General Terms and Conditions:

1. INTRODUCTION

1.1 This/Our Website (“Casino”, “Website”, “We”, “Us”, “Our”) is operated by SmartWave Limited, a company based at Saint Lucia, Offices of ADCO Incorporated, #10 Manoel Street, Castries, under gaming License number No. 00964 issued and regulated by the Kahnawake Gaming Commission.

1.2 Before using the website, please read the Terms & Conditions carefully, as the fact of using the website confirms your consent with the Terms & Conditions.

1.3 Whether you play any game, place a bet, or otherwise use the website, you agree to be bound by the rules of any game you play, as set out under the relevant Help section, Game Provider restrictions, any Bonus Terms; any terms and conditions relating to withdrawals and any other terms applicable to the website and/or which you are required to confirm your agreement to as part of the services provided on Our Website.

1.4 The Terms and Conditions regulate the use of the Games via the Website. These Terms and Conditions, the Game Rules, and any document expressly referred to therein, as well as any guidelines or rules posted on the Website, constitute the agreement and understanding between the Parties and govern the contractual relationship between them.

1.5 The Customer is a person of at least 18 years of age, or of the legal age allowed to gamble in the respective jurisdiction, whichever is higher, who is registered and accepted as a gaming customer on Our Website (or Company). To use the gaming service provided, it is required that the customer has deposited funds into the Company's bank account.

1.6 The games offered on Our Website are games of chance: Casino, Live Casino, Jackpot Games and other games available on the website.

1.7 Current Terms & Conditions may be changed by the Company when such need occurs. The Company will notify the players of any significant changes, where possible. However, please visit the Terms and Conditions page regularly to check for possible changes.

1.8 For information purposes, ease of understanding and ease of access by the Player these Terms and Conditions may be published in several languages. Each and every version will contain the same principles, however it is only the English version that shall govern the legal relationship between you and us. Should any form of discrepancy arise between the non-English and the English version of these Terms and Conditions, the English version shall prevail over the non-English version.

2. My Account:

2.1 To be able to play real money games, an account must be opened. If you are registering or depositing you authorize us to receive your personal details and, based on that information, to create Your Player Account.

2.2 The Player's Account on the website is intended for administration of the Player's gaming transactions, meaning bets in games, deposit of funds and payments of wins. The Player's Account may only be used to participate in the Gaming Service. The Company reserves the right to limit gaming transactions in the Player's Account at any time for security reasons.

2.3 Players residing in the countries that are not available in the registration page cannot register an account and play. We reserve the right to prohibit persons from any jurisdiction from opening an Account with us.

2.3.1. We do not accept registrations from restricted, blacklisted and sanctioned countries. These countries, while they may vary, include but are not limited to the following: Curaçao, the Netherlands, United States, Central African Republic, Democratic Republic of the Congo, Eritrea, Guinea-Bissau, Iran, Iraq, Lebanon, Libya, Mali, North Korea, Somalia, South Sudan, Sudan, Yemen, Myanmar.

2.4 Only one account per person is allowed (one name, one account, one IP address). Using multiple accounts is strictly forbidden and in such instances, we have the right to restrict or close all your accounts.

2.5 You cannot transfer, sell, or pledge Your Account to another person. This prohibition includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial or otherwise.

2.6 Transactions made using your username and password are accepted by us on the understanding that they have been made by you. If someone else has accessed your Account then, we accept no liability for funds or information lost or misused. It is the account holder's responsibility to avoid any unauthorized access to their gaming account.

2.7 You will be entirely responsible for all losses which are incurred as a result of having a third party use on your Player Account. You must immediately inform us if you suspect that another person has obtained access to your Player Account, and you will need to offer your full support while We investigating this issue.

2.8 We reserve the right to reject your Membership Application and a Player Account may be closed, at our sole discretion. Subject to these Terms and Conditions, including those terms which permit Our Company to withhold payment of winnings, any contractual obligations of either a Player or Our Website which have been made prior to a Player Account being closed will be honored.

2.9 A customer must not participate in an authorized game under a name, account name or designation that is obscene, indecent or offensive. In such cases, the Company reserves the right to terminate the player's account.

3. Account Verification:

3.1 When opening an account, you are confirming that:

3.1.1 You are of the minimum legal age of 18 or at the minimal legal age for gambling in your jurisdiction.

3.1.2 The details supplied when opening Your Account are correct.

3.1.3 You are the rightful owner of the money in your Account.

3.1.4 The funds deposited are not derived from any activity which is illegal.

3.2 If upon completion of the age verification process you are found to be underage, all deposits made on the Player Account will be returned, and the winnings and/or bonuses will be voided.

3.3 If, despite our efforts to prevent underage gambling, a person below the approved age participates in gambling and generates winnings, we will act in accordance with the regulatory requirements.

3.4 Our Company / Website complies with laws, regulations and guidelines for the prevention of money laundering and the funding of terrorism. All transactions made by players on our site are checked to prevent money laundering and all other illegal activity.

3.5 By agreeing to the Terms you authorize us to undertake such verification checks as we may require ourselves or may be required by third parties (including regulatory bodies) to confirm your age, identity and contact details in order to prevent money laundering.

3.6 We reserve the right to withhold any payment to your account and to place any restrictions by our sole discretion, until we are satisfied that the identity, age and place of residence of the player have been suitably verified.

3.7 We are required to undertake verification of your age as well as to verify your identity upon your gambling reaching a certain threshold so we may contact you and ask you to provide:

3.7.1 Passport, national identity card or driving License together with a recent utility bill (e.g. gas, telephone, insurance) less than three months old.

3.7.2 Proof of payment – subject to the deposit method used (copy of the credit card used, screen shot of e-wallet or recent bank statement).

3.7.3 Additional verification may be required such as proof of funding of E-wallet accounts.

3.8 We reserve the right to request identity and financial documentation of a Player, at any time. Any Player who registers on the Website must provide a valid form of identification, address, email address, telephone number and deposit confirmation.

3.9 If after verifying your identity it results that your account details do not match, we reserve the right to lock your account or prevent withdrawals, if deemed appropriate, until your identity has been verified.

4. Anti-Fraud and AML Policy:

4.1 The Company has a strict Anti-Fraud and AML Policy. If a player is suspected of fraudulent actions including but not limited to: participating in any type of collusion with other players, development of strategies aimed at unfaithful winnings, fraudulent actions against other online casinos or payment providers, chargeback procedures or denial of some payments made, or providing incorrect information about personal data during registration, the Company reserves the right to terminate the player account and suspend all payouts to the player. This decision is at the sole discretion of the Company and the player will receive corresponding notifications. The Company also reserves the right to inform the regulatory bodies of such fraudulent actions.

4.2 Any player who will try to gain advantage of casino welcome offers or other promotions agrees that Company has the right to void bonuses and any winnings from such bonuses, included but not limited to the reasons of: use of stolen cards, chargebacks, creating more than one account to get advantage from casino promotions, providing incorrect registration data, any other actions which may damage the Company.

4.3 The Company reserves the right to close your Player Account and to refund to you the amount on your account balance, subject to deduction of relevant withdrawal charges, at Casino's absolute discretion and without any obligation to state a reason or give prior notice. The Casino 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. We reserve the right to terminate and/or, change any games or events being offered on the website.

4.4 The Company is subject to anti-money laundering and funding of terrorism laws and must in this regard perform due diligence on customers.

Player hereby acknowledges that we shall use the information obtained for our due diligence obligations to conduct public searches and perform checks to verify the information provided to us.

Whilst we are carrying out our due diligence measures, players may be allowed to continue using their accounts but not be allowed to affect any withdrawals from such accounts until our verification procedures are completed.

Where we are unable to conclude our due diligence obligations because we have not received the required information from the player or we are otherwise unable to verify their identity, no activity may be undertaken from the account and the account can be blocked and/or terminated. In such an event, we shall return any deposited funds present on the account at the time of blocking and/or termination except where it is necessary for us to delay or withhold payment of all or some of the player's funds to comply with our legal obligations.

We reserve the right to ask for any additional information and documentation to fulfil our due diligence obligations, and any communication for the provision of information/documentation is not to be deemed as being the final communication in this regard.

If we become aware or suspect that the information provided by the player is materially false, we shall cancel the registration and take any other steps that may be required by us under law. We will not pay out any winnings in such circumstances.

5. Deposits:

5.1 Our Website offers a variety of payment methods, and the gaming account can be funded in any way available on the Casino website at the time of attempting a deposit. Please, contact our support team at support@spacefortuna1.com to inquire about the payment methods which are most favorable for your country of residence.

5.2 Please note that the minimum and maximum amount of deposit depends on the payment method you decide to use. In case of funding the gaming account with the currency other than the currency you specified when registering, all conversion the conversion costs are for your expense.

5.3 Only valid credit cards and other financial instruments issued by lawful institutions that legally belong to you can be used for depositing. The company is not responsible for the lost funds deposited from third party accounts. By accepting these terms and conditions, you are confirming that you will use only payment methods and funds belonging personally to you.

5.4 Our Website does not warrant that all methods of payment are always available. Please, verify which payment and withdrawal methods are currently available and the minimum deposit amount and transaction fees applicable. Your bank or payment service provider may charge you additional fees for deposits, withdrawals of currency conversion according to their terms and conditions and your user agreement.

6. Withdrawals:

6.1 The minimum withdrawal amount is 25 €/$ or equivalent in other currencies, unless explicitly stated otherwise in Terms & Conditions of the specific promotion.

6.2 All deposits must be wagered at least once before the player is able to withdraw any balance.

6.3 We do not charge fees for processing deposits; however, your bank may impose fees which We are not responsible for.

6.4 Successful withdrawals will be paid back to the player's original method of deposit. If the deposit method account does not support a payout, or if the payout is not possible for whatever reason, withdrawals will be paid to the player via any payment method used by a player to deposit on Our Website in the past.

6.5 In special cases, usually to prevent money laundering, the cashier will reserve the right to pay the player's withdrawal via any method even if the player requested otherwise. Withdrawal requests to credit cards which are not refundable will be either issued to an e-wallet of player's choice or via Wire Transfer. In this case all processing fees are the player's responsibility. Withdrawal requests thru CoinsPaid, requires the initial deposit also to be done thru CoinsPaid payment method.

6.6 If withdrawal is limited (in the case that the player wins with a Free Signup Bonus for instance), any balance over the maximum allowed amount will be removed from the player's account after the withdrawal is requested.

6.7 Should a player attempt to withdraw before the wagering has been completed, the bonus and any potential winnings derived from the bonus will be forfeited.

6.8 Our Website / We reserves the right to refuse or withhold any bonus amounts or winnings if the player's deposited funds were cancelled or denied by the payment service.

6.9 Our finance department may take up to two (2) business days to process the withdrawal, after all the requested account verification documents are received and confirmed. Large withdrawals might take longer to be processed as they need to go through enhanced checks before being approved by our Security department. However, the Company/our team is not responsible for any delays caused by your bank.

6.10 All winnings up to 10,000 EUR (or equivalent in other currency), We reserve the right to split the withdrawal on weekly payments. All winnings above 10,001 EUR (or equivalent in other currency), We reserve the right to split the withdrawal on monthly payments.

6.11 In case of an unsuccessful verification within a period of 14 days after a withdrawal request has been submitted, the payment will be cancelled and the funds will be returned back into the account's balance. You can request another withdrawal at anytime and it will be processed once all requested verification documents have been reviewed and approved.

7. DORMANT ACCOUNTS

7.1 “Dormant” Player Accounts are defined as a Player Account which, for a continuous period of 12 (twelve) months or more, has not either (a) had funds deposited in it; or (b) had a Bet placed from it; or (c) had a Bet settled from it.

7.2 Once your Player Account has been deemed Dormant, we will attempt to notify you, via email, at your registered email address of any remaining funds held in your Account. If these attempts are unsuccessful, we will be entitled to charge you an administration fee of EUR 5 (“Administration Fee”). We will deduct the Administration Fee from your Player Account every 30 days once your Player Account is deeded “Dormant” in accordance with clause 7.1. You will be given 30 days written notice by email that your Player Account is about to become “Dormant” and subject to the Administration Fee.

7.3 We will stop deducting the Administration Fee from your Player Account if your Player Account is re-activated by you using it for real money betting or deposit.

7.4 Even if you do not choose to re-activate your Player Account, you may access your Player account at any time to retrieve your balance.

7.5 Once your Player Account reaches zero and/or a negative balance as a result of the deductions of the Administration Fee then your Player Account may be closed.

7.6 If your Player Account has been deemed Dormant and has subsequently been Dormant for an additional 12 (twelve) calendar months, your Player Account shall be deemed to be an "Abandoned Account" and may be closed, and the total sum of cash held in your Player Account forfeited.

7.7 Due to data protection legislation, we are unable to confirm to anyone other than the Player Account holders themselves whether our systems hold an account registered to a particular name. If a third party believes that he/she has a legal interest in an account held under a different name (by way of example, in situations of bereavement or incapacity of the Player Account holder), he/she shall be requested to send in his/her ID as well as a court order; power of attorney (or similar) proving the aforementioned legal interest. This document will be reviewed by our legal team and only then can a search for accounts or any reply to the third party be considered.

8. Refunds:

8.1 Please note that after making a deposit and using any part of it (for example, after placing bets or playing games on the Website), the deposit will not be refunded.

8.2 Players can request a refund of their non-played deposits only within 24 hours of making a transaction, and only in exceptional circumstances. There may be a mistake in specifying the deposit amount or a technical malfunction.

8.3 You can only request a refund if you have been verified (including verification of your legal age). Prior to creating your refund request, you must pass verification if you haven't done so before.

8.4 The refund can be done only to the instrument (card, electronic wallet etc.), from which a deposit was made.

8.5 We reserve the right to decline any refund request in case of not following these Terms and Conditions by our sole discretion.

8.6 Each refund request is evaluated on an individual/case-by-case basis. Upon approval, the processing of the refund may take up to 7 working days to be completed and reflected in the client's bank account.

9. Data Protection:

9.1 We hereby warrant to adopt adequate technical and organizational measures to ensure the security of our systems and the integrity of data transmitted on our website. You hereby warrant to take reasonable measures to ensure the security of your systems and the integrity of data transmitted to us.

9.2 The player hereby acknowledges that his personal data shall be processed by the licensee or by any other person, company or firm associated in any manner or otherwise engaged by the licensee to provide services to it for us be able to provide the services to the player as laid down in these Terms and Conditions. We shall process player personal data in line with the Privacy Policy on this website. We shall comply and shall enter contractual arrangements with associated persons, companies or firms and any other person, company or firm engaged by it to provide services to it and which is processing personal data on its behalf, to ensure compliance with all relevant legislation and regulations in relation to the handling and processing of such personal data.

10. Complaints:

10.1 If you wish to inquire or make any complaints regarding our services, you may contact our customer service on support@spacefortuna1.com

10.2 Complaints are handled by the support team and escalated in the organization if required. The player shall be contacted regarding the state of such a complaint, and we will do so by using any of the contact details provided in your Player Account.

10.3 If you are not satisfied with the outcome provided by us, you may submit a formal complaint to the Regulator. More information on the subject can be found on the webpage of the Regulator. KGC complaints email address: complaints@gamingcommission.ca

11. Governing Law:

11.1 These Terms and Conditions are subject to and construed to in accordance with the regulations set by the official licensing and regulating authority for gaming activity within and from Curacao and Canada.

The parties agree that any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of Curacao and Canada.

11.2 You are solely responsible to follow any applicable law in your country of residence and if you are permitted by applicable law in your country of residence to play and thus open an account with us. We take no responsibility whatsoever if you make any violation or breach of any applicable law. Otherwise, we reserve the right to reject your account submission or to deactivate your account without any liability towards you.

12. Limitation of Liability and Warranty Disclaimer:

12.1 You should be aware that gambling at the website may lead to losing money. The Company is not liable for any possible financial damage arising from the use of the website.

12.2 The Company is not liable for any hardware or software, defects, unstable or lost Internet connections, or any other technical errors that may limit player's access to the website or prevent player from an uninterrupted play.

12.3 In an unlikely case where a wager is confirmed or a payment is performed by us in error, the Company reserves the right to cancel all the wagers accepted containing such an error, or to correct the mistake by re-settling all the wagers at the correct terms that should have been available at the time that the wager was placed in the absence of the error.

12.4 If we mistakenly credit your Player Account with winnings that do not belong to you, whether due to a technical issue, error in the pay tables, human error or otherwise, the amount will remain our property and will be deducted from your Player 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.

12.5 The company shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the Website or your participation in the games.

12.6 You hereby agree to fully indemnify and hold harmless the Casino, its directors, employees, partners, and service providers for any cost, expense, loss, damages, claims and liabilities howsoever caused that may arise in relation to your use of the Website or participation in the Games.

12.7 You acknowledge that the Casino shall be the final decision-maker of whether you have violated the Casino's Terms & Conditions in a manner that results in your suspension or permanent barring from participation on the Website.

12.8 We are not responsible for printing errors that may occur on our website and its content. However, you may inform us on any error you may find on our website with due reasonable explanation and to the best of our knowledge and in reasonable time we may correct the error or reply to you for the contrary reasons. Although we always strive and attempt to provide accurate information on our website, information on our website may contain technical inaccuracies or typographical errors. The contents of any documents and information on our website are believed to be current and accurate as of their publication dates.

12.9 ALL INFORMATION, SOFTWARE, GAMES AND SERVICES PROVIDED ON OUR WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

12.10 We SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS WEB SITE OR ANY GAME, OR DAMAGES RESULTING FROM USE OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You are hereby notified that you enter, play and use the Website and participate in the Games at your own risk.

12.11 The Website and the Games are provided without any warranty whatsoever, whether express or implied.

12.12 Without prejudice to the generality of the preceding provision, we, including but not limited to our directors, employees, partners, service providers: do not warrant that the software, Games and the Website are fit for their purpose; do not warrant that the software, Games and the Website are free from errors; do not warrant that the software, Games and the Website will be accessible without interruptions.

12.13 If there is a malfunction in a Game or its interoperability, any bets made during such malfunctioning shall be void. Funds obtained from a malfunctioning Game shall be considered void, as well as any subsequent game rounds with said funds, regardless of what Games are played using such funds.

12.14 In the event of an internet disconnection, power failure, or other interruption while playing, our platform is equipped with systems to preserve your gameplay progress and outcomes.

12.14.1 If you are disconnected during a session on Slots, any active spin will automatically complete on our servers, with results and winnings displayed upon reconnection; bonus features will resume where they left off, and autoplay will complete the current spin but require manual restart.

12.14.2 If you are disconnected during a session on other casino games (including Live), bets placed before a disconnection will be processed, outcomes determined, and winnings credited as usual, while unplaced bets will not be submitted; upon reconnecting, you can rejoin the game and continue playing from the next available round.

12.14.3 To recover your progress after a disconnection, log back into your account and navigate to the game, where our system will restore your session from the last recorded state. For a smoother experience, reconnect promptly, especially in live games. If issues persist, troubleshoot by clearing your browser's cache, using Incognito mode, restarting your network or device, updating software, or disabling extensions that might interfere.

13. Account Termination:

A player can request the permanent or temporary closure of his or her account by contacting the Customer Support by email.

When you request closure of your account we will return any outstanding balance in your account to you, using the same method of payment which was used to fund your account, or such other accepted updated payment methods with which you have provided to us subsequently, except where we are withholding such funds resulting from Cheating, Irregular Play, Collusion, Fraud and Criminal Activity, or breach of the terms of these General Terms and Conditions.

We reserve the right, in its sole discretion, to permanently disable your account at any time and for any reason. Any balance in your account at the time of such account termination will be credited to your credit/debit card and/or sent to you by wire or money transfer except where we are withholding such funds resulting from Cheating, Irregular Play, Collusion, Fraud and Criminal Activity, or breach of the terms of these General Terms and Conditions. However, we reserve the right, in our sole discretion, to void any winnings and confiscate any balance under any of the following circumstances:

a. if you have more than one active account on Our Website.

b. If the name on your player account does not match the name on the payment or withdrawal method used (including credit card(s), e-wallets, Money Transfers, etc.) used to fund or withdraw from your account.

c. If you provide incorrect or misleading registration or Player Profile information.

d. If you are not of legal age in the province/state/country and/or jurisdiction where you reside.

e. If you have allowed or permitted (intentionally or unintentionally) someone else to access or play using your account.

f. If you have not played on an individual basis for personal entertainment only (that is, you have played in a professional sense, with the intent on exploiting our bonuses or in concert with other Player(s) as part of a club, group, etc.).

g. If you have "charged back" any of the deposits made with your credit card or any available payment method associated to your account or have threatened to charge back.

h. In the event where the Casino considers a Player to be a professional, using betting systems and patterns, such as, but not limited to, usage of abusive betting strategies, progressive bets, or have employed betting techniques with the aim of circumventing the standard house edge in the games on the Services; the Casino reserves the right to block the account from using our promotions. Furthermore, the Casino reserves the right to void any balance and winnings.

i. Low risk Roulette bets. ANY outside bet spread combination on Roulette games covering 24 or more (64%) of the 37 unique number spots on the table. E.g. betting on Red and Black - covers 36 of the 37 possible outcomes.

j. If it is determined that you have employed or made use of a system (including machines, computers, software or other automated systems 'bots') designed specifically to defeat Our Website or that you have made irregular betting or wagering patterns, or suspicious or irregular betting strategies.

k. If you use the Website or your account in bad faith.

l. If you are found colluding, cheating, conducting criminal activity such as money laundering or undertaking fraudulent activity.

m. If we become aware that you have played at any other on-line casino under any of the foregoing circumstances set out above.

The Terms & Conditions were last updated on 25/11/2024.