

**APPROVED**

BY ORDER № 4 OF 8/9/2023  
OF LIMITED LIABILITY COMPANY NATIVE APPS

**LIMITED LIABILITY COMPANY NATIVE APPS**, EDRPOU Code 43488489, registered address: Ukraine, 04123, Kyiv, Svitlytskoho street, building 35, office 108/4, which operates in accordance with the legislation of Ukraine under the License for the organization and operation of casino gambling on the Internet, issued by the Commission for Regulation of Gambling and Lotteries on 12/22/2022, respectively, decision № 434 of 12/13/2022 (hereinafter - the Organizer), on the one side, and

An individual who, at the time of entering into this Public Offer Agreement on Participate in Gambling Game has attained the age of 21 years, has the full civil capacity, and is not in the Register of persons whose access to gambling establishments and/or participation in gambling is restricted and/or gambling participation and who can use at his discretion the web portal <https://supergra.ua> and/or SuperGra Mobile Application (hereinafter - the SuperGra Portal/Mobile Application) to participate in gambling games (hereinafter - the Player and/or the Client), on the other side, hereinafter together referred to as the Parties and each separately as the Party, having previously read the general requirements in force of this transaction and the provisions of the Applicable Laws of Ukraine on gambling and financial monitoring, have concluded these Public Offer Agreement on Participate on Gambling Game (hereinafter - the Agreement) as follows:

**Gambling Game** - any game that requires the Player to place a bet that gives them the right to receive a winnings (prize), the probability and size of which depend wholly or partially on chance, as well as the knowledge and skill of the Player.

**Accept (or Acceptance)** - the Player's full and unconditional consent to the conclusion of the Agreement in its entirety by registering on the the SuperGra Portal/Mobile Application and creating a Player's Client Account.

**Winnings (Prize)** - money, property, and property rights to be paid (given out) to a Player in case he wins a gambling game in accordance with the Agreement and the Rules of Gambling.

**Responsible Gaming** - the basic principle of the organization and conduct of gambling, which regulates the implementation by gambling organizers of measures to prevent and minimize the negative consequences of an individual's participation in gambling, as well as measures aimed at organizing self-restriction and self-monitoring for players.

**Player** - an individual who has reached 21 years of age at the moment of registration on the Website and at the moment of participation in the game, has the full civil capacity and is not reported in the the Register of persons whose access to gambling establishments and/or participation in gambling is restricted, who is not under the influence of drugs, alcohol or any other intoxication, not considered undesirable by the Organizer, not otherwise restricted according to the Applicable Laws of Ukraine and/or the Rules of the Gambling Organizer, and/or the Responsible Gambling Rules (Principles), and/or Privacy Policy of the Organizer, and/or AML/KYC Policy of the Internet Gambling Organizer, and/or the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, who voluntarily participates in the Gambling Game on the the SuperGra Portal/Mobile Application, has concluded the Agreement with the Organizer and

unconditionally agrees with the Rules of the Gambling Organizer.

**Applicable Laws of Ukraine** - the Constitution of Ukraine, laws in particular, but not exclusively: The Law of Ukraine "On State Regulation of Gambling Activities" of 7/14/2020 № 768-IX (as amended and supplemented), the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Proceeds of Crime, Terrorist Financing and Financing Weapons of Mass Destruction Proliferation" of 12/6/2019 № 361-IX (as amended and supplemented), other normative legal acts, by-laws, in particular, but not exclusively, the Licensing Terms of Activities in the Sphere of Organization and Conduct of Casino Gambling in the Internet, approved by the Resolution of the Cabinet of Ministers of Ukraine of 12/21/2020 № 1341 (with further amendments and additions), existing international treaties, consent to which is provided by the Verkhovna Rada of Ukraine.

**Client Account** - an online account that is opened for the Player to participate in Gambling Games on the SuperGra Portal/Mobile Application and is part of the Organizer's online system, which provides the Player with full information about his actions, agreements entered into with the Organizer, the balance of electronic money substitutes and also contains the information necessary for the identification of the Player.

**License** - a license for the organization and operation of casino gambling on the Internet was issued to the Organizer by the Gambling and Lottery Regulatory Commission on 12/22/2022, pursuant to Decision № 434 of 12/13/2022.

**Online System** - the Organizer's online system for organizing and holding gambling games, namely: a set of software, technical, and hardware tools and means for the purpose of operating (including on the Internet) the system for organizing and holding gambling games, collecting and systematizing data on accepted bets, their accounting and registration, determination, accounting and payment of prizes, and other operations related to the organization and holding gambling games, as well as storing relevant information.

**SuperGra Mobile Application** - various software designed to function on mobile devices with different operating systems (IOS, Android, etc.), using which the Player can have access to the tools and functions of the SuperGra Portal/Mobile Application from a mobile device.

**Offer** - the Organizer's offer to the Player to enter into the Agreement in order to participate in the Gambling Game, on the terms and conditions set out herein, which is posted on the SuperGra Portal/Mobile Application.

**Privacy Policy** - is a document containing the conditions and rules established by the Organizer, in which the Organizer, in accordance with the Applicable Laws of Ukraine, informs the Player about the processing of his personal data, in particular about the categories of the data collected, the purposes and the legal grounds for their processing, as well as the rights of sub-personal data and the sequence of implementation thereof. The Privacy Policy is posted by the Organizer on the Portal on the link: <https://supergra.ua/uk/privacy>.

**Services** - a service or several services in the field of Gambling Games, namely the organization and conduct of casino gambling on the Internet.

**Rules of the Gambling Organizer** - a document developed and approved by the Organizer, containing the terms and rules of the LIMITED LIABILITY COMPANY NATIVE APPS Gambling Organizer and regulating the detailed procedure and characteristics of the Organizer's activity in organizing and holding gambling games. The Rules of the Gambling Organizer are posted by the Organizer on the link: <https://supergra.ua/uk/gambling-rules>

**Bet** - cash and/or electronic money substitutes, transferred by the Player to the Organizer, is a condition of participation in the Gambling Game and based on the amount of which, according to the rules of such the Gambling Game, the amount of winnings (prizes) is determined.

**Authorized Body** - Ukrainian Commission for Regulation of Gambling and Lotteries.

Any other terms shall be defined and applied within the meaning of the Applicable Laws of Ukraine and in accordance with the common understanding in the field of Gambling Games.

2.1. The Agreement is a contract of adhesion within the meaning of Article 634 of the Civil Code of Ukraine and can only be concluded by acceding to it as a whole.

2.2. The Player guarantees that at the time of entering into the Agreement, he is at least 21 years old, has the full civil capacity, and is not on the Registry of gambling establishments and/or participation in gambling activities and that he enters into the Agreement voluntarily and freely and according to his inner will and convictions. The Player confirms and guarantees that he is not under the influence of drugs and/or alcohol and has no other restrictions under the Applicable Laws of Ukraine on the conclusion of the Agreement and participation in the gambling, and is not considered undesirable by other organizers of gambling.

2.3. For the purpose of the Agreement the Organizer fully claims that it has the right under the License to organize and conduct casino gambling activities on the Internet in accordance with the Applicable Laws of Ukraine.

2.4. If a Player (an individual), contrary to the Applicable Laws of Ukraine and the above, has taken part in the Gambling Game, the Agreement between the Organizer and such Player (an individual), is void with all the legal consequences of a void transaction.

2.5. From the moment the Player registers on the SuperGra Portal/Mobile Application and creates a Client Account, this fact is deemed to be confirmation of the Player's full and unconditional acceptance of the Offer and of the conclusion of the Agreement.

2.6. The moment referred to in clause 2.5 of the Agreement is a confirmation, that the Player is familiar with the Rules of the Gambling Organizer, the Rules of Online Casino Gambling, the Responsible Gambling Rules (Principles), the AML/KYC Policy of the Organizer of Online Casino Gambling, the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, agrees that the Organizer will provide services in accordance with the Rules of the Gambling Organizer, the Rules of Online Casino Gambling, the Responsible Gambling Rules (Principles), AML/KYC Policy of the Organizer of Online Casino Gambling, Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, as well as familiarized with the Privacy Policy.

2.7. If the Player does not agree with the terms of the Agreement and/or the Rules of the Gambling Organizer, the Player undertakes to immediately terminate his participation in the Gambling Game on the Organizer's SuperGra Portal/Mobile Application.

2.8. The fact of the Player's registration on the Organizer's SuperGra Portal/Mobile Application shows and gives grounds to believe that the Player is fully aware of the procedure of taxation of possible winnings, established by the Applicable Laws of Ukraine, including the debiting of possible bank charges.

2.9. The Player and the Organizer agree that the Agreement is legally valid, binding on the Parties, and does not require a paper and/or electronic signature by the Parties.

2.10. By concluding (accepting) the Agreement, the Player performing (each time) on the SuperGra Portal/Mobile Application or in the personal profile of the Client Account on the SuperGra Portal/Mobile Application actions to change the conditions for setting the language for providing (displaying) information (Ukrainian, Russian, English, etc.), at his own free will, inner freedom and desire, confirms that he allows the Organizer (employees, third parties involved in the provision of the Services) to further carry out/ provide any communication (email letters, communication in instant messengers, online chat, provide promotion/ advertising information, etc.) in the language

regarding which the Organizer received from the Player an electronic confirmation (consent) (on the SuperGra Portal/Mobile Application or in the personal profile of the Client Account on the SuperGra Portal/Mobile Application) about the choice of the language for providing (displaying) information.

2.11. The Agreement cannot be concluded with:

- citizens and/or nationals of a state which has in any way occupied part of the territory of Ukraine or commits aggression against Ukraine, is recognized by the Verkhovna Rada of Ukraine as an aggressor state or an occupying state, except those who have a valid permit for permanent or temporary residence in Ukraine;
- with persons on the sanctions lists;
- with persons who, under the Applicable Laws of Ukraine, are collaborators and/or engaged in collaborative activities;
- with persons supporting terrorist activities and subject to sanctions or similar measures in accordance with UN Security Council resolutions and/or Ukrainian legislation.

2.12. From the moment indicated in clause 2.5 of the Agreement, the Player confirms that he is fully informed that the Organizer has the right to modify the Agreement at any time, with or without notice to the Player. In addition, the Player is informed that the current version of the Agreement is published on the Organizer's SuperGra Portal/Mobile Application and is available without restriction.

3.1. According to the Agreement, the Organizer makes an Offer to the Player to take part (become a participant) in any of the casino Gambling Games posted on the SuperGra Portal/Mobile Application, according to the Rules of the Gambling Organizer, and the Player, who accepts the Offer by registering on the SuperGra Portal/Mobile Application, has the right to take part in Gambling Games, among those offered by the Organizer, by placing/bidding (betting).

3.2. Some of the Gambling Games posted on the Organizer's SuperGra Portal/Mobile Application may have special rules and conditions of participation (posted on the SuperGra Portal/Mobile Application).

3.3. The Player undertakes to read the Rules of the Gambling Organizer, and the specific terms and conditions for participation in a particular Gambling Game, the Rules of Online Casino Gambling, the Responsible Gambling Rules (Principles), and the Privacy Policy, the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, before placing/withdrawing a bet.

3.4. The moment and the fact of depositing/paying a bet are evidence that the Player has read and irrevocably agreed to the Rules of the Gambling Organizer, the Rules of Online Casino Gambling, the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling and the specific terms and rules for participation in a particular Gambling Game. At the time of acceptance of a wager in a particular Gambling Game, the offer agreement for participation in that particular Gambling Game is deemed to have been accepted (entered into) by the parties.

3.5. For any questions the Player has about Gambling Games, including, but not limited to, participation in Gambling Games, the Player is given the opportunity to contact the Organizer's Support Team by email [support@supergra.ua](mailto:support@supergra.ua) or phone numbers [+38093 772 32 77](tel:+380937723277), [+38099 772 32 77](tel:+380997723277), [+38097 772 32 77](tel:+380977723277) i [0800 300 583](tel:0800300583) (according to the tariffs of the Player's operator on the territory of Ukraine).

4.1. The Player undertakes to:

4.1.1. Comply with the requirements and fulfill obligations provided by the Applicable Laws of Ukraine, as well as the Rules of the Gambling Organizer, the Rules of Online Casino Gambling, the Rules (Principles) of Responsible Gaming, the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling and special rules and conditions of participation in a particular Gambling Game.

4.1.2. Provide accurate and truthful personal data in full in order for the Organizer to comply with the Applicable Laws of Ukraine, in particular, but not exclusively, to update personal data in case of changes, etc.

4.1.3. At the Organizer's request, submit for inspection an identity document containing information on the person's age.

4.1.4. Leave the Gambling Game immediately at the Organizer's request in case of refusal to provide the document(s) by which his identity and age can be established.

4.1.5. Not to act in any way that interferes with the Organizer's activities in organizing and running Gambling Games and to comply with the Rules of the Gambling Organizer.

4.1.6. Not to play Gambling Games if the Player personally is restricted from participation in Gambling Games and/or has the disease of gambling addiction, of which the Organizer is urgently notified.

4.1.7. Not to be under the influence of drugs and/or alcohol at any time, and not to have any restrictions as defined by the Rules of the Gambling Organizer and/or the Applicable Laws of Ukraine.

4.1.8. Implement the principles of responsible play and ensure, that they are rigorously enforced, in particular, but not exclusively:

- directly provide all necessary documents (originals, copies thereof) and information in accordance with the Applicable Laws of Ukraine, by which the Player can be identified by the Organizer, and immediately inform the Organizer of any obstacles and/or restrictions that prevent the Player from participating in Gambling Games;
- not to expect any bonus payments, gifts, and/or the provision of goods or services in any form, or other incentives, the provision of which is directly and/or indirectly conditioned on the Player losing any Gambling Game.

4.1.9. Immediately notify the Organizer of the fact(s) that a third party (third parties) is (are) illegally accessing and/or directly obtaining the Player's personal data, in particular, but not limited to, identity documents, Client Account on the SuperGra Portal/Mobile Application if the Player has become aware of such a fact.

4.1.10. Discontinue gambling and use of the SuperGra Portal/Mobile Application if signs of gambling addiction appear and seek qualified assistance from organizations, medical institutions, and/or medical professionals who provide medical assistance and treat gambling addiction. The contacts of these organizations and/or institutions can be found on the link:

<https://supergra.ua/uk/responsible>.

4.1.11. Immediately cease gambling and use of the SuperGra Portal/Mobile Application if the Player shows signs of or is under the influence of drugs and/or alcohol, as well as restrictions defined by the Rules of the Gambling Organizer and/or the Applicable Laws of Ukraine.

4.1.12. Not to make any demands, claims, lawsuits, including property claims, against the Organizer in case of violation of paragraphs 4.1.10, 4.1.11, and other terms of the Agreement, the Rules of the Gambling Organizer, and/or the Applicable Laws of Ukraine.

4.2. The Player has the right to:

4.2.1. Register on the SuperGra Portal/Mobile Application and directly manage the Client Account in

accordance with the terms of the Agreement, the Rules of the Gambling Organizer, and the Applicable Laws of Ukraine.

4.2.2. Receive quality Services by the Organizer, subject to the terms of the Agreement, the Rules of the Gambling Organizer, and the Applicable Laws of Ukraine.

4.2.3. Set personal limits on participation in Gambling Games using the SuperGra Portal/Mobile Application, in particular, but not limited to, limits on the funds planned to be spent, set limits on the maximum amount of bets and funds spent in accordance with the procedure provided by the Rules of the Gambling Organizer.

4.2.4. Exercise other rights stipulated by the Rules of the Gambling Organizer and/or the Applicable Laws of Ukraine.

4.2.5. Refuse to receive information (advertising) notifications from the Organizer.

4.3. The Organizer undertakes to:

4.3.1. Not in any way, directly and/or indirectly, act and/or influence the results of the Gambling on the SuperGra Portal/Mobile Application.

4.3.2. Through the SuperGra Portal/Mobile Application, provide Services in accordance with the Rules of the Gambling Organizer and in compliance with the Applicable Laws of Ukraine.

4.3.3. Conduct business under a valid license only with the types of casino gambling permitted on the Internet under the Applicable Laws of Ukraine.

4.3.4. Keep records of winnings (prizes), the value of which is constantly increasing and depends on the number of bets placed (cumulative or progressive jackpot) (if there are such winnings (prizes)).

4.3.5. Directly introduce and take measures to prevent participation in casino gambling on the Internet by persons under the age of 21, as well as persons who are subject to restrictions in accordance with the Applicable Laws of Ukraine.

4.3.6. Directly introduce and implement measures to counteract addiction to games, in particular, but not exclusively, to openly display information material on the SuperGra Portal/Mobile Application concerning addiction to games and responsible gaming: the age limit of the Player, the chances of winning, the principles of responsible gaming, signs of pathological and problematic addiction to games and places where qualified help is available in case of addiction to games.

4.3.7. Directly introduce and take measures to prevent Players from violating the Applicable Laws of Ukraine, by the Organizer's staff.

4.3.8. Deal with complaints from Players and others, in particular in electronic form, and provide answers within the time limits set out in the Rules of the Gambling Organizer.

4.3.9. Publish on the SuperGra Portal/Mobile Application and/or in the Rules of the Gambling Organizer the necessary information about the activities of organizations, treatment facilities, and/or medical professionals providing medical assistance and/or treating gambling addiction (contact details, telephone number of the support service).

4.3.9. Use online systems during the organization and conduct of gambling that prevent unauthorized interference with their operation or the creation of conditions for a predetermined outcome of the game.

4.3.10. Comply with the Applicable Laws of Ukraine and the Rules of the Gambling Organizer.

4.4. The Organizer has the right to:

4.4.1. Request additional documents from the Player in accordance with the Rules of the Gambling Organizer in order to identify (verify) the Player.

4.4.2. Process and store any information provided (entered) by the Player for and during the registration of the Client Account on the SuperGra Portal/Mobile Application or otherwise provided to the Organizer (including the IP and MAC addresses of the Player, data on his location, operating

system version, and configuration of the device by means of which the Player accesses the SuperGra Portal/Mobile Application, etc.).

4.4.3. Increase the minimum age of the Player to participate in gambling.

4.4.4. Suspend the provision of Services under the Agreement unilaterally, if the Player has violated the terms of the Agreement, the Rules of the Gambling Organizer, and/or the norms and requirements of the Applicable Laws of Ukraine.

4.4.5. Modify and/or supplement the terms of the Agreement, the Rules of the Gambling Organizer without notifying the Player. Furthermore, the Organizer responsibly claims, warrants, and represents that the current and valid version of the text of the Agreement, its appendixes, the Rules of the Gambling Organizer, etc. are posted on the SuperGra Portal/Mobile Application.

4.4.6. Refuse to pay winnings (prizes) to a person who is not legally a Player and/or who is not entitled to receive such winnings (prizes).

4.4.7. Fully exercise other rights in accordance with the Applicable Laws of Ukraine.

4.4.8. The Organizer has the right to send informational (advertising) messages to the Player in electronic form through the SuperGra Portal/Mobile Application, and/or to the Player's email, and/or in the form of SMS messages to the Player's mobile phone number and/or by making a phone call to the Player.

5.1. The Player's Client Account is used for the purpose of providing services for the Player's participation in the Gambling Game on the Organizer's SuperGra Portal/Mobile Application.

5.2. Mutual settlement operations related to the Organizer's acceptance of bets for participation in the Gambling Game, payment (issue) of winnings (prizes), return of funds deposited by Players on the Client Account on the SuperGra Portal/Mobile Application to participate in the Gambling Game are made in accordance with the Rules of the Gambling Organizer and the Applicable Laws of Ukraine.

5.3. Any payment and/or depositing operations by the Player shall be deemed to have been performed after the actual receipt of the funds in the Organizer's bank accounts and the acceptance of such funds by the Organizer.

5.4. The Player's Client Account transactions may be restricted or suspended by a banking institution and/or payment system in accordance with the provisions of the Applicable Laws of Ukraine.

5.5. The Organizer is not responsible for non-receipt of the funds to the Client Account of the Player or for delays in their transfer for any reason related to changes in the internal procedures of the institutions and organizations that perform banking and/or financial operations, or for force majeure reasons (failure of data transmission channels, authorization centers, etc.).

5.6. Player's operations of depositing money to pay for bets in the Gambling Game, refunding money deposited for participation in the Gambling Game through the Internet, and payment of winnings to Players are carried out in non-cash form using the Organizer's online system on the Internet, exclusively in compliance with the norms of the Applicable Laws of Ukraine.

5.7. The Player is solely responsible for the actions and correctness of making payments and keeping settlement documents.

5.8. In cases concerning technical failures in the Organizer's settlement system, payout operations to the Player are carried out in accordance with the Rules of the Gambling Organizer.

5.9. The Player shall not be allowed to play the Gambling Game by the Organizer on credit or installment payment terms, or on a subsequent payment basis, other than by credit or debit bank cards when the payment is authorized.

5.10. Before receiving a payout of the winnings (prizes) or bet to be refunded, the player must be identified in accordance with the procedure set out in the Rules of the Gambling Organizer.

5.11. The Organizer does not carry out operations of payment of the winnings (prize), its equivalent, and/or return of bets to any third parties, including persons in respect of whom the Player proposes the Organizer to carry out operations of payment of the winnings (prize), its equivalent or return of bets. The aforementioned condition (restriction) is not applied by the Organizer in cases where the return of a bet is requested by a person under the age of 21, an incapable person, or a person whose legal capacity is restricted, provided that the person who is his legal representative has applied for the return of the bet.

5.12. The Rules of the Gambling Organizer set out detailed procedures for accepting bets and making payments.

5.13. The Organizer has the right not to accept bets from Players without explaining the reasons, as well as from Players who violate the Agreement or the Rules of the Gambling Organizer, and reserves the right to close or temporarily block the Client Accounts of individual Players without prior notice.

6.1. Failure to perform and/or improper performance of the obligations under the Agreement shall result in liability of the guilty Party in accordance with the Applicable Laws of Ukraine.

6.2. The Organizer is relieved of responsibility for non-performance or improper performance of obligations to the Player if the Player has violated the terms of the Agreement and/or the Rules of the Gambling Organizer and/or the Applicable Laws of Ukraine.

6.3. The player is responsible for the accuracy of the documents and information he provides in accordance with the Applicable Laws of Ukraine.

6.4. The Organizer is not liable for any loss or damage that results from a Player's failure to take and/or inadequate measures to keep his Client Account and/or login details secret, or from third parties accessing the Player's Client Account through the fault of the latter.

6.5. The Organizer is not responsible for any loss and/or damage that the Player or a third party may suffer as a result of malfunctions of information technology facilities, caused by attacks, viruses, or other technologically harmful materials, while using the Organizer's SuperGra Portal/Mobile Application and/or downloading any materials posted on the SuperGra Portal/Mobile Application and any links located on the SuperGra Portal/Mobile Application.

6.6. If the Player violates the terms of the Agreement and/or the Rules of the Gambling Organizer and/or the Applicable Laws of Ukraine, the Organizer is entitled to terminate the Agreement unilaterally by sending to the Player a notice of termination, hereinafter – the Notice of Termination. In this case, the Agreement shall be terminated and shall be deemed to have been terminated in its entirety without the conclusion of any documents after one (1) calendar day from the date of the notice of termination of the Agreement.

6.7. In case of termination of the Agreement on the grounds stipulated in clause 6.6 of the Agreement, the Organizer is entitled to cancel all or part of the stakes, to annul the winnings (prizes), to close the Client Account of the Player and to charge the Player a penalty in the amount of 100% (one hundred percent) of the funds deposited in the Client Account by the Player.

6.8. Complaints of the Player are considered by the Organizer in the manner and terms determined by the Rules of the Gambling Organizer.

6.9. All disputes arising between and in connection with the Agreement shall be settled by negotiation.

6.10. If the relevant dispute between the Parties cannot be settled through negotiations, such a

dispute is subject to resolution in accordance with the Applicable Laws of Ukraine.

7.1. For non-performance and/or improper performance of their obligations under the Agreement, the Parties shall be relieved of liability in the event of force majeure circumstances.

7.2. Force majeure in the Agreement means any circumstances that arose out of the will or against the will or desire of the Parties and which cannot be foreseen or avoided, including military operations, civil unrest, global outbreaks of deadly virus epidemics, blockade, earthquakes, floods, fires, as well as decisions or instructions of state authorities and administration of the state of which the Player is a resident, or the state of which the Organizer is a resident, as a result of which additional obligations will be imposed on the Parties (or one of the Parties) or additional restrictions will be established and which make it impossible to continue full or partial execution of the Agreement, as well as any actions or events that affect the functioning of the online system of the Organizer of gambling and make it impossible for the Organizer to provide the Services properly.

7.3. If force majeure continues for more than 3 consecutive months, each Party shall be entitled to refuse to perform further obligations under the Agreement and, in such case, neither Party shall be entitled to compensation from the other Party for possible losses.

8.1. The Organizer shall process personal data under the Agreement, in the course of its execution, in compliance with the requirements and procedures provided for by the Applicable Laws of Ukraine.

8.2. The detailed procedure for processing personal data, the list of purposes and the legal and judicial grounds for processing, and the rights of data subjects are defined by the Organizer in the Privacy Policy.

8.3. The processing of personal data, the purposes and legal basis for the processing, and the rights of the data subjects are defined in the Privacy Policy, which forms an integral part of the Agreement and is posted by the Organizer on the link: <https://supergra.ua/uk/privacy>.

9.1. The Player has the right to independently suspend the Client Account (take action to block the Client Account himself) by contacting support by email [support@supergra.ua](mailto:support@supergra.ua) or phone numbers +38093 772 32 77, +38099 772 32 77, +38097 772 32 77 i 0800 300 583 (according to the tariffs of the Player's operator on the territory of Ukraine).

9.2. From the moment the Player sends a request to close the Client Account until its complete execution by the Organizer (the moment the Player receives the confirmation of the closure of the Client Account), the Player is fully responsible for any action with his own Client Account.

9.3. The Organizer has the right to charge the Player a fee for the amount owed to the Organizer, before taking action to close the Player's Client Account. Provided that the Client Account has been blocked, canceled, or deleted, the funds held on the balance at the time of closure are non-refundable and other funds are not credited, and/or transactions relating to cash transfers cannot be made in respect of them. The Player may not access such a Client Account again.

9.4. The fact that the Client Account has been canceled indicates that neither Party to the Agreement has any obligations towards the other.

9.5. The Organizer may take the action of blocking a Player's Client Account without providing any prior notice on the following grounds:

- i) It is decided by the Organizer to terminate the provision of services to all Users in general and/or to a specific Player.
- ii) For any reason, the Player's Client Account is linked to a previously deleted Client Account(s).
- iii) The blocked accounts of the Player are in any way connected to the Client Account, in which case the Organizer is entitled to close the Client Account without clarifying the circumstances of the connection to the blocked accounts of the Player, as well as to block the credentials on the said accounts in their entirety. Except as otherwise stated in the Agreement, the funds remaining in the Player's Client Account shall be returned to the Player within a certain period, immediately after the Organizer has withheld the amount of money owed by the Player to the Organizer.
- iv) The Player is a de facto participant or was about to become a participant in a criminal conspiracy or attempted hacking of the Online System.
- v) The Player has committed and/or taken action to interfere with the Organizer's software, including the manipulation of the software.
- vi) the Player has performed/has been performing actions with his own Client Account for an illegal purpose in accordance with the Applicable Laws of Ukraine.
- vii) The Player is guilty of publishing offensive and/or derogatory information on the SuperGra Portal/Mobile Application.
- viii) If a Player's Client Account has been inactive for 3 or more months, the Organizer has the right to close the Client Account or suspend its operation without giving prior notice to the Player.
- (ix) In cases provided for by the Applicable Laws of Ukraine.

9.6. The Agreement may be terminated by agreement between the Parties, except as provided for in the Agreement.

10.1. The content of the SuperGra Portal/Mobile Application (both as a whole and each element separately) is subject to copyright and other intellectual property rights owned by the Organizer or used under license from third-party rights holders. All files contained on the SuperGra Portal/Mobile Application can only be downloaded to a single personal computer or similar device and may only be printed for personal, non-commercial use.

10.2. The use of the SuperGra Portal/Mobile Application does not in any way grant the Player any intellectual property rights (e.g. copyrights, know-how, or trademarks) belonging to the Organizer or any other third party.

10.3. The use or reproduction of the commercial name, trademarks, or other intellectual property rights contained in the SuperGra Portal/Mobile Application is prohibited without the prior written consent of the Organizer.

10.4. The player will be personally liable for any loss, damage, or expense arising out of or in connection with the commission of any prohibited activity. The Player must notify the Organizer immediately if he becomes aware of any of the prohibited activities being carried out by any person (such as another visitor or Player) and assist the Organizer in any investigations it may carry out in the light of the information provided by the Player in this respect.

10.5. The Organizer is granted, free of charge, all exclusive intellectual property rights to materials (such as photographs, questions, comments, text messages, etc.) that are sent to the SuperGra Portal/Mobile Application and do not contain the personal data of the Players.

10.6. The Organizer is not responsible for the materials published by Visitors and/or Players on the SuperGra Portal/Mobile Application but reserves the right to remove materials that contradict the Applicable Laws of Ukraine, the Rules of the Gambling Organizer, the Agreement, and to provide such information to the authorized bodies.

11.1. The SuperGra Portal/Mobile Application may contain links to other websites which are also outside the Organizer's control and which are not mentioned in the Agreement and/or the Rules of the Gambling Organizer. The Organizer is not responsible for the content of any third-party websites, the acts or omissions of their owners, the content of advertising from third parties, and the sponsorship on these websites. Hyperlinks to other websites are provided for information purposes only. The Visitor/Player clicks on such links at his own risk and responsibility.

12.1. Information provided by the Player is confidential.

12.2. Proliferation of personal data without the Player's consent is permitted in cases determined by the Applicable Laws of Ukraine.

12.3. From the moment of acceptance of the offer by the Player and conclusion of this Agreement (from the moment of registration of the Player on/in the SuperGra Portal/Mobile Application of the Organizer and creation of the Client Account), the Player agrees to receive information (advertising) messages from the Organizer in electronic form through the SuperGra Portal/Mobile Application and/or by email, and/or in the form of SMS messages to the mobile phone number, by receiving phone calls. In case the Player wishes to refuse to receive information (advertising) messages in electronic form through the SuperGra Portal/Mobile Application and/or by email, and/or in the form of SMS messages to a mobile phone number, and/or by making phone calls, he/she must contact the Organizer's support service with a corresponding application to the email address [support@supergra.ua](mailto:support@supergra.ua).

12.4. The Agreement is open-ended and is valid until its termination by either Party in accordance with the procedure established by the Agreement, the Rules of the Gambling Organizer, and the Applicable Laws of Ukraine. The Agreement shall be deemed to have been agreed to by the Player and concluded at the Organizer's registered office from the date of acceptance.

12.5. The relations arising under the Agreement shall be governed by the Applicable Laws of Ukraine.

12.6. The Parties confirm that the Agreement does not constitute a sham or fraudulent transaction or a transaction concluded under the influence of pressure or fraud.

12.7. In the event that one or more provisions of the Agreement and/or the Rules of the Gambling Organizer, and/or the Rules of Casino Gambling on the Internet, and/or the Responsible Gambling Rules (Principles), and/or the Privacy Policy of the Organizer and/or AML/KYC Policy of Casino Gambling on the Internet, and/or the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, other provisions are considered legal and not invalid according to the Applicable Laws of Ukraine. Part of the terms of the Agreement and/or the Rules of the Gambling Organizer, and/or the Rules of Online Casino Gambling, and/or the Responsible Gambling Rules (Principles), and/or the Privacy Policy of the Organizer, and/or the AML/KYC Policy of the Organizer of Online Casino Gambling, and/or the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, which has become invalid or unenforceable, shall be changed in accordance with the Applicable Laws of Ukraine. The changes should reflect the original targets as closely and accurately as possible.

12.8. The Organizer can, at its sole discretion, modify or supplement any service offered on the SuperGra Portal/Mobile Application at any time in order to maintain and update the SuperGra Portal/Mobile Application, including new games, remove existing games, change the interface of the SuperGra Portal/Mobile Application, etc.

12.9. In the event of any malfunction in the SuperGra Portal/Mobile Application system or any error in the Gambling Game (deviation from the normal functioning of the game logic for whatever reason), the Organizer will attempt to rectify the situation as soon as possible. The Organizer assumes no responsibility for IT malfunctions caused by the equipment used by the visitor/Player or other visitors/Players to access the SuperGra Portal/Mobile Application or for the malfunctioning of the visitor's/Player's or other Players' Internet service provider or the Organizer's Internet service provider.

12.10. In the process of using the SuperGra Portal/Mobile Application Services, certain circumstances may arise when a bet was accepted or payment was made with errors on the part of the Organizer (for example, incorrect setting of the conditions for accepting game bets on the part of the Organizer as a result of an obvious error or omission when entering information, or as a result of a malfunctioning software, or as a result of an error made by the Organizer in calculating the number of winnings/refunds due to the Player, including as a result of incorrect data entry manually or automatically).

12.11. The Organizer reserves the right to restrict or cancel any bet accepted in error, including on the grounds set out in clause 12.10 of the Agreement.

12.12. If the Player has used the funds credited to his Client Account or transferred to him by mistake to place his next bet or gamble, the Organizer may cancel such bets and/or any winnings that the Player may receive using such funds, and if the Organizer has already paid the Player funds for such bets or Gambling Games, these amounts will have to be immediately returned to the Organizer at the first request.

12.13. Neither the Organizer (including its employees or agents) nor its partners or contractors are liable for any loss, including loss of winnings, resulting from errors in the Organizer's online system (including technical failures) that occur either on the Player's or the Organizer's side.

12.14. The Organizer and its licensors, distributors, subsidiaries, affiliates, and all employees and directors shall not be liable for any loss or damage which may result from the interception or misuse of any information transmitted over the Internet.

12.15. The Organizer reserves the right to amend, edit, update, and modify the Agreement and/or the Rules of the Gambling Organizer and/ or the Rules (Principles) of Responsible Gaming and/or the Privacy Policy of the Organizer, the AML/KYC Policy of the Organizer of Online Casino Gambling, the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, in accordance with new laws or regulations, as well as for reasons related to the improvement of the Player's service.

12.16. The Organizer reserves the right at any time without prior notice to modify the operation of the SuperGra Portal/Mobile Application, the software, and the procedure for providing the Services, as well as in accordance with the Applicable Laws of Ukraine to change the requirements for the access and use of the Services.

12.17. If the player does not agree to the changes in the new version of the Agreement, and/or the Rules of the Gambling Organizer and/ or the Responsible Gambling Rules (Principles), and/or the Privacy Policy of the Organizer, the AML/KYC Policy of the Organizer of Online Casino Gambling, and/or the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, he should stop using the SuperGra Portal/Mobile Application and/or close the Client Account on the SuperGra Portal/Mobile Application. Continued use of any part of the SuperGra Portal/Mobile Application after an update of the Agreement, and/or the Rules of the Gambling Organizer and/ or the Responsible Gambling Rules (Principles) and/or the Privacy Policy of the Organizer, and/or the AML/KYC Policy of the Organizer of Online Casino Gambling, and/or the Terms and Conditions of the Promotion Policy of the Organizer of Online Casino Gambling, will

automatically be deemed to be the Player's acceptance and agreement of the said changes. This includes an agreement in particular in relation to any additions or other changes to the information relating to the Organizer.