



Terms & Conditions

Version 5.0
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Document Version

Version	Date	Person Responsible	Purpose
1.0	13/06/07	Igor Basara	First version
2.0	04/07/07	Igor Basara	Included suggestion by LGA
3.0	8/10/07	Igor Basara	Bonus Update
4.0	22/11/07	Igor Basara	Included Suggestions by Kyte
5.0	10/01/08	Igor Basara	Included Suggestions by Kyte and LGA

STELLAPOKER

License Agreement, Terms and Conditions and Privacy Policy between StellaPoker Ltd with company registration number C-40754 and address at Vincenti Buildings, Suite 412, 14/19 Strait Street, Valletta VLT1432, a limited liability company registered in Malta (a member of the EU since May 2004), under a license issued and regulated by the Lotteries & Gaming Authority ("LGA") of Malta (issued on 25th May 2007, license number LGA/CL3/325/2007) (hereinafter called the "Company"), and the player (hereinafter called the "User" or "you") for the use of the Company's online gaming system which is operated under the brand "StellaPoker". The software used when operating StellaPoker is licensed from Boss Media Malta Poker Ltd.

Please read this Agreement carefully and make sure that you fully understand the contents. The Company reserves the right to change the License Agreement, the Terms and Conditions and Privacy Policy from time to time. The User agrees to regularly view the License Agreement, the Terms and Conditions and Privacy Policy on the Company's gaming website.

This License Agreement, Terms and Conditions and Privacy Policy apply to both the Company and you as User. The Company agrees to provide the User with the services listed below. By pressing the 'I AGREE' button when entering the Company's gaming system, the User states that each time he/she enters the online gaming system, participates in the Games, and accepts any prize, the User represents that he/she fully understands and explicitly consents to the License Agreement, the Terms and Conditions and the Privacy Policy (including any revisions which may periodically take place) and how the Company's online gaming system operates.

The online games offered by the Company's online gaming system are hereinafter called "Games".

License Agreement

§1 The Company grants the User a personal, non-exclusive, non-assignable, and non-transferable license to use the Company's client software and online gaming system. The User may use the client software on a computer on which he/she is the primary user.

§2 The User may not copy the client software or written materials associated with the online gaming system. The User may not sublicense, nor assign or transfer his/her license, nor rent or lease any portion of the online gaming system. The User may not reverse engineer, decompile, disassemble, modify, translate, and/or make any attempt to discover the source code, or create derivative works based on the online gaming system.

§3 The Company's online gaming system in full title, all pictures, graphics, photographs, animations, videos, music, audio, text, and the software in full are protected by copyright laws. Any unauthorized copying or distribution is strictly forbidden and violators will be prosecuted.

Terms and Conditions

§4 Language: As the text in this Agreement as well as the rules and guidelines at our website may be presented in several languages. English is always the deciding language in case of differences in interpretation.

§5 Prevention and Investigation of criminal activities: The Company takes active measures necessary to prevent, and to investigate suspected cases of, all kinds of fraud, collusion, money laundering activities and/or other forms of criminal activity. Any such case may be reported to the relevant authorities.

§ 6 Fraud, Collusion, Improper behavior and Unlawful activities: In the event that the Company has reasonable grounds for suspecting that the User has been involved in any fraudulent, improper, collusive, misleading, fixing, manipulative or other unlawful activity in relation to the User's participation in any of the Games including but not limited to use of any software-assisted methods or techniques or hardware devices for the participation in any of the Games or manipulation of the Company's gaming system, or that the User has colluded or attempted to collude with another user of the Games or has been participating in the act of intentionally losing money to another player (chip dumping), or has provided incorrect information, the Company shall be entitled to take such action as it deems appropriate, including without limitation, immediately blocking the User from accessing the Games, terminating the User's Account, locking the User's gaming account, seizing all funds in the User's account and invalidating any bets placed by the User utilizing such fraudulent methods.

§ 7 Locked accounts: If a User's gaming account has been locked due to that the Company has had reasonable grounds for suspecting that the User has been involved in any fraudulent, improper, collusive, misleading, fixing, manipulative or other unlawful activity in relation to the User's participation in any of the Games as set out above under the section "Fraud, Collusions, Improper behavior and Unlawful activities", the Company will unlock the User's gaming account if the User lodges a complaint and provides the Company with reasonable proof that the User has not been involved in the aforementioned unlawful activities. The User must provide such reasonable proof to the Company latest within six (6) months from the date the gaming account was locked. Otherwise the User has lost the right to the funds in the locked gaming account and the funds will be seized by the Company. The procedure for lodging a complaint is set out under the section "Complaints" below.

§ 8 Security checks: In order to maintain a high level of security and to protect the User's funds, the Company may (by itself or by authorizing the company managing the online gaming account) perform random security checks. The User hereby accepts that the Company (and the company managing the online gaming account) has the right to demand additional documentation in order to verify the User in the event of such random security check.

§9 Eligibility: Participation in the Games is open to residents of legal age (18 years or the legal age of majority in his/her jurisdiction, whichever is greater) in a jurisdiction of residence where the Games are not prohibited. Employees of the Company, its licensees, distributors, wholesalers, affiliates, and subsidiaries are not eligible to participate in the Games.

§10 Responsibility: Before the User participates at the Company's online gaming system, he/she is responsible to verify the laws on gambling which govern the place where the online gaming system is used to determine whether there exist any restrictions and also act in accordance with such restrictions. The User fully understands standards and laws, as such standards and laws relate to the Games, of the community/legal jurisdiction where he/she is resident. The User has the complete and unrestricted legal right to participate in the Games and the User's participation in the Games is not prohibited by any government with proper jurisdiction.

§11 Rules and Policies: The User shall abide by any and all rules in the Games as set out in connection with the Games and/or in the corresponding help files such as the House Rules and the House Policies.

§12 Computer transmissions and Random number generator software: The User fully accepts that all computer instructions and responses sent over the Internet to and from the Company's online gaming system and the client software will be binding to the User. The User fully accepts and agrees that random number generator software will determine the outcome of the odds based Games (or the odds based parts of the Games). (In order to understand how to use the Company's online gaming system, the User can access the online gaming system and Games help file.)

§13 Errors and Incompleteness: The User acknowledges that full freedom from errors or incompleteness is impossible to achieve with respect to computer software. The User undertakes to promptly notify the Company in writing of any error or incompleteness in the Company's online gaming system which the User notice while accessing the Games. The user accepts that the Company may adjust the User's account balance in the unlikely event of a software error which incorrectly rewards a prize to the User.

§14 Taxes and Fees: Any applicable taxes and fees in connection with any awarded prize are the sole responsibility of the User. Prizes cannot be transferred, substituted, or redeemed for any other prize.

§15 Cancelled bets: When a User makes a bet, places an ante or posts a blind at a table during a cash game, this money is considered in play and may not be cancelled or returned to the User. In the case where a User has pre-selected a bet button that would automatically instruct a bet to be made, if the User wishes not to bet, the User must unselect the bet button before his/hers turn comes otherwise a bet will be made. In the case of tournaments, when a tournament buy-in is made, the User has the option to un-register from the tournament before it has deemed to have commenced and be refunded the full buy-in amount. Some exceptions may apply depending on the type of tournament and whether the User has made a direct buy-in to the tournament or advanced from a satellite.

§16 Minimum/Maximum bets: For cash games, these are defined by the relevant table limits (by currency) as well as the game type (i.e. limit, pot-limit, no limit) and rules for each game. For tournaments, these are defined by the total initial and additional buy-in amounts (by currency) as defined by the game rules. The User is prohibited to place a wager greater than the available funds in his/her gaming account.

§17 How To Register, Play and Close an account: The registration must be executed by you personally. The first time you run the StellaPoker program, you will be prompted to read the License Agreement and the Terms and Conditions for using StellaPoker's software. Afterwards, press the "I AGREE" button. Your computer will now connect to our gaming server. There are eight (8) steps to the process and should take 10-15 seconds. Once you have connected to the game server, please click the "NEW USER" button to register as a member of StellaPoker. Countries from where registrations are prohibited are not listed in the registration form, as amended from time. Fill in the required information including your full name, full address, date of birth, telephone number and email address. Please note that you are responsible for maintaining the information up to date and that any false information provided will be cause for suspension of your account. As a new member, you must choose a user name, password, and nickname. After you have verified that the entered information is correct, click "OK" and then follow the instructions on the screen. If you need any

assistance, please feel free to contact support@stellapoker.com. Your personal information will be treated in accordance with our privacy policy, please see below under the section "Privacy Policy". Please note that transferring of funds among players is strictly prohibited. You have the right to close your account at any time by contacting support@stellapoker.com.

§ 18 Login, Password, and Security Code: The User agrees that he/she is solely responsible for all use of the Company's online gaming system through his/her Login, Password, and Security Code. The User is obliged to keep his/her Login, Password, and Security Code secret and confidential. The User shall not allow any other person or third party; including, without limitation, any minor, to use or reuse User's account, accept any prize, or participate in the Games. Any unauthorized use of the Login, Password, or Security Code shall be the sole responsibility of the User and be deemed as his/her use. Any liability originating from such use shall be that of the User.

§ 19 One account only: Each User is only allowed to have one active gaming account with StellaPoker. However, a User may request a new gaming account on StellaPoker by contacting the Company at support@stellapoker.com and providing the reason for requesting the new account. If a new account is opened, the old account will be closed. The User acknowledges that the Company is not a financial institution and the User accepts that the User will not receive any interest on the funds in his/her gaming account.

§ 20 Payment management: In order to make bets and wagers in the Games the User may transfer funds to and from his/her gaming account to and from the Company's gaming system. The User accepts and authorizes the Company to instruct the company managing the gaming account to manage such deposits and withdrawals.

§ 21 Deposits: To deposit funds into the User's gaming account, the User can use any of the methods specified in the Cashier ("Cashier") which can be accessed through the Company's gaming system. Information regarding limits, processing time, qualifications and processing fees can also be found in the Cashier. Funds deposited into the Games must originate from a source not related to criminal activities.

§ 22 Withdrawals: To withdraw funds from the User's gaming account, the User can use the methods specified in the Cashier ("Cashier") which can be accessed through the Company's gaming system. In general the funds withdrawn will be credited back to the origin of deposit unless the Company is prohibited or unable to do so. Information regarding limits, processing time, qualifications and processing fees can also be found in the Cashier. The Company will only remit funds to the same account as is used for deposits. Any limitations on bonus withdrawals and restrictions on withdrawals of funds not played with are set out on the Company's gaming website. The Company will not make a payment in excess of 2,330 EUR (equivalent to 1,000 Maltese liri) out of the User's gaming account to the User until the User's identity, age and place of residence have been verified.

§ 23 Inactive accounts: An inactive gaming account is any gaming account that has been inactive for a period of six (6) months or more meaning that the account holder has not logged in for that period of time. Any gaming account deemed to be an inactive account will be charged an administrative fee equivalent to ten (10) Euro per month. The said administrative fee is not refundable and will be charged monthly until the inactive gaming account either becomes active again or the account balance is reduced to zero (0). If the User has not logged in on his/her gaming account for thirty (30) months the Company will remit the remaining balance in that account to the User, or if the User cannot be satisfactorily located, to LGA.

§ 24 Chat Rooms: The Company offers the User the possibility to chat in virtual chat rooms. The purpose of the chat rooms is to provide entertainment and communication among the user of the Games. All chat must be in English or the language specific for specially designed language tables. The User may only chat in a way that would be appropriate in a face-to-face meeting. Any foul, abusive or inappropriate language will not be tolerated and the User is not allowed to harass, threaten or embarrass other chatters. The User may not chat about a hand while it is in progress, offer advice to another player through the chat during a hand, urge a player to take any kind of action, chat about any current cards being held or any mucked cards the User held during a hand. The User is not allowed to promote any other gaming websites than the Company's and its affiliates. More detailed information about the chat room rules can be found on the Company's gaming website. The chat rooms for all Games will be supervised and in the case of Bingo games also moderated. All conversations in the chat rooms will be logged and recorded and suspicious chats will be reported to the relevant authorities. The User is responsible for his/hers use of the chat rooms and the User undertakes to comply with the chat room rules set forth in this paragraph and on the Company's gaming website. If the User breaches any of the aforementioned chat room rules, the User will be locked out from the chat room, either for a period of time or permanently. The Company reserves the right to remove chat rooms.

§ 25 Complaints: If a User has a complaint, the User can:

- a) call the Company on +46 470 705750; or
- b) email the Company at support@stellapoker.com.

The Company will use its best efforts to resolve a reported matter promptly.

If for some reason the User is not satisfied with the Company's resolution of the User's complaint, the User has the right to bring the unresolved dispute between the User and the Company to the LGA (e-mail: complaints@lga.org.mt).

§26 Governing law and Jurisdiction: The Games and the Company's online gaming system are subject to the laws and regulations of the nation of Malta. Any dispute arising out of or relating to the online gaming system, Games, prizes, website, client software, the Company, and/or the company managing the Users online gaming account, shall be governed by the laws of Malta, excluding choice of law principles, and shall be subject to the jurisdiction of Maltese courts.

Privacy Policy

§27 The Company is committed to respecting the User's privacy and to complying with applicable data protection and privacy laws. The Company has adopted the following Privacy Policy which will apply to the User when he/she uses the online gaming system and the related websites.

§28 "Personal Information" shall be defined as any information about the User that directly or indirectly identifies the User.

§29 The types of Personal Information the Company may collect from the User could include, for example, the User's name, contact information, birth date and billing information.

§30 Most of the Personal Information is supplied by the User on a voluntary basis and some is gathered automatically by the Company's systems such as statistical data on the User's use of the Company's website.

§31 The Company will only use the Personal Information it collects from the User to deliver the Company's gaming service, to provide user support and payment

services, to carry out necessary security and identity verification checks, to process any of the User's online transactions, to complete a transaction initiated by the User, to process any of the User's requests for information, to monitor website usage levels and the quality of the gaming service the Company provides, and to inform the User, from time to time, about products and services that the Company considers may interest the User (hereinafter the "Purposes"). The Company will not sell, lease, share or disclose your Personal Information except as set forth in this Privacy Policy.

§32 The Company has the right to share the User's Personal Information with its affiliates, subsidiaries, agents and suppliers only for the Purposes set out above. All recipients of the User's Personal Information shall be bound by this Privacy Policy and applicable data protection and privacy laws to keep the User's Personal Information private.

§33 Personal Information collected by the Company may be stored and processed in any country in which the Company or its affiliates, subsidiaries, supplies or agents maintain facilities, and the Company may transfer the Personal Information outside of the User's country.

§34 The Company also has the right to disclose the User's Personal Information to relevant recipients if it is required to do so by law, or if the Company believes in good faith that such disclosure is necessary to: (a) comply with any legal process served on the company or its gaming service; (b) protect and defend the Company's rights and/or property; (c) protect the safety of other users of the gaming service or the public or; (d) investigate any suspected violations of the Company's Terms and Conditions or user guidelines or License Agreement, fraud or other similar and/or unlawful activity performed by the User.

§ 35 At any time the User has the right to request what Personal Information is being held about him/her.

Revision date: 11/01/2008