

This end user license agreement (the "**Agreement**") should be read by you (the "**User**" or "**you**") in its entirety prior to your use of Empire Games (the "**Company**") services or products provided on website [www.ethcrash.io](http://www.ethcrash.io) (the "**Website**").

**Please note that the Agreement constitutes a legally binding agreement between you and Empire Games**

## **GENERAL**

1. This Agreement comes into force as soon as you sign up on the Website. By using the Website you signify that read this Agreement and accept it.
2. If you do not agree with this Agreement you must not use or continue to use the Website.
3. Company reserves the right to update or modify this Agreement or any part thereof at any time without notice and you will be bound by such amended Agreement within 14 days of it being posted at the Website.
4. The Website is allowed to be used by the User for your private personal use. Please note that the **Website is not for use by (i) individuals under 18 years of age, (ii) individuals under the legal age of majority in their jurisdiction and (iii) individuals connecting to the Sites from jurisdictions from which it is illegal to do so.** Empire Games is not able to verify the legality of the Service in each jurisdiction and it is the User's responsibility to ensure that their use of the Service is lawful.

## OPEN ACCOUNT

5. In order for you to be able to place wagers using the Website, you must first register on [www.ethcrash.io](http://www.ethcrash.io) and open an account (" **Account** ").
6. A User may only have one Account with the Website and shall only use the Website using such single account. It is prohibited for a User to open multiple accounts with the Company. In the event that the Website becomes aware of additional accounts opened by a User, Empire Games may close such additional accounts without notice and may confiscate funds held in such additional accounts.
7. You must enter all mandatory information requested into your registration form, including a valid e-mail address; if you do not enter a valid email address, we will be unable to help you recover any "forgotten passwords". It is your sole responsibility to ensure that the information you provide is true, complete and correct.
8. The User is obliged to keep his/her Login Credentials secret and confidential at all times and to take all efforts to protect their secrecy and confidentiality. Any unauthorized use of the Login Credentials shall be the sole responsibility of the User and be deemed as his/her use. Any liability therefrom shall

be that of the User.

9. Empire Games reserves the right to refuse to register an Account or close Your Account.

10. If you are a player from CR. You are not allowed to play.

11. You hereby declare and warrant that:

- You participate on the Website strictly in your personal non-professional capacity for recreational and entertainment reasons only;
- You participate on the Website on your own behalf and not on behalf of any other person;
- You are solely responsible for reporting and accounting for any taxes applicable to You under relevant laws for any winnings that You receive from Empire Games;
- You understand that by participating on the Website you take the risk of losing all your deposited amount;
- You understand that Ethereum and other cryptocurrencies value can change dramatically depending on the market value;

- Players should be courteous to each other and avoid rude or obscene comments;
- Empire Games reserves the right to retain payments, if suspicion or evidence exists of manipulation of the casino system. Criminal charges will be brought against any user or any other person(s), who has/have manipulated the casino system or attempted to do so. Empire Games reserves the right to terminate and/or, change any games or events being offered on the Website;

h. We reserve the right to require some verification in case of suspicious or fraudulent transactions;

12. If we mistakenly credit your Account with winnings that do not belong to you, whether due to a technical, error in the paytables, or human error or otherwise, the amount will remain our property and will be deducted from your Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.

## **DEPOSITS**

Deposited amounts are available on the Account within a reasonable amount of time after the confirmation of the deposit. Before a withdrawal can be made, all previous deposits need to be confirmed.

## **WITHDRAWALS**

13. Due to the security measures we take and limited hot wallet, significant withdrawal request are processed manually from cold wallet and can take up to 24 hours.
14. We deduct a small fee from withdrawn amount to cover blockchain transaction fee.
15. The minimum withdrawal amount is subject to change without notice.

## **ACCOUNT TERMINATION**

17. Website reserves the right to close Your Account and to refund to You the "Account balance", subject to the deduction of relevant withdrawal charges, at Empire Games's absolute discretion and without any obligation to state a reason or give prior notice.
18. If You do not log onto Your Member Account, for a period of 6 months, all balances may be removed from Your account

after a notification has been sent to the registered e-mail address.

19. If You breach any provision of these Agreement or Empire Games has a reasonable ground to suspect that You have breached them, Empire Games reserves the right not to open, suspend, close Your Account, withhold payment of your winnings and apply such funds on account of any damages due by You.

## **PRIVACY POLICY**

20. You hereby acknowledge and accept that it is necessary for the Website to collect your IP Address and browser information to prevent abuse of services provided on the Website.

21. Empire Games hereby acknowledges that in collecting Your personal details as stated in the previous provision, We are bound by the Data Protection legislation. Website will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.

## **APPLICABLE LAW AND JURISDICTION**

22. The website [www.ethcrash.io](http://www.ethcrash.io) is operated by Empire Games.

23. This Agreement shall be governed and construed in accordance with the laws of Costa Rica. The courts of Costa Rica shall have exclusive jurisdiction to adjudicate any dispute arising out of these terms.

## **INTELLECTUAL PROPERTY RIGHTS**

24. All website design, text, graphics, music, sound, photographs, video, the selection and arrangement thereof, software compilations, underlying source code, software and all other material contained within the Website are subject to copyright and other proprietary rights which are either owned by us or used under license from third party rights owners. To the extent that any material contained on the Website may be downloaded or printed then such material may be downloaded to a single personal computer only and hard copy portions may be printed solely for your own personal and non-commercial use.

## **LIMITATION OF LIABILITY**

IN NO EVENT SHALL Empire Games, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS,



BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/ OR (X) ANY LOSS OR

DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT MANAKINS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED. IN ADDITION, YOU SPECIFICALLY

ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL EMPIRE GAME'S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PARTICULAR SERVICES THAT ARE THE SUBJECT OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.