

# Terms and Conditions of Use of Services of Pro Xenon Mediathek Ltd.

21/11/2022 Version 1.41

## 1. General

- 1.1. These Terms and Conditions ("T&C") apply to the usage of the games (as defined below) through the website [www.kajot-casino.com](http://www.kajot-casino.com) and other URLs belonging to or licensed to Pro Xenon Mediathek Limited(KAJOT/Us), as may be specified from time to time, and the related enabling internet, mobile or other platforms by You ("You" or "the Player").
- 1.2. The Website and the games are offered by Pro Xenon Mediathek Limited. (hereinafter referred to as 'KAJOT').
- 1.3. These T&C constitute a binding agreement between You and KAJOT.
- 1.4. Pro Xenon Mediathek Limited is a limited liability company incorporated in Malta, Company Registration Number C54870 and subject to Maltese law, having its registered address at Office 1-2288, Level G, Quantum House, 75 Abate Rigord Street, Ta' Xbiex, XBX 1120, Malta.
- 1.5. KAJOT is licensed and regulated in Malta by the Malta Gaming Authority, licence number MGA/B2C/218/2012, issued on the 1<sup>st</sup> August 2018 and provides games from a third party provider under licence number MGA/B2B/310/2015 issued on the 1<sup>st</sup> August 2018.
- 1.6. KAJOT is an online casino with an upright and valid license. Since our services are online services and are therefore so-called correspondence services (FN1, FN 2), these are therefore covered by the scope of protection of the freedom to provide services enshrined in primary law of the European Union under Article 56 TFEU.
- 1.7. These T&C come into force as soon as You click on the "REGISTER" button, by doing so You signify to KAJOT that You have read these T&C and accept them. By using any of the websites You signify that You agree with these T&C.
- 1.8. You must read these T&C carefully in their entirety before clicking on the "REGISTER" button. If You do not agree with any provision of these T&C You must not use or continue to use the websites.
- 1.9. KAJOT reserves the right to amend these T&C. Such amendments will be notified to You and You will be required to accept the new terms and conditions before being allowed to continue playing on the website. It is Your sole responsibility to review this agreement and amendments each time You play, together with the specific rules for each game You choose to participate in, in order to remain updated with all amendments. You can easily identify whether these T&C have changed by referring to the version number and the date of the current T&C stated on this page.
- 1.10. Should You not agree with the new version of the Terms and Conditions and wish to withdraw any balance You may have and close Your account, please contact our customer service.
- 1.11. You fully understand and agree to be bound by the terms and conditions contained herein and as may be amended by Us from time to time.
- 1.12. Rules and explanations of the rules of each game provided separately on the website are incorporated into these T&C by reference.

- 1.13. These T&C are published in a number of languages for information purposes and ease of access by Players. All versions reflect the same principles. The version in the players own language shall prevail, where available, otherwise the English version.

## **2. Eligibility to use KAJOT'S services**

- 2.1. You may participate in any of the games if and only if:
- 2.1.1. You are over eighteen (18) years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of Your residence; and
  - 2.1.2. it is legal for You to participate in the games according to applicable laws in the jurisdiction of Your residence.
  - 2.1.3. You are not a resident of the Bosnia and Herzegovina, the Russian Federation, Singapore, Turkey, Ukraine, the United Kingdom or the United States of America.
- 2.2. KAJOT reserves the right to limit registrations from any country at any time by removing the country from the registration form. Should You not find Your country of residence in the registration form, you must contact our customer service before continuing with your registration.
- 2.3. If You are a resident of the Netherlands or any of its territories, You must have completed an identity check before You may participate in any of the games.
- 2.4. 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. Should we close your account due to You not adhering to these Terms and Conditions, You shall forfeit all deposits and the balance on your account.

## **3. Your Member Account**

- 3.1. Registration and opening of Your Member Account
- 3.1.1. In order for You to be able to place bets using any of the websites, You must first register with KAJOT and open an account ("Member Account"). You must personally register for Your own account.
  - 3.1.2. You are only allowed to have one Member Account. If You attempt to open more than one Member Account, all betting accounts You try to open may be blocked or closed. During the registration process, KAJOT will take a snapshot 'Fingerprint' of your system. This 'Fingerprint' may be used among other criteria to determine if a player has opened multiple accounts. Accounts are limited to one per player, household, email address, IP address, device, credit card or bank account unless otherwise specified.
  - 3.1.3. Should KAJOT decide to leave one account open, it will be the first account that You opened with KAJOT, to which Your remaining deposits, if any, will be transferred. All winnings on duplicate accounts will be forfeited.
  - 3.1.4. A request to open a Member Account is made by filling out the registration form and submitting it to KAJOT online. KAJOT reserves the right to refuse to open a Member Account.
  - 3.1.5. You must enter all requested mandatory information into Your registration form, in particular, Your identity, Your address and contact details, including a valid e-mail address, Your place of residence, relevant payment information, all of which must be true and correct. It is Your sole responsibility to ensure

that the information You provide is true, complete and correct. You are hereby notified that KAJOT carries out verification procedures, whether itself or through third parties on players depositing money, and Your Member Account may be blocked or closed if You are found to supply false or misleading information.

- 3.1.6. If You or any of your close family members are Politically Exposed Persons (PEP) or Ultimate Beneficial Owners (UBO) you must notify KAJOT immediately upon registering your account. In this case, supporting documentation must be provided.
- 3.1.7. If you are a resident of any of the following countries, you must notify KAJOT immediately upon registering your account: Afghanistan, Belarus, Burma/Myanmar, Burundi, Central African Republic, China, Cote d'Ivoire, De. Rep. of Congo, Egypt, Eritrea, Ethiopia, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Lao PDR, Lebanon, Liberia, Libya, Nigeria, North Korea, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tunisia, Uganda, Vanuatu, Yemen, Zimbabwe
- 3.1.8. If You notice that You have more than one Member Account under different names, You must notify KAJOT immediately.
- 3.1.9. As part of the registration process You will have to choose Your username and password for Your login into the website(s). It is Your sole and exclusive responsibility to ensure that Your login details are kept securely. You may not disclose Your login details to anyone. KAJOT is not responsible for any abuse or misuse of Your Member Account by third parties due to Your disclosure, whether intentional or accidental, whether active or passive, of Your login details to any third party.
- 3.1.10. You are required to inform KAJOT in a timely manner of any changes to your personal data submitted by You. You may be required to provide documentary proof of any changes to Your personal details.
- 3.1.11. You are not allowed to transfer funds from Your Member Account to other players or to receive money from other players into Your Member Account.
- 3.1.12. KAJOT reserves the right to refuse player registration or to close Your account at KAJOT's sole discretion, but contractual obligations already made shall be honoured by KAJOT.
- 3.2. Deposits into Your Member Account
  - 3.2.1. You may participate in any game only if You have sufficient funds on Your Member Account for such participation. KAJOT shall not give You any credit whatsoever for participation in any game.
  - 3.2.2. The amounts transferred by You to KAJOT are assessed as fiduciary deposits in accordance with the definition of the Maltese Gambling Act.
  - 3.2.3. The minimum deposit amount is € 10. The maximum is € 2000.
  - 3.2.4. To deposit funds into Your Member Account, You can use any of the methods specified in the relevant pages of the Website(s), as may be amended from time to time. Currently the following methods are available:
    - 3.2.4.1. Visa/Master Card
    - 3.2.4.2. Maestro
    - 3.2.4.3. NETeller

- 3.2.4.4. Moneybookers/Skrill
- 3.2.4.5. Trustly
- 3.2.4.6. PaySafeCard
- 3.2.4.7. NeoSurf
- 3.2.4.8. Sofort
- 3.2.4.9. mBankomat
- 3.2.4.10. PayPal
- 3.2.4.11. Gigadat/INTERAC
- 3.2.4.12. MuchBetter

3.2.5. The time taken for your deposit to appear on your account balance is as follows:

Deposit Method	Time Lapse Required
Credit / Debit Cards	Instant
Online Bank Transfer	Instant
E-Wallets	Instant
PrePaid Cards	Instant
Bank Transfers	3 to 4 Working Days
Mobile Payments	Instant

- 3.2.6. Depending on the method selected, deposits can incur charges. Your bank may independently charge You for bank wire transfers and other methods of payment.
- 3.2.7. KAJOT reserves the right to use additional procedures and means to verify Your identity when effecting deposits into Your Member Account, including the 'Know Your Client' (KYC) procedure.
- 3.2.8. KAJOT has the right to appoint Payment Solution Providers to act, receive and/or pay funds on behalf of KAJOT.
- 3.2.9. We accept payments made in EUR. Any payments received by KAJOT in a currency other than that will be converted into EUR at the prevailing exchange rate. Please note that any exchange premiums are payable by You.
- 3.2.10. When using a credit or debit card for depositing funds, Your funds will only be cleared once KAJOT has received an approval and authorisation code. Should KAJOT not receive such authorisation Your account will not be credited with those funds.
- 3.2.11. Credit balances in Your Member Account will not bear interest.
- 3.2.12. You are required to wager all deposits at least once before any withdrawals will be approved.

- 3.2.13. Once You have reached EUR 2000.00 accumulated deposits in a 180 day rolling period, You will be required to submit your identity documents to Kajot and You will not be able to deposit. Once Your documents are verified, You will be able to deposit into your Member Account again.
- 3.3. Payouts
  - 3.3.1. When the outcome of a game You participate in becomes determined or, where applicable, KAJOT has confirmed the relevant result of an event, all winnings will be held for the use of Your Member Account.
  - 3.3.2. If KAJOT mistakenly credits Your Member 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 KAJOT and the amount will be transferred from Your Member Account. If prior to KAJOT becoming aware of the error 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 KAJOT. In the event of an incorrect crediting, You are obliged to notify KAJOT immediately by email.
  - 3.3.3. KAJOT will carry out additional verification procedures before the first payout and reserves the right to carry out further verification procedures in the future.
  - 3.3.4. KAJOT reserves the right to decline any documents which are not provided in the languages English or German, or are not provided with an official English translation.
  - 3.3.5. You shall not treat KAJOT as a financial institution nor expect any interest on deposits or winnings.
- 3.4. Withdrawals from Your Member Account
  - 3.4.1. To withdraw funds from Your Member Account, You can use any of the methods specified in the relevant pages of the website(s), as may be amended from time to time. Currently the following methods are available:
    - 3.4.1.1. Visa/Mastercard (iCard)
    - 3.4.1.2. NETeller
    - 3.4.1.3. Moneybookers/Skrill
    - 3.4.1.4. Trustly
    - 3.4.1.5. NeoSurf
    - 3.4.1.6. PayPal
    - 3.4.1.7. Gigadat/INTERAC
    - 3.4.1.8. MuchBetter
  - 3.4.2. The minimum withdrawal amount is € 20. The maximum is € 1000 per day.
  - 3.4.3. You are required to wager all deposits at least once before any withdrawals will be approved.
  - 3.4.4. You may withdraw any amount up to the "Available to Bet" balance in Your KAJOT account by issuing KAJOT with a valid notice of withdrawal on the Website.

- 3.4.5. To free Your Member Account balance and withdraw all Your funds, You must first cancel any games that You have started and/or made and that remain outstanding.
- 3.4.6. Notices for withdrawals must be made via the Website. KAJOT will not accept withdrawal demands made by telephone or by electronic mail. Employees of KAJOT are not permitted to bypass these instructions.
- 3.4.7. KAJOT offers a wide range of withdrawal methods. Withdrawals can incur charges depending on the method selected. Any winnings above the above-stated level can be withdrawn through the method chosen by You for deposit. For the current fees for withdrawals, see "My Casino" and "Withdraw Money" for the different methods. In addition, Your own bank may add a further handling charge. These charges may vary over time.
- 3.4.8. KAJOT will request identification documents before you make your first withdrawal. KAJOT may request identification documents for all further withdrawals. Enhanced due diligence procedures will be undertaken for withdrawals of funds which have not been used for gaming.
- 3.4.9. The following documents will be accepted for the identity check:
- Photo ID: Passport, Driving Licence, Front and back of ID Card
- Proof of address: Back of ID card, residence document, gas, water or electricity bill, bank or credit card statement.
- Your ID card will only be accepted as one document, either Photo ID OR proof of Address. KAJOT reserves the right to request copies of any payment methods you have used.
- 3.4.10. Withdrawals from Your KAJOT account will be authorised by KAJOT after necessary anti-fraud checks have been made. This will normally be within 24 hours of the withdrawal request being made.
- 3.4.11. No withdrawals can be made without a prior deposit with one of the supported withdrawal methods. See 3.4.1.
- 3.4.12. Withdrawals shall only be remitted to the same account from where the funds paid into the Player's account originated, save any processing fees that may apply, and any restrictions on the withdrawal of funds not used for wagering/betting. KAJOT shall, at Your request, remit any withdrawals to You by no later than five working days, if practicable, after receipt of the withdrawal request.
- 3.4.13. After You have made withdrawals totalling EUR 1000.00, you must supply KAJOT with a Bank, Credit Card, eWallet Statement or similar showing at least one deposit to KAJOT.
- 3.5. Dormant & Inactive Member Accounts
- 3.5.1. An inactive account is an account that has not been accessed for 12 months, that has a real money balance.
- 3.5.2. A dormant account is an account that has not been accessed for 30 Months, that has a real money balance.
- 3.5.3. KAJOT will contact You should Your account become inactive. If, after 12 months since last login, we are unable to contact You, KAJOT will charge a

Eur 5.00 per month administrative fee on Your account and shall use reasonable efforts to contact You.

- 3.5.4. If, after KAJOT have begun charging Your account with the Administrative Fee, and before Your account becomes dormant, You start playing on Your account, KAJOT will, on your request, refund to Your account the administrative fees charged.
- 3.5.5. If Your Member Account has been dormant for thirty months, KAJOT shall remit the balance on Your Member Account to You or, if You cannot be located, the remaining monies shall be used to fund responsible gaming endeavours.

### 3.6. Closing of Account

- 3.6.1. You may close Your account at any time and KAJOT will return to You any and all funds from Your Member Account subject to the deduction of relevant withdrawal charges. To close Your Member Account, You must first cancel any games that You have started and that remain outstanding. To close Your account permanently, use the contact form or send KAJOT an e-mail with your contact details. The following details are required: First name and Surname, E-mail address, Date of Birth, Postal address.
- 3.6.2. The method of repayment will be at our absolute discretion.
- 3.6.3. KAJOT reserves the right to close Your Member Account and to refund to You the "Account balance", subject to the deduction of relevant withdrawal charges, at KAJOT's absolute discretion and without any obligation to state a reason or give prior notice.

## 4. Your obligations as a player

- 4.1. You hereby declare and warrant that:
  - 4.1.1. You are over 18 years of age or such higher minimum legal age of majority as stipulated if the jurisdiction of Your residence (e.g. Estonia – 21 years) and, under the laws applicable to You, legally allowed to participate in the games offered on the websites.
  - 4.1.2. You participate in the games strictly in Your personal non-professional capacity for recreational and entertainment reasons only. You will use this website and Your Member Account solely and exclusively for the purpose of Your genuine participating in the games and not for any financial or other operations;
  - 4.1.3. You participate in the games on Your own behalf and not on behalf of any other person;
  - 4.1.4. All information that You provide to KAJOT during the term of validity of this agreement is true, complete, and correct, and that You shall immediately notify KAJOT of any change of such information;
  - 4.1.5. You are solely responsible for reporting and accounting for any taxes applicable to You under relevant laws for any winnings that You receive from KAJOT;
  - 4.1.6. All money that You deposit into Your Member Account is not tainted with any illegality and, in particular, do not originate from any illegal activity or source;
  - 4.1.7. You understand that by participating in the games You take the risk of losing money deposited into Your Member Account;

- 4.1.8. You shall not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to Your or third parties' participation in any of the games and shall not use any software-assisted methods or techniques or hardware devices for Your participation in any of the games, or any other devices (such as robots) that may distort normal game play. KAJOT hereby reserves the right to invalidate any betting or wagering in the event of such behaviour;
- 4.1.9. In relation to deposits and withdrawals of funds into and from Your Member Account, You shall only use credit card and other financial instruments that are valid and lawfully belong to You.
- 4.1.10. The computer software that we make available to You is owned by KAJOT or other third Parties and protected by copyright and other intellectual property laws. You may only use the software for Your own personal, recreational uses in accordance with all rules, terms and conditions hereby established and in accordance with all applicable laws, rules and regulations.
- 4.1.11. Games played on the website should be played in the same manner as games played in any other setting. You shall be courteous to other players and representatives of KAJOT and shall avoid rude or obscene comments.
- 4.2. You are not allowed to transfer funds from Your Member Account to other players or to receive money from other players into Your Member Account, or to transfer, sell and/or acquire, Member Accounts.
- 4.3. Some circumstances may arise where a bet is confirmed, or a payment is performed, by us in error, or where pay tables or odds are not correctly set, whether in error or as a result of technical or operational issues. In all these cases KAJOT reserves the right to cancel all the bets accepted containing such an error, or to correct the mistake made re-settling all the bets at the correct prices/spreads/terms that should have been available at the time that the bet was placed in the absence of the error.
- 4.4. Should You become aware of possible errors or incompleteness in the software, You agree to refrain from taking advantage of them. Moreover, You agree to report any error or incompleteness immediately to KAJOT. Should You fail to fulfill the obligations stated in this clause, KAJOT 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 by You.
- 4.5. In the event that an error exists in a payable in the software, the payable in the 'Game Description' will be considered to hold the valid and applicable values.
- 4.6. In the event a game is started but miscarries because of a failure of KAJOT's system, KAJOT shall refund the amount wagered in the game to You by crediting it to the Your Member Account or, if the account no longer exists, by paying it to You in an approved manner; and if You have an accrued credit at the time the game miscarried, credit to Your Member Account the monetary value of the credit or, if the account no longer exists, pay it to You in an approved manner.
- 4.7. In the event that, due to a technical error, winnings are not credited to Your Member Account, You must stop playing immediately and inform KAJOT in any one of the ways stipulated in clause 8.1, so that the game transactions may be examined and rectified accordingly.
- 4.8. Should KAJOT fail to return any and all funds from Your Member Account (less any withdrawal charges) account upon the closure, blocking or exclusion of Your Member Account, You will need to contact KAJOT in any one of the ways stipulated in clause 8.1. KAJOT will then examine the request and, if approved, take all necessary measures to return to funds to You.



- 4.9. In the event a game is started but miscarries because of a failure of Your system or because of a network error, KAJOT shall refund the amount wagered in the game to You by crediting it to Your Member Account or, if the account no longer exists, by paying it to You in an approved manner. If the game was completed from the server system, KAJOT will treat the game as fully completed. This includes the withdrawal of the amount wagered as it includes granting of all winnings that were produced as game outcome. This may also include the granting of all winnings during bonus games that may have been granted as the outcome of the aborted game.
- 4.10. KAJOT reserves the right to reject or limit bets. You are not permitted to bet an amount exceeding Your Member Account. Wins are credited to Your Member Account.
- 4.11. KAJOT reserves the right to retain payments, if suspicion or evidence exists of manipulation of the casino system. Criminal charges will be brought against You or any other person(s), who has/have manipulated the casino system or attempted to do so. KAJOT reserves the right to terminate and/or, change any games or events being offered on the website.
- 4.12. In order to perform any transaction KAJOT may undertake any such verification checks as may be required by ourselves or by third parties (including, but not limited to, regulatory bodies) to confirm the legal ownership and the origin of the money implicated, the identity of the applicant and to comply with the existing Anti Money Laundering Provisions.
- 4.13. All transactions shall be checked in order to prevent money laundering. KAJOT shall report any suspicious transaction to the relevant competent authorities in Malta. If You become aware of any suspicious activity relating to any of the games of the website, You must report this to KAJOT immediately. KAJOT may suspend, block or close a Member Account and withhold funds if requested to do so in accordance with the Prevention of Money Laundering Act.

## **5. Responsible Gaming**

- 5.1. You may at Your discretion choose to exclude Yourself from playing any games on our website. This right of self-exclusion may be for a definite or indefinite period of time.
- 5.2. When setting up Your Member Account You may also choose to impose a ceiling on the maximum deposit, stake, wagers and losses, You may make in relation to a game and set limits on session time. Should You exceed the maximum stake at any time, then Your Member Account will automatically be blocked and access to Our games will be denied.
- 5.3. Should You opt for self-exclusion in the manners contemplated above then You will not be able to reverse this position for at least 1 day. Should you have opted for an indefinite self-exclusion, then you must contact our customer support staff to reverse this position and the waiting period before you are able to participate in any of our games will be 7 days.
- 5.4. Daily limits are reset to zero at midnight CET after the end of the 24 hour period that the limit was set.
- 5.5. Weekly limits are reset to zero at midnight CET on the night of Saturday to Sunday.
- 5.6. After a period of one hour, You will be stopped from playing for a “reality check”. You will be given an overview of Your net position and will be asked if you wish to continue playing. Only by consenting will You be able to further participate in our games.
- 5.7. If You believe that you may have a problem in regard to gambling please visit the responsible gaming page on our website to which you can find the link in the website footer.

## 6. Casino Rules

- 6.1. Monies held by KAJOT on Your behalf are assessed as fiduciary deposits. Having a positive balance on Your real money players account enables you to participate in the games of chance offered by KAJOT. By pressing the play button, you authorise KAJOT to initiate a bet on your behalf. As soon as the bet is generated, the stake turns in the legal second into a trust deposit, which KAJOT has to keep in Your name and Interest. The fiduciary obligation has been fulfilled as soon as the bet is made on Your behalf, whatever the outcome.
- 6.2. The following amounts of wager are allowed: 1 cent, 2 cents, 5 cents, 10 cents, 20 cents, 50 cents, 1 Euro, 2 Euros, 5 Euros 10 Euros, 20 Euros, 40 Euros, 50 Euros, 60 Euros, 80 Euros.

## 7. Privacy Policy

- 7.1. You hereby acknowledge and accept that it is necessary for KAJOT to collect and otherwise process Your personal data in order to allow You access and use of the Website and in order to allow You to participate in games. All personal data collected shall be kept by KAJOT until required for the purpose of providing the services.
- 7.2. KAJOT hereby acknowledges that in collecting Your personal details as stated in the previous provision, We are bound by the Data Protection Act, Chapter 586 of the Laws of Malta. KAJOT will protect Your personal information and respect Your privacy in accordance with best business practices and applicable laws.
- 7.3. KAJOT will only use Your personal data to allow You to participate in the games and to carry out operations relevant to Your participation in the games, and for the purposes of carrying out verification procedures in relation to Your participation in such games.
- 7.4. Your personal data will not be disclosed to third parties, unless such disclosure is necessary for processing of Your requests in relation to Your participation in the games or unless it is required by law. As KAJOT's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Website, personal data may be disclosed to them. Internally, Your personal data will be accessed by employees of KAJOT, such as customer support and the payment team for purpose of providing the necessary assistance and for them to be able to perform their work. You hereby consent to all such disclosures.
- 7.5. You have the right to access personal data held by KAJOT about You. You can request a copy of the personal data held by KAJOT by sending an email to [dpo@kajot-casino.com](mailto:dpo@kajot-casino.com).
- 7.6. In order to provide You with an efficient service, KAJOT and/or its service providers may require to transfer Your personal data from one country to another on a world-wide basis. You hereby consent to Your personal data being so transferred.
- 7.7. In the processing of Your Member account and associated transactions, KAJOT may have recourse to disclose information to credit rating agencies, fraud detection agencies, anti-money laundering agencies. You hereby consent to such disclosures.
- 7.8. We may also inform You of changes, new services and promotions we think that You may find interesting. You may choose to receive this direct marketing data by ticking the relevant box during registration and you may opt out of such service under "My Casino" any time.

- 7.9. You must promptly inform KAJOT, by contacting our support staff, of any changes to information provided by You at the time of registration and opening of Your Member Account.
- 7.10. KAJOT shall forward Your personal information to the relevant Authorities in Malta when it is obliged by law to do so, and shall not be held responsible for any results that may ensue from acting in accordance with the law.
- 7.11. Cookies - KAJOT uses cookies on its website. Some of them are essential, while others help to improve the website and Your player experience. There are Essential, Functional and Statistical cookies.
- 7.11.1. Essential – Necessary cookies that cannot be deactivated and without which the website cannot function properly. They help make the website usable by enabling basic functions such as page navigation and access to secure areas of the website. These cookies do not save any personal data.
- 7.11.2. Functional – These cookies enable the website to provide extended functions. If you do not allow these cookies, some or all features on the website may not work properly.
- 7.11.3. Statistical – These cookies help us as website operators to understand how visitors interact with our website and where they come from. All information in the cookies is anonymized and not personal.

7.11.4. **Cookie Validity**

Class	Cookie Name	Type	Validity
Essential	Camp	Persistent	1 Month
Essential	cookieConfirmed	Persistent	10 years
Essential	Cookiesession1	Persistent	1 Year
Essential	language	Persistent	1 Year
Essential	PORTALJSESSION	Persistent	End of Session
Essential	loggedin	Persistent	End of Session
Essential	csfcsc	Persistent	End of Session
Functional	_zlcmid	Persistent	1 Year
Statistical	_ga	Persistent	2 Years
Statistical	_gat	Persistent	1 Minute
Statistical	_gid	Persistent	24 Hours
Statistical	_pk_id.*	Persistent	13 Months
Statistical	_pk_ref.x	Persistent	6 Months
Statistical	_pk_ses.*	Persistent	30 Minutes

## 8. Complaints

- 8.1. If You have a complaint, You can:
- 8.1.1. call KAJOT on +356 272 21112
- 8.1.2. e-mail customer support on [support@kajot-casino.com](mailto:support@kajot-casino.com)

8.2. KAJOT will attempt to resolve a reported matter promptly and to the best of its ability within 10 days. A reply to Your complaint will be sent to You by email. In exceptional circumstances an additional 10 days may be added to the timeframe. In this case, we will advise You of the extension.

8.3. If for some reason You are not satisfied with the resolution of Your complaint by KAJOT, You can complain to the appointed Alternative Dispute Resolution organization **The POGG**:

**The POGG**

**PO Box 2089**

**Livingston**

**EH54 0GF**

**Email: [complaints@thepogg.com](mailto:complaints@thepogg.com)**

**Website: <https://thepogg.com/submit-complaint/>**

You may also make contact with the licencing authorities customer resolution department under [support.mga.org.mt](mailto:support.mga.org.mt)

## **9. Limitation of liability**

9.1. You enter the website and participate in the games at Your own risk. The websites and the games are provided without any warranty whatsoever, whether express or implied.

9.2. Without prejudice to the generality of the preceding provision, KAJOT, its directors, employees, partners, service providers:

9.2.1. do not warrant that the software or the website is/are fit for their purpose;

9.2.2. do not warrant that the software and website are free from errors;

9.2.3. do not warrant that the websites and/or games will be accessible without interruptions;

9.2.4. 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 websites or Your participation in the games.

9.3. You hereby agree to fully indemnify and hold free from harm KAJOT, 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.

## **10. Breaches, Penalties and Termination**

10.1. If You breach any provision of these T&C or KAJOT has a reasonable ground to suspect that You have breached them, KAJOT reserves the right not to open, suspend, close Your Member Account, withhold payment of Your winnings and apply such funds on account of any damages due by You.

10.2. If KAJOT suspects that You are engaged in illegal or fraudulent activities when using the website; 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 absolute discretion.

- 10.3. You acknowledge that KAJOT shall be the final decision-maker of whether You have violated KAJOT's rules, terms or conditions in a manner that results in Your suspension or permanent barring from participation in our site.

## **11. Intellectual Property**

- 11.1. KAJOT is the sole owner of the trademark KAJOT and the KAJOT logo. Any unauthorised use of the KAJOT trademark and the KAJOT logo may result in prosecution.
- 11.2. [www.kajot-casino.com](http://www.kajot-casino.com) is the uniform resource locator of KAJOT and no unauthorised use may be made of this URL on another website or digital platform without our prior written consent.
- 11.3. KAJOT is the owner or the rightful licensee of the rights to the technology, software and business systems used within this website.  
The contents and structure of KAJOT's website pages are subject to copyright © and database rights in the name of KAJOT. All rights reserved. The copyright in this website including all text, graphics, code, files and links belong to KAJOT and the site may not be reproduced, transmitted or stored in whole or in part without our written consent. Your registration and use of our system does therefore not confer any rights whatsoever to the intellectual property contained in our system.
- 11.4. Links to the website and any of the pages therein may not be included in any other website without the prior written consent of KAJOT.
- 11.5. You agree not to use any automatic or manual device to monitor KAJOT web pages or any content therein. Any unauthorised use or reproduction may be prosecuted.

## **12. Severability**

- 12.1. If any provision of these T&C is held to be illegal or unenforceable, such provision shall be severed from these T&C and all other provisions shall remain in force unaffected by such severance.

## **13. Assignment**

- 13.1. KAJOT reserves the right to assign or otherwise lawfully transfer this Agreement. You shall not assign or otherwise transfer this Agreement.

## **14. Entire Agreement & Admissibility**

- 14.1. This agreement constitutes the entire agreement between You and KAJOT with respect to this website and save in the case of fraud it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and KAJOT with respect to this website.
- 14.2. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **15. Applicable law and jurisdiction**

- 15.1. These T&C are governed by the Laws of Malta and the parties submit to the jurisdiction of the Maltese courts and/or to the rules of arbitration in accordance with the Malta Arbitration Act as administered by the Malta Arbitration Centre.

## **16. General Conditions for Bonuses**

- 16.1. To qualify for bonuses you must be an existing customer of KAJOT.
- 16.2. KAJOT reserves the right to exclude any players from any promotions and bonuses without notification.
- 16.3. Bonuses are personal and limited to one bonus per player, household, email address, IP address, device, credit card or bank account unless otherwise specified. If You abuse the bonus by circumventing the system, all winnings derived by You from the abuse of the bonuses shall be deemed null and void.
- 16.4. Only Players who have validated their mobile telephone number by entering the bonus code which was sent to their mobile phone by SMS, will be eligible to receive any bonus.
- 16.5. All Bonuses must be claimed via the 'My Bonus' page by clicking on the relevant banner or button.
- 16.6. Only one bonus can be claimed per deposit. Unless otherwise stipulated only one bonus can be claimed per 24 hour period (00:00 – 23:59 CET)
- 16.7. Bonuses are available on your account for 90 days. Should you not play within this time the bonus will be forfeit.
- 16.8. In the event that a bonus payment is not made you must not start playing or you must stop playing immediately. Please contact KAJOT using the contact form or the live chat feature.
- 16.9. Should You make a withdrawal request before claiming any bonuses, the bonus entitlement shall become invalid.
- 16.10. The maximum bet allowed while a bonus is active is EUR 5.
- 16.11. Unless otherwise stated in the promotional material, wagering requirements are of 20 times the bonus amount.
- 16.12. **Wagering requirements can only be met through the playing of slots**
- 16.13. Should You wish to make a withdrawal before the wagering requirements have been fulfilled, the amount of the bonus and any winnings shall be deducted from Your players account.
- 16.14. Free spins are valid for one day
- 16.15. The maximum withdrawal of winnings originating from a no deposit bonus is EUR 50.
- 16.16. KAJOT reserves the right to modify the structure of its bonus programmes and to exclude players without notification.

## **17. Unlocking of bonuses**

- 17.1. Wagering requirements for bonuses will be unlocked in the following order:
- 1.) Free spins
  - 2.) Welcome Deposit Bonus

- 3.) Deposit Bonus
- 4.) Manual Cash Bonuses
- 5.) Registration Bonus

## **18. Welcome Deposit Bonus**

- 18.1. To qualify for the Welcome Deposit Bonus you must be a new customer to KAJOT. Players who have already registered in the past and hold Member Accounts are considered to be existing customers.
- 18.2. A minimum deposit of EUR 10.00 into Your Member Account is required in order to qualify for the KAJOT Welcome Deposit Bonus. The deposit must follow within 300 days of successfully registering.
- 18.3. The Welcome Deposit Bonus will only be granted for the first deposit into your Members Account.
- 18.4. The minimum Welcome Deposit Bonus awarded is EUR 10.00
- 18.5. The maximum Welcome Deposit Bonus awarded is EUR 300.00
- 18.6. The amount of the Welcome Deposit Bonus is 100% of the deposited amount.
- 18.7. The Welcome Deposit Bonus offer is limited to one Welcome Bonus per player.
- 18.8. In order to qualify for the Welcome Deposit Bonus, You must first validate your account via SMS text message.  
You can claim your Welcome Deposit Bonus either at the time of Registration by choosing from the drop-down menu, or, by clicking on 'My bonus' in the main menu and then clicking on the banner for the Welcome Deposit Bonus.
- 18.9. The Welcome Deposit Bonus will be credited to your players account whereby, wagering requirements of 20 times the amount of the Welcome Deposit Bonus awarded apply to bonuses up to 100% and 40 times for those over 100%.

## **19. Top 10 Players Bonus**

- 19.1. The amount of the Top 10 Players bonus is EUR 100 plus 50 Free spins.
- 19.2. The Top 10 Players bonus offer is limited to one Top 10 Players bonus per player per Month.
- 19.3. The sum of the Top 10 Players bonus is non-redeemable.
- 19.4. At the start of each month, the Top 10 Players according to bet amount from the previous month will be collated.
- 19.5. Free games will not be taken into consideration regarding the Top 10 Players Bonus.
- 19.6. Your Top 10 Players bonus will be credited at the latest on the 5th of the month to Your players account.
- 19.7. If you wish to know your place in the ranking, contact KAJOT using the contact form.
- 19.8. Wagering requirements of 20 times the bonus amount apply

## **20. Loyalty Program:**

- 20.1. You are required to have deposited money into Your players account in order to qualify for the Loyalty Program.
- 20.2. Loyalty Program Cashback
  - 20.2.1. The Cashback percentage is 5%.

- 20.2.2. In order for You to receive the Loyalty Program Cashback, your bets must exceed Your wins and your deposits must exceed your withdrawals.
- 20.2.3. Every month 5% of the difference between Your bets and Your wins for the previous month will be credited to Your Members Account in the next month up to a maximum of 5% of the difference between Your deposits and Your withdrawals from the previous month.
- 20.2.4. If You do not play in one month, then the Loyalty Program continues as soon as You have played.
- 20.2.5. The Loyalty Program Cashback will be credited to Your Members Account on or before the 15<sup>th</sup> of the month.
- 20.2.6. The amount of the Cashback will be credited to Your Members Account in whole Euro amounts.
- 20.3. Loyalty Program Monthly Draw
  - 20.3.1. All players who are entitled to receive Cashback under the Loyalty Program and whose deposits exceed their withdrawals by EUR 50.00 or more are also eligible for the Loyalty Program monthly Draw.
  - 20.3.2. Players who have won a prize in the Loyalty Program Monthly Prize Draw will be exempt for the next 4 draws.
  - 20.3.3. The prize consists of merchandising articles up to a value of EUR 50.00. In exceptional cases a bonus of EUR 50.00 may be credited to Your players account instead with a wagering requirement of 20 times the bonus amount.
  - 20.3.4. Winning players will be informed directly and in the case of a non-monetary prize sent to them by post. Their first name and nickname may be published on our homepage.

## **21. Registration Cash Bonus**

- 21.1. A Player who uses the Registration Cash Bonus link and then completes the full registration process including confirming their e-mail address by clicking on the link in the confirmation e-mail sent to their e-mail address and validating their mobile telephone number by entering the bonus code which will be sent to their mobile phone by SMS, will be eligible to receive the Registration cash bonus.
- 21.2. The Registration Cash Bonus offer can only be redeemed once per player, household, e-mail address, IP address, credit card or bank account unless otherwise specified.
- 21.3. The registration process must be completed from start to finish without any interruption. Should the player discontinue the registration process for any reason whatsoever, they will forfeit the Registration Cash Bonus.
- 21.4. The amount of the Registration Cash Bonus will be stated in the promotional material.
- 21.5. The Registration Cash Bonus will be valid during the times stated in the promotional material.
- 21.6. Wagering requirements apply to the Registration Cash Bonus. A Player will not be able to withdraw any winnings from the Registration Cash Bonus until they have wagered 20 times the amount of the Registration Cash Bonus
- 21.7. The maximum payout of winnings is limited to € 50. The remainder of the winnings shall be forfeited and deducted from your players account.



- 21.8. The Registration Cash Bonus will be valid for 5 weeks on Your account. Should you not place any bets within 5 weeks of receiving it, the Registration Cash Bonus will be removed from your account.

## **22. Free spins**

- 22.1. The number of Free spins can be seen in the promotion material.
- 22.2. Any Free spin offers are valid only for the time period stated in the promotion material.
- 22.3. If a deposit is required in order to receive Free spins, You must first place bets for the deposited amount before you redeem your Free spins. Should you withdraw money from your Members Account before the required amount of bets has been placed, you will forfeit the Free spins and the associated wins associated with the offer.
- 22.4. The maximum win through Free spins is EUR 1,000.00 Once the maximum win has been exceeded, all remaining free spins will be forfeited.
- 22.5. The wagering requirements can only be met through the playing of slots.
- 22.6. If You do not redeem your Free spins before collecting further Free spins, the unredeemed free spins will be forfeited.
- 22.7. Unless otherwise stated, Free spins are valid only on the day on which they are redeemed.
- 22.8. Free spins can be redeemed on any of KAJOTs slots **except RetroWheels**.
- 22.9. Unless otherwise stated, free spins without wagering requirements are only redeemable by players who have deposited and placed bets for the amount of the deposit.
- 22.10. Free spins credited in conjunction with an affiliate registration bonus will be credited to your players account whereby, wagering requirements of €25 apply to the winnings.

## **23. Deposit Bonus**

- 23.1. A minimum deposit as specified in the promotional material is required in order to qualify for a Deposit Bonus.
- 23.2. The Deposit Bonus will only be granted on the date as specified in the promotional material.
- 23.3. The amount of the Deposit Bonus is a percentage of the deposited amount according to the promotional material.
- 23.4. The Deposit Bonus offer is limited to one Bonus per player on the day of the promotion.
- 23.5. In order to qualify for the Deposit Bonus, You must first have validated your account via SMS text message.
- 23.6. You can claim your Deposit Bonus at the time of deposit by choosing from the drop-down menu, or, by clicking on 'My bonus' in the main menu and then clicking on the banner for the Deposit Bonus.
- 23.7. The Deposit Bonus will be credited to your players account whereby, wagering requirements of 20 times the amount of the Deposit Bonus awarded will apply unless otherwise stated in the promotional material.

## **24. VIP Club**

- 24.1. To qualify for the VIP Club You must be an existing customer of KAJOT.
- 24.2. The VIP club is by invitation only! The invitation may be extended to players whose bets exceed:

EUR 5,000.00 in one month

EUR 10,000.00 over a three month period

Or whose total bets since registering exceed EUR 25,000.00.

and whose deposits exceed their withdrawals by at least EUR 500.00.

- 24.3. A VIP Welcome Bonus of EUR 50.00 will be credited to Your Members Account, once You are granted VIP Status. This Bonus is subject to wagering requirements of 30 times the amount.
- 24.4. VIP Club Members are entitled to a daily deposit bonus of 20% of the deposited amount, up to a maximum of EUR 50.00. Wagering requirements of 30 times the bonus amount apply. The daily deposit bonus must be claimed on the 'My Bonus' page before making a deposit.
- 24.5. VIP Club Members are entitled to Cashback under the Loyalty program.
- 24.6. VIP Club Members are entitled to the Top 10 Player Bonus.
- 24.7. VIP Half-Yearly Prize Draw
  - 24.7.1. Only VIP Club Members who have placed bets over EUR 25,000.00 in the previous half year will be eligible to participate in the prize draw.
  - 24.7.2. VIP Club Members who have won a prize in the VIP Half-Yearly Prize Draw will be exempt for the next 4 draws.
  - 24.7.3. The winner of the VIP Half-Yearly Draw will be awarded a bonus of EUR 500.00. There are no wagering requirements on this bonus.
- 24.8. You will be entitled to a birthday surprise to be determined by KAJOT.

## **25. PREMIUM VIP Club**

- 25.1. To qualify for the PREMIUM VIP Club You must be an existing customer of KAJOT and have a KYC approved account.
- 25.2. The PREMIUM VIP Club is by invitation only! The invitation may be extended to players whose bets exceed:
  - EUR 10,000.00 in one month
  - EUR 20,000.00 over a three month period
  - Or whose total bets since registering exceed EUR 50,000.00.and whose deposits exceed their withdrawals by at least EUR 500.00.
- 25.3. On acceptance of the invitation, a PREMIUM VIP Welcome Bonus of EUR 200.00 will be credited to Your Members Account. This Bonus is subject to wagering requirements of 20 times the amount.
- 25.4. PREMIUM VIP Club Members are entitled to a daily deposit bonus of 25% of the deposited amount, up to a maximum of EUR 100.00. Wagering requirements of 30 times the bonus amount apply. The daily deposit bonus must be claimed on the 'My Bonus' page before making a deposit.
- 25.5. PREMIUM VIP Club Members are not entitled to Cashback under the Loyalty program.
- 25.6. PREMIUM VIP Cashback:
  - 25.6.1. In order for the VIP Cashback to be awarded, your bets must exceed your winnings and your deposits must exceed your withdrawals

- 25.6.2. 10% of the difference between Your Bets and Your wins up to 10% of the difference between Your deposits and Your withdrawals from the previous week will be credited to Your Members Account, in the following week, on or before Wednesday.
- 25.6.3. If You do not place bets in one week, then the PREMIUM VIP Cashback continues as soon as You have placed bets.
- 25.6.4. The PREMIUM VIP Cashback will be credited to Your Members Account on or before the Wednesday of the next week.
- 25.7. PREMIUM VIP Club Members are not entitled to the Top 10 Player Bonus
- 25.8. Top 10 Players VIP Bonus
  - 25.8.1. The amount of the Top 10 Players VIP Bonus is EUR 100 plus 100 free spins
  - 25.8.2. The Top 10 Players VIP bonus offer is limited to one Top 10 Players VIP bonus per player per Month.
  - 25.8.3. The sum of the Top 10 Players VIP bonus is non-redeemable.
  - 25.8.4. At the start of each month, the Top 10 PREMIUM VIP Players from the previous month will be collated according to bet amount.
  - 25.8.5. Free games will not be taken into consideration regarding the Top 10 Players VIP Bonus.
  - 25.8.6. Your Top 10 Players VIP bonus will be credited at the latest on the 5th of the month to your players account.
  - 25.8.7. If you wish to know Your place in the ranking, contact KAJOT using the contact form or the live chat feature.
  - 25.8.8. Wagering requirements of 20 times the bonus amount apply
- 25.9. VIP Quarterly Prize Draw
  - 25.9.1. Only PREMIUM VIP Club members who have placed bets over EUR 50,000.00 in the previous quarter will be eligible to participate in the prize draw.
  - 25.9.2. PREMIUM VIP Club members who have won a prize in the VIP Quarterly Prize Draw will be exempt for the next 4 draws.
- 25.10. You will be entitled to a birthday surprise to be determined by KAJOT.
- 25.11. If You as a PREMIUM VIP Player do not deposit for 6 consecutive months, You will forfeit Your membership of the PREMIUM VIP Club. Should You wish to become a member again after this time it is only under the same conditions as becoming a member for the first time whereby the PREMIUM VIP Welcome bonus is not payable a second time.

## **26. Birthday Bonus Free spins**

- 26.1. Players who have a fully registered account and have made a deposit will be awarded 20 Free spins on their birthday.
- 26.2. The Birthday Bonus Free spins offer can only be redeemed once per player, per year.
- 26.3. The Birthday Bonus Free Spins must be claimed by clicking on the link to be found under Menu > My Bonus.
- 26.4. The maximum win through Free spins is EUR 1,000.00 Once the maximum win has been exceeded, all remaining free spins will be forfeited.

- 26.5. Unless otherwise stated, the Birthday Bonus Free spins are valid for 14 days only.
- 26.6. Free spins can be redeemed on any of KAJOTs slots.

## **27. General Conditions for Competitions**

- 27.1. Competitions generally run for one or more whole days. A day starts and finishes at midnight CET. The time frame of the competition is as stated in the promotional material.
- 27.2. You may take part in any of our competitions by depositing and wagering the required real money amount as stated in the promotional material.
- 27.3. The winners of competitions are determined by one of the following criteria:
  - 27.3.1. by prize draw.
  - 27.3.2. by the highest amount wagered during the competition time frame.
  - 27.3.3. by the highest percentual win during the competition time frame.
- 27.4. Winning players shall be contacted by email.
- 27.5. In the case of physical prizes, the player is obliged to confirm their address within 7 days. Only one delivery attempt will be made to said address. For physical prizes that are sent to your preferred address, no warranty shall be given by KAJOT. No cash compensation will be offered in the place of the physical prize.
- 27.6. Bonuses given as prizes shall be without wagering requirements and will be valid for 3 months. If after 3 months, the bonus amount has not been wagered, you shall forfeit the bonus.
- 27.7. Free spins are valid for 24 hours after the time of crediting to your account. The maximum win from free spins is EUR 1,000.00. Once a win has been made of EUR **1,000.00** or more, the remaining free spins shall be forfeited.
- 27.8. KAJOT reserves the right to modify the structure of its competition conditions and to exclude players without notification.