

Terms and Conditions – Mermaid Gaming Ltd

License Agreement, Terms and Conditions and Privacy Policy between Mermaid Gaming Ltd with company registration number C42305 and addressed at Mermaid Gaming Limited. DSLR, Suite 433, Ftieh Street, Birkirkara Bypass, Birkirkara BKR 2940, Malta, a limited liability company registered in Malta (a member of the EU since May 2004). It operates under Maltese law and under a Letter of Intent issued and regulated by the Lotteries & Gaming Authority (“LGA”) of Malta (issued on 31st May 2010, license number LGA/CL1/353/2008) (hereinafter called the “Company”), and the player (hereinafter called the “User” or “you”) for the use of the Company’s online gaming system which is operated under the brand "Mermaid Casino". The software used when operating Mermaid Casino is licensed from [Boss Media Malta Casino Ltd].

Please read this Agreement carefully and make sure that you fully understand the contents. The Company reserves the right to change the License Agreement, the Terms and Conditions and Privacy Policy from time to time. The User agrees to regularly view the License Agreement, the Terms and Conditions and Privacy Policy on the Company’s gaming website.

This License Agreement, Terms and Conditions and Privacy Policy apply to both the Company and you as User. The Company agrees to provide the User with the services listed below. By pressing the ‘I AGREE’ button when entering the Company’s gaming system, the User states that each time he/she enters the online gaming system, participates in the Games, and accepts any prize, the User represents that he/she fully understands and explicitly consents to the License Agreement, the Terms and Conditions and the Privacy Policy (including any revisions which may periodically take place) and how the Company’s online gaming system operates.

The online games offered by the Company’s online gaming system are hereinafter called “Games”.

License Agreement

1. The Company grants the User a personal, non-exclusive, non-assignable, and non-transferable license to use the Company’s client software and online gaming system. The User may use the client software on a computer on which he/she is the primary user. The user is prohibited from transferring or selling the gaming account to others.

2. Mermaidcasino.com uses Boss casino software. The User may not copy the client software or written materials associated with the online gaming system. The license cannot be assigned or transferred to anyone but the original User. The User may not sublicense, nor assign or transfer this license, nor rent or lease any portion of the online gaming system. The User may not reverse engineer, decompile, disassemble, modify, translate, and make any attempt to discover the source code, or create derivative works based on the online gaming system.

3. The Company's online gaming system in full title, all pictures, graphics, photographs, animations, videos, music, audio, text, and the software in full are protected by copyright laws. Any unauthorized copying or distribution is strictly forbidden and violators will be prosecuted.

4. The User agrees that he/she is solely responsible for all use of the Company's online gaming system through his/her Login, Password, and Security Code. The User is obliged to keep his/her Login, Password, and Security Code secret and confidential. The User shall not allow any other person or third party; including, without limitation, any minor, to use or reuse User's account, accept any prize, or participate in the Games. Any unauthorized use of the Login, Password, or Security Code shall be the sole responsibility of the User and be deemed as his/her use. Any liability originating from such use shall be that of the User.

5. The user should ensure that the password is robust as it controls access to the gaming account. Mermaid Gaming Ltd recommends that you choose an alphanumeric password. The safest passwords to use are those between 8 to 20 characters including letters, numbers and special characters. Keep it safe and change it every 3-6 months. Do avoid using words in a password, that includes familiar names of family or pets, special dates as well as the same password on many web sites.

6. The User fully accepts that all computer instructions and responses sent over the Internet to and from the Company's online gaming system and the client software will be binding to the User. The User fully accepts and agrees that random number generator software will determine the outcome of the odds based Games (or the odds based parts of the Games). Our casino operates with a very sophisticated Random Number Generator (RNG), which guarantees a randomized outcome for each game. (In order to understand how to use the Company's online gaming system, the User can access the online gaming system and Games help file.)

7. In the event of aborted games for any reason whatsoever, all users' transactions are always accurately recorded on our system. Kindly contact our customer care team. We recommend all our clients to have an alternative ISP for any potential connection problem with your Internet Service Provider (ISP).

8. In order to make bets and wagers in the Games the User may transfer funds to and from his/her online gaming account to and from the Company's online gaming system. The User accepts and authorizes the Company to instruct the company managing the online gaming account to manage such deposits and withdrawals.

9. The User is prohibited to place a wager greater than the available funds in his/her online gaming account.

10. The Company reserves the right to block a User from the Games, and to withhold payment of any funds; if suspicion or evidence of manipulation with the Company's gaming system arises. Charges will be brought against any User or any third party who has manipulated, or tried to manipulate, the Company's client software and online gaming system.

11. In order to maintain a high level of security and to protect the User's funds, the Company may (by itself or by authorizing the company managing the online gaming account) perform random security checks. The User hereby accepts that the Company (and the company managing the online gaming account) has the right to demand additional documentation in order to verify the User in the event of such random security check.

12. The user must submit the correct information during his registration. The user also agrees to update this information should there be any changes to his personal data provided. Mermaid Gaming Ltd will accept no liability from third parties whatsoever, resulting from provision of incorrect data by a user. A player must register personally and in his/her own name.

13. Mermaid Gaming Ltd allows only one account per person. Any subsequent accounts opened under the same personal details and/or IP address that are found to be related to any existing account may be closed immediately and any bets will be voided at Mermaid Gaming Ltd discretion. Mermaid Gaming Ltd reserves the right to reclaim any winnings attained by these means.

14. Participation in the Games is open to residents of legal age (18 years or the legal age of majority in his/her jurisdiction, whichever is greater) in a jurisdiction of residence where the Games are not prohibited.

15. Mermaid Casino reserves the right to close an account at its sole discretion. In such cases, any funds will either be remitted to the player or transferred to the Authority depending on the circumstances. Contractual agreements must however still be honoured.

16. By opening an account with Mermaid Casino, the customer declares: - To use the betting account just for his own use; - Funds used to deposit must not originate from illegal or criminal activity.

17. Player's Usernames must not infringe on trademark, company names or be abusing or offensive to other players.

18. Account holders are responsible to ensure that the credit card issuer allows the card to be used for gambling purposes. Mermaid Casino cannot accept responsibility for any action taken by a card issuer against the account holder.

19. Residents of the USA are not allowed to open an account with Mermaid Casino. It is the user's responsibility to determine the legal status of internet gambling in his/her jurisdiction and act accordingly. The availability of the website in any particular jurisdiction does not constitute an offer or invitation by Mermaid Gaming Ltd to use the services offered by the website. The Company will accept no liability whatsoever with respect to actions by users where internet gambling is illegal and/or which is in violation of this article of the Terms and Conditions. Mermaid Gaming Ltd reserves the right to void transactions with minors or defaulters, the Company can request documents to verify your age.

20. The User shall abide by any and all rules in the Games as set out in connection with the Games and/or in the corresponding help files such as the House Rules and the House Policies.

21. The User acknowledges that full freedom from errors or incompleteness is impossible to achieve with respect to computer software. The User undertakes to promptly notify the Company in writing of any error or incompleteness in the Company's online gaming system which the User notices while accessing the Games. The User accepts that the Company may adjust the User's account balance in the unlikely event of a software error which incorrectly rewards a prize to the User.

22. The Company reserves the right to restrict a User from accessing the Games, and to withhold payments made by a User, for a time period to be determined by the Company if suspicion or evidence of breach of the Company's Terms and Conditions arises. Charges will be brought against any User or any third party who has breached, or tried to breach, the Company's Terms and Conditions.

23. The Company reserves the right to immediately close the account of any User who uses unauthorized programs such as "bots", or any other illegal software that gives the User unlawful advantages, and to void all winnings from those accounts. Please note that bets with no risk, i.e. the concomitant bets on all red and black numbers in Roulette or the concomitant betting on player and bank in Mini Baccarat, are contrary to the bonus requirements. This also applies to bets in Roulette, Craps, Baccarat and Blackjack. In case a player will request a withdrawal, any remaining bonus amount will be automatically expired from the players' account. In addition, the withdrawal of any funds from those accounts will be prevented during any technical and legal investigation that is a result of a suspected violation of this rule. The Casino reserves the right to void all winnings accrued by any violation of our Terms & Conditions.

24. Any applicable taxes and fees in connection with any awarded prize are the sole responsibility of the User. Prizes cannot be transferred, substituted, or redeemed for any other prize.

25. If no transaction has been recorded on a User's account for thirty (30) months, the Company will remit the balance in that account to the User, or if the User cannot be satisfactorily located, the funds will be remitted to the Lotteries & Gaming Authority ('LGA') in Malta.

26. The Games and the Company's online gaming system are subject to the laws and regulations of Malta. Any dispute arising out of or relating to the online gaming system, Games, prizes, website, client software, the Company, and/or the company managing the Users online gaming account, shall be governed by the laws of Malta, excluding choice of law principles.

27. Any complaints regarding our handling of any matter should be addressed to support@mermaidpoker.com. If you still feel that your matter has not been resolved to your satisfaction, you should turn to the Authority which can be reached on the following email address complaints@lga.org.mt.

28. Customers can choose to close their betting account, please contact customer care on support@mermaidpoker.com

29. In the event of disagreement between the English language version and any other languages, the English language version shall prevail.

30. Funds deposited must be utilised for the placing of bets or for the stake on games at Mermaid Gaming Ltd. Any suspicious activity on an account could lead to the user being reported to the relevant authorities, freezing of the funds and even the closure of the

30. Funds deposited must be utilised for the placing of bets or for the stake on games at Mermaid Gaming Ltd. Any suspicious activity on an account could lead to the user being reported to the relevant authorities, freezing of the funds and even the closure of the account. Funds cannot be deposited and withdrawn to a different payment method without placing bets.

31. Winnings and account balances in the 'Practice Play mode' mode have no commercial value whatsoever and are not redeemable for cash, credit or any other type of benefit.

32. Funds cannot be transferred from the account of one user to the account of another user.

33. The Company is not a financial institution therefore customers must not expect interest to be paid on their account balances.

34. Under the terms of international legislation aimed at the prevention of money laundering, Mermaid Gaming Ltd is obliged to design and implement procedures aimed at ensuring that instances of attempted money laundering are detected, prevented and reported to the appropriate authorities.

35. Withdrawals can only be effected to the account from which the funds originated. Player identity verification (player's identity, age and place of residence) will be made for cumulative withdrawals of €2,300.

36. The company shall also make available an automatic reality check at intervals of one hour. The automatic reality check shall:

- (i) suspend play
- (ii) clearly indicate for how long the player has been playing
- (iii) display the player's winnings and losses during such period of time
- (iv) require the player to confirm that the player has read the message
- (v) give an option to the player to end the session or return to the game.

37. (i) A registered player may by written notice or electronic notice to the company

- (a) set a limit on the amount the player may wager within a specified period of time
- (b) set a limit on the losses the player may incur within a specified period of time
- (c) set a limit on the amount of time the player may play in any one session
- (d) exclude the player from playing for a definite or indefinite period of time.

(ii) A player who has set a limit or exclusion under this regulation may change or revoke the limit or exclusion by written notice or electronic notice given to the company.

- (iii) A notice increasing or revoking a limit or decreasing the exclusion has effect only after seven days after the licensee has received the notice.
- (iv) A notice reducing a limit or increasing the exclusion has effect immediately after it is received by the company.
- (v) The Company shall not accept a wager from a player contrary to a limit or exclusion set by the player under this regulation.

January 2011
Version 1.0