



## Terms and Conditions

These Terms and Conditions are effective from January 01, 2021. All previous terms and conditions are cancelled.

### A. INTRODUCTION

1. By using and/or visiting any section (including sub-domains) of the MDClick.club website or any other websites or applications that we own (the "Website") and/or registering on the Website, you agree to be bound by (i) these Terms and Conditions; (ii) our Privacy Policy; (iii) our Cookies Policy and (iv) the Rules applicable to our gaming products as further referenced at paragraph 2 below (together the "Terms"), and are deemed to have accepted and understood all the Terms.

Please read the Terms carefully and if you do not accept the Terms, do not use the Website. The Terms shall also apply to all gaming via mobile devices including downloadable applications to a mobile device.

2. Where you play using the Website, you accept and agree to be bound by, the Rules which apply to the applicable products available on the Website from time to time.

3. Where reference is made to "MDClick", "we", "our" or "us" in relation to:

Gaming products - refers to MDClick S.A.

4. We may need to change the Terms from time to time for a number of reasons (including to comply with applicable laws and regulations, and regulatory requirements). Any minor or insubstantial changes may be made at any time and you are advised to review the Terms on a regular basis. The most up to date Terms will be available on the Website. All major changes will be notified to you in advance of such changes taking effect. If any change is unacceptable to you, you should cease using the Website and/or close your account. If, however, you continue to use the Website after the date on which the changes to the Terms come into effect, you will be deemed to have accepted those changes.

5. Reference to "you", "your" or the "customer" is reference to any person using the Website or the services of MDClick and/or any registered customer of MDClick.

6. As you are aware, the right to access and/or use the Website (including any or all of the products offered via the Website) may be illegal in certain countries. You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you warrant to us that Lottery gaming is not illegal in the territory where you reside.

7. MDClick is committed to providing excellent customer service. As part of that commitment, MDClick is committed to supporting responsible playing. Although MDClick will use its reasonable endeavors to enforce its responsible playing policies, MDClick does not accept any responsibility or liability if you nevertheless continue playing and/or seek to use the Website with the intention of deliberately avoiding the relevant measures in place and/or MDClick is unable to enforce its measures/policies for reasons outside of MDClick's reasonable control.





## **B. YOUR MDCLICK ACCOUNT**

### **1. Application**

1.1 All applicants must be over 18 years of age and of legal capacity to play or register with MDClick. MDClick reserves the right to ask for proof of age from any customer and suspend their account until satisfactory documentation is provided. MDClick takes its responsibilities in respect of underage and responsible playing very seriously.

1.2 All information supplied when registering with the site **MUST** be accurate and complete in all respects. Where this is not the case, we reserve the right to suspend the account and treat the account as being invalid (and any winnings arising from such account as void). Where an account is suspended, the relevant customer should Contact Us.

1.3 MDClick may confirm a customer's address by posting an address verification letter to the customer. Enclosures may include a rule book or leaflet card. All correspondence will be discreet and the envelope will not display any reference to MDClick. When such correspondence is initiated, all offers and withdrawal requests may remain pending until the address has been confirmed as correct.

1.4 By accepting the Terms and/or registering to use the Website you hereby agree that we shall be entitled to conduct any and all such identification, credit and other verification checks from time to time that we may require and/or are required by applicable laws and regulations and/or by the relevant regulatory authorities for use of the Website and our products generally. You agree to provide all such information as we require in connection with such verification checks. We shall be entitled to suspend or restrict your account in any manner that we may deem in our absolute discretion to be appropriate, until such time as the relevant checks are completed to our satisfaction.

1.5 As part of the registration process, we may supply your information details to authorized credit reference agencies to confirm your identity. You agree that we may process such information in connection with your registration.

1.6 Customers may open only one account. Should we identify any customer with more than one account we reserve the right to treat any such accounts as one joint account.

1.7 Customers must keep their registration and account details up to date. This, and your account information, may be amended in the Personal section of the Website.

### **2. Account Details**

2.1 MDClick allows all its customers to choose their own Password for their account and also a 8 digit Passcode for accessing MDClick apps on their mobile devices. We also enforce Two Factor Authentication using a third party tool such as Google/Microsoft Authenticator. Customers must keep this information secret and confidential as you are responsible for all transactions placed on your account and any other activities taking place on your account.

2.2 Any transaction will stand if your Username and Password have been entered correctly or if your account has been accessed via Touch ID, Fingerprint log in, Face ID, Passcode or the 'Keep me logged in' facility (whether or not authorized by you), subject to there being sufficient funds in the account.





2.3 If, at any time, you feel a third party is aware of your Username, Password and/or Passcode you should change it immediately via the Website.

2.4 If you activate Touch ID, Fingerprint log in, Face ID, Passcode and/or the 'Keep me logged in' facility and feel that a third party could be accessing your account via any of these methods then you should immediately disable Touch ID, Fingerprint log in, Face ID, Passcode and/or the 'Keep me logged in' facility from all of your devices. You are responsible for the security of your device(s) and for all transactions placed on your account and any other activities taking place on your account.

2.5 Please note that we don't do transactions with Debit or Credit cards. We will never request this information.

2.6 The current token balance and transaction history of your account may be viewed at any time once you have logged into your account on the Website.

### 3. Personal Details

3.1 We will comply with applicable data protection laws in respect of the personal information you supply to us. Your personal information is processed in accordance with our Privacy Policy.

### 4. Suspension and Closure

4.1 If you want to close your account, please Contact Us. Any negative balance on your account will fall immediately due and payable to MDClick, and your account will not be closed until the relevant amount owed to MDClick is paid in full.

4.2 MDClick reserves the right to close or suspend your account at any time and for any reason. Without limiting the preceding sentence, MDClick shall be entitled to close or suspend your account if:

(a) you become bankrupt;

(b) MDClick considers that you have used the Website in a fraudulent manner or for illegal and/or unlawful or improper purposes;

(c) MDClick considers that you have used the Website in an unfair manner, have deliberately cheated or taken unfair advantage of MDClick or any of its customers or if your account is being used for the benefit of a third party;

(d) MDClick is requested to do so by the police, any regulatory authority or court;

(e) MDClick considers that any of the events referred to in (a) to (c) above may have occurred or are likely to occur; or

(f) your account is deemed to be dormant and its balance is, or reaches zero in accordance with paragraph B.5.1 below.

4.3 If MDClick closes or suspends your account for any of the reasons referred to in (a) to (e) above, you shall be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by MDClick (together "Claims") arising therefrom and shall indemnify and hold MDClick harmless on demand for such Claims. In the circumstances referred to in (a) to (e) above, MDClick shall also be entitled to withhold and/or retain any and all amounts which would otherwise have been paid or payable to you (including any winnings).





## 5. Dormant Accounts

5.1 MDClick will apply an Administration Fee to all accounts that have been 'inactive' for a consecutive period of at least 365 days in accordance with the following procedure. An account is deemed to be 'inactive' during any period in which none of the following actions take place in relation to it: (i) a successful buy of tokens; or (ii) Playing the game by using a token.

(a) If your account remains 'inactive' for a continuous period of 365 days then your account shall be deemed to be 'dormant' and, if the balance on your account is zero, your account will be closed and no fee shall apply.

(b) If, on being deemed to be dormant, your account has a positive balance, MDClick shall take reasonable steps to notify you using the details you provided during your registration process (or as updated by you).

(c) If your account remains dormant, after a minimum period of 28 days following MDClick's first attempt to notify you that your account has become dormant, MDClick shall deduct a monthly Administration Fee from your account balance of USD \$2, or 5% of your account balance at the time that it is deemed to be dormant (whichever is greater).

(d) The Administration Fee calculated in accordance with (c) above shall be deducted from your account balance on the expiry of the 28 day notification period mentioned above and every 28 days thereafter at the same rate until the earlier of: (i) your account balance reaching zero when no further Administration Fee shall be deducted and your account will be closed; or (ii) you 'reactivating' your account when no further Administration Fee shall be deducted.

5.2 You can 'reactivate' your account by: (i) a successful buy of tokens; or (ii) Playing the game by using a token.

## C. YOUR FINANCES

### 1. Buying Tokens to Play

1.1 You may only play with the amount of tokens held in your account. Accordingly, if you want to place play and you don't have enough tokens, you must buy tokens into your account.

1.2 By buying tokens into your account, you direct us and we agree to hold them, along with any winnings, for the sole and specific purpose of using them (i) to play in the MDClick Game; and (ii) settling any fees or charges that you might incur in connection with the use of our services (Purpose). We shall be entitled to suspend or close your account if we reasonably consider or have reason to believe that you are buying tokens without any intention to use them in the MDClick game. In such circumstances we may also report this to relevant authorities.

1.3 No credit will be offered by any employee of MDClick, and all transactions must be supported by sufficient tokens in the customer account. MDClick reserves the right to void any transaction which may have inadvertently been accepted when the account did not have sufficient tokens to cover the transaction. Should tokens be credited to a customer's account in error it is the customer's responsibility to inform MDClick without delay. MDClick will recover such tokens by account adjustment.





1.4 In addition, MDClick shall be entitled to withhold and/or retain any and all amounts earned or received by you as a result of or in connection with your 'unauthorized' use of the Website including activities which are not for an authorized purpose.

1.5 MDClick does not charge for transactions made by Debit/Credit Card, as we only do transactions with Cryptocurrency.

## **2. Other**

2.1 If we incur any type of charge-backs, reversals or other charges in respect of your account, we reserve the right to charge you for the relevant amounts incurred.

2.2 We may, at any time, set off any positive balance on your account against any amounts owed by you to MDClick or any company within the MDClick group.

2.3 You are responsible for reporting your winnings and losses to the tax and/or other authorities in your jurisdiction.

2.4 Internet games may be illegal in the jurisdiction in which you are located. If so, you are not authorized to use your payment card to complete the transaction. However, any transaction accepted from such jurisdictions will stand - win or lose.

## **D. PLAYING GAME PROCEDURES**

### **1. Placing Transaction/Token**

1.1 MDClick reserves the right to decline all, or part, of any transaction requested at its sole and absolute discretion. All transactions are placed at your own risk and discretion.

1.2 We only accept transaction made online (including via mobile device or downloadable applications on a mobile device). Transactions are not accepted in any other form (post, email, fax, etc.) and where received will be invalid and void - win or lose.

1.3 It is the responsibility of the customer to ensure details of their transaction are correct. Once transaction have been placed, they may not be cancelled by the customer. MDClick reserves the right to cancel any transaction at any time.

### **2. Transaction Confirmation**

2.1 Transaction will not be valid if there are insufficient tokens in your account.

2.3 A transaction that you request will only be valid once accepted by MDClick's servers. Each valid transaction will receive a unique transaction code. We shall not be liable for the settlement of any transaction which are not issued with a unique transaction code.

2.4 Notwithstanding the above, if transactions are placed via cryptocurrency account they are not valid until we have received payment in full. The transaction will be automatically void if we have not received the payment.

2.5 Should a dispute arise, you and MDClick agree that the MDClick transaction log database will be the ultimate authority in such matters.





### 3. Offers

3.1 All customer offers are limited to one per person, family, household address, email address, telephone number, same payment account number (e.g. crypto wallet), mobile device (e.g. mobile or tablet), application download or shared computer (e.g. public library or workplace).

3.2 MDClick reserves the right to withdraw the availability of any offer, or all offers to any customer or group of customers at any time and at MDClick's sole and absolute discretion. Offers only apply to customers who have made an actual/real money deposit with MDClick.

3.3 MDClick reserves the right to amend the terms of or cancel any customer offer or promotion at any time.

### 4. Settlement and Payouts

4.1 Winnings from playing are added to the balance of your token account. Any tokens credited to an account in error are not available for use, and MDClick reserves the right to void any transactions involving such tokens and/or withdraw the relevant amount from your account and/or reverse the transaction, either at the time or retrospectively.

4.2 MDClick reserves the right to withhold payment and to declare winnings on a game void if we have evidence that the following has occurred: (i) the integrity of the game has been called into question.

4.3 All winnings from the game will be deposited into your account as Tokens. We will alert you about the winnings and let you know how to proceed for withdrawals of funds to your crypto wallet.

4.4 Withdrawal payments can only be made in the name of and to the registered account holder.

4.5 As the winning amount is very large this will require additional arrangements. We will contact you in the case you are a winner to setup the Cryptocurrency transfer.

4.6 All costs incurred to make the transfer to our customer will be fully responsibility of the customer.

4.6 All payouts will be made to the customers cryptocurrency wallet in one of the following crypto-coins: BUSD or USDT

## E. USE OF THE WEBSITE

### 1. Information and Content

1.1 Information accessed by you on the Website is for your personal use only and the distribution or commercial exploitation of such information is strictly prohibited. No warranty is given as to the uninterrupted provision of such information, its accuracy or as to the results obtained through its use. The information is not intended to amount to advice or recommendations and is provided for information purposes only.

### 2. Your Equipment

2.1 Your computer equipment or mobile device and internet connection may affect the performance and/or operation of the Website. MDClick does not guarantee that the Website will operate without faults or errors or that the MDClick services will be provided without interruption. MDClick does not accept any





liability for any failures or issues that arise due to your equipment, internet connection or internet or telecommunication service provider.

2.2 For customers using MDClick On The Move (including downloadable applications), please note that MDClick will not be responsible for any damage to, or loss of data from the mobile device that the software is installed on (unless such damage or loss is solely and directly attributable to the downloaded software) and will also not be responsible for any call, data or other charges incurred whilst using the software.

### 3. Fair Use

3.1 The Website and MDClick products may only be used for the purposes of our gaming products.

3.2 You must not use the Website for the benefit of a third party or for any purpose which (in MDClick's opinion) is illegal, defamatory, abusive or obscene, or which MDClick considers discriminatory, fraudulent, dishonest or inappropriate.

3.3 MDClick will seek criminal and contractual sanctions against any customer involved in fraudulent, dishonest or criminal acts via or in connection with the Website or MDClick's products. MDClick will withhold payment to any customer where any of these are suspected or where the payment is suspected to be for the benefit of a third party. The customer shall indemnify and shall be liable to pay to MDClick, on demand, all Claims (as defined in paragraph B.4.3 above) arising directly or indirectly from the customer's fraudulent, dishonest or criminal act.

### 4. Software and Technology Issues

4.1 In order for you to use certain products offered on the Website you may need to download some software. Also, certain third party product providers may require you to agree to additional terms and conditions governing the use of their products. If you do not accept those third party terms and conditions, do not use the relevant third party software. MDClick does not accept any liability in respect of any third party software.

4.2 You are only permitted to use any and all software made available to you via the Website for the purpose of using products on the Website and, save to the extent permitted by applicable law, for no other purposes whatsoever.

4.3 We hereby grant to you a personal, non-exclusive, non-transferable right to use the relevant software, for the sole purpose of using/playing products on the Website, in accordance with the following provisions.

(a) You are not permitted to: (i) install or load the software onto a server or other networked device or take other steps to make the software available via any form of "bulletin board", online service or remote dial-in or network to any other person; (ii) sub-license, assign, rent, lease, loan, transfer or copy (except as expressly provided elsewhere in these terms and conditions) your license to use the software or make or distribute copies of the software; (iii) enter, access or attempt to enter or access or otherwise bypass MDClick's security system or interfere in any way (including but not limited to, robots and similar devices) with the relevant products or the Website or attempt to make any changes to the software and/or any features or components thereof; or (iv) copy or translate any user documentation provided 'online' or in electronic format. In addition, and except to the minimum extent permitted by applicable law in relation to computer programs (including, the purposes expressly permitted by Section 296A(1) or Section 50(B)2 of the Copyright Designs and Patents Act 1988), you are not permitted to: (a) translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise





modify the software; or (b) reverse engineer, decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the software or to create derivative works based on the whole or on any part of the software.

(b) You do not own the software. The software is owned and is the exclusive property of MDClick or a third party software provider company (the "Software Provider"). Any software and accompanying documentation which have been licensed to MDClick are proprietary products of the Software Provider and protected throughout the world by copyright law. Your use of the software does not give you ownership of any intellectual property rights in the software.

(c) The software is provided "as is" without any warranties, conditions, undertakings or representations. MDClick does not warrant that: (i) the software will meet your requirements; (ii) the software will not infringe any third party's intellectual property rights; (iii) the operation of the software will be error free or uninterrupted; (iv) any defects in the software will be corrected; or (v) the software or the servers are virus-free.

(d) In the event of communications or system errors occurring in connection with the settlement of accounts or other features or components of the software, neither MDClick nor the Software Provider will have any liability to you or to any third party in respect of such errors. MDClick reserves the right in the event of such errors to remove all relevant products from the Website and take any other action to correct such errors.

(e) You hereby acknowledge that how you use the software is outside of MDClick's control and at your own risk.

(f) The software may include confidential information which is secret and valuable to the Software Provider and/or MDClick. You are not entitled to use or disclose that confidential information other than strictly in accordance with these Terms and Conditions.

4.4 While MDClick endeavors to ensure that the Website is available 24 hours a day, MDClick shall not be liable if for any reason the Website is unavailable at any time or for any period. We reserve the right to make changes or corrections to or to alter, suspend or discontinue any aspect of the Website and the content or services or products available through it, including your access to it.

4.5 You must not misuse the Website by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, you must not access without authority, interfere with, damage or disrupt the Website or any part of it; any equipment or network on which the Website is stored; any software used in connection with the provision of the Website; or any equipment, software or website owned or used by a third party. You must not attack our Website via a denial-of-service attack. Save where we have not taken reasonable steps, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website, software or to your downloading of any material posted on it, or on any website linked to it.

## 5. Other

5.1 MDClick actively monitors traffic to and from the Website. MDClick reserves the right in its sole discretion to block access where evidence indicative of automated or robotic activity is found.

5.2 MDClick reserves the right to restrict access to all or certain parts of the Website in respect of certain jurisdictions.







5.3 MDClick may alter or amend the products offered via the Website at any time and for any reason.

5.4 From time to time, all or part of the Website may be unavailable for use by you because of our maintenance of the Website and/or alteration or amendment of any of the Website products.

## F. OUR LIABILITY

1. MDClick does not accept any liability for any damages, liabilities or losses which are deemed or alleged to have arisen out of or in connection with the Website or its content (including delays or interruptions in operation or transmission, communication or lines failure, any person's misuse of the Website or its content or any errors or omissions in content).

2. While MDClick endeavors to ensure that the information on the Website is correct, MDClick does not warrant the accuracy or completeness of the information and material on the Website. The Website may contain typographical errors or other inaccuracies, or information that is out of date. MDClick is under no obligation to update such material. The information and material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, MDClick provides you with the Website on the basis that MDClick excludes all representations, express or implied warranties, conditions and other terms which but for these terms and conditions might have effect in relation to the Website.

3. MDClick's total aggregate liability to you under or in connection with these Terms and Conditions does not exceed:

(a) the value of the transaction you placed via your account in respect of the relevant product that gave rise to the relevant liability; and

(b) the amount of applicable tokens, where such tokens have been misplaced by us.

(c) USD \$5,000 in respect of any other liability.

4. Except as otherwise set out in these terms, MDClick shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for any of the following (whether incurred directly or indirectly):

(a) loss of profits;

(b) loss of business;

(c) loss of revenue;

(d) loss of opportunity;

(e) loss of data;

(f) loss of goodwill or reputation; or

(g) any special, indirect or consequential losses,

whether or not such losses were within the contemplation of the parties at the date of these terms and conditions.





5. Nothing in this Section F shall limit MDClick's liability to pay the customer winnings or other sums properly owing to it, subject always to terms and conditions set out herein and the maximum winnings on products in Appendix Two to these Terms and Conditions.

6. Nothing in these Terms and Conditions shall exclude or limit MDClick's liability for:

- (i) death or personal injury caused by MDClick's negligence;
- (ii) fraud or fraudulent misrepresentation; or
- (iii) any liability which cannot be excluded or limited under applicable law.

## **G. OUR INTELLECTUAL PROPERTY RIGHTS**

1. The contents of the Website are protected by international copyright laws and other intellectual property rights. The owner of these rights is MDClick, its affiliates or other third party licensors.

2. All product and company names and logos mentioned on the Website are the trade marks, service marks or trading names of their respective owners, including MDClick.

3. Except to the extent required to use a product for the purpose of playing our game, no part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including text, graphics, video, messages, code and/or software without our express prior written consent.

4. If you make use of a feature that allows you to upload material, information, comments, postings or other content to the Website ("User Content"), then the User Content will be considered to be non-confidential and non-proprietary and MDClick has the right to use, copy, distribute and disclose to third parties any User Content for any purpose. MDClick also has the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights or of their right to privacy. MDClick has the right to remove, amend or edit any User Content you make on the Website.

5. Any commercial use or exploitation of the Website or its content is strictly prohibited.

## **H. OTHER PROVISIONS**

1. These Terms and Conditions, the Privacy Policy, the Cookies Policy, the Rules and any document expressly referred to in them and any guidelines or rules posted on the Website constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to their subject matter. You acknowledge and agree that in entering into and agreeing to these Terms and Conditions, the Privacy Policy, the Cookies Policy, the Rules and any document expressly referred to in them and any guidelines or rules posted on the Website you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out therein. Nothing in this clause shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

2. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms and Conditions or





by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

3. The rights and remedies provided by these Terms and Conditions are cumulative and (unless otherwise provided in these Terms and Conditions) do not exclude any other rights or remedies available in law.

4. If any provision of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.

5. You shall execute or cause to be executed all documents and do or cause to be done all further acts and things consistent with the terms of these Terms and Conditions that MDClick may from time to time reasonably require in order to vest in and secure to MDClick the full benefit of rights and benefits to be transferred or granted to MDClick under these Terms and Conditions and for the protection and enforcement of the same and otherwise to give full effect to the terms of these Terms and Conditions.

6. Nothing in these Terms and Conditions shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and no party shall have authority to bind any other in any way unless expressly provided otherwise in these Terms and Conditions.

7. MDClick shall not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control including (without limitation) any telecommunications network failures, power failures, failures in third party computer hardware or software, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

8. MDClick may assign, transfer, charge, sub-license or deal in any other manner with these Terms and Conditions, or sub-contract any of its rights and obligations under these Terms and Conditions, to any party including any company within the MDClick group.

9. Any notice to be given under these Terms and Conditions must be in writing, in English and may be served by hand delivery, first class post, recorded delivery or registered post or airmail, email or fax to: (a) in the case of MDClick, the address of the relevant MDClick company as set out at the beginning of these Terms and Conditions or as displayed on the Website; and (b) in respect of notices given by MDClick to you, pursuant to the customer registration procedure (including any amendment to those details you have notified to MDClick). Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; (b) if sent by first class post, recorded delivery or registered post, at 09.30 (Central Time) on the second clear day after the date of posting; (c) if sent by pre-paid registered airmail, at 09.30 (Central Time) on the fifth clear day after the date of posting; (d) if sent by email, at the time of sending; and (e) if sent by fax, at the time of transmission by the sender.

10. The Appendices, the Privacy Policy, the Cookies Policy, the Rules and any document expressly referred to in them and any guidelines or rules posted on the Website form an integral part of these Terms and Conditions and shall have effect as if set out in full in the body of these Terms and Conditions. In the event of any inconsistency between the main body of these Terms and Conditions and the Appendices, the Privacy Policy, the Cookies Policy, the Rules and/or any document expressly





referred to in them and any guidelines or rules posted on the Website, unless stated otherwise, the main body shall prevail.

## **I. COMPLAINTS, DISPUTES, GOVERNING LAW AND JURISDICTION**

1. Should there be any claim or dispute arising from a past or current transaction, please Contact Us. If MDClick is unable to settle the dispute, either party is entitled to refer the dispute to an arbiter, whose decision will be final subject to full representation given to all parties involved.
2. Subject to paragraph B.3.1 above, these Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the laws of Panama.
- 3 By accepting these Terms and Conditions and making use (whether authorized or not) of the facilities offered by MDClick (whether through the Website or otherwise), you irrevocably agree that the courts of Panama shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms and Conditions. Notwithstanding the foregoing, MDClick shall be entitled to bring a claim against a customer in the court of the customer's country of domicile.

### **Appendix One**

#### **CURRENCY OPTIONS AVAILABLE AT MDCLICK**

Restrictions may apply depending upon your country of residence and/or chosen payment method.

Crypto Bitcoin - Binance  
United States Dollars (USD)

