TERMS AND CONDITIONS

Effective from 09/27/2025. (Version 2.2)

Please play responsibly. 19+. Ontario Only. If you or someone you know has a gambling problem and wants help, call ConnexOntario at 1-866-531- 2600 or visit the Responsible Gaming page at Responsible Gaming.

These Terms and Conditions **("Terms"**) apply to and are binding upon you if you participate in our online casino and / or online bingo.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY CONTAIN DISCLAIMERS OF WARRANTIES AND LIABILITIES THAT AFFECT YOUR RIGHTS.

These Terms and Conditions apply to all monies and wagers accepted by Delta iGaming Inc. **("Delta iGaming")** and all Services offered by, and on any Website provided by Delta iGaming **("the Site")**, including Delta Casino

Delta iGaming operates the Website as part of the open and regulated internet gaming market in Ontario conducted and managed by iGaming Ontario. The Player's gaming contract is with Delta iGaming as the provider of Services to the Player on behalf and as agent to iGaming Ontario. Delta iGaming is regulated by the Alcohol and Gaming Commission of Ontario (AGCO) and complies with the Registrar's Standards for Internet Gaming and all applicable Ontario laws.

THESE TERMS AND CONDITIONS ESTABLISH THE RULES GOVERNING YOUR PARTICIPATION AT THE ONLINE CASINO AND / OR ONLINE BINGO, YOUR ACCESS AND USE OF THE WEBSITE AS WELL AS YOUR USE OF ANY OTHER SERVICE OFFERED BY US, UNLESS OTHERWISE SET FORTH IN THESE TERMS AND CONDITIONS.

THE COLLECTION, PROCESSING, STORAGE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS IT RELATES TO YOUR PARTICIPATION AT THE ONLINE CASINO AND / OR ONLINE BINGO AND YOUR USE OF THE WEBSITE AS DESCRIBED IN OUR PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE. BY PARTICIPATING IN THE ONLINE CASINO AND / OR ONLINE BINGO, ACCESSING OR USING OUR WEBSITE, OR USING ANY OTHER SERVICES OFFERED BY US, YOU CONSENT TO OUR COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS DESCRIBED IN THE PRIVACY POLICY, AVAILABLE at Privacy Policy

DEFINITIONS

These Terms and Conditions replace any pre-existing Terms and Conditions that appeared on this Site or in connection with the Online Casino or Online Bingo. In these Terms and Conditions:

“Account” means a unique Account that has been issued to you by the Online Casino and / or Online Bingo;

“Agreement” means these Terms and Conditions.

"Online Bingo" means Pay to play Bingo Delta Casino or any site through which the Online Bingo may be offered or accessed from time to time

“Online Casino” means the casino accessed via the Casino Website and owned or operated by us;

“Online Casino Website” means Delta Casino or any other site through which the Casino may be offered or accessed from time to time.

“Charge-back” means when you, or a credit card issuing bank, or any other third-party payment solutions provider effects a reversal of charges in relation to your credit card or third-party deposit transaction.

“Closed Player Account” means an Account that has been closed, deregistered, or excluded by either us or you.

“Content” means all material, including without limitation information, software, data, text, editorial content, design elements, formatting, graphics, images, photographs, video, audio, music, sounds, and other content contained in, made available through, or delivered by means of the Services or otherwise made available in connection with the Services, excluding your Content.

“Dormant Account” means an account that has not been logged into for twelve (12) consecutive months.

“Dormant Player” means a player who has a Dormant Account.

“Inactive Account” means an Account which has not recorded any login or logout for a period exceeding thirty (30) consecutive days without the requirement of any financial transaction.

“Payment Service Provider” means a third party with whom we have an arrangement to process money transfers.

“Players” means a Player, a Dormant Player, or a Closed Account Player.

“Player” means any player who has registered an Account at the Online Casino or Online Bingo.

“Service” or “Services” means the availability and provision of Software that enables you to play at the Online Casino and / or Online Bingo using the Internet in connection with your use of the online games, being prescribed online lottery schemes iGaming Ontario is authorized to conduct and manage pursuant to, and as set forth in, the Alcohol, Cannabis and Gaming Regulation and Public Protection Act, 1996 (Ontario), your participation in promotions and giveaways that may be sponsored by either us or third party companies, your interactions with the server software, web

technologies and branded websites used to provide for the above and any communications you may have with Delta iGaming Inc related thereto and any other related services;

"Site" means the website https://deltacasino.com owned, controlled and/or operated by Delta iGaming Inc. and its affiliates and includes the online casino and online bingo offerings.

"Software" means any software owned by or licensed to us that must be downloaded or otherwise used in order for you to participate at the Online Casino and / or Online Bingo or in any Flash Games.

"Suspended Account" means the act where Delta iGaming may choose to suspend your Account at their sole discretion. Please see Section 10 – "Account Suspension or Termination".

"We", "us" or "our" means Delta iGaming Inc., which is the owner and operator of the Online Casino and Online Bingo Website.

"Website" means the Website operated by Delta iGaming as part of the open and regulated internet gaming market in Ontario conducted and managed by iGaming Ontario.

"You" or **"Your"** means any person who seeks to access or use the Website.

"Your Content" means any information, software, data, text, editorial content, design elements, formatting, graphics, images, photographs, video, audio, music, sounds and other content that you contribute, provide, post or make available using the Services.

"Your Jurisdiction" means the jurisdiction in which you are domiciled, reside or work.

1. ACCEPTANCE OF TERMS

a) The website Delta Casino **("Site")** is owned, controlled and/or operated by Delta iGaming Inc. and its affiliates (collectively referred to as "Delta iGaming Inc" herein). Delta iGaming Inc permits access to and use of the Site subject to the following Terms and Conditions **("Terms").** Delta iGaming Inc may, at its discretion, update the Terms at any time by posting a revised copy of these Terms on the Site. You will be required to actively accept the revised Terms and Conditions upon Your next log in following these changes. You can access and review the most current version of the Terms by clicking here or on the **"Terms and Conditions"** link at the bottom of each page of the Site or otherwise made available within the Site. The use of the Site is subject to all applicable federal laws and regulations for the Province of Ontario for which you have an Account and utilize the Site. You will be required to establish an Account (as defined below) to access and use the Site. You will be required to accept the Terms and Conditions of this Site prior to account creation as well as if applicable, any material changes to the Terms and Conditions that may occur in the future.

b) By accepting these Terms and Conditions you are fully aware that there is a risk of losing money when gambling by means of the Website and you are fully responsible for any such loss. You agree that your participation in the Online Casino and / or Online Bingo, access or use of the Website and use of the Services offered by Us is at Your sole option, discretion and risk. In relation to your Losses, you shall have no claims whatsoever against us or any of our partners or their respective directors, officers, or employees.

c) If you have any questions regarding the Site, please contact the customer support team **("Customer Support")** at online-support@deltabingo.com or our live chat service.

2.GOVERNING DOCUMENTS

a) Privacy Policy. In addition to the Terms, Delta iGaming Inc Privacy Policy at **("Privacy Policy")** governs your access to and use of the Site.

b) Other Terms and Rules. From time to time, Delta iGaming Inc may post additional terms, rules, guidelines, or policies related to promotions, special offers, bonuses and/or any other parts of your access and use of the Sites **("Special Rules").** These Special Rules will be posted.

(Collectively, along with these Terms, the **"Governing Documents"**)

PLEASE REVIEW THESE TERMS AND THE GOVERNING DOCUMENTS CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR ACCESSING OR OTHERWISE USING THE SITE OR ANY OF ITS COMPONENTS, YOU AGREE TO BE BOUND BY THE GOVERNING DOCUMENTS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU DO NOT AGREE TO BE BOUND BY THE GOVERNING DOCUMENTS, DO NOT ACCESS OR USE THE SITE.

To the extent there is a conflict between the Special Rules and these Terms, the Special Rules shall govern to the extent of such conflict. To obtain a copy of these Terms or any Governing Documents, you may:

i. Navigate to these Terms at **Terms and Conditions** or any of the Governing Documents at their respective URLs listed above on your computer and print a copy;

ii. Contact Customer Support at online-support@deltabingo.com and request a copy; or

iii. Write to Delta iGaming Inc at the following address and request a copy. Address: Delta iGaming Inc, 233 Speers Road Unit 2, Oakville, Ontario, L6K 2E9

3.GRANT OF RIGHTS

a) Your access to and use of the Site must further comply in all material respects with any usage guidelines posted by Delta iGaming Inc.

b) You acknowledge, agree, represent and warrant that (i) you are fully aware that there is a risk of losing money when placing a Wager by means of the Site; (ii) you are fully responsible for any such loss; (iii) it is your responsibility to ensure the details of Wagers are correct; and (iv) you are the only recipient of any winnings due to transactions on your Account and that no other person is entitled to any part of such winnings. You further agree that your use of the Site is at your sole option, discretion, and risk. In relation to any loss, you shall have no claims whatsoever against Delta iGaming Inc, any of its affiliated companies or group of companies, licensors, Site providers, or their respective directors, officers, members, management companies, employees, subcontractors, third party Site providers, agents, representatives, or any affiliates of the foregoing.

4.RESPONSIBILITY FOR CONTENT AND RIGHTS TO CONTENT

a) You acknowledge and agree that all information, data, text, software, music, sounds, photographs, graphics, videos, messages, scripts, tags and/or other materials accessible through the Site, whether publicly posted or privately transmitted **("Content")**, are the sole responsibility of the person from whom such Content originated. This means that you, and not Delta iGaming, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the Site **("Your Content")**, and other users of the Site, and not Delta iGaming, are similarly responsible for all Content they upload, post, email, transmit or otherwise make available through the Site **("User Content")**.

b) You acknowledge and agree that Delta iGaming has no obligation to pre-screen Content (including, but not limited to, Your Content and User Content), although Delta iGaming reserves the right in its sole discretion to pre-screen, filter, refuse or remove any Content. Without limiting the generality of the foregoing, Delta iGaming shall have the right to remove any Content that violates the Terms or that it deems objectionable.

c) To the extent that you upload, post, email, transmit, or otherwise make available any Content through the Site, you represent and warrant that: (i) you have all necessary right and authority to grant the rights set forth in the Terms with respect to Your Content; and (ii) Your Content does not violate any copyright, trademark, right of privacy, right of publicity or any other right of any third party.

d) Delta iGaming does not claim ownership of Your Content. However, you grant Delta iGaming and its Site providers a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable, transferable license to use, distribute, transmit, reproduce, modify, adapt, create derivative works from, publicly perform and publicly display Your Content in connection with the Site. You understand that the technical processing and transmission of data associated with the Site, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

e) Except with respect to Your Content, as between you and Delta iGaming, you agree that Delta iGaming and/or its licensors own and retain all rights, title and interest in the Site and all materials within the Site. Except with respect to Your Content or as expressly permitted by the Terms, you may not: (i) use, distribute, transmit, reproduce, modify, adapt, create derivative works from, publicly perform or publicly display any Content; (ii) frame or utilize any framing technique to enclose any Content; (iii) decompile, decode, disassemble, reverse engineer, reverse assemble or otherwise attempt to discover any source code or the architectural framework for any software within or associated with the Site; or (iv) access the Site for purposes of developing, marketing, selling or distributing any product or Site that competes with or includes features substantially similar to the Site or any products or Sites offered by Delta iGaming. Delta iGaming reserves all rights not expressly granted to you.

f) Certain Content is reproduced by Delta iGaming under license, as set forth within the Copyright Notices, available at (insert hyperlink if applicable).

g) The names, logos and other trademarks of Delta iGaming are identified within the Trademark Notice, available at (insert hyper link if applicable) **("Delta iGaming Marks")**. The absence of any name, logo, icon or other trademark from such list does not constitute a waiver of any intellectual property rights that Delta iGaming may have established in such name, logo, icon or trademark. You agree not to display or use in any manner any Delta iGaming Marks without Delta iGaming's prior written consent. The exclusive rights to Delta iGaming Marks are hereby expressly reserved by Delta iGaming.

5.USER CONDUCT

In connection with your access to or use of the Site, you shall not:

a) upload, post, email, transmit or otherwise make available any Content or material that:

i. is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise objectionable.

ii. may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement).

iii. infringes any patent, trademark, trade secret, copyright or other proprietary right of any party.

iv. consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages, or any other form of solicitation; or

v. contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware.

b) impersonate any person or entity, including, but not limited to, Delta iGaming personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity.

c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Site.

d) act in a manner that negatively affects the ability of other users to access or use the Site.

e) take any action that imposes an unreasonable or disproportionately heavy load on the Site or its infrastructure.

f) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site.

g) attempt to gain unauthorized access to any parts of the Site, the servers, or networks on which the Site are hosted, or any servers, computers, networks or databases used by or otherwise connected with the Site.

h) use spiders, crawlers, robots, bots, artificial intelligence, or any other similar means to access or use the Site or substantially download, reproduce, or archive any portion of the Site.

i) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Site, including, but not limited to, your user account and password.

j) engage in any activity regarding methods of violating the Governing Documents, including cheating or collusion techniques, money laundering or otherwise undertaking fraudulent or illegal gaming activity; or

k) reverse engineer, decompile, disassemble, or otherwise attempt to determine the source code of the Website.

l) violate any applicable local, state, provincial, federal, national, or international law or regulation.

6.REGISTRATION AND OPENING AN ACCOUNT

a) In registering for the Site, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Site's registration forms; and (ii) maintain and promptly update your information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Delta iGaming reasonably suspects that you have done so, Delta iGaming may refuse to register, suspend or terminate your Account at its sole discretion.

b) In order to register a player account for the Site (an "Account"), you hereby agree, represent and warrant that:

i. You are at least nineteen (19) years old. No one under the age of nineteen (19) may open an Account or to gamble within the Site. Delta iGaming reserves the right to request proof of age documentation from any applicant or customer at any time and to void any wagers with minors.

ii. You will only access the Site from Ontario, Canada.

iii. You agree to provide true and accurate registration information when opening your Account, including, name, date of birth, address, player contact information and proof of your identity and age and such other information as Delta iGaming may request. You further agree to inform Delta iGaming of any changes in such details

iv. All information supplied when registering with the Site or otherwise required to access the Online Casino and / or Online Bingo must be accurate and complete in all respects, and you will be required to confirm as such prior to account creation.

v. You register and use only one (1) account using your own legal name.

vi. You are opening your account for gaming purposes only.

vii. You acknowledge that you are opening your account with the Site solely for your personal use, and you are not acting on behalf of any third party.

viii. You will not attempt to sell or otherwise transfer the benefit of your Account to any third party and nor will you acquire or attempt to acquire an Account which has been opened in the name of a third party.

ix. You are legally capable of entering into binding contracts, including the Governing Documents and each subsequent Bet (which shall be governed by the Governing Documents);

x. You are not prohibited for any reason from using the Site. You further agree to inform Delta iGaming of any changes in such details.

xi. You are not currently subject to a self-exclusion from the Site and no operator (including Delta iGaming) has excluded you, from gambling; and

xii. You are not an Excluded Person or a Prohibited Participant. You agree that you shall immediately notify Delta iGaming via email to online-support@deltabingo.com in the event you become an Excluded Person or a Prohibited Participant.

xiii. At the time you register your Account, you must disclose whether you are a Politically Exposed Person ("PEP") in Canada or abroad, a Head of an International Organization ("HIO"), or if you are closely related to or have a close personal or business association with a PEP or HIO ("Related Party"). You must also inform us without delay if your status changes at any point while your Account remains active.

c) You are fully responsible for all activities that occur under your Account. You shall not allow another person to access and use the Site using your Account. You are responsible for keeping your username, password and all log-in details confidential and you may not share your Account or password with anyone. You shall not attempt to access or use the Site by means of another person's Account. You agree to immediately notify Delta iGaming of any actual or suspected unauthorized use of your Account or password or any other similar breach of security. Delta iGaming will not be liable for any loss you incur due to any unauthorized use of your Account.

d) Credit. The Online Casino and Online Bingo do not allow Players to gamble on credit. Neither this nor any part of these Terms and Conditions should, in any way, be construed to imply or infer that Players should seek additional credit in order to play any game or use any feature on the Online Casino or Online Bingo.

e) Transfer Between Accounts. The Site does not permit the transfer of funds between Player Accounts.

f) Adjustments. There may be some instances in which it may be necessary for the Online Casino and / or Online Bingo to perform adjustments to Player Accounts and/or Player Account balances. If such adjustments are necessary, only authorized personnel will be permitted to make those adjustments. All adjustments to Player Accounts and Player Account balances will be recorded and

logged completely, clearly, and accurately by the Online Casino and / or Online Bingo including, at a minimum, the specific reasons for such adjustment.

g) Excluded Persons are not permitted to establish an Account or use the Site. In Ontario, Excluded Persons include:

i. Individuals under 19 years of age.

ii. Every individual who advises Delta iGaming that the individual is participating in a self-exclusion process that applies to the Site;

iii. An individual who is known by Delta iGaming to have been restricted from accessing the Site or is otherwise restricted from playing a lottery scheme as a condition of a court order.

iv. Individuals who Delta iGaming has reason to believe have been excluded from the Services under subsection 3.6(1) of the Gaming Control Act, 1992 (Ontario) **("GCA")** which allows the Registrar to exclude persons from gaming sites under certain circumstances;

v. Officers, members of the board of directors, or partners of Delta iGaming.

vi. Executives or staff of a trade union who represent or negotiate on behalf of employees employed by Delta iGaming, if applicable.

vii. Employees of registered suppliers to Delta iGaming who maintain or repair gaming equipment for Delta iGaming.

viii. Members or employees of the AGCO or any of its subsidiaries, including iGaming Ontario; and

ix. Officers, members of the board of directors, or employees of the Ontario Lottery and Gaming Corporation **("OLG")** or iGO, unless they are within the description set out in subsection 22(6) of Ontario Regulation 78/12.

h) None of the Owners, officers, directors, or employees of Delta iGaming Inc., or any other company within the Brand Owner's group of companies, or their suppliers, vendors, consultants, or agents, as well as any land-based operations managers, are permitted to register for or open an account. Employees of land-based operations up to and including the level of Assistant Manager are permitted to register for and open an account. This restriction also applies to relatives of persons who are not permitted, and for this purpose "relative" includes such person's spouse, partner, parent, child, and sibling. Any person listed in this section is an Unauthorized Person.

i) Underage Gambling. In Ontario, a person who is under nineteen (19) years of age is not eligible to participate in Internet gambling. Delta iGaming carries out age-verification checks on all individuals during the Account creation process. Delta iGaming will ask for information to verify

your age and identity (which may include requesting a copy of government issued photo identification) and can restrict or suspend your Account until your age and identity are confirmed. By signing up for an Account, you consent to Delta iGaming's confirmation of your age and identity, directly and with third-party identity and identification verification service providers. Please note that anyone under 19 years of age who is found to be using the Site may be reported to law enforcement and be subject to other legal penalties.

j) No Gaming Outside of Ontario. You must be physically located in the Province of Ontario in order to participate in our online casino games and online bingo.

k) Violation of this Section. In the event that you are found to have breached any of the terms in this Section:

i. Delta iGaming may suspend or terminate your Account.

ii. Delta iGaming may refer the matter to the police, or any other appropriate regulatory authority.

7.RULES OF PLAY

a) You hereby agree to be bound by the aforementioned rules of play, as established in the Online Casino and Online Bingo and FAQs as if they were specifically incorporated into these Terms and Conditions.

b) In the event of a payout being left in play on any game, we reserve the right to collect and subsequently credit the Player's balance with that amount.

c) If requested, funds will be returned where a Player has self-excluded under our self-exclusion program due to a gambling addiction or related concerns. Refunds will be processed to the original payment method where possible. If the original method is unavailable, an alternative verified payment method will be requested. Refer to Section 23 for further information and restrictions.

d) After beginning a gaming session, Players who are idle or inactive for thirty (30) minutes will be automatically logged out of that session and will have to log back into their player account before resuming play.

e) From time to time, updates to our systems may result in changes to how bonuses, credits, or other account details are displayed. All balances and entitlements remain accurate and are reflected in your player account. Please contact Customer Support if you notice any discrepancies.

f) All bonuses, promotions, and similar incentives are governed by applicable Special Rules. These may include conditions such as expiry, wagering requirements, or forfeiture in cases of misuse, failure to meet eligibility criteria, or prolonged account inactivity.

8.DISPUTES

a) Delta iGaming's customer care and dispute resolution **("CCDR")** program was developed to ensure Delta iGaming responds to player complaints and disputes in accordance with its operating agreement with iGaming Ontario, including but not limited to iGO's Customer Care and Dispute Resolution Policy. Delta iGaming responds to player complaints, disputes, and inquiries in a timely, fair, transparent, and appropriate manner. All player complaints and disputes will be adjudicated in accordance with Ontario law, pursuant to Section 9 of the Terms and Conditions.
b) Players may submit complaints by contacting Delta iGaming through live chat or by emailing online-support@deltabingo.com . Delta iGaming will acknowledge receipt of a formal complaint within five (5) business days and aims to resolve all complaints within ninety (90) calendar days from the date received. If you are not satisfied with the outcome or believe your concern has not been adequately addressed, you may escalate your complaint to iGaming Ontario.
Escalations can be submitted through iGaming Ontario's website:
https://www.igamingontario.ca/en/player/player-support
For more information on how complaints and disputes are handled, please refer to our CCDR Policy CCDR
c) Delta iGaming's Customer Care and Dispute Resolution (CCDR) program is available to players free of charge. It does not apply to complaints concerning the interpretation or application of the law, or to actions or decisions made by any governmental or regulatory authority.

9.COMPLAINTS AND DISPUTES

These Terms are governed by the laws of Ontario and Canada. Any dispute shall be resolved under Ontario jurisdiction.
If you have a complaint related to your account, transactions, gameplay, or our compliance with applicable rules, you may contact Customer Support via email or live chat, available between 9:00 AM and 1:00 AM EST. We will acknowledge your complaint within five (5) business days and aim to resolve it within ninety (90) calendar days of receipt.

If you are not satisfied with the outcome, you may escalate the matter by emailing online-complaints@deltabingo.com, where it will be reviewed by a senior member of our team. A final response will be provided within fourteen (14) business days of the escalation.
For more information about how we handle complaints and disputes, please refer to our CCDR Policy CCDR
Should you remain dissatisfied after our internal process, you may escalate the complaint to iGaming Ontario **(iGO)** by visiting their Player Support page:
https://www.igamingontario.ca/en/player/player-support
If your concern involves regulatory matters such as advertising, game integrity, or potential unlawful activity you may also contact the Alcohol and Gaming Commission of Ontario **(AGCO)**:
https://www.agco.ca/en/lottery-and-gaming/internet-gaming-complaints
416-326-8700 or 1-800-522-2876 (toll-free in Ontario)
Monday to Friday, 8:30 a.m. to 5:00 p.m.

10.ACCOUNT SUSPENSION OR TERMINATION

a) Without restricting Delta iGaming's ability to rely on other remedies that may be available to it, Delta iGaming may suspend or terminate your Account and/or cancel any Bets placed by you, at its sole discretion, if you are suspected of any of the following:

i. Engaging in illegal or fraudulent activity while using the Site.

ii. Breaching any term of these Terms, or any of the Governing Documents.

iii. Taking unfair advantage over Delta iGaming or any other player or are otherwise acting in an unfair manner (for example, by exploiting a fault, loophole or error in the Site, by collusion or by any other means).

iv. Becomes an Excluded Person or a Prohibited Participant, or Delta iGaming is made aware from a third party that you are an Excluded Person or a Prohibited Participant; or

v. Unable to meet your payment obligations, have become bankrupt or that you may have self-excluded.

b) Delta iGaming may suspend or terminate your Account and/or cancel any Bets placed by you if Delta iGaming is required to do so by law.
c) Irrespective of whether Delta iGaming suspends or terminates an Account and notwithstanding any other provisions in these Terms, Delta iGaming may decide to cancel or void any bet at its sole discretion where:

i. there is a technological failure; or

ii. where in its reasonable judgment, there is a palpable error in the terms of a wager offered to, or placed by, any party.

d) If you have a question relating to your Account, it is your responsibility to notify Customer Support promptly, providing as much information as may be required by the Customer Support agent.

e) Following termination or suspension of your Account, Delta iGaming may, in the normal course of business, return any funds in your Account. Please contact Customer Support to request any funds held in suspended or closed Accounts. However, Delta iGaming reserves the right to withhold the funds in your Account from you pending the determination of any investigation (including any relevant external investigation) where:

i. Delta iGaming suspects you have acted in breach of these Terms or any other agreement relevant to your activities within the Site, including where Delta iGaming suspects the Account has been linked with fraudulent activity; and/or

ii. Delta iGaming has to withhold the funds in your Account by law or to comply with any advice, request or instruction from any governmental, regulatory or enforcement authority.

f) If an internal or external investigation reasonably demonstrates that you have acted in breach of these Terms, the Governing Documents, any other agreement relevant to your activities on the Sites, or that your Account has been linked with fraudulent activity and/or Suspicious Betting, Delta iGaming reserves the right to seize some or all the funds in your Account. The disposition of any funds obtained by Delta iGaming in this manner will be at its sole discretion and/or in accordance with any advice, request, or instruction from any governmental, regulatory or law enforcement authority. In addition, if formally requested by law enforcement, gaming regulators, or taxation or other authorities, or in the event that you fail to provide Delta iGaming with sufficient information to identify yourself in accordance with Delta iGaming's internal procedures or those procedures imposed on it by the gaming regulatory authorities ("Gaming Authorities") for Ontario and/or other authorities, Delta iGaming may suspend your Account and all functionality relating to the use of your Account (e.g. wager management and withdrawal of funds) and withhold from you any funds in your Account pending the final determination of any criminal or other legal proceedings or investigation to which such a request may relate or until you provide the necessary 'know your customer' or 'age verification' information as appropriate.

g) For the avoidance of doubt, at no point during any such suspension or termination period will interest accrue to you on any funds in your Account.

11.DEPOSIT AND WITHDRAWALS

a) Deposits. To wager on casino games or play online bingo on the Site, you need to deposit funds in your Account. All funds in Accounts are held in a separate account held in the name of Delta iGaming. Funds deposited via a payment processor may take a few days to clear before they are held in this account, during which time they will be held in the account of the relevant payment processor. The funds in your Account are held on your behalf by way of security to meet any payment obligations you may incur as a result of gaming on the site or using any of the other products or Sites supplied by Delta iGaming. Please note that interest is not payable on the funds held in your Account. You undertake that:

i. All money that you deposit in your Account originates from a payment source of which you are the legal owner.

ii. All money that you deposit in your Account is free from and unconnected to any illegality and does not originate from any illegal activity or source; and

iii. All payments made into your Account are authorized and you will not attempt to reverse a payment made into your Account or take any action which will cause such a payment to be reversed by a third party in order to avoid any legitimate liability.

iv. You accept that all transactions on your Account may be subject to anti-money laundering and source of funds due diligence, and that any transactions made on your Account which Delta iGaming deems suspicious may be reported to the appropriate authorities.

b) Deposits to your Account may be made using methods including but not limited to the following:

i. **DEBIT AND CREDIT CARDS**: Debit and Credit cards with a VISA logo can be used to make deposits. Please note that not all issuing banks will process debit and/or credit transactions related to online gaming. If using a credit or debit card, the Player's name MUST be the same as the name used when registering with the Website. Where this is not the case, we may suspend Your Account. When an account is suspended, you may contact Customer Support for details of our verification process at the following email: online-support@deltabingo.com

ii. INTERAC E-TRANSFER®: You can deposit funds to your Account using the Interac e-Transfer Site.

c) Withdrawals. Delta iGaming performs several controls and checks before any withdrawal request is processed. These checks are part of Delta iGaming's ongoing commitment to maintaining the security of customers' Account and funds. Delta iGaming may request a copy of a valid government issued photo identification from you to confirm your identity when you request a withdrawal. Delta iGaming may also request evidence of your ownership of and control over the account to which you are directing funds to be deposited. Withdrawals from your Account may be requested using methods including but not limited to the following:

i. payment network original credit transfer (OCT) via Visa Direct, or via Interac e-Transfer withdrawal; or,

ii. by contacting Customer Support for wire transfer withdrawal.

Once you request a withdrawal, the Customer Support team will process the request and may contact you for further information to process the withdrawal request. Delta iGaming endeavours to process withdrawals within one (1) business day, however this timeline may be impacted by Delta iGaming's internal control procedures and the time it takes to receive any requested documentation. The availability of withdrawn funds may be subject to standard banking restrictions.

d) Third Party Payment Processors. Delta iGaming may use one or more third party payment processors to process deposit and withdrawal requests. You acknowledge and understand that Delta iGaming's payment processors may impose limits on the number of bank accounts you may associate with your Account, impose limits on the number of credit or debit cards you may use on the Site, perform 'know-your-customer' procedures to verify your identity, and perform anti-money laundering, anti-fraud, and source of funds verification when you deposit and withdrawal funds to and from your Account.

12.GAMING

By gaming with Delta iGaming, you represent and warrant, that you are not prohibited from gaming and that you will only attempt to game within the geographic boundaries of the province of Ontario.

13.WINNINGS AND PAYMENT

a) All cleared winnings will be credited to the Player's Account.
b) All currency for Users of the Site in Ontario, Canada is in Canadian Dollars (CAD).
c) All winnings and payments are subject to our Terms and Conditions and checks that may be required under Ontario Law and Regulation.

14.OUR PROMOTIONS AND BONUSES

a) We may offer promotions, bonuses or special offers from time to time which are subject to the User Agreement, the Bonus Policy and promotion-specific terms and conditions made available to you ("Promotion Terms"). In the event of a conflict between the User Agreement, the Bonus Policy and/or the Promotion Terms (to the extent that the terms apply to a bonus or special offer), the following order of priority shall apply: (i) Promotion Terms; (ii) Bonus Policy; (iii) User Agreement.
b) You should check the relevant terms and conditions before participating in any promotions, bonuses, contests, competitions or special offers as by participating in such, you accept and agree to be legally bound by such terms.
c) We may cancel, modify or suspend the promotion, contest, competition, bonus or special offer, including without limitation, where required for security reasons, to comply with applicable law or regulation due to abuse or otherwise where the promotion is not capable of being conducted as specified as a result of exceptional circumstances. Other than where necessary to prevent fraud or other similar unlawful behavior, any such cancelation, modification or suspension will not apply to you if you have opted into the promotion, bonus or special offer, made a deposit in expectation of receipt of a bonus or other benefits offered, and/or commenced to participate in the promotion, bonus or special offer prior to the date of the communication of the cancelation, modification or suspension.
d) In the event that we reasonably suspect that a user of the Service is undertaking Special Offer Abuse, then we may take one or more of the following actions:

i. request that you provide any one of the following: (i) government issued ID verification document (such as driver's license, passport or birth Certificate); (ii) proof of address (utility bill such as electricity or water bill, or a bank statement in your name, showing the address as registered on your account); or (iii) proof that the payment method registered is yours (such as front and back copies of your debit card, with the

middle digits and security CVV code covered). Such documents can upload through the Cashier, designated pop-up or sent to us by email, as shall be applicable from time to time. We may request that copies of such documents are certified at your own expense, meaning that the documents are stamped and attested by a competent professional who holds a position normally recognised as acceptable by Ontario law for such certification, if, for example we reasonably believe that your document is not legitimate or valid. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way proved to mislead or misrepresent – we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents. Any failure by you to provide the documentation referenced above, will result in you failing the verification process,

ii. deny, withhold or withdraw from any user any bonus, offer or promotion, either temporarily or permanently, or

iii. close that user's account and terminate the User Agreement in accordance with Section 10.

e) If we have concerns about the nature or extent of your gambling from a responsible gambling perspective, we may restrict you from being eligible for bonuses on a temporary basis. We will inform you by email if this restriction is applied to your account and the period for which it will apply.

f) Any complimentary bonus (whether real money bonuses, chat points or some other form of incentive) credited to your account must be used in adherence with such terms and conditions.

g) We may, from time to time, offer you special promotions. These promotions may be notified to you by various means, including but not limited to (i) email, (ii) telephone, and (iii) additional windows opening from within the Software, unless you have unsubscribed from receiving marketing by these means. Promotions begin at 00:00 and end at 23:59 EST on specified dates, unless stated otherwise in the applicable Promotion Terms.

h) We will provide you with an opt-out option in relation to various types of communications from us and should you choose to opt-out from communications we shall respect your wishes in such regard.

i. Bonus funds are subject to wagering requirements; this means you are obligated to make wagers totaling a particular value in order to be able to withdraw bonus funds and

any winnings associated with those funds. Please see the Bonus Policy below for more details on wagering requirements.

ii. Unless otherwise indicated in the promotion correspondence or an on-line offer, an offer is intended for the addressed recipient or category of recipient only and cannot be transferred. If you are not the intended recipient or within the intended category of recipient then the offer is null and void.

i) To be eligible to participate in any promotions, bonuses, contests, competitions or special offers, you must be a "Qualifying Player" i.e. you must:

i. be Legally of Age;

ii. be legally entitled to use the Services in accordance with the User Agreement;

iii. unless the applicable Promotion Terms indicate that a "no purchase necessary" route is available and subject to any provisions in the User Agreement, have successfully completed registration on our Site and opened a real money player account in accordance with the User Agreement;

iv. satisfy any other eligibility criteria set out in the relevant Promotion Terms ; and

v. not be an Unauthorized Person (as defined below):

j) None of the Owners, officers, directors or employees of Delta iGaming Inc., or any other company within the Brand Owners' Group of companies, or their suppliers or vendors, consultants or agents, or any land-based operations managers, are permitted to participate in an offer. Employees of land-based operations up to and including the level of Assistant Manager are permitted to participate. This restriction also applies to relatives of persons who are not permitted, and for this purpose 'relative' includes such person's spouse, partner, parent, child, and sibling. Any persons listed in this section is an Unauthorized Person.

15.BONUS POLICY

a) Eligibility

Bonuses and promotions are available once per account, payment method, or device.

To qualify, players must:

i. Be 19 years or older

ii. Have made at least 1 minimum deposit ($20)

iii. Be physically located in Ontario

iv. Not be on any self-exclusion list, including iGaming Ontario's centralized self-exclusion database or Delta iGaming Inc. internal list

v. Have a fully verified account (KYC) before withdrawing any promotion-related funds

b) Bonus Activation and Expiry

i. Players can view their bonus and wagering requirement progress at any time under the 'My Account' page.

ii. Bonuses must be claimed within 7 days of being offered or issued

iii. Players have 30 days to complete applicable wagering requirements after claiming. The countdown begins from the moment the bonus is credited and can be tracked via the player's account dashboard.

iv. If a player does not log in for 30 consecutive days, all active bonuses and any unclaimed winnings may be forfeited

c) Wagering Requirements

i. Slots:20x wagering requirement

ii. Bingo Bonuses: 2x wagering requirement

iii. Table Games: 10x wagering requirement

iv. Example: A $10 slot bonus requires $200 in wagers before withdrawal.

d) Free Spins Policy

i. Free Spins are available through select promotions and rewards

ii. A qualifying deposit of at least $20 is required before Free Spins can be activated

iii. Free Spin winnings have a 1x wagering requirement

iv. Free Spin winnings are capped at $200; any winnings beyond this amount will be forfeited

v. Free Spins expire 7 days after being issued

e) Free Bingo Cards & Games

i. We love rewarding our players with free bingo cards and access to special bingo games. Here’s how it works:

ii. Free bingo cards or entries may be offered through promotions, emails, loyalty rewards, or onsite pop-ups.

iii. You must have a fully verified account and must not be on any self-exclusion list to qualify.

iv. No deposit is required to participate in most free bingo games, unless specified otherwise.

v. Winnings from free bingo games or cards may be issued as:

vi. Real cash

vii. Bonus funds

viii. Additional free bingo cards

ix. The type of reward will be clearly stated in the promotion.

x. Note: If winnings from a free bingo game are issued as real cash or additional bingo cards, no wagering applies. If winnings are issued as bonus funds, the standard wagering requirements apply, unless otherwise stated in the specific promotion.

xi. Free bingo entries are time-limited and only valid for the specified game or session. Missed or expired entries will not be reissued.

f. Game Contribution Toward Wagering

Game Type	Wagering Requirement	Contribution
Slots	20x	100%
Bingo Bonuses	2x	100%
Table Games	10x	50%
Free Spin Winnings	1x	100%
Free Bingo Winnings (if bonus funds)	As stated	100%
Live Dealer Games	N/A	0%

g. Real Cash vs Bonus Funds

i. Real money is always used first when placing bets.

ii. You can withdraw your cash at any time — it won't affect any bonus you're using;

iii. Bonus funds remain active unless you opt out or the promotion expires.

h. Opting Out

i. You can opt out of any promotion or bonus at any time via your account or by contacting Customer Support;

ii. Opting out removes the bonus and any unconverted winnings but does not impact your cash balance.

i. Abuse Prevention

i. One bonus per player/account

ii. Use of multiple accounts, bonus abuse tactics, or attempts to circumvent these terms may result in forfeiture and review of your account. This may result in additional actions such as immediate suspension or closure of your account.

iii. Delta iGaming Inc. may restrict or revoke bonus access at its discretion.

j. Withdrawals

i. Cash balances are always available for withdrawal;

ii. Bonus funds and related winnings become available for withdrawal only after completing wagering requirements;

iii. Free bingo winnings paid as real cash or additional cards are not subject to wagering and are withdrawable immediately if applicable.

k. General Terms

i. All promotions comply with AGCO and iGaming Ontario regulations

ii. Delta iGaming Inc. reserves the right to change, suspend, or cancel any bonus or promotion at any time;

iii. Bonuses are capped at 200% of the qualifying deposit amount, unless otherwise stated;

iv. Each promotion may have its own specific terms and conditions — if there's a conflict between those and this policy, the promotion-specific rules will take precedence;

v. By participating in any promotion or claiming a bonus, players agree to all terms in this policy and the individual offer.

16. ERRORS

a) Should funds be credited to an Account in error, it is the Account owner's responsibility to notify Delta iGaming of the error without delay. Any winnings subsequent to the error and prior to the notification to Delta iGaming, whether linked to the error or not, shall be deemed invalid and returned to, or otherwise be reclaimable by, Delta iGaming.

b) Any monies which are credited to your Account or paid to you as a result of an error shall be deemed, pending resolution of such error, to be held by you in trust for Delta iGaming and shall be immediately repaid to Delta iGaming when a demand for payment is made to you.

Where such circumstances exist, if you have funds in your Account, Delta iGaming may reclaim these funds from your Account. Delta iGaming will use reasonable efforts to detect any errors and

inform you of any such errors relating to you, your use of the Sites, or your Account, as soon as reasonably practicable.

c) As soon as you suspect or become aware of an error in funds credited to your Account, you shall:

i. immediately cease play; and

ii. inform Customer Support as soon as reasonably practicable of any such error or suspected error.

d) If you are incorrectly awarded any winnings as a result of (a) any human error; (b) any bug, defect or error in the Site, or parts thereof, then Delta iGaming will not be liable to pay you any such winnings and you agree to refund any such winnings that may have been paid to you as a result of such error or mistake.

e) By using the Sites, you understand that Delta iGaming reserves the right to change or remove any parts of the Sites at any time.

f) In no event shall Delta iGaming shall be liable for any errors or the failure to correct any errors or voiding any bets placed where errors occurred.

17.CHARGEBACKS, CANCELLATION AND REFUNDS

a) Chargebacks. You agree, warrant and represent that no chargebacks or other cancellation of deposits will be made relating to your Account without Delta iGaming's consent. In the event of any of the foregoing occurring, you agree to indemnify Delta iGaming and hold it harmless against any costs, claims, damages, and expenses arising in connection therewith and to refund and compensate it for any losses it would otherwise incur arising from such actions including any expenses incurred by Delta iGaming in the process of recovering such amounts.

b) Cancellation. Delta iGaming may restrict your access to the Sites, suspend or terminate your Account in its sole discretion without cause at any time including if:

i. there is a technical failure.

ii. it suspects that you are engaging in illegal or fraudulent activity

iii. it suspects that you have (or may have) breached any part of these Terms

iv. it suspects you are acting in a manner that is detrimental to the conduct of Delta iGaming's business or which may result in legal liability for you, Delta iGaming or third parties

v. it suspects that your Account's usage could represent 'business usage'

vi. your Wager would result in a negative balance on your Account

vii. your Account has a negative balance

viii. it has the right to do so as set out in the Governing Documents

c) No Refunds. Delta iGaming does not offer any refunds.

18.RIGHT OF SET-OFF

Delta iGaming may at any time set off any amount on deposit in your Account against any amounts owed by you to Delta iGaming.

19.COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

a) Delta iGaming reserves the right to seek criminal or other sanctions against you if Delta iGaming reasonably suspects you have engaged in fraudulent, dishonest or criminal acts and Delta iGaming will disclose such information to the relevant authorities or other relevant third parties (for example, payment Site providers) as may be necessary in this regard.

b) Delta iGaming reserves the right to suspend or terminate any Account it believes to be involved in fraud, money laundering and/or any other form of illegal or suspicious activities and to report such details as it reasonably considers are necessary to relevant authorities.

c) You represent that all money that you deposit in your Account is untainted with any illegality and does not originate from any illegal activity or source.

d) You are prohibited from engaging in, and are required to immediately notify Delta iGaming if you are aware that another Player is or may be engaging in, any form of collusion, cheating, fraud or criminal activity or otherwise exploiting an unfair advantage involving any Game or other component of Delta iGaming, including in connection with the registration of a Player Account, making a bet or purchase of a Game, or the withdrawal of Funds.

e) Delta iGaming will use reasonable efforts to detect and prevent any such collusion, cheating, fraud or criminal activity by Players or the taking of any unfair advantage by Players, but in the event that any such activity occurs and another Player incurs any loss or damage, Delta iGaming will not be liable for any such loss or damage.

f) Delta iGaming shall have the right to notify all third parties which Delta iGaming, in its sole discretion, determines to be appropriate in the event of any actual or suspected collusion, cheating, fraud or criminal activity by any Player or the taking of any unfair advantage by any Player,

including the appropriate law enforcement authorities and other third parties that Delta iGaming determines to be appropriate.

20.DORMANT ACCOUNTS, FEES, AND STATEMENTS OF ACCOUNT ACTIVITY

a) Dormant Accounts. Accounts are deemed "dormant" if the player has not logged in to the System for twelve (12) months. Dormant Accounts will be opted out of all bonuses in accordance with the Special Rules. In accordance with applicable laws and regulations, unclaimed balances in dormant Accounts may be forfeited.

b) Fees.

i. Delta iGaming will not charge you a fee for the deposit and withdrawal of funds to or from your Account in the normal course of events. However, some charges may apply in some cases to reflect the cost incurred by Delta iGaming or its payment processors as a result of processing excessive transactions. Please note that if you become eligible to incur additional deposit and withdrawal fees, Delta iGaming will contact you before any fees are incurred.

c) Statements of Account Activity.

i. You can visit the 'Transaction' page within the Site to review all monetary transactions on your Account for the immediately preceding six (6) months. You may request and receive a statement of activity related to the last six (6) months of activity on your Account at any time by contacting Customer Support or visiting the 'Transaction' page of the Site. If you require a statement of activity relating to your activity over the past twelve (12) months, please contact Customer Support with your request.

ii. For players migrated from our previous platform, up to six (6) months of pre-migration transaction history is also available: one (1) month viewable within the Transaction page, and two (2) to six (6) months downloadable from the account pages. More than Six (months) you need to contact customer support.

21.CLOSURE OF ACCOUNTS

a) Please contact Customer Support if you wish to close your Account.

b) After your Account has been closed, it will remain closed unless and until you ask for it to be re-opened. However, Delta iGaming may refuse to re-open your Account in certain circumstances

(including where a permanent exclusion or self-exclusion has been applied to your Account pursuant to Delta iGaming's Responsible Gaming procedures).

c) Account holders who wish to recover funds held in a closed, locked or excluded Account should contact Customer Support.

d) Delta iGaming may close your Account at its discretion, without having to provide any reasons, and where necessary on written notice to you using the contact details associated with your Account. Any balance held in your Account will be made available to you, if you have complied with these Terms.

e) Your sole and exclusive remedy in the event of termination of your Account is the reimbursement of any undisputed Account balance you may then have.

f) Delta iGaming may be required by law to conduct certain checks on customers or those applying to open a new Account. Where it is required by law or otherwise determine to close an Account for a breach of these Terms, your attention is brought to the following terms:

22.RESPONSIBLE GAMING

a) Please play responsibly and use the Site sensibly. Delta iGaming offers a range of options that can be used to manage your gaming activity at any time. Please visit the Responsible Gaming page for more details.

b) If you or someone you know has a gambling problem and wants help, the following confidential resources are available 24/7:

ConnexOntario provides service information and resources for people experiencing problems with gambling, drugs, alcohol, or mental health. The service is free, confidential, and available anytime. Call ConnexOntario 24/7 at 1-866-531-2600. Text us at 247247 or chat with us at www.connexontario.ca

You may also seek professional help from the following organizations:

- GamTalk
- CAMH : Centre for Addiction and Mental Health

Gamtalk has put together a page full of useful links featuring treatment and support services in your area. https://www.gamtalk.org

CAMH offers helpful resources for players dealing with gambling issues. More information is available at www.camh.ca.

23.SETTING LIMITS, TIME-OUT AND SELF-EXCLUSION

a) Setting Limits. You may, at any time, set daily, weekly, and/or monthly limits on placing bets on the Site. Details of how to set limits can be found on the **Responsible Gaming Page** available at the following link. Deposit limit and Loss limit time periods are calculated according to EST time zone.
b) Self-Exclusion. You may, at any time, exclude yourself from placing Bets on the Site. Details on how to exclude yourself can be found on the Responsible Gaming Page on the Site. Should you choose to exclude yourself, you will be opted out of all bonuses and promotions in accordance with the applicable terms and conditions and immediately logged out of your account. Any cashable balance in your Account in the amount of one Canadian dollar or more will be returned to you after you self-exclude. Should the cashable balance in your Account be less than one Canadian dollar at the time of self-exclusion, such balance will be forfeited unless you contact Customer Support within seventy-two (72) hours of completing your self-exclusion to request a cash out of such balance. For the purposes of this section, once a player self-excludes, the wager is brought to an end. Delta iGaming shall refund a player's wager if the player enrolls in a self-exclusion program prior to the commencement of an event or series of events on which the outcome of the wager is determined. Delta iGaming shall not refund a player's wager if the player enrolls in a self-exclusion program after the commencement of an event or series of events on which the outcome of the wager is determined. Events also include bonus funds and entries into any promotions occurring during the self-exclusion period as the player forfeits these events with enrollment in the program.
c) Time-out. You have the right at any time to "Time-Out" from play for one day, one week, one month, two months or three months. During this time, you will not be able to place any wagers. Details of how to "Time-out" can be found on the **Responsible Gaming Page** available at the following link.

24.FEEDBACK

If you elect to provide or make available to Delta iGaming any suggestions, comments, ideas, improvements or other feedback relating to the Site **("Feedback"**), Delta iGaming shall be free to use, disclose, reproduce, have made, modify, license, transfer and otherwise utilize and distribute the Feedback in any manner, without credit or compensation to you. You will not knowingly provide Delta iGaming any Feedback that is subject to third party intellectual property rights.

25.DEALINGS WITH THIRD PARTIES

a) Delta iGaming Inc, also known as "**Delta Casino**", offers the following services over messages. A 2-factor authentication campaign to allow customers to get access to their account. Message frequency varies. Message and data rates may apply. Text Help to +Local number for help. Reply Stop to cancel. Carriers are not liable for any delays or undelivered messages.
b) The Site provided to you hereunder may require data usage from a third-party Site provider such as a wireless carrier and/or an Internet Site provider ("**ISP"**). As between you and Delta iGaming, you are responsible for obtaining Site from such ISP and you are responsible for all charges related to such Site from ISPs, including without limitation airtime Site charges, Internet access charges, and data usage charges and overages.
c) You should give due consideration before sharing your personal information with other persons or parties you may interact or communicate with within the Site. You acknowledge and agree that Delta iGaming shall not be liable for any loss or damage of any kind incurred as a result of such interactions.

26.LINKS AND EXTERNAL MATERIALS

The Site may contain Content from other third-party websites, platforms and/or resources. You acknowledge and agree that Delta iGaming does not control or endorse, and is not responsible for, any Content, advertising, products, Site or other materials on, transmitted from or available through such third-party websites, platforms and/or resources (collectively "**External Materials**"), including without limitation the accessibility, accuracy, non-infringement, legality, decency, or any other aspect of the External Materials. Delta iGaming provides access to the External Materials to you only as a convenience and it does not imply any endorsement or association with the operators of such External Materials. The use and access of such External Materials are subject to different Terms and Conditions and privacy policies, which you are responsible for reviewing and abiding. You further acknowledge and agree that Delta iGaming shall not be liable for any damage or loss caused by or resulting from the access, use of or reliance on any External Materials.

27.MODIFICATIONS TO THE SITE

Delta iGaming reserves the right at any time to modify, suspend or discontinue, temporarily or permanently, the Site (or any portion thereof) with or without notice. You agree that Delta iGaming shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Site (or any portion thereof). If a game cannot be continued after a service interruption, players will either be paid the amount won up to that point or bets returned – whichever is the better outcome for the player.

28.SUSPENSION, TERMINATION AND SURVIVAL

In the event that you violate the Terms or any part(s) thereof, all rights granted to you under the Terms may be terminated immediately, with or without notice, and Delta iGaming, in its sole discretion, may remove and discard Your Content and suspend or terminate your Account. The provisions of the Terms that should by their nature survive termination of the Terms shall survive such termination.

29.DISCLAIMER OF WARRANTIES

a) YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DELTA IGAMINGONLINE PARTIES (AS THAT TERM IS DEFINED IN SECTION 27 BELOW) EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT, NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
b) DELTA IGAMING PARTIES MAKE NO WARRANTY AND PROVIDE NO CONDITIONS THAT: (I) THE SITE WILL MEET YOUR REQUIREMENTS; (II) ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) THE INFORMATION, DATA, STATISTICS, RESULTS OR OTHER MATERIALS THAT IS MADE AVAILABLE BY THE SITE, OR MAY OTHERWISE BE OBTAINED FROM USE OF THE SITE WILL BE ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY, ERROR-FREE OR RELIABLE.
c) Delta iGaming shall not be liable for any Wagers not being placed for any reason or you being disconnected from the Sites, including, without limitation, failure or disconnection of computer,

telecommunication Sites, Internet or otherwise, and the balance of your Account will, at all times, be as is recorded on its servers. Further, Delta iGaming shall not be liable for any Wagers placed based on any data, statistics, results, or other information displayed or presented in the Site that are inaccurate, incorrect, and/or delayed.

30.INDEMNITY AND LIMITED LIABILITY

a) You agree that you are free to choose whether to participate in the Online Casino, Online Bingo access and use the Website and use the Services offered by us and do so at your sole option, discretion, and risk. you will indemnify and hold harmless us and our directors, officers, employees, shareholders, agents and affiliates, our ultimate parent and parent companies and any of its or their subsidiaries (collectively, the "Delta iGaming Parties", and each an "Delta iGaming Party") against all costs, expenses, liabilities and damages (whether direct, indirect, special, consequential, exemplary or punitive or other) arising from any participation by you at the Online Casino and / or Online Bingo. The nature of your participation shall include, but not be limited to:

- **i.** visiting, use or re-use of the Online Casino, Online Bingo or the Online Casino / Online Bingo Website.
- **ii.** use or re-use of any materials at, or obtained from, the Online Casino, Online Bingo, or Online Casino / Online Bingo Website or any other source whatsoever.
- **iii.** entry, use or re-use of the Online Casino, Online Bingo or the Online Casino / Online Bingo Website server.
- **iv**. facilitating or making a deposit into your Account at the Online Casino / Online Bingo.
- **v**. wagering or gaming at the Online Casino and / or Online Bingo.
- **vi**. acceptance and use of any win or prize at or from the Online Casino and / or Online Bingo; and
- **vii**. use or re-use of the Online Casino and / or Online Bingo Software, whether downloaded from the Online Casino / Online Bingo Website or by any other means or through any other medium.

b) You understand and agree and recognizing that Your participation in the Online Casino and / or Online Bingo, access and use of the Website and use of the Services offered by us is at your own risk. You understand and agree that in no circumstances whatsoever shall any Delta iGaming Party, nor any of their suppliers or licensors, be liable to You for: any direct, indirect, special, consequential,

punitive, exemplary or other damages of any kind, including, without limitations, damages for loss of profits, goodwill, use, data or other tangible or intangible loss or any other damages based on contract, tort, negligence, strict liability or any other theory (even where We have been notified by You of the possibility of such loss or damage), resulting from Your participation in the Online Casino and / or Online Bingo, access and use of the Websites and use of the Services offered by Us; Your inability to participate in the Online Casino and / or Online Bingo, access or use the Websites or use the Services offered by us; unauthorized access to or alteration of Your transmissions or data; statements or conduct of any third party in the Online Casino and / or Online Bingo, on the Websites or on or through the Services offered by us; any actions We take or fail to take as a result of communications You send to us; any incorrect, illegible, misdirected, stolen, invalid or inaccurate entry information; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions; interruptions; latency; deletions or defects of any device or network, providers or software (including, but not limited to, those that do not permit You to participate in the Online Casino and / or Online Bingo, access or use the Website or use the Services offered by us); any injury or damage to computer equipment; inability to fully participate in the Online Casino and / or Online Bingo, access or use the Websites or use the Services offered by us; theft, tampering; destruction, or unauthorized access to, or alteration of, entries, images or other Content of any kind; data that is processed late or incorrectly or incomplete or lost; typographical, printing or other errors, or any combination thereof; or any other matter relating to the Online Casino, Online Bingo, Websites or Services offered by us. Except as otherwise expressly set forth in these Terms and Conditions, our liability to You for any cause whatsoever and regardless of the form of the action will at all times be limited to the amount paid, if any, by You to us for general participation in the Online Casino, Online Bingo, access or use of the Websites or use of the Services offered by Us during the term of you maintain an Account with us, not including any bets or any entry fees for contests completed prior to the circumstances giving rise to the claim.

c) Upon confirmation of money transfer from us to the Payment Service Provider, we shall not be liable for any damages, loss or cost suffered or incurred by a Player (including any damages, loss or costs suffered or incurred because of a failure to pay or delay in payment).

d) The Delta iGaming Parties shall not be liable for any acts or omissions of, or advertisements published by third party advertisers and marketers.

e) Nothing in this Agreement will operate to exclude any liability of any Delta iGaming Party for fraud, death or personal injury that is caused by such party's negligence.

f) You acknowledge and agree that you assume full responsibility for Your participation in the Online Casino and / or Online Bingo, access and use of the Website and use of Services offered by us.
g) You acknowledge and agree that any information you send or receive during Your participation in the Online Casino and / or Online Bingo, access and use of the Website and use of services offered by us may not be secure and may be intercepted or later acquired by third parties.

31.GOVERNING LAW

a) These Terms shall be governed by and construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. Applicable laws may require that the laws of the Canadian jurisdiction in which you reside apply, in which case the laws of such jurisdiction will apply.
b) The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Terms.

32.NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms or any Governing Documents, there shall be no third-party beneficiaries to the Terms.

33.GENERAL PROVISIONS

The Governing Documents constitutes the entire agreement between you and Delta iGaming concerning your access to and use of the Site. It supersedes all prior or contemporaneous oral or written negotiations and agreements between you and Delta iGaming with respect to such subject matter. The failure of Delta iGaming to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the Terms. It is the express wish of the parties that the

Terms and all related documents be drawn up in English, and in the event translated versions of any of the Governing Documents are also made available in a language other than English, the English version of the Governing Documents shall take precedence in the event of any discrepancy between the two.