

## Terms and Conditions

Any substantial change in Casinonavy's Terms & Conditions will be notified and you will need to accept to be able to continue having an active account. Should you not wish to continue using our services after any change, you can request a withdrawal of your balance and ask for closure of account from Customer Support.

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### 1.General introduction

Thank you for choosing Casinonavy!

Casinonavy is proud to offer the most exciting online sports betting and casino available today. These Terms and Conditions (including Privacy Policy all other policies mentioned herein) set out to tell you more about us, the service that we offer and your rights and obligations. If you do not agree to be bound by these Terms and Conditions then you should not open an Account with us. TheP Terms and Conditions may be amended from time to time and you will be notified of any changes and will have to accept the revised terms before being able to continue to access our services.

Casinonavy ("we", "us") is owned and operated by JMS Investment Group N.V., a company incorporated in Curaçao with company number 139753 whose registered address is at Kaya Richard J. Beaujon z/, Curaçao. We are licensed to provide our services to customers by the Curaçao eGaming with licence number #1668 JAZ. Full details of our licence can be found on the Curaçao eGaming website.

### 2.Definitions and Interpretation

2.1 "Account" - a valid account in your name on our Website;

2.2 "Service" - any service made available to you on the Website including but not limited to opportunities to place wagers on sporting and other events and casino games.

2.3 "Website" - the website with URL [casinonavy.com](http://casinonavy.com) and any mobile versions, including applications of this website

2.4 "Force majeure" - refers to any occurrence or condition beyond one's reasonable control which leads to a delay or default in the performance of the affected party's contractual obligation, it includes Acts of God (floods, earthquake, volcanic eruptions etc), government restrictions, wars, outbreak of hostilities, riots, civil disturbances, insurrections, acts of terrorism, fire, explosions, theft, malicious damage, strikes, lockouts, and/or any other cause beyond the reasonable control of the party whose performance is affected.

2.5 The "Regulator" is Curaçao eGaming, which is a regulatory authority established by Curaçao law to govern all forms of gaming in Curaçao. For more information, please go to [www.curacao-egaming.com/](http://www.curacao-egaming.com/).

### **3. Opening an Account**

3.1 You represent and warrant to us that you are eligible to open an Account. In order to be eligible to open an Account, you:

3.1.1 Are at least 18 years of age;

3.1.2 Are not resident in any place where using our services is not lawful for you to do so;

3.1.3 Shall provide us with truthful, accurate personal details on registration of your Account, advise us if you are a politically exposed person (PEP) and update us promptly should your details change;

3.1.4 Are opening an Account for your sole benefit and will not permit any other person, including relatives and friends, to use your Account or to benefit directly or indirectly from wagers placed on your Account;

3.1.5 Your funds do not originate from any criminal, illegal or other unlawful source or origin and you warrant that your name does not appear on any international or Curaçao sanction list;

3.1.6 If you are a professional sports person or otherwise associated with professional sports you will respect all applicable laws issued by your sporting governing authority that may prevent or restrict your ability to wager on our Website.

3.2 If we discover you to be in breach of any of these Term and Conditions we may void your bets, confiscate your winnings and block your Account, and reserve the right to take any other action we or our regulator deems necessary.

3.3 If you are eligible to open an Account then one can be opened by submitting your personal details on our Registration Page which includes without limitation, your name, date of birth, address and email address. If you need to update your contact details please update this through your Account or [by contacting Customer Support](#)

3.4 We do not allow users to have multiple Accounts with us, and in the event that we do identify any multiple Accounts we will close them.

3.5 In order to log in to your Account, you will need to enter your email or username and password. Your password is confidential to you and should not be shared with anyone else, and you understand that we shall not be liable for any losses made on your Account where you have intentionally or otherwise permitted someone else to access the Account. If you have lost or forgotten your Account details or wish to change your password for any reason, please contact Customer Services.

### **4. Prohibited jurisdictions**

Our Website is licensed by the Curaçao eGaming. We make no representations about the legality of our services to residents in any particular jurisdiction, and it is your responsibility to satisfy yourself of the legality of our services in your jurisdiction. The availability of our Website in any jurisdiction is not an invitation for its use and we reserve the right to suspend and close Accounts. JMS Investment Group N.V. does not accept as its

customers residents in Afghanistan, Bahamas, Botswana, China, Colombia, Democratic People's Republic of Korea, Denmark, Ethiopia, France or other French territories , Ghana, Iran, Iraq, Ireland, Italy, Jordan, Kuwait, Lithuania, Mexico, Netherlands, Pakistan, Portugal, Romania, Serbia, South Africa, Spain, Sri Lanka, Syria, Sweden, Trinidad and Tobago, Tunisia, Turkey, UK, United States of America and Yemen.

## **5.Verification of your account**

5.1 In accordance with the requirements of our regulator and as part of our obligations to protect against money laundering and terrorist financing we are required to verify your identity. We typically carry out checks on first deposit or withdrawal but reserve the right to verify your identity at any time and require your full cooperation at all times.

5.2 To carry out our checks we shall require as a minimum a valid identity document (passport or driver's licence) and proof of address that must not be older than 3 months.

5.3 You understand and agree that your details may be used by third party processors to verify your details and confirm that you are not prohibited from using our services.

5.4 We shall suspend your Account if we have not been able to confirm your age within 72 hours, funds in the Account will be withheld and no further gambling activity will be permitted on the Account. Upon completion of the age verification process, if you are found to be underage we shall return all deposits on the Account, cancel winnings and close the Account.

## **6.Deposit and withdrawals**

6.1 In order to place wagers on our Website you must deposit monies into your Account. We are pleased to offer a wide range of deposit methods. In all cases, funds must be deposited from and withdrawn to an Account in your name and under your control.

6.2 We do not charge you any processing fees for deposits or withdrawals.

6.3 You must not use your Account as a bank - i.e. a means to hold money, or to make frequent deposits and withdrawals and we will take action against your Account if we judge this to be the case. Your Account does not accrue interest.

6.4 You agree not to cancel any deposits or make any charge-backs and in the event that you do so, we may require you to compensate us for these unpaid deposits as well as any processing fees we have incurred.

6.5 You may deposit and withdraw using different payment wallets but we require your withdrawal method to be made to the same payment method as your deposit method, unless your deposit method doesn't support withdrawal then withdrawal is to be made to a bank account in your name.

6.6 You may withdraw any and all cleared funds in your Account at any time unless we have a valid reason not to process this request

## **7.Segregation of player funds**

Customer funds are held separately from company funds. This means that steps have been taken to protect customer funds but that there is no absolute guarantee that all funds will be repaid.

## **8.Making a wager**

8.1 You must ensure that you understand the details of any wager you make on our Website.

8.2 With respect to bets on our sportsbook, please ensure you have read our betting rules which can be found on the bottom left of our [sports page](#).

8.3 In respect of each and every wager made on our sportsbook, you warrant that you are not involved in and are not aware of any match fixing, collusion or other form of cheating, and that you are not prohibited from placing any such wager by virtue of the rules and regulations applicable to a particular sports' governing body (such as rules against benefiting from insider information) or other professional body of which you and/or your employers are a member. You understand that should we know or have reasonable suspicion of any of the abovementioned matters, that, without prejudice to any other actions we may take, we shall seek to void the relevant bet(s).

8.4 In certain situations errors or mistakes may arise in the odds made available on our sportsbook and/or the payouts made to you, or in instances where a sports market has not been closed. Where such error is made, we reserve the right to pay you such amount that you would have won in normal circumstances or if this is not possible to void the bet and return your stake to you. You should inform us as soon as possible if you identify any error.

8.5 Once you enter into a wager of any kind the funds are instantly taken from your Account and the wager cannot be cancelled. Please only ever wager funds that you are prepared to

## **9. Casino rules**

9.1 The following terms apply only to your use of the Casino Services. Please note that in the event of any conflict between this Clause and the remaining parts of the Terms, this Clause shall prevail to the extent that it applies to your use of the Casino Services.

9.2 JMS Investment Group N.V. offers users a wide range of casino games. The payouts, minimum and maximum bets and game rules are all available for each game offered in the Help or Rules section of each game. These rules form part of these Terms and Conditions, and you should read them before placing any wagers on any particular game and not play the game if you are not happy with such rules.

9.3 If bets, which exceed the stated amounts, are erroneously accepted, the excess amount will be disregarded and the bet amount placed will be revised accordingly and the difference paid back to the Player.

9.4 Our games are provided by leading providers of casino games and are independently tested and certified.

9.5 The Company offer casino games which due to the live streaming requirements are in need of adequate bandwidth for the full enjoyment of the game and active and timely participation of the Player. It is recommended that only Player's having the required bandwidth play the casino games.

9.6 If a game is interrupted for any technical reason, the game may resume from the position prior to the interruption and operate as normal thereafter. In some instances this may not happen in which case we shall either void the game, or in our discretion award you with winnings that you could have won.

9.7 In the event of any malfunction that produces a clearly incorrect result or payout, we reserve the right to cancel the wager and return the stake to your Account, and expressly exclude any liability to you.

### **9.8 Aborted and Miscarried Games**

i. Should a Player's device malfunction or internet connection be lost after the bet has been placed and received on The Company's system the bet/s will be accepted and will participate in the game. The outcome of the game can be checked after the Player's device or connection are functioning properly again.

ii. Should any of the Company's systems malfunction before a result is determined then all confirmed bets will be immediately voided and bets that have been confirmed will be credited back to the player's account.

## **10. Bonuses**

Casinonavy regularly organises bonus campaigns. The terms and conditions of the bonus shall be defined in the bonus terms and conditions tailored to each bonus campaign. Bonuses can be subject to the obligation of

wagering them a certain number of times ("Wagering Requirement") before they can be withdrawn. If a bonus is subject to a Wagering Requirement, winnings generated by the wager of the bonus will be able to be withdrawn only when the Wagering Requirement is fulfilled.

An Account Holder is eligible for one bonus per campaign, with the exception of so-called "Refer a friend" campaigns.

The maximum number of times a promotion can be taken advantage of is limited to one time per household/IP address.

Casino navy reserves the right to offer a specific bonus to a specific customer or group of customers.

In case of discrepancy between the English version of the bonus terms and conditions and any translation of them, the English version shall prevail.

### **Bonus Abuse**

"Bonus Abuse" includes, but is not limited to:

- breach of terms and conditions of a bonus, free bets or any other promotional offer;
- the opening of multiple accounts to claim multiple bonuses;

Where there is a reasonable suspicion that the Account Holder has committed or attempted to commit a bonus abuse, either on their own or as part of a group, Casino navy reserves the right to:

- forfeit the bonus allocated to the Account Holder and any winnings from that bonus, and/or
- revoke, deny, or withdraw a bonus offer from the Account Holder, and/or
- block an access to particular products, and/or
- exclude the Account Holder from any future promotional offers, and/or
- terminate the Account Holder's account with immediate effect.

### **11.Suspension and closure of account**

11.1 You are entitled to close your Account at any time. If you wish to close your Account you may do so online at any time through your Account or by contacting Customer Services.

11.2 JMS Investment Group N.V. reserves the right not to register an applicant and/or to suspend or terminate your use of our services at any time, and with no obligation to provide reasons for doing so. Some of the reasons we may have for refusing to register or suspend/close an Account are:-

11.2.1 we are unable to complete our verification processes or have doubts about the accuracy or information provided to us;

11.2.2 we have knowledge or reasonable suspect you to be in breach of these Terms and Conditions;

11.2.3 we have knowledge or reasonable suspect that you are involved in match fixing, collusion with others or another form of cheating, or illegal/fraudulent activity - and in such instances we reserve the right to make a report with our regulator, the applicable sporting authorities, or any other appropriate authority;

11.2.4 we have knowledge or reasonable suspect that you have corrupted the Website with a bug, malware, virus, DDS attack or similar or have attempted to do so, and we reserve our rights to recover any losses incurred by us against you in full;

11.2.5 you become bankrupt or similar;

11.2.6 we have reasonable concerns that you have problems with your gambling.

11.3 In the event that we terminate an Account we shall return the balance in your Account to you, unless doing so would be a breach of our obligations to our regulator and our obligations in respect of anti-money laundering.

## **12. Inactive and dormant accounts**

Your account will be considered inactive if no login or activity is made for more than 12 months and a monthly fee of 5 Euro will be deducted from remaining balance. If your account is inactive for more than 30 months we shall remit your balance to you or, if you are not located, to Curaçao eGaming

## **13. Complaints**

13.1 Customer satisfaction is our number one priority, so we take any complaints that you may have very seriously. If you wish to raise any complaint, please contact our Customer Service department by email to [support@Casinonavy.com](mailto:support@Casinonavy.com) who will be pleased to assist you. Where necessary, we will launch an internal investigation of any matter and keep you regularly updated.

13.2 If the complaint concerns a gambling transaction and we are unable to resolve the matter to your satisfaction, the complaint will be deemed a formal "dispute" and you have the right to submit your dispute to the Curaçao eGaming. The decision of the Curaçao eGaming does not deprive you of the right to pursue the matter in the courts.

13.3 The detailed complaint policy can be viewed on <https://www.casinonavy.com/en/customer-complaints>

## **14. Limitation of liability**

14.1 You agree that we have no liability to you whatsoever in respect of any loss resulting from any failure of your internet connection and the computer equipment you use to access our services

14.2 To the fullest extent permitted by law, we are not responsible nor shall we be liable for any damages, loss, costs or consequences of any nature whatsoever that are alleged to or have occurred through your use of our Services.

14.3 THE JMS Investment Group N.V. SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DIRECT OR INDIRECT PROFITS, ECONOMIC LOSS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR SPECIAL LOSSES AND/OR DAMAGES HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO ANY LOSS OF CONTRACTS, LOSS OF GOODWILL AND LOSS OF REPUTATION ARISING OUT OF THE USE OF OR INABILITY TO OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU

## **15. Responsible Gaming**

15.1 Gambling should only ever be a source of entertainment, and JMS Investment Group N.V. are committed to helping our customers who feel they may have a problem with their gambling.

15.2 There are a number of ways you can control your gambling all of which can be controlled directly by yourself on your Account:

15.2.1 Time Out - you are able to take a pause on being able to access your Account for a period you choose of either 24 hours; one week; one month or any other period you reasonably select up to a maximum of six weeks. Your account will automatically re-open at the end of this period;

15.2.2 Reality Check - we will provide you with a reminder when you have been using the Website for a pre-set period of time;

15.2.3 Deposit Limits - daily, weekly or monthly deposit limits can be set on your Account;

15.2.4 Self-exclusion - you may at any time choose to exclude yourself from access to our services. You may self-exclude for a minimum period of 6 months and a maximum of 5 years. Once self-excluded any existing bets will be voided, stakes refunded to your Account, all balance in your Account will be returned to you. We will remove you from all marketing materials and any other inducements to wager on our Website, but you are ultimately responsible for refraining from placing any wagers on our Website and we shall not be liable to you for any losses incurred by any further wagers you may place on other Accounts. You will not be able to reactivate your Account under any circumstances until the end of the self-exclude period, following which you may contact Customer Service to re-open your Account which we shall only facilitate after a 24 hour cooling-off period.

15.3 JMS Investment Group N.V. also monitors Accounts and we may choose to exclude you if our systems identify that you are at risk of problem gaming. Typical indicators include a sudden increase in the amount of your wagers, the type of wagers you are making and the times during which wagers are being made.

## **16. Force Majeure**

We are not liable and shall not be deemed or held in breach of this Agreement in respect of any impact to your normal use of our Website caused by circumstances beyond our reasonable control that may prevent us from providing our Services to you in whole or in part.

## **17. Intellectual Property rights**

We are the owner or authorised licensee of all intellectual property rights existing on our Website. Our name, and the Website design, text, logo, source code, software and similar is copyrighted and subject to other proprietary rights and must not be copied, reproduced or used in any way without our express prior permission in writing. Your use of our Services does not grant you any interest in any of our intellectual property rights, or the rights belonging to third parties which are used by us under licence. We reserve our rights in full to seek legal redress against any person who makes unlawful use of our intellectual property rights or those belonging to our licences.

## **18. Privacy Policy**

Please see our [Privacy Policy](#).

## **19. Cookies**

Please see our [Cookie Policy](#).

## **20. Miscellaneous**

20.1 The English language version of these Terms and Conditions, the Betting Rules and our Privacy Policy will prevail over any other language version which we may issue from time to time.

20.2 The Terms of Use and any document expressly referred to in them represent the entire agreement between You and us and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

20.3 A waiver by us of any default shall not constitute a waiver of any subsequent default.

20.4 If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

20.5 The headings in this Agreement are for convenience of reference only and do not affect the construction or interpretation of any provision.

20.6 The relationship between you and JMS Investment Group N.V. established by this Agreement is that of independent contractors,

20.7 If any of these terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **21. Jurisdiction and governing law**

This Agreement is governed by the laws of Curaçao and the courts of Curaçao shall have exclusive jurisdiction to resolve any dispute or claim arising out or in connection with these Terms and Conditions but nothing shall limit the right of JMS Investment Group N.V. to take proceedings and/or seek to enforce a judgement against you in any other jurisdiction.