

### IF YOU GET TIRED OF READING, IMAGINE US WRITING THEM

#### 1. These terms

- 1.1. Welcome to BetWarrior's Player terms and conditions (**Terms**).
- 1.2. It is important that Players read these Terms carefully before Signing-in with BetWarrior because they contain important information such as who we are, how Players may access our Website and App, and how to contact us if there is a problem.
- 1.3. These BetWarrior Terms apply to:
  - 1.3.1. the use of the Services (casino, betting etc.); and
  - 1.3.2. the use of the BetWarrior.bet Website and App.
- 1.4. Capitalised words used in these Terms have the meanings set out in the "Definitions" section at the end of these Terms.

### 2. Who we are

- 2.1. The BetWarrior.bet Website and App are operated by GoforLA B.V. a company registered in Curaçao with registration number 146039 and registered office at E-Commerce Park Vredenberg, Hoek Dr. M.J. Hugenholtzweg/Heelsumstraat, Curaçao.
- 2.2. In these Terms, references to "BetWarrior", "we", "our" or "us", means GoforLA B.V.
- 2.3. BetWarrior is licensed and regulated by Curação eGaming under Master License No. 1668/JAZ.Players can make complaints to Curação eGaming via - complaints@curacao-egaming.com.
- 2.4. GoforLB Limited provides payment processing services for the Website and App, on behalf of GoforLA B.V. GoforLB Limited is a company registered in Cyprus with company registration number HE398973 and registered address at Chytron 30, 2nd Floor, Flat/Office A22, 1075, Nicosia, Cyprus. GoforLB Limited is a wholly owned subsidiary of GoforLA B.V.

### 3. Legal agreement

- 3.1. By accessing or browsing the Website or the App, Signing-in with BetWarrior or otherwise using the Services, Players agree that they understand, accept and that they will comply with all documents that form the Agreement.
- 3.2. In these Terms, when we refer to the Agreement, we mean these Terms and all other legal agreements, documents and policies referred to in these Terms and displayed on the Website or on the App, including but not limited to the Rules, the Privacy Policy, the Cookie Policy, the Responsible Gambling Policy and any specific terms relating to a service, bonus or promotion being offered that are communicated to Players from time to time.
- 3.3. If Players do not understand any part of the Agreement or they do not agree with any of its terms, then they should not use the Website or the App or access the Services, and they should contact our dedicated customer services team immediately.

#### 4. BetWarrior services

4.1. We offer a range of gaming and betting services through the Website and App. Players can find detailed information about each Service on the page of the Website or App dedicated to the relevant Service.

## 4.2. If Players:

- 4.2.1. require further information about a Service;
- 4.2.2. do not understand how to use a Service; or
- **4.2.3**. do not understand the Rules relating to a Service, they should contact the customer services team who will be happy to provide further information.
- **4.3.** Although we take reasonable steps to ensure that Players do not access the Website, the App or the Services in Restricted Territories, it is each Player's responsibility to ensure that:
  - 4.3.1. they do not access the Website, the App or the Services in Restricted Territories; and
  - **4.3.2.** their use of the Website, the App and the Services is compliant with laws in the jurisdiction in which they are accessing the Website or App.
- 4.4. If we discover or reasonably believe that a Player is accessing the Services in a Restricted Territory, that shall be deemed a material breach of the Agreement and clause 20 shall apply (Consequences of Material Breach of the Agreement).
- **4.5**. Although we make reasonable efforts to ensure that the Services are provided to the highest standards, neither we nor our Affiliates make any representations, warranties or guarantees, whether express or implied, as to the standard of the Services provided.

### 5. Amendments to the Agreement

- 5.1. We may make minor amendments to the Agreement, without consulting Players, by amending the relevant pages of the Website or App, for example:
  - 5.1.1. to reflect changes in relevant laws and regulatory requirements; and

- 5.1.2. to implement minor technical adjustments and improvements, for example to address a security threat, provided that these changes do not materially affect Players' legal rights or their use of the Services.
- 5.2. We will notify Players via the Website or the App if we materially update, amend or edit the Agreement. Following such notification, if Players continue to use the Website, the App or the Services, Players shall be deemed to agree to the amended Agreement. If Players do not agree to the amended Agreement, they should stop using the Website, the App and the Services immediately.
- 6. The BetWarrior experience and customer service
  - 6.1. We want Players to have the best possible experience with BetWarrior.
  - 6.2. We have a dedicated customer services team who are on hand to provide any assistance that Players may require. Players can contact the customer services team by emailing <a href="help@betwarrior.bet">help@betwarrior.bet</a> by using the chat function on the Website or App.
  - 6.3. If we have to contact Players, we will do so via the Website or the App, by SMS and push notification or by writing to Players at the email address or other address that they provided on Sign-in.
  - 6.4. We hope that Players enjoy using the Services, the Website and the App, however, if Players consider any part of the Services, the Website or the App to be offensive, objectionable or indecent then they should immediately report the issue to our customer services team and cease to use the Website, the App and the Services.

### 7. Responsible gambling

- 7.1. We strive to be the leaders in the market when it comes to responsible gambling and have several self-help tools to help Players manage their gambling. For example, we give Players the ability to limit deposits into their BetWarrior Account and to self-exclude. Clause 18 of these Terms (Voluntary Closure of BetWarrior Account) provides further information on how to voluntarily self-exclude.
- 7.2. Players can find out more about the measures that we have implemented to assist them to gamble responsibly on our dedicated <u>responsible gambling page</u>, referred to in these Terms as our **Responsible Gambling Policy**.
- 7.3. We use reasonable endeavours to comply with and to enforce our Responsible Gambling Policy.
- 7.4. It is Players' responsibility to ensure that they are familiar with and fully understand our Responsible Gambling Policy and Players must not seek to deliberately avoid the measures that we have put in place, for example, by circumventing their own self-exclusion and continuing to place bets.
- 7.5. If our systems detect Player activity or behaviour that is deemed high-risk or symptomatic of irresponsible gambling, then in order to protect Players, we reserve the right to close BetWarrior Accounts temporarily or permanently.

7.6. We accept no responsibility or liability if Players do not use the Website, the App or the Services in accordance with the Responsible Gambling Policy or if they suffer a loss as a result of circumventing any responsible gambling measures that we have implemented.

## 8. Players sign-in

- **8.1.** To use the Services, Players must Sign-in for a BetWarrior Account by following the onscreen instructions on the Website or App.
- 8.2. We reserve the right to prevent a Player from Signing-in for any reason and without explanation. We may do this if, for example, we suspect that an individual that is attempting to Sign-in is under age or intends to use the Services fraudulently.
- 8.3. A Player may only Sign-in using their own name and contact details and Players may not allow others to operate their BetWarrior Accounts.
- 8.4. Each individual Player may only register one BetWarrior Account.
- 8.5. Please also see clause 23 (Security) which provides further important information about Player log in details and BetWarrior Account security.

## 9. Identity checks

- 9.1. To prevent fraud, money laundering and underage gambling, it is important that we verify Players' identities.
- 9.2. We will verify identity on Sign-in, we may also verify identity at other times, for example, when Players request withdrawals or if we notice irregular BetWarrior Account behaviour.
- 9.3. Players agree that we are permitted to use all reasonable means to confirm Players' personal details and creditworthiness including passing such personal information to third parties such as credit reference agencies. We will ask for documentary evidence from Players if our checks are inclusive.
- 9.4. Notwithstanding any other provisions of these Terms relating to withdrawals, if a Player fails our identity checks or fails to provide identity documentation following a request to do so, we may take any or all of the following steps:
  - 9.4.1. temporarily or permanently close a Player's BetWarrior Account;
  - 9.4.2. Confiscate funds held in a Player's BetWarrior Account; and
  - 9.4.3. refuse to process any withdrawals, until proof of identity is provided that is satisfactory to us.

# 10. General player confirmations

- 10.1. By Signing-in, Players confirm that:
  - 10.1.1. they are over 18 years old (or over such other age restriction that may apply in a Player's jurisdiction), and there is no legal restriction on them accessing the Website or the App and using the Services in their jurisdiction;

- 10.1.2. they are not bankrupt or unable to pay their debts as they fall due;
- 10.1.3. they are acting on their own behalf and not on behalf of any third party;
- 10.1.4. they will use the Website, the App and the Services solely and exclusively in a personal and non-professional capacity for recreational and entertainment reasons;
- 10.1.5. all information that they provide to us is true and accurate in all respects, and they will always keep it up to date;
- 10.1.6. they will at all times act honestly, responsibly and respectfully when accessing the Website and the App and using the Services;
- 10.1.7. they will act at all times in compliance with all laws and regulations that may apply to them, it being understood that it is a Player's sole responsibility to ensure that they are aware of and that they fully comply with the same;
- 10.1.8. they will not cheat or act fraudulently when accessing the Website or the App and using the Services (see clause 19 (Fraud and Cheating) for further information); and
- 10.1.9. they will promptly provide any information or documentation reasonably requested by us so that we can verify that they are in compliance with applicable laws, regulations or the Agreement.
- 10.2. The Player confirmations set out above are given at Sign-in and are deemed repeated for so long as a Player has a BetWarrior Account.

### 11. Deposits

- 11.1. To place a real money bet or wager, a Player must first make a deposit into their BetWarrior Account, so that they have a positive BetWarrior Account Balance.
- 11.2. To make a deposit, players may use any of the available methods listed on the payments pages of the Website or App.
- 11.3. Players may only bet or wager with real money that is shown as a credit in their BetWarrior Account Balance; this is to avoid Players going overdrawn and gambling beyond their means.
- 11.4. We reserve the right to add and remove payment methods at any time. We may do this if, for example, we find a new payment method that we think Players may prefer to existing methods.
- 11.5. All deposits are subject to a Players' bank and/or payment provider's authorisation. We will do all we can to facilitate deposits. However, we accept no liability where a third party does not provide authorisation.

- 11.6. A Player may only use a payment method to make a deposit or withdrawal if the same Player is registered as the account holder for the payment method being used.
- 11.7. We will never charge Players for making a deposit. However, certain banks may charge Players if they classify a deposit as a "cash" transaction, they may also impose additional banking charges or overdraft fees. Players should ask their bank for further information on this before making deposits.
- 11.8. We reserve the right to refuse Players' deposits for any reason without explanation. We may do this if, for example, we suspect fraud or if there is a technical issue with the Website or App that prevents a deposit being made.
- 11.9. Any monies deposited with us are protected in the event of our insolvency by virtue of such monies being held by our bank in designated Player bank accounts which are entirely separate from our own business bank accounts.
- 11.10. Players should not use BetWarrior Accounts as banks, and we will not pay interest on funds that are deposited in BetWarrior Accounts.
- 11.11. Players must only use valid and lawful payment methods, and they must only make deposits into their BetWarrior Account where they are a named account holder in respect of the payment method used to make the deposit. If we identify that a deposit has been made by someone other than the Player in whose name the relevant BetWarrior Account has been registered, or if there has been a transfer between two BetWarrior Accounts, we reserve the right to Confiscate such deposits (and any winnings arising from such deposits).
- 11.12. If Players deposit funds in a currency other than the currency that they selected on Signin, they shall be solely responsible for any currency exchange fees charged by third parties. We will never charge any currency exchange fees.
- 11.13. A Player must only deposit funds into their BetWarrior Account for the purposes of using such funds to place bets or wagers on the Website or App. If we reasonably consider that a Player is depositing funds without any intention to place bets or wagers, we shall deem that a material breach of the Agreement and clause 19 shall apply (Consequences of Material Breach of the Agreement).
- 11.14. We will not offer credit to Players (neither will any of our employees) and all bets must be supported by sufficient cleared funds in a Player's BetWarrior Account. We may void any bet or wager which may have inadvertently been accepted when a Player's BetWarrior Account did not have sufficient funds to cover the bet or wager.
- 11.15. Should funds be credited to a Player in error, it is the Player's responsibility to inform us immediately. If we credit winnings to a BetWarrior Account in error, those funds are not available for use, and we will void any transactions involving such funds. We reserve the right to, at any time, deduct the relevant amount from a Player's BetWarrior Account and/or reverse any transactions carried out with funds that have been credited to the BetWarrior Account erroneously.
- 11.16. Unless otherwise stated, all monetary amounts referred to on the Website or the App are given in the currency that each Player selected on Sign-in.

11.17. We confirm that we will hold and manage funds held in Players' BetWarrior Accounts securely and in accordance with generally accepted guidelines for cash management. This may include instructing third-party financial institutions and payment solution providers to act on our behalf to carry out tasks such as receiving deposits, holding and managing funds and facilitating withdrawals.

#### 12. Game rules

- 12.1. The Website and App display Rules for the Services. Amongst other things, the Rules explain the following:
  - 12.1.1. how to place bets and wagers;
  - 12.1.2. how to play games; and
  - 12.1.3. how Players can win or lose each game, bet or wager.
- 12.2. It is important that Players understand the Rules. By Singing-in, Players confirm that they have read and are familiar with the Rules and that they agree to be bound by them.
- 12.3. If Players do not understand the Rules, they should not use the Service(s) to which the Rules relate. Continuing to use Services when Players do not understand the relevant Rules could lead to unexpected losses.
- 12.4. Players agree to be bound by any specific terms and rules that are communicated to them from time to time. To the extent that there is any conflict between such specific terms and these Terms then these terms shall prevail.

### 13. Sports betting

- 13.1. BetWarrior Sports Book is an online sports betting service currently provided to BetWarrior by Kambi (Malta) Limited (**Kambi**), a company incorporated under the laws of Malta, with registration number C49777 and registered office at Level 3, Quantum House, Abate Rigord Street, Ta 'Xbiex, XBX1120, Malta. The BetWarrior Sports Book is provided by Kambi under a licence granted in Malta. Kambi also holds an Alderney Category 2 Associate Certificate.
- 13.2. BetWarrior reserves the right to make changes to the betting limits, pay-out limits and offerings. Any change shall not relieve BetWarrior of its obligation to honour any outstanding obligations or wagers at the time of such change.
- 13.3. A bet can be declared void, and will be declared void, if required under applicable laws or in the event of Force Majeure. If a bet has been voided for any reason, it will not count towards any bonus campaign or promotion.
- 13.4. The specific Rules that relate to sports betting can be found here.

### 14. Placing bets and winnings

14.1. The Rules that relate to each Service explain how to place bets and wagers; Players should read these carefully.

- 14.2. We reserve the right to limit, cancel or refuse Players' bets and wagers if, in our absolute discretion, we consider them to be too large or if we are of the opinion that a Player's betting patterns suggest that our systems are being abused.
- 14.3. When Players place bets or wagers, funds will be deducted from their BetWarrior Accounts in the following order:
  - 14.3.1. First real money deposits will be deducted;
  - 14.3.2. Second cleared bonuses will be deducted; and
  - 14.3.3. Third uncleared bonuses will be deducted.
- 14.4. For the purposes of these Terms, a bonus or part of a bonus is deemed to be cleared if it has met BetWarrior requirements to be treated as real money. Such requirements shall be set out in the terms and conditions of the relevant bonus, or shall be otherwise communicated to Players via the Website or App.
- 14.5. Winnings will automatically be credited to a Player's BetWarrior Account Balance within a reasonable period of time.
- 14.6. The maximum aggregate winnings for casino and bingo products for each BetWarrior Account in any one calendar day (00:00 23:59) are USD 200,000 (two hundred thousand US dollars) (or the equivalent amount in a Player's chosen currency).
- 14.7. Limits on winnings for individual games may apply. We will communicate applicable limits to Players through the Website or App.
- 14.8. We reserve the right, acting reasonably, at any time to vary the maximum withdrawal amounts and winnings limits set out in these Terms without reference to Players, and we will publish such changes on the Website or App.

### 15. Bonuses and promotions

- 15.1. From time to time we may offer bonuses or promotions to Players. We will communicate any specific Rules or terms relating to such bonuses or promotions, including details on how each game can contribute to the bonuses or promotions, prior to or at the same time as the bonuses or promotions are offered to Players.
- 15.2. All offers are limited to one per individual, household, residential address, e-mail address, credit card number, bank account, telephone number, computer, device and IP address. If we have reasonable grounds to suspect that a bonus or promotion is being claimed by or for the benefit of the same Player more than once or by a group of Players acting together then we may withdraw the availability of any offer or all offers to that Player or group of Players and/or void any bet funded by the bonus or offer and Confiscate any winnings from such bets.

## 16. Withdrawals from BetWarrior account

16.1. At any time, a Player may request a withdrawal of any amount showing as a credit on their BetWarrior Account Balance by requesting a withdrawal through the Website or the App.

- 16.2. All offers are limited to one per individual, household, residential address, e-mail address, credit card number, bank account, telephone number, computer, device and IP address. If we have reasonable grounds to suspect that a bonus or promotion is being claimed by or for the benefit of the same Player more than once or by a group of Players acting together then we may withdraw the availability of any offer or all offers to that Player or group of Players and/or void any bet funded by the bonus or offer and Confiscate any winnings from such bets.
- 16.3. Withdrawals should be requested from the BetWarrior Account withdrawals page which can be found on the Website or App. Unfortunately, we are not able to accept requests for withdrawals made by telephone, electronic mail or any other means of communication.
- 16.4. Acceptance of withdrawal requests shall be subject to Players having made real money deposits and having sufficiently wagered with such real money deposits. Players must also have complied with any other terms and conditions that we may communicate to them from time to time.
- 16.5. All withdrawal requests shall be subject to any applicable transaction limits on withdrawals which may be imposed by us or our Affiliates. We will communicate limits to Players via the Website or the App prior to a withdrawal and withdrawals shall only be made using withdrawal methods approved by us.
- 16.6. If Players need to withdraw all funds and reduce their BetWarrior Account Balance to zero, they will need to cancel any bets (to the extent such cancellation is permitted) and other pending actions through the Website or the App.
- 16.7. In order to prevent fraud and money laundering, we may request identification documentation from Players prior to processing withdrawals. For further information on identity checks, please see clause 9 (Identity Checks).
- 16.8. Subject to the satisfaction of our identity and security checks, we will aim to process withdrawals within 48 hours of a request. Please note that it may take longer than 48 hours for transfers to complete because financial institutions may require additional time to process transfers.
- 16.9. The maximum aggregate amount that a Player can withdraw in one calendar day is USD 30,000 (thirty thousand United States dollars) (or the equivalent in a Player's selected currency), or such lower amount as may be applied in accordance with clause 16.5.
- 16.10. We will return funds using the same method that Players used to make their initial deposit, where technically possible.
- 16.11. Players will need to pay all handling charges imposed by their banks and payment providers and whilst we always aim to minimise costs, we reserve the right to charge Players for administrative costs resulting from withdrawals that they make, if we do, we will always notify Players in advance.
- 16.12. Before Players' withdrawals are processed, we may review Players' usage of the Website, the App and the Services to determine whether there have been any irregular playing patterns or whether funds have been deposited but not used to place bets. Should we deem, at our sole discretion, that there has been irregular behaviour, we reserve the right to withhold any withdrawals, to close Players' BetWarrior Accounts and to Confiscate winnings and bonuses.

#### 17. Inactive user accounts

- 17.1. If a Player has not logged in to their BetWarrior Account for more than twelve months, we will notify the Player via the Website or the App or by using the email address that they used to Sign-in.
- 17.2. If a Player has still not logged in to their BetWarrior Account after thirteen months, and they have a positive BetWarrior Account Balance, we will send the Player a second notification and will start to deduct a monthly account maintenance fee of no more than USD 5 (five United States dollars) (or local currency equivalent) on the first day of each month until the earlier of the following:
  - 17.2.1. the BetWarrior Account Balance is reduced to zero, at which point the BetWarrior Account will be closed; or
  - 17.2.2. the Player logs into their BetWarrior Account, at which point we will cease to deduct the monthly account maintenance fee.
- 17.3. If a Player has not logged in to their BetWarrior Account for more than thirteen months and there is a zero BetWarrior Account Balance, we will close the BetWarrior Account, and there will be no monthly account maintenance fee.
- 17.4. Payers should note that account maintenance fees charged under these Terms are not refundable.
- 18. Voluntary closure of BetWarrior account
  - 18.1. If Players consider that they may have a gambling problem or are at risk of developing a gambling problem, we would strongly urge them to temporarily or permanently close their BetWarrior Accounts using any of the methods set out below. We would also strongly advise them to contact a gambling support organisation, details of these can be found on our responsible gambling page.
  - 18.2. Players may at any time elect to take a break from betting by temporarily closing their BetWarrior Account for a fixed period of time, this is known as **self-excluding**. Players may self-exclude for the period that they require by going to the BetWarrior Account settings page on the Website or App. Alternatively, Players can contact customer services who will be happy to assist.
  - 18.3. Once Players have self-excluded, they will not be able to log in to their BetWarrior Account until the self-exclusion period that they selected has expired. Once the self-exclusion period expires, Players will regain full access to their BetWarrior Accounts and may continue to use the Services.
  - 18.4. As an alternative to a fixed period of self-exclusion, players may close their BetWarrior Accounts at any time for an indefinite period by going to the BetWarrior Account settings page on the Website or App or by contacting customer services. Players may re-open their BetWarrior Accounts at any time by contacting customer services.
  - 18.5. Players may permanently close their BetWarrior Accounts at any time by contacting customer services. To prevent harm to Players, they may not re-open their BetWarrior Accounts once they have been permanently closed.

### 19. Fraud and cheating

- 19.1. We will not tolerate any fraudulent activity or cheating. If we consider in our reasonable discretion that a Player has:
  - 19.1.1. dishonestly manipulated our Services or taken unfair advantage of us or our Services; or
  - 19.1.2. tempted to defraud us or any other Player, person or legal entity,

then this shall be deemed a material breach of the Agreement, and the provisions of clause 20 (Consequences of a Material Breach) shall apply.

- 19.2. A non-exhaustive list of what we consider to be a fraudulent activity or cheating is set out below:
  - 19.2.1. identity fraud;
  - 19.2.2. payment fraud;
  - 19.2.3. money laundering;
  - 19.2.4. third-party funding;
  - 19.2.5. abusing promotional offers resulting in guaranteed Player profits irrespective of the outcome;
  - 19.2.6. breaking an applicable law in any jurisdiction;
  - 19.2.7. forgery;
  - 19.2.8. transfer of funds from one BetWarrior Account to another;
  - 19.2.9. transfer of a BetWarrior Account to another person;
  - 19.2.10. the use of automated players (sometimes known as bots);
  - 19.2.11. collusion with other individuals;
  - 19.2.12. the utilisation of software or other means to gain an advantage;
  - 19.2.13. utilising any techniques to circumvent the standard house edge or advantage in games;
  - 19.2.14. chip dumping;
  - 19.2.15. exploitation of loopholes, faults or technical errors within our software or Website or App functionality;

- 19.2.16. betting on fixed sporting events; or
- 19.2.17. using insider information.
- 20. Consequences of material breach of the agreement
  - 20.1. Notwithstanding any other specific remedies set out elsewhere in these Terms, if we consider that a Player is or may be in material breach of the Agreement, we may at our sole discretion and until such time as the breach is rectified to our satisfaction:
    - 20.1.1. Confiscate funds in the Player's BetWarrior Account;
    - 20.1.2. temporarily or permanently close the Player's BetWarrior Account and prevent participation in games (including the right to end games that are already running), promotional activities, competitions and other Services; or
    - 20.1.3. indefinitely refuse the withdrawal of funds from the Player's BetWarrior Account.
  - 20.2. If we take any of the actions set out in clauses 20.1.1 to 20.1.3 above, due to the material breach by the Player of the Agreement, the Player shall indemnify us in respect of any claims, losses, damages, costs and expenses suffered by us as a result of such breach.
  - 20.3. At our sole discretion, we may report any breaches or suspected breaches of the Agreement to competent authorities and / or to the police, and we may share Players' personal information with such authorities.

## 21. Players' personal information

- 21.1. We respect Players' privacy and are committed to being transparent when it comes to collecting and processing Players' personal information.
- 21.2. We will comply with all applicable data protection legislation in relation to personal information that Players supply to us when they access the Website and use the Services.
- 21.3. We have prepared a Privacy and Cookies Policy to provide Players with further information on the subject of data security and privacy. More specifically, the Privacy and Cookies Policy explains how and for what purposes we process Players' personal information and who it is shared with. The policy also explains how and for what purposes we use cookies and other similar technologies to collect information about Players when they visit the Website or use the App.
- 21.4. We hope that the information set out above and contained in our policies is helpful. However, should Players have any questions in relation to the handling of their personal information, they should contact <a href="mailto:privacy@betwarrior.bet">privacy@betwarrior.bet</a>.

### 22. The website and app

- 22.1. We have designed the Website and the App to give Players the best possible BetWarrior experience.
- 22.2. Whilst we use reasonable care and skill to ensure that the Website and the App are fully functional and secure at all times, we cannot guarantee that the Website or the App, or

any Content on either, will always be available, that it will be uninterrupted or that it will be provided without error.

- 22.3. We may need to suspend or restrict the availability of all or any part of the Website or App, without explanation, for business and operational reasons or if we consider that a Player is accessing the Website or App from a Restricted Territory. We will try to give Players reasonable notice of any suspension or restriction.
- 22.4. Players should note that they may be using a connection or equipment which is slower than equipment used by other Players and that this may affect a Player's performance in time critical products (e.g. in-play betting). We accept no responsibility for the speed of Players' equipment or connection.
- 22.5. Players may encounter system flaws, faults, errors or service interruption caused by unexpected flaws, faults or errors in the software, hardware or networks used to provide the Services. Where such flaws, faults or errors cause a product to be interrupted in circumstances where it cannot be restarted from exactly the same position without detriment to a Player, we will take all reasonable steps as soon as practicable to remedy the problem and ensure that the affected Player is treated fairly in the circumstances.
- 22.6. Although we make reasonable efforts to update the information on the Website and the App, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website and the App is accurate, complete or up to date.
- 22.7. We receive feeds, commentary and content from several third parties (for example, sports fixtures and results) and as we have no control over that information, we accept no liability in respect of it nor can we guarantee its accuracy.
- 22.8. Where materials are included on the Website or the App in more than one language, the English language version shall prevail.
- 22.9. Where the Website or the App contains links to other sites and resources provided by third parties, these links are provided for Players' information only. Such links should not be interpreted as approval by us of those linked websites or of the information that Players may obtain from them. We have no control over the content of those sites or resources, and we accept no responsibility in respect of them.
- 22.10. The Website and the App may include information and materials uploaded by other Players, including on bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other Players on the Website and the App do not represent our views or values.
- 22.11. If Players wish to complain about information and materials uploaded by other Players, we request that they contact customer services.
- 22.12. Any Player content uploaded to the Website or the App shall be deemed non-confidential and non-proprietary, and we have the right to use, copy, delete, distribute and disclose such content for any purpose.
- 22.13. We endeavour to ensure that the Website and the App are secure and safe. However, we cannot guarantee that they will be secure or free from bugs or viruses.

- 22.14. Players are responsible for configuring their information technology, computer programmes and platform to access the Website and the App.
- 22.15. For the benefit of all those that use the Website and the App, Players must not misuse the Website or the App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Players must not attempt to gain unauthorised access to the Website or the App, the server on which the Website or the App is stored or any server, computer or database connected to the Website or the App. Players must not attack the Website or the App via a denial-of-service attack or a distributed denial-of-service attack. Breach of this clause is deemed a material breach of the Agreement and Players may be committing a criminal offence by doing so. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing Players' identities to them. In the event of such a breach, Players' right to use the Website and the App will cease immediately.

### 23. Security

- 23.1. Players' online security is important to us, and we have implemented technical measures to prevent security breaches that may affect Players.
- 23.2. If Players choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, they must treat such information as confidential. Players must not disclose this information to any third party and must not allow any third party to access the Website or the App using their login credentials.
- 23.3. We have the right to disable a Player's password, whether chosen by them or allocated by us, at any time, if in our reasonable opinion the Player has failed to comply with any of the provisions of the Agreement.
- 23.4. Players should monitor their BetWarrior Accounts for unusual activity. If Players consider that there has been an unusual activity or they suspect that someone else may have access to their BetWarrior Account, they should change their password immediately and notify customer services.
- 23.5. Players are solely responsible for the security of their devices and for all bets placed and other activities carried out using their BetWarrior Account credentials, whether by them or by third parties. Bets and wagers will stand if they have been made using correctly entered Player log in details.
- 23.6. Players should take all appropriate measures to protect the devices (and the data and / or software stored on the devices) with which they access the Website and the App against damage and any sort of intrusion. We strongly encourage Players to install anti-virus software on their devices.

## 24. Intellectual property

- 24.1. The design of the Website, the App and the Services, all software contained within the Website, the App and Services, and all Content are protected by copyright, trade-marks, patents and other intellectual property rights belonging to us and / or our licensors.
- 24.2. We expressly reserve all intellectual property rights in and to the Services, the Website, the App and the Content and Players may not use the Services, the Website, the App or the Content for any reason not expressly permitted under these Terms.

- 24.3. Under no circumstances shall using the Website, the App or the Services grant Players any interest in intellectual property rights owned by us or by any third party.
- 24.4. Except to the extent required to use the Website, the App the Content or the Services for the purpose of placing bets or wagers, no part of the Services, the App or the Website may be reproduced, downloaded, modified, copied, republished, or used in any other manner and by any means.

### 25. Complaints and dispute resolution

- 25.1. We hope that Players have a positive experience with us but should Players wish to raise a complaint, they should contact the customer services team who will do all they can to resolve the issue to the Player's satisfaction.
- 25.2. If Players are not satisfied with the outcome of their complaint, they may submit a formal complaint to the BetWarrior Management Team by emailing <a href="mailto:complaint@betwarrior.bet">complaint@betwarrior.bet</a>.
- 25.3. Formal complaints should include the following information:
  - 25.3.1. the helpdesk ticket number allocated when the issue was initially raised with customer services;
  - 25.3.2. an explanation of the reasons why the Player is not satisfied with the outcome of the initial investigation by customer services; and
  - 25.3.3. their expectation of how the complaint should be resolved.
- 25.4. Please note that formal complaints submitted without providing the information listed above and formal complaints that are submitted without first attempting to resolve the issue with customer services will not be reviewed by the Management Team and will be referred to customer services.
- 25.5. All complaints will be reviewed within 10 days and Players will be informed about the Management Team's decision promptly. We are committed to acting fairly when deciding on the outcome of complaints.
- 25.6. If following the decision of the Management Team, which shall be deemed to be final, the case resolution is still unsatisfactory, Players may raise the issue with Curação eGaming via <a href="mailto:complaints@curacao-egaming.com">complaints@curacao-egaming.com</a>, and we will provide all appropriate cooperation.

#### 26. Restricted Territories

26.1. It is illegal to use the Website or the App or use the Services in the following territories: US (and all US territories), Australia, UK, Spain, France (and French territories), Italy, Portugal, Sweden, Netherlands (and the former Netherlands Antilles), Denmark, Austria, Belgium, Argentina, Poland, Czech Republic, Slovakia, Romania, Bulgaria, Lithuania, Latvia, Ukraine, Macedonia, Bosnia, Estonia, Albania, Montenegro, Kosovo, Serbia, Croatia, Moldova, Hungary, Slovenia, Georgia, Azerbaijan, Belarus, Armenia, Kazakhstan, Uzbekistan, Turkmenistan, Afghanistan, Syria, Libya, Iraq, Iran and Lebanon and any other territories that we my notify Players of from time to time.

- 26.2. BetWarrior casino content is not available in the following countries under any circumstances: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Panama, Pakistan, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe.
- 26.3. Netent casino content is prohibited from Players residing in the following countries: Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Serbia, Spain, Sweden, Switzerland, United Kingdom, the United States of America.
- 26.4. Playing the following branded games Jumanji, emojiplanet, Guns & Roses, Jimi Hendrix & Motörhead, Planet of the Apes is prohibited for Players from the following countries: Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Cambodia, Ecuador, Ethiopia, Ghana, Guyana, Hong Kong, Iran, Iraq, Israel, Kuwait, Laos, Myanmar, Namibia, Nicaragua, North Korea, Pakistan, Panama, Papua New Guinea, Philippines, Singapore, Sri Lanka, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, Yemen, Zimbabwe. Belgium, Bulgaria, Canada, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania Mexico, Portugal, Romania, Serbia, Spain, Sweden, United States of America, United Kingdom, Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey and Ukraine.
- 26.5. Vikings video slot cannot be played from the following countries: Afghanistan, Albania, Algeria, Angola, Australia, Azerbaijan, Cambodia, China, Ecuador, France, Guyana, Hong Kong, India, Indonesia, Iran, Iraq, Israel, Kuwait, Laos, Malaysia, Myanmar, Namibia, North Korea, Pakistan, Papua New Guinea, Philippines, Qatar, Russia, Singapore, South Korea, Sudan, Syria, Taiwan, Thailand, Tunisia, Turkey, Ukraine, United States of America, Uganda.
- 26.6. Universal Monsters (Frankenstein, the Bride of Frankenstein, Dracula, The Mummy, The Wolf Man, Creature from the Black Lagoon and The Invisible Man), can only be played in the following countries: Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Brazil, Georgia, Iceland, Liechtenstein, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Ukraine, Croatia, Macedonia, Turkey, Austria, Bulgaria, Cyprus, Czech Republic, Finland, France, Germany, Greece, Hungary, Ireland, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Peru, Poland, Slovakia, Slovenia, and Sweden.

### 27. Liability

- 27.1. We shall have no liability for any claims, losses, or damage caused by errors or omissions by Players nor for any actions taken by us under Players' instructions.
- 27.2. We do not exclude or limit in any way our liability to Players where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 27.3. Neither we nor our Affiliates shall have any liability to Players for any incidental, indirect, consequential or special losses, any loss of profit, loss of business, loss of data, loss of revenue, depletion of goodwill or reputation, business interruption, or loss of business opportunity.
- 27.4. If defective digital content that Players access through the Website or the App, damages a device or digital content belonging to a Player and this is caused by our failure to use

reasonable care and skill, we will either repair the damage or pay compensation (at our election). However, we will not be liable for damage that Players could have avoided by following our advice to apply an update offered free of charge or for damage that was caused by Players failing to follow installation instructions correctly or to have in place the minimum system requirements advised by us.

- 27.5. Players agree to compensate us in full in respect of any loss, cost, damage, expense (including legal fees) or liability that we may suffer as a result of:
  - 27.5.1. a breach by Players of the terms of the Agreement; and/or
  - 27.5.2. Players unauthorised use of the Website, the App, the Content and/or the Services.
- 27.6. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO A PLAYER IN CONNECTION WITH THE AGREEMENT OR A PLAYER'S ACCESS TO AND USE OF THE WEBSITE, THE APP AND THE SERVICES EXCEED THE AMOUNT OF THE BET OR WAGER PLACED BY A PLAYER THAT GAVE RISE TO THE CLAIM OR IF THE LOSS DOES NOT RELATE TO A BET OR WAGER, THE SUM OF USD 10,000 (TEN THOUSAND UNITED STATES DOLLARS) (OR EQUIVALENT IN A PLAYER'S SELECTED CURRENCY), REGARDLESS OF THE CAUSE OF ACTION.
- 27.7. Nothing in this clause 27 shall limit our liability to pay Players winnings or other sums properly due to them, subject always to the Agreement and any maximum winnings limits.

## 28. Other provisions

- 28.1. Players may not assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all their rights and obligations under the Agreement. We may transfer or transmit any of our rights and obligations under these Terms to any third party without notice to Players.
- 28.2. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 28.3. If these Terms are translated into any language other than English, the English language version shall prevail.
- 28.4. The Agreement constitutes the entire agreement between Players and us and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between Players and us, whether written or oral, relating to its subject matter.
- 28.5. The other documentation that makes up the Agreement forms an integral part of these Terms and shall have effect as if set out in full in the body of the Terms. In the event of any inconsistency between the main body of the Terms and the other documents that make up the Agreement, the main body shall prevail.

- 28.6. If we need to notify Players under these Terms, we will do so by email to the email address provided on Sign-in.
- 28.7. Any transaction carried out by a Player via the Website or the App, for example, placing a bet or playing a game, shall be deemed to have taken place in Curação.
- 28.8. These Terms, their subject matter and their formation, are governed by Curaçao law. Players and we both agree that the courts of Curaçao will have exclusive jurisdiction except that we may elect to enforce the terms of the Agreement in the country of a Player's residence / domicile should we so wish.

#### 29. Definitions

**Affiliates** – in relation to BetWarrior, its group companies and any third parties who facilitate the provision of the Services by BetWarrior to Players, including but not limited to, third party payment service providers.

**Agreement** – means these Terms, and all other legal agreements, documents and policies referred to in these Terms and set out on the Website or the App, including but not limited to, the Rules, the Privacy and Cookies Policy, the Responsible Gambling Policy and any specific terms relating to a service, bonus or promotion being offered.

**App** – shall mean the BetWarrior.bet mobile application, including any related websites or applications, sub-domains, source code and/or website APIs, whether visible or not.

**BetWarrior** - means GoforLA B.V. a company registered in Curaçao with registration number 146039 and registered office at E-Commerce Park Vredenberg, Hoek Dr. M.J. Hugenholtzweg/Heelsumstraat, Curaçao.

BetWarrior Account - shall mean a BetWarrior account opened by a Player on Sign-in.

**BetWarrior Account Balance** – shall mean the level of cleared real money funds held in a Player's BetWarrior Account, excluding, for the avoidance of doubt, any uncleared bonuses.

**Confiscate** – shall mean the action of either, at our sole discretion: (1) freezing funds held in a BetWarrior Account so that they cannot be accessed, or (2) deducting funds from a BetWarrior Account Balance and moving them from our dedicated bank account for Player funds to our general business account, after which transfer, the funds shall belong to us.

**Content** – shall mean all information, data, images, photographs, videos, text and other content displayed on the Website and the App and/or the Services (including without limitation the Third Party Content).

Force Majeure – refers to any occurrence or condition beyond a party's reasonable control which leads to a delay or default in the performance of a contractual obligation and shall include Acts of God, government restrictions (including the denial or cancellation of any necessary licence where such denial or cancellation is made through no fault of the affected party), wars, outbreak of hostilities, riots, civil disturbances, insurrections, acts of terrorism, fire, explosions, floods, theft, malicious damage, strikes, lockouts, power outages, internet outages and/or any other cause beyond the reasonable control of the party whose performance is affected.

**Kambi** – has the meaning given to it in clause 13.1.

Player – shall mean any person that accesses the Website or App or that uses the Services.

**Responsible Gambling Policy** – means the Website's dedicated responsible gambling page and any resources referred to or linked to therein.

Restricted Territories - means the territories listed in clause 26 in relation to each Service.

**Rules** – means the rules for each Service as displayed on the Website or the App or on a website hosted by a third party and referred to on the Website or the App.

**Sign-in** – shall refer to the process of a Player registering a Player Account and **Signing-in** shall be construed accordingly.

**Services** – all gaming, betting and other services that a Player can access through the Website or the App, including the facilitation of withdrawals and deposits into BetWarrior Accounts and all promotions and bonuses.

**Terms** – these Player terms and conditions.

**Third Party Content** – means any content available on the Website or the App belonging to a third party including but not limited to the names and images of any athletes, sports teams, event organisers, or players displayed on the Website or the App.

**Website** - the betwarrior.bet website including any related websites, sub-domains, source code and/or website APIs, whether visible or not.