



BET90 LTD.

- I. General Terms and Conditions**
- II. Privacy Policy**
- III. Betting and Sports Betting Rules**

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I. General Terms and Conditions

These general terms and conditions define and govern the contractual relationship between the parties (users) and bet90 Limited, a bookmaker licensed by the Malta Gaming Authority, hereinafter referred to as “bet90”.

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1. BASICS

1.1 Definitions

- 1.1.1 The terms “we”, “the company” or “us” refer to www.bet90.com or bet90 Ltd., a company registered in Malta with company number C50436 and the registered office at Melita Court, Level 1, Giuseppe Cali St c/w Abate Rigord St, XBX1420, Ta’Xbiex, Malta.
- 1.1.2 The term “website” refers to www.bet90.com. The site is wholly owned and operated by the company.
- 1.1.3 The term “service” refers to current and future online betting opportunities offered by the company on the website as well as all other games and offers added to the site in the future.
- 1.1.4 The term “software” refers to all computer programs that can be downloaded from the website.
- 1.1.5 The term “bet90 service” can refer to the website, the software, and the betting service.
- 1.1.6 The terms “you” or “your” or “customer” means any person who makes use of the bet90 service under these terms and conditions.
- 1.1.7 The term “account” refers to the customer’s betting account at www.bet90.com.

These definitions equally apply to the bet90 privacy policy and the bet90 betting and sports betting rules.

1.2 Scope of these terms and conditions

- 1.2.1 These terms and conditions apply to all bets made with bet90 Ltd. as well as the use of the bet90 service by the customer. To open an account at www.bet90.com, the customer must agree to these terms and conditions. By registering on the website, opening an account or using the bet90 website, the customer accepts these terms and conditions as binding.
- 1.2.2 bet90 is authorised by the Malta Gaming Authority of Malta to offer remote gaming under license number MGA/CL2/707/2010, issued 18th December 2011, and its online betting service is regulated by the same authority. These bets may be illegal in other jurisdictions. The company makes no representation as to the legality of its online betting service in other jurisdictions. This agreement is governed by the laws of Malta and shall be interpreted in accordance with these laws. The place of jurisdiction is Malta.

1.3 The binding nature of these general terms and conditions

- 1.3.1 These terms and conditions constitute a legally binding agreement between the customer and the company and govern your use of the bet90 website. Please read these



terms and conditions carefully. The company reserves the right to make changes to these terms and conditions at any time and without notice. The company will ensure that the customer is informed about such changes when the customer next logs into the website by asking the customer to accept the revised terms and conditions. If the customer refuses consent, the customer will be prohibited from using the bet90 service.

- 1.3.2 Customers are responsible for reviewing the terms and conditions regularly to ensure that they agree with terms governing the placing of wagers. It is also recommended to review these terms and conditions each time you use the website. All bets accepted prior to a change to these terms and its acceptance by the customer (but not yet decided) are subject to the previous terms and conditions.

2. YOUR ACCOUNT

2.1 Opening an account

- 2.1.1 To use the bet90 website to place bets, customers must register and create their free bet90 account. The minimum age for registration is 18 years (21 years for players from Estonia).
- 2.1.2 When registering, the customer must provide the required registration information. The customer is responsible for ensuring that all information provided is and remains current and accurate. bet90 reserves the right to declare any and all bets void if false or misleading information has been provided by the customer.
- 2.1.3 An individual may only hold one account. bet90 reserves the right to close additional accounts at its discretion and to return funds deposited by the customer or to deem these multiple accounts one and treat them accordingly.
- 2.1.4 We reserve the right to check the credit of our customers with a third party service which shall be entitled to make a copy of the information provided by the customer during the registration process as set forth in our privacy policy.
- 2.1.5 It is illegal to deposit ill-gotten funds.
- 2.1.6 All transactions are reviewed by us to prevent money laundering and illegal transactions. Suspicious transactions are reported to the Financial Information Analysis Unit (FIAU). The FIAU is a regulatory authority in Malta, which records and reviews suspicious transactions.
- 2.1.7 The customer account and the funds contained therein are to be used solely for making wagers. In addition to wagers, accounts registered to customers in Germany will be charged a concession fee ("wager tax") in the amount of 5 % of any bet placed according to § 4d of the Games of Chance State Treaty (GlüStV) (see [2.3.9](#)).



2.2 Registration

- 2.2.1 The registration is done online by entering the personal data required, like name, address, contact email, DOB, user name, and password. The password can be changed by the customer on the website at any time.
- 2.2.2 bet90 reserves the right to delete unused customer accounts without a credit balance automatically after a period of three months. In this instance, re-registration is possible at any time.
- 2.2.3 The registration automatically includes the opening of a personal virtual betting account. The opening of this betting account is free and places no obligations on the customer.
- 2.2.4 All monetary transactions (in particular deposits, withdrawals, bonus credits, wagers) are performed exclusively via the personal betting account. Claims concerning credits, pay-outs or other transactions posted to the betting account must be made within 14 business days by email or in writing to bet90 Ltd. After this deadline, all posted transactions shall be deemed approved by the customer.
- 2.2.5 bet90 reserves the right to refuse registration without any explanation whatsoever.

2.3 Use of the account

- 2.3.1 Each account is intended for personal use only and may not be used for any professional, business or commercial purpose.
- 2.3.2 Customers are obliged to ensure that no third party, and in particular no person under 18 years, may access their accounts or passwords (either intentionally or unintentionally) or use their identity to access the bet90 website and its services. Wagers placed by third parties who know your user name or password will be treated as if made by you. Customers are responsible for all transactions made by such third parties on their behalf. bet90 is not liable for any unauthorized use. Regardless of whether the third party has accessed the bet90 service with or without the consent of the customer, no resulting losses will be reimbursed.
- 2.3.3 bet90 may require you to change a password or close an account temporarily if there is reason to believe that the company's security guidelines have been violated or misused.
- 2.3.4 By making a wager on bet90, customers assert that they are permitted by their local laws to make such use of the bet90 service and that doing so does not violate any laws or regulations of such jurisdiction. bet90 reserves the right to restrict the use of the bet90 service at any time for whatever reason if there is evidence that the customer has breached the previous provision.



- 2.3.5 We recommend that you check your current account balance each time you log in. The customer is required to notify us immediately in writing of any required corrections. If making such claims, customers shall present not only the current account balance, but also all transactions since the last balance adjustment, so that we may conduct an audit in accordance with [3.1.6](#).
- 2.3.6 Either party may close the account immediately, temporarily or permanently if the other party does not fulfil its obligations under these terms. The pay-out of any remaining balance is subject to the provisions of these terms and conditions. The temporary or permanent closure of an account will not affect the legal rights or obligations of the parties.
- 2.3.7 bet90 reserves the right to reject any bets or wagers at any time without stating a reason. However, bet90 will endeavour to notify the customer of the reasons for the decision.
- 2.3.8 bet90 is not a financial institution and is not to be treated as such; no interest shall be paid on any account balances.
- 2.3.9 The credit can be offset against any amounts which the customer owes the company.
- 2.3.10 Customers accept that they may lose money when placing wagers and accept full responsibility for any such loss.
- 2.3.11 All account transactions can always be viewed online in real time.
- 2.3.12 If you have questions about your account, please contact our Customer Service Representative at support@bet90.com.
- 2.3.13 The company reserves the right to change, add to or remove any of its services and its website at any time and without notice.

2.4 Closing your account

- 2.4.1 The company may close an account at any time without any explanation whatsoever; however, bet90 will endeavour to notify the customer of the decision. The customer shall receive notification of the deletion of the account; any credit balance outstanding at this time will be paid out.
- 2.4.2 The customer may close an account at any time without notice for any reason on the condition that there is a balance in the customer's favour. To request that your account be deleted, send notice by email, fax or in writing to the aforementioned address.
- 2.4.3 Any credit balance in the account at the time of closing will be credited, at the company's discretion, to the credit card account on file or paid by bank transfer or cheque to the customer. Any winnings from wagers not settled prior to the closing of the account will be paid after the wager has been settled.



- 2.4.4 Notwithstanding the foregoing provisions in section [2.3](#), the company is entitled to block or delete with immediate effect a new account if
- 2.4.4.1 the customer is in breach of these terms and conditions or the rules governing wagers and sports betting;
 - 2.4.4.2 there are insufficient funds in the account to use the service;
 - 2.4.4.3 there are reasonable grounds to believe that the customer's funds are connected to illegal or fraudulent action. In this case, the company is not liable for any payments made by the customer beyond the scope set forth by law. The company will disclose (without breaching any obligation under these terms and conditions or the privacy policy) to the appropriate authorities upon their request any such information or documents related to the customer;
 - 2.4.4.4 the company suspects that the access to the account has been made by an unauthorized person;
 - 2.4.4.5 statutory regulations require such blocking or closure;
 - 2.4.4.6 there is a security issue or any other such problem which the company deems important or there is reason to fear damage to the good reputation of the company.
- 2.4.5 Customers have the option of excluding themselves from making future wagers by making a request to block their betting account in writing by email or letter.
- 2.4.6 The customer is prohibited from transferring, buying or selling an account from or to another player.
- 2.4.7 The customer is prohibited from transferring funds between accounts.
- 2.4.8 Your account will be deemed an inactive account if you have not logged into your account for a period of three months. Any inactive account shall not be charged an administrative fee. If You have not logged into your account for a period of 30 (thirty) months, your account will be deemed a dormant account, in which case the company shall remit the balance of your account to you, or to the Malta Gaming Authority if you cannot be satisfactorily located by the company.

2.5 Management of the bet90 Account

bet90 reserves the right at its own discretion and at all times to

- 2.5.1 decline to open an account and/or to close an existing account without any explanation whatsoever;
- 2.5.2 decline to accept deposits without any explanation whatsoever;
- 2.5.3 request documents to verify (i) the identity of the account holder, (ii) his/her authorisation to use a specific card, and/or (iii) other facts and information provided by the account holder. Such request may be made at any given moment and bet90 reserves the right to suspend an account pending investigation;



- 2.5.4 transfer and/or license, without prior notice, data regarding an account holder to any other legal entity, in any country, ultimately managed and controlled by bet90, subject to bet90 guaranteeing that said data at all times is transferred and managed in accordance with applicable laws, data protection acts, and/or similar;
- 2.5.5 transfer and/or license, without prior notice, the rights and liabilities regarding an account holder to any other legal entity, in any country, ultimately managed and controlled by bet90, subject to bet90 guaranteeing the liabilities being honoured;
- 2.5.6 hold and manage funds belonging to account holders in accordance with generally accepted guidelines for cash management regarding such funds; this may include a financial institution and/or a payment solution provider being entrusted to hold funds in the name of and/or for the benefit of account holders;
- 2.5.7 forfeit and/or confiscate funds available on a bet90 account and/or refuse to honour a claim, in the event that, directly or indirectly (i) the bet90 Rules have been violated and/or (ii) other unauthorised activities have occurred in connection with a betting event and/or the operation of a bet90 account (such as, but not limited to, breach of the law or other regulations, breach of a third party's rights, fraud, and cheating);
- 2.5.8 suspend and/or cancel the participation of an account holder in the games, promotional activities, competitions or other services, whenever bet90 is of the opinion that there are legitimate concerns that a bet90 account is, has been, or may be used for illegal, fraudulent or dishonest practices;
- 2.5.9 suspend and/or cancel the participation of the account holder in the services, and/or forfeit and/or confiscate funds available on their bet90 account if the account holder is found cheating, or if it is determined by bet90 that the account holder has employed or made use of a system (including machines, robots, computers, software or any other automated system) designed to defeat or capable of defeating the client application and/or software.

3. PAYMENTS AND SECURITY

3.1 Payments

- 3.1.1 The wager account will be held exclusively in euro (EUR, €). Other currencies may not be used. No lines of credit will be made available. A prerequisite for placing a bet is having a credit balance equal to or higher than the wager amount.
- 3.1.2 The following deposit options are available:
 - Paysafecard (immediately)
 - Credit card (MasterCard and Visa, immediately)
 - SOFORT Banking (immediately)



- Skrill (immediately)
- Bank Transfer (up to five working days)

Deposits shall be made under the condition that the billing address matches the address specified during registration. Other methods of payment may be accepted at our discretion. The customer will be informed of any costs associated with the use of alternative payment methods. Deposits may be made at any time (for free) by bank transfer (see bank account information) or by credit card. Upon receipt of deposit in the company's bank account or electronic confirmation of the credit card payment, the deposit amount will be credited to the account. Only one credit card may be used for deposits and/or withdrawals per customer account.

- 3.1.3 bet90 shall not make a payment in excess of 2,329.37 euros out of a player's account to a player until the player's identity, age, and place of residence have been verified. bet90 will, at the request of the registered player in whose name a player's account is established, remit the funds standing to the credit of the account to the player by no later than five working days, if practicable, after receipt of the request.
- 3.1.4 With regard to fees, taxes or charges levied on winnings from the bet90 website, the customer is solely responsible for declaring, paying, and documenting the same with government or other authorities.
- 3.1.5 The following pay-out methods are available:
- Skrill (immediately after approval)
 - Bank Transfer (up to five working days)
- Any withdrawal request will be reviewed by the company's employees prior to any payment. The customer shall receive notification by email once the pay-out has been processed and approved.
- 3.1.6 The customer is required to settle any outstanding account balances in full. If money is credited to or debited from an account in error, the customer must notify us immediately. All amounts erroneously credited to an account are to be repaid immediately. All amounts that were incorrectly debited from an account will also be refunded immediately. Funds credited to an account in error may not be used by the customer to place wagers. bet90 reserves the right to declare null and void any transactions paid from such funds. Each party agrees to indemnify the other party from claims relating to funds credited or debited in error.
- 3.1.7 The customer agrees to make no credit card charge-backs and not to reverse any payments made. All costs and damages resulting from such charge-backs will be billed to the customer.
- 3.1.8 The company reserves the right to block an account on mere suspicion of credit card fraud; this shall apply in particular to the use of stolen credit cards or other fraudulent



acts. The company has the right to reverse any pay-out made to a credit card and restore the funds to the account. The company is not liable for the misuse of credit cards.

3.2 Security

- 3.2.1 The account balance is covered by cash or an equivalent. The company guarantees that the balance on the account is available in full for immediate withdrawal. All deposits and withdrawals from an account are made online in real time (Malta) and are secured by VeriSign.
- 3.2.2 Access to an account is possible only with your unique user name.
- 3.2.3 The customer alone is responsible for maintaining the confidentiality of user names and passwords. The company is not required to store this data in the event that the customer misplaces, forgets or loses it or is otherwise not in a position to access the bet90 website, unless such situation is due to company error. If a customer stores login data on a storage device in order to access the account from different computers or to secure account information, it is done at his own risk.

4. RESTRICTIONS ON THE USE OF THE BET90 WEBSITE

- 4.1 The company is not authorised to accept bets from persons under the age of 18. The customer declares upon registration that he or she is over 18 years of age and mentally able to take responsibility for his or her own actions. The company reserves the right to declare wagers placed by minors (or those that it suspects have been placed by minors) void. The customer acknowledges that gambling by minors constitutes a criminal offence.
- 4.2 Any fraudulent, criminal or suspicious activities will be reported to the relevant authorities and agencies without exception.
- 4.3 The company reserves the right to declare null and void all wagers made by a group of persons suspected of acting with conspiratorial intent to defraud or rig the betting. This group may include persons, relatives, organizations, bookmakers, and their employees/agents.
- 4.4 The employees, officers, staff members, consultants, agents or affiliates of the company or its subsidiaries or affiliated companies and their respective dealers, suppliers or vendors may not use the bet90 website, either directly or indirectly. This restriction also applies to the relatives of such persons. In this context, the term "relative" refers to spouses, life partners, parents, children or siblings.
- 4.5 The bet90 website is only available to persons who live in jurisdictions where participation in such a service is legal and not prohibited. The customer warrants the company



that he or she is not accessing the website or its services from within a jurisdiction where such gambling or wagers are prohibited. Furthermore, the customer warrants not to access the website and not to register on the website if he or she is a national of a state that prohibits its citizens from participating in gambling, irrespective of location. The customer acknowledges sole responsibility for checking local laws which may prohibit the use of the bet90 service. It is advisable to seek legal counsel prior to registration to ensure that use of the service is in no way contrary to these laws. The company assumes no responsibility if a customer violates local or national laws.

- 4.6 Notwithstanding the above clause, registering on the website and using its services is prohibited for citizens of the United States of America and all others who are domiciled in the United States. The company shall declare any and all wagers void made from or assumed to have been made from within the United States.

5. THE WEBSITE

5.1 Placing a bet

- 5.1.1 By placing a bet, the customer's account will be debited the amount of the wager. The account of customers registered in Germany will be debited the amount of the wager plus a "betting tax" of 5 % of the wager. The customer is obliged to check the bet on the completed betting slip before submitting. After the wager is submitted, it may not be cancelled or altered. The company is entitled to refuse any wager in whole or in part without giving any reason.
- 5.1.2 If a customer places multiple bets, they are processed in the order in which they are received on the central computer of bet90.
- 5.1.3 Multiple bets may be deemed a single wager if the customer repeatedly places identical wagers, meaning bets identical in match, outcome, and wagered amount. The company reserves the right to declare bets void if there is evidence of collusion between two or more customers. If a bet is voided, it will be evaluated 1:0; in that case the player will receive the amount of the wager only.
- 5.1.4 The acceptance of wagers and their pay-outs are restricted by different limits. These include in particular betting limits, betting slip limits, maximum pay-out limits and a customer's personal betting limits. These limits are subject to change and will be listed on the betting slip or in your account. The company reserves the right to limit the amount wagered or to change the odds before a bet is placed.
- 5.1.5 All prices are subject to fluctuation. Any bet adopted after the official start time will be declared void, unless otherwise indicated.



5.2 Valid bets

- 5.2.1 A wager is deemed accepted if confirmed and a betting slip number is assigned; the bet will then be displayed under “My Bets” (see betting rules).
- 5.2.2 By submitting a wager, customers acknowledge the rules for placing wagers and sports bets and having understood the same, as well as the process and the risks involved in online gambling in general.
- 5.2.3 The company assumes no responsibility if a bet cannot or could not be placed, regardless of cause. Such causes may include computer malfunctions or failures and failure of telecommunications services or internet connections. We do not recognize any wagers that have been transmitted, but have not been confirmed according to 5.2.1 above.
- 5.2.4 The use of AI systems or software (AI = artificial intelligence), especially machinery, computers, software or other automated systems designed to manipulate the software on the bet90 website is prohibited. Winnings on wagers made through the unauthorized use of such systems shall be forfeited.

5.3 Winnings

- 5.3.1 All winnings are automatically credited to your account after the results have been confirmed.
- 5.3.2 The winnings will be paid into the same account from which the payment was initiated. The company reserves the right to take all necessary measures to confirm all details. This will be done within a reasonable time frame.
- 5.3.3 The company is not responsible for lost, late, illegible, incomplete, damaged or misdirected documents, requests, prize claims or notifications sent by the customer to the company or those requiring postage due. All enquiries, prize claims or correspondence received by our office in Malta become the property of the company upon receipt and will not be returned to the customer. Therefore, it is recommended that you keep copies of these documents.
- 5.3.4 The maximum pay-out per betting slip is € 100,000. If a customer has opened more than one account in violation of these terms and conditions and used the same to make identical wagers, the maximum pay-out per wager shall be deemed to be the sum of all bets made.
- 5.3.5 All funds will be paid by bank transfer when requested by the customer by clicking on the “pay-out” button. The customer may request that the funds be paid out in whole or in part at any time, unless
 - 5.3.5.1 the funds in the player’s account consist of a bonus or winnings from a bonus that have not yet been wagered three times;



- 5.3.5.2 the customer is making an initial payment request and has not fulfilled the necessary conditions (see initial payment);
- 5.3.5.3 the verification of personal customer data reveals that the data is not truthful or the customer has more than one betting account (in these cases, the betting account will be frozen and all bets on this betting account will be cancelled).
- 5.3.6 Funds will be paid to the customer at no charge, unless
 - 5.3.6.1 the customer demands the payment of an amount that has not been wagered. In this case, a processing fee of 8 % of the requested amount will be deducted from the betting account;
 - 5.3.6.2 the customer demands the payment of an amount less than € 10. In this case, a processing fee of € 5 will be levied. (This does not apply in the event of an account closure if the entire balance is less than € 10);
 - 5.3.6.3 the customer requests a transfer to be paid into a bank account for which an EU standard transfer is not possible. For such international transfers, all fees are payable by the recipient.
- 5.3.7 The customer's first pay-out may only be made after the customer's identity has been verified with a copy of the customer's passport or identification card submitted by post, email or fax, and his personal data verified with a copy of a telephone bill or some other bill.
- 5.3.8 All pay-outs will be paid into the same account from which the payment was initiated.

5.4 Disputes

- 5.4.1 If there is a dispute not governed by these terms and conditions, the bet90 Support Team (support@bet90.com) will endeavour to settle it in a fair and just manner using our internal complaints procedure.
- 5.4.2 Complaints regarding wagers and/or winnings must be made in writing by email or fax within 14 business days after the bet has been decided. After this deadline, all bets shall be deemed approved by the customer.
- 5.4.3 Any dispute which is not resolved to your satisfaction may be forwarded on request to the Independent Betting Adjudication Service (IBAS).
- 5.4.4 If the player does not agree with the proposed solutions, the dispute may be forwarded to the Malta Gaming Authority (Suite 1, Level 3, TG Complex, Brewery Street, Mriehel, Birkirkara, BKR3000, Malta; Tel +356-2131659-0/-1/-3/-4; www.mga.org.mt) or also by email to complaints@mga.org.mt. The decision by the Malta Gaming Authority shall be final and binding.



6. DISCLAIMER AND BET90 WEBSITE AVAILABILITY

- 6.1 The company is dedicated to operating the bet90 website with reasonable skill and care. Unless required by law, the company makes no guarantee or warranty, express or implied, with respect to the bet90 website and its services.
- 6.2 The company makes no warranty that the bet90 website and services will fulfil the requirements of the customer, be available without interruption, or function in a timely, secure or error-free manner. The company also assumes no guarantee that defects will be corrected or that the bet90 website is free of viruses or bugs. In addition, the company disclaims any warranty as to the full functionality, accuracy, and reliability of the data provided by the company, the success in using the website or the accuracy of information provided to the customer on the website. Disruptions or failure of the online service should be reported promptly by email to support@bet90.com. We will attempt to correct the fault as soon as possible.
- 6.3 Access to the bet90 website may be occasionally restricted to allow for repairs or maintenance or the introduction of new services. In this case, the company will try to restore the online service as soon as possible.

7. LIMITATION OF LIABILITY

- 7.1 By registering, customers acknowledge that the use of the bet90 website is at their own risk.
- 7.2 The company shall not be liable for any loss of data or content uploaded or transmitted to or via the bet90 website. You acknowledge that neither bet90 nor any other party shall be liable for any damages that may result from changes to, or the temporary or permanent cessation of the bet90 website.
- 7.3 The company reserves the right to discontinue the bet90 website in whole or in part at any time. If this right is exercised, the customer has no basis for damages or other claims.
- 7.4 The company is not responsible for typographical errors, technical or human error during the operation of the bet90 website. In case of error, the company reserves the right either to declare those bets affected void or to correct the error. If a correction made by the company affects the terms of a wager, the customer will receive the opportunity to accept the revised terms before the bet is deemed corrected.
- 7.5 If the company should be found in breach of these terms and conditions, the company is only liable for compensation of damages it has caused. Claims of accountability shall be subject to the last time the customer accepted the general terms and conditions.



- 7.6 Any damages pursuant to the above clause are limited to the amount that corresponds to the maximum pay-out limit.
- 7.7 Under no circumstances shall the company be liable for indirect consequential damage or losses allegedly caused by the bet90 website or its content. These include in particular: delays or interruptions in operation or transmission; failure of data transmission lines; the use or misuse of the website, its services or contents in general by the customer or third parties; inaccurate or incomplete information provided on the website; loss of business, loss of profits, business interruption, loss of business information or any other pecuniary or consequential damages.
- 7.8 We are not liable for violations of these terms and conditions caused by circumstances beyond our control.
- 7.9 The company reserves the right to discontinue the website and its services in whole or in part at any time. In such a case, all customer claims for pay-out shall be waived, with the exception of customer funds deposited in the customer account.

8. INTELLECTUAL PROPERTY RIGHTS

The company grants the customer a non-exclusive, non-transferable, and non-sub-licensable right to use the computer programs downloaded from the website (the “software”), and to install any content derived therefrom only in connection with its services in accordance with these terms and conditions. This includes copyrights and intellectual property rights thereto. The customer is allowed to install the software on a hard drive or other storage devices and to create backup copies for personal use in connection with the use of the service through a computer whose main user is the customer.

- 8.1 The customer may not
 - 8.1.1 use, copy or modify the software, or create derivative works thereof, nor distribute the software in whole or in part, nor modifications, transcription or merged portions thereof, except to the extent to which the foregoing acts are allowed by law;
 - 8.1.2 decode, reverse engineer, disassemble, decompile, or otherwise translate or convert the software or any portion thereof, except to the extent that the foregoing acts are permitted by law;
 - 8.1.3 transfer, lend, lease, assign, rent or otherwise sublicense the software;
 - 8.1.4 remove references to copyright, proprietary or similar notices from the software (or copies thereof);
 - 8.1.5 make the software available to third parties through a computer network or in any other manner.



- 8.2 The “bet90“ brand, the www.bet90.com website, and all other trademarks, service marks or trade names used by the company (trademarks), and all materials of the bet90 website (especially all software, texts, methods, concepts, images, graphics, video and audio) are owned by the company, include the rights to intellectual property and are under copyright. You acknowledge that you have no rights to the trademarks or materials referred to herein and no claim to such rights is granted by the use of the bet90 website. It is expressly forbidden to make use of these trademarks without the prior consent of the company.

9. NOTIFICATION REQUIREMENT

In the event of a disagreement with respect to a result, decision or other action related to a wager, a complaint may be made in writing within 14 business days after the incident by email to support@bet90.com or by letter to the company at bet90 Ltd., Melita Court, Level 1, Giuseppe Cali St c/w Abate Rigord St, XBX1420, Ta'Xbiex, Malta. All responses from the company will be sent to the email address provided by the customer during registration (if not otherwise stipulated in these terms and conditions).

10. GENERAL PROVISIONS

- 10.1 These terms and conditions, in their current version, govern the business relationship between the customer and the company with respect to the use of the bet90 website and services.
- 10.2 By accepting these terms and conditions, the customer expressly declares consent with the same in their present form. The customer also declares that no supplementary agreements have been made. In addition, the customer may not rely on ambiguous wording herein, unless such wording was chosen for negligent or fraudulent reasons, regardless of whether such information has become an integral part of these terms and conditions or not.
- 10.3 The customer's rights granted in these terms and conditions are not transferable to other parties. The company may transfer its rights and obligations granted herein to a third party, provided that the customer's rights are not compromised.
- 10.4 If these terms and conditions do not explicitly state that a third party can derive a legal right from the same, the legal relationship formed under these terms and conditions and any subsequent contracts are made solely between the customer and the company. All legal claims made by third parties under these terms and conditions are excluded.



- 10.5 If any part of these terms is invalid, void or for any reason unenforceable, such provision shall be severed from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.
- 10.6 The waiver by the company of a portion of these terms and conditions is valid only for a specific incident and neither change these terms and conditions nor represent a general waiver of claims.
- 10.7 These terms and conditions do not in any way constitute agency, partnership or other form of joint enterprise between the customer and the company.
- 10.8 In the event of any inconsistency between these terms and conditions and other documents included by reference to these terms, these terms and conditions shall take priority.

11. RULES FOR PLACING BETS / SPORTS RULES

These terms and conditions include the betting and sports rules that regulate, among other things, the services offered on the website, the gaming rules and the processing of wagers by the company. By accepting these terms and conditions, the customer declares that he or she has read, understands, and accepts the betting rules and regulations.

12. RESPONSIBLE BETTING

- 12.1 bet90 is committed to supporting responsible betting by promoting awareness of problem gambling and improving prevention, intervention, and treatment of the same.
- 12.2 The principles of bet90 on responsible gambling document our commitment to minimising the negative impact of problem gambling behaviour and promoting responsible gaming practices.

13. DATA PROTECTION

In our privacy policy, you will find detailed information on the use and management of personal customer data. By accepting these terms and conditions, the customer declares that he or she has read, understands, and accepts the privacy policy.



14. EFFECTIVE DATE

These terms and conditions will enter into force on 1st November 2015 at midnight (12:00 pm), Central European Standard Time. Version: 2.0

15. GENERAL

- 15.1 The interpretation, validity, and fulfilment of this agreement are subject to the laws of Malta.
- 15.2 All versions of our terms and conditions are to reflect the same principles. In the unlikely event of a discrepancy between a non-English version and the English version of these terms and conditions, the English version prevails.



II. Privacy Policy

bet90 takes your privacy very seriously. This privacy policy sets out our data processing practices and your options regarding the ways in which your personal information is used. If you have any requests concerning your personal information or any queries with regard to these practices, please contact us at support@bet90.com.

The bet90 Payments and Frauds Department is the relevant department which is in possession of the players' personal data. For fraud detection and control purposes, the player agrees that bet90 reserves the right to transfer their personal data to third parties, including but not limited to payment service providers, financial institutions, and other relevant authorities. Furthermore, bet90 reserves the right to disclose the players' personal data to relevant parties if the company has reasonable grounds to suspect irregularities involving an account.

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1. INFORMATION COLLECTED

We collect personal information from visitors to the bet90 website through online forms, and every time you email us your details. We also collect information (via our secure payment processor) about the transactions you undertake, including details of payment cards used. We automatically collect additional information about your visit to our website.

2. USE OF PERSONAL INFORMATION

We will use your information collected via this website for the purposes of

- providing and personalizing our services;
- dealing with your enquiries and requests;
- carrying out market research surveys;
- contacting you (by email) with information about our products and services;
- sharing your information with third party organisations who offer products or services which we feel may be of interest to you (providing you agree to receive such information).

3. MARKETING PREFERENCES

When you register, please indicate whether you would like to receive information on products and services from us or other companies in our group by marking the appropriate box with a cross. You may opt-out of receiving marketing communications at any time by following the instructions contained in each marketing message or by sending us an email at support@bet90.com.

4. USE OF COOKIES

A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information from the browser. We use cookies to identify you when you visit this website to enable us to remember your log-in details. Our use of cookies also allows registered users to carry out transactions and have access to information about their account. Most browsers allow you to turn off cookies. If you want to know how to do this, please look at the help menu of your browser. However, switching off cookies will restrict your use of our website.



5. DISCLOSURES

We will only disclose personal information to other companies within our group of companies, business partners, government bodies and law enforcement agencies, future owners of our business and suppliers we engage to process data on our behalf.

6. OTHER WEBSITES

Our website may contain links to other websites, which are outside our control and are not covered by this privacy policy. If you access other sites using the links provided, the operators of these sites may collect information from you, which will be used by them in accordance with their privacy policy that may differ from ours. Solely the operators of these websites shall be responsible for the functionality or possible errors on the linked sites.

7. ACCESS RIGHT

You have a right to access the personal data held about you, as mentioned under [2.2.1](#) of the bet90 General Terms and Conditions. To obtain a copy of the personal information we hold about you, please write to us at bet90 Ltd., Melita Court, Giuseppe Cali St c/w Abate Rigord St, XBX1420 Ta'Xbiex, Malta.

8. INTERNET-BASED TRANSFERS

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis. Therefore, by browsing this website and communicating electronically with us, you acknowledge and agree to our processing of personal data in this way.



III. Betting and Sports Betting Rules

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1. GENERAL RULES FOR SUBMITTING, DECIDING, AND PAYING OUT OF WAGERS

By submitting wagers, customers agree that

- 1.1 they are at least 18 years old and have provided truthful personal information during registration;
- 1.2 they have been sufficiently informed about the betting rules, types of bets and betting variants of all sports in which they have placed wagers, and that they acknowledge and accept the wager and pay-out limits;
- 1.3 they have no prior knowledge of the outcome of the event underlying the wager prior to submitting the betting contract;
- 1.4 they are not or will not be involved in any manipulation that could influence the outcome of events on which they have placed a wager, and that they have no knowledge of any such manipulation;
- 1.5 the funds used for the wager are not derived from any illegal activity and are at their free disposal;
- 1.6 they are aware of all information provided about gambling addiction. They confirm that they have not requested a block on wagers or are not currently subject to such a block from any other private or government-run gambling or betting agency;
- 1.7 they are placing the bets as individuals and not on behalf of or in association with others;
- 1.8 they do not belong to those persons excluded from making wagers on this website. These include in particular: participants in the events underlying the wager (athletes, officials, coaches, etc.), as well as employees of bookmakers or betting exchange companies.

bet90 Ltd. is under no obligation to verify the accuracy of the statements given under point 1. If bet90 becomes aware that false information has been provided by the customer, bet90 may at any time cancel wagers in whole or in part (even after they have been decided), exclude the customer from placing further wagers, block the betting account, and pay out the remaining credit balance.

2. BETTING EVENT

The sporting events on which wagers may be placed are determined by bet90 and can be found in the game plan on the website. Wagers are offered only with fixed odds.



3. BETTING CONTRACT

The betting contract is made by placing a wager. The wager is deemed valid and accurate based on the wager electronically stored on the central computer of the bookmaker. This can be reviewed in your account. The customer is excluded from a unilateral right of rescission (cancellation of the bet) once the wager has been placed. The customer can correct or delete any virtual betting slip until the submission is confirmed. By confirming the submission of the wager, the customer agrees to fulfil the terms of this contract and waives all rights of rescission or withdrawal. Customers are solely responsible for selecting the wagers they place and cannot rely on the data provided by bet90, which may be inaccurate or incomplete.

4. ADDITIONAL INFORMATION

bet90 has no obligation to provide additional information, such as type of competition (e.g. a league game or a cup match), shortened/extended playing time (e.g. for friendly matches, mini tournaments, youth games, indoor tournaments, etc.), venues (e.g. neutral space), red cards, etc. If such additional information is provided, this information is not guaranteed and shall have no influence on determining the outcome of the wager. The same applies to all statistics, tables, and live scores. bet90 is entitled to cancel any wagers in case of suspected tampering or bet rigging (even post facto) with the legal consequence that the amount wagered for the questionable bets will be credited back to the betting account and the customer will be excluded from placing bets, the betting account will be blocked and the remaining balance will be transferred back to the customer in accordance with [article 3](#) of the bet90 General Terms and Conditions.

The suspicion of manipulation and bet rigging will be aroused when one or more of the following criteria are present:

- wagers on betting events with an unusual outcome,
- wagers with unusually high pay-out results,
- combination bets on unusual games/leagues,
- staggered bets with the same or conspicuously modified combinations,
- bets suggesting collusion that are made within the same time frame and for the same or similar amounts.

5. DECIDING BETS

The results of a wager are decided after the official result of the event is announced. Complaints regarding the decision or the crediting of winnings of any kind must be made in writing



to bet90 (letter, fax or email) no later than 14 working days after the results have been decided.

6. GAMES WITH HOME-FIELD ADVANTAGE

In games with home-field advantage (league games, cup games, etc.), the first team listed on the betting slip is always the home team. If the home team plays the game, for whatever reason, at another sports facility, all bets remain valid, unless the home-field advantage was reversed by the relevant sporting association.

7. DECIDING THE BETTING OUTCOME

The following rules apply for the initial determination of your betting outcome:

- 7.1 All results of wagers will be determined solely by the result of the event certified by the relevant sporting association immediately after the event has concluded. Subsequent modifications of the result/standings by the relevant sporting association are irrelevant for determining the outcome of the wager.
- 7.2 The result after the regular game time (plus possible injury time) shall prevail. Any extra time or penalty shoot-outs etc. have no effect on the betting contract unless the contracting parties have agreed otherwise in the records of bet90 agreement (e.g., "tournament winner", "who moves on", "including overtime", etc.).
- 7.3 In assessing the over/under wager in a penalty shoot-out, all goals made in this shoot-out are counted.

8. SPECIAL RULES

In the following cases, a single bet will be void and the wager will be refunded or, if the bet is part of a multiple bet or system wager, it will be settled as if it was won with odds of 1:0 (one to zero):

- 8.1 If the betting event is listed with an incorrect participant or a reversed home-field advantage.
- 8.2 If a competition/game takes place more than 12 hours after the scheduled start time.
- 8.3 If the wager is made after the actual start of the event underlying the wager. This does not apply to those wagers which due to their nature are offered by bet90 on a continuous basis after the game has started, such as long-term wagers on winners or live bets which can be placed even after the start of an event.



- 8.4 If an event or a match is abandoned without an official result announced immediately by the referee(s). The exception to this are wagers already decided before the game was cancelled (over/under, 1st half, next goal, etc.).
- 8.5 If an incorrect score is shown on the betting slip.
- 8.6 If odds have been obviously reversed or are incorrect.
- 8.7 If the reference to the following features is missing or incorrect: reserve team (R), youth team (J), age restrictions (U) and women's team (F).

These betting and sports betting rules take effect at midnight, 1st November 2015, Central European Time, and replace all previous betting and sports betting rules.