

Please read these Terms and Conditions before you start playing at Cheri Casino as they contain the explanation of your rights and obligations as a Cheri Casino player. These Terms and Conditions together with other additional rules, including but not limited to Personal Data Usage and Protection Policy bits that are placed on Cheri Casino website and/or software constitute a legally binding agreement between Cheri Casino online casino and you as the user.

Last updated October, 20th 2020.

1. Introduction

1.1. By using the site and/or any services provided by chericasino.com("Cheri Casino ", "We") , you ("The User") agree to be bound by the following terms and condition and privacy policy laid out on this website. If at any point you disagree with these terms, we strongly advise that you do not open an account.

1.2. Cheri Casino is operated under the license of Fitzgerald Industries Group N.V. (Curaçao eGaming License (#1668/JAZ) issued on the 1st of March 2017). The payments services to cardholders are provided by Ftgerald Solutions Ltd, Cyprus company with registered address at: Gladstonos & Evangelistrias, 1, Agathangelou Business Center, 1st floor, Flat/Office 5, 3032, Limassol, Cyprus. Ftgerald Solutions Ltd company regulated by the laws of Cyprus. Payments services provided by Ftgerald Solutions Ltd to cardholders regulated by the laws of Cyprus.

1.3. Cheri Casino reserves the right to change the T&C at any time with immediate effect.

1.4. The games supplied, leased, developed, transferred for management and operations to Cheri Casino by third party providers may come with terms and conditions of their own. If there is a conflict between their terms and conditions and these Terms and Conditions, such terms and conditions shall prevail.

1.5. Cheri Casino provides support to its visitors from 10am to 22pm 7 days a week. For any support, visitors can send an email to support@chericasino.com, use the contact form available at chericasino.com website, chat or phone +35795182716. The casino takes full responsibility for any acts of its employees, or any agent, branch or entity to which it may outsource business activities.

2. Registration

2.1. To register on Cheri Casino, the User is required to fill in a form with the following information: first name, last name, date of birth, address, email, telephone number, gender, password.

2.2. By registering on Cheri Casino, the User hereby declares and warrants that: He is 18 years old or more. He is not a permanent resident or citizen of Curacao. He is solely and entirely responsible for compliance with laws governing the jurisdiction where he lives. Internet Gambling may be illegal in the jurisdiction in which he is located; if so, he is not authorized to use his payment card to complete his transaction. All the personal information recorded on his account is accurate and truthful. He takes part in bets in his own name and not for commercial use or on behalf of third parties. He understands in full the methods, rules, and procedures for taking part in bets as they appear in the Rules and Regulations of bets. He is aware that he can lose money by making a bet. The money deposited is not derived from any activity which is illegal. He agrees to indemnify and hold harmless Cheri Casino, Fitzgerald Industries Group N.V. and its officers, directors, employees, agents, licensors, suppliers and any third party content and service providers to the site from and against all losses, expenses, damages and costs resulting from his violation of the terms & conditions. The User is prohibited from using devices such as robots, any other external player assistance (EPAs) program, or techniques that distort normal game play and give the player an unfair advantage. The use of a Martingale system is prohibited.

2.3. The User should not communicate or give access to his password to anyone. It is the sole and exclusive

responsibility of the User to ensure that the login details are protected and kept securely.

2.4. As mentioned in our Privacy Policy, no data will be communicated and/or sold to any 3rd party except required by the Law in the case of money-laundering, fraud or other criminal activities.

2.5. In case Internet Gambling is illegal in the jurisdiction in which you are located, you are not allowed to use the Cheri Casino services. By accepting these Terms and Conditions, you confirm that you know and fully understand the Laws concerning online gambling in your country of domicile. You are not allowed to join our casino or play the games if you are from the following countries: United States, Curacao, Great Britain, Italy, Israel, Turkey, Iraq, Iran. Some jurisdiction have their own regulations for instance (France, Spain, etc.). It is the User's sole responsibility to check if their country of residence allows gambling.

2.6. NetEnt content shall not be served in the following territories:

2.6.1. Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe.

2.6.2. Regulated Territories: Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, The United Kingdom, The United States of America.

2.6.3. NetEnt Branded games territories: Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix, Motörhead and Conan cannot be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, United States of America. Planet of the Apes Video Slot must not be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Bahamas, Botswana, Cambodia, China, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, India, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Qatar, Russia, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, Ukraine, United Kingdom, United States of America. Vikings Video Slot must not be offered in the additional jurisdictions: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda. Narcos Video Slot must not be offered in the following territories: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, Canada, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda. Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man), can only be played in the following territories: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

2.7. One account is allowed per User. If the User opened different account under his name, Cheri Casino

reserves the right to close the accounts and ban the User.

2.8. Accounts are not transferable. The User should not let any third party play on his account.

2.9. In case the User updates his account information, he is required to send us the updated verification document so we can verify his account.

2.10. We recommend that The User prints out (or save) all relevant rules, policies and transaction records.

3. Account Verification and Anti-Money Laundering Policy

3.1. By agreeing to the Terms and conditions, the User authorizes Cheri Casino to undertake verification checks as we may require ourselves or may be required by third parties (including regulatory bodies) to confirm the age, identity and contact details to prevent money laundering.

3.2. If the player deposits and/or requests a withdrawal, we require the following documentation: A copy of all credit cards used (front and back, hiding the 8 digits in the middle and the security code). A copy of ID card or passport with photo.* A copy of a recent utility bill matching the recorded address on the User's account. Other documents could be requested; this list is not exhaustive.

3.3. Cheri Casino retains the right to examine and confirm our Players' identity at any time.

3.4. Any attempt to elude the security checks will result in the closure of the account.

4. Deposits

4.1. On Cheri Casino, you can deposit by:

- - Credit Card (Visa/Mastercard) or E-card under your name

5. Withdrawals

5.1. ONLY the account holder can receive his winnings. Winnings are paid either to a bank account linked to the credit card used (in the name of the player account holder) or by transfer to the account with Neteller deposits allowed.

5.2. Winnings are validated within 48 working hours and after receipt of the documents and validation by our finance service, the payment is sent to your bank or Neteller account.

5.3. Winnings up to € 2,500 will be paid immediately. Then the user will receive a maximum of €2,500 per week until he has received all his winnings. The minimum withdrawal amount is € 100 with €5 fees. Any real money deposit is subject to wagering before it can be withdrawn. This is a security regulation that aims to prevent international money laundering. Therefore, in the case of withdrawal requests pertaining to funds not used for wagering, we will refused the withdrawal.

6. Bonus

6.1. Free Spins: There is no wagering condition on Free Spins. Free Spins winnings are credited to your "bonus" balance. You can then play and winnings generated are yours up to a maximum of €400. The remaining balance will be lost and removed from your account.

6.2. The bonus with or without a deposit are subject to wagering requirements. The availability of certain deposit bonus can be limited in time, and disappear from your Lobby

- - Deposit bonus: 20x (Deposit amount + Bonus amount)
- - Free bonus: 35x Bonus amount
- - Welcome bonus: 35x (Deposit amount + Bonus amount)

For example, if you receive €20 free bonus, you must wager $20 \times 35 = €700$ before you can withdraw your winnings. If you win with your own deposited money, no bonus, there's no limit to your withdrawal. Cheri Casino Management reserves the right to remove a player's access to bonus. The welcome bonus can be awarded only once and will be removed in cases of suspected fraud with an existing account.

Games	Percentage of your bet that counts towards Wagering Requirements
Slots, Keno	100%
Blackjack, Roulette, Lucky Darts, Poker , Video Poker, All other games	0%

6.3. It is not possible to play with bonus money in some games:

Software	Game
Play'nGO	Gemix
Play'nGO	Tower Quest
Play'nGO	Eye of the Kraken
Play'nGO	Rage to Riches
Play'nGO	Pearls of India
Nextgen	Jackpot Jester 50.000
Nextgen	Jackpot Jester Wild Nudge
Leander	Little Red
Betsoft	Sugar pop

7. 7. Inactive accounts

7.1. In case an account is inactive for 6 months or longer after the latest account login, it will be considered inactive.

7.2. We may apply a monthly administration fee of 5.00 Euros for inactive accounts until such accounts are once again active or are no longer in credit. We will contact the account owners before the administration fee is applied.

8. 8. Termination

8.1. The User can close his account at any time by contacting the customer support. The closure of an account may take up to one business day.

8.2. In case of any suspicious activity that might indicate fraud, money laundering, collusion or cheating Cheri Casino might freeze the account of the User while the period of the investigation. This might result in the definitive closure of the account.

8.3. Cheri Casino reserve the right to inform relevant authorities, other online gaming or gambling operators, 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 agree to cooperate fully with us to investigate any such activity.

8.4. Cheri Casino may, at its own discretion and without having to provide any justification, refuse to open an account or close an existing account. All contractual obligations previously made to the User will be honoured.

8.5. The Refund Policy of the Company is to not affect any refunds. However, it remains at management's discretion to determine whether a refund request for a deposit made should be entertained. Refunds will only be effected through the same deposit method once the origination of funds and account are verified. A refund can take place seven days after the deposit was made.

8.6. In case a player closes his/her account, his/her participation to any current or future marketing offer, as well as any pending or granted bonus, would be cancelled.

9. Customer Care

9.1. The customer support is available everyday from 10:00 to 22:00 CET on live chat, or by email.

9.2. Spamming, insulting or harassing the customer support agents is prohibited. This may result in the closure of the User's account.

9.3. If you want to submit a complaint about any issues related to Cheri Casino, please contact support@chericasino.com. We will take all efforts to resolve the issue in shortest terms possible.

10. Copyright/Trademark

10.1. Cheri Casino holds directly or under licence from third party rights owners the copyright of all the text, images and videos provided on this website. The User must respect those copyright and / or trademarks.

11. Limitation of liability

11.1. The website and the games are provided with no implied or express warranty. Players enter the website and participate in the games at their own risk.

11.2. Without prejudice to the generality of the preceding provision, the online casino, our partners, employees, directors and service providers do not warrant that the games, software and the websites are: a) are accessible without interruptions; b) are free from errors; c) fit their purpose.

11.3. The online casino, our partners, employees, directors and service providers shall have no liability for any possible direct or indirect, incidental, special, consequential or otherwise costs, loss, damages or expenses arising in relation to your participation in the games or using the website.

11.4. Hereby you agree to hold us, our partners, employees, directors and service providers harmless and to fully indemnify us for any loss, costs, damages, expenses, claims and liabilities that may arise in relation to you participating in the games or using the website.

11.5. Regardless of the cause of action, our liability arising in connection with you using the website shall not exceed one hundred euro.

11.6. You take full responsibility for using the website or participating in the games, in case such activity is

lawfully prohibited in your country of residence.

11.7. We shall not be responsible for possible omissions or actions made by your ISPs (Internet Service Providers). The possible disputes between the ISPs and you will not involve us.

12. GDPR compliance

12.1. Detailed review on what personal information we collect, how we use and protect it, can be found in the dedicated Personal Data Usage & Protection Policy section on Cheri Casino website.

12.2. Cheri Casino uses the personal information the customers provide when creating a casino account to serve such account and improve our services. We also may use your email address to send you confirmation emails, updates about the casino services, special offers, etc. You can unsubscribe from such updates any time. Additionally, we exchange some information during routine financial transactions with banks for processing and/or credit card verification services. These organizations will not use your personal information for other purposes unless required by law.

12.3. We take the necessary steps to ensure that this data is secure, safe and is treated according to the applicable data protection regulations. However, the EU citizens are hereby warned that the collected data may be transferred and stored outside the EEA (European Economic Area). The staff operating outside the EEA may process it, which includes, among other things, fulfillment of your orders and providing you support services.

12.4. According to the GDPR requirements, players have the right to request a removal of their personal information or to amend it by contacting us at support@chericasino.com email. Upon a player's written request, we will delete his/her personal information in reasonable terms unless we are legally required to store it for certain period of time under our legal obligations.

12.5. At Cheri Casino website we have the dedicated section Personal Data Usage and Protection Policy, where we provide detailed review on what information is personal, what personal information we collect, how we use the collected information and the steps we take to guarantee its protection. In order to confirm how Wirecard complies with GDPR requirements, you can visit <https://www.wirecardbank.com/GDPR>

13. Interpretation

13.1. The original text of the Terms is in English and any interpretation of them will be based on the original English text. If the Terms and Conditions or any documents or notices related to them are translated into any other language, the original English version will prevail.

14. Applicable Law

14.1. This Agreement, its interpretation, implementation, and the relations that bind the parties are governed by the laws of Curacao.

14.2. Any litigation or claim arising directly or indirectly from this contract will be submitted to the competent court of Curacao which has exclusive jurisdiction.