Anti-Money Laundering & Counter-Terrorist Financing Policy

Chillbet (WUNGroup) — chillbet.net

Last updated: 13/10/2025

1. Introduction

The Chillbet brand is owned and operated by WUNGroup B.V., a limited liability company incorporated in Curaçao under company number 160576, with its registered address at Chuchubiweg 17, Curaçao. WUNGroup B.V. has applied for a gaming license (reference number: OGL/2024/1382/0969) issued by the Curaçao Gaming Control Board. The Curacao Gaming Control Board is the regulatory body supervising the operations of WUNGroup B.V.

This Anti-Money Laundering and Counter-Terrorist Financing Policy (the "AML Policy") is an integral part of the Terms and Conditions ("T&C") governing your use of the chillbet.net website (the "Site"). All capitalized terms used herein shall have the same meaning as defined in the T&C, unless otherwise stated.

By using our Services, you ("User", "You") acknowledge and agree to the practices described in this AML Policy, our T&C, KYC Policies, and other related documents.

2. Player Identification and Verification (KYC)

2.1. In accordance with clause 5 of the T&C, we are obligated to verify your identity before providing you with full access to the Services, including deposits, bets, or withdrawals.

2.2. Obligation to Provide Information: You must provide all information and documentation that we reasonably require to comply with applicable anti-money laundering (AML), counter-terrorist financing (CTF), and economic sanctions laws in all relevant jurisdictions. This includes, but is not limited to:
- Proof of identity (e.g., valid passport, national ID card, driver's license).
- Proof of ownership of payment methods used.

2.3. Verification Checks: You authorize us to undertake any verification checks we deem necessary, either ourselves or through third-party verification services. These checks may involve verifying your personal information against public and private databases, including databases of government-issued documents.

2.4. Right to Initiate KYC: We reserve the right to initiate or request a verification procedure (KYC) at any time, including but not limited to cases where we have reasonable suspicions of fraudulent activity, breaches of our T&C, or doubts about the authenticity of the provided information.

2.5. Failure to Complete KYC: As stipulated in clause 5.12 of the T&C, you are obliged to successfully complete the verification process within 14 (fourteen) calendar days from the date of our request. Failure to do so will result in:
- The return of the total amount of your deposits or the difference between total

deposits and total withdrawals (whichever is applicable), provided that sufficient funds remain in your account balance.
- The permanent closure of your account without the possibility of reopening.

2.6. Suspension During Verification: During the verification process, we may suspend the ability to deposit, place bets, or withdraw funds from your account until verification is successfully completed.

3. Monitoring and Reporting

3.1. We continuously monitor transactions for suspicious activity. This includes monitoring for patterns that may indicate money laundering, terrorist financing, fraud, or other criminal activities.

3.2. Transactions that may be subject to monitoring and reporting include, but are not limited to:
- Transactions that are structured to avoid reporting thresholds.
- Transactions involving persons or entities from sanctioned jurisdictions.
- Transactions that have no apparent economic or lawful purpose.
- Large, complex, or unusual patterns of activity that are not consistent with normal customer behavior.

3.3. We will report any suspicious transactions to the relevant financial intelligence unit (FIU) in accordance with applicable laws and regulations. We are prohibited by law from informing you that a report has been filed.

4. Risk-Based Approach

We employ a risk-based approach to AML/CFT compliance. This means that the extent of customer due diligence and ongoing monitoring is commensurate with the assessed risk level of each User. Factors considered in the risk assessment include:
- Country of residence and origin of funds.
- The nature and volume of the User's gambling activity.
- The payment methods used.

5. Prohibited Transactions and Termination

5.1. You agree that we may, at our sole discretion and without incurring any liability, delay, block, or refuse to process any transaction, and/or immediately suspend or terminate your account if we suspect that the transaction or your activity:
- May breach any laws or regulations, including AML/CFT laws.
- Involves any person or entity that is subject to economic or trade sanctions.
- Involves the proceeds of, or is intended to facilitate, unlawful conduct.

5.2. You declare and undertake that the processing of any of your instructions will not breach any laws or regulations of any country.

6. Withdrawal of Funds and Account Closure

6.1. All withdrawals are subject to the successful completion of KYC checks and the approval of your account, as per clause 7 of the T&C.

6.2. Withdrawal upon Closure: In the event of account closure or self-exclusion, as per clause 13.3 of the T&C, withdrawals are permitted only if the account balance is equal to or greater than the minimum deposit amount specified in clause 7.10 of the T&C. If the balance is below this threshold, no withdrawal shall be possible.

6.3. Forfeiture of Funds: You acknowledge and agree that, in cases explicitly outlined in the T&C (including but not limited to clauses 1.2.5.1, 2.3, and 13.8), such as the detection of multi-accounts, providing false information about age, or breach of the Agreement, all funds remaining on the account, as well as any bonuses, winnings, or other benefits, may be forfeited and annulled without the possibility of recovery.

7. Record Keeping

We will retain all records of your identity, transactions, and any supporting documentation for a minimum period as required by applicable law in Curaçao, which is typically no less than three (3) years after the business relationship has ended or the transaction was completed.

8. Consent for Disclosure

When applying for an account, you give us consent to disclose your personal information (name, address, date of birth) to third-party verification and credit reporting agencies to assist in verifying your identity for AML/CFT purposes. These agencies may prepare an assessment for us and may use your personal information contained in their files for this purpose.

If you object to this method of verification, please contact our Customer Support at support@chillbet.net to discuss alternative verification methods.

9. Staff Training and Compliance

We ensure that our staff is regularly trained on AML/CFT procedures and their legal responsibilities. Our compliance function is responsible for implementing and enforcing this policy.

10. Contact

For any questions regarding this AML Policy or to provide the required documentation, please contact our Compliance Officer at: support@chillbet.net.