

Terms & Conditions

Terms and Conditions of Use of Services of Starbet:

1.0 General

- 1.1. These terms and conditions ("Terms and Conditions") apply to the usage of games provided through any URLs or other front-end sources belonging to or licensed to Starbet Limited ("the Websites"), as may be specified from time to time. For the purpose of these Terms and Conditions, Starbet is referred to as "we" or "us" and the player as "you" or "the Player". The Terms and Conditions also apply to related mobile or other platforms enabled by you. 'Games' means Sportsbetting and other games as may from time to time become available on the Websites. We reserve the right to add and remove Games from the Websites at our own discretion.
- 1.2. Starbet Limited is a limited liability company incorporated in Malta, and subject to Maltese law, having its registered address at Cornerline, Dun Karm Street, Birkirkara, Malta.
- 1.3. Starbet Limited is licensed and regulated in Malta by the Malta Gaming Authority under a Type 2 gaming vertical, with licence number MGA/B2C/XXXX/2019 issued on the XX/XX/2019.
- 1.4. These Terms and Conditions come into force as soon as you tick the box for acceptance during the registration process or sign a physical contract. By checking this box or signing, you signify to us that you have read these Terms and Conditions and accept them. By using any of the Websites, you signify that you agree with these Terms and Conditions.
- 1.5. You must read these Terms and Conditions carefully in their entirety before ticking the box for acceptance. If you do not agree with any provision of these Terms and Conditions, you must not use or continue to use the Websites.
- 1.6. You fully understand and agree to be bound by the Terms and Conditions contained herein, as may be amended by us from time to time.
- 1.7. Whenever we amend these Terms and Conditions, we will notify you prior to such changes taking effect and you will be required to re-confirm your acceptance. You will not be allowed to continue using our services until you accept the updated changes, but any remaining balance on your account shall always remain available to be withdrawn.
- 1.8. These Terms and Conditions may be published in several languages for information purposes and ease of access by players. It is only the English version that is the legal basis of the relationship between you and us and in case of any

discrepancy between a non-English version and the English version of these Terms and Conditions, the English version shall prevail.

2. Your Obligations as a Player

2.1. You hereby declare and warrant that:

- 2.1.1. you are over 18 years of age or such higher minimum legal age of majority as stipulated in the jurisdiction of your residence and are, under the laws applicable to you, legally allowed to participate in the Games offered on the Websites. It is your responsibility to ensure that you are allowed to gamble on our site;
- 2.1.2. you participate in the Games strictly in your personal non-professional capacity for recreational and entertainment purposes only;
- 2.1.3. you participate in the Games on your own behalf and not on the behalf of any other person;
- 2.1.4. you are not resident of any of the following countries, from which we do not accept registrations: Curacao, Tunisia, Algeria, Libya, Mauritania, Albania, Macau, Afghanistan, Algeria, Cyprus, Greece, Israel, Nigeria, North Korea, Sudan, Turkey, United States, Mali, Chad, Somalia, Kenya, Congo, Gabon, Cameroon, Ethiopia, Tanzania, Angola, Zimbabwe, Botswana, Namibia, Mozambique, Ghana, Burkina Faso, Mauritania, Egypt, Syria, Yemen, Iraq, Morocco, Tunisia, Spain, Italy, Guinea.
- 2.1.5. all information that you provide to us during the term of validity of this agreement is true, complete, correct, and that you shall immediately notify us of any change of such information;
- 2.1.6. you are solely responsible for reporting and accounting for any taxes applicable to you under relevant laws for any winnings that you receive from us;
- 2.1.7. money that you deposit into your Player Account is not tainted with any illegality and, in particular, does not originate from any illegal activity or source;
- 2.1.8. you understand that by participating in the Games you take the risk of losing money deposited into your Player Account;
- 2.1.9. you shall not be involved in any fraudulent, collusive, fixing or other unlawful activity in relation to your or third parties' participation in any of the Games and shall not use any software-assisted methods or techniques or hardware devices or robots, for your participation in any of the Games. We hereby reserve the right to invalidate any betting in the event of such behaviour;
- 2.1.10. in relation to deposits and withdrawals of funds into and from your Player Account, you shall only use bank transfer and other financial instruments that are valid and lawfully belong to you.

- 2.1.11. Check your account balance before placing any bet. Each new bet implies your acceptance of all previous transactions, therefore, you can have no claim against the company or its websites about your bets and winnings. Claims and litigations must be settled before you start betting and within 3 days after the date of the query.
- 2.2. The computer software, the computer graphics, the Websites and the user interface that we make available to you is owned by Starbet or its associates and protected by copyright laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms and conditions we have established and in accordance with all applicable laws, rules and regulations.
- 2.3. Games played on the Websites should be played in the same manner as games played in any other setting. This means that players should be courteous to each other and avoid rude or obscene comments.
- 2.4. The Company reserves the right to terminate and/or, change any games or events being offered on the Website, and to refuse and/or limit bets.

3. Your Player Account

3.1. Registration and opening of your Player account

- 3.1.1. In order for you to be able to place bets using any of the Websites, you must first register personally with us and open an account ("Player Account").
- 3.1.2. You are allowed to have only one Player Account. If you attempt to open more than one Player Account, all betting accounts you try to open may be blocked or closed and any bets may be voided.
- 3.1.3. You must enter all mandatory information requested into your registration form, in particular, your identity, your address and contact details, including a valid e-mail address, your place of residence, phone number, date of birth, relevant payment information; all of which must be true and correct. It is your sole responsibility to ensure that the information you provide is true, complete, correct, and up-to-date. You are hereby notified that we carry out verification procedures and that your Player Account may be blocked for access or closed if you are found to supply false or misleading information.
- 3.1.4. If you notice that you have more than one registered Player Account you must notify us immediately. Failure to do so may lead to your Player account being blocked for access.
- 3.1.5. As part of the registration process, you will have to choose your username and password for your login into the Website(s). It is your sole and exclusive responsibility to ensure that your login details are kept securely. You must not disclose your login details to anyone. We are not responsible for any abuse or

misuse of your Player Account by third parties due to your disclosure, whether intentional or accidental, whether active or passive, of your login details to any third party.

- 3.1.6. You are not allowed to transfer funds from your Account to other players or to receive money from other players into your Account, or to transfer, sell and/or acquire, user accounts.
- 3.1.7. Starbet reserves the right to refuse or close a Player Account at its sole discretion but any contractual obligations already made by Starbet shall be honoured accordingly.
- 3.1.8. Starbet reserves the right to declare a wager void, partially or in full, if Starbet, at its own discretion, deems it obvious that there was an error, mistake, misprint or technical error on the pay-table, odds or software.

3.2. Deposits into your Player Account (For detailed information please refer to "Deposits and Withdrawals" page)

- 3.2.1. You may participate in any Game only if you have sufficient funds on your Player Account for such participation. We shall not give you any credit whatsoever for participation in any Game.
- 3.2.2. We do not charge any fees for processing deposits. Please see our Website, for the current fee structure and deposit timings. From time to time, we will assign minimum deposit levels and maximum deposit levels as specified on the Websites.
- 3.2.3. To deposit funds into your Player Account, you can use any of the methods specified on the relevant pages of the Websites, as may be amended from time to time. Details on the timings for withdrawals in respect to the method utilized are available on the relevant pages of the Websites, as may be amended from time to time. Methods available for deposits are currently only bank transfer.
- 3.2.4. We reserve the right to use additional procedures and means to verify your identity when effecting deposits into your Player Account.
- 3.2.5. Once the transaction has been made, the money will be drawn from your account and assigned to your payment method instantly. For all deposit methods, the deposit is effected immediately. No processing fees are charged for whichever deposit method utilised.
- 3.2.6. The minimum allowed deposited amount is 10€/£/\$. The standard maximum amount allowed to be deposited for the first time is 1000€/£/\$. Players who wish to deposit more than the maximum allowed should contact customer support to receive a personal service.

3.3. Withdrawals

- 3.3.1. Withdrawals will be made to your bank account or other withdrawal methods available from 'the Website'. No fees will be charged for processing withdrawals. Withdrawals will be remitted only to the same account from where the funds paid into the player's account originated. Any withdrawals which cannot be effected via the deposit method used, will be made via bank transfer. We reserve the right to verify all withdrawals and such checks can delay the process for 72 hours. Normally withdrawals will be carried out within 2 - 5 working days.
- 3.3.2. If we mistakenly credit your Player Account with winnings that do not belong to you, whether due to a technical, error in odds, or human error or otherwise, the amount will remain property of us and the amount will be deducted from your Player Account. If you have withdrawn funds that do not belong to you prior to us becoming aware of the error, the mistakenly paid amount will (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by you to us. In the event of an incorrect crediting, you are obliged to notify us immediately by email.
- 3.3.3. Starbet will carry out verification procedures for all depositing players before they are allowed to start playing, and further reserves the right to carry out such verification procedures in case of lower pay-outs. Such verifications may include copies of a Player's passport and/or copies of a Player's utility bills. Account Holders who wish to recover funds held in a closed, locked or excluded account, are advised to contact Customer Support.
- 3.3.4. All transactions shall be checked in order to prevent money laundering. The Company shall report any suspicious transaction to the relevant competent authorities in Malta. If the Player becomes aware of any suspicious activity relating to any of the Games of the Website, he must report this to the Company immediately. Starbet may suspend, block or close a Player Account and withhold funds if requested to do so in accordance with the Prevention of Money Laundering Act. Enhanced due diligence may be done in respect of withdrawals of funds not used for wagering.
- 3.3.5. The maximum winning amount is capped at €100,000 per 24 hours. There are no maximum withdrawal limits on winnings, except those imposed by the individual payment providers. Any amount of money deposited must be wagered fully at least once, before a withdrawal can be effected.
- 3.3.6. You will not get any interest on outstanding amounts and you shall not treat the Company as a financial institution.

3.4. Inactive Player Accounts

- 3.4.1. If no transaction has been recorded on your Player Account for five years, and you have not taken any action in this regard following any notifications from our end, we shall remit the balance on your Player Account to responsible gaming entity of our choice.

3.5. Please be advised that our products are consumed instantly when playing. Thus, we cannot provide returns of goods, refunds or cancellation of your service when playing. If you play a game with real money, the money will be drawn from your player account instantly.

3.6. Closing of Player Accounts

3.6.1. If you wish to close your Player account, you may do so at any time, by contacting customer support in written form. The effective closure of the Account will correspond to the termination of the Terms and Conditions. In case the reason behind the closure of the Account is related to concerns about possible gambling addiction the Player shall indicate it. You will be able to open your account again by sending a request to the customer support team. All requests for re-opened accounts will be evaluated by our Fraud and Risk team who abide by strict anti-addiction guidelines.

4. Responsible Gaming

4.1. You may at your discretion choose to exclude yourself from playing any Games on our Website. In order to block your access to the Games, you need to send an email to customer service at the address provided on the Websites, indicating that you want to exclude yourself for Responsible Gaming reasons.

4.2. When setting up your Player Account you may also choose to set a limit on the amount you may wager within a specified period of time. You may change or revoke the limit or exclusion by written notice or electronic notice given to Starbet. A notice increasing or revoking a limit or decreasing the exclusion has effect only after twenty-four (24) hours after Starbet has received the notice. If funds are not withdrawn before the setting up of an exclusion period, you are advised to contact customer care to recover your funds.

5. Privacy Policy

5.1. You hereby acknowledge and accept that it is necessary for us to collect and otherwise use your personal data in order to allow you access and use of the Websites and in order to allow you to participate in Games.

5.2. We hereby acknowledge that in collecting your personal details as stated in the previous provision, we are bound by the Data Protection Act, Chapter 440 of the Laws of Malta. We will protect your personal information and respect your privacy in accordance with best business practices and applicable laws.

5.3. We will use your personal data to allow you to participate in the Games and to carry out operations relevant to your participation in the Games. We may also use your personal data to inform you of changes, new services and promotions that we think you may find interesting. If you do not wish to receive such direct marketing data,

you may opt out of such service. In cases where we request any additional data from your end, this will be strictly required in order to comply with any verification, fraud or anti-money laundering prevention process. Should you decide to not provide such data within a specified time period, you shall be deemed to have not fulfilled our contractual requirements, and we reserve the right to close your account in such circumstances.

- 5.4. Your personal data will not be disclosed to third parties, unless such disclosure is necessary for the processing of your requests in relation to your participation in the Games or unless it is required by law. As Starbet's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Website, personal data may be disclosed to them. Employees of Starbet, in particular, Customer support, the payment team and other employees shall also have access to your personal data for the purpose of executing their duties and providing you with assistance and the Service. You hereby consent to such disclosures, in which case the third-part name and reason for disclosure will be provided beforehand. The supply of personal data to third parties is on an opt-in basis. No automated decision taking will be made for the submission of your data to any third parties.
- 5.5. We shall keep all information provided as personal data. You have the right to access personal data held by us about you. No data shall be destroyed unless required by law, or unless the information held is no longer required to be kept for the purpose of the relationship.
- 5.6. In order to provide you with an efficient service, we and/or our service providers may transfer your personal data from one country to another in the EU and EFTA regions.
- 5.7. In the processing of your betting account and associated transactions, we may have recourse to contact credit rating agencies, fraud detection agencies, anti-money laundering agencies. These agencies may keep a record of your information. You hereby consent to such disclosures. We may also disclose information, if the request comes specifically from a recognised Authority such as the FIAU.
- 5.8. In order to make your visit to the Websites more user-friendly, to keep track of visits to the Websites and to improve the service, we collect a small piece of information sent from your browser, called a cookie. You can, if you wish, turn off the collection of cookies (please refer to your browser instructions as to how to do this). You must note, however, that turning off cookies may restrict your use of the Websites.
- 5.9. Your personal data will not be submitted to any location outside the European Union.
- 5.10. Starbet will retain your data for 5 years from your last transaction with us. You have the right to access your data, as well as rectify, erase and restrict it whilst having the right to data portability requests. You also have the right to object to the processing of your data, and to withdraw consent, if the processing is based on consent.
- 5.11. Should you have any questions related to data privacy you are kindly requested to

forward such queries to privacy@starbet.com. You also have the right to lodge a complaint with a supervisory authority.

6. Complaints

6.1. If you have a complaint to make regarding our services, you may contact us via email on office@starbet.com. Our Customer Service, Fraud and Finance, and IT departments will work together accordingly, escalating to managers where necessary in order to solve the complaint or query. All complaints will be replied to within a maximum 10 day period.

6.2. Starbet will use best efforts to resolve a reported matter promptly.

6.3. If, for some reason, you are not satisfied with the resolution of your complaint by Starbet, you may report a complaint to an ADR entity such as MADRE by utilising their dispute process on <https://madre-online.eu>

7. Miscarried and aborted games

7.1. The Company is not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. Refunds may be given solely at the discretion of the management.

7.2. The Company shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with website or its content; including without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the site or its content or any errors or omissions in content.

7.3. In the event that a game is postponed or cancelled, all bets will remain open for a 48 hour period from the original scheduled time of the event. If the event does not continue during this time period, all bets place shall be voided.

7.4. Starbet reserves the right to remove any events, or any bet offering on any event on offer at any point in time, without warning, at its sole discretion.

7.5. In cases where there is any suspicion of match-fixing on an event, Starbet reserves the right to void all bets on that match, and to provide any information to any integrity assisting entity as well as any authority if this is required. If you are identified to be involved in any match-fixing attempt, collusion with other players or involved in a syndicate setup, your account will be closed and if necessary, your information will be provided to any required authority.

8. Limitation of Liability

8.1. You enter the Websites and participate in the Games at your own risk. The Websites and the Games are provided without any warranty whatsoever, whether express or

implied.

8.2. Without prejudice to the generality of the preceding provision, we, our directors, employees, partners, service providers:

- 8.2.1. do not warrant that the software, Games and the Websites are fit for their purpose;
- 8.2.2. do not warrant that the software, Games and the Websites are free from errors;
- 8.2.3. do not warrant that the software, Games and the Websites will be accessible without interruptions;
- 8.2.4. shall not be liable for any loss, costs, expenses or damages, whether direct, indirect, special, consequential, incidental or otherwise, arising in relation to your use of the Websites or your participation in the Games.

8.3. You understand and acknowledge that, if there is a malfunction in a Game or its interoperability, any bets made during such malfunctioning shall be void. Funds obtained from a malfunctioning Game shall be considered void, as well as any subsequent game rounds with said funds, regardless of what Games are played using such funds.

8.4. You hereby agree to fully indemnify and hold harmless us, our directors, employees, partners, and service providers for any cost, expense, loss, damages, claims and liabilities howsoever caused that may arise in relation to your use of the Website or participation in the Games.

8.5. To the extent permitted by law, our maximum liability arising out of or in connection with your use of the Websites, regardless of the cause of actions (whether in contract, tort, breach of warranty or otherwise), will not exceed €100.

2.0 8.6 We cannot be held responsible for any action or omission made by the Internet Service Providers (ISPs) providing access to Internet sites. We will not take part in any dispute between you and the ISPs. Moreover, this litigation will not affect your obligations listed in this contract.

3.0 8.7 Any reference to any product, service, procedure, hypertext link, or any other information including trade names, trademarks, trade, manufacturers, suppliers, or other present on the websites does not constitute or imply a promotion, sponsorship, or recommendation by the company.

9. Breaches, Penalties and Termination

9.1. If you breach any provision of these Terms and Conditions or we have a reasonable ground to suspect that you have breached them, we reserve the right to not open, to suspend, or to close your Player Account, or withhold payment of your winnings and apply such funds on account of any damages due by you.

10. Severability

- 10.1. If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision shall be severed from these Terms and Conditions and all other provisions shall remain in force unaffected by such severance.

11. Assignment

- 11.1. We reserve the right to assign or otherwise lawfully transfer this agreement. You shall not assign or otherwise transfer this agreement.

12. Entire Agreement

- 12.1. These Terms and Conditions constitute the entire agreement between you and us with respect to the Websites and, save in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Websites.

13. Applicable law and jurisdiction

- 13.1. These Terms and Conditions shall be governed by the Laws of Malta.
- 13.2. You acknowledge that, unless stated otherwise, the Games are organized in Malta and your participation in these Games takes place within the aforementioned territory. Any contractual relationships between you and Starbet shall be deemed to have been entered into and performed by the parties in Malta, at the registered address of Starbet.
- 13.3. The parties agree that any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be submitted to the exclusive jurisdiction of the Maltese courts.