

Version: 6.0

Last Updated: 15.06.2023

1. General

1.1

This website, Vera&John, (the "Website") is operated by Dumarca Gaming Limited ("we", "us" or "Dumarca"), a company registered under the laws of Malta (registration number: C50898) whose registered office is at The Emporium, Level 4, St Louis Street, Msida, MSD1421, Malta.

1.2

Dumarca is authorised and regulated by:

- a. in respect of services offered to Swedish residents, Swedish Gambling Authority, license no. 18Li7410, issued by the Swedish Gambling Authority, entering into effect on 1 Jan 2019, valid until 31 Dec 2023;
- b. in respect of services offered to all other customers, the Malta Gaming Authority, under licence number MGA/CRP/169/2009.

1.3

These terms and conditions (the "Terms and Conditions") govern access to, and use of, the Website, and constitute a legally binding contract between Dumarca and you as the registering player ("you" or "User"). By accessing and using the Website, you agree to be bound by these Terms and Conditions. These Terms and Conditions apply to all gaming with us via any device, including downloadable applications on a mobile device.

1.4

These Terms and Conditions are subcategorised for your ease of reference and understanding. It is important that you review these Terms and Conditions carefully. If you do not agree to be bound by these Terms and Conditions, please do not use the Website.

1.5

These Terms and Conditions include and incorporate a number of additional terms, as follows:

- any rules for a game you choose to participate in ("Rules");
- Our promotional terms, which apply to specific promotions or offers from time to time ("Promotional Terms"); and
- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you or that you provide to us.

1.6

In the event of a conflict between these Terms and Conditions and any of the Rules, the Promotional Terms and/or the Privacy Policy, the provisions of, as applicable, the Rules, the Promotional Terms and/or the Privacy Policy shall (to that extent only) prevail.

1.7

We may update these Terms and Conditions from time to time. Dumarca will notify you of any significant updates to these Terms and Conditions before they come into effect. If you do not agree to be bound by the updated Terms and Conditions, you should close your account and withdraw any available balance. We may make minor changes to these

Terms and Conditions from time to time, and you are advised to review these Terms and Conditions, together with the specific Rules for each game you choose to play, regularly in order to remain up to date with any changes. You can easily identify whether these Terms and Conditions have changed by referring to the [version number and] date of the current Terms and Conditions stated at the top of this page.

2. Account opening and verification checks

2.1

To open an account on the Website, the User must register personally. You must be of legal age (18 years of age or older if required in the jurisdiction where you live) to open and make use of an account with us. You must also be of mental capacity to take responsibility for your own actions and to enter into an enforceable contract with us. If we have reasonable grounds to believe that any account is being operated by anyone under the age of 18, the account will immediately be closed and all funds deposited will be returned to the minor (less any winnings already paid out).

2.2

It is your responsibility to determine the legal status of internet gambling in your jurisdiction and act accordingly. The availability of the Website in any particular jurisdiction does not constitute an offer or invitation by Dumarca to use the services offered by the Website. You must not mask, disguise, anonymise or hide your IP (i.e. by using a VPN) while accessing the Website. Dumarca accepts no liability whatsoever with respect to actions by players where internet gambling is illegal and/or which is in violation of this clause of the Terms and Conditions. Users who are resident in Malaysia, China, Hong Kong or the U.S are not allowed to open an account. We do not permit accounts to be opened by, or used from, Users based in certain jurisdictions (including the U.S). The list of jurisdictions is determined by the legality of online gambling in the relevant countries and may be changed by us from time to time. In addition, certain of our games may only be accessed and played in certain jurisdictions.

2.3

You must submit the correct personal information requested during registration, including your full name, home address, date of birth, e-mail address, telephone number, and relevant payment information. It is your sole responsibility to ensure that the information you provide is true, complete and correct, and is kept up-to-date.

2.4

By accepting these Terms and Conditions, you agree that we are entitled to carry out any identity, credit or other verification checks that we may reasonably require and/or are required of us under applicable laws and regulations or by regulatory authorities. We may supply the information you give us to authorised credit reference agencies, identity verification services and/or fraud prevention agencies to confirm your identity. We may also carry out telephone verification with you. Such information will be processed in accordance with our Privacy Policy.

2.5

You agree to provide us with any information we request to assist with our verification checks, and we reserve the right, for the avoidance of doubt only if it is direct connected to our obligations in accordance with the Money Laundering Act and the Gambling Act, to request documents to verify the following: (i) your identity, such as a valid photographic ID (e.g. a copy of your National Identity Card, Passport or Driving Licence); (ii) your residential address (for example, copies of bank statements and/or utility bills); and (iii) proof of ownership/authorisation to use a certain payment method (for example, a screenshot of the account (i.e. Neteller) that corresponds to the payment method). We may request that you provide any of these documents certified to attest their credibility. We may also use additional verification tools available to us in order to verify the authenticity of any documents you provide. Furthermore, if we have reasonable grounds to believe that any documents provided by you are not genuine or are inaccurate, we reserve the right to refuse such documents. Depending on the verification check, documents need to be dated within the last three months or within the last 12 months, this will be clearly specified upon the request.

Dumarca reserves the right to restrict any account until the relevant verification checks have been carried out to our reasonable satisfaction and to the standard required of us under applicable laws and regulations. Dumarca further reserves the right to close your account and return any remaining balance if verification checks have not been carried out to our reasonable satisfaction within 30 calendar days from our first request for documents. Dumarca will only ask you to provide the mentioned documentation/information if it is reasonable to do so for us to fulfil our obligations in accordance with applicable laws. Therefore please note that you may be requested to provide documentation/information in accordance with this clause not only when registering as a customer but ongoing through your period as a customer with Dumarca. Information/documentation will, unless special reasons are at hand, mainly be requested when registering, depositing or withdrawing.

2.6

Until such time as any verification checks have been adequately concluded, any withdrawal request that you make will be pending. Once we have verified your identity, the withdrawal will be actioned. If your account has been restricted for not providing age verification information only, you may withdraw any remaining funds (excluding any winnings on your account) without providing such verification and your account will be closed.

2.7

We will comply with applicable data protection laws in respect of the personal information you supply to us, and we will only use your personal information in accordance with our Privacy Policy.

2.8

Dumarca may, at its own discretion, refuse to open an account for any individual. The company reserves the right to close a player account, but contractual obligations already made will be honoured.

3. Use of your account

3.1

You agree to abide by these Terms and Conditions at all times and, in particular, not to:

- use the Website other than for your own personal use, and not to act in the interests of any third party;
- utilise monies obtained from criminal or fraudulent activities;
- credit accounts with any payment method you are not authorised to use, which includes the use of corporate cards or corporate accounts;
- try to hack the Website or to alter its code in any way;
- adopt any criminal behaviour against Dumarca, its affiliates, and its other users; and/or
- choose a username which infringes our trademarks or company names, or which is abusive or offensive towards our other users.

3.2

You may only hold one account with the Website. Users holding two or more accounts for any reason should inform us without delay. If we identify any User with more than one account, we will close any duplicate account(s) and return any withdrawable funds. If we have grounds to believe that one or more account(s) have been opened with the intention to mislead or defraud Dumarca, we may cancel any pending transaction(s) related to such conduct and close any or all of the account(s).

3.3

You may not apply for an Account or use any of our Services if you or a member of your household are or have, in the last two years, been employed with Dumarca Gaming Limited. For the purposes of this clause “employee” includes third party contractors such as licensors, software suppliers, developers or partners and all those persons in any way affiliated with us.

3.4

User must keep their login details and password secret at all times. We will not be held liable for unauthorised access to your account if you do not safeguard this information. We are entitled to assume that all play on your account is from you.

3.5

You can at any time log in to your account and view your account history, including deposits, bonus credits, winnings, wagers and withdrawals. Should you notice any mistakes, you should immediately notify Dumarca so that it can be reviewed and rectified as necessary.

3.6

If no transaction has been recorded on your account for twelve (12) consecutive months, your account will be deemed 'inactive'. If, once your account is 'inactive', Dumarca is unable to contact you after making reasonable attempts to do so, we will charge a per month administrative fee to your account. Dumarca will have no obligation to return fees deducted in this way as they are no longer considered to be customer funds once they have been deducted. Fees on inactive accounts can bring your account balance to zero. The company shall also reserve the right to use the inactivity fees to fund responsible gaming endeavours.

Administrative fees shall only be refundable upon proof of a health impediment during such inactive period.

3.7

You are not permitted to transfer, sell and/or acquire accounts to / from other Users. If we have reasonable grounds to believe such activity has occurred, we reserve the right to suspend and/or close the account in question.

4. Deposits & Withdrawals

4.1

In order to adhere to applicable laws and our regulatory requirements, you must only use debit or credit cards and other payment methods that are valid and that lawfully belong to you. Deposits with corporate cards or from corporate accounts are prohibited. In the event that we identify, or have reasonable grounds to believe, that a payment method does not belong to you, we will void any winnings arising from the relevant deposit(s) and we reserve the right to close your account.

In the case of deposits via credit and debit cards, you may be requested, in our reasonable discretion, to submit a copy of the front and back of the relevant credit card showing only the first six and last four digits on the front, and hiding the CVV2 number from the back.

4.2

We hold all customer funds separate from company funds in an accredited banking institution pursuant to chapter 13 of the Gambling Act (SFS 2018:1138).

In the event of insolvency, your funds are therefore protected.

4.3

You should only deposit money into your account for the purposes of entering into a gambling transaction. In circumstances where we reasonably believe that you are depositing money without any intention to enter into a gambling transaction, we may investigate your account in accordance with these Terms and Conditions.

4.4

We reserve the right to decline a gambling transaction if your account is restricted in our reasonable discretion. All gambling transactions are entered into at your own discretion.

4.5

No interest is payable on account balances, irrespective of the amount held in your account. Accordingly, you should not in any way treat Dumarca as a financial institution.

4.6

No credit is permitted. It is your responsibility to maintain sufficient funds in your account, and to stake your funds accordingly. Gambling transactions will not be confirmed if there are insufficient funds in your account. We reserve the right to void any stake which may be inadvertently placed or accepted if your account does not have sufficient funds to cover the whole of the stake.

4.7

As required under our regulatory obligations, we may request more information about the source of any funds deposited by you. This could include copies of bank statements, pay slips and/or additional evidence of other source of funds, such as proof of the sale of a property or a will). If we request information on your source of funds, you must provide the information within 28 days. If you do not provide the requested information within the period given, we may restrict your account until the information has been provided and verified by us. Dumarca may, acting reasonably, restrict or close any account where the response to such requests is not satisfactory. We may also pass on such information to any relevant authority if required to do so by applicable laws.

4.8

If Dumarca mistakenly credits your account with winnings that do not belong to you, whether due to a technical error, human error or otherwise, the incorrectly credited amount will remain the property of Dumarca. If, prior to us becoming aware of the error, you have withdrawn funds that do not belong to you, without prejudice to any other remedy and action that may be available to us by law, the mistakenly paid amount will constitute a debt owed by you to Dumarca. In the event of an incorrect crediting, you should notify Dumarca immediately by email.

4.9

Bonus funds from a welcome bonus may be credited to your account as part of a promotion or marketing campaign. These bonus funds cannot be directly withdrawn/paid-out, but must be used for the placing of wagers on the Website. Depending on the promotion, these bonus funds may be convertible to real money after fulfilling a specific set of criteria for the promotion. Please refer to specific Promotional Terms.

4.10

Funds cannot be transferred from your account to the account of another User or vice versa.

4.11

In order to withdraw any amount of money from a player account, the full amount of the deposit must be wagered at least once. Dumarca reserve the right to impose a 30% processing fee if any circumstance authorised by them warrants a withdrawal before the full amount is wagered.

4.12

Withdrawals to credit / debit card are possible to Visa or Visa electron. Unfortunately MasterCard does not currently facilitate this functionality.

4.13

In line with the applicable laws, Dumarca will remit amounts only to the same payment method from where the funds deposited into your account originated.

4.14

Credit / debit card withdrawals are processed to the card(s) that were originally used to deposit. Should a User have more than one registered credit/ debit card, the withdrawal will be processed to the primary credit/ debit card (being the account from which you deposited the most of your deposited funds within the last 6 months), assuming withdrawals to this card are possible (e.g. in the case of MasterCard, to which payouts are not possible).

4.15

Withdrawals to credit/ debit cards usually take between 3 to 5 working days.

4.16

The full credit/ debit card information is never stored by Dumarca and always transmitted in an encrypted way for your security.

4.17

Without restricting our ability to rely on other remedies that may be available to us, we may cancel any of your withdrawal requests or void any winnings if we suspect that you are:

- acting other than on your own behalf or otherwise in concert with others;
- engaging in illegal or fraudulent activity; or
- breaching any of these Terms and Conditions.

4.18

Deposits to and withdrawals from an account shall at all times be made through a Financial Institution or a Payment Solution Provider. The procedures, terms and conditions, availability, fees and processing time for deposits/withdrawals may vary depending on the relevant Financial Institution or Payment Solution Provider. For further information please see [here](#).

5. Complaints and Dispute Resolution

5.1

If you have any complaint regarding the Website or any of our services, you are recommended to email customer support on support.se@casino.verajohn.com or call the numbers below:

Malta: + 356 277 80428

Sweden: + 46 8 124 51423

United Kingdom +442036080424

5.2

If Users have a query with regard to any particular transaction, Users may also contact Dumarca at support.se@casino.verajohn.com with details of the transaction in question. Dumarca will review any queried or disputed transaction promptly.

5.3

We recommend that any complaints should first be raised with our Customer Services team. If you do not agree with the decision made by our Customer Services team, you can escalate this complaint to the Customer Support Manager at complaints@casino.verajohn.com. Dumarca will resolve any complaint promptly within ten (10) days from when the complaint is received by Dumarca, and the decision taken will be communicated by email. If more time is required to respond to the complaint, we may extend the period by a further 10 days and will notify you accordingly.

5.4

If you are not satisfied with the outcome, you also have the option to refer your complaint to ARN (Allmänna reklamationsnämnden).

5.5

Alternatively, you can raise your complaint to the Online Dispute Resolution (Online Dispute Resolution -ODR). The ODR platform will aid in the resolution of your complaint by facilitating communications between parties.

6. Responsible Gambling

6.1

You may, at your discretion, ask us at any time to exclude you from placing any transactions on the Website for a specific time period. You can do this online, by visiting the Limits sections of your account, or by contacting Customer Services. In asking us to exclude you, you acknowledge and agree that we will suspend your account and prevent you from gambling on the Website for the period requested. Applying a self-exclusion will not affect any pending withdrawal, unless verification documents are requested in line with our Know Your Customer process.

The self-exclusion will be applied to all websites operated by Dumarca. You are able to extend the self-exclusion to our Group. There may be a short delay in applying the self-exclusion to websites operated by other members of our Group. Please note that the self-exclusion will not apply to websites not listed within our group, as those companies are not members of our group. If you wish to self-exclude from those websites then please contact the relevant operator, or use Spelpaus as set out in 6.5 of these Terms and Conditions.

6.2

When you self-exclude, we will attempt to return your withdrawable funds to you. If, after a reasonable period, we are not able to return your withdrawable funds (because, for example, we are not able to contact you), we may donate the relevant amount to a charity of our choice.

6.3

It is not possible for us to override or remove any self-exclusion period once set.

Bonuses may expire during the suspension of your account; we cannot reinstate any expired bonuses once the account is re-activated.

6.4

If you wish to reactivate your account after the period of self-exclusion has expired, you may only do so by contacting Customer Services and requesting the self-exclusion be lifted. Any request to remove the self exclusion after the specified period has expired will be subject to a "cooling off" period, after which your account will be re-activated. If you wish to extend the Self-exclusion, you can do so by contacting Customer Support.

6.5

We will remove your name and details from any marketing databases we have once your self exclusion has been implemented, whether requested directly with us or via Spelpaus. We will take all reasonable steps to ensure that self-excluded accounts do not receive any marketing material from us. However, there may be a short delay between your self exclusion and marketing materials being stopped, if you self-excluded on one of our sites the delay is up to 72 hours, if you self-excluded on Spelpaus the delay is up to 24 hours. Self-excluding from our Website will not affect your marketing preferences with third parties, including with advertising websites or other third party affiliates over which we have no control. We strongly recommend that you contact any such parties and opt out from receiving any marketing material from them. We also recommend you consider self-excluding from any other online gaming operators with which you have an account if you have not self-excluded via Spelpaus.

6.6

Should you opt to self-exclude, we will take all reasonable steps to detect and prevent you from registering a new account on the Website. You should not attempt to open an account on any website operated by Dumarca or any other member of its group whilst you have opted for self-exclusion. Any accounts found to be in use of a self exclusion agreement will be closed as soon as such use is discovered.

6.7

We shall have no responsibility or liability to you or any third party for any gambling activity that takes places (including to refund any losses) if you circumvent our self-exclusion procedures by fraudulent means or by deliberately entering incorrect information.

6.8

Time-Out

You may temporarily take a break from gambling on the Website (twenty four (24) hours minimum). You can do so online by visiting the Limits section of your account, under 'Self-exclusion'. On confirming the Time-Out, your account will be immediately suspended and it will not be possible to log in until the selected duration has expired.

6.9

Limits

You may at your discretion choose to set limits on your account. You may:

- Deposits; set a limit on the amount you may deposit within a specified period of time; and/or
- Session: set a limit for an active session in order to better manage the time you spend gambling; and/or
- Losses: set a limit for how much can be lost from your account of deposited funds (i.e. winnings subtracted from the amount spent) for a given period.

7. Account closure

7.1

You may close your account at any time by contacting Customer Services on support.se@casino.verajohn.com or online by visiting the Limits section of your account. Closure via customer support will be implemented within 24 hours and you will receive a confirmation via e-mail. You remain responsible for any activity on your account between the time of your request and the closure of the account.

7.2

If we discover, or have reasonable grounds to believe, that you are engaging, or have engaged, in one or more of the following activities:

- (i) cheating (including by counting cards or exploiting a game or game fault); and/or
- (ii) colluding with others or distorting normal game play in any way (including by working together to exploit a game or game fault, using "bots" or similar software, or manipulating software); and/or
- (iii) fraudulent behaviour or criminal activity (including money laundering or credit card fraud); and/or
- (iv) deliberately breaching these Terms and Conditions in your use of the Website or participation in the games, then we may conduct an investigation and restrict your account pending its outcome (including any pending withdrawal request). If, after investigating, we reasonably believe that you were engaging in one of the above activities, we will close your account. We may also close your account in the following circumstances:
- (v) you do not pass the verification or source of funds checks to our reasonable satisfaction;
- (vi) we reasonably believe that you are underage; or
- (vii) you have provided false or misleading information to us.

We may provide your personal information to a third party investigating your activity or account (as set out in our Privacy Policy).

7.3

Dumarca may restrict, block or close your account and withhold funds if so required by applicable law.

8. Specific Rules for casino games

8.1

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

8.2

Every User determines the value of their stakes, in accordance with the limits of each casino game. It is your responsibility to make sure that all details of the gambling transaction are correct.

8.3

The Website operates with a Random Number Generator (RNG), which guarantees a randomised outcome for each game and the integrity of the product and games. The RNGs has been tested and verified for randomness by approved independent third parties. Both the 'Play for Fun' and 'Play for Real' modes use exactly the same Random Number Generator.

9. Limitation of Liability

9.1

You enter the Website, and participate in the games, at your own risk. The Website and the games are provided without any guarantees, conditions or warranties as to their accuracy, whether expressed or implied.

9.2

We, our directors, employees, partners, service providers:

- (i) do not promise that the Website or the games are fit for their purpose;
- (ii) do not promise that the Website or the games are free from errors; and
- (iii) do not promise that the Website or the games will be accessible without interruptions.

9.3

If we do not comply with these Terms and Conditions, we are responsible for any loss or damage you suffer that is a foreseeable result of that non-compliance, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. We will not be in breach of these Terms and Conditions, nor be liable for delay in performing, or failure to perform, any of our obligations under these Terms and Conditions, if such delay or failure results from: (i) your breach of these Terms and Conditions; or (ii) events, circumstances or causes beyond our reasonable control.

9.4

Nothing in these Terms and Conditions affects our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable laws.

9.5

You should use this Website for domestic use only. If you use the Website for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.6

Dumarca reserves the right to make the Website and/or certain games temporarily unavailable at its own discretion and without giving prior notice to Users. Dumarca will not be liable for any loss that User may incur as a result of such unavailability. Dumarca will aim to restore the service as soon as reasonably possible.

9.7

Subject to the paragraphs above, and other than in relation to the payment of winnings lawfully won, our liability to you under these Terms and Conditions shall not exceed:

- in the case of any liability which relates to a specific gambling transaction, the amount of the stake wagered; or
- in the case of any other matters, an aggregate of 2,000 Euros.

10. Technical errors

10.1

Dumarca will at all times make every effort to provide a service of satisfactory quality, fitness for purpose and completeness. If for any reason a User becomes dissatisfied with any of the services provided by Dumarca, that User may contact Dumarca immediately and notify us of the issue.

10.2

Dumarca cannot guarantee that the service will never suffer from faults; however we commit ourselves in rectifying the problem as soon as it has been reported or as soon as we possibly can. If you experience a fault in the service provided, please report it to us immediately.

10.3

In the event of a system malfunctions or errors, Dumarca shall have the right to void all wagers and return the original stake to you. Dumarca does not accept any liability for any failures or issues that arise due to your equipment, internet connection or internet.

10.4

In the event of any interrupted, aborted or miscarried games for any reason whatsoever, all Users' transactions shall be accurately recorded on Dumarca's system. Any "unfinished game rounds" are restored when returning to the game. "Finished game rounds" are not restored, but results can easily be retrieved by contacting our Customer Services team.

11. Other provisions

11.1

All intellectual property rights ("IP Rights") in the Website belong exclusively to Dumarca or a third party software provider company. Your use of the Website does not give you ownership of any intellectual property rights on the Website or in the software. IP Rights includes any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, database rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

11.2

These Terms and Conditions are available in a number of languages for information purposes and ease of access. From a legal perspective, the Swedish language version of these Terms and Conditions will prevail over any other language version made available.

11.3

We shall not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of our obligations under these Terms and Conditions where any such delay or failures results from major incidents, events or causes beyond our reasonable control. This includes any strike, political crisis, war, natural catastrophe and saturation of the telecommunication networks.

11.4

If any provision of these Terms and Conditions is held by any competent authority to be invalid, illegal, void, unreasonable or unenforceable, that provision shall be severed from these Terms and Conditions and all other provisions including the remainder of the provision in question (if applicable) shall remain in full force and unaffected by such severance.

11.5

We may assign or otherwise lawfully transfer any or all of our rights and obligations under these Terms and Conditions.

11.6

These Terms and Conditions apply to you individually and you shall not assign, sub-license or otherwise transfer any of your rights or obligations under these Terms and Conditions.

11.7

These Terms and Conditions, including any additional terms or rules expressly referred to in them, constitute the entire agreement between you and us with respect to the Website and, save in the case of fraud, supersede all prior or contemporaneous agreement, understanding or arrangement between you and us, whether electronic, oral or written, between you and us with respect to the Website.

11.8

These Terms and Conditions are governed by the Laws of Sweden. The parties (being you and us) agree that any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the Swedish courts.