1 END USER AGREEMENT

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| **TEXT ENGLISH** |
| **End-User Agreement**  **Last Modified: 9 October 2024**  PLEASE READ CAREFULLY THE FOLLOWING LEGALLY BINDING AGREEMENT BETWEEN “BIDSET SOFTWARE” (Tax Registration Number (CUI) 50540287) LIMITED COMPANY, UNDER THE BRAND NAME OF “NUMBERS ROULETTE” AND YOURSELF (THIS "AGREEMENT"). PLEASE MAKE SURE YOU FULLY UNDERSTAND THE CONTENTS OF THIS AGREEMENT. IF YOU HAVE ANY DOUBTS ABOUT ANY OF YOUR RIGHTS AND OBLIGATIONS RESULTING FROM ENTERING INTO THIS AGREEMENT, PLEASE CONSULT LEGAL COUNSEL IN YOUR JURISDICTION.  BY CLICKING THE "I AGREE" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY OUR “TERMS AND CONDITIONS” PUBLISHED ON THE SITE [www.numbersroulette.com](http://www.numbersroulette.com/), YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR SECURITY AND PRIVACY POLICY SET OUT AT [www.numbersroulette.com](http://www.numbersroulette.com/) SITE. BY CLICKING THE “I AGREE” BUTTON BELOW, YOU ALSO AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE, TO THE EXTENT PERMITTED UNDER APPLICABLE MANDATORY LAW.  IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "I AGREE" BUTTON, DO NOT CONTINUE TO DOWNLOAD, INSTALL OR OTHERWISE USE THE NUMBERS ROULETTE ALGORITHMIC METHOD TO PLAY ROULETTE, AND REMOVE THE METHOD FROM YOUR COMPUTER, PHONE OR OTHER HARDWARES.   1. **DEFINITIONS**   The following provisions define the terms and conditions that govern your (referred to as "User", “Buyer”, "you", "your" or "yours" as the context requires) purchase the Method, use of the Method, access to the Method and participation in any services provided by the “BIDSET SOFTWARE» LTD (referred to as "NUMBERS ROULETTE", “BIDSET SOFTWARE”, "we", "our" or "us" as the context requires) from time to time, including, without limitation the NUMBERS ROULETTE algorithmic method to play roulette as defined below (the "Method") on and/or through the website at [www.numbersroulette.com](http://www.numbersroulette.com/), and any other website operated by the “BIDSET SOFTWARE» LTD (the "Website(s)"). These provisions are intended to be read in conjunction with the Terms and Conditions respectively (the "Terms and Conditions" published on the site [www.numbersroulette.com](http://www.numbersroulette.com/)) where applicable, and any other terms and conditions governing the purchase of the Method, use of the Services, the NUMBERS ROULETTE algorithmic method to play roulette and access to the Website(s) and the Information comprised therein (collectively this "End-User Agreement").  The following words and terms, when used with this Agreement, shall have the following meanings, unless the context clearly indicates otherwise:  **"User (s) "** - One person which buys the NUMBERS ROULETTE algorithmic method to play roulette form the “BIDSET SOFTWARE» LTD, thru the [www.numbersroulette.com](http://www.numbersroulette.com/) website or thru other possibilities, offered by the “BIDSET SOFTWARE» LTD and use the method after;  **"User Account"** - One personal single account pertaining to one domestic household address, opened by an individual and maintained with us to enable that person to purchase the NUMBERS ROULETTE algorithmic method to play roulette;  **"Device(s)"** - means any site and internet access devices, including but not limited to personal computers, laptops, mobile telephones, smart phones, tablets or any other such mobile device, personal digital assistants, PDA telephones employed for the use of and access to the  Website(s) and purchase of the Method;  **"Method"** - the NUMBERS ROULETTE algorithmic method to play roulette copyrighted to us including any software, data file or any other content derived thereof, that is received by the User on his e-mail address, accessed or otherwise received by the User from the “BIDSET SOFTWARE» LTD, in a form, but not limited, of an application  **"Service(s)"** - the process of sales to the User for the Method, by downloading by the User of the method software and application form the trusted platform, where the Method is sold, after a payment performed by the User and accepted by us;  **"Website (s)"** - the web page(s) of the Services that are accessible through the Devices, where a User can buy the Method by opening a User Account with [www.numbersroulette.com](http://www.numbersroulette.com/)  **“Us/We/Ours”** – the “BIDSET SOFTWARE” Company Limited, Tax Registration Number (CUI) 50540287, ROONRC. J2024021879009 **Postal address** 060023, România, Bucharest, Sector 6, 202B, Splaiul Independentei street, office 42 **E-mail** [**i**nfo**@numbersroulette.com**](mailto:info@numbersroulette.com), the site [www.numbersroulette.com](http://www.numbersroulette.com/);  **“You/yours”** - The user of the Method.  **“Username and Password”** - The username and password chosen by the user (a person), if there are such requirements, upon registration on the [www.numbersroulette.com](http://www.numbersroulette.com/) site;  **"Roulette"** - is a game usually named as “European roulette”, which principle is based on a white ball, falling on a roulette wheel, which has boxes with numbers, one 0 (zero) number (box colored in green) and boxes with the entire range of numbers from 1 (one) to 36 (thirty-six).  **“Applicable Laws”** - any laws, rules and regulations relating to the use of the NUMBERS ROULETTE algorithmic method to play roulette, and that apply to you in the country where you live, and, if different, from which you are conducting such activities, and that otherwise apply to you.  **“Payment/Payments”** - Any transfer of funds from you to the “BIDSET SOFTWARE» LTD bank account either directly or through a Payment Provider;  **“Payment Provider”** - A third party payment processing company;   1. **SUBJECT MATTER OF AGREEMENT**   2.1. This Agreement covers the arrangements between you and us in relation to your purchase of the Method and your use of the Method for playing European Roulette play-for-real money and/or play-for-fun games, as applicable on your choice.  2.2. By clicking on the relevant "I AGREE" button during your registration, you acknowledge and accept that:   1. you have read, fully understood and accepted the Terms and Conditions of this End-user Agreement; and 2. the terms and conditions of this Agreement constitute a legally binding agreement ("Agreement") between you (as User) and the “BIDSET SOFTWARE» LTD regarding the purchase of the Method and the use of the Services.   2.3. If you do not agree with any of the terms and conditions of this Agreement, please do not click the "I AGREE" button, and do not attempt to use or continue using any of the Services.   1. **LEGAL REQUIREMENTS AND RESTRICTIONS**   3.1 We are a company incorporated under the laws and on the territory of the Romania. We are regulated for the purpose of operating a site under the name [www.numbersroulette.com](http://www.numbersroulette.com/), where we do perform the sales of the Method, under a license issued by the Authorized State Agencies of the Romania.  3.2 You can only use the Method and/or the Website if you are the legal age as determined by Applicable Laws.  3.3 In any event and under any circumstances, you cannot use the Method and/or the Website if you are under 21 years of age.  3.4 Some legal jurisdictions have not addressed the legality of online gambling and others have specifically made online gambling illegal. We make no representation or warranty with respect to the legality or otherwise of (1) the access to and use of the Method and/or the Website, and (2) the making of Payments to the “BIDSET SOFTWARE» LTD, under any Applicable Laws.  3.5 We do not intend to promote or permit for anyone to use the Method and/or the Website where such use is illegal. The availability of the Method and/or the Website does not constitute an offer or invitation by us to use the Method in any place in which such use is illegal. Use of the Method is forbidden wherever prohibited by any Applicable Laws.  3.6 You accept sole responsibility for determining whether your use of the Method is legal under any Applicable Laws. Please consult legal counsel in the applicable jurisdiction if you have any doubts about the legality of your access to and use of the Method and/or the Website, or the making of Payments to the “BIDSET SOFTWARE» LTD, under any Applicable Laws.  3.7 We shall be entitled to inform relevant authorities, other Method resellers, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity, and you will cooperate fully with us to investigate any such activity.   1. **LICENCE TO USE THE METHOD**   We hereby grant you a personal, non-exclusive, non-transferable right to use the Method, for the exact period of time same as the exact period of time was the Method exclusively licensed for sale to the “BIDSET SOFTWARE» LTD, solely for playing in the European Roulette, in accordance with the following provisions:  4.1 This license applies only to the sent to you by us copy of the Method (i.e., the compiled, assembled, or machine executable version of the Method) and does not grant you any rights whatsoever with respect to the copyright code of the Method.  4.2 The use of the Method could be prohibited in certain territories to be used for fun and it is strictly prohibited to be used to play on real money for the territories which are identified in the following paragraph, of WHICH YOU SHOULD NOT BE A RESIDENT AND FROM WHICH YOU POSSIBLE ARE NOT ALLOWED TO USE THE METHOD.  It is your solely responsibility to check the legal background of the territory from where you buy the Method and which citizen you are, in terms of possibility to use of the Method.  This list may be changed by us from time to time and it IS YOUR DUTY TO CONSULT AND CHECK REGULARLY THE “TERMS AND CONDITIONS” AND THIS END-USER AGREEMENT IN OUR WEBSITE ([www.numbersroulette.com](http://www.numbersroulette.com/)”) REGARDING ANY CHANGES TO THIS LIST.  THE POSSIBLE EXCLUDED TERRITORIES ARE AS FOLLOWS: AFGHANISTAN, ALAND ISLANDS, ANTIGUA AND BARBUDA, BAHAMAS, BARBADOS, BELGIUM, BELIZE, BULGARIA, CHINA, CUBA, CYPRUS, DOMINICA, ESTONIA, FINLAND, FRANCE AND ITS TERRITORIES, GRENADA, GUYANA, HAITI, HONG KONG, IRAN, IRAQ, ISRAEL, JAMAICA, LIBYA, MACAU, MONTSERRAT, NETHERLANDS ANTILLES, REPUBLIC OF SERBIA, SINGAPORE, SPAIN, ST. KITTS AND NEVIS, ST. LUCIA, ST. VINCENT, SUDAN, SURINAME, SYRIA, THE NETHERLANDS, THE PHILIPPINES, TRINIDAD AND TOBAGO, TURKEY, USA AND ITS TERRITORIES.  4.3 You are not permitted to and will not permit or assist others to:  4.3.1 install or load the Method onto a server or other network device or take other steps to make the Method available to any other person via any form of "bulletin board", online service or remote dial-in, application service provider services, internet services provider services, timesharing arrangements, outsourcing services or bureau services;  4.3.2 sub-license, assign, rent, lease, loan, transfer or copy the Method or your license to use the Method, or make or distribute copies of the Method;  4.3.3 translate, reverse engineer, decompile, disassemble, adapt, modify, create derivative works based on, or otherwise modify the Method;  4.3.4 copy or translate any user documentation provided 'online' or in electronic format; or  4.3.5 enter, access or attempt to enter or access or otherwise bypass the applicable security system or interfere in any way (including but not limited to robots and similar devices) with the Method or the Website, or attempt to make any changes to the Method and/or any features or components thereof.  4.4 You do not own the Method. The Method rights are the exclusive property of the licensor, a third party, which exclusively licensed the Method sales rights to the “BIDSET SOFTWARE» LTD. The Method and accompanying documentation which have been licensed to us and protected throughout the world by copyright law and other intellectual property law. Your use of the Method does not give you ownership of any intellectual property rights in the Method or any other rights in or with respect to the Method, except for the right to use the Method as expressly provided in this Agreement and in the “Terms and Conditions”. This Agreement applies only to the grant of a license to use the Method.  4.5 Any trademarks, service marks and/or trade names used by us on the Website from time to time (the "Trade Marks") are the trademarks, service marks and/or trade names of ours or our affiliates or licensors, and we and/or such entities, as applicable, reserve all rights to the Trade Marks. In addition, other content on the Website, including, but not limited to, the Method, images, pictures, graphics, photographs, animations, videos, music, audio and text (the "Site Content") belongs to us or our affiliates or licensors and is protected by copyright and/or other intellectual property rights. You hereby acknowledge that by accessing and using the Method and the Website you obtain no rights in or to the Trade Marks or the Site Content and must not use them without our prior written consent.  4.6 THE METHOD IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. WE AND ALL OF OUR AFFILIATES AND RELATED PARTIES, HEREBY EXCLUDE ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE), AND DO NOT WARRANT THAT THE METHOD WILL MEET ALL YOUR REQUIREMENTS.  4.7 WE, NOR ANY OF OUR AFFILIATES AND RELATED PARTIES, WARRANT OR GUARANTEE (1) THAT THE METHOD WILL BE NON-INFRINGING, (2) THAT THE OPERATION OF THE METHOD WILL BE ERROR FREE OR UNINTERRUPTED, (3) THAT ANY DEFECTS IN THE METHOD WILL BE CORRECTED, (4) THAT THE METHOD OR THE SERVERS ARE FREE OF VIRUSES AND BUGS, OR (5) THE PRIVACY, SECURITY, AUTHENTICITY AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED THROUGH, OR STORED IN ANY SYSTEM CONNECTED TO, THE INTERNET.  4.8 WE, OR ANY OF OUR AFFILIATES AND RELATED PARTIES, WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING OR RESULTING FROM COMMUNICATIONS OR SYSTEM ERRORS OCCURING IN CONNECTION WITH THE SETTELMENT OF ACCOUNTS OR OTHER FEATURES OR COMPONENTS OF THE WEBSITE AND/OR OF THE METHOD. IN THE EVENT OF SUCH ERRORS, WE WILL FURTHER HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO TAKE ANY ACTION TO CORRECT SUCH ERRORS.  4.9 The Method may include confidential information which is secret and valuable to us. You are not entitled to use or disclose that confidential information other than strictly in accordance with the terms of this Agreement and/or with our “Terms and Conditions”.   1. **SECURITY**   5.1 We only allow access to purchase the Method through secured networks using encryption of the user name and password. You cannot purchase the Method without passing our customer security login.  5.2 You may not use the Method for any commercial use or on behalf of another person. Any use of the Method by you is for your own private purposes only.  5.3 You may only have one User Account, for which you will register using your own, correct name, and each User Account shall only have one personal single account-holder pertaining to one domestic household address.  5.4 You must keep your Username and Password confidential and should not disclose them to anyone. You shall be responsible for all activities and transactions conducted on your User Account. Every person who identifies him/herself by entering your correct Username and Password is assumed by us to be you, and all transactions where the Username and Password have been entered correctly will be regarded as valid. We will not be responsible for any third-party access to your User Account and under no circumstances shall we be liable for any losses incurred by you as a result of misuse of your Username and Password by any person or for any unauthorized access to your User Account.  5.5 You may not use anyone else's user name or password, and you will not use any other person's User Account or means of payment to access or use the Method or the Website.  5.6 We are using advanced methods for the encryption of the username and password information, and any other sensitive information transferred to and from the client application and our servers, thus securing the user and us against manipulation attempts by a third party. You will not break in, access or attempt to break in or access or otherwise by-pass our security. If we suspect that you have attempted to or may be attempting to break in, access or otherwise by-pass our security, we will be entitled to terminate with immediate effect your access to the Method and/or have your account blocked, and we reserve the right to inform the applicable authorities.  5.7 We will only use your personal information in accordance with our Security and Privacy Policy, which is set out in full at [www.numbersroulette.com](http://www.numbersroulette.com/). We reserve the right to amend the Security and Privacy Policy at any time. We may also ask you to provide us with additional details and any such additional information will also be kept confidential in accordance with our Security and Privacy Policy.  5.8 We will be entitled, under certain circumstances, to disclose certain details to relevant authorities should it be required under any applicable law or by any governmental or regulatory body, to the extent required by law. We shall further be entitled to disclose information pursuant to clause 3.7 above.   1. **YOUR RESPONSIBILITIES**   6.1 You are solely responsible to determine whether the access and use of the Method by you, and the making of payments to us, are permitted under any Applicable Laws.  6.2 It is your responsibility to ensure that you understand the rules and procedures in the Method and your use of the Method in general playing European Roulette, before you play any such games. It is your solely responsibility for the Method usage for play with real money.  6.3 You shall not transfer in any way whatsoever your rights under this Agreement, without our prior written consent, which may be given in our sole discretion.  6.4 You are fully responsible for all taxes, fees and other costs incidental to and arising from any payments. You will indemnify and reimburse us for any costs, expenses or losses that may be caused to us as a result of any claim or demand made by any governmental or other authority, with regard to tax withholding obligations or similar obligations to which we may be subject in connection with processing your payments and/or chargeback requests.  6.5 It is your responsibility to inform us of any changes to your registration details.  6.6 You shall provide us with all information requested by us and necessary for the operation of the User Account, including, but not limited to, proof of identity, notarized documentation, proof of address, utility bills, bank details, bank statements and bank references. You shall provide us with any such requested documents immediately upon request and not later than within a reasonable time of response.  6.7 You acknowledge and understand that separate terms and conditions exist with respect to promotions, bonuses and special offers, and are in addition to this Agreement. These terms and conditions are set forth in [www.numbersroulette.com](http://www.numbersroulette.com/), or have been delivered to you personally, as the case may be. In the event of a conflict between the provisions of such promotions, bonuses and special offers, and the provisions of this Agreement and of the “Terms and Conditions”, the provisions of such promotions, bonuses and special offers will prevail.  6.8 For the removal of doubt, it is clarified that any use by you of the services of a Payment Provider will be subject to the terms and conditions of use prescribed by such Payment Provider. This, however, will not derogate from your obligations to us under this Agreement.  6.9 You are solely responsible for the supply and maintenance of all of the computer equipment and telecommunications networks and internet access services that you need to use in order to access our Website and/or the Method. We will not be liable in any way whatsoever for any losses caused to you by the internet or any telecommunication service provider which you have engaged in order to access the Method or the Website.  6.10 You will not commit any acts or engage in any conduct that is or that could be reasonably expected to be damaging to our reputation or any other related service providers.  6.11 You will fully indemnify, defend and hold us and our officers, directors, employees, agents, contractors and suppliers harmless from and against any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however caused, that may arise as a result of or in connection with (a) access and use of the Website and/or the Method by yourself or by anyone else using your Username and Password; or (b) breach by you of any of the terms and provisions of this Agreement.  6.12 We reserve the right to change this Agreement from time to time as set out in clause 11 below. It is your responsibility to check from time to time and see whether there is an updated version in accordance with clause 11 below.   1. **YOUR WARRANTIES AND REPRESENTATIONS**   You hereby warrant and represent to us that:  7.1 you are not a resident of any of the excluded territories specified as such in clause 4.2 above, as this list may be updated from time to time, and you are not attempting to use the Method and/or the Website from any of these territories;  7.2 you are acting on your own behalf;  7.3 you are not restricted by limited legal capacity;  7.4 you are not classified as a compulsive gambler;  7.5 all details which you give or have given in the process of registering on the Website (s) are accurate and you will continue to update such details in the event of any changes;  7.6 you are fully aware of the fact that there is a risk of losing money through the use of the Method if you will decide to use the Method playing European Roulette on real money;  7.7 you are not paying during the Method purchase with funds originating from criminal and/or illegal and/or unauthorized activities;  7.8 you do not otherwise conduct criminal or unlawful activities and/or intend to utilize the User Account in connection with such activities; you do not use or intend to use or intend to allow any other person to use the Method or the User Account for any prohibited or unlawful activity, including but not limited to fraud or money laundering, under any applicable law, including without limitation the laws in your jurisdiction and the laws that apply to us;  7.9 you are not colluding or attempting to collude and you do not intend to participate, directly or indirectly, in any collusion scheme with any other User in the course of any purchase process the Method with us;  7.10 you are not under the age of either (i) 21; or (ii) the age at which gambling activities are legal under the law of the jurisdiction that applies to you, whichever is greater;  7.11 the debit/credit card details provided by you in the registration process are those of the registered account holder and the card has not been reported as lost or stolen;  7.12 you are not one of our officers, directors, employees, consultants or agents or of one of our affiliated or subsidiary companies, or suppliers or vendors, and you are not a relative of any of them (for the purpose of this clause, the term "relative" means spouse, partner, parent, child or sibling), or any of the casino’s officers, directors, employees, consultants or agents or of one of casino’s affiliated or subsidiary companies, or suppliers or vendors, and you are not a relative of any of them (for the purpose of this clause, the term "relative" means spouse, partner, parent, child or sibling), casino and/or casino owners;  7.13 you have not previously held a user account with us which was suspended or terminated either us, and you have not in the past charged back any monies via any User account;  7.14 in opening the User Account, you will not provide any information or make any statement to us which is untrue, false, incorrect, incomplete or misleading.   1. **USER ACCOUNT AND PAYMENTS**   8.1 General:  8.1.1 You agree that financial account transactions will be handled by us directly or through a payment provider or any other third party.  8.1.2 Payments may be transferred from you to us and vice versa, either directly or through a payment provider chosen by you or us (subject, however, to clause 8.4.3 below).  8.1.3 We do not guarantee that there will not be any delay in the processing or receipt of payments.  8.1.4 You acknowledge and agree that your User account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system or by any other similar insurance system of any other jurisdiction, including but not limited to your local jurisdiction. Furthermore, the User account does not bear interest on any of the funds paid to us.  8.2 Making payments:  8.2.1 Once your User account has been opened, you will be able to pay for the purchased Method by requesting an electronic transfer of funds using any of the means set out on the Website (s). otherwise, you may make payments solely by any of the following payment methods:   * By a credit card that must be in good standing and registered in your name, and which is acceptable to us at our sole discretion; * By a debit card that must be in good standing and registered in your name, and which is acceptable to us at our sole discretion; * By a payment pre-authorized by us; * through a payment provider acceptable to us; * If we accept this, by providing us with a valid cheque, money order or wire transfer; or * By such other method deemed acceptable to us from time to time, at our sole discretion.   8.2.2 You agree to fully pay any and all payments and charges due to us or to payment providers in connection with the Method purchase. You further agree not to make any charge-backs or renounce or cancel or otherwise reverse any of your payments, except the situations which are subject to Article 12 MONEY BACK GUARANTEE clauses in the “Terms and Conditions”, published on the www.numbersroulette website.  8.2.3 Each request made by you to purchase the Method shall constitute a valid authorization for us and/or for the payment provider, as applicable, to transfer the amount representing the published price of the Method, by us or from or by the payment provider chosen by you, as applicable, to us.  8.2.4 We will be entitled to determine minimum and maximum amounts to be paid to us, in our discretion.  8.2.5 You acknowledge that you may, from time to time, upon our request, be required to provide additional details in respect of the payments made by you.   1. **OUR RIGHTS**   9.1 We reserve, at our sole discretion, the right to:  9.1.1 refuse to register any applicant for registration on the website;  9.1.2 refuse to accept any payments for the Method purchase;  9.2 We will be entitled to make inquiries related to you, including credit checks, with third party credit and financial institutions, in accordance with the information you have provided to us.  9.3 In the event of any dispute regarding the Method purchase, our decision will be final and binding.  9.4 We may at any time disclose certain personal information of yours to third parties in accordance with our Security and Privacy Policy and with clause 3.7 above.  9.5 Notwithstanding anything stated or implied to the contrary in this Agreement, and/or in our Terms and Conditions, we may at any time, without prior notice to you and without derogating from our other rights under this Agreement, terminate your use of the Method and block your User account if we suspect or believe that you are in breach of any of the terms and conditions of this Agreement and/or of our Terms and Conditions; or that you may be engaging in or have engaged in Fraudulent, unlawful, or improper activity, including without limitation any violation of any applicable terms and conditions, money laundering or collusion with another User Account holder; or that you are otherwise acting unlawfully. Notwithstanding anything stated or implied to the contrary in this Agreement and/or in our Terms and Conditions, we will not be under any obligation in any such circumstances to refund or otherwise reimburse you for any of the funds paid to us.  9.6 We may transfer, assign, sublicense or pledge this Agreement, in whole or in part, to any person or entity without notice, and you will be deemed to have given your consent to any such assignment.   1. **LIMITATION OF LIABILITY**   10.1 You hereby acknowledge that we have no control or responsibility over the use that you make of the Method. Receiving, loading, printing and using the Method and accessing and using the Method by you is made at your own risk. Neither we nor any of our affiliates and related parties, shall have any liability whatsoever of any kind in connection with such use.  10.2 In no event shall we or any of our affiliates and related parties, be liable to you for any direct, consequential, indirect, incidental or special damage or loss of any kind, including without limitation loss of business, profits, revenue, contracts or anticipated savings, or loss or damage arising from loss, damage or corruption of any data, whether or not the possibility of such loss or damage has been notified to us ahead of time  10.3 Without derogating from the generality of clauses 10.1 and 10.2 above and from any other liability limitation provision in this Agreement, neither we nor any of our affiliates and related parties, will be liable for any loss, costs or damages (howsoever arising) deemed or alleged to have resulted from or caused by any of the following:  10.3.1 any error made due to the input of incorrect information by you;  10.3.2 any fraud, deception or misrepresentations by you;  10.3.3 our decision not to accept a payment from you;  10.3.4 any delay in receiving or accepting a payment by us or withholding a money back by us for the purpose of conducting identity verification procedures;  10.3.5 use of your User account for purposes that may be considered illegal under applicable laws;  10.3.6 any transactions on your User account which are conducted after the correct entry of your username and password;  10.3.7 any unauthorized interception or use of data relating to you or your User account;  10.3.8 any inability to use or access the website and/or the Method for any reason;  10.3.9 any actions or transactions by an individual that uses your username and password;  10.3.10 any cause over which we do not have direct control, including problems attributable to computer hardware or software (including computer viruses and including the software), data transmission systems, telephone or other communications, or internet service providers;  10.3.11 the loss of any transactions caused by the loss or malfunction of any communications device used by yourself or any entity relaying information between you, us, or any other payment solution company;  10.3.12 any undelivered e-mail communications;  10.3.13 the quality or availability (or lack thereof) of the website or the any downloaded application or software with the Method or with the Method description; or  10.3.14 any results of any acts of government or authority or any force majeure event.   1. **CHANGES TO THIS AGREEMENT OR THE SECURITY AND PRIVACY POLICY OR THE TERMS AND CONDITIONS**   11.1 We may, at our sole discretion, make changes to this Agreement, the Terms and Conditions or the Security and Privacy Policy at any time.  11.2 Any changes will take effect from the date specified on the Website's terms and conditions (“End-User Agreement” and/or “Terms and Conditions”)). It is important, therefore, that you log in to the Website's “Terms and Conditions” and/or “Security and Privacy Policy” and/or “End-User Agreement” from time to time and check to see whether there is any updated version. You are solely responsible for learning of any such updated versions and changes.  11.3 If you continue to use the Website and/or the Method after we have updated the changes, you agree to be bound by those changes whether or not you have had actual notice of, or have read, the relevant changes. If you do not agree to be bound by relevant changes, you should not continue to use the Website and/or the Method any further.   1. **TERM**   This Agreement is effective from the moment of acceptance by you by clicking on the "I Agree" button, and shall remain in force for an unlimited time, unless terminated in accordance with clause 9.6. For the avoidance of doubt, it is agreed that you are bound by this Agreement if you use the Method and/or the Website in any way, including, but not limited to, initiating or making a payment to us.   1. **GOVERNING LAW**   13.1 The construction, validity and performance of this Agreement will be governed by Romania law. The competent court in Romania will have exclusive jurisdiction in any matter arising from or related to this Agreement. However, this shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief. The English language version of this Agreement will prevail over any other language version issued by us.  13.2 The illegality, invalidity or enforceability of any provision of this Agreement will not affect the legality, validity or enforceability of the remaining provisions of this Agreement.   1. **NOTICES**   14.1 You agree to receive communications from us in an electronic form. Electronic communications may be posted on the pages within the Website and/or delivered to your e-mail address, as shall be decided by us from time to time. All communications in either electronic or paper format will be considered to be "in writing" and to have been received no later than five business days after posting or dissemination, whether or not you have actually received or retrieved the communication. We reserve the right, but assume no obligation, to provide communications in paper format.  14.2 Any notices required to be given in writing to us or any questions concerning this Agreement should be addressed to: [support@numbersroulette.com](mailto:support@numbersroulette.com).   1. **PREVALENCE**   15.1 This “End-user Agreement”, where applicable, and any other terms and conditions governing the use of and access to the Method, Services, Information and the Website(s) shall form an integral part of the “Terms and Conditions" (published on the [www.numbersroulette.com](http://www.numbersroulette.com/) site).  15.2 In the event that there is any conflict between the provisions of the “End-user Agreement” and any other terms and conditions governing the use of and access to the Services, Method, Information and the Website(s) and the “Terms and Conditions” (published on the [www.numbersroulette.com](http://www.numbersroulette.com/) site), unless expressly provided otherwise, the “Terms and Conditions” shall prevail |