

Terms and Conditions

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Registered Company Name and Address:

Level 4 Suite 8A Rosa Marina Building 216 Marina Seafront Pieta' Malta

Official License Number and Date of Issue:

TBD

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1. *General Information*

- 1.1 Virtue Poker is operated by Virtue Gaming Operations Limited (“Virtue Poker” or “Company”), a company established in accordance with Maltese Law. Virtue Gaming Operations Limited was registered on November 6th 2018 under the registration number C 89251 and has its registered office at Level 4 Suite 8A Rosa Marina Building 216 Marina Seafront Pieta’ Malta.
- 1.2 Virtue Gaming Operations Limited has a gaming license application pending with the Malta Gaming Authority (MGA).
- 1.3 Remote gambling may be illegal in other jurisdictions. The Company makes no representation as to the legality of its online gambling service in other jurisdictions. This agreement (the “Agreement”) is governed by the laws of Malta and shall be interpreted in accordance with those laws. The place of jurisdiction is Malta.
- 1.4 Virtue Gaming Operations Limited is referred to as “Virtue Poker”, “we” or “us” and the player as “you” or “the Player”.
- 1.5 “Games”, “the Games” or “Game” refers to as any of the gaming products offered by Virtue Poker.
- 1.6 There is only one version of these Terms and Conditions. These Terms and Conditions may be published in a number of languages, reflecting the same principles, for information purposes and to help players. **The English version is the legal basis of the relationship between you and Virtue Gaming Operations Limited. In case of any discrepancy between the English version and the non-English version of these Terms and Conditions, the English version shall prevail.**
- 1.7 These Terms and Conditions constitute a legally binding agreement between you and the Company and govern your use of the Virtue Poker client and all Virtue Poker services. Please read these Terms and Conditions carefully. The Company reserves the right to make changes to these Terms and Conditions at any time without notice. We will notify you of any such changes on your next client login, and you will have the option of accepting or refusing the changes. If you refuse consent, you will be prohibited from using the client or any Virtue Poker services. These Terms and Conditions shall be made readily available and accessible to you on the www.virtue.poker web site (the “Web Site”) and via a link in the client.
- 1.8 You are responsible for reviewing these Terms and Conditions regularly to ensure that you are in compliance.
- 1.9 You are bound by these Terms and Conditions when you register on the Site and create an account. By registering an account with Virtue Gaming Operations Limited, you agree that you have read these Terms and Conditions and accept them.
- 1.10 The game rules and details about fees charged by Virtue Poker shall be made available and accessible to you on the Web Site.

2. *Your Obligations*

- 2.1 You may only open one account on Virtue Poker. Creating multiple accounts is explicitly prohibited and is a serious breach of these Terms and Conditions. The Company may, at its sole discretion, choose to close all of your accounts and bar you from play if you are found to have created multiple accounts.
- 2.2 You must be at least 18 years of age or comply with a higher minimum legal age as stipulated in the jurisdiction of your residence under the laws applicable to you.
- 2.3 You are solely responsible for your account details, particularly your username and password for your Virtue Poker account. You are also responsible for securely storing the private key for your Virtue Poker wallet (the "Recovery Phrase"). Your Recovery Phrase provides your sole means of access to the funds stored in your Virtue Poker wallet. **If you lose your Recovery Phrase, you will lose access to any funds in your Virtue Poker account.** Virtue Poker cannot help you if this happens, which is why we require you to back up the Recovery Phrase during the registration process. **Virtue Poker explicitly disclaims liability for any loss of access to funds as a result of loss of a player's Recovery Phrase.**
- 2.4 You are responsible for the security of any personal computer or device on which you register your account and from which your account is accessed. We shall not be responsible for any unauthorised use of your account except in a case of demonstrable gross negligence on our part.
- 2.5 You may only use the Games on your own behalf and not on behalf of any other person or company.
- 2.6 You may only participate in the Games strictly in your personal capacity for recreational and entertainment reasons only.
- 2.7 You are not resident of a country that Virtue Poker has prohibited from play. This list, which is updated from time to time.
- 2.8 You may only participate in any Game if you have enough funds on your Account for such participation.
- 2.9 You may not use funds that are tainted or associated with any illegality, or that originate from any illegal activity or source.
- 2.10 You are solely responsible for reporting and accounting for any taxes or other fees applicable to you under the relevant laws for any winnings that you receive from Virtue Poker.
- 2.11 In relation to deposits and withdrawals of funds into and from your Account, you shall only use such financial instruments that are valid and lawfully belong to you.
- 2.12 You shall not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to your and third parties' participation in any of the Games and shall not use any software-assisted methods, techniques or hardware devices for your participation in any of the Games. If we determine, in our sole reasonable judgment,

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that any such activities have occurred, we reserve the right to invalidate any hands or tournaments affected, and to suspend or close your account.

- 2.13 You may only use the software for your own personal, recreational use in accordance with our rules and Terms and Conditions and in accordance with all applicable laws, rules and regulations.

3. *Your Account*

- 3.1 In order for you to be able to place bets and deposit money, you must first register personally and open an account (the “Account”)
- 3.2 You are allowed to have only one Account and must register this personally. If you attempt to open more than one account, all accounts you attempt to open may be blocked or closed and any games played may be voided.
- 3.3 You agree that all information that you give us, such as but not limited to, valid identification, date of birth, address, Ethereum Address (your “Source of Funds”), email address and a clear photograph of the player’s face, head and neck, during the term of validity of this Agreement is complete, true, correct and that you will immediately notify the Company of any changes thereto.
- 3.4 You are required to update and keep up to date the mandatory information provided in the registration form in the event such information changes. A Source of Funds update can only be fulfilled by contacting support.
- 3.5 If you realize that you have inadvertently created more than one registered Account, you must notify us immediately. Failure to do so may lead to your Account being closed and your being barred from play.
- 3.6 As part of the registration process, you will choose a username and password for your login into the Virtue Poker client. It is your sole and exclusive responsibility to ensure that your login details are kept securely. You must not disclose your login details to anyone. We are not responsible for any abuse or misuse of your Account by third parties due to your disclosure, whether intentional or accidental, whether active or passive, of your login details to any third party.
- 3.7 Virtue Poker reserves the right to refuse or close an Account at its sole discretion but any contractual obligations already made by the Company shall, without prejudice to any rights available at law, be honoured accordingly.
- 3.8 Other than the software provided by us, you may not use software or any technological assistance while playing on the Site, including, but not limited to, bots, heads-up displays or purchased databases. If you wish to close your Account, you may do so at any time, by sending an email from your registered email address to support@virtue.poker. The effective closure of the Account will correspond to the termination of the Terms and Conditions, excepting for those clauses in the Terms and Conditions that survive its expiration or termination. In case the reason behind

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the closure of the Account is related to concerns about possible gambling addiction, the player shall so indicate.

- 3.9 In case a player account is closed, related information about the account is saved for a minimum of five (5) years, and may be saved longer depending on legal and licensing requirements. Related information includes player name, address, phone, email and account transaction details.

4. Deposits into your Account

- 4.1 The Ethereum network requires transaction fees (“Gas”) be paid in Ethereum funds (“Ether”) for processing deposits and withdrawals from Virtue Poker. If such fees are charged to you, they are visible during the deposit process.
- 4.2 We will assign minimum deposit levels and maximum deposit levels as specified on the Virtue Poker client.
- 4.3 Depositing funds into your account is made by your transfer of funds from your personal Ethereum account to your Virtue Poker Account. Typically, deposits are credited to your account within a few minutes, subject to network traffic on the Ethereum network. In addition deposits may be delayed if the deposit requires further review by the Company’s Know Your Customer/Anti-Money Laundering (KYC/AML) group.
- 4.4 We reserve the right to use additional procedures and means to verify your identity when effecting deposits into your Account.
- 4.5 If the Company mistakenly credits your Account with winnings that do not belong to you, whether due to a technical or human error or otherwise, the amount will remain property of the Company and the amount will be transferred from your Account if possible. If you have withdrawn funds that do not belong to you, without prejudice to other remedies and actions that may be available at law, the mistakenly paid amount will constitute a debt owed by you to Virtue Poker. In the event of an incorrect crediting, you are obliged to notify the Company immediately by the most expeditious means.
- 4.6 The minimum deposit amount is 0.01 EURO for the first deposit. The Company has the right to increase the minimum deposit at any time by updating these Terms and Conditions.
- 4.7 Virtue Poker accept deposits made in VPP tokens or ETH. The funds you withdraw will be sent, in your chosen currency, to your specified Source of Funds address.
- 4.8 Virtue Poker reserves the right to use additional procedures and means to verify your identity both before and after effecting deposits into your Account.
- 4.9 Virtue Poker will not be responsible, or held liable for any lost funds associated with deposits of VPP or ETH if made to the incorrect Ethereum address. Players can only

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deposit via sending a transaction to the “Virtue Poker Contract Address” specified under the “Deposit ETH” or “Deposit VPP” pages within the application.

5. *Withdrawals*

- 5.1 Available withdrawal options are clearly stated on the Virtue Poker client.
- 5.2 Withdrawals will be remitted only to the same Ethereum address (Source of Funds) from which the funds paid into your Account originated. The Company reserves the right to take all necessary measures to confirm all details.
- 5.3 Virtue Poker will carry out additional verification procedures for any payout exceeding the equivalent of €1,000 or cumulative withdrawals of €2,000. The value of cumulative withdrawals can be calculated either on a daily basis, taking into account all deposits effected by you since the establishment of your Account, or on the basis of a rolling period of one hundred and eighty (180) days. The value of cumulative deposits and withdrawals will be calculated based on the average price of Ether (ETH) and/or Virtue Player Points (VPP) on the day in which the deposit/wager/withdrawal was initiated. We reserve the right to carry out such verification procedures in case of lower payouts if, in our sole judgment, we believe there is a valid reason to do so. Such verifications may, for example only, include a copy of your passport and/or copies of one or more utility bills.
- 5.4 The time for the withdrawal to be finalised may vary due to the circumstances but a withdrawal attempt will typically be approved or denied within three (3) business days. A player shall be informed about reasons for any delay if the time for the money to arrive at the players account exceeds three (3) business days.
- 5.5 Virtue Poker is not a banking institution.

6. *Bonus & other Promotional Scheme Conditions*

Bonuses awarded in most events on Virtue Poker will be governed by separate terms and conditions. Those terms and conditions are hereby incorporated into these Terms and Conditions by reference. In case of a conflict between such other terms and conditions and these Terms and Conditions, these Terms and Conditions shall prevail.

7. *Exceptional Circumstances*

- 7.1 In the case of unexpected technical problems or circumstances outside the control of Virtue Poker (such as technical problems at third party providers), the Company may, at its sole reasonable discretion, cancel hands, wagers or tournaments, provided that the Company refunds all involved funds to players.

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- 7.2 Virtue Poker has the right to limit your play and/or suspend your Account if we have a reasonable basis to believe that you are cheating or otherwise abusing the Virtue Poker system. We will notify you in writing if this occurs.
- 7.3 In the case that a game is stuck in a state where it cannot be finished (for example, a connection loss while playing), Virtue Poker shall use its then-current authorized procedures for aborting such game and refunding funds to players as appropriate.
- 7.4 If a bonus campaign has in any way been misconfigured, Virtue Poker has the right to cancel such campaign without liability.
- 7.5 If a game contains a bug or misconfiguration that causes incorrect behaviour or pay-out, Virtue Poker has the right to remove the game without liability.
- 7.6 The Company is not liable for any downtime, server disruptions, lagging or any technical, political or other disturbance to game play. Refunds may be given solely at the discretion of the Company.
- 7.7 The Company shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with the Virtue Poker client or its content; including without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person or persons' misuse of the site or its content or any errors or omissions in content.
- 7.8 Virtue Poker may remove any game from the Virtue Poker client at any time we see fit.

8. *Dormant & Inactive Accounts*

- 8.1 An inactive account is an account that has not been accessed for twelve (12) months and that has a real money balance.
- 8.2 A dormant account is an account that has not been accessed for thirty (30) months and that has a real money balance.
- 8.3 Virtue Poker will contact you via email up to thirty (30) days prior to your Account become inactive informing that your Account is about to become inactive.
- 8.4 Virtue Poker reserves the right to close your Account if you self-exclude yourself for a period greater than six (6) months, provided this does not infringe upon applicable anti-money laundering legislation.
- 8.5 Virtue Poker may, at its sole and exclusive discretion, elect to close an inactive account. Virtue Poker shall refund any remaining balance to you either by remitting the balance directly to your Source of Funds account or by such other means upon which we both shall agree.
- 8.6 If your Account becomes dormant, we shall remit the balance on your Account to your Source of Funds or, if you cannot be contacted within a reasonable amount of time, to the Malta Gaming Authority.

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8.7 The procedures for removing funds from inactive and dormant accounts are made automatically and are reported in the backend system of the Virtue Poker client administrative interface.

9. **Responsible Gaming**

9.1 Virtue Poker shall make readily available to you means by which to help you determine if you have a gambling problem.

9.2 Virtue Poker shall provide you with services online which shall include the 'responsible gaming' messaging which provides:

- i. Information that gaming can be harmful if it is not controlled
- ii. Information about the player support measures on Virtue Poker

9.3 Virtue Poker shall make information material and contact information readily available on the Virtue Poker client and web site regarding one or more organisations which aid persons with gambling issues. The material shall include information relating to responsible gaming, including a 'responsible gaming' message providing *inter alia*:

- i. that gaming can be harmful if not controlled
- ii. information about support measures available to players

9.4 Virtue Poker offers a procedure by which you may exclude yourself from gaming. This exclusion shall be offered for all games offered and across all the means by which Virtue Poker provides its services. An exclusion may only be offered:

- i. Upon the request of the player
- ii. By Virtue Poker if there are sufficient reasons to indicate that you may have a gambling problem.

9.5 You may at your discretion choose to limit the amount you are allowed to place and you may at your discretion choose to limit the amount you are allowed to lose during a period specified by you.

9.6 You may at your discretion choose to set a maximum session time during which you are allowed to be logged into the Virtue Poker client. After this period has expired, you will be logged out of the Virtue Poker client and any game in progress is stopped.

9.7 You may at your discretion choose to limit your ability to access your Account (log in) for an indefinite time. During this time, your account will not be accessible and any funds in your Account are transferred back to your Source of Funds.

9.8 All limitations mentioned above are administered and initiated by contacting Virtue Poker Support by emailing support@virtue.poker.

9.9 Any exclusion implemented shall only be removed upon expiry of the set duration. In the case of self-exclusions, we will not honor any request for early reinstatement.

9.10 If you wish to reduce a limit or increase an exclusion, these shall become effective only after the lapse of not less than twenty-four hours (24) upon notification to Virtue Poker Support. If you wish to remove a restriction or increase a limit set by

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you, such change shall only take place 7 days or less after the request has been received by the Virtue Poker Support.

- 9.11 Virtue Poker shall retain the records relating to your exclusion for at least the duration required by the Malta Gaming Commission or other applicable jurisdiction. In no case shall we retain these records for less than two (2) years.

10. *Privacy Policy*

- 10.1 You acknowledge and accept that we collect and use your personal data in order to allow you access and use of the Virtue Poker client and in order to allow you to participate in Games.
- 10.2 We acknowledge that in collecting your personal details as stated in the previous Clause, we are bound by the General Data Protection Regulation (EU) 2016/679. We will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.
- 10.3 Identity and contact details:
- i. Data Controller: Javier Franco Algarrada (javier@virtue.poker)
 - ii. Data Protection Officer: Javier Franco Algarrada (javier@virtue.poker)
- 10.4 Your personal data will be used by us solely to allow you to participate in the Games and to carry out actions relevant to your participation in the Games.
- 10.5 We may also use your personal data to inform you of promotions, changes and new services that we think you may find interesting. In order to receive such direct marketing data, you must opt-in for such service by changing your settings or contacting support.
- 10.6 When you open an account with us, your personal data may be processed for anti-money laundering purposes.
- 10.7 Your personal data will not be given to third parties, unless such disclosure is necessary for the processing of your requests in relation to your participation in the Games, is specifically allowed by you or unless it is required by law. As Virtue Poker's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Virtue Poker client, personal data may be disclosed to them. Relevant authorities, employees of Virtue Poker, in particular Customer Support, the payment team and other employees shall also have access to your personal data for the purpose of executing their duties and providing you with assistance and the Service. You hereby consent to such disclosures.
- 10.8 We may use cookies in order to make the Virtue Poker experience better. You can, if you wish, turn off the use of cookies. You must note however, that turning off cookies may restrict your use of the Virtue Poker client.
- 10.9 In order to provide you with an efficient service, we and our service providers may require to transfer your personal data from one country to another in the EU and EFTA regions.

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- 10.10 Transactions are checked to prevent money laundering and suspicious transactions will be reported to the relevant authorities.
- 10.11 We have a 5 year retention period for data unless otherwise noted herein.
- 10.12 You have the right to review the data we have on file for you at any time. You may object to the processing of your data and may withdraw consent, if the processing is based on consent. You understand and agree that such objection may interfere with or preclude your ability to play on Virtue Poker.
- 10.13 You have the right, at any time, to ask for a review of your account or submit a complaint with the relevant supervisory authority.

11. *Anti-Money Laundering*

- 11.1 All transactions shall be reviewed in order to prevent money laundering. The Company shall report any suspicious transactions to the relevant competent authorities in Malta. If the Company becomes aware of any suspicious activity relating to any of the Games on Virtue Poker, the Company must report this to the Authority immediately. Virtue Poker may suspend, block or close an Account and withhold funds if requested to do so in accordance with the Prevention of Money Laundering Act.
- 11.2 Virtue Poker's obligations towards responsible gaming and anti-money laundering legislation shall take precedence over commercial conditions.

12. *Player Complaints*

- 12.1 Virtue Poker will endeavour to make a Player's experience with us an enjoyable one; however, there may be occasions where a Player is dissatisfied with the quality of our products or of our customer service. A Player may raise a complaint by addressing an email to Customer Service at support@virtue.poker. Your complaint will be escalated to management and we endeavour to resolve it within 48 hours of receipt. Should you not be satisfied with the way your complaint was resolved or handled you may escalate directly to the Malta Gaming Authority by sending them an email at support.mga@mga.org.mt
- 12.2 In the event that your complaint has not been resolved through the above procedures, you may wish to bring a claim before the Malta Arbitration Centre as a registered Alternative Dispute Resolution. Provided that the Arbitration Centre does not classify the action as vexatious or frivolous then the Company shall bear the entire costs of the action.

13. *Chat*

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- 13.1 As part of your use of the Virtue Poker client, we provide you with a chat facility, which is moderated by us and subject to controls. We keep a record of all statements made on such facility for later review, and often monitor chat in real time. Your use of the chat facility shall be for recreational and socialising purposes, and is subject to the following rules:
- i. You shall not make any statements that are sexually explicit or grossly offensive, including expressions of bigotry, racism, hatred or profanity;
 - ii. You shall not make statements that are abusive, defamatory, harassing, malicious, damaging or insulting to Virtue Poker, its operators and employees;
 - iii. You shall not make statements that advertise, promote or otherwise relate to any other online entities, and shall not post links or other outside references under any circumstances without our explicit written permission;
 - iv. You shall not collude with other players through the chat rooms or separate chat for the purpose of cheating, fraud or any activity prohibited by these Terms and Conditions. Any suspicious chats will be reported to the Malta Gaming Authority.
- 13.2 In the event you breach any of the above provisions relating to the chat facility, Virtue Poker shall, at its sole discretion, have the right to suspend or terminate your right to chat, or may immediately terminate your Account. Upon such termination, we shall refund to you any funds which may be in your Account.

14. *Limitation of Liability*

- 14.1 You play Games on Virtue Poker at your own risk. The Virtue Poker clients and the Games are provided without any warranty whatsoever, whether express or implied.
- 14.2 Without prejudice to the generality of the preceding clause, we, our directors, employees, partners and service providers;
- i. Do not warrant that the software, the Games and the Virtue Poker client are fit for their purpose;
 - ii. Do not warrant that the software, the Games and the Virtue Poker client are free from errors;
 - iii. Do not warrant that the software, the Games and the Virtue Poker client will be accessible without interruptions;
 - iv. 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 Virtue Poker client or your participation in the Games.
- 14.3 You understand and acknowledge that, if there is a malfunction in a Game or its interoperability, any bets made during such malfunctioning shall be void. Funds obtained from a malfunctioning Game shall be considered void, as well as any

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subsequent game rounds with said funds, regardless of what Games are played using such funds.

- 14.4 You hereby agree to fully indemnify and hold harmless us, our 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 Virtue Poker client or participation in the Games.
- 14.5 To the extent permitted by law, our maximum liability arising out of or in connection with your use of Virtue Poker, regardless of the cause of actions (whether in contract, tort, breach of warranty or otherwise), will not exceed 50,000 EURO.

15. Breach, Penalties and Termination

- 15.1 If you breach any provision of these Terms and Conditions or we have a reasonable ground to suspect that you have breached them, we reserve the right to not open, to suspend, or to close your Account, or withhold payment of your winnings and apply such funds on account of any damages due by you.
- 15.2 If Virtue Poker suspects that you are engaged in illegal and/or fraudulent activities when using the Virtue Poker client; or in breach of this Agreement; or that you are having problems with creditors or otherwise detrimental to our business, we may freeze or terminate your Account or cancel any stakes at our sole discretion.
- 15.3 You acknowledge that Virtue Poker shall be the final decision-maker of whether you have violated Virtue Poker's rules, Terms and Conditions in a manner that results in suspension or permanent barring from participation in our site(s).

16. Entire Agreement

- 16.1 If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision shall be severed from these Terms and Conditions and all other provisions shall remain in force unaffected by such severance.
- 16.2 We reserve the right to assign or otherwise lawfully transfer this Agreement. You shall not assign or otherwise transfer this Agreement.
- 16.3 These Terms and Conditions constitute the entire agreement between you and us with respect to the Virtue Poker client and, save in the case of fraud, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to Virtue Poker.

17. Applicable Law and Jurisdiction

- 17.1 These Terms and Conditions shall be governed by the Laws of Malta.

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- 17.2 The parties agree that any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the Maltese courts.