

Terms of service

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ORDERING FROM THIS SITE.

Contained herein are the Terms of Service (hereafter referred to as TOS) as outlined for users of and visitors Lotteca website. By entering the site, you agree to be bound by all of the items outlined herein. Lotteca reserves the right to make changes to this agreement at any time. Such changes will be publicly announced to registered users via email, popup screens, or be placed within noticeable areas on the site. Should you disagree with outlined changes to these terms, you (the user) may terminate your subscription and discontinue use of our service at any time.

Conditions Of Use

1. If you purchase a subscription (the "subscription") on this site (the "Site" or the "website") you are agreeing to abide by all of the provisions set forth in this Agreement between You (the "subscriber") and Lotteca.com If you are a cardholder in the EU then you are entering into a purchase agreement with JoyCenter Entertainment System and Online Services or JoyCenter ("we").

If you do not agree to these Terms and Conditions, please do not purchase from this site.

2. We may change, add or remove portions of this agreement at any time. If we do so, such changes will become effective immediately and will be posted on this site.

3. We may discontinue, change, or suspend any aspect of the site at any time. We may change, discontinue, or suspend the availability of any database, content, feature, or product of the Site. We may impose limits on features, including services, use, or restrict your access to parts or the entire Site without notice or liability.

Description of service

1. You are subscribing to a lottery messenger service that will buy lottery tickets on your behalf. Once you subscribe we will buy your chosen lottery tickets for each draw for the duration of your subscription. We will store your ticket and notify you when you win a prize.

2. We are not affiliated, directly or indirectly, with any lottery commission or operator anywhere in the world. We do not sell you a lottery ticket. Our profits are based on 10% of the total value of the prize earned and paid by our customers.

3. An email will be sent to you before every draw for each lottery you are subscribed to. This email will contain the numbers you are playing and the draw date.

4. An email will be sent to you after the draw to inform you of the lottery results and the status of your subscription. We will also attempt to notify you of any winnings you may be entitled to.

5. You will be able to view the status of your subscription, the numbers you are playing and other information about your account on a password protected section of the website.

• Lotteries and Raffles: All prizes won that are below \$600 are claimed on your behalf and credited to your Lotteca account. Any prize won above this level is handled on a case by case basis according to the rules of the individual lottery or raffle. Where possible Lotteca claims the prize money on your behalf, however if you prefer to handle your own claim or local rules prevent us from doing so, then we help to facilitate your winning claim by transferring the ticket to you and helping you to claim your prize We have a

Winners Support Team who help our customers to do this and so far we have had #value# winners who have successfully received prizes ranging from as little as \$10 right up to \$1 million jackpots. • Syndicates: As the lottery syndicate manager, Lotteca will claim the winnings on behalf of all syndicate members. Payment of syndicate winnings up to \$600 will be made directly to your Lotteca account. For prizes over \$600 payment may be made direct into your Lotteca account, with a cheque or via bank transfer, according to your personal preferences and in line with local banking laws. We have a Winners Support Team who to assist you and so far we have had #value# winners who have successfully received prizes ranging from as little as \$10 right up to \$1 million jackpots.

Subscription terms

- 1. LEGALITY:** These terms and conditions are valid only where legal. You are responsible for ensuring that it is legal for you to use this service in your local jurisdiction.
- 2. ELIGIBILITY:** All subscribers must be at least 18 years of age.
- 3. OWNERSHIP:** You, the subscriber, are the sole owner of the lottery ticket and any winnings arising from your own lottery tickets.
- 4. TRANSFER:** Your subscription is non-transferable and non-assignable.
- 5. TAXES:** You, the subscriber, are solely and wholly responsible for payment of all taxes associated with income received as the result of your lottery winnings.
- 6. REFUND POLICY:** By purchasing a subscription, you hereby authorize the imposition of charges to your credit card for all subscription fees as well as for any further goods and/or services at, through and/or from or pertaining to the Site. You may cancel your subscription at any time. Subscriptions automatically renew at the end of the subscription period, unless subscriber cancels service by sending an email to support@Lotteca.com. We will refund you the unused portion of any cancelled subscription or purchase, unless subscription is cancelled prior to automatic renewal.
- 7. START OF SUBSCRIPTION:** Your subscription will start as soon as your payment can be verified and we are able to purchase a lottery ticket on your behalf.
- 8. TERM OF AGREEMENT:** This Agreement will be effective on the first date on which a lottery ticket is purchased on your behalf and will continue until the earlier of the date on which we receive written notice from the subscriber to terminate the subscription or the last date for which a lottery ticket is purchased on the subscriber's behalf.
- 9. WINNINGS:**
 1. All winnings will be handled as described in section "Description of Service" above. we will make every attempt to detect when you are a winner and automatically collect all winnings. We will notify you immediately when it has collected winnings on your behalf. At that time we will ask you for instructions on what to do with your winnings. If you do not contact us within 15 calendar days with instructions on what to do with your winnings, all winnings will be credited to the subscriber's system account and you may withdraw the money whenever you want.
 2. The winner has to transfer 10% to JoyCenter of the total value of the prize amount related to the commission for the intermediation of the services.

3. We will attempt to inform you of any winnings you may win. However; it is ultimately your responsibility to notify us of any winnings you may have won and to do so within the time limits that each individual lottery designates to collect a prize on a winning ticket.

10. ERRONEOUS INFORMATION: We will scan and record the numbers that a subscriber is playing on a ticket bought on the subscriber's behalf. We will then record the winning numbers for the corresponding lottery draw. In the event wrong information is sent to a subscriber, the subscriber shall not be entitled to any claim based on the receipt of erroneous information. The subscriber will only be entitled to obtain the ticket bought on his behalf. The subscriber must immediately notify us upon receipt of erroneous information. SUBSCRIBER HEREBY WAIVES ANY CLAIM AGAINST US FOR THE RECEIPT OF ERRONEOUS INFORMATION.

11. FORCE MAJEURE: We shall not be liable for failure or delay in performing an obligation under this Agreement, including but not limited to purchasing lottery tickets or collecting winnings, if it is prevented from doing so by causes beyond its control such as natural catastrophes, extreme weather and other acts of God, the actions of any lottery commission or organization, federal, state and local governments, computer viruses, war, transportation stoppages or slowdowns, stoppage or slowdown of the Internet or other networks, or for any reason beyond our control or that of our agents or employees.

12. JURISDICTION AND GOVERNING LAW: The parties expressly agree that the agreement shall be governed by and construed in accordance with the laws of the Republic of Cyprus and further agree to submit to the jurisdiction of the courts of the Republic of Cyprus for the purposes hereof.

13. INACTIVE ACCOUNT: If more than twelve months has passed since your last activity (such as logging into the Account or purchasing a ticket), the Company shall be entitled to suspend your Account. Prior to suspension, the Company will make reasonable efforts to contact you via the email listed in your Account. If you do not take any action on your account or contact us within seven days after such notification, the remaining balance may be removed. Those funds may be donated to Charity.

14. COMMUNICATION: By purchasing a subscription, you hereby authorize us to telephone, email or SMS you regarding your account and/or send you marketing messages by email or SMS.

Disclaimers and limitation of liability

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UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE INFORMATION ON THIS SITE, EVEN IF WE OR OUR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BARE TOTAL LIABILITY TO YOU FROM ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO US DURING YOUR LAST SUBSCRIPTION FOR PRODUCTS PURCHASED ON THIS SITE. PARTICULARLY, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL WE BE LIABLE FOR THE PAYMENT OF A LOTTERY'S JACKPOT.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE ABOVE LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.