

Terms and Conditions

Last Updated: 22nd July 2019.

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR PARTICIPATION ON MACTCHBETS SPORTSBOOK AND/OR MATCHBETS CASINO.

Welcome to Matchbets Sportsbook and Matchbets Casino! We offer a range of fun and exciting gaming and wagering opportunities through our websites, apps, and betting services, as described below in more detail. As for any game, there are various rules to play, and by accessing our Services, you agree to abide by these rules. Please review them carefully. The Matchbets Sportsbook and Matchbets Casino Terms & Conditions (the "Terms") governs any access to and use of the Services, regardless of what game you play. Of course, if you have any questions, please contact Us.

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1. Who We Are

1.1. The website WWW.MATCHBETS.COM (the “Matchbets Sportsbook Website”) and the mobile, tablet and any other Matchbets Sportsbook apps (all of which together are referred to as the “Matchbets Sportsbook Betting Apps”) are operated and controlled by ESGS PROCESSING SERVICES LIMITED OF AVLONOS, 1, MARIA HOUSE,, 1075 NICOSIA, CYPRUS AND IS A BRAND OF ESGS INFORMATION SERVICES LTD., REG# 214163 - GLOBAL GATEWAY 8, RUE DE LA PERLE, PROVIDENCE, MAHE, SEYCHELLES. LICENSED TO CONDUCT ONLINE GAMING OPERATIONS BY GOVERNMENT OF CURACAO LICENSE NO 365/JAZ SUB-LICENSE GLH-OCCHKTW0709012019.

The Matchbets Casino Website and the Matchbets Sportsbook Website will be collectively referred to herein as the “Websites.” The Casino Betting Apps and the Matchbets Sportsbook Betting Apps will be collectively referred to herein as the “Betting Apps.” You will be required to establish an account in order to use the services offered by Matchbets hereunder.

1.2. References in these Terms to “Matchbets”, “Matchbets Casino”, “Matchbets Sportsbook”, “we”, “us” or “our” will be to Matchbets Casino and Matchbets Sportsbook Services.

1.3. Together, the Websites and the Betting Apps are referred to collectively herein as the “Matchbets Casino and Matchbets Sportsbook Services”. Together, Matchbets Casino and

Matchbets Sportsbook Services and the Additional Gaming Services (as defined in Clause 2.2) are referred to collectively herein as the “Services”.

1.4. We reserve the right for each or any member of the group of companies (“Matchbets GROUP”) to exercise any of the rights or obligations of any other member of the Matchbets Group under these Terms.

2. These Terms & Conditions and Your Relationship with Matchbets Sportsbook and Matchbets Casino

2.1. By visiting the Websites and/or by registering and/or using the Services, you understand and agree to be, and are, bound by the following:

2.1.1. these Terms;

2.1.2. our [Privacy Policy](#);

2.1.3. the [House Rules](#); and

2.1.4. all such other of our terms and conditions, rules or policies as they relate to any applicable Services (e.g., rules for a particular Game (defined below)), promotions, bonuses, special offers or any other condition of your use of the Services from time to time and are deemed to have accepted and understood all of the above.

2.2. In addition, where you use any of the betting or gaming services referred to in this Clause 2.2 (“Additional Gaming Services”), you also agree to be bound by the terms and conditions associated with each of those services, including, but not limited to, the terms and conditions of third party service providers where indicated:

2.2.1. Sportsbook: Terms and Conditions/House Rules for Matchbets Sportsbook(link)

2.2.2. Casino: Terms and Conditions for Matchbets Casino(link)

2.2.3. Live Dealer: Terms and Conditions for Matchbets Casino Live Dealer(link)

2.3. All of the terms and conditions, rules and policies referred to in Clauses 2.1 and 2.2 shall be collectively referred to as the “Terms”.

2.4. By accessing, using or otherwise participating in the Services, you accept and agree to be legally bound by these Terms, whether or not you sign-up as a member of the Services. If you do not agree to accept and be bound by the Terms, please discontinue your use of the Services and Websites and Betting Apps. It is important that you review these Terms regularly. We may impose limits on certain features, activities, offers, promotions or services and may restrict, suspend, terminate your access to the Services or your ability to participate in activities, offers, promotions or Services, in whole or in part, at any time and for any or no reason, with or without prior notice and without liability.

2.5. If you wish to confirm the version of the terms and conditions you accepted at the time of registration and receive a copy please contact Us.

3. Amending the Terms of Use and/or Services

3.1. Matchbets reserves the right to amend the Terms at any time, as may be required for a number of reasons, including, without limitation, for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. Where we wish to make material changes to the Terms, you will be notified of material changes before they come into effect. Any such revision will be binding and effective from such date as is specified in such notice. Your continued use of the Services will be deemed to be your acceptance of any changes we may make. The date on which each relevant document comprising the then current Terms came into (or will come into) force will be as stated in the date contained at the top of the Terms and Conditions page. Please check these Terms frequently for updates.

3.2. Matchbets may, in its absolute discretion, alter or amend or withdraw any betting or gaming from the Services or any part thereof, at any time, and may alter prices, features, specifications, capabilities, functions and/or other characteristics of the bets, Games and/or Services.

3.3. Matchbets may also at its discretion engage new or alternative third party service providers in respect of Additional Gaming Services or any other of its Services. By registering or playing with any such third parties, you thereby provide your consent to any applicable additional terms and conditions of such third parties as they may be amended from time to time, including, but not limited to, any change to the third party service provider itself.

4. Pre-Conditions to Opening an Account

4.1. Excluded Persons. The following people are not permitted to establish an account with Matchbets Sportsbook and Matchbets Casino (each an "Excluded Person"):

4.1.1. The Governor or Lieutenant Governor of CURACAO;

4.1.2. Any CURACAO state officer or employee or special state officer or employee as defined in the Casino Conflicts of Interest Law;

4.1.3. Any member of the CURACAO judiciary;

4.1.4. Any member of the CURACAO legislature;

4.1.5. Any resident of Curacao, USA or France;

4.1.6. Any person employed as (i) a casino key employee, (ii) a gaming employee, key employee or principal employee of a slot machine licensee

4.2. Underage gaming. PLEASE NOTE THAT ANYONE UNDER THE AGE OF 18 YEARS OLD FOUND TO BE USING THE SERVICES, AS WELL AS ANYONE WHO FACILITATES

SOMEONE UNDER THE AGE OF 18 YEARS OLD USING THE SERVICES, WILL BE REPORTED TO LAW ENFORCEMENT AND WILL BE SUBJECT TO OTHER LEGAL PENALTIES. UNDERAGE GAMBLING IS A CRIMINAL OFFENSE AND ANYONE WHO FACILITATES GAMBLING BY A PERSON UNDER THE AGE OF 21 HAS COMMITTED A CRIMINAL OFFENSE AND SHALL BE PROHIBITED FROM INTERNET GAMING.

Matchbets takes its age-verification responsibilities very seriously. We carry out age-verification checks on all customers at the time of Account establishment. We may ask for information to verify your age and identity and can restrict or suspend your Account until your age is confirmed. By signing up for an Account (defined below), you consent to our confirmation of your age and identity.

4.3. Pre-Conditions. In order to register a Matchbets Sportsbook and Matchbets Casino Services player account (each an "Account") with us, you hereby agree, represent and warrant that:

4.3.1. you are at least twenty-one (18) years of age. It is an offence for anyone under the age of (18) to open an Account or to gamble with Matchbets Sportsbook or Matchbets Casino. We reserve the right to request proof of age documentation from any applicant or customer at any time and to void any wagers made by or on behalf of minors;

4.3.2. you agree to provide accurate registration information when opening your Account, including, without limitation, your correct date of birth, the last four digits of your social security number, your current address, email address and personal telephone number. You further agree to inform us of any changes in such details;

4.3.3. you acknowledge that you are opening a non-transferrable Account with Matchbets Sportsbook or Matchbets Casino solely for your personal use, and are acting as a principal and not as an agent on behalf of a third party;

4.3.4. you will not attempt to sell or otherwise transfer the benefit of your Account to any third party and nor will you acquire or attempt to acquire an Account which has been opened in the name of a third party;

4.3.5. you are entirely responsible for complying (and that you comply) with your own local, national, federal, state or other laws concerning betting and gaming prior to opening an Account, placing any bets, stakes or wagers (together "Bets") or using the Services.

4.3.6. you are legally capable of entering into binding contracts, including these Terms and each subsequent Bet (which shall be governed by these Terms);

4.3.7. you are not prohibited for any reason from betting with us or from using the Services; and

4.3.8. you are not currently subject to a self-exclusion from a Matchbets Sportsbook or a Matchbets Casino account and neither we nor any other operator has excluded you from gambling.

4.4. Prohibited Matchbets Sportsbook Participants. Any individual whose participation may undermine the integrity of the wagering or the sports event or for other good cause, including but not limited to: (i) any individual placing a wager as an agent or proxy; (ii) any person who is an athlete, coach, referee, a player or a referee personnel member, in or on any sports event overseen by that person's sports governing body; (iii) a person who holds a position of authority or influence sufficient to exert influence over the participants in a sporting contest, including but not limited to coaches, managers, handlers, athletic trainers, medical provider, or horse trainers; (iv) a person with access to certain types of exclusive information on any sports event overseen by that person's sports governing body, or (v) a person identified by any lists provided by the sports governing body to the NJDGE and the NJRC or the PGCB, shall not be permitted to wager on any event governed by the league or sports governing body with which they are affiliated. Any employee of a sports governing body, or one of its member teams, who is not prohibited from wagering as described above shall register with the NJDGE prior to placing a sports pool wager.

4.6. Violation of Clause 4. In the event that you are found to have breached any of the terms in Clauses 4.1, 4.2, 4.3, 4.4 or 4.5:

4.6.1. we may cancel any Bet you may have placed;

4.6.2. we shall not be obliged to pay any winnings which might otherwise have been payable in respect of any Bet you placed; and

4.6.3. we may refer the matter to the police, guardians or family members, or any other appropriate regulatory authority.

5. Opening an Account

5.1. In consideration of our accepting your application to establish an Account, you represent (and acknowledge that we, the license holder, may rely on these representations) as follows:

5.1.1. You have read and agree to abide by all of these Terms;

5.1.2. You are not an Excluded Person;

5.1.3. You are eighteen (18) years of age or over, of sound mind and capable of taking responsibility for your own actions and that you can enter into a legally binding agreement with us;

5.1.4. You agree to provide accurate Account opening information, including, without limitation, your correct date of birth;

5.1.5. You will not allow any other person to access or use your account with Matchbets Sportsbook or Matchbets Casino;

5.1.6. You will refrain from wagering on Matchbets Sportsbook unless you are physically present in the **USA, Curacao, France, UK, Netherlands, Belize, Aruba, Bonaire, Saba, Statia and St. Martin**;

IMPORTANT NOTE: IF YOU DO USE A VPN TO GAIN ACCESS TO THE ACCOUNT FROM ONE OF THE PROHIBITED COUNTRIES YOUR ACCOUNT WILL BE CLOSED AND YOUR DEPOSIT WITH BE FORFEITED.

5.2. Employees of the Matchbets Casino Group may not open an Account or register on the Websites or for any of the Services, whether in their own name or on behalf of a fellow employee, friend, relative or anyone else.

5.3. It is prohibited for players, deliberately or otherwise, to transfer money from one (1) Account to another for any reason.

5.4. Your participation in the games and sports wagering is personal and not professional;

5.5. You are solely responsible for recording, reporting, paying, and accounting for any tax that may be payable on any winnings to any relevant governmental or taxation authority;

5.6. You are solely responsible for the acquisition, supply and maintenance of all of the computer equipment, and telecommunications networks, and Internet access services, and of all other consents and permissions that you need to use in order to access our Services;

5.6.1. You fully understand the methods, rules, and procedures of the games and sports wagers, and, where and when appropriate, will seek advice or help when using our Services;

5.6.2. You will place all wagers on games and sports events through the various user interfaces provided on our Websites and you will not wager through other means, including a robot player or equivalent mechanism (a "bot"). The use of programs designed to automatically place Bets within certain parameters (i.e., bots) is not permitted on any games or sports events on any part of the Websites;

5.6.3. You will not choose a nickname and/or alias that is defamatory, offensive, pornographic or in any way intended to impersonate a real person or brand. Matchbets reserves the right to amend your nickname and/or alias in its absolute discretion if it believes you have breached this representation;

5.6.4. You will not make offensive comments, use offensive or pornographic material or make potentially defamatory or inflammatory remarks in relation to any 'chat' or 'forum' facilities we provide and you accept that any postings made by you can be passed on to the relevant authorities should we deem this appropriate;

5.6.5. You will not disguise or interfere in any way with the internet protocol ("IP address") of the computer or other Device (defined below) you are using to access the Services or otherwise take steps to prevent us from correctly identifying the actual IP address of the Device you are using while accessing the Services; and

5.6.6. You accept and agree to abide by the rules of the games and sports wagers as set out on the Services, and any rules and terms for any promotions or loyalty programs in which you participate as set out on the Services from time to time.

6. Account Security

6.1 Matchbets Gaming will take reasonable steps to prevent unauthorized access to your Account information. You are responsible for maintaining the security and confidentiality of your Account. In particular, you agree to keep your username and password strictly confidential. You are responsible for any misuse of your password. Provided that we have been correctly supplied with the Account information requested, we are entitled to assume that offers and payments are made by you. You should change your password on a regular basis and never disclose it to any third party. You undertake to protect your username and password in the same way that you would in respect of your bank cards. Any failure to do so shall be at your sole risk and expense. If a third party accesses your Account, you are solely responsible for that third party's actions, whether or not that third party's access was authorized by you, and you hereby indemnify Matchbets, harmless against all costs, claims, expenses, and damages howsoever arising in connection with the use of or access to your Account by any third party. You will not attempt to sell or otherwise transfer the benefit of your Account to any third party, nor will you acquire or attempt to acquire an Account which has been opened in the name of a third party. Subject to the foregoing, Matchbets will not be liable for any loss that you may incur as a result of misuse of usernames or passwords or from any unauthorized use of your Account, whether fraudulent or otherwise. You agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection with the use of, or access to, your Account by any third party as a result of your negligence, breach of these Terms, fraud, dishonesty or criminal activities.

6.2. Please contact us as soon as is possible if you have lost or forgotten your Account details. You agree to inform us as soon as is possible (by telephone, where possible) if you believe that your Account information is being misused by a third party so that we may suspend your Account to prevent further abuse.

6.3. To retrieve a forgotten password, you can click on the "Forgot Password" link on the login page. When you click on the link, you will be asked to insert your email address. You will be emailed a link that will direct you to a change password page. Upon changing the password, you will be directly logged in.

6.4 You have the option of enabling strong authentication on the Patron Protection Page. When you enable strong authentication, upon login, you will be prompted to answer two security questions in addition to being prompted to enter your password. The Player Protection Page provides account security tools and information, such as a description of what strong authentication is and how a player may enable it. It also includes responsible gaming information and links to resources as required by PGCB. The PPP describes tools users can employ to limit play and also the process to self-exclude.

6.5. We recommend that you disable any automatic password memory in your browser prior to using the Services. This will help to limit the risk to you of unauthorised use of your Account.

6.6. You are responsible for configuring your client terminal's auto-lock feature to protect the client terminal from unauthorized use.

6.7. Matchbets reserves the right to refuse to register you as an Account holder, either with or without cause. Matchbets reserves the right to suspend or terminate your Account at any time, either with or without cause, upon notice (we will use our reasonable efforts to give such notice to you either before or after suspending or terminating your Account). Following termination or suspension of your Account, we will try, in the normal course of events, to comply with any valid contractual obligations made in accordance with these Terms.

6.8. The Matchbets Casino Group and any third parties it contracts with in relation to the provision of the Services will hold, use, and share information with respect to your identity, including, but not limited to, your name, address and payment details, in accordance with our [Privacy Policy](#). We rely on this information in entering into these Terms with you. As set out in more detail in Section 27, you agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection with any falsehood or inaccuracy contained in the information you provide to us.

7. Deposits & Withdrawals

7.1. Deposits. To play games for money on the Services or to make Bets on the Services, you need to deposit funds in your Account. All funds in Accounts are held in a separate non set-off account in the name of the casino license holder. Funds deposited via a payment provider may take a few days to clear before they appear in this Account, during which time they will be held in the account of the relevant payment provider. The funds in your Account are held on your behalf to satisfy any payment obligations you may incur as a result of playing the games on the Services, making sports wagers on the Services, or using any of the other products or services supplied by Matchbets. Please note that interest is not payable on the funds held in your Account.

In connection with making a deposit, you represent that:

7.1.1. All the money that you deposit in your Account originates from a payment source of which you are the legal owner;

7.1.2. All money that you deposit in your Account is free from and unconnected to any illegality and, in particular, does not originate from any illegal activity or source; and

7.1.3. All payments made into your Account are authorized and you will not attempt to reverse a payment made into your Account or take any action which will cause such a payment to be reversed by a third party in order to avoid any legitimate liability.

You accept that all transactions may be checked for the detection of money laundering and that any transactions made by you which Matchbets deems suspicious may be reported to the appropriate authorities.

Deposits to your Account can be made using several different and convenient ways, including:

1. DEBIT/ CREDIT CARDS: Debit/credit cards with a MasterCard/VISA logo can be used to make deposits. Please note you may only have three (3) active Debit/Credit Cards linked to your Account at any time;
2. Skrill, Neteller, Much Better, BitCoin, Bitpayz
4. PAYPAL: You can electronically transfer funds from a bank account to your PayPal account and then deposit those funds to your Account.

Credit Card Chargeback Fees. Each credit card chargeback transaction that you initiate will be assessed a \$5.00 fee, applicable against any available cash balance in your Account at the time such fee is assessed. Any credit card chargeback that you initiate requiring pre-arbitration proceedings will further be assessed a \$500.00 fee, applicable against any available cash balance in your Account at the time such fee is assessed.

7.2. Withdrawals. We have a number of controls and checks that take place before any withdrawal request is processed. These checks are part of our ongoing commitment to maintaining the security of our customers' funds. The availability of withdrawn funds is subject to standard banking restrictions.

8. Placing Sports Bets

8.1. Customers can only bet up to the amount held within their Account or allowed by their bank or the limit as set out in the [House Rules](#), whichever is the lesser. The minimum and maximum bet per selection is determined exclusively by Matchbets and is detailed on screen.

8.2. Matchbets reserves the right to accept or decline the whole or part of any proposed Bet.

8.3. Bets placed by credit/debit card or any other means do not become valid until we have received payment or unless, at our discretion, we allow the Bet subject to authorization. If payment has not been received before an event commences, then that bet is automatically void unless we communicate otherwise to you at the time of the attempted placing of the Bet.

8.4. Each Bet will be given an individual number as confirmation of the Bet. Bets will be valid (subject to meeting the criteria for placing a bet laid down in the Terms) if accepted by the Matchbets Sportsbook Bet Server, whether or not the customer receives the bet code. We are not liable for the settlement of any bets where we have not issued a written confirmation

of acceptance of the bet or where we are unable to display that bet in the 'My Account' pages of the Services. It is the customer's responsibility to ensure that all of the details of their bets are correct. Once a bet has been confirmed by Matchbets Sportsbook, that bet cannot be cancelled by the customer. If you have any concern as to whether your Bet has been accepted, please log in and go to the 'My Account' pages of the Services where details of all live Bets entered into by you will be displayed.

8.5. You must exercise your own judgement in placing a Bet and you hereby confirm that you have not relied on the advice of any Matchbets employees relating to any Bet.

8.6. You agree to pay us for all Bets that are placed with us using your Account.

8.7. Bets must be made via the Websites or via the Betting Apps.

8.8. Please familiarize yourself with betting and gaming terminology and how the various bets and games are operated. If you have any questions relating to the foregoing, please contact us. Matchbets cannot accept any responsibility if you place a bet in circumstances where you do not fully understand any of the terms involved or how the bet or game is operated.

8.9. On occasion the prices available across the various Services may not be the same - for example, a price on the Matchbets Sportsbook Website may not be the same as those prices available on other Services. Matchbets accepts no liability for the fact that a customer could have obtained a different price through some other medium.

8.10. Guaranteed prices and other special offers or promotions are available at the discretion of Matchbets and can be restricted on an individual Account basis at any time.

8.11. Matchbets is not responsible for any taxes that may be payable by you whether on any Bets, on any winnings or otherwise.

8.12. With the exception of "Live Betting" events (see Section 10 below for Live Betting rules), Bets are accepted up to the off-time of the event or a predetermined time, whichever is earlier. However, Matchbets Sportsbook may allow a grace period for some sporting events during which Bets will be accepted but we reserve the right to void any or all Bets should we think there has been a significant development in the event prior to placement or purported placement. Matchbets Sportsbook reserves the right to void any Bet if accepted in error after the betting has closed or where the event was resolved or at a stage where the customer could have an indication of the outcome. In such circumstances, we will normally return your stake.

8.13. Matchbets Sportsbook reserves the right to void any or all Bets made by, any group of people acting in conjunction with each other, or any individual acting alone, in an attempt to defraud Matchbets Sportsbook.

8.14. Not all participants are quoted in every event. However, a price is available for almost all entries or outcomes in any event. If you wish to bet on an unnamed selection, please

contact one of our Customer Support agents and we will try to add this selection to the market.

8.15. Matchbets may, at its sole discretion and without any requirement to give reasons, exclude any customer from the Services generally or from receiving selected promotions (e.g., guaranteed best price; bonuses; free bets; enhanced prices; and money-back specials) and any other promotions and offers introduced by us from time to time.

8.16. In the event of there being a dispute over the time at which a Bet was placed or whether a Bet has been placed, then the time at which it was recorded (if recorded) on the transaction log will govern settlement. If an attempted Bet was not recorded on the transactional log, no Bet shall be deemed to have been placed. You should check your Account balance each time you visit the Services.

8.17. It is a condition of our acceptance of bets from you, and by offering to place a bet with us you represent and warrant that:

8.17.1. you are not prohibited from entering into the bet by any term of your contract of employment, these Terms or any rule of a sport governing body or other professional body of which you are a member, which applies to you;

8.17.2. where the bet is placed on the outcome of a race, competition or other event or process or on the likelihood of anything occurring or not occurring ("the event"), you do not know the outcome of the event;

8.17.3. you are not misusing Inside Information (as defined in Clause 8.22) to place a bet; and

8.17.4. you are not a prohibited sport pool participant.

8.18. In the event of any representation made by you in Section 8.17 proving to be false, Matchbets reserves the right to void bets, suspend your Account, and we shall not be obliged to pay any winnings which might otherwise have been payable in respect of the bet.

8.19. In the event of a warning being received by Matchbets Sportsbook in relation to suspicious or irregular betting patterns and possible instances of event manipulation Matchbets Sportsbook reserves the right, in its absolute discretion, to:

8.19.1. suspend its offering on any event or series of events in any of its markets; and

8.19.2. delay and/or withhold payment on any event or series of events until the integrity of such event or series of events has been confirmed:

i. by the relevant sports federation or governing body (where applicable); or

ii. by Matchbets Sportsbook using its reasonable discretion.

8.20. Further, in the case of active event manipulation being confirmed as having taken place on any event or series of events (by the appropriate sports governing bodies or by any

other means), Matchbets Sportsbook reserves the right, in its absolute discretion, to suspend any bets placed on such events, either by any individual identified as having misused Inside Information (defined in Section 8.22) or by any other individual who in the reasonable opinion of Matchbets Sportsbook is connected to, acting in conjunction with, or in any way involved with such individual or the event manipulation.

8.21. We reserve the right to refuse or limit any Bets or bonuses (for example by setting minimum and maximum amounts which will be set out in the [Sportsbook Rules](#), or by setting wagering requirements), or change such limits, at our sole discretion for any reason whatsoever without any obligation to provide you with notice.

8.22. "Inside Information" means any information which has not been made public and, if it were made public, would be likely to have a material effect on the relevant market relating to the event.

Suspension or termination

8.23. Without restricting our ability to rely on other remedies that may be available to us, we may suspend or terminate your Account and/or cancel any Bets placed by you at our absolute discretion if:

8.23.1. We suspect that you:

- i. are engaging in illegal or fraudulent activity while using our Services;
- ii. are breaching any term of these Terms, including the [House Rules](#);
- iii. are taking unfair advantage over us or any other player or are otherwise acting in an unfair manner (for example, by exploiting a fault, loophole or error in our software, by collusion or by any other means);
- iv. may be having difficulties obtaining credit, have become bankrupt or that you may have self-excluded; or

8.23.2. We are required to do so by law.

8.24. Irrespective of whether we suspend or terminate an Account and notwithstanding any other provisions in these Terms, we may decide to cancel or void any bets at our absolute discretion where:

8.24.1. there is a technological failure; or

8.24.2. where in our judgment, acting reasonably, there is a manifest error in the terms of a bet offered to, or placed by, any party.

8.25. If you have a question relating to your Account, it is your responsibility to notify Matchbets at the earliest opportunity, providing as much information as Matchbets may require.

8.26. Following termination or suspension of your Account, Following termination or suspension of your account, we may, in the normal course of business, return any funds in your account. Please contact Customer Service to request any funds held in suspended or closed accounts. However, we reserve the right to withhold the funds in your Account from you pending the determination of any investigation (including any relevant external investigation) where:

8.26.1. we suspect you have acted in breach of these Terms or any other agreement relevant to your activities on our site, including where we suspect the Account has been linked with fraudulent or 'suspicious betting' activity (explained in [Clause 9](#)); and/or

8.26.2. we have to withhold the funds in your Account by law or to comply with any advice, request or instruction from any governmental, regulatory or enforcement authority.

8.27. If an internal or external investigation reasonably demonstrates that you have acted in breach of these Terms, any other agreement relevant to your activities on the Websites or Betting Apps, or that your Account has been linked with fraudulent and/or 'suspicious betting' activity, we reserve the right to seize some or all of the funds in your Account. The disposition of any funds obtained by us in this manner will be at our sole and absolute discretion and/or in accordance with any advice, request, or instruction from any governmental, regulatory or law enforcement authority. In addition, if formally requested by law enforcement, gaming regulators, or taxation or other authorities, or in the event that you fail to provide us with sufficient information to identify yourself in accordance with our internal procedures or those procedures imposed on us by the NJDGE and/or other authorities, we may suspend your Account and all functionality relating to the use of your Account (e.g. bet management and withdrawal of funds) and withhold from you any funds in your Account pending the final determination of any criminal or other legal proceedings or investigation to which such a request may relate or until you provide the necessary 'know your client' or 'age verification' information as appropriate.

8.28. For the avoidance of doubt, at no point during any such suspension or termination period will interest accrue to you on any funds in your Account.

8.29. Your Rights to Set Daily Limits and Exclude Yourself. You have the right at any time to set daily limits for your gaming activity or to exclude yourself from playing games or placing sports wagers on the Services. Details of how to set daily limits or to exclude yourself can be found on the Patron Protection page on the Services. Should you choose to exclude yourself, you will be opted out of all bonuses in accordance with the applicable bonus terms & conditions. Any cashable balance in your Account in the amount of one (1) dollar or more will be mailed to you via a check by the 15th day of the calendar month following the calendar month in which you exclude yourself. Should the cashable balance in your account be less than one (1) dollar at the time you exclude yourself, you will automatically forfeit such balance unless you contact Customer Service within seventy-two (72) hours of completing your self-exclusion request to request a check for such balance.

8.30. Your Right to Suspend Your Account for a Period of Time Chosen by You. You have the right at any time to suspend your Account for a period of no less than seventy-two (72)

hours. Details of how to suspend your Account can be found on the Patron Protection page on the Services.

9. Suspicious Betting

9.1. For the purpose of this Section 9, “suspicious betting” shall refer to where we have reasonable grounds to believe that a Bet or a number of Bets have been placed under suspicious circumstances. Suspicious betting shall include, but not be limited to:

9.1.1. where there is an inordinate frequency and/or highly unusual pattern of Bets (by comparison with betting norms) placed on the same selection(s) in a short space of time;

9.1.2. where there is an inordinate frequency and/or highly unusual pattern of Bets placed on the same selection(s) and where the theoretical probability of said selection(s) winning at the time of bet(s) placement, based on the odds offered on the selection(s) at the time of Bet placement, is largely inconsistent with the theoretical probability of the same selection(s) winning calculated using their starting prices;

9.1.3. where the integrity of an event (or events) has been called into question, including, for example, but not limited to where one (or more) of the participants in an event displays exceptional form which we reasonably believe was known to you or someone connected to you at the time of Bet placement but was concealed from the public generally in order to gain an unfair advantage in any bets placed on that event (or those events);

9.1.4. where we have reasonable grounds to suspect that a bet or a string of connected Bets were placed robotically, by automated means, or otherwise than through the Account holder placing each bet manually via their Account;

9.1.5. where we reasonably believe that you have used unfair external factors or influences connected with the event(s) the subject of any bet(s);

9.1.6. where we reasonably suspect that you have opened duplicate Accounts or where we reasonably suspect that second or subsequent Accounts are under common control with your Account with a view to concealing the true worth, nature or pattern of Bets placed by you or on your behalf, even if the second or subsequent Accounts are opened under different names;

9.1.7. where we otherwise believe, acting reasonably, that you are acting in concert with others or that you are acting other than on your own behalf; or

9.1.8. where we reasonably believe that Bets have been placed from a location or Device other than the location or Device which you claim to have used to place a Bet.

9.2. In the case of any of the activities contemplated by Section 9.1, and without restricting our ability to rely on other remedies that may be available to us, we may, acting reasonably, and depending on the circumstances:

9.2.1. request such further information from you as may reasonably be required by us to investigate whether the Bet or bets constitute suspicious betting for the purpose of Section 9.1;

9.2.2. suspend or withhold payment of any amounts (or any parts thereof) pending the receipt by us of satisfactory evidence from you in order for us to determine (acting reasonably) that a bet does not constitute a suspicious bet as such term is referred to in Section 9.1. For example, but without limitation, where we suspect that a Bet or a string of connected Bets may have been placed robotically or by automated means, we may require you to provide reasonable evidence that each Bet was placed manually by you via your Account. You further acknowledge and accept that we reserve the right, at our sole discretion, to collect and process any information in connection with your betting patterns, personal data, depositing of funds and any other related information and inquiries that will help us to investigate any suspected breach of these Terms;

9.2.3. suspend or withhold payment of any amounts (or any parts thereof), usually for no longer than thirty (30) days but where relevant for such longer period of time as may reasonably be required (for example, pending any investigations by Matchbets, any sports governing body, a gambling regulator, a law enforcement authority or any other third party);

9.2.4. void a bet or a string of connected Bets (including for example multiples) prior to the event. Where possible, we shall communicate to you in advance that the Bet(s) has (or have) been voided prior to the (first) event the subject of the bet(s);

9.2.5. calculate any winnings based on the starting price of the event(s) the subject of the Bet(s). Where possible, we shall communicate to you in advance that any Bet(s) will be settled at the starting price; or

9.2.6. where there is an inordinate frequency and/or unusual pattern of Bets placed on the same selection(s) in a short space of time and where we have reasonable grounds to suspect that the bets are connected Bets, limit the payment of winnings in respect of those Bets (and where necessary with such limitation applied across multiple accounts) to the maximum payout for individual Bets on any particular market or markets as set out in the [House Rules](#).

9.3. Where we have reasonable grounds to believe that you have participated in, or have been connected with, any type of suspicious betting, we shall use our reasonable efforts to investigate such matters, including, but not limited to, through the use of various collusion, suspicious betting, fraud and cheating detection practices which are used in the gambling industry.

9.4. We reserve the right to terminate an Account if we reasonably suspect any of the activities described in Section 9.1 in connection with that Account.

9.5. Where a bet is deemed to be, or is declared void by us prior to an event, any sum deducted from your Account with respect to that bet shall be credited to your Account.

9.6. We reserve the right to seek to recover from you any losses we suffer that are directly or indirectly connected to any of the activities contemplated in Section 9.1. This right is without prejudice to any other rights (including common law rights) that we may have against you, whether under these Terms or otherwise.

9.7. We will not be liable under any circumstances whatsoever for any loss you or any other person may incur as a result of the collusive or other behavior in breach of this Section 9. Further, we reserve the right, but shall not be obliged, to take any other actions in the case of any of the activities contemplated in Section 9.

9.8. In exercising any of our rights under this Section 9, we shall ensure that we exercise such rights in a manner which is fair to you and to our customers generally. If you have any comments or questions in respect of this Section 9, please do not hesitate to contact Customer Service.

10. Gaming

10.1. Certain Games involve peer-to-peer events via the Services where you will be playing against other customers. Please note that we cannot control certain actions of those customers, who may be for example undertaking fraudulent activities such as colluding with other third parties or using unfair external factors or influences. If you suspect a third party is colluding, cheating or undertaking a fraudulent activity, please let us know as soon as possible. We will take reasonable steps to prevent such unacceptable behavior. However, we will not be liable for any loss or damage which you may incur as a result of such third party collusion, fraud, cheating or otherwise illegal activity.

11. Betting Apps

11.1. In addition to the rest of these Terms, and all other terms and conditions that apply (such as rules relating to bonuses or particular games and/or functionalities or any other terms relating to any other Betting App), the following terms and conditions apply to the Betting Apps.

11.2. You accept that using the Betting Apps outside of a WiFi network may result in data charges from your mobile network provider. Matchbets will not be responsible for any data charges incurred as a result of your using the Betting Apps.

11.3. If you suffer a disconnection or exit the application for any reason during a game where a further player action is required, then this game will be resumed from this point when you log back into the application and launch the relevant game. If you have a winning hand(s)/game and are disconnected prior to being able to 'gamble' on a video, poker or slot game, your winnings will be credited to your Account and you will not have the option to gamble when you reconnect. If no further decisions or actions are required in an individual game following disconnection/exit, for example after the wheel spin has commenced in a roulette game, then the game will be settled and the result displayed in your Account history.

12.4. Game rules for individual games can be found within the Betting Apps and on the applicable Website.

13. Winnings & Payment

13.1. All cleared winnings will be credited to the customer's Account. Please see [Section 7.2](#) for details on withdrawal methods.

13.2. Results will be published and confirmed by the relevant governing body or as otherwise generally accepted.

13.3. The maximum payout to any one (1) customer in any twenty-four (24) hour period regardless of the size of stake or number of bets are as set out in the [House Rules](#) or as specified on the Bet Receipt, whichever is the lesser sum. Currency equivalent maximum payouts will apply for any currency not listed in the [House Rules](#).

13.4. It is strictly the duty of the customer to stay within the limits set out in the [House Rules](#) and Matchbets Sportsbook will not under any circumstances pay any amounts in excess of those limits to a customer for any purported winnings exceeding these limits.

13.5. Any questions relating to a bet must be raised no later than six months after the last event in the bet has been settled. We cannot guarantee that we will be able to respond to your question if it is not raised within this time.

13.6. We may use your username and/or first name and/or initials and state and any winnings you may have had for advertising or promotional purposes without additional compensation.

We also withhold taxes on any bet which results in proceeds of \$5,000.00 or more where the winnings are at least 300 times the amount of the wager. We withhold 24% of the proceeds and remit such amount to the Internal Revenue Service (IRS). We also withhold 3% of the proceeds and remit such amount to the State of CURACAO Division of Taxation if you were physically located in CURACAO at the time you placed the bet.

If you are subject to IRS reporting requirements, we will send you Form W2-G summarizing the information for tax purposes by January 31st of the year following the end of the tax year of winning.

14. Errors & Suspected Errors

14.1. Matchbets Sportsbook makes every effort to ensure that no errors are made in prices offered or Bets accepted. However, human and/or systems' error may occasionally result in errors.

14.1.1. Matchbets Sportsbook reserves the right to correct any obvious errors and to void any Bets placed where such errors have occurred.

14.2. In the case of any blatant errors in prices transmitted (including for example where the price being displayed is materially different from those available in the general market and/or

the price is clearly incorrect, depending on all of the circumstances), bets will be settled at the correct price at the time of acceptance (or the Starting Price in the case of horse-racing, whichever is the greater). If a bet is accepted by us on an event where offering a price on the event itself (rather than the price) was in error, the bet will be void and your stake will be returned.

14.3. In the event of errors relating to the random number generators used in certain of the Services, Matchbets Casino reserves the right to void all bets on the games affected and your stake will be returned.

14.4. Should funds be credited to a customer's Account in error, it is the customer's responsibility to notify us of the error without delay. Any winnings subsequent to the error and prior to the notification to us, whether linked to the error or not, shall be deemed invalid and returned to, or otherwise be reclaimable by, Matchbets.

14.5. Any monies which are credited to your Account, or paid to you as a result of an error shall be deemed, pending resolution under Clause 14.1.1 to be held by you on trust for us and shall be immediately repaid to us when a demand for payment is made by us to you. Where such circumstances exist, if you have funds in your Account we may reclaim these funds from your Account pursuant to Section 18.2. We agree that we shall use reasonable efforts to detect any errors and inform you of any such errors relating to you, your engagement with us, or your Account, as soon as reasonably practicable.

14.6. As soon as you suspect or become aware of an error you shall:

- i. immediately cease play; and
- ii. inform us as soon as reasonably practicable of any such error or suspected error.

14.7. Where you have used funds which have been credited to your Account or awarded to you as a result of an error to place subsequent bets or play games, we may cancel such bets and/or withhold any winnings which you may have won with such monies, and if we have paid out on any such bets or gaming activities, such amounts shall be deemed to be held by you on trust for us and shall be immediately repaid to us when a demand for payment is made by us to you.

14.8. If you are incorrectly awarded any winnings as a result of (a) any human error; (b) any bug, defect or error in the Software; or (c) the failure of the relevant games product or the Software to operate in accordance with the rules of the relevant game, then Matchbets Casino will not be liable to pay you any winnings and you agree to refund any such winnings that may have been paid to you as a result of such error or mistake.

14.9. By using our Services, you understand that we reserve the right to change or remove any of these Services at any time.

15. Chargebacks and Cancellation

15.1. You hereby agree, warrant and represent that no chargebacks or other cancellation of deposits will be made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection therewith and to refund and compensate us for any losses we would otherwise incur arising from such actions, including any expenses incurred by us in the process of recovering such amounts.

15.2. Cancellation - We may restrict your access to the Services, suspend or terminate your Account, withdraw your offers for bets, void any bets outstanding to your Account, cancel any unmatched bets or cancel and void any outstanding or matched bets in our absolute discretion without cause at any time, including if:

- i. there is a technological failure;
- ii. we suspect that you are engaging in illegal or fraudulent activity;
- iii. we suspect that you have (or may have) breached any part of these Terms;
- iv. we suspect you are acting in a manner that is detrimental to the conduct of our business or which may result in legal liability for you, us or third parties;
- v. we suspect that your Account's usage could represent 'business usage' ('business usage' includes any use by a betting operator or any use by an individual or organization supplying data or services to a betting operator);
- vi. we suspect that you may be having difficulties obtaining credit;
- vii. we have the right to do so as set out in any of our other policies;
- viii. you are prohibited from entering into a bet by any term of your contract of employment or any rule of a sport governing body or other professional body which applies to you; or
- ix. you place a bet on any sporting match or event in which you take part.

In relation to any cancelled or void bets, we reserve the right to hold any money in your Account relating to these bets to be paid to us or, if there are insufficient funds in your Account, demand that you pay us the relevant outstanding amount relating to these bets.

16. Void Bets & Right of Set-Off

16.1. Matchbets may be required by law to conduct certain checks on customers or those applying to open a new Account. Where we are required by law or otherwise determine to close an Account for a breach of these Terms, your attention is brought to the following terms:

16.1.1. all previous bets will be voidable at the option of Matchbets and any winnings which you have accrued will be forfeited by you and you will return to us on demand any such funds which have been withdrawn from your Account; and

16.1.2. subject to Clause 17.1, any stakes for bets made but for which the event is not yet completed will be returned to you other than in the event of any outstanding chargebacks or any other amounts owed to us at that time.

16.2. Matchbets may at any time set off any amount on deposit in your Account against any amounts owed by you to Matchbets Casino or Matchbets Sportsbook.

17. Fraud

17.1. Matchbets reserves the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and we will disclose such information to the relevant authorities or other relevant third parties (for example, payment service providers) as may be necessary in this regard.

17.2. Matchbets reserves the right to suspend or terminate any Account it believes to be involved in fraud, money laundering and/or any other form of illegal or suspicious activities and to report such details as it reasonably considers are necessary to relevant authorities.

17.3. You undertake that all the money that you deposit in your Account is untainted with any illegality and, in particular, does not originate from any illegal activity or source.

18. Responsible Gambling

18.1. Enjoy legal online gaming and sports betting responsibly and sensibly. Matchbets Sportsbook and Matchbets Casino, we offer a range of different options that can be used to manage your gaming activity at any time. This includes tools which allow you to limit the amount you can deposit or wager, time limits to help you control how much time you spend gaming or the option to exclude yourself from gaming for a period of time. All mentioned limits can be set in the various sections below when logged in. Visit our Responsible Gaming page here.

If you or someone you know has a gambling problem and wants help, call 1-800-GAMBLER.

19. Dormant and Non-Depositing Accounts, Charges and Statements of Account Activity

19.1. Dormant and Non-Depositing Accounts.

19.1.1. Accounts shall be deemed "Dormant" in the event that the account holder does not log in within a twelve (12)-month period. Dormant accounts will be opted out of all bonuses in accordance with the applicable bonus terms and conditions. In accordance with applicable regulations, unclaimed balances in Dormant accounts will be forfeited.

19.1.2. All bonuses and winnings earned from wagering with bonuses will be forfeited from any Account to which a deposit has not been made within sixty (60) days of establishing such Account.

19.2. Charges.

19.2.1. Matchbets will not charge you for the deposit and withdrawal of funds to or from your Account in the normal course of events. However, some charges may apply in some cases to reflect the cost incurred by Matchbets as a result of processing excessive transactions. Please note that if you become eligible to incur additional deposit and withdrawal charges, we will contact you before any charges are incurred.

19.3. Statements of Account Activity.

19.3.1. You can consult the "Account History" page to review all monetary transactions on your Account for the immediately preceding six (6) months. You may request and receive a statement of activity related to the last six (6) months of activity on your Account at any time by visiting the My Account page of the Services. If you require a statement of activity relating to your activity over the past twelve (12) months, please contact Customer Service with your request.

20. Closure of Accounts

20.1. Please contact our Customer Service if you wish to close your Account.

20.2. After your Account has been closed, it will remain closed unless and until you ask for it to be re-opened. However, we may refuse to reopen your Account in certain circumstances (including where a permanent exclusion or self-exclusion has been applied to your Account pursuant to our responsible gambling practices - see Section 18 above).

20.3. Account holders who wish to recover funds held in a closed, locked or excluded Account are also advised to contact Customer Service.

20.4. We are entitled to close your Account at our discretion and without having to disclose any reasons, and where deemed necessary on written notice (or attempted notice) to you using the contact details you have provided. Any balance in your Account will be made available to you, provided that you have complied with these Terms.

20.5. Your sole remedy in the event of termination of your Account by us for any reason shall be the reimbursement of any undisputed Account balance you may then have (and we shall have no further liability to you whatsoever).

21. Software and Downloads, Location Services and SMS Service Alerts

21.1. Software and Downloads. For certain of our Services, it may be necessary to download or otherwise use certain software, including software provided by third parties. In such circumstances, you may be required to enter into an end user licence agreement ("EULA") in respect of such software. You agree to be bound by the terms of any such agreement. You also agree not to interfere with, modify, decompile, copy, or reverse-engineer any software provided to you as part of the Services except as expressly permitted herein, in the EULA, or as permitted by law.

22. Systems Failure & Hacking and Other Offenses

22.1. Matchbets shall not be liable for any bet not being placed for any reason or you being disconnected from the Services, including, but not limited to, failure or disconnection of computer, telecommunications services, internet or otherwise, and the balance of your Account will at all times be as is recorded on our server.

22.2. You warrant, represent and undertake that you shall not knowingly or negligently interrupt, corrupt or exploit for any purposes not intended by Matchbets any of the Services, including for example by:

22.2.1. attempting to gain unauthorized access to any of the Services, the servers on which the Services are hosted or any server, computer or database connected to the Services;

22.2.2. using any features which may affect the function or performance of the Services in any way for example (but not limited to) releasing viruses, worms, trojans or similar material that may be malicious or harmful;

22.2.3. interfering or tampering with, removing or otherwise altering in any way, any information in any form which is included in or on any of the Services; or

22.2.4. attacking the Services via a denial-of-service attack or any other form of attack or interference.

22.3. We reserve the right to pursue you for any loss we suffer as a result of any infringement by you of any of your obligations under this Section 22. Further, please be aware that we may share your details with law enforcement authorities in the case of any criminal, or suspected criminal activities by you.

22.4 We may restrict your access to the Services, prohibit you from participating in any and/or all games, and/or prohibit you from playing in a particular game, refuse or limit any wager you make, withhold payment of your winnings, and suspend or terminate your Account in our absolute discretion without cause at any time, including, without limitation, if:

22.4.1. There is a technological failure;

22.4.2. We reasonably believe that you have breached any of these Terms;

22.4.3. You attempt to manipulate or ascertain information concerning the Software code or are involved in collusion;

22.4.4. You tamper or attempt to tamper with the Software in any way;

22.4.5. You are committing any offense, e.g., by attempting to access or accessing the games or sports wagering system from a jurisdiction where playing the games or placing sports wagers is illegal; or

22.4.6. You publish any actual or potentially defamatory, offensive, racist, harmful or obscene language or material.

23. User Generated Content

23.1. Certain of the Services may invite or permit you to upload your own content ("User Generated Content"). Matchbets does not exercise editorial control over, and therefore does not endorse any User Generated Content, and we shall not be liable in relation to such User Generated Content. You understand and agree that you are solely responsible for your User Generated Content.

23.2. For any User Generated Content you provide, you hereby warrants, represents and undertake that such content:

23.2.1. is an original work created by you or you have a licence or the express consent of the owner to use the User Generated Content in that manner;

23.2.2. does not infringe any third party intellectual property rights or privacy rights anywhere in the world;

23.2.3. does not contain any defamatory or otherwise inappropriate materials or statements;

23.2.4. does not contain any form of malicious computer code (e.g., viruses, bugs, trojan horses etc.) which could disable or disrupt any of the Services;

23.2.5. complies with all applicable laws and regulations; and

23.2.6. may be used in connection with publicizing and promoting Matchbets and its Services.

23.3. Any User Generated Content you provide will be considered non-confidential and lawfully provided by you and you are automatically deemed to have granted us an irrevocable, transferable, royalty-free right and licence to copy, exhibit, publish, distribute or otherwise use and sub-licence that User Generated Content as we see fit, including for commercial purposes. Such uses may include in printed publications, multimedia presentations, on websites or in any other distribution media. You agree that Matchbets may also use your name, likeness and any other biographical information contained in such User Generated Content as we see fit, including for commercial purposes. In addition, you waive any right to inspect or approve the finished product, including written copy, wherein your likeness or testimonial appears. For the avoidance of doubt, you agree that you will make no monetary or other claim against Matchbets for its use of your User Generated Content.

23.4. You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, employees and service providers (e.g., Facebook) harmless from any liabilities, claims, losses or damages (including reasonable legal fees), however caused, that may arise as a result of or in connection with any User Generated Content.

23.5. If you have any issues with User Generated Content provided by any other customer or if you would like to discuss our use (or non-use) of your User Generated Content, please let us know by contacting us at the details below. We reserve the right (but are not obliged to) to edit or remove User Generated Content.

24. Your Personal Data

24.1. It is your responsibility to ensure that personal information relating to you is kept up-to-date. We reserve the right to suspend or terminate your Account if we suspect this information to be inaccurate. We will process information about you in accordance with our [Privacy Policy](#).

25. No Warranty

25.1. THE SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, Matchbets, NMR, VF, GNAC, their parent companies, and each of their respective subsidiaries and each of their respective employees, directors, officers, managers, shareholders, agents, prize providers, agencies, vendors, licensors, licensees, contractors, successors, and assigns (collectively, “Matchbets Parties”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Services and any wagering activities (including the Content and the User Generated Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Services;
- (c) any products, services, or instructions offered or referenced at or linked through the Services;
- (d) security associated with the transmission of your wagers, information and User Generated Content transmitted to Matchbets or via the Services;
- (e) whether the Services or the servers that make the Services available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- (f) whether the information (including any instructions) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable;
- (g) whether any defects to or errors on the Services will be repaired or corrected;
- (h) whether your access to the Services will be uninterrupted;
- (i) whether the Services will be available at any particular time or location; and
- (j) whether your use of the Services is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A Matchbets PARTY, THE Matchbets PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

26. Liability

26.1. YOU HEREBY ACCEPT THAT BY USING THE SERVICES, THERE IS A RISK THAT YOU MAY, AS WELL AS WINNING MONEY, LOSE MONEY. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK AND THE Matchbets PARTIES ACCEPT NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY CONSEQUENCES THAT ARE ALLEGED TO HAVE OCCURRED THROUGH YOUR USE, OR MISUSE, OF THE SERVICES.

26.2. IF AND ONLY TO THE EXTENT THAT CLAUSE 26.1 DOES NOT APPLY, THE MAXIMUM LIABILITY OF THE Matchbets PARTIES (AND/OR OUR THIRD PARTY SERVICE PROVIDERS, TO THE EXTENT RELEVANT) TO YOU ARISING OUT OF OR RELATING TO THE SERVICES AND/OR THE TERMS, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO THE AVERAGE BALANCE HELD IN YOUR ACCOUNT IN THE PREVIOUS SIX (6) MONTHS (OR THE TERM OF THE ACCOUNT IN THE CASE OF ACCOUNTS OPEN FOR LESS THAN SIX (6) MONTHS).

26.3. THE Matchbets PARTIES (AND/OR OUR THIRD PARTY SERVICE PROVIDERS, TO THE EXTENT RELEVANT) SHALL NOT BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, LOSS OF REPUTATION, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, EVEN IF SUCH LOSSES ARE FORESEEABLE OR IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSSES.

26.4. THE Matchbets PARTIES ARE NOT LIABLE FOR THE FAILURE OF ANY EQUIPMENT OR SOFTWARE, WHEREVER LOCATED OR ADMINISTERED, OR WHETHER UNDER OUR DIRECT CONTROL OR NOT, THAT MAY PREVENT THE OPERATION OF OUR SERVICES, IMPEDE THE PLACING OF ORDERS FOR BETS OR THE ACCEPTANCE OF BETS, OR PREVENT YOU FROM BEING ABLE TO CONTACT US. THE Matchbets PARTIES WILL NOT BE LIABLE FOR ANY LOSS OF CONTENT OR MATERIAL UPLOADED OR TRANSMITTED THROUGH THE WEBSITE AND YOU CONFIRM THAT THE Matchbets PARTIES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO, OR SUSPENSION OR DISCONTINUANCE

OF, THE SERVICES. THE Matchbets PARTIES RESERVE THE RIGHT TO CANCEL OR SUSPEND THE SERVICES WITHOUT INCURRING ANY LIABILITY.

26.5. THE Matchbets PARTIES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE THAT YOU MAY SUFFER BECAUSE OF ANY ACT OF GOD; POWER FAILURE; TRADE OR LABOR DISPUTE; ACT, FAILURE OR OMISSION OF ANY GOVERNMENT OR AUTHORITY; OBSTRUCTION OR FAILURE OF TELECOMMUNICATION SERVICES OR NETWORKS; OR ANY OTHER ACT, OMISSION, DELAY OR FAILURE CAUSED BY A THIRD PARTY OR OTHERWISE OUTSIDE OF OUR CONTROL.

26.6. The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if the Matchbets Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Services).

27. Indemnity

In exchange for the right to participate in the Services, you agree to indemnify, defend (at our option) and hold the Matchbets Parties harmless from and against any and all damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including, but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (i) injuries, damages, or losses to persons and property which may be sustained in connection with participation in any wagering transactions, the receipt, ownership, use or misuse of any winnings or while preparing for, participating in and/or traveling to or from any Services related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy; (ii) your User Generated Content; (iii) your use of the Services and your activities in connection with the Services; (iv) your breach or anticipatory breach of these Terms; (v) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services, participation in any wagering transactions, and your other activities in connection with the Services; (vi) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vii) any misrepresentation made by you; and (viii) our use of the information that you submit to us (including your User Generated Content) (all of the foregoing, "Claims and Losses"). We may, in our sole and absolute discretion, require any winner to execute a separate release of claims similar to the one listed above in this Section as a condition of being awarded any bet or receiving any pay-out. You will cooperate as fully required by us in the defense of any Claim and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of

Matchbets. We are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause.

- (unless stated otherwise). This means that stakes will be refunded on a player, team or other competitor that is withdrawn prior to the start of an event. If you have placed a bet on a sporting event run on a “non-runner, no bet” basis and a player, team or other competitor (on which you did not place your bet) is withdrawn, suspended or disqualified from that event, we may apply the equivalent to Tattersalls' Rule 4(c) to your winnings (based on the price of the player, team or other competitor that is withdrawn).
- Where specified, certain markets will be offered on an “all-in compete or not” basis. This means that, if a player, team or other competitor is withdrawn from an event (whether he, she or it pulls out of the event, is suspended or disqualified from it or otherwise) before he, she or it has taken part in the event, then any bet placed on that player, team or competitor (as applicable) will be deemed a losing bet.
- If an event is specified as “fixed draw” and a team, player or other competitor is withdrawn, suspended or disqualified from that event, we reserve the right to settle any bets on the subsequent prices once the market has been revised without the withdrawn team/player.
- If a player, team or other competitor has taken any part in a sporting event once it has officially started and then fails to complete that event for any reason, any bet placed on that player, team or other competitor will be deemed live (i.e. bets on that player, team or other competitor will not be voided).