSIVELY BY, THE LAWS APPLICABLE WITHIN THE TERRITORY OF CURAÇAO WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS. FURTHERMORE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANY DISPUTE ARISING HEREUNDER SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF CURAÇAO. THE TERRITORY OF CURAÇAO SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY AND ALL DISPUTES ARISING HEREUNDER, AND NO LEGAL ACTION OR CLAIM OF ANY NATURE MAY BE INITIATED IN ANY OTHER JURISDICTION; AND

7.4. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING AND COMPLYING WITH ANY LOCAL PROHIBITIONS, LAWS, AND/OR REGULATIONS THAT MAY APPLY TO YOUR ACTIVITIES ON THE WEBSITE, INCLUDING THOSE OF YOUR COUNTRY OR JURISDICTION OF RESIDENCE.

7.5. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL LOCAL TAXES OR OTHER FEES PAYABLE IN YOUR COUNTRY/JURISDICTION OF RESIDENCE RELATING TO ANY WINNINGS ASSOCIATED WITH YOUR ACCOUNT, OR WITHDRAWALS MADE BY YOU FROM IT.

## 8. LICENCES

8.1. You are hereby granted the following non-transferrable, revocable licences ("Licences"): (a) a licence to view, use, print and download Content from the Website for your private personal use only; (b) a licence to upload Postings to the Website for your private personal use only; (c) a licence to download, install and use the Software and to play and participate in the Games for your private personal use only.

8.2. You acknowledge and agree that: (a) none of the Licences are exclusive to you and you may not transfer your rights under any of them to anyone else; (b) we may revoke or terminate any or all of the Licences and any of your rights under any of them at any time and for any reason; (c) upon termination of any of the Licences you must immediately cease participating in and playing the Games; delete the Software; remove any Postings; and destroy all Content that you have printed or downloaded.

8.3. Any rights not expressly granted in these Ts & Cs are reserved.

## 9. YOUR OBLIGATIONS EXCEPT AS EXPRESSLY OUTLINED IN THESE Ts & Cs, OR AS OTHERWISE PERMITTED BY APPLICABLE LAWS, YOUR OBLIGATIONS INCLUDE:

9.1. not to copy or reproduce the Content, Software or Games in any way or for any reason except with our prior written permission or where such copying or reproduction is incidental to normal use of the Content, Software or Games and consistent with the terms of the relevant Licence;

9.2. not to alter or make modifications of, or create derivative works using the whole or any part of the Content, Software or Games, nor to permit the Content, Software or Games or any part of them to be combined with, or become incorporated in, any other content, software or games;

9.3. not to copy, reproduce, store or include any of the Content, Software or Games in any other website or public or private electronic retrieval system or service other than with our prior written consent;

9.4. to the extent that you have printed or downloaded any Content in accordance with these terms of use you agree: not to use any of the illustrations, photographs, images, video or audio sequences or any graphics separately from any accompanying text; and to ensure that our copyright and trademark notices and any legends, displays and designations in connection therewith appear in all copies and reproductions;

9.5. not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Software;

9.6. not to disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing;

9.7. not to provide or otherwise make available the Software (in whole or in part and including but not limited to program listings, object and source program listings, object code and source code);

9.8. not to use the Software, participate in or to play the Games via any communications network or by means of remote access, except as expressly permitted in these Ts & Cs;



9.9. not to use any of the Content, Software or Games for commercial purposes without obtaining a licence to do so from us or our licensors; and

9.10. to immediately notify us by email to [service@joefortune.com](mailto:service@joefortune.com), if you suspect that the Content, Software or any Postings infringe the intellectual property rights of any other person.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1. You acknowledge that we are the owner or licensee of all Intellectual Property Rights in the Website, the Content, Software and the Games. Those works are protected by intellectual laws and treaties around the world. All such rights are reserved. For the purposes of these Ts & Cs, "Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights (including copyright applications), trade secrets, moral rights, know-how and any other similar rights or intangible assets recognised under any law(s) or international convention(s) in any country or jurisdiction in the world where such rights accrue. Joefortune.eu is licensed in Curacao and is in accordance with its laws.

10.2. You may print off one copy and may download extracts of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on the Website.

10.3. You acknowledge that you have no right to have access to the software in source code form or in unlocked coding or with comments.

10.4. The integrity of the Software is protected by technical protection measures ("TPM") so that the intellectual property rights, including copyright, in the Software is not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means for which the sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

10.5. We reserve the right to remove any or all of the Content, Software and Games from the Website (in particular but without limitation if we suspect that they infringe another person's intellectual property rights).

10.6. Subject to these Ts & Cs, you shall acquire no rights whatsoever in and/or to the Website, the Content, the Services, or the Software. You may not (and you may not permit or enable anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by us, in writing.

10.7. You agree that you shall not remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed, contained within, or displayed upon the Website, the Software or the Services. Unless you have agreed otherwise in writing with us, nothing in the Ts & Cs gives you a right to use any Joe Fortune trade names, trademarks, service marks, logos, domain names and/or any other distinctive brand features. Unless you have been expressly authorised to do so in writing by us, you expressly agree that you will not use any Joe Fortune trademark, service

mark, trade name, logo or distinctive brand feature in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

## 11. OUR LIABILITY

11.1. NOTHING IN THESE Ts & Cs SHALL EXCLUDE OR LIMIT OUR WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO THE WEBSITE AND YOUR USE OF ITS SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". IN PARTICULAR, WE AND OUR SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT: (i) YOUR USE OF THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) YOUR USE OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (iii) ANY INFO OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEBSITE OR THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFO, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OR FROM THE WEBSITE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE Ts & Cs. WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND,

11.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES AND AFFILIATES, AND SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (II) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (A) ANY CHANGES WHICH WE MAY MAKE TO THE WEBSITE OR SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (C) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; (D) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE LIMITATIONS ON OUR LIABILITY ABOVE SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11.3. Without limiting any other provision hereof, you understand that by using the Services you may be exposed to Content that you may find offensive or objectionable (though if you're a mate of Joe's, we doubt it! ;-)) and that, in this respect, you access the Website and use the Services at your own risk.

11.4 CLASS ACTION AND AGREEMENT TO ARBITRATE: This clause provides for the exclusive jurisdiction of disputes through individual legal action and supersedes any laws entitling the Player to participate in a class action. This class action waiver precludes the Player from participating in, or becoming represented, in any class or representative action regarding any claim brought under as a result of any agreement, including these Terms and Conditions and use of the Services and/or the Website. Even if applicable law(s) provide otherwise, the Player agrees that any legal action or arbitration against Joe Fortune whatsoever shall be litigated by the Player individually and not as a member of any class or as part of a class action, and the Player expressly agrees to waive authority to arbitrate claims on a class action basis. The Player agrees that this clause shall not be severable under any circumstances from the choice of law provision set forth in these Terms and Conditions.

In consideration for the offering of Services on our Website to you, you agree that all disputes arising under or in connection with these Terms and Conditions, or in respect of any legal relationship associated with or derived from these Terms and Conditions or your use of the Services provided on this Website, will be finally resolved by arbitration under Arbitration Rules of a qualifying global ADR Institution as to be selected by Joe Fortune and communicated to the Player once a claim is to arise.

GOVERNING LAW: These Terms and Conditions shall be governed by, and construed in accordance with, laws of Curacao, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Joe Fortune nor any other company forming part of its affiliates cannot and shall not be liable for any complaint or claim filed or made on the basis of the laws of any other jurisdiction.

## 12. INFO ABOUT YOU AND YOUR VISITS TO THE WEBSITE

12.1. We process information about you in accordance with our [Privacy Policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate and complete.

12.2. By accepting any winnings or prizes, to the maximum extent permitted by law, you grant to us and our affiliates, suppliers, and licensors and licensees a perpetual, worldwide, royalty-free irrevocable, non-exclusive right and licence to use your name and digital and/or electronic image or likeness and any biographical information about you, and to reproduce, modify, adapt, publish, publicly and digitally display, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed throughout the world and the right to copy, disclose, distribute, incorporate and otherwise use such material for any and all commercial or non-commercial purposes.

12.3. You hereby release and hold harmless us and our associates, service providers, licensors, licensees, affiliates, successors and assigns from any and all claims, causes of action, remedies and/or damages arising from the use of your rights in accordance with the previous clause.

### 13. VIRUSES, HACKING AND OTHER OFFENCES

13.1. We reckon this one goes without saying, but we'll say it anyway! You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server(s) on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you are committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately and you shall immediately forfeit all amounts in your Account as liquidated damages incurred as a consequence of such attack.

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

13.3. Fair play is serious stuff, and we treat it that way! You may not: (a) use robot software, external player assistance programs or any other program designed to simulate gameplay, or to give you or allow you to gain an unfair advantage over other players. We will take any measures necessary to ensure that any such software or programs are detected; (b) trade any information about any cards handed to you during a Game; or (c) in any way engage in any syndicated play or otherwise collude with other players of Games on the Website.

13.4. We carry out continuous monitoring and undertake rigorous examination of play by both manual and automated means in order to detect such behaviour, and any players who violate this will be banned from using the Website for life. That's no joke!

### 14. LINKING TO AND FROM THE WEBSITE

14.1 You may link to our home page with our permission, which you can request from [service@joefortune.com](mailto:service@joefortune.com), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link in such a way to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to revoke permission at any time.

14.2. You must not establish a link from any website that is not owned by you.

14.3. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the standards we establish at all times.

14.4. If you want to make use of material on the Website other than that set out above, please address your request to [service@joefortune.com](mailto:service@joefortune.com).

14.5. The Website may include hyperlinks to other websites or content or resources. We have no control over any websites or resources which are provided by companies or persons. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and we do not endorse any advertising, products or other materials on, or available from, such websites or resources. You acknowledge and agree that we shall not be liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources. We encourage you to be aware of when you leave the Website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## 15. JURISDICTION, APPLICABLE LAW AND DISPUTE RESOLUTION

15.1. If you have any complaints or concerns arising from your use of the Website, including any concerns about material which appears on the Website, please contact [service@joefortune.com](mailto:service@joefortune.com) where a member of our Customer Support Team will address your complaint. If your complaint cannot be resolved to your satisfaction by our Customer Support Rep, you may request to [service@joefortune.com](mailto:service@joefortune.com) that the complaint be escalated to a Customer Support Supervisor. If your complaint cannot be resolved to your satisfaction by our Customer Support Supervisor, you may request in writing to [service@joefortune.com](mailto:service@joefortune.com) that the complaint be further escalated to a Senior Manager.

15.2. In the event that you are not satisfied with the outcome of your complaint, you can direct your complaint to the [Dispute Resolution Office](#) for further consideration. Though we do prefer to resolve all matters internally, your dispute must be submitted not less than seven days and not more than six months after the date on which the subject of the complaint first arose. You may contact the DRO by [Clicking HERE](#).