

**[THIS ENGLISH VERSION OF THE TERMS AND CONDITIONS DOES NOT APPLY TO PLAYERS WITH RESIDENCE AND ACCOUNT REGISTRATION IN THE FEDERAL REPUBLIC OF GERMANY OR PLAYERS LOCATED IN ONTARIO, CANADA. FOR THE APPLICABLE VERSION IN GERMANY PLEASE REFER TO THE T&C IN GERMAN LANGUAGE, AND FOR PLAYER LOCATED IN ONTARIO PLEASE REFER TO T&C ON ON.NEOBET.CA]**

## **TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1. GREENVEST BETTING LTD (the “**Company**”) is a company established in accordance with the laws of Malta, registration number C80655, and licensed and regulated by the Malta Gaming Authority (the “**MGA**”). The Company holds License Number MGA/B2C/418/2017 issued on 21.03.2018 under which it operates **neo.bet** (the “**Website**”).
- 1.2. PLEASE READ THESE TERMS AND CONDITIONS (THE “**T&C**”) CAREFULLY BEFORE OPENING A GAMING ACCOUNT, USING THE SERVICES PROVIDED BY THE COMPANY ON THE WEBSITE, OR OTHERWISE VISITING, OR ACCESSING THE WEBSITE OR ANY PART THEREOF.
- 1.3. For the purposes, these T&C references to “**the Company**”, “**we**”, “**our**” or “**us**” shall mean references to the Company as defined above, and references to “**you**”, “**your**”, “**customer**” or “**player**” shall mean references to you as the person who has contracted with the Company through these T&C.
- 1.4. By using the Website (including via use of mobile applications) you agree to be bound and commit yourself to abide by these T&C at all times together with (i) Bonus Terms & Conditions, (ii) Data Privacy Policy, (iii) Cookies Policy, (iv) rules and specifications which apply to the relevant products, including the Bet Specifications (vii) specific terms envisaged by the relevant bonus, special offer, promotion or other loyalty program which might be available to you from time to time on the Website, and all other Company’s policies and procedures referred to herein from time to time (mutually hereinafter referred to as the “**Additional Rules**”), which are incorporated to these T&C by reference and comprise a legal contract between the Company and yourself. PLEASE NOTE THAT THE ADDITIONAL RULES MIGHT CHANGE FROM TIME TO TIME. THEREFORE, WE ENCOURAGE YOU TO READ CAREFULLY ALL THE ADDITIONAL RULES AND THEIR SUBSEQUENT UPDATES AT ALL TIMES BEFORE USING THE WEBSITE, TOGETHER WITH THESE TERMS AND CONDITIONS. In case of any differences between the terms defined in these T&C and the Additional Rules, the terms of these T&C shall prevail.
- 1.5. These T&C come into force as soon as you click on the “**I CONFIRM**” button and register your gaming account and shall continue in force unless and until your account is closed (deactivated) pursuant to the terms set forth hereby. By registering a gaming account, in addition to any other representations and warranties set forth herein, you confirm to the Company that you have read these T&C, understand and accept them entirely and without reservations, and waive any rights or requirements under applicable laws or regulations in any jurisdiction that required an original (non-electronic) signature.
- 1.6. The Company reserves the right to modify these T&C. Any changes to the T&C will be communicated to you on your next transaction attempt. You have to carefully read and agree with the changes to be able to continue using the Website by marking the relevant box which will pop up for your attention. If you do not agree with the changes, you will no longer be able to use the Website and can use your gaming account to withdraw your balance only, if any is available.
- 1.7. All dates and times referred to in this T&C and other documents referred to herein are based on GMT+1, unless otherwise defined explicitly for the relevant case.

- 1.8. In the case of any dispute between the different language versions of these T&C, the English language version shall prevail.

## 2. GAMING ACCOUNT OPENING

- 2.1. By accepting these T&C you represent, warrant and agree to the Company that:

2.1.1. **Permitted participation:** You:

- (a) are 18 years old or older;
- (b) are not an individual who has advised the Company or any other third person that you are participating in the self-exclusion process;
- (c) are not an employee, officer, member of the board of directors or partner of the Company;
- (d) do not reside and/or be located in the territory where online gambling is prohibited and/or from where it is illegal to access or use the Website (the "**Prohibited Territory**");
- (e) are not a person restricted to access or play on the Website for any other reason by virtue of the law, contractual arrangement or otherwise.

You fully understand that if you do not satisfy any of the criteria above, you will be treated as the Prohibited Individual, will not have a right to play on the Website and will not be eligible to receive any winnings.

2.1.2. **Prohibited Activity:** You represent and agree that you will not engage in any of the following prohibited activities (the "**Prohibited Activity**") in connection with the Website or the Services and will not be eligible for prizes for:

- (a) betting on any event overseen by the relevant sport or event governing body if you are an individual with access to non-public information related to the event or an individual who may impact the outcome of the event or bet type;
- (b) betting on events overseen by the relevant sport or event governing body if you are an athlete, coach, manager, owner, and anyone with sufficient authority to influence the outcome of the event;
- (c) betting on any event overseen by the sports governing body or any event in which a member team of that sport or event governing body participates if you are an owner (a person who is a direct or indirect legal or beneficial owner of 10 percent or greater) of the sports governing body or member team;

and if you engage in one of the Prohibited Activities listed directly above, the Company will make reasonable efforts to inform any entity with which we have an information sharing relationship, including independent integrity monitors, the relevant sport or event governing body(s), or any other organisations or individuals identified or required by the MGA.

2.1.3. You will notify the Company immediately if you are a politically exposed person (foreign or domestic) (the "**PEP**"), a family member or close associate of a PEP (the "**related person**"). In case the Company determines you are a PEP or person related to PEP, the Company reserves the right to reject to open a gaming account in your name and/or close the opened gaming account, as a case may be.

2.1.4. **Fit & Proper Requirements:** You are fit to play and fully understand that it is entirely and solely your responsibility to enquire and ensure that your use of the Website(s), the Software (as defined below), and the services on the Website will comply at all times with all applicable laws, statutes, and regulations.

2.1.5. **Prohibition of using an account on behalf of a third party and use of multiple accounts and/or users:** You open and will use a gaming account exclusively in your own name and for your own benefit and will never play on the Website on behalf or in the name of any third party. Creating or using more than one gaming account by one person (i.e. there may be only one gaming account per person, email address, telephone number, using one gaming account by more than one person and/or by a person who has not registered a gaming account is strictly prohibited.

2.1.6. **Location Requirements:** 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 (the "**Prohibited Territory**"). You acknowledge and agree that it will be your sole responsibility to determine whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction. You warrant us that gambling is not illegal in the territory where you reside and you are not prohibited from gambling on the Website. You represent and warrant to us that you will reimburse the Company any damages in case of breach of this warranty by you. You further agree and consent that the Company may detect and dynamically monitor your location to ensure that you are playing from the territory you declared to the Company as the territory of your residence. We will have a right to block attempts to play on the Website in breach of these T&C and/or to apply other measures envisaged by these T&C or applicable laws.

- 2.1.7. **Taxation:** Unless directly provided by applicable laws, you are and will be solely responsible for reporting, accounting and paying any taxes applicable to you under applicable law arising out of your participation and use of the Website, including any winnings that you might receive from the Company; If according to applicable laws or regulations the Company will be obligated to report, withhold and/or pay any taxes on your behalf, you agree to fully cooperate and support the Company in doing so, and unconditionally agree promptly and efficiently to complete and sign all forms and reports, as well as to provide the Company with all information and documents and as might be needed for that purpose. You further agree that the Company will be authorised to withhold and pay on your behalf any and all taxes as might be required by applicable laws, and for that purpose, the Company will have a right to deduct the relevant amount from your gaming account and/or the withdrawn amounts as might be applicable.
- 2.1.8. **Illegal Funds and Unlawful Activities:** You will only use funds, credit cards and other financial instruments or accounts that are valid and which lawfully belong to you when depositing to or withdrawing funds from your gaming account. All real money that you will deposit into your gaming account is lawfully sourced and not tainted with any illegality, and does not originate from any illegal activity or source. You will not use the gaming account to facilitate criminal or illegal activity, including, but not limited to, performing money laundering and financing terrorism.
- 2.1.9. **Approved Purpose:** You understand that by placing any bet on the Website you take the risk of losing money deposited in your gaming account; and your use of the Website will be strictly in your personal non-professional capacity for recreational and entertainment purposes only.
- 2.1.10. **Respectful Behaviour:** You will be courteous while using the Website, including while communicating with the representatives of the Company, and you will avoid rude or obscene comments, including in chat rooms. Games played on or through the Website should be played in the same manner as games played in any other setting; Aggressive or violent behaviour, e.g. towards the Company's staff will not be tolerated.
- 2.2. **KYC Identification & Verification**
- 2.2.1. At the time of your gaming account registration and before permitting you to play on the Website you shall provide us at minimum the following information:
- (a) full name (first and last name);
  - (b) date of birth;
  - (c) full address (e.g. country, city, street, house number, zip code);
  - (d) mobile number;
  - (e) email; or
  - (f) any other information as may be required from time to time by the registration form on the Website.
- 2.2.2. You represent and warrant that all information provided by you upon registration and all information and documents to be provided by you to the Company at any stage afterwards, including but not limited to for the purposes of know-your-client (the "KYC") identification and verification purposes, is and at all times will be up-to-date, complete, accurate and correct.
- 2.2.3. You agree to inform the Company without delay if:
- (a) your identity information changes;
  - (b) you suspect that your gaming account has been used by third parties;
  - (c) your gambling expenses exceed your financial capabilities;
  - (d) you become a Prohibited Individual, PEP or a PEP-related person;
  - (e) a core family member holds and/or is assigned a high government office (politically exposed person);
  - (f) you are named on the sanctions list of the United Nations;
  - (g) a core family member is named on the sanctions list of the United Nations.
- 2.2.4. By accepting these T&C, you agree to be bound by the Company's AML/KYC Policy and that the Company has a right to conduct initial and any further KYC checks and verifications on you at any time (including upon registration, before the deposit and/or withdrawal, at any other time while using the Website, upon change of payment account details etc.) and for this purpose to request from You personal details and copies of documentation such as your passport, driving license, other government-issued photo ID, utility bills and/or bank statements, attending phone or video calls, and/or recording playing sessions, as well as any other identification and KYC information and documents as might be needed in the sole discretion of the Company.
- 2.2.5. You agree that for the purposes of your identification and verification, the Company may use various identification methods. You explicitly agree and confirm that for this purpose the Company has a right to

engage the services, software or databases of third-party providers (including authorised credit reference and verification agencies) and to share with them your personal data, information and documents as might be required to perform identification and verification procedures.

- 2.2.6. If your personal information is identified to be not in compliance with anti-money laundering requirements, your gaming account will be frozen immediately until adequate personal identification information is obtained by the Company.
- 2.2.7. **Subsequent verification.** The Company reserves the right to verify and re-verify your identity, other personal information and/or any transactions at your gaming account at any time as the Company deems necessary in its absolute discretion or in cases set forth by applicable laws and/or internal KYC policies and procedures of the Company.
- 2.2.8. **Enhanced Due Diligence.** The Company reserves the right to perform enhanced due diligence (EDD) for approval to continue or terminate the business relationship with you at any time it deems necessary.
- 2.2.9. The Company reserves the right to reject opening a gaming account without providing a reason.
- 2.3. **Password Requirements and Gaming Account Information Security.**
- 2.3.1. To correspond with our security rules, the password to access your gaming account must consist of no less than 8 digits, with at least 1 capital letter and 1 number. It may contain upper and lowercase characters, special characters and digits, but no umlauts. The password must not be similar to other user data, e.g. first name or city.
- 2.3.2. We guarantee to keep all information concerning you as a user of the Website and your gaming account details secret and will not disclose it to any third party, unless otherwise is permitted or required by applicable laws, and/or these T&C, the Privacy Policy e.g. for the purposes of conducting your identification or verification, reporting to and sharing information, e.g. on suspicious and fraudulent transactions, to the MGA, an independent integrity monitor, other gaming operators and sport event organisers.
- 2.3.3. You agree that it will be your ultimate responsibility and liability to keep your password and other gaming account information secret. You agree to undertake all measures to prevent its disclosure to any third party. Any operations confirmed with your game account login (account number, phone number, e-mail) and password will be deemed to be valid and official. The Company is not liable for any damages you may incur as a result of unauthorised use or misuse of your login information, e.g. loss of password is not a reason to change or cancel any transaction on your gaming account. If at any time you believe that your password is lost and/or any third party got access to it, please contact our Customer Support for further support.
- 2.4. **Marketing and Promotional Materials.** At the time of a gaming account registration, you will be provided with an opt-in process whereby you have a right to actively consent to or reject receiving any direct advertising and marketing of inducements, bonuses and credits from the Company. You have a right to change your preferences, including to withdraw your consent at any time when such marketing and advertising materials are available. Your consent may be withdrawn either via your gaming account (by unticking the box of the respective newsletter in the "My Account / Settings / Notifications" section or by contacting our Customer Support.

### 3. DEPOSITS AND WITHDRAWALS

- 3.1. The balance of a gaming account shall be positive at all times. Gaming accounts with a negative funds balance will be suspended and no transactions permitted after the negative funds balance arises. No transaction will be permitted until the negative funds balance is eliminated. No bet will be accepted that could result in a negative funds balance.
- 3.2. You may place a bet or use any other product or services on the Website on account of bonuses and other promotions which may be offered to you from time to time. However, this shall always be subject to full compliance with these T&C, terms and conditions of the relevant bonus, promotional and/or other loyalty programs, including but not limited to the rules of allocation, activation and/or usage of the bonuses or other benefits offered to you etc.
- 3.3. To fill in your gaming account you should make the deposit with real money. Deposits and withdrawals into/from the gaming account can be made via various payment methods, e.g. credit cards, bank transfers and e-wallets, which are registered exclusively in your name.
- 3.4. **Deposits.** You will be permitted to deposit funds into your gaming account and perform any other transactions only after the successful and appropriate identification, verification and authorization. Only you may deposit funds to your gaming account and no other person shall make transfers or payments to deposit funds to your gaming account.

- 3.5. **Withdrawals.** You are permitted to withdraw funds from your gaming account only provided all incoming payments have been confirmed, the appropriate identification, verifications and authorizations are performed, and subject to the following:
- 3.5.1. as a general rule withdrawals shall be credited to the same account and payment method used to deposit; If an account or payment method requested for the withdrawal differs from an original account or payment method used for deposit, the Company reserves the right to deny the withdrawal, and/or block the gaming account, and/or any transactions on the gaming account, until and unless your identity and new payment details are properly identified and verified by the Company to ensure that withdrawal is made by you, as holder of a gaming account, and you are a legal and beneficial owner of a new account;
- 3.5.2. the Company reserves the right to request that the deposits need to be wagered 1 time or more before the withdrawal;
- 3.5.3. all bonus conditions, if applicable, are properly and fully satisfied;
- 3.5.4. the Company reserves the right to reject your withdrawal request via a particular payment method and require a transfer to the customer's bank account without providing a reason.
- 3.6. The payment methods and their availability, duration, minimum and maximum limits for deposits/withdrawals, fees and other terms may vary depending on the payment method in question. A current overview is available when you go to the payment options and deposit/withdrawal section in your gaming account. Please note that the terms and conditions established directly by the relevant payment method described on the Website are for information purposes only. To verify the terms and conditions for processing the payments established by the specific payment provider, please contact the latter directly via their websites, offices, hotlines or other means as might be applicable.
- 3.7. Please note that the Company will have a right to charge you fees and commissions in certain cases as set forth by these T&C. For example, if you request to withdraw any deposit amounts which have not been wagered, the Company reserves the right to charge you commission for the withdrawal of up to EUR 20 or its equivalent in a foreign currency; if the Company incurs any charge-back, reversals or other charges due to causes attributed to you, the Company reserves a right to reimburse from you the relevant amounts.
- 3.8. The Company ensures that deposits and withdrawals are processed as soon as possible. However, any transfers to and/or from the gaming account will be additionally subject to the terms and conditions of the chosen payment method. In addition, notwithstanding the fact that the Website usually operates 24 hours a day, certain gaming account deposits and withdrawals, depending on the payment method used or for other reasons, may be processed only during regular working hours.
- 3.9. Neither the Company, nor any payment provider guarantee the successful processing of your funds by the chosen payment method in all cases, nor are or will they be responsible for any failure to process the payment, or the data related to your payment card. The latter may be refused for various reasons being out of the Company's and/or the payment provider's control, including but not limited to a result of a refusal of the payment card issuer (bank or other financial institution) to provide authorization of the payment, blocking a transaction by correspondence bank etc.
- 3.10. The Company is not a financial institution and thus should not be treated as such. Your gaming account balance, as well as amounts outstanding to you from time to time, will not bear any monetary interest. The Company does not and will not grant any credit or lend money for the use of the Website, nor will the Company refer you to any credit providers or imply or infer that you should seek additional credit to play.
- 3.11. It is not possible to transfer/sell/acquire gaming accounts from one customer to another. It is also not possible to transfer any funds, bonuses or other balances from one gaming account to another, or to any third party, and any such sale or transfer shall be deemed void.
- 3.12. **Currency options available:** Euro, Canadian dollars (CAD). Restrictions may apply depending on your country of residence and/or chosen payment method. If while making a deposit to and/or withdrawal from the gaming account you use a card, bank account, web or other e-wallet denominated in a currency other than the currency of your account currency, the relevant transfer will be processed only if permitted by the relevant payment provider and internal rules of the Company. If permitted, the relevant conversions will be performed at the conversion rates, fees and costs established by the relevant payment provider. To calculate the exact amount of the fees and commissions due to the Company pursuant to these T&C, the Company where relevant may apply the commercial currency conversion rates set out daily by commercial banks.
- 3.13. **The Rounding Policy.** The Company applies the rounding policy. For this purpose, the Company reserves the right at any time to round down to no more than 2 decimal places any amounts deposited

to or withheld from the gaming account where currency conversion is involved and/or any fees or commissions are due to the Company and/or the payment provider. The effect of this policy should be that amounts deposited or withheld in currencies other than your account currency can be rounded up or down by conversion to or from your account currency. For example, if for the purposes of making the deposit You transfer USD100, and the exchange rate used for the conversion is USD 1 per EUR 0.981203, your gaming account will then be credited with EUR 98,12. Any and all costs, commissions and losses arising as a result of or in connection with any currency conversions referred to in these T&C will be solely borne by you.

- 3.14. **Funds Management & Segregation.** The remaining balances of the real funds transferred by you to your gaming account, together with all winnings payout to you pursuant to these T&C will be at all times segregated from other Company's funds and will be held in separate designated bank accounts.

#### 4. LIMITS AND RESTRICTIONS

##### 4.1. Self-Imposed Limits

- 4.1.1. At the time of registration at the Website and thereafter at any time, you will be provided with the option to set and change deposit, stake and loss limits.

- 4.1.2. You will have options of setting limits on any number of the following:

- (a) **deposit (payin) limits**, where the amount you deposit into your gaming account is limited over a period of time chosen by the player (e.g. per 1 day/ 7 days/ 30 days);
- (b) **loss limits**, where the amount lost (i.e., winnings subtracted from the amount spent) is restricted (e.g. per 1 day/ 7 days/ 30 days);
- (c) **stake limits**, where the maximum stake amount you wish to bet is restricted (e.g. per 1 day/ 7 days/ 30 days);
- (d) **session duration limits**, where the maximum session time you want to spend is limited (e.g. 1,2, 4 or 6 hours);
- (e) any other limits as may be agreed with the Company from time to time.

- 4.1.3. The financial and time limits may be set or changed online via your gaming account, provided that:

- (a) amendments to the settings relating to increasing of limits are processed immediately;
- (b) the limit may be eliminated or relaxed only after 24 hours upon request.

- 4.1.4. During the selected period, you will not be able to make any further deposits or place any further bets once the limit is reached.

##### 4.2. General Limits

- 4.2.1. In addition, and unless otherwise agreed by the Company, the following general limits and restrictions shall apply:

- (a) the minimum amount of a one-time deposit shall be EUR 10 or its equivalent in another currency;
- (b) the maximum amount of withdrawal per year is EUR 180,000 or its equivalent in another currency;
- (c) the maximum amount of withdrawal per day is EUR 20,000 or its equivalent in another currency; If You wish to withdraw more than EUR 20,000 or its equivalent in another currency, the Company reserves a right to split the withdrawal amount and to pay it out to Your payment account in instalments not exceeding EUR 20,000 or its equivalent in another currency per day;
- (d) the maximum amount of winnings is EUR 1,000,000 or its equivalent in another currency;
- (e) the minimum stake in the case of fixed odds sport betting is EUR 1.00 or its equivalent in another currency; for system and multiple bets the minimum stake per combination is: EUR 1.00 or its equivalent in another currency;
- (f) the maximum bet may vary depending on the particular event and/or sport. The maximum bet will be defined by the Company individually for each event and it can be changed without giving written notice. The Company reserves the right to limit the maximum bet amount for certain events and change the betting limits for individual customers without notice;
- (g) to withdraw all funds from the gaming account, all your bets and wagers outstanding at that time must be fully settled;
- (h) if any bonuses are allocated to you, the funds corresponding to them may not be withdrawn, unless all terms and conditions relating to such bonuses are adhered to properly and in full to the satisfaction of the Company.

- 4.2.2. The Company reserves the right to release any of the above-mentioned general limits and or impose additional limits on certain accounts if it deems necessary in its sole discretion.

- 4.2.3. For the avoidance of any doubts any and all limits and restrictions set forth by these T&C and envisaged by laws shall apply cumulatively and the lowest limits shall at times prevail over the highest limits. For example, if you set simultaneous periods (e.g., a deposit limit for a day and for a week), the lowest limit will apply). If you set up a deposit limit which is lower than the minimum deposit amount established by the Company or the payment provider, the minimum deposit limit established by the Company or the payment provider, as a case may be, shall apply.

## 5. RESPONSIBLE GAMING, SELF-EXCLUSION AND BREAKS IN PLAY

- 5.1. The concept of Responsible Gaming is one of the pillars of the Company's business operation and development. The Company wants to make sure that the Website is always safe and does not bring any harm to anyone. To ensure this the Company has elaborated the Responsible Gaming Policy, which together with other materials and information on responsible gambling is available on the Website under the Responsible Gaming page. There you may find, among others, information about lower risk gaming behaviours including how responsible gambling tools work, gaming harms, and the variety of support services available to players, including information and support services available to players that may provide specialised information (e.g., self-assessment, and play management tools), information about financial and time-based gaming limits shall be made available to all players.
- 5.2. By accepting these T&C you agree to be bound by and obey the Responsible Gaming Policy at all times, including but not limited to you agree not to use the Website in case of compulsive gambling disorder, or if you feel that you have or may have a problem with habitual or compulsive gaming, or you are undergoing or have not undergone treatment for problematic gambling behaviour, and in case you are under legal supervision.
- 5.3. **Self-exclusion.** At any time during the use of the Website you have a right, and if you have problem gambling or gambling addiction issues, we encourage you to (a) proceed to the deactivation for a definite period of time, and/or (b) exclude yourself from playing on the Website for an indefinite period of time. These functions can be found under the section "My Account". And the Company will apply your deactivation/self-exclusion choice immediately for the purpose of player protection. Self-exclusion (deactivation) for a definite period is available for a period from one day to six months.
- 5.4. The Company reserves the right to exclude you from playing on the Website (including but not limited to cancelling any of your transactions) if you have acknowledged that you are, or the Company reasonably believes you to be, suffering from a problem relating to gambling addiction.
- 5.5. Once you self-exclude yourself or are excluded from playing on the Website by the Company:
- 5.5.1. the Company will, as soon as is practicable, take all reasonable steps to prevent any marketing material, incentives or promotions from being sent to you for the duration of the self-exclusion period;
- 5.5.2. no new deposits and/ or bets to your gaming account will be permitted. It will still be possible to log into the gaming account, track betting slips and withdraw any remaining credit. You will have, a right to request a return of the balance of unused funds by contacting our Customer Support;
- 5.5.3. you will be added to the Company's register of self-excluded persons with appropriate records (name, address, other details, and any membership or account details that may be held by the registrant);
- 5.5.4. the Company will take active steps to identify, and if required, remove you from the Website if you are found to be in breach of your self-exclusion agreement at any time.
- 5.6. You will have the option of decreasing the period of self-exclusion only after the cooling-off period of 72 hours. A request of decreasing self-exclusion period will be effective only after the lapse of not less than seven days upon your request.
- 5.7. If for any reason during the exclusion from gambling, you can still deposit or place bets on the Website, please contact and inform the Company immediately. Failing this, the Company will not be held liable to you or any third party if you are able to continue to gamble on the Website.
- 5.8. Please note that the Company will systematically analyse data relating to your gaming behaviour. If the Company reasonably suspects that you have gaming addiction problems and/or cause damage to yourself or to your relatives by excessive participation in games, the Company may:
- 5.8.1. provide you with insight into your playing behaviour by means of an interview, and point out to you, in particular, any identified excessive or risky playing behaviour;
- 5.8.2. advise you to make use of a facility that enables you to gain insight into its playing behaviour;
- 5.8.3. recommend you to set up limits to your access to and use of the Website by imposing playing limits and/or deactivation for a certain period of time,
- 5.8.4. limit your access to the Website and/or use of certain services, ability to play any games, place bets etc. on the Website without your consent;

- 5.8.5. advise you to make use of the possibility to exclude yourself for a definite or indefinite period of time from participation in the games;
- 5.8.6. exclude you without your consent from participation in the games for a definite or indefinite period of time;
- 5.8.7. call, email or send you safe gambling messages through the gaming account to alert your gaming behaviour.
- 5.9. All tools and measures for responsible gaming referred to above are designed exclusively to protect You and no claims may be submitted to the Company as a result of or in connection with their application.

## 6. DEACTIVATION & DORMANT ACCOUNTS

- 6.1. **"Deactivated account"** is a gaming account which has been made no longer available to you for log on and use.
- 6.2. Your gaming account shall be deactivated/closed either upon your request, and/or by the Company as set forth by these T&C, and/or if requested by the MGA or other competent authority.
- 6.3. If you elect to deactivate/close your gaming account at any time, your gaming account will be deactivated immediately.
- 6.4. For the purposes of these T&C a **"dormant account"** is a gaming account which is temporarily frozen due to inactivity and made unavailable for your log on and use. The Company will have a right to recognise your gaming account to be as a dormant account, if for more than a year (12 consecutive months) it has not been deposited and/or used to place any bets.
- 6.5. No less than 30 (thirty) days before your gaming account is due to become dormant, the Company will use its best efforts to notify you that your gaming account is due to become dormant and remind you of the consequences thereof, including any fees that the Company may charge to you.
- 6.6. As long as the gaming account becomes and remains dormant and there is a positive balance on it, the Company has a right to charge an inactivity fee for servicing the dormant account (the **"Inactivity Fee"**). The Inactivity Fee amounts to EUR 4 per month or its equivalent in another currency and shall be deducted from a positive dormant account balance. If the balance is less than the amount of the Inactivity Fee referred to above, the remaining amount will be withdrawn from the dormant account until the balance is zero. If the dormant account has a zero balance, no Inactivity Fee will be charged.
- 6.7. You may "activate" the dormant account by making a successful deposit and/or placing a bet on any event or online game.
- 6.8. For the avoidance of any doubt withdrawal of the Inactivity Fee and/or withdrawal (transferring) the remaining balance from the dormant account by the Company without your request does not lead to the activation of the gaming account.
- 6.9. The Company reserves the right at any time to cancel any and all bonuses, points or accumulations of money in promotions, loyalty programs or other promotional programs benefits allocated to you and remaining at the dormant account or deactivated account.
- 6.10. Where an account becomes dormant or is deactivated/closed you will be able to recover the balance of your account via contacting our Customer Support.
- 6.11. The Company has a right to clear up the dormant account and/or deactivated/closed accounts by transferring the remaining balance from the dormant account to your payment account used to make deposits. The transfer of the remaining balance from the dormant account shall be made in compliance with the general rules for withdrawals envisaged by these T&C, subject to specific provisions set forth directly below.
- 6.12. If within three years after the gaming account becomes dormant or deactivated/closed the Company fails to transfer the remaining balance to you due to the fact that your payment account details are not valid and the Company is not able to reach you to receive and positively verify the new payment account details, the Company has a right to retain any balance remaining then on the dormant account or deactivated account as a case may be and/or remit it to the state as might be envisaged by applicable laws. Before transferring the remaining amounts to the state budget, the Company shall inform the User and the Authority about this.

## 7. GAMING ACCOUNT MANAGEMENT

- 7.1. The Company shall administer your gaming account by calculating the amounts you place as bets or wagers, settling bets and wagers made by you, deducting them from the balance, allocating winnings to your gaming account, calculating the balance available to play on the Website and/or for the withdrawal, bonuses balances, making other set-offs pursuant to these T&C etc.

- 7.2. The Company will ensure that you will have access at least to the following information via your gaming account, including:
- (a) deposit and withdrawal history, and current balance;
  - (b) method and source of funds used for transactions;
  - (c) date and time of the previous login;
  - (d) gaming event and transaction history (game session outcomes and game transactions) including, in sport and event betting, the date and time of past and current bets, the date and time at which past bets were settled, and information about current bets;
  - (e) total money wagered for session and/or period of time;
  - (f) total monies won or lost for session and/or period of time;
  - (g) account balance at the start and end of a session;
  - (h) any other information as may be required by applicable laws.
- 7.3. You authorise the Company to set off against your gaming account any amounts that you owe us and/or any payment provider. This can take place, for example, if you owe any fees, costs, commissions or other money as a result of or in connection with the use of the website(e.g. placing any bets/wagers, cancellation or readjustment of any winnings, bonuses), making any deposits or withdrawals, administrating dormant accounts, reimbursement and indemnification of any Company's losses, costs or expenses pursuant to these T&C etc.
- 7.4. Winnings for sports betting are determined according to the General Sport Betting Rules set forth below and [Bet Specifications](#).

## **8. GENERAL SPORT BETTING RULES**

### **8.1. General Terms and Bets Acceptance**

- 8.1.1. The amount of money that is withdrawn from your account when submitting a bet is a stake. The payout amount is based on the stake.
- 8.1.2. Odds: Profits will be calculated based on European decimal odds. E.g., if a bet placed on a selection having odds of 2.3 and a stake of EUR 10 turns out to be successful, the Company will transfer EUR 23 (= 2.3 x EUR10) to your gaming account. Bets placed on British fractional or American odds may contain rounding errors due to missing exact conversion between the different formats.
- 8.1.3. Before placing a bet, you are obligated to check that the details of your bet are correct.
- 8.1.4. You will be informed if and when a bet selected by you has or has not been accepted.
- 8.1.5. A bet is considered as accepted when you receive a bet confirmation and the bet is shown in your account under "Bets".
- 8.1.6. You can see your betting history under "Journal" beginning with the date of the first bet placed. You can choose to display only certain periods and view your history in the form of a betting account statement at any time.
- 8.1.7. If your bet is accepted by us, you will not be able to cancel such a bet, unless otherwise is set forth by these T&C.
- 8.1.8. If you place a bet and the odds, payout odds, or prices of the bet change prior to the bet being confirmed by the Company, we shall inform you accordingly and you will have an option of confirming or withdrawing the bet (with a refund of the bet). This requirement may not apply to an option for automatic acceptance of changes in bets described below.
- 8.1.9. The Company will have a right to offer you an option of automatic acceptance of changes in bets offered. In the latter case, such an offer shall be accepted by you manually, by activating the functionality in your gaming account and you will be able to opt-out at any time. As for the general rule, you will be offered to choose among 4 options: "±25%" - would mean that all changes of 25% and less will be automatically accepted, "±10%" - would mean that changes of 10% and less will be accepted, "±3%" would mean that changes of 3% and less will be automatically accepted, "±0%" would mean the complete opt-out, i.e. that no changes will be automatically accepted, and any changes would need to be accepted manually. From time to time we may offer other thresholds under the same principles. Any changes that do not fall within the chosen range may be accepted only manually..
- 8.1.10. The Website will at all times contain information on periods in which bets can be made on an event or series of events and bets cannot be placed after the close of the betting period.
- 8.1.11. As for the general rule, winnings shall be automatically credited to the gaming account once the outcome of the game is determined. In individual cases, the credit of winnings may be postponed until the official result report has been published. The pay-out of winnings may be deferred if necessary, for example, due to security reasons or to comply with legal requirements. This is particularly the case if a)

internal processes are necessary to ensure compliance with legal requirements, or b) the Company has a legitimate interest in further clarification of the facts.

- 8.1.12. The outcome of a bet will be evaluated and determined after the outcome of the respective event is certain. Subject to the other provisions below and Bet Specifications, the Company only accepts the results that occur during the event. Any changes that are made after this time have no influence on the evaluation of the betting event. Bets that have already been decided at the time of interruption (live bets, half-time bets, match period bets, over/under bets, first goal etc.) are evaluated without regard to the time of the interruption or resumption of play. If the event is cancelled during extra time or penalty shoot-out, the result after the scheduled 90 minutes play (including added injury or stoppage time) applies.
- 8.1.13. Only records made by the Company are authoritative in relation to the contents of all bets. On request, the Company is obliged to present these records. Adjustments can only be made to the gaming account to rectify an obvious error or obvious typing or calculation error and only by authorised individuals.
- 8.1.14. The result after normal game time applies to all sports. Possible extra time or penalty shoot-outs do not affect the evaluation of winnings. Exceptions to this are made known either at betting markets or in special rulings for the sports.
- 8.1.15. If the party on which the bet has been placed does not start regardless of the reasons but the event itself goes ahead the bet has been lost. This applies to all sports bets. However, if the entire betting event does not take place the bets will be declared invalid.
- 8.1.16. All information provided by the Company is without guarantee, especially starting times, results, statistics, live scores etc., may change without the Company's knowledge or may be incorrectly transmitted by third parties. All odds are subject to fluctuation.
- 8.1.17. The Company takes no responsibility for the correctness of additional information relating to the contest (e.g. league cup or friendly match), shortened playing time (short tournaments, indoor tournaments) or the venue (e.g. neutral ground). This information has no influence on the determination of winnings. Referees will sometimes allow the sent off player to be substituted.
- 8.1.18. In cases of doubt, the evaluation of all events (e.g. whether there was an own goal) is based on the official evaluation by the respective association.
- 8.1.19. Subject to below, settlement of bets will be based on sources available to the Company, including without limitation through the television, streaming as well as the websites of the governing association, body or organization (as applicable). Should this information be omitted from the aforementioned resources and/or official sources and/or there is an obvious error in the information included in the sources above, the settlement of the bet offer will be based on other public sources.

## 8.2. **Voiding and Cancelling of Bets**

- 8.2.1. A bet is invalid if the date and time of placing the bet or your necessary personal data have verifiably been omitted due to transmission errors. The stake shall be refunded in such cases.
- 8.2.2. The Company has a right to cancel a bet and withhold payment of any winnings to you and/or void any bet or any part of a bet, whether before or after bet settlement, which is in any way related to any of the following: (i) an Error; (ii) Prohibited Activity; (iii) Prohibited Individual; (iv) PEP or PEP related person; (v) the integrity of the event is called into question for any reason whatsoever; (vi) any public announcement materially changes the odds or offer we provide you with; (vii) price or pool has been manipulated; (viii) official corrections to the game results made by the game organisers, or (ix) any other suspicious or fraudulent activities are detected, including but not limited to the Company has received a report of suspicious activity from independent integrity monitor, or the Company has other evidence or reasonable grounds to believe that any suspicious or fraudulent activities took place.
- 8.2.3. For example,
  - (a) If a goal is disallowed by VAR, and the score displayed on the bet slip has been corrected as a result, all bets will be void.
  - (b) if a game is offered twice due to a technical error and both games are combined into one bet, one game will be rated at odds 1.0, if it is about the exact same betting market and identical outcome. The other game on the betting slip remains valid and will be settled with the official result. If the betting markets for this game differ on the betting slip, both bets will be cancelled and rated 1.0;
  - (c) In the event of an incorrect player or team being entered for a match/event, bets will be void. Such determination is at the Company's sole discretion;
  - (d) bets will be voided, if the score displayed on the bet slip is incorrect.

- 8.2.4. If a sporting event that was cancelled, interrupted or withdrawn is restarted or continued by the end of the following day, local time, the stake will apply to the newly restarted/continued betting event. The bet also remains valid if the event is replayed/continued or played at a neutral venue. If the match is not restarted or continued, it will be declared invalid. This shall not apply to betting markets previously offered as live bets and already evaluated (for example winning a set, winning a game, over/under-bets).
- 8.2.5. Under certain circumstances, the Company offers the possibility to cancel certain betting slips. In general, live bets cannot be cancelled.
- 8.2.6. A bet made by you can be voided by the Company for any other reason not set forth above, and in such case, unless otherwise is provided by these T&C or applicable laws, the Company will return to you, your stake placed on such bet.

### 8.3. **Bet Types**

The Company may provide you with an opportunity to place the following bets:

- 8.3.1. **Single Bets:** You place a bet by predicting an outcome of an event and specifying a stake. The Company will withdraw the amount equal to the stake from your gaming account. If and only if the prediction turns out to be correct, the Company will transfer your profit/payout (given by odds of the outcome multiplied by the stake) to your gaming account. Single bets may not be allowed for certain types of sports or events.
- 8.3.2. **Combi Bets/ Parlay:** Single bets may be combined into a combination bet/parlay. The combi bet/parlay counts as won if and only if all outcomes were predicted correctly. The odds of the parlay are equal to the (multiplication) product of all contained single odds. Selections within the same event or selections which are not independent may not be combined, except for so-called "Personal Bets" as described below. In the event you place a bet as parlay, and any match or event which is part of such parlay is cancelled, your bet will not be voided by us.
- 8.3.3. **System Bets:** Multiple bets may also be combined into system bets which can be regarded as a series of combination bets. Each contained combination is evaluated separately leading to different profit options depending on the number of inherent combinations.
- 8.3.4. **Personal Bets:** the Company offers the opportunity to combine outcomes within the same event into a Personal Bet. Bets can be placed for "all selections being successful" (combinator AND) or "at least one selection being successful" (OR). The calculated odds depend on the chosen combinator. Personal Bets are only optional and may not be offered at all times and at all events.
- 8.3.5. **Dead heat:** If two or more participants in a sporting event are declared winners, the betting odds will be divided accordingly.
- 8.3.6. **Ante-post bets:**
- (a) In general ante-post bets are offered for the turnout of a major event (tournament). For example, the bet could be offered in the form of a question:
    - (i) Which football team will win the world cup?
    - (ii) Who will win the Wimbledon tennis tournament?
    - (iii) Which team will be relegated to the German Bundesliga?
  - (b) Ante-post bets are offered regardless of whether or not all participants are listed or take part. All stakes for ante-post bets are lost if the participant or team, on which the bet was placed fails to take part or gives up.
  - (c) The actual result is based on the last game/event (e.g. final match or last day of play) at midnight (local time of the event). Changes to the result made after this point – regardless of the reason – have no effect on the evaluation of the betting event.
  - (d) If two or more participants share a particular final position, the rates/odds are divided by the number of participants sharing the position.
- 8.3.7. **Live bets:**
- (a) Live bets are identified by a running event time. These bets are explicitly open to betting even after the event has begun. The odds are continually adjusted to the current run of play. Since up-to-date data is of the essence, live bet odds are only shown on special screens or on the internet.
  - (b) Once the Company has accepted a live bet it can no longer be cancelled.
  - (c) If data transmission is delayed and/or TV reporting is time-delayed during live bets, resulting in a major change in the run of play not being taken into account in the odds, the Company reserves the right to evaluate any bets placed as invalid.
  - (d) For every live bet, the current result/latest score is always quoted. The bet is invalid if the latest score quoted is significantly incorrect.

- (e) Furthermore, the general betting rules and the rules for sports also apply to live bets.
- (f) In the event of a match starting but not being completed, all bets will be void, unless the specific market outcome is already determined, or unless there is no conceivable way the game and/or match could be played to its natural conclusion without unconditionally determining the result of a specific market. For example, a game is abandoned at 9-7: bets on Over/Under 16.5 Game - Total Points are settled as winners/losers respectively since any natural conclusion to the game would have yielded at least 18 points.

8.3.8. **Sports.** We accept bets/wagers for sporting and other special events that are advertised on the Website. All such bets/wagers are subject to the rules applicable to each sport, e.g. Soccer, Tennis, Boxing, etc. Detailed bet specifications may be found [here](#).

#### 8.4. **Winnings and determination of winnings**

8.4.1. Winnings on bets will be calculated according to the rules of the relevant type of bet, e.g. winnings with fixed odds on betting products are calculated by multiplying the odds with the wager.

8.4.2. League matches or matches within a tournament such as Cup matches which are ended by the referee before completion of the scheduled playing time, will be evaluated according to the final score at the time, if the referee declares the match legal with the final whistle and the match is added to the official tables and is not replayed or continued at a later stage.

8.4.3. We aim to evaluate bets as quickly as possible. Once evaluated, the winnings are then automatically credited to the account. If possible, the evaluation is carried out early while the event is still running, provided that the results required for evaluation are available. This applies to bets, for example, to "Over 2.5 goals" if a third goal is scored in the match. Usually, confirmation of the relevant match events (e.g. goal, corner, goalscorer) is awaited before settlement. We reserve the right to void settlement of bets if game events are corrected during or after the game (e.g. as a result of VAR interventions or changes to the goalscorer). Corresponding bets remain valid and will then be re-settled according to the corrected results. There is no right to winnings from incorrectly settled bets.

#### 8.5. **Cashout**

8.5.1. The Company offers the possibility of full or partial buy-back of single and combined (combi/parlay) bets during (live)matches via the Cashout option on selected events and markets.

8.5.2. The Company reserves the right to suspend, remove or change the Cashout option at any time. Whether the Cashout option is available for a given market or event is at the sole decision of the Company.

8.5.3. Whenever the Cashout is available, you will have the possibility to request the settlement of the bets before the actual result is determined immediately, or in case of relevant regulatory requirements, within the timeframes defined by the licensing requirements. The request is subject to acceptance by the system.

8.5.4. The Cashout amount offered is calculated on current odds and therefore subject to change correspondingly. The amount shown at any time is the amount that will be returned to your account upon acceptance of the request. If between the request and the system acceptance the price changes, you will be prompted to confirm the new value displayed. There is usually a time delay between the application and the execution of the cashout. Among other things, changes in odds or the blocking of betting opportunities can lead to the application being rejected without further justification. Successful applications will be marked as such and the value will be credited to your gaming account as soon as possible and in accordance with this T&C.

8.5.5. If Cashout is available for an event or market, it will be clearly indicated with a button available at the end of each bet. The button shows the value of the bet worth at that specific time.

8.5.6. Any bonus on potential winnings of a combi bet due from combi bonus, will not apply if Cashout has been used to close/settle the bet in full.

8.5.7. Bets settled using Cashout in full will not count towards the wagering requirements of any active bonuses.

8.5.8. The Company reserves the right to accept or decline any bet request for any market, event, competition, etc. that may be included in the Cashout functionality.

8.5.9. The Company reserves the right to void a Cashout if it was accepted when the result of the event, market or bet was already known and/or reverse it if the market or event is settled in error.

8.5.10. The Company is not liable if the Cashout is not available for technical or other reasons, including but not limited to in case of any malfunctions of the auto-cashout option. In such a case, bets will be settled according to the actual result.

## 9. ANTI-FRAUD POLICY

- 9.1. The Company has zero tolerance for unfair and advantage play, has introduced a strict Anti-Fraud Policy and utilises various anti-fraud tools and techniques.
- 9.2. The Company has established controls to identify fraudulent actions and unusual or suspicious betting activity and report such activity, an independent integrity monitor, as might be applicable.
- 9.3. The “**unusual betting activity**” is a betting pattern that deviates, including statistically, from the activity otherwise exhibited by players and reasonably expected by the Company or independent integrity monitor, which may indicate potential suspicious activity in the betting, or the underlying sport or other event.
- 9.4. The Company may deem any of the following activities and practices to be considered as suspicious and fraudulent actions:
- (a) irregular playing patterns, unusual betting activity that cannot be explained and is indicative of match-fixing;
  - (b) the manipulation of an event or placing bets on unfair events;
  - (c) participating in any type of player collusion, including but not limited to, the use of devices and/or bots that distort gameplay;
  - (d) playing in breach of the generally accepted principles of a fair play, including but not limited to misuse of inside information, engaging in any Prohibited Activity;
  - (e) development of strategies aimed at gaining of unfair winnings;
  - (f) fraudulent actions or any other unlawful activities against the Company, any other online gaming operators or payment providers;
  - (g) placing deposits without an intention to use them exclusively for entertainment purpose;
  - (h) chargeback transactions with a credit card or denial of some payments made, denial and/or requests for the deposit reverse/ repayment;
  - (i) creating two or more gaming accounts by one person, or playing from one account by more than one person;
  - (j) using means of payment which are not registered in your name;
  - (k) connecting the Website via use of VPNs;
  - (l) providing any misleading information or documents to the Company;
  - (m) taking unfair advantage of any bonus programs or offers of the Company, and/or any other promotions or loyalty programs the Company;
  - (n) placing bets after the outcome of the event becomes known, or after a selected player or team gains a significant advantage;
  - (o) equal, zero or low-margin bets or hedge betting for bonus play-through requirement purposes;
  - (p) placing single bets equal to or in excess of 30% or more of the value of the total balance (including any given bonus) until such time as the wagering requirements for that bonus have been met;
  - (q) other types of cheating and unfair game as determined by the Company in its sole discretion.
- 9.5. The “**unfair event**” includes, but is not limited to, a situation when the outcome of the event was completely or partially predetermined as the result of collusion between its members and/or a third party, or when a contractual match took place, as it defined in the rules for the conduct of relevant sports events, or when there was illegal influence on the result of an official sports event or other event. The suspicion of the Company in the presence of an unfair event is justified, in particular, when a suspicion comes from a national, international or foreign organisation specialising on the detection, prevention or opposition to match-fixing or other sports with a pre-determined result (for example, Tennis Integrity Unit (TIU), Early Warning System GmbH (EWS), FederBet AISBL).
- 9.6. While using the Website, making any deposits to and/or withdrawals from the gaming accounts, placing bets etc., you agree to adhere and observe to the generally accepted principles of fair play. You shall not make or attempt to make any chargebacks, and/or deny or reverse any payment that you have made to deposit the gaming account, as well as not to handle any other suspicious or fraudulent activities. You shall not take advantage of any Error (as defined below) to place bets, use or withhold any amounts mistakenly credited to Your gaming accounts, or act otherwise against the generally accepted principles of fair play.
- 9.7. The Company constantly will review and analyse your behaviour on the Website for any suspicious and fraudulent actions. The transactions from, to and with the use of the gaming accounts are and will be checked by our Compliance and Anti-Fraud departments. In addition, the Company will establish

controls to identify unusual, suspicious or fraudulent activity and may report such activity to an independent integrity monitor, the MGA sport events organisers or other third parties as might be envisaged by applicable laws and regulations.

- 9.8. To ensure the principles of fair play are observed at all times, the Company undertakes to investigate all complaints submitted by you or other players about unfair treatment, cheating and collusion. Information about the Company's policies and procedures to deter, prevent and detect unfair behaviour, cheating and collusion, including the suspension or disabling of accounts and any recovery of funds, will be made available to the public on request.
- 9.9. Where an investigation, whether initiated by the Company or as a result of your complaint, results in the suspension or disabling of a gaming account, records of the investigation identifying the activities, the reason for the investigation (including whether it was initiated as the result of a player complaint) and any relevant evidence should be retained in accordance with applicable laws and regulations.
- 9.10. You agree to reimburse and to indemnify the Company any losses, expenses and costs incurred by us as a result of or in connection with any suspicious or fraudulent activities You make, are involved or are suspected by the Company to be involved in, including but not limited to for any charge-backs, denial or reversal of payments.
- 9.11. The Company undertakes to make available our Anti-Fraud Policy available to you on request.

## **10. ERRORS, OMISSIONS AND LIMITATION OF LIABILITY**

- 10.1. The Services and the Software are provided "As Is". The Company will do its best to prevent and to cure any technical errors, malfunctions, breakdowns, mistakes, network interruptions, bugs, viruses or other technical issues, and/or appearance of any misleading information on the Website, which may influence your ability to use the Website, play any game and/or receive any funds in connection therewith (the "Errors"). However, you are hereby warned that various Errors, including service interruptions and problems with the speed of connection or processor, may have, or appear to have, an effect on the game.
- 10.2. YOU ACKNOWLEDGE AND CONFIRM THAT THE COMPANY CANNOT, HOWEVER, PREVENT ALL ERRORS, INCLUDING SERVICE INTERRUPTIONS, PROBLEMS WITH SPEED OF CONNECTION OR PROCESSOR AND OTHER TECHNICAL ISSUES, HUMAN ERRORS, ANY ERRORS IN THE WEBSITE CONTENT AND OTHER BREACHES OF THESE T&C. THE COMPANY, HOWEVER, MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY OF THE SERVICES OR THE SOFTWARE OR INFRINGEMENT OF APPLICABLE LAWS AND REGULATIONS. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE LIES WITH YOU. THE COMPANY MAKES NO WARRANTY THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS OR REPRESENTS THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SERVICES.
- 10.3. If you discover any thereof while using the Website, become aware that your gaming account has been mistakenly credited or decreased etc., you must immediately stop using any services on the Website and inform Customer Support respectively.
- 10.4. Requests for the refund of mistakenly decreased amounts must be submitted by You to Customer Support in any case not later than within 30 (thirty) days after you discover or should have discovered the relevant loss took place. For the avoidance of doubt, you will be deemed to discover (be aware of) the occurrence of the decrease in your gaming account balance, once you log in to your gaming account after the respective decrease of the balance.
- 10.5. In case of any Error or other deficiency the Company will promptly investigate the case and all details involved and will do its best to correct the discovered Error or deficiency within the shortest possible terms and to recover game outcomes or sport and event betting transactions as a case may be. In cases where that is not possible, including where game outcomes or sport and event betting transactions are not recoverable, the Company shall take any such measures as might be necessary to mitigate the negative consequences of the Error. For this purpose, the Company reserves the right to cancel, void, and/or make any relevant recalculations and adjustments to any transactions, bets, results of the game, payouts and/or allocations made or to be made as a result of or in connection with any

Error or other breaches of these T&C, as well as any associated, related transactions, bets, results of the game, payouts and/or allocations. In doing so, the Company shall act in a manner that is appropriate, fair and clear to you and all parties involved and shall ensure that you and other parties involved do not suffer disproportionate consequences.

- 10.6. You agree that you are free to choose whether to use the services or other products available on the Website and do so at your sole option, discretion and risk. The Company shall not be liable to you or any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your, or any third party's, use of the Software (as defined below) or the services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated winnings), business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage). The Company shall not be liable in contract, tort or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use, of any link contained on the Sites. The Company is not responsible for the content contained on any Internet site linked to from the Sites or via the Services. You confirm that the Company shall not be liable to you or any third party for any modification to, suspension of or discontinuance of the Software or the Services.
- 10.7. Nothing in these T&C will operate so as to exclude any liability of the Company for death or personal injury that is caused by the Company's gross negligence.
- 10.8. For the avoidance of any doubts, the Company does not guarantee reimbursements or refunds of any losses which may be suffered by you as a result of or in connection with any Error being not on the side of the Company. Errors originating from your side or any third party side, including but not limited to on the side of network or hosting services providers, payment providers etc. Errors arising out of or in connection with any computer viruses or other malicious code elements, dangerous or destructive files, which can spread or in any other way affect the software and hardware while you are using the Website shall not be regarded as an Error on the Company's side.
- 10.9. The Company has a right to withhold any amount mistakenly credited to your account, as well as any winnings and other benefits obtained by you as a result of using such mistakenly credited amount (the "Disputed Amount"), or if envisaged by applicable laws to transfer the Disputed Amount to its beneficial owner, state or other authority as a case may be. For this purpose, the Disputed Amount will be debited from your gaming account.
- 10.10. If prior to the Company becoming aware of the mistake you withdraw funds that do not belong to You, without prejudice to other remedies and actions that may be available by these T&C, applicable laws or otherwise, the Disputed Amount will constitute a debt owed by you to the Company which, among others, may be offset against your gaming account balance.
- 10.11. In some cases, the Website may provide links to other sites created and maintained by other third parties. Please note that these links are provided solely for your information and convenience. The Company is not responsible for the privacy practices and or content of those websites unless such websites are owned or administered by the Company.

## **11. PRIVACY & COOKIES POLICY**

- 11.1. Please note that the Company will collect and process your personal data and other information for the purposes of operating the Website and complying with its obligations under applicable laws and regulations. All details and procedures on how the Company or selected third parties may use a variety of technologies that store or access information already stored on your personal computer, laptop, tablet or mobile phone, whenever you visit or interact with the Website or our applications, as well as how your personal data will be collected and processed, including shared with the third parties, by the Company are set out in our Privacy Policy and Cookies Policy. Please make sure that you fully understand them prior to the registration of your gaming account and further use of the Website.

## **12. INTELLECTUAL PROPERTY**

- 12.1. The Company, its affiliates and other right holders shall be the sole owner(s) of NEOBET trademark, the Company's logo and any other trademarks that may be available on the Website. Any unauthorised use of the mentioned trademarks may result in prosecution.
- 12.2. The Company is the owner or the rightful licensee of the rights to the technology, software and business systems used on the Website, including all updates thereof (the "**Software**"). Such technology, software, the contents and structure of the Website are subject to copyright © and database rights in the name of

the Company and its affiliates or their lawful licensors. All rights reserved. The copyright in this Website, including all text, graphics, code, files and links to the Website may not be reproduced, transmitted or stored in whole or in part without our written consent.

- 12.3. The Company grants you a limited licence to download (if necessary) and to use the Software for the use of the Website, provided that you comply with these T&C. In some cases, separate end-user licence agreements may apply to your use of the third-party Software. You will only use the Software to play on the Website in accordance with these T&C. If you become aware that the Software is being used in any manner not authorised by these T&C, you must immediately notify the Company. You undertake not to (a) reverse engineer or decompile (whether in whole or in part) the Software; or (b) make copies, modify, reproduce, transmit, alter or distribute the Software or all or any part of the site or any material or information contained on it. Any unauthorised use or reproduction may be prosecuted; (c) use the Software for any unlawful purposes or for the purposes of sending or transmitting any data or other material: in a manner that constitutes a violation or infringement of the rights of any third party (including but not limited to intellectual property rights); that has harmful or destructive or damaging properties; that may constitute any form of collusion; or which is likely to cause harm or damage to the computer systems, network or equipment of any third party.

### **13. BREACH OF THESE TERMS AND CONDITIONS & OTHER TERMS**

- 13.1. If you breach or the Company has reasonable grounds to believe that you have breached or intend to breach these T&C, the Company may retain any positive balance then existing in your gaming account on account of any potential or actual damages or other amounts owed by you to the Company pending investigation and/or the conclusion of any legal proceedings.
- 13.2. The Company reserves the right to suspend, and/or cancel, and/or void, and any deposits, withdrawals, bets, and/or allocation of any bonuses on the gaming account, and/or to suspend provision of any services or products to you, and/or block your gaming account for any transactions, and/or deactivate/close the later:
- (a) before your initial or any subsequent identification and verification is fully performed to the satisfaction of the Company as envisaged by these T&C and the Company's AML/KYC policies and procedures;
  - (b) if the payment provider rejects to process the relevant payment for any reason, and/or deposits have not been confirmed by the payment provider of the servicing bank, and/or deposit funds have not been actually received on accounts of the Company;
  - (c) if the Company discovers you are in breach of any limits or restrictions envisaged by these T&C, imposed by yourself or by the Company;
  - (d) if the Company has reasonable grounds to believe that you have signs of gaming addiction and/or any other problems with responsible gambling;
  - (e) if you are or the Company suspects that you are or might be in breach with these T&C or abusing these T&C, including but not limited to as a result of processing the relevant deposit and/or withdrawal as a case may be;
  - (f) if you committed or have been involved in or the Company suspects you committed or have been involved in any suspicious, fraudulent or other illegal activity, and/or the Company loses trust in you (this may be, for instance, if you cannot explain to the Company your betting history during the verification of the fairness of the bid, reasoning and principles why a bet was made or address any other questions which might be raised by the Company in its sole discretion);
  - (g) if any Error is discovered as detailed above and/or in any other cases set forth by these T&C, and/or applicable laws, and/or at the Company's sole discretion.
- 13.3. If any deposit, bonus, bet, or withdrawal is cancelled and/or voided pursuant to these T&C, the Company reserves the right at its sole discretion to cancel any other transaction (including allocation of any winnings or losses) which is associated with or is derivative from the deposit, bonus, bet, withdrawal cancelled or voided pursuant to these T&C as set forth above.
- 13.4. If the Company finds that you have or any person for your benefit has opened on the Website two or more gaming accounts, the Company reserves the right to close the superfluous gaming account(s) held by you or any third person acting on your behalf and transfer all the funds from such accounts to a single gaming account, and/or forfeit any funds held on such gaming accounts.
- 13.5. You agree to fully indemnify, defend and hold the Company, its affiliates and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result:

- (a) of any breach of these T&C by you;
  - (b) violation by you of any law or the rights of any third party;
  - (c) use by you of the Website or Software or use by any other person accessing the Website or Software using your user identification, whether or not with your authorization; or
  - (d) acceptance of any payouts.
- 13.6. All measures of protection set forth in this section directly above may be applied by the Company together with or separately from any other measures of protection envisaged by these T&C and/or applicable laws. Application by the Company of any of measure protection as envisaged by these T&C and/or applicable laws does not waive its right to apply any other measure of protection envisaged hereby or applicable laws.
- 13.7. The player has no right to transfer, assign, novate or otherwise dispose of its rights and obligations under these T&C to any third party without receipt of the Company's written consent. The Company reserves its right to transfer its rights and obligations under this T&C to a third party by giving a notice to the player, unless otherwise is directly set forth by applicable laws.

#### **14. CUSTOMER SUPPORT, GOVERNING LAW, DISPUTES AND COMPLAINTS**

- 14.1. Should you need any information, or clarification regarding the use of the Website, or in case of dissatisfaction, any claim or dispute, including but not limited to those which relate to unfair treatment, cheating and collusion, you can contact our Customer Support via the live chat and/or by sending an email to [support@neo.bet](mailto:support@neo.bet). Please note that complaints regarding specific transactions (deposits, withdrawals, bet placement, etc.) will only be accepted within 30 days after the original transaction takes place.
- 14.2. These T&C 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 Malta.
- 14.3. The Company endeavours to handle the complaint within one week of receipt, unless a special investigation is required, in which case the Company may extend the term for up to 30 days.
- 14.4. While submitting a complaint you undertake at all times to cooperate with the Company in good faith and to provide us with all the relevant information or evidence which the Company reasonably requires to review your complaint, claim or dispute.
- 14.5. In case of disagreement with the decision, you can contact and refer the dispute to the following independent, accredited arbitration body: Pardee Consult (<https://adrbypardee.eu/online-dispute-resolution-form/>).
- 14.6. Alternatively, a dispute can also be submitted to the EU-ODR platform (<https://ec.europa.eu/consumers/odr/>). In step 2 of the process, Pardee Consult shall be named as the conciliation body preferred by the trader.
- 14.7. Should you not be satisfied with the way your complaint was resolved or handled, you have the right to bring disputes to the MGA by reaching them at <https://www.mga.org.mt/support/online-gaming-support/>. It is important that only complaints of a serious nature are escalated to the MGA.
- 14.8. Any dispute or claim which may arise out of or in connection with these T&C shall be finally settled by the courts of Malta. Each party agrees that a final judgement in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law.