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# Terms and Conditions of Use

Last Update: 17/04/2026

Please read these terms and conditions carefully before accepting this agreement and before using this site. Make sure to print these terms and conditions and keep them for your records.

## 1. Introduction

1. These terms and conditions govern your access to and use of the site SpinGenie (the “Site”) which is operated by Skill on Net Ltd, a company registered as an Internet Gaming Operator by Alcohol and Gaming Commission Ontario (AGCO) and operates pursuant to an Operating Agreement with iGO.
2. In the following terms and conditions, Skill on Net Ltd is referred to as “SpinGenie “We”, “Us” or some other name of similar purport. In these terms and conditions, you are referred to as the “customer”, “you”, “user”, the “player” or by some other term of the same purpose.
3. We consider these terms to be fair. Should you need any advice regarding these terms, or any other part of our service, in your own and our interests, please contact us via our Customer Services Department via the support link on the site and your trusted legal advisor.
4. Please note that all telephone calls are digitally recorded and may be used as evidence at Our sole discretion.
5. For transaction security we use SSL encryption. All customer data will be treated as confidential and will not be sold to third parties.
6. By checking the **‘I agree to the terms and conditions’** box when you register an account, you acknowledge that you have read, understood, agree with and will comply with all the terms and conditions and you thereby enter into a legally binding agreement between you and Us. If you do not agree with any of the terms and conditions you should not accept them. Once you have agreed to these terms and conditions, Your failure to comply with any one or more of them may result in disqualification, account closure, and/or legal action against you as deemed appropriate by Us.
7. Where we have reasonable grounds to suspect that any two or more registered accounts are linked including whether they are linked to the same internet protocol (“IP”) address, pattern of use, proximity of transactions, common bank details or address in common or otherwise and that the services provided via the Site are being abused of by you in any way, including by way of example due to a previously undetected fault, bug or other fault in the software, we may suspend the services provided to you via the site and your ability to access your account(s) with immediate effect as well as to reverse transactions on any one or more of the accounts that are linked.
8. By using this Site and/or software you agree to these terms and conditions and any other terms or conditions that We see fit to impose from time to time.
9. These terms and conditions are written in English. If these terms and conditions are translated into another language, the English version will prevail.
10. Your participation in the Games is at your sole discretion and risk. By accepting these terms and conditions you agree that you do not find the services we provide through our Site and/or software offensive, unfair or questionable. You also acknowledge that We are unable to provide you with any legal advice or assist you with any Legal queries related to the legality of participation in remote gambling.
11. All fees and charges displayed in this document are in Canadian Dollars (“CAD”).
12. Unless otherwise stated in the relevant casino pages of the Site, minimum deposit amounts are 10 CAD and withdrawal amounts are 20 CAD.
13. You consent that we will to restrict access to all or certain parts of the Site in respect of certain jurisdictions. You will only be able to gamble (make bets) when you are in the province of

Ontario in Canada. In order to perform this control, in accordance with the data collected as referenced in our Privacy Policy, we use a GEO Location service. If you decide to use our services via an Application (Android/IOS) when you download our application, bundled into the download will be a GEO Location app. It is not possible to use our services without also enabling use of the GEO Location service, whether using Application or playing directly on the web or web download application.

14. Unless stated otherwise, whenever a time is mentioned it refers to GMT.
15. All advertised first deposit bonuses/welcome offers are subject to an account registration check. After your registration is completed there is an automatic review of the account details entered and the system may decide that your account is not eligible for bonuses. In the event that your account is not eligible for bonuses an email with this decision will be sent to You as soon as the account is created.
16. We reserve the right to adjust the minimum/maximum bets within the casino.
17. The only approved way to send verification documents is via the Upload Docs page in My Account/Personal Area. Documents received by any other avenue will not be accepted.
18. During your time as a customer You may be required to upload documentation proving your ID, registered address and ownership of certain deposit methods. For example, when certain thresholds are reached or prior to allowing a withdrawal to be processed. We encourage you to upload these documents as early as possible to avoid an uninterrupted experience.
19. At our sole discretion, in order to adhere to Anti Money Laundering and Responsible Gambling obligations, we may suspend any player's ability to deposit/withdraw/play as a result of any required customer account checks. We may investigate a player's identity, personal history, occupation, financial standing/Source of Funds and/or gaming activity. In any case, following an account/player activity assessment, serious concerns are raised in relation to Responsible Gambling and/or Player Safety warranting an immediate restriction of the account from further play, any deposited funds still available on the account will be available for withdrawal and or returned to the player (whenever this is deemed necessary) including funds deposited for currently active bonuses on the account.
20. You hereby acknowledge that by betting you risk losing money.
21. You hereby acknowledge that you know it is unlawful to deposit money derived from ill-gotten means and you will not use any such funds in conjunction with your depositing and gambling on this website/application.
22. If you are required to provide documentation as described in any Section of this agreement and you have failed to comply, your Account may be suspended until such documentation is received and a review completed.

## **2. Account Registration**

1. The following persons are prohibited from registering an account. (i) be a shareholder or participant in our share capital, (ii) a director or employee of ours (iii) an Employee of any seniority of any company providing services to Us or; (iv) be an Employee of any seniority of the Alcohol and Gaming Commission Ontario (AGCO). If any such accounts are identified they will be suspended and all funds confiscated.
2. You must be at least 19 years of age to use the services offered via our Site, Please be aware that underage gambling is illegal.
  - i. Any deposits made by minors (<19 year of age) will be considered illegal and will be returned to the original source of the funds (payment method). In cases where, for whatever reason, the funds cannot be processed back to the payment method under the minors' name, such funds will be returned to the minor's verified legal guardian. We will require documentation demonstrating/proving legal guardianship before releasing any funds.
  - ii. All winnings accrued by such illegal deposits (underage) will be considered void and forfeited. Accounts used by minors will be immediately terminated
3. Prior to being able to use our services, you must register an account by providing:

1. First name
2. Last name
3. Middle Name/Initial
4. Date of birth

5. Address
    1. Country
    2. State (your state must be Ontario to complete the registration)
    3. Zipcode
    4. Street name + building number
    5. City
  6. User name.
  7. Password
  8. Player contact information:
    1. Mobile number
    2. Email
  9. Occupation (it should be descriptive)
4. You should also provide as soon as possible the following information via the Personal Information Page in your 'My Account/Personal Area'
1. Country of Residence (if different from your registered country)
  2. Your employers name and address
  3. Your nationality
5. Following providing the registration information in 2.3 you will have a Pre-Activated Account. A Pre-Activated is a NON verified account. While having a pre-Activated account you can update the personal details on record, set any limits, perform a self-exclusion and generally navigate around the casino platform but without the ability to play any games.
  6. Prior to being able to deposit or gamble, we will perform a FINTRAC standard verification to ensure that information provided in 2.2 is accurate. This verification process will be started when you attempt to make a deposit or try to open a game while having a balance to gamble. Following successful verification your account will become an Activated Account.
  7. You will have to verify the mobile phone number provided by inputting a one time password we send to it.
  8. You agree to keep the details on record updated to your most recent information by updating any items that change.
  9. It is strictly prohibited to open an account or conduct a transaction on behalf of a third party, use a third-party payment method or to allow any third-party access to your account. Where we discover third-party usage of your account, it will be closed and no longer available for use.
  10. You are not allowed to register more than one account. This means only one account is allowed to be registered per person, email address or mobile number. Any attempt to try and deceive Us by registering multiple accounts in another username to gain bonus money will be deemed as abuse and will result in the account(s) being suspended, bonus money being removed, winnings voided and the option to withdraw monies cancelled.
  11. To avoid false connections to other customers, access to certain responsible gambling tools, such as the self-exclusion and player limitation features, may be restricted until your identity verification has been successfully completed.

### **3. Information We Collect About You and How We Use It**

1. We process information about you in accordance with our privacy policy, which forms an integral part of these Terms and Conditions and when you agree to these terms and conditions you also agree to the [Privacy Policy](#). Our privacy policy forms part of these terms and conditions and contains details on the types of information we collect and what we do with that information, which includes who it may be shared with and why.
2. We are entitled to share the information we hold on you, which includes personal data and gaming history with regulators, and other bodies, including the police, and law enforcement bodies in order to investigate fraud, money laundering gaming integrity issues and to comply with our regulatory duties.

### **4. Grant of License**

1. The Site, the downloadable client available through the Site, our apps and the Site as optimized for use on mobiles and tablets, all run on a series of programs which are either proprietary to us or are licensed through third parties to be able to offer you our services through the Site (“Software”).
2. We grant you a license to use a single copy of the Software and where applicable the related documentation solely in accordance with and subject to these terms.
3. You may neither sell, rent, lease, transfer or grant any other right of the Software, nor reverse engineer, decompile, or disassemble the Software.
4. You may not disclose the Software to any third party, make derivative works based upon it, or use it for any purpose except for the specific uses expressly permitted in the user documentation, which accompanies the Software.
5. The Software is available to you on an "As Is" basis only and without any warranty or indemnity of any kind. The download and/or use of the Software and Services is at your own risk.
6. You hereby acknowledge that how you use the Software is outside of our control. We shall not be liable to you or to any third party in respect of your receipt of and/or use of the Software.

## 5. Real Money Mode and Practice Mode

1. By using the services offered through our Site, you will be able to play in either the '**Real Money**' mode or '**Practice**'.
2. In '**Real Money**' mode, real money may be wagered and gained. In order to play in '**Real Money**' mode you will be required to have funds in your bonus balance, or pay funds into your account by any of the methods specified from time to time by Us. Such funds will be deposited into your Account upon actual receipt of funds or upon receipt of approval from a payment processor. Minimum and maximum limits may be applied to the payments into your account, depending upon your history, the method of deposit, and other factors as determined solely by the Us. We are not a bank and funds are not insured by any government agency. All payments into your account must be from a payment source on which you are the named account holder.
3. In '**Practice**' mode, no real money is played. Funds played in '**Practice**' mode have no value in and of themselves and are kept separate from **Real Money**. Neither funds nor any game features (for example, but not limited to Multipliers, Bonus games and Bonus Points) are transferable to a Real Money account nor are they redeemable for any currency. If any game features are incorrectly transferred from Practice Mode to Real Mode any winnings derived will be removed. If you notice the transfer of any game feature from Practice Mode to Real Mode it is your responsibility to inform Us immediately.
4. It is not advisable to play '**Real Money**' mode before trying '**Practice**'. We recommend players practice in '**Practice**' mode prior to playing in '**Real Money**' mode.
5. It is your responsibility to make sure that you read and understand all the rules and procedures of the games on the Site(s) prior to playing real money games.
6. The games RTP is displayed in the game rules within each game and is subject to change. If the RTP is an important factor in your decision whether to play a particular game we recommend checking the game rules each time you play.

## 6. Your Account

1. Your Account is for your personal use only. You may not divulge Your Account details to anyone else or use anyone else account details.
2. Any use of Your Account is strictly for your own private purposes. You shall be solely responsible for all transactions conducted in relation to your account using your Username and Password. Every person who identifies himself/herself by entering Your correct Username and Password, or logs into Your account using biometric login functions is assumed by Us to be You and all transactions where the Username and Password have been entered correctly will be regarded as valid and authorized by You
3. We take absolutely no responsibility for any third party accessing Your Account using the correct username and password and we shall not be liable for any losses incurred by you as a result of such an event. Any access to Your Account with the correct username and password will be considered by us as valid.

4. Should you become aware of any unauthorized use of Your Account, you are obliged to immediately notify us and we will suspend your Account pending further investigation of such unauthorized use. If you are using a shared computer, we advise that the checkbox to remember password is kept unchecked at all times.
5. In the event you have a Bonus Account and you have failed to make a deposit in 30 days from the time the Account was initially created, any Real Money/Bonus funds you had within the Account will be null and void, removed from the Account without any option to retrieve it.
6. Account facilities are provided to You solely to enable you to place bets or participate in games. If you, for whatever reason, appear to be depositing or withdrawing money without genuine play, you will be liable to have your account suspended and the circumstances investigated. This may result in your account being permanently closed.
7. Account facilities are provided to You solely to enable you to place bets or participate in poker or casino games. If you, for whatever reason, appear to be depositing or withdrawing money without genuine play, you will be liable to have your account suspended and the circumstances investigated. This may result in a report to the necessary authorities and/or the account being closed.
8. You hereby acknowledge and agree that betting might result in losing monies and that all losses incurred by You as a result of betting via Our services will be Your sole responsibility.
9. You have the ability to close your account by accessing your Personal Area within our software and choosing the option to 'Close Account'. Once your account is closed, unless you request it to be opened again which can be actioned during any login process, it will be fully restricted from participating in any gambling activities. However, you will still be able to request withdrawals, review your game and deposit history, and access other account-related information. Should you wish to Deactivate your account, which will make it also not possible to login, please contact our Customer Support Department after closing your account and then if you decide to re-engage in gambling activities, you can reactivate your account by contacting our Customer Support Department. In case the reason behind the closure of the account is related to concerns about possible gambling addiction, you agree not to use the Close Account option, but use the account restriction features available via the Self Exclusion/Take a Break page.
10. You hereby confirm that you are not using or intending to use or intending to allow any other person to use your account in relation to Our services for any prohibited or unlawful activity, including but not limited to, fraud or money laundering, under the laws of your jurisdiction or any other applicable laws in any other jurisdiction.
11. You hereby confirm that You have not held a Player Account with Us that was terminated or suspended, and You have not notified Us, now or in the past, that You have a gambling addiction.
12. You hereby confirm that you will not intentionally disconnect from any Game while using the Our services. If We determine, in Our sole discretion, that You are in breach of this clause, We may terminate Your access to our Services immediately and/or have Your account blocked. If Your account is terminated or blocked in such circumstances, We are under no obligation to refund You any funds that may be in Your Account.
13. You hereby confirm that 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.
14. You agree that if, in Our opinion, if any suspicious, improper, fraudulent, or unlawful activities are attempted and/or performed through the use of Our Services, We will be entitled to terminate and/or block your account and seize all funds available through that account.
15. In the event that you become aware that another user of Our services is cheating, manipulating or attempting to manipulate game outcomes and results, colluding with any other person in order to defraud Us, using Artificial Intelligence Software, or doing anything which can be construed as detrimental to us, financial or otherwise, You are responsible for sharing such information with us. We will treat any such information You pass to Us in the strictest of confidence. In the event that we discover, or suspect, that you had such knowledge and did not pass it on to Us, we reserve the right to terminate Our services to You and confiscate any funds which are in Your account.
16. Upon request from the Registrar (AGCO) to deactivate a player's account, we are bound by the conditions set forth in our license agreement to undertake all necessary measures to comply with such request.

## **7. Transactions: Deposits**

1. All financial transactions will show up in your payment method statement.
2. After depositing, you will receive email confirmation of the transaction. We recommend that you print out and keep details of all transaction data in order to avoid misconceptions and discussions at a later time.
  - i. Please note that credit card processors, at their discretion, may process transactions without using the CVV information for security verification.
3. All deposits will be effective immediately as soon as we get a successful confirmation from the selected payment processor. After depositing, you will be able to play immediately in Real Money Mode.
4. If our services to verify that the payment method used belongs to you detects that it does not, your account will be terminated.
5. Documentation in the form of copies of the front of your credit/debit card may be required after any deposit and before any withdrawals are processed to ensure that the credit/debit card belongs to you.
6. We reserve the right to contact you to verbally verify any deposit made.
7. Deposits using methods which do not belong to you (third-party payment methods) are strictly prohibited and by accepting these terms and conditions you agree that no such methods will be used. If deposits using a third-party method are discovered, your account will be terminated.
8. If there are winnings accrued from deposits, we learn were made with a third-party payment method they will be voided. If the funds deposited using a third-party method are not fully spent, they will be returned only to the individual the payment method belongs to via a bank transfer. In order to do this refund, the individual has to successfully register and have their account verified as per Section 2 above and provide details of a bank account under their name along with relevant evidence proving ownership of account (i.e. Bank Statement). No refunds will be given for money spent after a deposit with a third-party payment method. Following the registration of the account, the third-party should contact our support department with the details of your username/information to locate your account in order for us to continue the process.
9. No charge-backs can be made or initiated by you. In addition, payments including deposits made to your Account using any payment method/source cannot be renounced, cancelled, disputed for no valid reason or otherwise reversed. If this happens we reserve the right to take any of the following actions or request you to take immediate action, whichever the case may be, as a necessary measure to safeguard us against possible fraudulent activity or any other form of abuse:

1. You shall immediately and without undue delay refund the total amount due to us and compensate Us for any and all unpaid amounts due to us including any expenses or charges We might incur in the process of recovering the amount due;
2. Should you initiate a chargeback, we reserve the right to close your Account, initiate legal proceedings to recover the funds you are trying to chargeback as well as any charges or expenses which we might incur as a result and report the matter to the Police if we suspect foul play;
3. We reserve the right to recuperate the total amount due to us from your Real Money Account balance.

Provided that in any case and for any of the above reasons, we reserve the right to cancel your Account at any time without any prior notification.

10. We may, at any time, set off any positive balance on your Account, or connected Account, against any amounts owed by you to Us.
11. In the case that there is a processing charge for your deposit you will be clearly informed about it during the deposit process.

## **8. Transactions: Withdrawals**

1. Withdrawals will only be processed if you have a Real Money Account, (i.e. made at least one successful deposit). In accordance with Clause 1.18, in order to comply with Anti-Money Laundering regulations, it may be necessary for you to upload KYC documentation prior to withdrawing, for example:

1. Identity
2. Proof of Address, and
3. Proof of Ownership of the payment method used to deposit or withdrawal funds.

Where such documentation is needed our gaming system may provide you with messages letting you know this prior to any withdrawal attempt. In order to have an uninterrupted gaming experience, we suggest you upload these prior to placing a withdrawal.

2. If you have an active bonus when you try to withdraw and wish to proceed with your withdrawal, your bonus will be cancelled and the balance removed.
3. Withdrawals can only be made to a payment account which belongs to you.
4. In order to allow us to pay withdrawals as quickly as possible, on account registration our system applies controls that include an individual withdrawal amount per transaction. This amount is displayed in the 'more info' section on the withdrawal page. After a transaction is processed you can immediately request another one. There is no limit to the number of transactions per day/week/month. If you wish to withdraw in one singular transaction a higher amount than the transaction limit you can request this directly by emailing customer support, taking into account that the maximum amount per transaction is \$50,000 CAD.
5. Please also note that if there is a large win (\$5000 or more), or jackpot win it may take longer to process the request in order to verify the win (with a third party where relevant) and to complete all required checks.
6. We operate a Closed-Loop transaction process. If the method used to deposit does not accept withdrawals, we will require full verification that the alternative method belongs to you. We reserve the right to decide which method to make your withdrawal to, regardless of the one you chose. if the depositing method does not allow withdrawals.

Whenever there is a transaction fee associated with your withdrawal, or a minimum withdrawal associated with a specific method, you will be clearly informed about this during the process.

7. Transfer of funds between players is not possible and strictly forbidden.
8. We aim to process all withdrawals within a few hours and in order to help make this goal we recommend that you send us/upload any necessary documentation so as not to delay the process. Once fully processed, your funds are immediately sent to your account without any delays.
9. Before any withdrawals are processed, your play will be reviewed for any breach of terms and conditions/bonus policy and Responsible Gaming checks. Should we deem that a breach of the terms and conditions has occurred, or you have another account which is restricted due to our Responsible gaming tools/procedures, we reserve the right to withhold any withdrawals and/or confiscate all winnings and bonuses. Any contact by Us congratulating any win does not mean the win is legitimate and that the Accounts Department have checked for bonus policy/terms breaches.
10. In the event that you fail to comply with any of our requests to provide KYC documents, we reserve the right to reverse the withdrawal back into your Account.
11. We reserve the right to delay and/or stop the processing of a Withdrawal until final approval has been received for any outstanding Deposit transaction or in the event that your original deposited funds are not received within 24 hours. If the original funds are not received within 24 hours all winnings will be cancelled
12. Withdrawal requests are only deemed valid if they are submitted via the withdrawal page in the casino software. We do not accept withdrawal requests via email or telephone, or any other method.
13. In the event a withdrawal is rejected or incomplete due to missing information, your funds will be returned back to your Real Money Balance. You are advised to provide the necessary information and proceed to submit a new withdrawal request.

## **9. Bonuses**

1. You acknowledge and understand that our terms and conditions with respect to promotions, bonuses and special offers form an integral part of these terms and conditions. These terms and conditions are set forth in Our Bonus policy. In the event of a conflict between the provisions of our terms and conditions on promotions, bonuses and special offers, and these terms and conditions, the provisions of such promotions, bonuses and special offers will prevail.

## **10. Malfunctions**

1. If a technical problem causes a game/feature/promotion to pay out (or a display issue causes wrong result to be displayed) a higher amount than should be paid (a game win, bonus game win, jackpot win etc) to a player's Account, We reserve the right to remove all funds from the Account that were incorrectly credited as well as any winnings subsequently won by using the incorrectly credited funds
2. If We detect you are or have been abusing a technical glitch related to the games/software, either on your own or in association with partners, We reserve the right to void any winnings and close the relevant player/s Accounts.
3. In the event of a system malfunction all wagers shall be void.
4. In the event a game is started but miscarries because of a failure of the system, We shall refund the amount wagered in the game to You by crediting it to the Your Account or, if the account no longer exists, by paying it to You in an approved manner.
5. We shall take all reasonable steps to ensure that Our system enables Your participation in a game is, after You have made a wager, interrupted by a failure of the telecommunications system or a failure of Your computer system that prevents You from continuing the game, to resume, on the restoration of the system, your participation in the game that was interrupted as at the time immediately before the interruption. If Our system does not enable You to continue, after the restoration of the system, with a game interrupted by a failure of the telecommunications system or Your computer system, We shall:
  - a. ensure that the game is terminated; and
  - b. refund the amount of the wager to You by placing it in the Your Account.

## **11. Services Suspension**

1. We may temporarily suspend the whole or any part of the Services for any reason at our sole discretion. We may, but shall not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

## **12. Change**

1. We reserve the right to suspend, modify, remove or add content to the Site at Our sole discretion with immediate effect and without notice. We shall not be liable to you for any loss suffered as a result of any such changes made and you shall have no claims against Us in such regard.
2. Material changes in these terms and conditions, privacy policy or bonus policy will be communicated to You prior to them coming into effect.

## **13. Currencies**

1. By default, when your account is created it will be in CAD.

## **14. Artificial Intelligence Software**

1. You agree not to use any artificial intelligence software ('AI software') while using the software and/or Site. We will act to detect and prevent the use of any AI software programs that enables you to have an unfair advantage over other players, including, but not limited to, detecting the running of such programs on your computer. In the event that we detect the use of AI software,

and at our sole discretion deem the detection to be valid, your Account will be terminated, and all winnings cancelled.

## **15. Random Number Generator**

1. You accept and agree that a random number generator will determine the randomly generated events required in connection with the Services and where the result shown on the Software (as installed and operated by your hardware) conflicts with the result shown on our, or our game partners servers, the result shown on our server shall in all circumstances take precedence. You understand and agree that (without prejudice to your other rights and remedies) the Company records shall be the final authority in determining the terms of your use of the Services and you shall have no right to dispute the Company's decisions in regard to such matters.

## **16. Abusive or Offensive Language**

1. We will not tolerate any abusive or offensive language or other behaviour considered inappropriate by Us at our sole discretion.
2. Bad behaviour or language identified by Us or brought to Our attention may result in a suspension or loss of playing privileges or such other action as may be decided by Us, including, but not limited to, Account closure.
3. It is forbidden for players to use offensive Usernames or Screennames when they register or login.
4. Players may, at any time, submit information regarding abuse or other offences to our Customer Support Department for Us to investigate.

## **17. Monitoring of the Site**

1. We may electronically monitor the Site and the users of the Site at any time in order to ensure compliance with this Agreement and may disclose any information, record or electronic communication of a user of the Site: (a) in compliance with any law, regulation or lawful governmental request; (b) if such disclosure is necessary for the continued operation of the Site; or (c) to protect Our rights and/or property of Our partners.

## **18. Inactive Accounts**

1. Your account will be deemed to be inactive if you have not accessed your account for 6 consecutive months. In the event that your account becomes inactive, we reserve the right to charge a fee of 5 CAD per month until the account becomes active again.  
In the event of a fee being charged, the fee amount shall be deducted from your remaining balance. Should your account balance be insufficient to cover the fee, the remaining balance shall be fully depleted and your account balance will be reset to zero. If your account balance is already zero, no fee shall be charged.  
We will take reasonable steps to contact you via email 30 days prior to the fee being charged. We reserve the right to waive or reduce the fee at our sole discretion. If you wish to reactivate your account, you may do so by logging in.
2. VIP points must be converted within 180 days of them being granted, otherwise they will be removed.
3. Players may recover funds from their inactive accounts by logging in and making a withdrawal request. In case of blocked and excluded accounts, players will need to contact Customer Support to recover funds.

## **19. Incomplete Games**

1. If you lose internet connection or abandon a game before it is complete (for example during a special mode in Slots, or during a hand in single player Blackjack) you will be able to complete the game by logging back in and opening the relevant game. If you do not do this within 14 days the game will be closed and any bet will not be returned and any potential winnings will be forfeited.

2. If a game cannot be completed due to a fault with our gambling system we will extend the period for logging in to complete the game, mentioned in 19.1, to 30 days. If we do not manage to solve the issue within 30 days any bet you made will be returned.

## 20. Dormant Accounts

1. Following a period of 48 months of no recorded logins, your account will be deemed as Dormant, which means that it will become temporarily frozen and you will have to go through a reactivation process to gain access again. We will make all reasonable efforts to contact you regarding any remaining funds in your account and you may contact us at any time to have them withdrawn.

## 21. Customer Support

1. We will provide Support Service for our players
2. Players can contact our customer support department detailing any questions or queries they may have via:
  - a. email at [contact@spingenie.com](mailto:contact@spingenie.com) or;
  - b. live chat

SpinGenie will aim to respond within one Business Day.

To facilitate Account identification the email should be sent from the email address which is registered on your Account and should include the username of the Account in question. We reserve the right to perform further identity checks to ensure the person contacting us is the Account holder.

## 22. Contacting AGCO

1. SpinGenie is regulated by the AGCO. A player may contact the AGCO for any relation to the casino via the contact details below.

Alcohol and Gaming Commission of Ontario

90 Sheppard Avenue East, Suite 200

Toronto, Ontario M2N 0A4

Tel: 1 (416) 326 8700 or 1 (800) 522 2876 (toll free in Ontario)

## 23. Responsible Gaming

1. We believe in providing a 'protected entertainment environment'. It is an important part of our overall customer care program. Gambling in a protected environment should be an exciting and pleasurable experience exclusively for adults. We want you to enjoy your experience, so please play wisely and within your budget. Whilst the majority of people do gamble within their means, for some gambling can become a problem.
2. **Deposit Limits:** We provide you with the ability to set you own preferred deposit limits within the Cashier Section of our Software. Deposit limits can be set for the following periods:
  - o Daily
  - o Weekly
  - o Monthly

Any decrease in the amount you want to allow yourself to deposit will be applied immediately to your Account. However, if you wish to increase your Deposit Limits, there will be a 24 hour delay before the change takes effect, during which time you can consider if an increase in your deposit limit is appropriate for you.

3. Any deposit limits applied to an account are specific for that account. Should you have other wallets on Our license, it is Your responsibility to apply Deposit Limits on all wallets that you require them on.
4. **Loss Limits:** You have the ability to also limit the amount you can lose over a given period within the Cashier Section of our Software. Loss Limits are determined by calculating the amount you Wager and the amount of Payouts you receive. ‘All Wagers minus Payouts’ in the relevant period will not be able to exceed your chosen loss limit. For a more in-depth understanding of this feature, kindly consult our Responsible Gaming Page.

Loss limits can be set for the following periods:

- Daily
- Weekly
- Monthly

A cooling-off period of 24 hours will be applied to your account if you decide to increase or remove your limits.

5. Any Loss Limits applied to an account are specific for that account. Should you have other wallets on Our license, it is Your responsibility to apply Loss Limits on all wallets that you require them on.
6. **Self-Exclusion/Take A Break Facility:** We offer a facility within the casino Software to help you if you feel you need to take a break from gambling and would like to restrict your account. These restrictions will only apply to your account on SpinGenie. You can restrict your account access from 1 day to 90 days (this is called ‘Cooling Off’) or 6 months up to 5 years (this is called Self Exclusion). If after choosing your period you would like to increase it to 1 year or 5 years, please contact the support department. Please note that placing a self exclusion will immediately log you out of the casino and prohibit you from logging in. In addition, you will be restricted from making any deposits or bets during the period you are excluding for.
7. The limitations you set will not apply to any other account you have on our license, therefore you need to set an exclusion/take a break on each account you wish to exclude/take a break from.
  1. If you place a Self-Exclusion, you will automatically have any remaining balances paid. If you do not receive your funds within 5 business days, please contact customer support.
  2. During any limitation period it is strictly forbidden for You to play or attempt to play on any account or accounts which is/are subject to the limitation. In the case you manage to play, any winnings during any suspension period will be null and void.
  3. Access to the Self Exclusion/Player Limitation facility may only be made available once your identity has been successfully verified.
8. **BetGuard:** iGaming Ontario provides a voluntary centralized self-exclusion tool (“BetGuard”) that allows individuals to self-exclude centrally from all regulated igaming sites in Ontario. Participation requires creating an account and registering on the BetGuard website.

BetGuard is governed solely by iGaming Ontario’s terms and conditions. SpinGenie’s terms and conditions apply only to SpinGenie’s own self-exclusion program and do not govern BetGuard. You are responsible for following the BetGuard terms and conditions for your centralized selfexclusion under BetGuard and SpinGenie’s terms and conditions for SpinGenie’s self-exclusion program.

Registering with BetGuard does not modify or cancel any self-exclusion you have with SpinGenie, and registering with SpinGenie’s self-exclusion does not modify or cancel your enrollment BetGuard. In particular, your choice of self-exclusion term in SpinGenie’s self-exclusion program may not match your BetGuard centralized self-exclusion term. If you are registered in both BetGuard and SpinGenie’s self-exclusion program, the expiration or ending of a term ending for one self-exclusion program does not modify or cancel the term of the other program.

If there is any conflict between iGaming Ontario's terms and conditions and SpinGenie's terms and conditions regarding BetGuard, iGaming Ontario's terms and conditions prevail. iGaming Ontario also has final authority over any iGaming Ontario-Operator, player disputes, or both related to BetGuard. For further information please review [these BetGuard terms and conditions](#).

9. There are many organizations that can provide support and assistance to individuals who develop a problem with gambling. There is a Responsible Gaming section on our Website with all the details plus you can contact our staff with any concerns/questions you have.
10. When any Self-Exclusion/Take A Break request is received You are forfeiting your right to any bonuses, cashbacks or personal offers that were extended to you prior to the Limitation and We reserve the right to remove any accrued VIP points and reduce the VIP level You are on to the lowest level.
11. **Login Time Limits:** Within 'My Account,' you have the ability to set login time limits. Options include Daily, Weekly, or Monthly login time limits. Once your allotted time has been exhausted, you'll be automatically logged out. You won't be able to log back in until the specific time limit that prompted the logout has reset.

Any decrease to the time set will be applied immediately to your Account. However, if you wish to increase your Time Limits, there will be a 24 hour delay before the change takes effect.

## 24. Customer Complaints

1. If you wish to make a claim or complaint, as a first step you should as soon as reasonably practicable contact our 'Customer Support Department'.
2. Complaints and disputes received will be acknowledged within 1 business day and will be addressed within a maximum of 72 hours.
  1. We kindly ask you that your complaint/claim will be in writing and contain the following information:
    - Account Username
    - Your First Name and Surname
    - Detailed explanation of your complaint/claim
    - Specific dates and times related to your complaint/claim
3. If you are still unhappy with the decision made by us you are welcome to contact [iGO](#).
4. Disputes related to routine transactional issues (e.g., game play, account status, player account management, payment issues, technical issues such as the site being down, games being down for maintenance etc.), will not be dealt with by iGO and are to be resolved directly between You and Us.

## 25. Copyright

1. All content within this Site, including, but not limited to, text, trade or service marks, graphics, animations, videos, music, audio, logos, icons and images ('Copyright Material') are the property of Us.
2. Except as specified herein, no portion of the materials on these pages may be reprinted, republished or used in any form without Our express written permission. The user obtains no rights to such copyright material and must not use it without Our written permission.

## 26. Links to Third Party Sites

1. This Site may contain hyperlinks to web sites operated by persons other than Us. Such hyperlinks are provided for your reference and convenience only. You agree not to hold Us responsible for the content or operation of such web sites.

## 27. Account Termination and Suspension

1. If we suspect fraudulent activity, We may suspend your Account, with or without prior notice to you, in our sole and absolute discretion.
2. We may, at our sole discretion and for any reason, terminate your Account. If we wish to do so, you will be duly notified and our actions will be explained to you before terminating the Account. Contractual obligations already made shall be honoured.
3. We shall not be liable to you or any third party for any claims or damages arising out of any aforementioned termination or suspension of the Account.

## **28. Notices**

1. Any notice we give to you will be sent to the email address that you provided when you registered your Account. It is your sole responsibility to keep your email address updated and active.
2. Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if sent by email, and (b) five business days after being sent, if sent by registered or certified mail.
3. Each of the Parties hereto shall be entitled to specify a different address by giving notice as aforesaid to the other Party.
4. Any notice You give to Us should be sent to the Customer Support department email address. An email you send which is a reply to a transactional email (eg, deposit confirmation email, bonus confirmation email) is not an accepted form of contact and is not deemed to have been received by Us.
5. If you suspect/notice an abnormality on your account of any kind you must notify our Customer Support Dept and stop playing until the issue is handled and confirmed to be remedied. If you continue to play before the issue is resolved, we shall have no liability for further losses and no funds will be refunded retrospectively.

## **29. Governing Law**

1. Any dispute arising in respect of, or in connection with, this Agreement, its interpretation, execution, performance, or the Parties and their relationship, shall be governed and determined exclusively in accordance with the laws of the Province of Ontario and the laws of Canada, and the courts of Ontario shall have sole jurisdiction.

## **30. Limitation of Liability**

1. We shall not be held liable for any damages or losses which may arise out of or in connection to any downtime, server or other technical disruptions which might arise in operation or transmission, the Site or its content or any misuse of the same or of the services offered via the Site, any errors or omissions in content, loss or corruption of data, communication or lines failure, unless such loss or damage arises whilst you are benefiting from our services and such loss or damage arose due to a failure in our systems. In this event our total aggregate liability shall not exceed the amount of the wagers you placed via your Account in respect of the wager that gave rise to the relevant liability or the actual amount misplaced in your Account where such amount has been misplaced by us due to a system failure, whichever the case may be.
2. We shall not be liable to you or any third party for any contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from save as expressly provided in this clause 30, or in any way connected with, Your Account, or any third parties, whether direct or indirect, incidental, special or exemplary damages (including, but not limited to, any damages, loss of business profits [including loss of, or failure to receive, anticipated winnings], business interruption, loss of business information, loss of data, loss of goodwill or reputation or any other loss) arising out of, or in connection with, use of the Site or of the services offered via the Site.
3. Subject to clauses 29.1 and 29.4, such limitation of liability shall apply whether the damages arise from, but not limited to, use or misuse of, and reliance on, the services, inability to use the services, any non-compatibility between the Software and User software or hardware, or any damages caused by or as result of the software, or from the interruption, suspension, or termination of the service (including such damages incurred by third parties), or termination of user Account, to the fullest extent permitted by law.

4. Our liability shall not be limited or excluded for:

1. death or personal injury caused by our negligence;
2. fraud or fraudulent misrepresentation caused by us; or
3. any liability which cannot be excluded or limited under the applicable law.

### **31. Indemnifications**

1. Subject to clause 29, you agree to hold harmless and indemnify Us from and against any third party claim arising from, or in any way related to, your use of the services, including any liability or expense arising from all claims, losses, actual damages, suits, judgments, litigation costs and reasonable legal fees, of any kind and nature. In such a case, We will provide you with a notice of such claim, suit or action.

### **32. Entire Agreement, Modifications and Amendments**

1. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between Us and You.
2. If any modification is unacceptable to you, you have the right to terminate this Agreement. Any use of the Site by you after such publication on the site shall be deemed to constitute acceptance by you of such amendments, modifications or new conditions.
3. Terms and conditions may be subject to changes due to regulatory requirements. For minor or insubstantial changes, we are not obliged to give You any notice of such changes, but nonetheless You are obliged to review the Terms of Use through the Terms and Conditions link on the Website on a regular basis.

### **33. Severability**

1. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect.

### **34. Jackpots**

1. All jackpot amounts displayed on the casino Site or within the casino Lobby are for information purposes only. The amount of any jackpot is displayed within the relevant game window once the game has been launched.
2. When a jackpot is won it is immediately reset on the server. This happens in real time however the display can sometimes only reset after a short display. Regardless of the Jackpot amount displayed in the game, the server-side Jackpot amount at the time of the win is the award which will be honored.

### **35. Taxes on Winnings**

1. If your jurisdiction requires, You are responsible for reporting your winnings and losses to the tax and/or other authorities in your jurisdiction.

### **36. Prohibited Practices**

1. Prohibited Practices are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect Prohibited Practices and to identify the relevant players concerned if they occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and we alone will decide any action we take in respect of any Prohibited Practices.
2. You agree that You shall not participate in or be connected with any form of Prohibited Practice.
3. If we have reasonable grounds to believe that You have participated in or have been connected with any form of Prohibited Practice (either detected by us or by our gaming partners and our

other suppliers) of any fraud, cheating and collusion practices which are used in the gambling and gaming industry (including but not limited to "Wonging", "Opposite Betting", "Perfect Pair" Card Counting, Dragon Tiger "Suited Tie" Card Counting or any other Card Counting techniques) or

4. If You have placed bets and/or played online games with any other online provider of gambling services and are suspected (as a result of such play) of any equivalent to any Prohibited Practice on those other gambling services, or other improper activity.
5. We reserve the right, in respect of Your Account (and/or any other account held by You with an Operator Group company) to withhold the whole or part of the balance and/or recover from the account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) The rights set out in this paragraph do not affect any other rights (including any common law rights) we may have against You, under the Terms of Use or otherwise.