Silver Sands Poker Terms and Conditions

Silver Sands Poker (the company) is an interactive Poker Room and website.

The use of the website is restricted to individuals of legal age who are resident in a jurisdictional area where the use of the company's website is not prohibited by law in such jurisdictions. The company provides on its website. Poker Rooms for consideration or as otherwise provided.

1. Any person (ie, natural, juristic, partnership or trust) ('the player') using the games/software on the company's website agrees and warrants that he/she has read the terms and conditions contained herein and further agrees to be bound by the following:

1.1. The player warrants that he/she is at least of legal age in the jurisdiction in which the player resides and further warrants that he/she is not prohibited by any relevant laws of the jurisdiction in which he/she resides to engage in the games and services offered by the company on its website.

1.2. The player understands that he/she may play in the Poker Rooms either, free of charge or for a consideration.

1.3. The player warrants that he/she does not find any of the Poker Rooms and/or services provided on the company's website offensive, objectionable, unfair or indecent.

1.4. The player warrants that he/she shall not hold the company, its employees, its officers, its directors, its licensees, its distributors, its wholesalers, its affiliates, its subsidiaries, it's advertising and/or promotion agencies, it's media partners, it's agents and/or retailers liable in any way, arising from any cause whatsoever.

1.5. The player shall and does fully indemnify the company and the companies aforesaid from any and all costs, expenses, liabilities and damages of whatsoever nature which may arise as a result of a player:

1.5.1. Accessing, using or re-using the company's website and/or services provided thereon
1.5.2. The use of any materials and/or products of the company's website
1.5.3. The accessing, using, re-using and participation in any Poker Rooms whether for consideration or not provided for by the company on the company's website
1.5.4. The acceptance of any prize, consideration or payout to the player and/or
1.5.5. For any transaction concluded by the player and/or the company.

1.6. The player warrants that he/she shall not participate in any of the games or services provided by the company, access, use or re-use any account which may be held by the player with the company, access the website of the company, nor will the player accept any prize or deposit with the company and consideration if the player does not fully understand, agree to and become a party to the terms and conditions as contained herein.

1.7. The player warrants that he/she shall abide by all the rules, regulations, terms and conditions contained herein and on the company's website without exception.

1.8. The player warrants that he/she is fully aware that the terms and conditions as contained herein and the rules and regulations in respect thereof may change from time to time. The player further warrants that it is his/her responsibility to establish from time to time any such changes.

1.9. The player warrants that he/she is solely responsible for any and all account transactions concluded with the company.

1.10. The player warrants that he/she will keep his/her account information confidential and not divulge any such confidential information to third parties.

1.11. In the event that a player's account information and confidential information ("information") in relation thereto (e.g. access codes. passwords, credit cards or banking details and the like) should become known to any third party, whether or not the player is aware thereof, the player indemnifies the company and will not hold the company liable for any losses or damages as a result thereof. The player further indemnifies the company without exception should the player incur any loss, damage or any liability, either towards the company or any other person as a result of confidential information being divulged or becoming known to any third party irrespective as to how such information is divulged or acquired by any third party.

1.12. The Company warrants that it will not divulge the identity and details or information of any player and that such information will remain confidential.

1.13. The Company will not report any information regarding player's transactions, only in circumstances where it is obliged to do so by law.

1.14. Any player applying for an account which would entitle a player to access and engage in games and/or services provided for by the company for monetary consideration, the player hereby unequivocally authorizes the company and/or its agents to investigate the creditworthiness of the player and furthermore to:

1.14.1. Investigate the validity of accounts, transactions and details in regard thereto

1.14.2. Monitor the account on a regular basis

1.14.3. Investigate any transactions, which may in the opinion of the company be irregular **1.14.4.** Request information or documentation as is required to validate information as supplied by the account holder.

1.15. The player hereby gives the company the right and authority to audit a player's account as and when it is deemed necessary in the opinion of the company, which shall include and not be limited to the changing of the account information and the auditing of any financial transactions in respect of the account.

1.16. In the event that an audit as aforesaid reveals that the player's account reflects charges for irregular financial transactions, unauthorized bonus use and/or the recovery of any financial

institution from time to time, the company may adjust the player's account accordingly and a decision of the company's accounts department for such charge and/or adjustments in respect thereof is final and binding on the player.

1.17. The player warrants that only one active account will be held with the company by a player and that the physical address and e-mail address provided by the player will be a valid physical address and a valid e-mail address.

1.18. Sharing of accounts is strictly forbidden and may result in closure of the accounts and forfeiture of all funds.

1.19. The company reserves the right to impose at its discretion any further limits as it may deem necessary in respect of accounts originating from environments where computers are shared (for example university campuses, internet cafés, etc).

1.20. The company reserves the right to determine whether play has been deemed to be promotion abuse, and has the right at its sole discretion to take the following action against such abusers:

1.20.1. The account may be immediately excluded from the relevant promotion, and may also be excluded from future promotional offers

1.20.2. Promotional funds may be deducted from the player's account

1.20.3. The account or accounts may be terminated if determined to be involved in promotional abuse

1.21. Financial considerations due to players by the company will only payout to players having one active account with a valid bank account, a valid physical address and valid e-mail address as aforesaid. Such accounts will be required to have completed the account verification process. For this purpose the company may request certain documentation or information from the account holder in order to validate account information as supplied by the account holder.

1.22. In the event that a player, has more than one active account with the company, provide any incorrect details and/or credit card details which do not correctly match the account details, all considerations due to the player and to be paid by the company will be cleared from the account(s) unless an alternative arrangement between the player and the company has been entered into and agreed upon.

1.23. In the event that a player defrauds the company, misrepresents any material fact or information or acts in any way prejudicial to the company, the company reserves the right to close any such player's account and all financial considerations which may be due to the player by the company will be forfeited forthwith.

1.24. All players, account holders, any persons accessing, using, re-using the company's website, games and/or services provided thereon by the company hereby warrant that they have read aforesaid terms and conditions, that they understand the content thereof, agree to be bound thereby and that they engage in any and all transactions whether for monetary consideration or

not with the company at their own risk and will not hold the company liable for any loss or damage which they may sustain from any cause whatsoever.

1.25. Players will need to make a real money deposit and rake a minimum of one hundred (100) hands, before he/she may request a withdrawal.

1.26. Any Player(s) suspected of abusing the Silver Sands Tournament points system will have a minimum of 5000 points deducted from their account and Silver Sands reserves the right to terminate the account indefinitely.

1.27. All Poker accounts that are inactive for a 180 day period will be deemed to be inactive and any balance in your account will be forfeited to the Company.

1.28. Silver Sands Acknowledges the fact that players on our site come from differing backgrounds and that for many of them English is not their first language, however at this time our policy is that English is the only language to be used in Silver Sands Poker chat.

1.29. Any players found abusing any of our Banking methods, deposit or withdrawal, (Depositing funds with minimal or no play) may result in the freezing of all funds in your account for up to 180 days and will incur penalties and fees of up to 15% of the funds. This is at the discretion of management, not to be exercised unreasonably.

1.30. Payments are processed by our accounts department within 24 to 48 hours, except on Weekends and Public holidays. Please note that some transactions may take up to 72 hours to reflect on your bank statement depending on bank to bank transfer delays. All payments up to R100,000.00 are paid within 2 working days, excluding weekends and public holidays. Additional winnings within the same month are paid at a rate of R100,000.00 per week. Please email <u>accounts@silversandspoker.com</u> with any queries.

1.31. Malfunctions void all pays and plays.

1.32. Silver Sands Poker does not accept players from the following countries:

Afghanistan, Austria, American Samoa, Angola, Bhutan, Bulgaria, Burundi, China, Cook Islands, Cuba, Cyprus, Denmark, Estonia, France, Guam, Holy See (Vatican City State), Hong Kong, Iran, Iraq, Italy, Korea, Democratic People's Republic of (North), Lao, Peoples' Democratic Republic, Lebanon, Libya, Macau, Marshall Islands, Mongolia, Myanmar, Nauru, Nepal, Nigeria, Niue, Northern Mariana Islands, Philippines, Poland, Puerto Rico, Russian Federation, Singapore, Somalia, Sudan, Syrian Arab Republic, Thailand, United States, United Kingdom, United States minor outlying islands, Uzbekistan, Virgin Islands US, Zimbabwe