



Policy Guideline: Terms and Conditions

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1. Purpose and Scope

This Policy contains guidelines as to the scope of Terms and Conditions (“T&Cs”) made available by licensed operators (“Licensees”). It is issued pursuant to Article 11 of a Licensed Operator’s License Conditions (“LCs”) in conjunction with Article 5.8(k) of the National Ordinance on Games of Chance (the “LOK”). The objective is to ensure transparency, protect players, and guarantee that Licensee’s contractual terms are consistent, fair, and compliant with applicable law.

This Policy should in no way be interpreted as limiting the application of the mandatory provisions of Curaçao private law, including the rules on general terms and conditions contained in Book 6 of the Curaçao Civil Code. Licensees must ensure that their T&Cs comply at all times with the mandatory provisions of Curaçao private law. It is recommended that Licensees obtain independent legal advice to confirm such compliance before publishing or amending T&Cs.

In case of any inconsistency or conflict between this Policy and other policies or guidelines issued by the CGA, including, without limitation, the Regulations for the Combating of Money Laundering, the Financing of Terrorism and Proliferation of Weapons of Mass Destruction, the Responsible Gaming Policy for Licensed Operators or Player Complaints Policy Guidelines, the latter regulations and policies shall take precedence.

- General Obligations: The current version of the T&Cs must be made available to players at all times in a clear and readable form across all websites, mobile platforms, and other delivery mediums. The T&Cs must be accessible within one click from the homepage, registration page, and player account area.
- Previous versions of the T&Cs must be made available to the player upon request.
- Licensees must ensure that the T&Cs are clear, unambiguous, transparent, and internally consistent. The T&Cs must align with the Licensee’s internal and external policies, business model, market focus, payment solutions, and marketing and promotional practices for the specific brand or domain to which they apply.

- Where a Licensee operates multiple brands, differentiated T&Cs are permitted provided the differences are made clear.
- T&Cs must clearly state the process and requirements with regard to updates and amendments to the T&Cs and the obligations on both the Licensee and related player. Changes must not apply retrospectively, except where the change does not prejudice the player, or the Licensee is correcting clear technical or contractual errors.

2. Player Acknowledgement

2.1. Registration

- During registration, players must actively acknowledge acceptance of the T&Cs (e.g., by ticking a checkbox). At this point passive acceptance (e.g., “by using the site you accept”) is not sufficient.

2.2. Amendments and Updates

- **Players must be notified of any updates or changes to T&Cs. Notifications must include reference to material changes / clause numbers, include the effective date of the amended T&Cs and provide a direct link to the updated T&Cs.**
- Material changes to the T&Cs require active re-acceptance by the player. Passive notice is acceptable for administrative or non-impactful updates. Evidence of player notification by the Licensee must be retained and made available to the CGA upon request.
- Changes must be presented clearly to allow players to assess whether they wish to continue participating and the consequences of rejecting amended T&Cs should be laid out.

2.3. Record-Keeping and Archiving

- Effective from the date the LOK was enacted (24th December 2024) the Licensee must maintain a historical archive for all T&Cs.
- Licensees must securely log data on all players confirming the fact of acceptance (or not) of the current version of the T&Cs securely.
- Previous versions of T&Cs must be made accessible to players upon request.

3 Disclosure of Licensee Information and Mandatory Statements

3.1 General Requirement Concerning Regulatory Status

T&Cs must prominently disclose:

- Legal name of the Licensee (as registered with the Curaçao Chamber of Commerce).
- Registered business address.
- Chamber of Commerce registration number.
- License number, issue date, and licensee name as registered with the CGA; and
- Specify to the player which products and services are not regulated by the CGA in the event that under same brand there are other licensed entities. The player must be made aware where there is redirection to another non-CGA entity to provide wagering services.

3.2 Jurisdiction and Player Responsibility

The T&Cs shall, in accordance with Article 5.5 of the LOK, provide that the agreement concluded between the Licensee and the player is governed by the laws of Curaçao and that any disputes arising out of or in connection with that agreement shall be submitted to a competent court of Curaçao.

3.3 Account Security

T&Cs must outline that players are responsible for keeping login credentials secure and shall include clear provisions in their T&Cs addressing liability for unauthorized access to player accounts.

4 Player Obligations Prior to Account Opening (LC11(c))

4.1 General Requirement

The T&Cs must provide a clear and comprehensive statement of player obligations prior to account opening. These obligations must be fully consistent with Curaçao law and regulatory requirements.

4.2 Player Eligibility

- T&Cs must state that minimum legal age must be specified in line with Curacao law, that registration and acceptance must be completed personally and third-party registration/acceptance is prohibited.
- Without prejudice to the Licensee's obligations to comply with the applicable laws and regulations of the jurisdictions in which it offers its services, it must clearly inform players of the jurisdictions in which participation is permitted and those in which it is restricted or prohibited.
- T&Cs must stipulate that players may not sell, transfer, or acquire accounts.
- T&Cs must include the rules which address situations including:
 - Duplicate accounts.
 - Dormant accounts; and
 - Suspension and closure.

4.3 Player Responsibilities

The Licensee must require/stipulate that players:

- Provide accurate and complete registration details.

- Keep their login credentials secure.
- Use their account solely for personal play; and
- Refrain from any form of collusion or unfair or fraudulent behaviour, including misuse of chatrooms or messaging functions.

4.4 Acceptable Behaviour

- T&Cs must describe the Licensee controls for detecting and preventing collusion and unfair/ fraudulent play (e.g., monitoring, logging, and recording of chat and message activity) and clearly outline the consequences of such behaviour (e.g., closure of account, suspension, forfeiture of winnings and reporting to authorities).
- T&C's must define acceptable behaviour within chatrooms, forums, and messaging channels.
- T&C's must state whether a Code of Ethics applies to player conduct and provide the relevant details or link.

4.5 Identification and Verification (KYC)

- T&Cs must make it clear that KYC will be expected of the player and provide an overview of what this will entail and when it comes into effect, including documentation that may be required from the player. In the event the KYC policy is detailed in a separate "standalone" policy by the Licensee a reference/link to that policy must be included in the T&Cs.
- The T&Cs should clarify that whilst a Licensee can seek refreshed KYC on account closure it will not require any other additional information than that which was requested during the period when the account was opened to prevent friction abuse or delays in legitimate withdrawals, except where such information is strictly necessary to comply with applicable AML/CFT obligations.

4.6 AML/CFT Obligations

T&Cs must state that all transactions are monitored for AML/CFT compliance to detect and prevent money laundering and terrorist financing and provide an overview of what this will entail including that unusual or suspicious transactions will be reported to all relevant authorities in accordance with Curacao law. In addition, the fact that player data will be screened against sanctions/PEPs lists will be brought to player's attention.

4.7 Data Protection and Retention

- T&Cs must disclose how player data is processed and retained, or link to the Licensee privacy policy in the event that it is a separate document.
- If the Licensee opts for latter the relevant section must be easy to locate with a heading designed to draw the player's attention to the relevant section.
- The data policy must cover at minimum: collection, use, storage, retention, and sharing of personal data in line with applicable law. Specifically, T&Cs must clearly inform players of the retention period of any data – complying with GDPR, LOK and other legislation as applicable.

5 Account Closure, Suspension, Inactivity, and Withdrawals

5.1 Liability Limits

- T&Cs must define clear rules regarding liability limits related to player accounts.
- The T&Cs should specify the Licensee's liability in cases such as technical failure, fraud, or unauthorised access, and in the case of live dealer games, human error.

5.2 Termination or Suspension

- T&Cs must explain in detail when and how accounts may be suspended or terminated.

- The T&Cs must cover scenarios including, but not limited to, violations of the T&C's in the case of suspected fraudulent activity, failure to verify identity, or violation of regulatory obligations.
- Licensees must ensure that the T&C's address what happens to funds, fiat or crypto, in the player account when termination/suspension occurs, how player can escalate the matter if not satisfied and the process for funds return.

5.3 Player Initiated Account Closure Procedure

- Licensees must outline the closure procedure including how players can request account closure, confirmation, steps, and timelines in compliance with applicable laws and regulations.

5.4 Dormant Accounts

- The T&Cs must define when a player account is considered inactive or dormant and specify consequences of inactivity (e.g., suspension, access restrictions and ultimate closure, administration fees – see on the latter below) including that the Licensee will make all reasonable attempts to contact the player once the account qualifies as dormant.
- The T&Cs must disclose any fees applicable to inactive or dormant account and describe the procedure by which players will be informed of such fees, including notice methods, timing, and calculation. Such fees must be fair and proportionate.

6 Rules applicable to all account closures

6.1 Player Funds and Winnings

T&Cs must address:

- All deposit and withdrawal methods.
- Expected or average processing times for deposits and withdrawals with details for each method available to players.

- Any conditions relating to withdrawals, including identity verification requirements, particularly where cumulative deposits and withdrawals exceed XCG 4,000 (circa EUR 2,000).
- Any restrictions or conditions on withdrawing unwagered funds.
- Withdrawal conditions and KYC in line with the Licensee's AML/CFT policy; and
- Any specific terms regarding crypto funds, deposits and withdrawals subject to the CGA Crypto Policy.

7 Licensee Non-Financial Institution Status

- T&Cs must clearly state that the Licensee is not a financial institution and no interest whatsoever is owed or paid on deposited funds.
- T&Cs must outline remittance rules. The general rule should be that funds are returned only to the account from which they originated however the T&Cs must provide reference to the process that will be undertaken where this is not possible (including, but not necessarily limited to, when the players account/PSP wallet is suspended or closed in the case of fiat remittance or in the case of crypto where a wallet is for example lost or unavailable, deactivated, non-compliant or sanctioned.); and
- T&Cs must clarify crypto-specific remittance including, but not necessarily limited to, situations regarding delisted tokens, chain forks, sanctioned or blocked addresses.

8 Cancellation or Change to Wagers, Games, and Events

- T&Cs must outline principles, processes and procedures regarding cancellation or termination of events, competitions bets or wagers addressing for example, odds errors, software bugs or live dealer mistakes. Refund eligibility and process in connection therein must be listed along with the applicable procedures.
- T&C's must specify procedures in the event of errors in published odds, pay tables, gaming software or live dealer games.

9 Bonuses and Promotions

- Bonus terms must be clear, fair, and prominently disclosed either in the main T&Cs or in a linked bonus-specific T&C.
- Players must explicitly accept bonus terms before participation.
- Players cannot be time barred from accessing a bonus in a way that could be expected to prevent them checking the full T&Cs.
- Bonus specific T&Cs must include:
 - Wagering requirements and how they are calculated.
 - Expiry periods, confiscation and forfeiture or bonus funds, withdrawal restrictions, and all other general bonus conditions must be disclosed.
 - Whether bonus funds are withdrawable and under what conditions.

10 Confiscation or Limitation of Winnings

Licensees must provide clear and transparent T&Cs for situations in which winnings may be confiscated or where it may limit or refuse to pay out on bets.

11 Currency for Bets and Prize Money

11.1 Betting Currency and Prize Money

T&C's must clearly state the procedures and rules for placing bets using different currencies and clarify if any prize money won shall be credited to the player in the same currency in which the bet was placed including cryptocurrencies.

11.2 Non-Cashable Prize Money

Licensees must explicitly identify any instances where prize money is not cashable, including bonus money, and clearly communicate the conditions for its use.

12 Responsible Gaming

The T&Cs must detail the Licensee's Responsible Gaming policy. If this is a separate document, it must be referenced in the T&Cs and a link provided to that document.

13 Dispute Resolution

T&Cs must detail or provide a link to the complaints policy including complaint handling and escalation procedures.

14 Fairness and Game Rules

The T&C's must:

- State that all games are fair and use certified RNGs; and
- Explain how results are determined and discrepancies are resolved in fixed odds betting, live dealing and any other non-RNG products provided to the player.

15 Final Provisions

The T&Cs must include reference to:

- Governing law (Curaçao).
- Severability clause.
- Entire agreement clause.
- Contact details for player support; and
- Statement that the T&Cs are reviewed periodically and updated in line with regulatory changes.

16 Compliance and Enforcement

Failure to comply with the requirements of this Policy constitutes a breach of Article 11 of a Licensee's License Conditions, in conjunction with Article 5.8(k) of the National Ordinance on Games of Chance and may result in regulatory action, including but not limited to:

- Directives to amend or correct T&Cs within a specified deadline.
- Administrative fines; and
- Suspension or revocation of the license.

At all times the English-language current version of the T&Cs must be uploaded to the CGA portal. In the event of differing T&Cs for multiple brands, all versions must be uploaded. The CGA may request at its discretion historic versions and/or non-English versions.

This Policy enters into force within 6 months after Version 1.0 release and will apply to all B2C licensees from that date. Licensees must review and update their T&Cs to achieve full compliance. A copy of the T&Cs is required to be submitted to the CGA by uploading the document into the portal.