

Casino and Sportsbook T&C

Last updated: 04.08.2021

1. Before using our website, please read these Terms and Conditions carefully. By registering a Player Account with the website you agree and confirm your consent with the Terms and Conditions.
2. These Terms and Conditions constitute the agreement between www.gunsbet.com (hereinafter "Casino") and you (hereinafter "you" or "Gambler"). Gunsbet Casino is operated by Dama N.V., a company registered and established under the laws of Curacao. Dama N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-013). Dama N.V.'s registration number is 152125 and its registered address is Julianaplein 36, Willemstad, Curaçao. Friolion limited is a subsidiary of Dama N.V., acting as an Agent on behalf of Dama N.V., registered in Cyprus with registered address Pavlov Nirvana & Aipeias, 4, ALPHA TOWER, Floor 1, Flat 11, 3021, Limassol, Cyprus, and registration number HE 407624. All payments with Paysafe are made via Dama N.V.
3. It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction for online gambling.
4. These Terms and Conditions entered into force on 01.11.2016, last updated 04.08.2021. You are required to read them before you start using the services of the Casino. If you do not agree to these Terms and Conditions, you are not allowed to use the services of the Casino.
5. Registration at and visits to the Casino are a confirmation of your agreement with these Terms and Conditions.
6. The Casino reserves the right to amend these terms at any time, with notification of the Gambler about it, or without it.
7. Amendments are deemed effective immediately upon posting on the Casino website.
8. Using the services of the Casino after the publication of the amendments is a confirmation of your acceptance of these amendments.
9. The main language of the Casino website, including these Terms and Conditions, is English, and any translation errors are interpreted in favor of the Casino.

CHANGES TO TERMS AND CONDITIONS

1. The Casino reserves the right to unilaterally change these Terms and Conditions may be changed by the Casino when such need occurs. We will do our best to notify our players of any significant changes by email. However, we do recommend all players to revisit this page regularly and check for possible changes.

Limitations of Use of the Casino

1. The Casino accepts players only from those countries and geographic regions where online gambling is allowed by law. It is the player's sole responsibility to inquire about the existing gambling laws and regulations of the given jurisdiction before placing bets on the website.
2. The Casino accepts strictly adult players (the minimum age is 18) and players who have reached the age specified by the jurisdiction of player's place of residence as eligible for online gaming. It is the player's sole responsibility to inquire about the existing laws and regulations of the given jurisdiction regarding age limitations for online gambling.

3. You may not use the services of the Casino if the country of your location banned gambling or online gambling.
4. It is entirely and solely your responsibility to enquire and ensure that you do not breach laws applicable to you by participating in the games. Depositing real funds and playing for real money is subject to the laws of your country, and it is your sole responsibility to abide by your native regulations.
5. The Company reserves the right to ask for proof of age from the player and limit access to the Website or suspend the Player Account to those players who fail to meet this requirement.
6. Any bonuses are not available to players from Sweden, including participation in any kind of promotional programs, receiving VIP rewards, as well as exchange of comp points.
7. You will not be able to Bet with Real Money if you are a citizen of the United States of America, United Kingdom, Spain, France and its overseas territories (Guadeloupe, Martinique, French Guiana, Réunion, Mayotte, St. Martin, French Polynesia, Wallis and Futuna, New Caledonia), Netherlands, Israel, Lithuania, Dutch West Indies, Curacao, Gibraltar, Greece, Jersey, Belgium, Russian Federation or Ukraine, or you are in the territory one of these countries. The Casino cannot guarantee successful processing of withdrawals or refunds in the event that player breaches this Restricted Countries policy.

AVAILABILITY OF GAMES

1. Please bear in mind that some games may be unavailable in certain jurisdictions, as required by the policies of game providers which may change from time to time.
2. Using VPN to bypass provider's block is strictly prohibited and may lead to confiscation of winnings.
3. NetEnt games are unavailable for Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia, France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia, Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Portugal, Romania, Singapore, Spain, Sweden, Switzerland, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America, Yemen, Zimbabwe.
4. In addition to the above, Street Fighter Video Slot is not available for the following countries: Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.
5. Fashion TV Video Slot is not available in the following countries: Cuba, Jordan, Turkey, Saudi Arabia.
6. Planet of the Apes Video Slot is not available in the following territories: Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey, Ukraine, United States of America.

7. Vikings Video Slot is not available in the additional jurisdictions: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.
8. Narcos Video Slot is not available in the following territories: Indonesia, South Korea.
9. Additionally, Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse and The Invisible Man), are only available in the following territories: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Ukraine, North Macedonia, Turkey, Austria, Cyprus, Finland, Germany, Greece, Hungary, Ireland, Luxembourg, Malta, Netherlands, Poland, Slovakia and Slovenia.
10. Players from the following countries are not eligible to win any jackpots from jackpot games offered by NetEnt (such as but not limited to Mega Fortune): Australia, Azerbaijan, China, Denmark, India, Israel, Italy, Japan, Malaysia, Qatar, Russia, Spain, Thailand, Tunisia, Turkey, United Arab Emirates, Ukraine, Gibraltar, Jersey. The Casino will make reasonable efforts to prevent players from these countries to reach the games, but if players from any of the stated countries would win the jackpot, the jackpot win will be annulled.
11. Players from Canada are not eligible to play the games from NYX(NextGen).

Customer Account

1. In order to start playing at the Casino, you will need to register and set up a gaming account with the Casino.
2. During the registration process, you will fill out a special form. You are required to fill it only with the correct and reliable information. Among other things, it requires you to specify your email address. Be sure to specify the address of the real and utilized e-mail, otherwise you may have problems with password recovery.
3. You are also required to come up and fill in the "Username" and "Password" fields. Do not disclose this information to anyone. The Casino is not responsible for your loss of these details, as well as for any actions of third parties who have received this information from you in any way.
4. You have the right to use only one account. One account per a residence address, an IP address, a PC. If you register more than one gaming account, all your accounts can be suspended or deleted, and all bets can be void. Besides, your winnings and bonuses that you received or accumulated during the period of use of several gaming accounts can be void as well. We can request you to return the funds withdrawn from your additional accounts. If you want to register a new gaming account, you can contact the casino manager at support@gunsbet.com. In this case, your existing account will be suspended, and you will be able to register a new one. If you have found out that you already have more than one account with the Casino, you are obliged to immediately inform us about it. If this fact is established without your participation, all your accounts will be suspended.
5. The Casino reserves the right to refuse to register a gaming account.
6. You must maintain your account and keep your details up-to-date.

7. We reserve the right to make a phone call to the number provided in your user account, which at our own discretion can be a necessary part of the KYC procedure. Withdrawals may be terminated until the account is fully verified. We will make reasonable efforts trying to contact you regarding the withdrawal of the funds, but if we are not able to reach you (by email or phone) in two (2) weeks, account will be locked, since you have failed to pass the KYC procedure.

DORMANT ACCOUNTS

1. An inactive Account is a Player Account which a player has not logged into or logged out of for 12 (twelve) consecutive months. If your Player Account is deemed to be inactive, the Casino reserves the right to charge a monthly administrative fee of €10 or the equivalent in another currency (or the current balance of your Player Account, if less) as long as the balance of your Player Account remains positive.
2. You authorize the Casino to debit this fee from your Player Account on the beginning of the month following the day on which your Player Account is deemed inactive, and on the beginning of every subsequent month that your Player Account remains inactive. The Casino will stop deducting the fee if the account balance is zero or if the account is re-activated.

Available Currencies

1. Euro (hereinafter "EUR")
2. US dollar (hereinafter "USD")
3. Australian dollar (hereinafter "AUD")
4. Canadian dollar (hereinafter "CAD")
5. Norwegian Krone (hereinafter "NOK")
6. Polish Zloty (hereinafter "PLN")
7. New Zealand Dollar (hereinafter "NZD")
8. South African Rand (hereinafter "ZAR")
9. Japanese yen (hereinafter "JPY")
10. South Korean Won (hereinafter "KRW")
11. Bitcoin (hereinafter "BTC") and other cryptocurrencies such as "ETH", "DOG", "BCH", "LTC", "USDT"

FEES AND TAXES

1. You are fully responsible for paying all fees and taxes applied to your winnings according to the laws of the jurisdiction of your residence.

GAME RULES

1. By accepting these Terms and Conditions you confirm that you know and understand the rules of the games offered on the Website. It is at your discretion to familiarise yourself with the theoretical payout percentage of each game.

Deposit into Account

1. The gaming account can be replenished in any way available at the Casino website at the time of replenishment. Please note that all payments with Paysafe are processed via Dama N.V.
2. Contact our support team at support@gunsbet.com to inquire about the payment methods which are most favorable for your country of residence.
3. The Company does not accept third party payments. You must make deposits only from a bank account, bank cards, e-wallets or other payment methods that are registered in your own name. If we determine during the security checks that you have violated this condition, your winnings will be confiscated and the original deposit will be returned to the owner of the payment account. The Company is not responsible for the lost funds deposited from third party accounts.
4. In case of replenishment of the gaming account with the currency other than the currency specified by the Gambler when registering, all conversion fees are paid by the Gambler.
5. The minimum amount of replenishment of the gaming account per transaction is EUR 20 / USD 20 / AUD 30 / CAD 30 / NOK 200 / PLN 90 / NZD 30 / ZAR 350 / JPY 2,400 / KRW 26,000 / BTC 0.002 / USDT 20 / LTC 0.4 / ETH 0.06 / BCH 0.1 / DOG 3500.
6. The maximum amount of replenishment of the gaming account per transaction is EUR/USD 4,000 or equivalent in other currencies / BTC – unlimited.
7. Kindly note that due to the nature of cryptocurrencies, deposit limits cannot be applied to the deposits made through CoinsPaid payment system. If you want to limit your gambling in the casino, please, use any other available option.

DISCLAIMER OF LIABILITIES

1. By accepting these Terms and Conditions you confirm your awareness of the fact that gambling may lead to losing money. The Casino is not liable for any possible financial damage arising from your use of the Website.
2. The Casino is not liable of any hardware or software defects, unstable or lost Internet connection, or any other technical errors that may limit access to the Website or prevent any players from uninterrupted play.
3. In the unlikely case where a wager is confirmed or a payment is performed by us in error, the Company reserves the right to cancel all wagers accepted containing such an error, or to correct the mistake by re-settling all the wagers at the correct terms that should have been available at the time that the wager was placed in the absence of the error.
4. If the Casino mistakenly credit your Player Account with a bonus or winnings that do not belong to you, whether due to a technical issue, error in the paytables, human error or otherwise, the amount and/or the winnings from such bonus will remain the Casino property and will be deducted from your Player Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.
5. You hereby agree to fully indemnify and hold harmless the Casino, its directors, employees, partners, and service providers for any cost, expense, loss, damages, claims and liabilities howsoever caused that may arise in relation to your use of the Website or participation in the Games.

6. You acknowledge that the Casino shall be the final decision-maker of whether you have violated the Casino's Terms and Conditions in a manner that results in your suspension or permanent barring from participation in the Website.

The Casino, its directors, employees, partners, service providers:

do not warrant that the software or the Website is/are fit for their purpose;

do not warrant that the software and Website are free from errors;

do not warrant that the Website and/or games will be accessible without interruptions;

shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the Website or your participation in the games.

Withdrawal policy

1. Withdrawal from the gaming account can be made in any way available at the Casino website at the time of replenishment.
2. The Casino reserves the right to transfer funds in a way different from the payment method specified by the Gambler.
3. The Casino reserves the right to check your identity prior to processing payouts and to hold any refund or withdrawals for the time needed to check your identity. In case you provide false or incompleted Personal Data, the withdrawal can be refused and the Player Account terminated, of which you will be informed by email. Reporting by the Casino to applicable regulatory bodies of actions performed by the player may be required.
4. The period of processing requests for withdrawals is from 0 to 24 hours.
5. Date of receipt of money on the Gambler's accounts outside of the Casino depends exclusively on banks and payment systems, to accounts of which the funds are withdrawn.
6. In case of necessity to verify the identity of the Gambler, the time of processing the requests is calculated from the date of verification of the documents requested.
7. If the Gambler fails to provide the requested documents within two weeks from the date of the request for withdrawal, the withdrawal of funds is canceled, and the Gambler's account is disabled. In this case, the Casino has the right to suspect the Gambler in illegal activities, Casino fraud, provision of false information, cheating and other fraudulent activities. The Casino reserves the right to cancel all bets and winnings, or to use the funds on the gaming account of such Gambler for the compensation of its own losses and potential losses of third parties.
8. The minimum withdrawal amount from the gaming account per transaction is EUR 30 / USD 30 / AUD 45 / CAD 45 / NOK 300 / PLN 135 / NZD 45 / ZAR 525 / JPY 3,600 / KRW 39,000 / BTC 0.003 / USDT 30 / LTC 0.6 / ETH 0.09 / BCH 0.15 / DOG 5250.
9. The maximum withdrawal amount from the gaming account per transaction is EUR / USD 4,000 or equivalent in other currencies / BTC at the EUR exchange rate, except YMoney, Comepay, Sberbank Online, Mobile Commerce, Svyaznoy, Euroset, QIWI.
10. The maximum withdrawal amount from the gaming account per transaction for YMoney, Comepay, Sberbank Online, Mobile Commerce, Svyaznoy, Euroset, QIWI is EUR 200 / USD 200.

11. The daily limit for funds withdrawal is USD 5,000 / EUR 5,000 / AUD 7,500 / CAD 7,500 / NOK 50,000 / PLN 20,000 / NZD 7,500 / ZAR 75,000 / JPY 600,000 / KRW 6,500,000 / BTC and other cryptocurrencies at the EUR exchange rate.
12. The weekly limit for funds withdrawal USD 10,000 / EUR 10,000 / AUD 15,000 / CAD 15,000 / NOK 100,000 / PLN 40,000 / NZD 15,000 / ZAR 150,000 / JPY 1,200,000 / KRW 13,000,000 / BTC and other cryptocurrencies at the EUR exchange rate.
13. The monthly limit for funds withdrawal is USD 30,000 / EUR 30,000 / AUD 45,000 / CAD 45,000 / NOK 300,000 / PLN 120,000 / NZD 45,000 / ZAR 450,000 / JPY 3,600,000 / KRW 39,000,000 / BTC and other cryptocurrencies at the EUR exchange rate.
14. VIP Gamblers can be an exception. These limits are not applied to the Gamblers won the progressive jackpot.
15. If a Gambler requested a withdrawal of the funds, but the sum of made bets since last deposit is less than 3x (three) times the size of that deposit, the Casino reserves the right to charge the Gambler the costs of transaction processing, including deposits and withdrawals.
16. All Bank Transfer payouts are in principle processed within three (3) banking days. Please mind that you will not be able to request a Bank Transfer for USD payouts.
17. You acknowledge that withdrawals via bank transfers can in exceptional cases be subject to additional charges by the intermediary banks. These charges remain outside the influence of The Casino and are in our experience limited to the equivalent of EUR 16.

Refund policy

1. A refund request will only be considered if it is requested within the first twenty-four (24) hours of the alleged transaction, or within thirty (30) calendar days if a Player alleges that another individual has accessed his/her Player Account.
2. If you have funding your account with a Credit Card we reserve the right to pay all withdrawal requests up to the total amount deposited as refunds against the purchases you have made. If your withdrawals exceed the total amount deposited, any excess amount will be paid to you via one of our alternative methods available.
3. Before a refund is processed all bonuses and winnings in your balance will be deducted prior to calculating the amount to be refunded.
4. In case any Credit Card purchases are considered to carry an unacceptable risk for security or legal reasons either by our Payment processors or by the Casino, we will initiate refunds for all such transactions back to the Credit Card, and notify all the appropriate authorities and parties.
5. All costs that may occur upon refund procedure are on the player.

Anti-fraud Policy

1. We use special techniques to combat fraud in order to prevent any type of financial fraud at the Casino. Any attempt of fraud will result in immediate suspension of the Gambler's account with the right of confiscation of all the funds in favor of Casino.
2. The player is not allowed to use any strategies playing any table games, such as roulette, card games and others. The Casino reserves the right to cancel all Player's winnings using such strategies.

3. In order to verify player`s account casino management require documents (ID, payment systems, utility bills etc) in Latin or Cyrillic alphabet. In case player doesn`t have an opportunity to provide documents in above-mentioned alphabets casino reserves the right to demand video verification where player shows his/her documents.
4. The Company has a strict anti-fraud policy and utilises various anti-fraud tools and techniques. If the player is suspected of fraudulent actions including, but not limited to:
 - participating in any type of collusion with other players
 - development of strategies aimed at gaining of unfair winnings
 - fraudulent actions against other online casinos or payment providers
 - chargeback transactions with a credit card or denial of some payments made
 - creating two or more accounts
 - providing of forged documents
 - other types of cheating. The Company also reserves the right to inform applicable regulatory bodies of the fraudulent actions performed by the player.low risk roulette play where the player betting equal stakes for both black/red or even/odd covering 25 or more out of 37 numbers on the table. (Placing bets on black/red only covers 36 of 37 possible numbers)
5. In the even of chargeback at the account, the casino reserves the right to:
 - charge the player a sum equivalent to the players available balance funds in order to compensate damages and expenses suffered by an incurred as a result of chargeback claim further damages and financial losses from the player by contacting them via one of the methods provided during the registration process (i.e. phone, e-mail, etc.)
 - close player's personal account and/or discard all and any winnings gained as a result of such act or attempt to act
6. The Casino has zero tolerance to advantage play. Any player who will try to gain advantage of casino welcome offers or other promotions agrees that Company reserves the right to void bonuses and any winnings from such bonuses, for the reasons of: use of stolen cards; chargebacks; creating more than one account in order to get advantage from casino promotions; providing incorrect registration data; providing of forged documents; any other actions which may damage the Casino;
7. The Casino reserves the right to close your Player Account and to refund to you the amount on your account balance, subject to deduction of relevant withdrawal charges, at Casino`s absolute discretion and without any obligation to state a reason or give prior notice.
8. The Casino reserves the right to retain payments, if suspicion or evidence exists of manipulation of the casino system. Criminal charges will be brought against any user or any other person(s) who has/have manipulated the casino system or attempted to do so. The Casino reserves the right to terminate and/or change any games or events being offered on the Website.
9. Should you become aware of any possible errors or incompleteness in the software, you agree to refrain from taking advantage of them. Moreover, you agree to report to the Casino any error or incompleteness immediately. Should you fail to fulfill such obligations, the Casino has a right to full compensation for all costs related to the error or incompleteness, including any costs incurred in association with the respective error/incompleteness and the failed notification.
10. Any deposit has to be wagered 3 times (player must place bets three times of their deposit amount) before the withdrawal of funds connected to this deposit is available. In case several deposits were made with no gaming activity, player has to wager the total amount of these

deposits prior to withdrawal. Otherwise the Casino has a right to charge a fee for the procession of deposit and withdrawal, which is at the sole decision of the Casino.

11. The casino is not a financial institution and thus should not be treated as such. Your account will not bear any interests and no conversion or exchange services (including fiat-crypto exchange) will be offered at any time.

Terms of the Bonus Policy

1. Terms of the Bonus Policy, available bonuses and the conditions for their receipt are listed on the «Bonuses» page.
2. The Casino reserves the right to amend the rules of the Bonus Policy at any time with notification of the Gambler about it, or without it.
3. The Casino reserves the right to review transaction history and logs for any reason and at any time. If during such a review the abuse of bonuses by the Gambler is found, the Casino has the right to cancel bonuses for this Gambler.
4. If the terms of the Bonus Policy are contrary to these Terms and Conditions, the terms of the Bonus Policy shall prevail.

Gambler Responsibility

1. The Gambler fully understands the provisions contained in this Agreement and is obliged to comply with them.
2. The Gambler ensures that their age is 18 or older, but sufficient to participate in gambling, according to the legislation of the country of their residence.
3. The Gambler acknowledges that their details in the personal account of the Casinos are correct.
4. The Gambler acknowledges that they have only one active gaming account with the Casino.
5. The Gambler is obliged not to disclose the login details of their gaming account to third parties and not to allow the third parties to gamble at the Casino through their gaming account.
6. The Gambler is responsible for the security of the gaming account access data, as well as for the security of accounts in social networks that are used for gambling at the Casino.
7. The Gambler confirms that they are not a Casino employee or a relative of a Casino employee.
8. The Gambler is responsible for all actions taken at the Casino through their gaming account.
9. The Gambler acknowledges that they are aware of the risk of losing money in the course of gambling.
10. The Gambler assumes the obligation not to carry out illegal financial transactions, the legalization of proceeds from crime, and any other operation in violation of applicable law, through the Casino.
11. The Gambler acknowledges that they do not use the funds for third parties to replenish the Casino account.
12. The Gambler agrees that the Casino has the right to require additional verification of their identity or their actions at the Casino website.
13. The Gambler understands that the Casino has the right to cancel their bets if:

- a. the Gambler or a third party can affect the outcome of a bet;
 - b. the Gambler or affiliated third parties violated the Terms and Conditions;
 - c. the outcome of a bet was the result of illegal actions;
 - d. the bet was made during any technical failure.
14. The Gambler agrees that if they broke these rules or the Casino has reasonable grounds to assume that the Gambler has violated the rules, the Casino reserves the right to suspend their gaming account, cancel the bets, refuse to pay the winnings or use the funds on the Gambler's gaming account for compensation of its own losses resulting from the actions of the Gambler.
 15. If a double spend is detected in the Gambler for Bitcoins, the account is disabled, all the funds in the Gambler's balance are seized in favor of the Casino.
 16. If the Gambler fails to provide the requested documents within two weeks from the date of the request for withdrawal, the withdrawal of funds is canceled, and the Gambler's account is disabled. In this case, the Casino has the right to suspect the Gambler in illegal activities, Casino fraud, provision of false information, cheating and other fraudulent activities. The Casino reserves the right to cancel all bets and winnings, or to use the funds on the gaming account of such Gambler for the compensation of its own losses and potential losses of third parties

Expiry Period

1. You agree that any claim and/or cause of action arising out of or related to these Terms and Conditions or a service provided by the Casino must be filed within one (1) year after such claim or cause of action arose.

Complaints

1. If you have a problem or complaint, you can contact our technical support via online chat or at support@gunsbet.com.
2. If a support specialist cannot help you or deems it necessary, they will pass on your ticket to the Casino manager.
3. If you have a problem, you have to describe it in detail as much as possible to speed up its resolution.
4. Casino is to acknowledge a complaint started by the account holder only. It is forbidden to and you can therefore not assign, transfer, hand over or sell your complaint to the third party. Casino will dismiss the complaint if the matter is handed over to be conducted by the third party and not the original account owner.
5. In the event of any dispute, you agree that the server logs and records shall act as the final authority in determining the outcome of any claim. You agree that in the unlikely event of a disagreement between the result that appears on your screen and the game server, the result that was logged on the game server will prevail, and you acknowledge and agree that our records will be the final authority in determining the terms and circumstances of your participation in the relevant online gaming activity and the results of this participation.
6. In the event of a dispute, you agree that the results stored on the server are the final proof and cannot be challenged.
7. You agree that in order to alert you in the event of a dispute, the Casino employee can use any contact details you left on the website.

Non Transferability

1. You can not assign, pledge or transfer ownership under any title whatsoever to claims arising from these Terms and Conditions, the use of the Website or participation in the Games against the Casino without consent of the Casino. This prohibition is designed as a non-transferability clause ex article 83 paragraph 2 of book 3 of the Civil Code and includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial, or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, entity in any way shape or form.

Arbitration

1. All disputes which may arise between you and the Casino including their successors in title under general or special title as a result of these Terms and Conditions or as a result of further agreements and other acts in connection with these Terms and Conditions shall be settled exclusively by arbitration in Cyprus and in accordance with Cyprus Civil Procedure Rules.

Limitation of Liability

1. The Casino service is provided solely for entertainment purposes.
2. The Casino service is provided "as is". The Casino is not responsible for service mismatch to the Gambler's purposes and/or ideas on how such a service should be provided.
3. The Casino shall not be liable for computer malfunctions, poor communication and other problems that have arisen on the part of the Gambler.
4. The Casino undertakes to correct all faults in the service as soon as possible, but does not guarantee their absence.
5. The Casino reserves the right to carry out preventive work in its software and hardware suite with a temporary suspension of the service.
6. In the event of force majeure, accidents and failures in the software and hardware suites of third parties cooperating with the Casino or the actions of third parties aimed at suspension or termination of operation of the Casino, the Casino operation can be suspended and all current bets canceled.
7. The Casino is not responsible for any damages, costs, expenses or damages, whether direct, indirect, special, incidental or other actions arising in connection with your use of the website or your participation in the Games.
8. By agreeing to these Terms and Conditions, you save the Casino, all its employees, as well as service providers on the Casino website harmless from and against all claims for costs, expenses, damages related to your gambling at the Casino.

Intellectual Property Rights

1. The content on the Casino website is subject to copyright and other proprietary rights held by the Casino or used under license from third party rights owners. All downloadable or printed materials contained on the website may only be downloaded to a single personal computer and can be printed solely for personal and non-commercial use.

2. Under no circumstances the use of the website grants the user any rights to the intellectual property (e.g. copyright, know-how or trademarks) owned by the Casino or any other third party.
3. Any use or reproduction of the trade name, trademarks, logos or other creative materials presented on this site is prohibited.
4. You will be solely responsible for any damage, costs or expenses arising out of or in connection with any prohibited activities.

Severability

1. If any of the Terms becomes void, illegal or in any degree loses their validity, such term, condition or provision will to the appropriate extent be separated from the remaining provisions, terms and language, which shall fully retain their validity, as provided by legislation.

Casino jurisdiction

1. These Terms and Conditions are subject to and construed in accordance with the laws of the Netherlands Antilles, and you irrevocably submit to the exclusive (single) law of the courts of the jurisdiction of the Netherlands Antilles for the settlement of any disputes (including claims for compensation and counterclaims) which may arise in connection with creation, legitimacy, effect, interpretation or action, or the legal relationship established by the Terms and Conditions or in any way arising from them.

PRIVACY POLICY

Last updated: 04.08.2021

GENERAL

1. As a data controller, we have a legal obligation under gambling regulations to process personal data from players in order to allow them to participate in games and provide them with ancillary services. This Privacy Policy explains what personal data we collect from players, why we collect it and how we utilise it.
2. The website www.gunsbet.com ("Casino", "Website", "Company", "We", "Us", "Our") is owned and operated by Dama N.V., a company registered and established under the laws of Curaçao, with registration number 152125 and registered address at Julianaplein 36, Willemstad, Curaçao. Dama N.V. is licensed and regulated by Antillephone N.V. (license no. 8048/JAZ2020-013).
3. If you have any other questions regarding this Privacy Policy or protection of your data, please feel free to contact our Data Protection Officer at dpo@damacasino.com
4. By registering a Player Account with the Website you confirm your consent with this Privacy Policy. If you do not agree with the terms of this Privacy Policy and do not wish to provide us with the personal information we require, please do not use this website.
5. Please note that this Privacy Policy constitutes an agreement between you and the Company. We may periodically make modifications to this Policy. While we will do our best to notify you of such changes, we recommend that you revisit this Privacy Policy regularly. Your continued use of the Website and/or its services will constitute your consent to the Privacy Policy.

INFORMATION WE COLLECT

1. The Personal Information which we may request to use and process shall include, without limitation:
 - a) Any of the information that you provide to us when filling in the forms on our account registration pages, as well as any other data that you further submit via the Website or email (e.g. first and last name, date of birth, email address, phone number);
 - b) Correspondence made with us via the Website, email, web chat or through other means of communication;
 - c) All Player Account transaction history, whether this takes place via the Website(s) or via other means of communication;
 - d) Website logins and their details, including traffic data, GeoIP location data, browser/device data, weblogs, activity logs and other traffic information recorded in our system;
 - e) Documents and proofs reasonably requested by us to verify your account, to process deposits or withdrawals and to conduct anti-fraud checks (on our own initiative or as required by applicable legislation). Such proofs may include passport scans, payment slips, bank statements, etc.
 - f) Survey participations or any other customer assessments that we may carry out from time to time.

HOW WE USE YOUR INFORMATION

1. We process the Personal Information we collect from you in order to deliver our services. In particular, we will use your data for the following purposes:
 - a) Processing your bets and transactions. This includes your use of credit card and online payment systems;
 - b) Providing you with gaming and other ancillary services that you seek from our Website;
 - c) Rendering customer support, such as assistance with setting up and managing your account;
 - d) Identifying and performing the necessary verification checks;
 - e) Providing registered players with information about our promotional offers, or providing promotional information from our selected business partners, associates and affiliates (only if players specifically consented to receiving such marketing material);
 - f) Complying with legal responsibilities, including complying with anti-money laundering (AML) and combating the financing of terrorism (CFT) laws;
 - g) Monitoring and investigating transactions for the purposes of preventing fraud, terms abuse, money laundering and other illegal or irregular gaming activities;
 - h) Analysing customer trends through market study assessments (participation in surveys is not obligatory and you can always choose not to take part);
 - i) Conducting research and statistical analysis of aggregated data.

MARKETING COMMUNICATION

1. Unless you have elected not to receive promotional materials, we may use your Personal Information, including your email address and phone number, to send you marketing communications regarding products, services and promotions. This may include information about products and services from our business partners, such as casino game providers. Whenever you decide to stop receiving such marketing and advertising material, you may opt out of this in your Player Account settings or by contacting our customer support at support@gunsbet.com.
2. Additionally, note that by accepting any contest prize or winnings from us, you consent to the use of your name and/or nickname for advertising and promotional purposes without additional compensation, except where prohibited by law.

OBTAINING PERSONAL INFORMATION

1. We shall not collect any Personal Information about you without your knowledge. We may, however, automatically collect certain data about you where you would have provided such information through the use of our services and through your interactions with us.
2. We may also lawfully receive certain Personal Information from online vendors and service providers, such as fraud prevention companies. In addition, we retain the right to engage the services of third-party providers to render technical support, so as to process your online transactions and source gaming content.
3. Please understand that we may be granted access to any information you may provide to such vendors, service providers and third-party e-commerce services. Rest assured that we will use and safeguard any Personal Information so obtained, as set out in this Policy. Any information that you provide will only be disclosed to third parties outside the Company in accordance with this Privacy Policy, and we shall take any necessary steps to ensure that our agreements with third-party service providers always protect your private information.

DATA RECIPIENTS

1. We may pass information that you have given us to other entities within our group of companies and to our business partners. These companies include our parent companies, their parent companies and all of the subsidiaries of these respective companies, as well as other companies with whom we carry out business and hold necessary agreements. Data processing of your information may be undertaken by Dama N.V. or by another company in the group of companies, which may use a third party to fulfill such data processing needs.
2. Employees of the Company, more specifically Data Protection Officer, Money Laundering Officer, Payments & Anti-Fraud analysts, Customer Support agents, Customer Retention team members, VIP player managers as well as other selected employees, shall also have access to your Personal Information for the purpose of executing their duties and providing you with assistance.
3. Our employees who have access to, or are associated with the processing of the player's personal information, have signed confidentiality agreements to respect the confidential nature of the player's information pursuant to applicable gaming, data protection and privacy laws.
4. In order to provide you with an efficient service, we and/or our service providers might require transferring your personal data from one country to another in the European Union (EU) and European Free Trade Association (EFTA) regions and also to some data processors that may be based outside of the European Economic Area (EEA). Therefore, by browsing the Website and communicating electronically with us, you acknowledge and agree to our (or our suppliers or

sub-contractors) processing of your data in these countries. We shall always use our best efforts to ensure that your information and data is treated securely and in accordance with this Privacy Policy.

RELEASING DATA TO THIRD PARTIES

1. We do not sell or rent your personal data to third parties.
2. We may disclose your personal information if required by law, regulation, or other legal subpoena or warrant. We may also disclose your personal information to a regulatory or law enforcement agency if we believe it to be necessary to protect the legitimate interests of the Company, its customers or any third party.
3. Personal data will only be disclosed to third parties in the following cases:
 - a) Where we are required to do so by law;
 - b) If the Website needs to share data with its payment processors to facilitate payment transactions in accordance with their privacy policies. (In particular, most banking card transactions are processed by Paysafe whose [privacy policy](#) applies to such transactions);
 - c) To comply with our legal and regulatory duties and responsibilities to the relevant licensing and regulatory authorities as well as all duties and responsibilities owed under any other applicable legislation and to any other applicable regulators in other jurisdictions;
 - d) When the Company believes that disclosure is necessary to protect the Company's or the player's safety, or the safety of others, investigate fraud, or respond to a government request;
 - e) If our marketing service providers require the data to carry out their tasks;
 - f) To any other third party with the player's prior consent to do so.
4. We use third-party data processors to process limited personal data on our behalf. Such service providers support the Website, especially relating to hosting and operating the websites, marketing, analytics, improving the websites, and sending email newsletters. We shall ensure that the transfer of the Personal Data to the recipient is compliant with applicable Data Protection Legislation and that the same obligations are imposed on the processor as is imposed on us under the respective Services Agreement.
5. Our websites may also include social media features (e.g. "share" or "like" buttons). Such features are provided by third-party social media platforms such as Facebook. Where data is collected this way, its processing is governed by the privacy policy of the respective social media platforms.
6. In addition to the above, we may also release personal data if we acquire any new businesses. Should the Company undergo any changes to its structure such as a merger, acquisition by another company or a partial acquisition, it is most likely that our customers' personal data will be included within the sale or transfer. We will, as part of our Policy, inform our players by email prior to affecting such transfer of personal data.
7. Please note our content may link to third party websites to provide relevant references. We are not responsible for such external content, which may contain separate privacy policies and data processing disclosures.

DATA RETENTION

1. As stated under our Terms and Conditions both, you and the Casino can decide to have your Player Account closed at any time. Following closure of your account, we will retain your personal data on record for as long as required by law. This data shall only be used should it be required by competent authorities in cases of enquiries regarding financial and fiscal records, fraud, money laundering or investigations into any other illegal activity.
2. We may also keep anonymized derivatives of your data to improve our content and marketing communications where no automated decision making is involved.
3. You are to note that due to anti-money laundering regulations in licensed gaming jurisdictions in the European Union, we are obliged to retain personal data of players submitted during registration and any data passed on during the operative period of a Player Account for a minimum of five years from last player transaction or account closure. Therefore, requests for erasure prior to the lapse of this period cannot be entertained.

SECURITY OF YOUR DATA

1. We hereby acknowledge that in collecting and processing your Personal Information for the purposes of managing your Player Account, we are bound by strict legal provisions on the protection of personal data.
2. Consequently, we endeavour to protect your personal information and respect your privacy in accordance with best business practices and applicable regulations. Being committed to providing secure services to players, and we will take all reasonable precautions to ensure that all the data that you have submitted to us remains safe.
3. Right to withdraw consent. In cases where we rely on your consent for the processing of personal data, you have a right to withdraw your consent at any time.
4. Player Accounts can only be accessed with the player's unique ID and password. You may also set up two-factor authentication (2FA) as additional protection from unauthorised use of your account. You are responsible for keeping your login information confidential and making sure it cannot be accessed by another person.

CONTACTING US

1. You may always contact us in regards to this Policy should you wish to:
 - a) Confirm the accuracy of the personal information we have collected about you;
 - b) Enquire about our use of your personal information;
 - c) Prohibit future use of your data for direct marketing purposes;
 - d) Update or rectify any information that you have provided us (in such cases you shall provide any evidence we may reasonably require to effect such changes). Note it is illegal to provide us with false information about you and it is your responsibility to ensure that we are always updated with your correct data.
2. We have appointed a data protection officer ("DPO") who is responsible for overseeing questions in relation to this privacy policy. If you have any questions about this privacy policy, please contact the DPO at dpo@damacasino.com.

3. In addition, as per Article 77 of the GDPR, you have the right lodge a complaint related to your data processing to a supervisory authority, in particular in the Member State of your habitual residence, place of work or place of an alleged infringement.

COOKIE POLICY

1. When you visit the Website, our system automatically collects information about your visit, such as your browser, IP address, and the referring website. This collection may be done in conjunction with our platform providers and partners. We may receive from them general demographic or usage data of our Website visitors. We do not use automatically collected information to identify you personally without receiving additional consent.
2. To collect the information in question we use cookies and similar tracking tools. Cookies are small text files that are stored on your computer or equipment when you visit our web pages. Some of the cookies are essential for the Website to operate; others improve your Website experience and help us deliver a better service. Below are the types of cookies we use and their purposes.

Required cookies:

1. Enable the navigation and basic functionality of the websites, e.g., access to member areas of the Website.

Functional cookies:

1. Allow us to analyse your website usage and your selections on the website (e.g. your session key, language, or region), so we can save these settings and offer you a more personalised experience.

Advertising cookies:

1. Allow us to gauge how effective our content marketing is. These cookies are provided by our partners to track website visits and new player registrations from advertising. We do not share your personal information (such as name or email) to affiliated partners except for site visit data collected directly by such Advertising Cookies. However your site visit data may be linked with other personal information collected through other sources by the providers. The latter external data processing is governed by the privacy notices and policies of these third-party providers.
2. In addition to the above, we use a number of third party service providers who also set cookies on this Website, in order to deliver the services that they are providing to us. Such services include, but are not limited to, helping us to improve your experience by tracking your activity on the Website, measuring the effectiveness of the Website and the effectiveness of our marketing campaigns.
3. Most online browsers automatically accept cookies. If you prefer, it is possible to block some or all cookies, or to delete cookies that have already been set by modifying your browser settings. However, we recommend that you do not block or delete your cookies as this may restrict your use of our Website.

NETENT GAMES

1. When you play casino games developed by NetEnt, NetEnt's Privacy Policy also applies. This policy can be found [here](#)