

## Terms of Service

### Gaming account Contract for the operation of remote gaming activities

hereinafter the “Contract”

#### Between

The undertaking TSG Italy S.R.L., holder of licence No. 15023 for the operation of the following types of games, skill games including tournament based card games and non-tournament based card games with remote participation with registered office at Milan, Piazza Tre Torri n. 2, CAP 20145, Italian fiscal code No. 13030190964 represented by Mr Enrico Rusi hereinafter the “Licensee”;

and

the “Customer”;

Hereinafter jointly referred to as the “Parties”;

#### Whereas

- A. Article 24(11) to (26) of Law 88 of 7 July 2009 - Community Law 2008, lays down provisions governing the operation of remote gaming activities, and the sample agreement, the supplementary deed and the card of services establish regulations governing the licensing relationship for the operation of gaming activities pursuant to Article 24 of the same Law 88 of 2009;
- B. the Customer expressly declares his/her full acknowledgement and understanding of all content of the provisions specified in recital A;
- C. the Licensee is entitled to operate remote bet collection in accordance with the provisions per recital A;
- D. the Licensee intends to provide its customers with the package of services necessary for remote gaming activity in accordance with the procedures and terms pursuant to the provisions of recital A;
- E. the Licensee avails, to this end, of an electronic platform on which, once activated, the Customer’s remote gaming account is stored;
- F. the Customer, having read and understood the content of the provisions of recital A, is aware that his/her participation in remote games is subject to his/her satisfying the following pre-requisites: a) be of adult age; b) hold an Italian tax ID number; c) sign a non-interest bearing personal gaming account agreement;
- G. the Licensee, in accordance with the regulations in force, may only hold one active gaming account agreement with each player;
- H. the Licensee owns for the offer of all the games for which it is authorised by ADM the internet website identifiable by the addresses [www.pokerstars.it](http://www.pokerstars.it), [www.pokerstarscasino.it](http://www.pokerstarscasino.it) and [www.pokerstarssports.it](http://www.pokerstarssports.it) (hereinafter the “Site”) and the electronic mail addresses [support@pokerstars.it](mailto:support@pokerstars.it), [support@pokerstarscasino.it](mailto:support@pokerstarscasino.it) and [support@pokerstarssports.it](mailto:support@pokerstarssports.it);

I. the **Licensee's** on-line gaming activity may only take place through the Site.

Now, therefore, the Parties hereto agree as follows

## **Article 1 - Value of the recitals**

### **1.1**

The recitals, expressly assuming the value agreed between the **Parties**, constitute an integral and substantial part of the Contract which nullify and replace any other remote gaming acceptance agreement previously held between the **Parties**.

## **Article 2 - Purpose of the Contract**

### **2.1**

The purpose of the Contract is the activation of a non-interest bearing gaming account, stored on the gaming account system of the Licensee exclusively in the name of the **Customer**, for participation in remote gaming activities.

### **2.2**

The **Licensee** entitles the **Customer** to the remote participation in the following games, for the operation of which authorisation has been granted by **ADM**:

- skill games, including tournament based card games;
- non-tournament based single player and multiplayer card games;
- fixed odds games of chance; and
- fixed odds sports betting.

### **2.3**

The **Customer** has acknowledged and expressed his/her consent to extending the selection available through the **gaming account** only after having logged into his/her account using his/her **gaming account** details (username/login and password).

## **Article 3 - Formalisation of the Contract**

### **3.1**

This Contract form is available in a downloadable form on the Site and is compliant with the minimum requirements of the sample agreement available on ADM website at [www.adm.gov.it](http://www.adm.gov.it).

### **3.2**

The Contract may be formalised electronically, in compliance with the criteria per Articles 52 and 53 of Legislative Decree 206 of 2005 and of the Legislative Decree 231/2007. It is agreed that the Customer shall send within 30 days and in any case before withdrawing the winnings a copy of an identification document to be sent to one of the e-mail addresses indicated in subparagraph H of the recitals.

### **3.3**

The Contract is identified by the unique identification code notified automatically by the **Licensee** to the Customer on the termination of the proceeding for the opening of the gaming account and is uniquely numbered within the scope of the licensing relationship.

### 3.4

Should the customer wish to also confirm their acceptance and agreement to the contract, it may be downloaded by the Customer so that he/she can complete it on his/her computer, print it out, sign it and send it, along with a copy of the front and back of a valid identification document and tax identification number within 30 days and in any case before withdrawing the winnings, to the Licensee by registered letter with return receipt at the following address:

Undertaking name: TSG Italy S.R.L.  
Street: Milan, Piazza Tre Torri n. 2, CAP 20145  
Country: Italy

However please note that the Customers' electronic acceptance is logged and submitted to ADM as audit evidence of the Customer's agreement. Customers may feel this is satisfactory and negates the need to send a signed copy through the postal system.

## Article 4 - Gaming account activation

### 4.1

All operations deriving from the performance of the gaming account Contract in relation to bets, wins and payouts, deposits, bonuses, and withdrawals are recorded in the gaming account.

### 4.2

The gaming account has an identification code (username and login) univocally associated with the Contract file number and the personal code (password). Under no circumstances will the Customer be entitled to amend his username or login. Additionally, if the Licensee believes, at its mere discretion, that the username or login selected by the Customer is offensive, against public decency, norms or morality, or in breach of third parties' rights (including the rights of the companies of the group of companies to which TSG Italy S.R.L. belongs as well as name and trademark rights), (the criteria requiring a change to the username or login are jointly defined herein as the "**Username Change Events**") the Customer is obliged, upon request from the Licensee, to select a different username or login and his gaming account will not be activated or (if already activated) will be suspended until the Customer selects a username or login that according to the Licensee does not trigger a Username Change Event.

### 4.3

The password is known only by the **Customer**, who is responsible for its safekeeping and may change it at any time. The steps for activating gaming accounts and changing passwords are published on the Site; the **Customer** expressly declares that he/she has read and understood them in their entirety.

### 4.4

The **Customer**, where he/she deems it appropriate, may suspend the operation of his/her gaming account following procedures published on the Site, of which the **Customer** expresses his/her full knowledge and understanding, having read them in their entirety.

#### 4.5

The gaming account will only be activated after its validation by the Central System of the Agenzia delle Dogane e dei Monopoli.

#### 4.6

Gaming account activation, in accordance with the procedures set forth in this Article, is strictly subject to the activation by the **Customer** of the instruments of self-limitation pursuant to Article 24(17)(e) of Law 88 of 7 July 2009 and to the establishment of a time-based deposit limit.

#### 4.7

Where the Customer has physically signed the contract and sent it to the Licensee by registered letter with return receipt or via fax, withdrawal of any winnings may only be made after the Licensee has received the signed contract and accompanying documentation.

#### 4.8

The **Parties** jointly and expressly agree and unconditionally accept that all use of the gaming account must comply with national and EU provisions concerning prevention of the use of the financial system for laundering money gained from criminal activities and for the financing of terrorism.

### Article 5 - Gaming account management

#### 5.1

Each gaming account offers the player the following services:

- the crediting of payments/deposits made by the **Customer** and any bonuses awarded by the **Licensee**;
- the debiting, where the necessary funds are available, of all bet amounts placed by the **Customer** and validated by the Central System of ADM, registering the bet identification number and opening bet numbers;
- the crediting of amounts deriving from winning bets and/or refunds of opening bets, no more than one hour after the official registration of the results, without prejudice to any contrasting specifications pursuant to the individual game rules;
- the debiting of **funds** withdrawn by the **Customer**.

#### 5.2

The **Customer** may deposit funds into his/her gaming account using any forms of payment which comply with the regulations in force, or using prepaid top-up cards, by logging into the secure area of the Site. The usage of top-up cards is allowed only by the Customer that has sent the copy of his identification document. Deposit methods are published by the **Licensee** on said Site.

#### 5.3

The **Customer** may access his/her gaming account services on the Site by logging in using his/her login details (i.e. username and password), following the steps indicated on said Site, of which the Customer declares his/her full knowledge and understanding of, having read them in their entirety.

#### 5.4

Gaming services are accessible according to the calendar and hours of operation of the Central System of ADM, which are published on the Site.

#### 5.5

The **Customer** may place bets of an amount not exceeding the gaming credit available, without prejudice to the limits set forth in the rules of each game concerning the amounts and number of bets allowed, nor to the limits imposed by the **Customer** using the self-limitation instruments.

#### 5.6

The **Licensee** may temporarily disable the service, with the prior authorization from ADM, without notice due to organisational needs or for system maintenance, without prejudice to the rights of the **Customer**.

#### 5.7

The **Licensee** submits details of each gaming operation, following the procedures established in the communication protocols, to the Central System of ADM each time a bet and its outcome is registered. The registration of bets and their outcomes on the national registration, control and validation system, which is immediately registered on the gaming account, constitutes a bet receipt to all effects.

#### 5.8

When a gaming account is opened, the **Licensee** submits the **Customer's** encrypted personal data to **ADM** for tax ID validation purposes.

#### 5.9

The **Licensee** registers all transactions on the gaming account immediately, in the form of debits or credits, giving details of all bets placed, winnings, returns, payments, deposits, bonuses, collections, and withdrawals immediately or within the terms prescribed by the regulations of each game. The registration of transactions and the updated gaming account balance can be viewed immediately by the player.

#### 5.10

The **Licensee** allows the payment and deposit methods that are acceptable under the regulations in force, as published on the Site, of which the **Customer** expressly declares knowledge and understanding having read them in their entirety.

#### 5.11

The **Licensee** may award the **Customer** bonuses for use as playing credits, giving notification thereof on the Site or notifying the **Customer** via electronic mail using the addresses given. Bonuses may be used for gameplay only; they may not be exchanged for cash or withdrawn along with account balance withdrawals. The withdrawal of winnings obtained from bets placed by the **Customer** using bonuses is subject to the rules established by the **Licensee** when awarding the bonus and communicated in advance to the **Customer**.

#### 5.12

The **Customer** may withdraw amounts at any time, following the delivery of a copy of his identification document, deriving from winnings or returns credited to his/her gaming account,

except in the cases of suspension described in Article 14. The **Licensee** allows the withdrawal methods that are acceptable under the regulations in force, as published on the Site, of which the **Customer** expressly declares its knowledge and understanding having read them in their entirety.

#### 5.13

The **Licensee**, in compliance with **ADM** provisions and without any obligation to state underlying reasons, may limit maximum bet amounts, as well as the maximum number and type of acceptable bets, or request additional information to the Customer, whenever or wherever it should be deemed necessary to guarantee transaction security and correct site management for the benefit of players and/or the investigation on potential breaches or unlawful or unfair conduct performed by the Customer.

#### 5.14

Remote bets may not be cancelled, except where expressly specified in the individual game rules.

#### 5.15

By logging into the Site, the **Customer** may view his/her updated account balance in real time, along with the transactions carried out within the last thirty days. Earlier transactions may be requested by the **Customer** from the **Licensee**.

#### 5.16

The **Customer** may also obtain analytical details on all bets whose outcome is either confirmed or still unconfirmed, which have been placed within the last thirty days. Analytical details of earlier bets may be requested by the **Customer** from the **Licensee**.

#### 5.17

Gaming accounts and transactions may only be viewed by the **Customer** and/or the **Licensee** for any necessary managerial transactions and in compliance with the Privacy Policy, as indicated in the Article entitled Data protection and data processing, and all applicable regulations governing the protection of personal data.

#### 5.18

Each page of the Site, accessible after logging in, particularly the pages showing the gaming account balance and transactions as well as details of bets placed, indicates: the licence number of **Licensee** with which the game account was opened; the **Licensee** undertaking name; the gaming account number; and the **Customer's** tax identification number. These details can also be printed from such pages. The licence number and undertaking name of the **Licensee** are indicated on each page of the Site and can be viewed without logging in.

#### 5.19

The **Licensee** keeps an analytical record of each **Customer's** gaming account transactions and of all bets placed for a period of ten years in compliance with the data retention period defined in the [Privacy Policy](#). This information is available to the **Customer**, who may request it from the **Licensee** following the steps published on the Site, of which the **Customer** expressly declares knowledge and understanding thereof, having read them in their entirety.

#### 5.20

Any disputes in relation to account statements and analytical records of bets placed must be submitted in writing to the **Licensee's** office or via email or certified email, to the addresses indicated in subparagraph H of the recitals.

#### **5.21**

The Licensee may deduct from the gaming account of the Customer any amount that has been subject to a charge back. Likewise if a bet has been either mistakenly accepted after the expiry of the deadline for the acceptance of the bets or has not been validated by the national totalizator through the issue of the receipt of participation, the bet shall not be considered placed and the bet amount refunded to the Customer. Finally, if a bet had been incorrectly judged as a winning bet according to the outcome of the bet erroneously provided either by the national totalizator or by the Licensee or due to a malfunctioning and then, according to the actual outcome of the event, it was a losing bet, the winning incorrectly awarded will be deducted from the gaming account of the Customer.

### **Article 6 - Placement of bets**

#### **6.1**

The **Licensee** shall inform the **Customer** of the minimum and maximum individual bet limits as well as the maximum amount of winnings permitted by the regulations in force, and undertakes to promptly communicate any updates to such amounts established by **ADM** procedures.

### **Article 7 - Information**

#### **7.1**

The gaming standards and regulations in force, instructions for placing bets, calendar and hours of gaming operation, betting schedules, and any other information related to bets - such as events on which bets may be placed, odds, event outcomes, etc. - or to other games, are published on the **Licensee** Site.

#### **7.2**

The **Licensee** ensures all information is constantly updated in accordance with the official relevant entities and with the **ADM** central system.

### **Article 8 - Communications in regard to player protection**

#### **8.1**

The **Licensee** Site displays player protection information focusing on responsible gaming, health risks, and exclusion of minors, along with any communications issued by **ADM**.

#### **8.2**

In accordance with the principles of transparency and correctness, the **Licensee** notifies the **Customer** of the use of the self-exclusion and self-limitation measures pursuant to the regulations in force, ensuring that the **Customer** is only granted access to games after having acknowledged such regulations made available through his/her gaming account.

### **Article 9 - Service costs**

#### **9.1**

The crediting and debiting of funds to and from the **Customer's** gaming account is free. The **Customer** may also view his/her account balance, transactions and a breakdown of all bets placed for free.

## 9.2

Accounts are non-interest bearing for the **Customer**.

## Article 10 - Customer obligations and responsibilities

### 10.1

The **Customer** is responsible for ensuring the correctness and completeness of all information and declarations submitted to the **Licensee** at signing and undertakes to promptly notify the **Licensee** of any changes.

### 10.2

The communication of incorrect or incomplete information or the lack of delivery of the valid and legible identification document and any other documentation that the Licensee may request in accordance with Article 5.13 within 30 days implies the suspension of gaming account operations until the **Licensee** receives the necessary additions or rectifications and in any case up to a maximum period of sixty days on whose expiry the Contract shall be considered terminated. The remaining funds will be returned to the player only following the delivery of his identification document.

### 10.3

The **Customer** is the exclusive owner of the gaming account, which may not be transferred to nor used by third parties. The **Customer** is solely responsible for any use whatsoever of his/her gaming account by third parties. Any use whatsoever of the gaming account by third parties implies that the **Customer** assumes full responsibility in relation to the debiting of any amounts to the account.

### 10.4

If the **Customer** allows the usage of his/her gaming account by third parties, this Contract shall be terminated and any outstanding balance returned to the **Customer** following the delivery of a valid identification document.

### 10.5

The Customer uses the gaming account adopting a proper conduct towards players and towards the Licensee as well as towards applicable laws. In particular, the Customer expressly declares to have fully reviewed and understood:

(a) the policy and criteria adopted by the Licensee for identification of frauds, collusions, and the usage of gaming accounts by persons different from the Customer himself;

(b) the intent to limit this conducts through policies dissuasive of the player performed with the potential publication in a dedicated section of the Site of the nickname of the fraudulent player and providing to the other operators the data referring to him.

For this purpose, the Customer undertakes not to participate in or be connected with any form of collusion, cheating or fraudulent practice, or otherwise any other criminal or unlawful activity, during the performance of any activity connected directly or indirectly to this Contract. In particular, the Customer cannot:



(a) collude with other customers of the Licensee to alter, or to try to alter, the results of the games performed through the Site or, in any other way, cannot adopt practices in breach of applicable laws, of the terms of this Contract, of the End User License Agreement published on the Site and of all the terms regulating the games performed through the Site that the Customer declares to have read and understood;

(b) adopt any conduct and use any software, non-software-based database or profile (including websites and subscription services) and any other program aimed at providing an unfair advantage to players of the games performed through the Site. For the purposes of this Article 10.6 (b) an "unfair advantage" shall include without limitation any instance in which a Customer of the Licensee accesses or compiles information on other customers beyond that which the customer has personally observed through the Customer's own game play as well as the exploitation of a fault, loophole or error in the Licensee's or any third party's software used by the Customer in connection with the games and services offered on the Site, the use of automated players ('bots');

(c) undertake fraudulent practices or criminal activities. For the purposes of this Article 10, a "fraudulent practice" shall include any fraudulent activity engaged in by the Customer or by any person acting on the Customer's behalf or in collusion with the Customer, and shall include, without limitation: (i) fraudulent charge-backs and rake-back activity; (ii) the use by the Customer or any other person who was participating in the same game as the Customer at any time, of a stolen, cloned or otherwise unauthorized credit or debit card, as a source of funds; (iii) the collusion by the Customer with others in order to gain an unfair advantage (including through bonus schemes or similar incentives offered by the licensee ); (iv) any attempt to register false or misleading account information; (v) any actual or attempted act by the Customer which may be potentially deemed to be illegal in Italy, made in bad faith, or intended to defraud the Licensee and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes any damage or harm to the licensee;

(d) perform any fraudulent conduct aimed at gaining an advantage from bonuses or other promotions;

(e) use any artificial intelligence program, including without limitation, the so called "robots", aimed at automatically performing the games provided through the Site. All actions taken in relation to the games provided through the Site must be executed personally by the Customer through the Site; or

(f) perform the so called "chip-dumping" and any practice in which the Customer intentionally loses a game, or part of it, in order to deliberately allow the game to be won by another customer of the Site.

## **10.6**

If the Licensee becomes aware that the Customer

(a) has performed frauds or collusions and/or has made available his gaming account to third parties or has performed any of the activities mentioned in article 10, paragraph 5 above;

(b) has fraudulently "charged back" or denied any of the deposits or transactions that he made on his gaming account;

(c) has either knowingly or negligently introduced viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful in the Site or attempted to gain unauthorised

access to the Site, including the circumstances when the **Customer** attempted to gain unauthorised access to the gaming account of other customers of the Site,

the Licensee can suspend the Contract, informing ADM as well as any other competent authority of the occurrence, up to the verification of the events also by the competent authorities; if following the verification of the events, the Licensee deems that the Customer has performed any of the conducts of this article 10, paragraph 6, the Contract is automatically terminated and the termination is immediately notified to ADM. Against the decisions of the Licensee, the Customer is entitled to file a complaint to the commission for the transparency of games at the Agenzia dei Monopoli e delle Dogane, via della Luce, 34/bis - 00153 Rome, Italy of article 2(4) b) of the Presidential Decree 15 December 2003 No. 385. The Customer in case of favourable decision is entitled to receive the refund prescribed by the card of services.

## **10.7**

The **Licensee** is hereby held harmless from all liability related to any damages suffered by the **Customer** and/or by third parties as a result of third-party use of the gaming account, or the fraudulent use of the account by the **Customer**.

## **Article 11 - Deposits and withdrawals**

### **11.1**

The **Licensee** may communicate account deposits to the **Customer** electronically or by telephone using the computer system or the contact centre service of the Licensee.

### **11.2**

The **Licensee** may allow the **Customer** to make withdrawals through the banking or postal network or through the tools compliant with applicable laws.

## **Article 12 - Licensee obligations and responsibilities**

### **12.1**

In accordance with the provisions of recital A, in order to ensure correct gaming activity and gaming account management, the **Licensee** undertakes to:

- ascertain each player's general details, ensuring he/she is of adult age and obtaining his/her tax ID number;
- sign a single Contract with each **Customer**;
- keep all signed contracts for up to five years after their expiration of the license;
- take all the necessary steps to preserve and protect the Contract holder's confidentiality;
- provide **ADM with the Contract holder's personal data, following ADM procedures**;
- monitor all gaming accounts and perform ongoing checks as to their correct use, immediately informing **ADM of any violations of the regulations in force or of any anomalous gaming account use, following ADM procedures**;
- provide **ADM with information on gaming account balances and transactions, as well as a breakdown of all bets placed, following ADM procedures**;

- communicate and make visible to the player, at the moment he/she intends to place bets, player protection information concerning responsible gambling, as well as any notifications and additions issued by **ADM**;
- allow the Customer to withdraw any playing credit earned from winnings and returns;
- to refrain from using any funds deposited into gaming accounts, excluding debit and credit transactions deriving from the playing of games under Contract, and to handle such funds exclusively through dedicated bank or postal current accounts;
- to request the **Customer's** express consent to continue the contractual relationship in the event of changes to the **Licensee's** undertaking name.

## 12.2

The **Licensee** is also responsible for:

- the correct use of systems for connecting the **Customer** to remote games, equipped with security features that guarantee the correct identification of such systems, as well as for protecting all data exchanged and preventing unauthorised access to its systems and the interception or alteration of exchanged data;
- correct and immediate account updating following gaming activities, adopting appropriate measures which clearly identify the origin of all funds made available on the gaming account;
- the prompt and correct execution of transactions involving the crediting of payments/deposits, bonuses, winnings, returns, and final pots on the gaming account;
- the prompt and correct execution of player withdrawals.

## Article 13 - Validity and duration

### 13.1

This Contract is valid from the date of signing until the expiration of the licence.

### 13.2

Both parties may opt to withdraw from the Contract, following the procedures indicated in Article 15 below.

## Article 14 - Suspension of execution of Contract

### 14.1

The **Licensee**, at its own discretion or at the request of **ADM** or of the judicial authority, may suspend the execution of the Contract at any time, communicating its reasons to the Customer, for no more than one hundred and eighty consecutive days where it is deemed necessary to ensure the transparency, security, and correct performance of the service and its management, including for reasons of force majeure.

## Article 15 - Withdrawal

### 15.1

Both parties are entitled to withdraw from the Contract.

## 15.2

Repealing the provisions of Article 55(2)(f) of Legislative Decree 206 of 6 September 2005 - Consumer Code, the **Customer** is granted the right to withdraw from the Contract, without penalty and without stating reasons, within a period of ten days from the date of delivery of the statement through registered letter with return receipt, save for what prescribed by article 64 (2) of the Legislative Decree 6 September 2005 No. 206, the Consumers' Code.

## 15.3

The Licensee can withdraw from the Contract through the delivery of a written notice either via registered letter with return receipt or via fax or through the delivery of an email to be sent to the addresses of the Customer at least fifteen days prior to the date of efficacy of the termination. The **Customer** may withdraw from the Contract at any time and without notice by sending a written notification by registered letter with return receipt to the registered address of the **Licensee**. The withdrawal is effective from the receipt of the notification by the Licensee and is not effective in relation to the activities already performed and in progress.

## 15.4

The Customer may also withdraw from the Contract by sending an e-mail notification of its intention to the address [support@pokerstars.it](mailto:support@pokerstars.it), [support@pokerstarscasino.it](mailto:support@pokerstarscasino.it) or [support@pokerstarssports.it](mailto:support@pokerstarssports.it); in this case, the withdrawal shall take effect from the moment of delivery of the message.

## 15.5

Where a **Customer** exercises his/her right of withdrawal from the Contract or the Contract is terminated for any reason in compliance with the terms of this Contract, the **Licensee** may not enter into a new contract with the same **Customer** for at least 15 days following the date of withdrawal or termination and the **Licensee** can decide not to enter into a new contract with the Customer for a period of time determined at his discretion, including an indefinite period of time.

## Article 16 - Termination of Contract

### 16.1

This Contract will be considered terminated if the licence should be revoked or confiscated by the Public Authority.

### 16.2

Termination of the Contract must be communicated to the **Customer** via email, giving clear details of the forms of exercising the right of collection per Article 17.

## Article 17 - Gaming account closure

### 17.1

The gaming account will be closed in the event of failure to perform contractual obligations, notwithstanding the **Customer's** right to collect any available funds, following the issue of a receipt and in accordance with the collection procedures accepted by the regulations in force (including the anti-money laundering obligations) and published on the Site, of which the **Customer** declares his/her full knowledge and understanding having read them in their entirety.

### 17.2

If three years should elapse without the transactions being carried out, the gaming account shall be considered closed and any remaining funds will be transferred to the Treasury.

## **Article 18 - Data protection and data processing**

### **18.1**

With respect to any data processing and data protection matters, Customers are advised to refer to the Privacy Policy available [here](#).

## **Article 19 - Contractual additions and amendments**

### **19.1**

Any amendments to this Contract that have been authorised by ADM must be notified via email and either be executed in writing by the Licensee and the Customer or be accepted by the Customer **electronically** in compliance with the terms of this article 19.

### **19.2**

In case of acceptance in writing of the amendments to the Contract, acceptance of proposed written amendments must be sent to the Licensee by registered letter with return receipt, via fax, or by e-mail and shall be considered accepted upon receipt.

## **Article 20 - Governing Law and Jurisdiction**

### **20.1**

This Contract is governed and interpreted in accordance with Italian law.

### **20.2**

Any disputes that may arise in relation to the interpretation, execution, efficacy or validity of this proposal or the relative gaming Contract shall be settled by the Court with jurisdiction, in compliance with Article 63 of the Legislative Decree 6 September 2005 No. 206 - Consumer Code, which requires the unquestionable territorial jurisdiction of the place of residence or domicile of the consumer, if located within Italy.

In any case the competent court is in Italy.

Without prejudice to the right of the Customer to take action before the competent court, in accordance with Article 14 of Regulation 524/2013/EC, the Customer is hereby informed that the European Commission has created an [Online Dispute Resolution Platform](#) where the customer can log his complaint. As part of this process the Customer will be requested to provide an email address for the Licensee, kindly note that the applicable email address to be provided is [support@pokerstars.it](mailto:support@pokerstars.it), [support@pokerstarscasino.it](mailto:support@pokerstarscasino.it) or [support@pokerstarssports.it](mailto:support@pokerstarssports.it).

## **Article 21 - Miscellaneous**

The following Articles will survive to the termination of this Contract and will remain effective also in relation to gaming accounts opened in the future by the Customer on the Site and future contracts for the operation of remote gaming activities entered between the Licensee and the Customer: 4.2 (Gaming account activation) and 20 (Governing Law and Jurisdiction).

In accordance with Articles 1341 and 1342 of the Italian Civil Code, the Customer declares their express acknowledgement and acceptance of the clauses contained in the following Articles:

- Article 4 - Gaming account activation
- Article 5 - Gaming account management
- Article 7 - Information
- Article 10 - Customer obligations and responsibilities
- Article 12 - Licensee obligations and responsibilities
- Article 14 - Suspension of the execution of Contract
- Article 15 - Withdrawal
- Article 17 - Gaming account closure
- Article 19 - Contractual additions and amendments
- Article 20 - Governing Law and Jurisdiction