



PAYMENTS

## Gaming and Gambling Addendum

This addendum (**Addendum**) supplements the IFX Corporate ibanq Terms and Conditions and the IFX Trading Terms and Conditions, each as updated or amended from time to time and/or any such other agreement as is in place between the Customer and IFX governing the use of the Services (together the **Agreement**).

This Addendum applies to Customers directly or indirectly providing (whether licenced or not): (1) gaming, (2) gambling, (3) software or marketing services related to gambling or gaming, which in each case results in players winning or losing money depending on the result of a specified event which has an uncertain outcome (**Gaming and Gambling Services**). This Addendum shall become effective upon the Customer providing or agreeing to provide all or any Gaming and Gambling Services. Should any member of the Customer's Group receive or benefit from the Services, it is the Customer's responsibility to ensure that the Group company complies with this Addendum.

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Addendum:

**AML Laws:** means all applicable anti-money laundering legislation, directives, guidance and regulations from time to time, including but not limited to Proceeds of Crime Act 2002 (as amended by the Serious Organised Crime and Police Act 2005), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Terrorism Act 2000 (as amended by the Anti-Terrorism, Crime and Security Act 2001) and the Terrorism Act 2006.

**Applicable Law:** means the laws or regulations of the United Kingdom, the European Union or any country to which each party's affairs or those of any of its Group companies are subject from time to time and/or an order of any court of competent jurisdiction or any Regulatory Authority, judicial, governmental or similar body or any taxation authority of competent jurisdiction.

**Available Information:** means any and all data, reports, documentation and such other information relating to or in connection with the Gaming and Gambling Services. All Available Information shall be accurate, complete and reliable. Available Information will include (without limitation):

- (a) Gaming Transaction history (including geo-location tracking and IP Addresses provided for each Gaming Transaction);
- (b) verification data for all End Clients (including age and identity data);
- (c) the date that all End Clients opened an account with the Customer; and/or
- (d) any data required to be collected and maintained by any applicable Gaming Regulatory Authority.

**Business Day:** means a day (other than a Saturday or Sunday) when banks are open for the transaction of normal banking business in London, United Kingdom.

**Customer, you:** means the person(s) directly or indirectly receiving any of the Services from IFX pursuant to the Agreement.

**End Client:** means persons who have entered into an agreement with you, a member of your Group or are otherwise directly or indirectly in receipt of the Gaming and Gambling Services.

**Financial Services Regulatory Authority:** means (i) the Financial Conduct Authority (or any successor United Kingdom financial regulator); or (iii) the equivalent regulator of financial services in a relevant jurisdiction from time to time.

**Gaming Regulatory Authority:** means any of (i) the United Kingdom Gambling Commission, including the Department for Culture, Media and Sport (ii) the Austrian Treasury Department; (iii) the Belgian Gaming Commission; (iv) the Bulgarian National Revenue Agency; (v) the Cyprus Gaming Commission/the Cypriot National Betting Authority; (vi) the Czech Republic Ministry of Finance; (vii) the Danish Gaming Authority; (viii) the Estonian Tax and Customs Board; (ix) the Finnish Ministry of Interior and The Gambling Department of the National Police Board; (x) the French National Gaming Authority; (xi) the relevant gaming and gambling regulators in Germany; (xii) the Italian Gaming Authority; (xiii) the Malta Gaming Authority; (xiv) the Dutch Gaming Authority; (xv) the Polish Ministry of Finance; (xvi) the Romanian National Gaming Office; (xvii) the Spanish Dictorate General for Regulation of Gaming; (vxiii) the Jersey Gambling Commission; (xix) the Guernsey Committee for Home Affairs; (xx) the Isle of Man Gambling Supervision Commission; and/or (xxi) or any other applicable body responsible for the licensing, supervision or regulation of Gaming and Gambling Services.

**Gaming Transaction:** means a transaction related to Gaming and Gambling Services, including but not limited to the payment of winnings from the Customer to an End Client, or the payment of a deposit by an End Client to the Customer.

**Group:** means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

**ibanq:** means IFX's smart banking platform and multi-currency wallet system.

**IP Address:** means the End Client's internet protocol address or domain name system address.

**IFX, we:** means IFX (UK) Limited incorporated and registered in England and Wales with company registration number 05422718, trading as IFX Payments.

**Permitted Jurisdiction(s):** Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Guernsey, Isle of Man, Italy, Jersey, Malta, Netherlands, Poland, Romania, Spain and the United Kingdom.

**Prohibited Jurisdiction(s):** means any jurisdiction which is not a Permitted Jurisdiction and/or such other additional jurisdictions notified by IFX to you from time to time.

**Regulatory Authority:** means a Financial Services Regulatory Authority and/or a Gaming Regulatory Authority.

**Services:** means the services received or to be received by the Customer or its Group under the Agreement.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. CUSTOMER'S USE OF THE SERVICES

2.1 Pursuant to the Agreement and this Addendum, the Customer may use the Services to execute Gaming Transactions from time to time.

2.2 The Customer hereby consents and authorises IFX to execute any Gaming Transactions (subject to Applicable Law) following receipt of instructions from the Customer to do so. IFX shall have no responsibility to identify any transaction as a Gaming Transaction.

2.3 The Customer shall have no right to cancel a Gaming Transaction, however IFX may do so in its sole discretion following receipt of a request from the Customer.

2.4 IFX shall only be obliged to process a Gaming Transaction on behalf of the Customer for the payment of winnings to the extent that the Customer holds sufficient funds with IFX at the relevant time. To the extent IFX does not hold sufficient funds for the Customer, the Customer agrees to put IFX in funds prior to such Gaming Transaction being executed. The Customer shall reimburse IFX immediately and hold IFX free of any liability in respect of payment of Gaming Transactions to the extent IFX executes such payments whilst not in funds.

### 3. PROVISION OF INFORMATION AND DOCUMENTATION BY THE CUSTOMER

3.1 The Customer shall maintain up-to-date Available Information.

3.2 IFX and/or its banking partners may require the Customer to provide it with Available Information in order for IFX to discharge its obligations under Applicable Law. Should IFX require the Customer to provide Available Information, the Customer will acknowledge any such request within 2 Business Days and provide a substantive response within the timeframes outlined in IFX's request.

3.3 IFX is under an obligation to comply with AML Laws and may therefore request any information and documentation it reasonably deems necessary (in its sole discretion) to satisfy its obligations from time to time. This may relate to the Customer and/or any End Client. The Customer will acknowledge any such request within 2 Business Days and provide the requisite information or documentation within the timeframes outlined in IFX's request.

3.4 Should the information and/or documentation requested by IFX in accordance with clause 3.3 be outside of the Customer's remit and/or control, the Customer shall use all reasonable endeavours to obtain such information and documentation and shall keep IFX fully informed of the steps it is taking and progress made in connection with the same.

3.5 IFX may, in order to assess the Customer's compliance with this Addendum, from time to time:

- (a) undertake audit(s) on the Customer; or
- (b) appoint an independent third-party to undertake audit(s) on the Customer and produce a report of the findings (at the Customer's cost); or
- (c) instruct the Customer to conduct audit(s) (at the Customer's cost) and provide IFX with the results; or
- (d) instruct the Customer to appoint an independent third-party auditor to undertake audit(s) on the Customer and produce a report of the findings for IFX's review (at the Customer's cost); (each an **Audit**).

3.6 IFX may, in order to assess the Customer's compliance with this Applicable Law, from time to time require the Customer to:

- (a) instruct a reputable law firm of IFX's choice (at the Customer's cost), to provide a legal opinion (**Legal Opinion**) addressed to the Customer, relating to the Customer's activities



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and operations, including but not limited to (i) the Customer's regulatory permissions and consents (or absence of the same); the Customer's compliance with Applicable Laws; and/or the Customer's systems and controls; and/or

- (b) promptly settle (and/or enter into the necessary documentation agreeing to settle) IFX's fees, costs and expenses incurred or agreed to be incurred in connection with obtaining a Legal Opinion addressed to IFX, relating to the Customer's activities and operations, including but not limited to (i) the Customer's regulatory permissions and consents (or absence of the same); the Customer's compliance with Applicable Laws; and/or the Customer's systems and controls.

3.7 The Customer shall:

- (a) subject to Applicable Law, provide IFX (and/or any applicable third-party) the necessary access to all documentation and information required to conduct the Audit or provision of the Legal Opinion;
- (b) co-operate with IFX (and/or any applicable third-party) and provide all reasonable assistance to IFX (and/or any applicable third-party) in connection with the Audit or provision of the Legal Opinion; and
- (c) promptly instruct any third-party auditor or law firm as required by clause 3.5 and 3.6.

3.8 In connection with any internet Gaming Transactions, IFX may require (in its sole discretion and at the Customer's cost) that the Customer utilise a risk and fraud management tool (as deemed acceptable to IFX). Such risk and fraud management tool shall (without limitation) have the functionality to monitor an End Client's IP Address for any Gaming Transactions. IFX may require that such IP Address information is provided to it for any Gaming Transaction.

3.9 Any breach of this clause 3 (*Provision of information and documentation by the Customer*) by the Customer will be deemed a material breach of the Agreement which shall entitle IFX to suspend and/or terminate the Agreement or the Services at any time and without notice to the Customer, and IFX shall be entitled to indemnification under clause 7 of this Addendum in respect of any losses sustained as a result of such breach.

#### 4. ONGOING CUSTOMER OBLIGATIONS

4.1 The Customer undertakes that it shall comply with any requirements that IFX notifies to it from time to time, which shall include (without limitation) executing any documents that IFX is required provide to any Regulatory Authority for the purposes of providing the Services.

4.2 The Customer undertakes to maintain and enforce documented policies and procedures relating to the verification of its End Clients, including processes to verify the age, nationality and residency of its End Clients and how it safeguards End Client funds.

4.3 The Customer undertakes that it will carry out all necessary checks on each End Client as it is required to do under Applicable Laws and comply at all times with AML Laws.

4.4 The Customer undertakes to IFX that it shall notify IFX immediately:

- (a) upon becoming aware of any actual or suspected breach of Applicable Laws, AML Laws or this Agreement (including this Addendum) by the Customer or the End Client;
- (b) of any direct or indirect change control of the Customer;
- (c) of any changes to the structure of its Group;
- (d) of any change to any ultimate beneficial owners holding directly or indirectly 25% or more of the shares or voting rights in the Customer;
- (e) of any change to the right to appoint or remove a majority of the board of directors of the Company (whether directly or indirectly);
- (f) of any change to its officers or directors;
- (g) of any matter which could have an adverse impact on IFX's reputation;
- (h) of any matter which could affect the Customer's ability to continue to provide adequate services to its End Client(s) and which could result in detriment to an End Client;
- (i) if it is commencing the provision of a new type of product or service;
- (j) if it is commencing the provision of services into a new territory; and
- (k) if it ceases to undertake a regulated activity or significantly reduces the scope of such activity.

4.5 The undertakings in this clause 4 shall continue if and for so long as the Customer has access to ibanq and/or receives the Services.

4.6 The Customer acknowledges and agrees that IFX shall have no obligation to execute any Gaming Transaction or provide any Services that it considers, in its sole discretion, would breach Applicable Laws.

4.7 The Customer accepts and acknowledges that IFX may be prevented from performing all or part of the Services if it is issued with a notice to do so by any Regulatory Authority requiring IFX not to provide the Services.

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4.8 If a Regulatory Authority seizes funds held by IFX on the Customer's behalf (including on behalf of any End Client), or otherwise in relation to any of the Customer's alleged actions or omissions, the Customer accepts and acknowledges that:

- (a) (a) if the funds in question would otherwise be due to the Customer or any End Client, the funds retained or seized by the Regulatory Authority will not be reimbursed to the Customer; and
- (b) (b) if the funds in question corresponds to amounts already paid by IFX to the Customer, the Customer must repay IFX immediately and on demand any sums seized by the Regulatory Authority.

The Customer shall indemnify IFX in full in accordance with clause 7 for responding to any such request by the Regulatory Authority.

4.9 If applicable, the Customer must provide a notice on its website(s) to be displayed prior to executing any Gaming Transactions which:

- (a) states that internet gaming/gambling is illegal in some jurisdictions and that the Customer can only accept business from End Clients not located in a Prohibited Jurisdiction;
- (b) states that minors are prohibited from engaging in online gaming/gambling;
- (c) states that it is the End Client's responsibility to ensure that Applicable Laws in connection with online gaming/gambling are not illegal in that End Client's jurisdiction; and
- (d) Contain a thorough and complete description of the Customer's: (i) cancellation policies, (ii) the rules of play, and (iii) pay-out policies.

4.10 In the event that IFX is required to give assurances to a Regulatory Authority regarding the Customer or its business, IFX shall only do so: (1) in its sole discretion, and (2) upon receiving corresponding assurances from the Customer in a form satisfactory to IFX in its sole discretion.

4.11 In the event the Customer or an End Client closes an account held with IFX, IFX may elect (in its sole discretion) how those funds shall be returned to the Customer and/or End Client (as the case may be). The Customer shall provide all necessary information to assist with the return of funds by IFX to the Customer and/or End Client, and shall indemnify IFX in accordance with clause 7 for any losses (including on a time-spent and materials basis) to return the funds.

4.12 Any breach of this clause 4 (*Ongoing Customer Obligations*) by the Customer will be deemed a material breach of the Agreement which shall entitle IFX to suspend and/or terminate the Agreement or the Services at any time and without notice to the Customer, and IFX shall be entitled to indemnification under clause 7 of this Addendum in respect of any losses sustained as a result of such breach.

#### 5. ONGOING CUSTOMER RESTRICTIONS

5.1 The Customer undertakes to IFX that, it shall not (without limitation) directly or indirectly:

- (a) execute Gaming Transactions using ibanq or the Services where the End Client is located in a Prohibited Jurisdiction or otherwise execute Gaming Transactions contrary to Applicable Law;
- (b) use ibanq or the Services to provide, or to assist others in providing, Gaming or Gambling Services to any End Client located in a Prohibited Jurisdiction or do so contrary to Applicable Law;
- (c) execute or facilitate Gaming Transactions using ibanq or the Services where the End Client is not the Customer's immediate Client. Gaming Transactions which include one or more "layer" are prohibited by IFX;
- (d) use ibanq or the Services to process or assist others in processing bets from any person located in a Prohibited Jurisdiction or do so contrary to Applicable Law;
- (e) pay any profits/revenues arising from Gaming Transactions initiated or carried on in a Prohibited Jurisdiction, or contrary to any Applicable Law, into any accounts held with IFX;
- (f) grant an End Client access to the Customer's ibanq account or any ibanq sub-account without the prior written consent of IFX; and
- (g) sell chips or any other value that can be used, directly or indirectly, to game or gamble at other locations other than those the Customer wholly owns.

5.2 The undertakings in this clause 5 shall continue if and for so long as the Customer has access to ibanq and/or receives the Services.

5.3 Any breach of this clause 5 (*Ongoing Customer Restrictions*) by the Customer will be deemed a material breach of the Agreement which shall entitle IFX to suspend and/or terminate the Agreement or the Services at any time and without notice to the Customer, and IFX shall be entitled to indemnification under clause 7 of this Addendum in respect of any losses sustained as a result of such breach.



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### 6. WARRANTIES

6.1 The Customer hereby warrants and represents to IFX, that:

- (a) it holds all licences, consents, permits and authorities necessary to carry on the services it provides to the End Client (the **Consents**);
- (b) each of the Consents is valid and subsisting and there is no reason why any of the Consents may be revoked, suspended or cancelled (in whole or in part);
- (c) there are no matters that may have a material impact the Customer's ability to execute Gaming Transactions effectively and in compliance with Applicable Law; and
- (d) it acts in accordance with all Applicable Laws (including with respect to any obligations it has to safeguard End User and/or player funds), (each a **Warranty** together the **Warranties**).

6.2 Each of the Warranties shall be deemed to be repeated on each day that this Addendum is subsisting, by reference to the facts and circumstances then subsisting.

6.3 The Customer shall immediately notify IFX if it becomes aware of a fact or circumstance which constitutes (or which is reasonably expected to constitute) a breach of Warranty, or which would cause (or is reasonably expected to cause) a Warranty to be untrue, inaccurate or misleading.

### 7. INDEMNITY

Without prejudice to any other right or remedy available to IFX in the Agreement or at law, the Customer undertakes to indemnify IFX against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) which IFX sustains or incurs (including any cost incurred in enforcing this indemnity) in connection with the Customer's provision of the Gaming and Gambling Services and/or any breach of this Addendum or Applicable Law by the Customer.

### 8. GENERAL

**8.1 Termination.** Should the Customer fail to comply with or breach the terms of this Addendum, IFX may, in its sole discretion (i) terminate the Addendum; (ii) temporarily suspend access to all or any accounts held by the Customer; and/or (iii) permanently close all or any accounts held by the Customer. Without prejudice to the foregoing or any other right of termination right available to it, IFX may also terminate the Agreement or any Services, or suspend the provision of the Services with immediate effect (as notified to the Customer in writing) if:

- (a) the Customer's business has any withdrawal of a Consent;
- (b) on the instruction of IFX's banking partner(s); or
- (c) here is a change in IFX's gaming and gambling sector risk policy, where IFX, in its sole discretion determines that the relationship with the Customer as a gaming and gambling sector business represents an increase in risk or liability to IFX.

**8.2 Term.** This Addendum shall cease to apply upon permanent closure of accounts held with IFX by the Customer. Termination or expiry of this Addendum shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Addendum which existed at or before the date of termination or expiry.

**8.3 Assignment.** IFX may assign or transfer its rights under this Addendum to any other member of its Group. Save as set out in this clause 8.3, no party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this Addendum.

**8.4 Third Party Rights.** No one other than (1) a party to this Addendum (including their successors and permitted assignees), or (2) a member of IFX's Group, shall have any right to enforce any of the terms of this Addendum.

**8.5 Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Addendum or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**8.6 Variation.** IFX may vary or rescind the Agreement or this Addendum without the consent of the Customer.

**8.7 Governing Law and Jurisdiction.** This Addendum and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Addendum or its subject matter or formation.