

BETFUNSPORTS

TERMS AND CONDITIONS

Version 1.03 - July 2024

Table of Content

1. Introduction and General Information.....	2
2. Registration & Deregistration.....	3
4. Inactive Accounts.....	5
5. Player Self-Protection Mechanisms.....	6
6. Privacy Policy.....	6
7. Anti-Money Laundering.....	10
9. Claims and disputes.....	11
10. Disclaimer	11

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1. Introduction and General Information

1.1. These Terms and Conditions (“T&Cs” and/or “Agreement”) constitute and govern the contractual relationship between the parties; Betfunspots (a company

hereinafter referred to as “Betfunspots”; and you, as the user, hereinafter referred to as “You” or “Player”.

1.2. Befunspots is governed by the laws including the Data Protection Act

1.3. Use of the Betfunspots Internet Site, betfunspots.com and the information, materials and links in it, is solely upon the T&Cs set out below (Version no 1.03, last updated on the 07/07/2020), which constitute the entire agreement between the Player and Betfunspots for the use of the Internet Site and the Software.

1.4. Internet gaming is not legal in some countries. It is the player’s responsibility to know if their gaming is legal from the territory in which they are playing. You may only participate in betting or games if it is legal for you to do so according to the laws that apply in the jurisdiction from where you are connecting. It is entirely your responsibility to comply with the laws and regulations of your country. You understand and accept that Betfunspots is unable to provide you any legal advice or assurances and that it is your sole responsibility to ensure that at all times you comply with the laws that govern you and that you have complete legal right to play the Games. You should take legal advice if you have any doubts about whether you can use our services

1.5. The Terms and Conditions are set out in English and Russian languages. Both versions are identical, but in the case of non-compliance the English version shall prevail.

1.6. Betfunspots hereby reserves the right to suspend, add, end, amend and/or supplement these T&Cs from time to time as it may deem appropriate. In case of modification of these T&Cs, on logging into his Account with Betfunspots Limited a pop-up box will inform the Player that the T&Cs have been updated. The Player shall be requested to agree with the updated T&Cs. Any such changes shall be deemed effective as soon as they are accepted by the Player.

2. Registration & Deregistration

2.1. To play at Betfunspots, you will need to first register for an account by choosing a unique username and password and entering other information such as your first and last name, full address, e-mail address and date of birth and telephone number. Only true and current information must be submitted and this information must be updated as necessary to keep it true and current.

2.2. Betfunspots prohibits player collusion and takes measures to prohibit use of devices, such as robots, that distort normal game play.

2.3. Any player applying for an account must register personally and be of legal age (18 years or the legal age of majority in their jurisdiction - whichever is greater). Should any underage account owner be discovered at any point during the lifetime of the account, the account will immediately be closed indefinitely, and all funds deposited to the account will be forfeited in line with the requirements of the remote gaming regulations.

2.4. The player must submit the correct information during his registration. The player also agrees to update this information should there be any changes to his personal data. Betfunspots will accept no liability from third parties whatsoever, resulting from provision of incorrect data by the player.

2.5. Betfunspots allows only one account per person and these details are stored and checked in our database periodically. Should we have reasonable suspicions that any Account Holder has opened multiple accounts with us we reserve the right in our absolute discretion to freeze that account or to close the account immediately and the customer shall forfeit all his winnings. Account Holders should also note that their original deposits will not be refunded. Account Holders shall also be liable towards Betfunspots for damages and costs incurred as a result of the fraud. All new registrations are monitored to ensure that duplicate accounts are not created.

2.6. Selling/transferring and/or acquiring of accounts to/from other players is prohibited.

2.7. Funds cannot be transferred from the account of one player to the account of another player.

2.8. Betfunspots may, at its own discretion, refuse to open an account without having to provide any justification or close an existing account honouring contractual obligations already made unless otherwise specified in the Terms and Conditions.

2.9. The Player hereby acknowledges and confirms that, on the Player making a deposit, Betfunspots has internal checks which it undertakes for the purpose of Know Your Client Procedures.

2.10. Betfunspots will keep the Account Holder's personal data and all the financial transaction details for a minimum period of ten years after the closure of their Betfunspots. Betfunspots will delete the Account Holder's personal data if no transaction has ever been registered on the Account Holder's account, as soon as permitted to do so under the national laws.

3. Deposits and Withdrawals

3.1. To place bets and gamble on Betfunspots, Account Holders are required to deposit funds into the Account by any of the methods specified at Betfunspots, which may change from time to time at Company's sole discretion. Generally, funds will be promptly deposited into player's Account upon actual receipt of funds by Company and/or its agents. Available payment methods can be found under the "Payment Methods" pages of the Website.

3.2. Maximum and minimum limits apply to deposits depending on player's history with Betfunspots, the method of deposit, and as determined solely by the Company. All funds will be paid, tracked and maintained in the currency chosen upon registration and shall not bear interest.

Minimum deposit: the equivalent of €5 on deposits made by available payments methods.

Maximum deposits: the equivalent of €5,000 per week on deposits made by available payments methods.

3.3. Funds deposited should be used for betting purposes only, and any deposit or withdrawal activity should be matched by commensurate betting activity. In addition to the payment methods noted on the Payment Methods page, we also reserve the right to set off any fees incurred by processing your payments against your account without notice, should we consider that you are abusing any of our payment methods.

3.4. You have the right to close your account at any time by sending notification in writing to our Security Team. Should you decide to close your account, we would like to know the reason that has led to this decision. Please include this in your email to our Security Team together with your Full Name, Full Address and Date of Birth. Requests are to be made from the email address that is registered on your Betfunspots account.

3.5. Your account is not a bank account therefore is not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system or by any other similar insurance systems. Any funds deposited in your Betfunspots Limited account shall not attract any interests. Funds deposited are held separately at a leading European financial institution. Any time you make a deposit your funds are held specifically for you and are never mixed with operational funds.

3.6. Whenever possible Betfunspots will process withdrawals using the same method and account chosen by the account holder to make deposits. When it is not possible to do so, the account holder will be required to withdraw back at least the amount deposited via the same method before any additional funds can be withdrawn, usually via bank transfer. The withdrawal method used will remain at the discretion of Betfunspots. Any withdrawals made by bank wire or cheque will only be payable to the name used when registering with the site.

3.7. Betfunspots will do its utmost to process any withdrawal requests within 5 working days from receipt of such request unless Player authentication is required.

3.8. Withdrawal requests equal to or greater than €2000 will require the player to submit a valid form of identification along with proof of a physical/billing address. Also, a cumulative total of € 2000 in deposits, withdrawals will require the account to be verified. Payments will be made as promptly as possible, subject to any necessary security reviews by the Betfunspots.

3.9. You may request to withdraw any or all of your Account Balance and there is no requirement to play in order for you to make such a request, however withdrawal requests without a history of game-play will only be processed after 48 hours on presentation of documents and a service fee of 10% will be applied.

3.10. Payment service providers, which are Betfunspots' counterparties for accepting deposits and withdrawals from/to Players, may charge fees for processing players' payments. These costs are withheld from players' funds. Betfunspots does not charge any fees for processing payments, but does not undertake to take these costs to its expense. The fees for deposits and withdrawal of funds for each available payment method are presented on the page "Payment Methods".

4. Inactive Accounts

4.1. If the Player does not access the Account by "logging in" using his Login and Password for any period of twelve (12) consecutive calendar months, his Account shall be deemed to be "Inactive".

4.2. At least thirty (30) days prior to any fees being incurred by an Inactive Account, the Player shall be notified that an Inactive Account fee, amounting to one Euro (€ 1), is to be charged to his Account. The Player shall be given the option to withdraw the deposited funds in order not to incur such fees.

4.3. Subsequent to the initiation of the charging procedure, the Player retains the right to request reimbursement of any Account fees paid and Betfunspots will undertake to reimburse such fees if the Player could not access his Account due to lack of internet connectivity, health-related impediments and sincere and genuine reasons.

4.4. In the case of dormant, closed, blocked and excluded Accounts, funds may be recovered by sending an email to Betfunsports at mail@betfunsports.com.

4.5. Notwithstanding the preceding clauses contained in this section, if no transaction has been recorded on a Player's Account for thirty (30) months, the balance on the Account shall be remitted to the Player, or if the Player cannot be satisfactorily located, to the Regulatory Authority. Provided that no claim shall lie against Betfunsports after it has remitted the balance in a Player's Account to the Regulatory Authority.

5. Player Self-Protection Mechanisms

5.1. The Player may by using settings in personal area to:

- set a limit on the amount of funds the Player may be utilising within a specified period of time;
- set a limit on the amount of time the Player may play in any one session;
- exclude the Player from playing for a definite or indefinite period of time.
- set up time interval for the Reality Check alerts.

5.2. A Player who has set a limit or exclusion may change or revoke the limit or exclusion by electronic notice given to Betfunsports

5.3. A notice revoking a limit or decreasing the exclusion has effect only after seven (7) days after Betfunsports has received the notice.

5.4. A notice increasing a limit or increasing the exclusion has effect immediately after it is received by Betfunsports.

5.5. Betfunsports shall not allow the Player to play a Game where it is contrary to a limit or exclusion set by the Player under these T&Cs.

6. Privacy Policy

6.1. To ensure proper processing and protection of clients ' personal data, the Company is guided by The General Data Protection Regulation (GDPR).

The company's staff has Data Protection Officers (DPO), who carry out all practical measures to implement the provisions of GDPR. If you have any questions regarding personal data protection, please contact us by email mail@betfunsports.com

6.2. Betfunsports assures Players that their personal data is processed fairly, lawfully and in accordance with good practice and is only collected for specific purposes which are known and accepted by the Player when such Player chooses to make use of the Betfunsports Internet Site and Software systems.

6.3. By opening an Account with Betfunsports, the Player consents that Betfunsports uses your personal data for the following purposes:

- performance of these T&Cs by Betfunspots, suppliers and any third party acting on their behalf;
- own internal marketing and promotion of activities;
- storage and processing in terms of the laws & regulations covering anti money laundering.

6.4. Personal data of Players given to Betfunspots can only be accessed by Betfunspots's employees in possession of the required clearance.

Personal data of players may be processed by authorized employees of Betfunspots in order to implement the Anti-Money Laundering Policy.

6.5. All the aforementioned is in place in order to assure Betfunspots' Players that their personal data is at all times:

- processed in accordance with the rights of the concerned Player;
- processed fairly and lawfully;
- obtained only for a specific and lawful purpose;
- adequate, relevant and not excessive to its purpose;
- accurate and updated;
- kept in a secure manner;
- not kept longer than is necessary for its purpose;
- not transferred to jurisdictions not adhering to the aforementioned Directives; and
- utilised for marketing purposes based on the so called opt-in principle.

6.6. We do not transfer your personal data to third parties for marketing purposes that are not related to the services provided by Betfunspots. Distribution messages using client email addresses, messengers linked to your phones, SMS is made only with your consent. This distribution messages may only contain newsletter about company services.

You can unsubscribe at any time using the appropriate button in the settings of your personal account.

If the company uses the services of specialized providers for sending messages, then only reliable service providers that is observed the GDPR procedures are involved. At the same time we do not transfer your personal data to a third party, and we remain the operator (controller) of your personal data.

6.7. We may share personal data with third parties in the following circumstances:

- when ordered to do so by any regulatory body and/or under any legal provision contained in the governing law;
- we may instruct and authorise the Financial Institution with which an Account Holder's account is held to disclose any information as may be requested by the MGA in respect of an Account Holder's account;

- for verification, and fraud detection purposes, we may transfer your personal data to third parties, including but not limited to so-called Address Verification System service providers, Payment Service Providers, Financial Institutions..

6.8. The personal data that we collect from clients may be transferred to, and stored at, a countries outside the European Economic Area ("EEA"). It may also be processed by companies operating outside the EEA who work for us or for one of our service providers. To ensure your personal information remains safe when transferred like this, we will take all reasonable steps to maintain a suitable level of protection in line with this Agreement.

Any transfer of your personal information to a location outside the EEA will be based on:

- the contractual Standard Data Protection Clauses adopted by the European Commission or a relevant data protection authority; or
- an adequacy decision from the European Commission, confirming that the third country provides adequate protection for your personal information; or
- Your consent, or another legal basis on which we are entitled to make the transfer.

6.9. You have a right to request a copy of the personal information we hold about you. You also have the right to request that information we hold about you which may be incorrect, or which has been changed since you first told us, is updated or removed. These requests are free of charge and can be sent by email to our Data Protection Officer at mail@betfunsports.com.

In some circumstances, you can ask us to erase personal information we hold about you ('the right to be forgotten'). This includes when:

- the information is no longer necessary in relation to the purpose for which it was collected;
- we don't have a lawful ground under data protection law to process your information;
- the data has to be erased to comply with a legal requirement;

This right is subject to mandatory retention periods under EU laws.

6.10. You have the right to ask us to restrict the processing of your personal information. When processing is restricted, we can still store your information, but will not use it further. We keep lists of people who have asked for further use of their information to be 'blocked' to make sure the restriction is respected in the future. This right is available to you when:

- you dispute the accuracy of the personal information, while we verify matters;

- the processing is unlawful, and you object to the erasure of the information and request that we restrict processing instead;
- we no longer need the data, but you require it to establish, exercise or defend a legal claim; and
- we process your information for our legitimate business interests but you object and while we verify the grounds for continued processing.

6.11. You can object to the processing of your personal information based on our legitimate business interests.

You also have the right to object to the use of your personal information for direct marketing purposes, such as when you receive emails from us newsletter which we think will be of interest to you.

You have the right to withdraw your consent to the use of your personal data for newsletters at any time.

6.12. In accordance with this agreement, in order to use our gaming website, you provide your personal data, and confirm that you are required to provide your actual, accurate and complete data. Furthermore, you must inform us of any changes to your information so as to ensure it is kept up-to-date and accurate.

If you are found to be in breach of your obligations or if we have reasonable suspicion that the information you provide is false or incomplete or in any way contrary to Data Protection Law, we retain the right to reject your application for registration or to suspend or terminate your account immediately without notice. In this case, you have no right to any compensation due to the rejection of your application, or the suspension or termination of your account.

6.13. We sometimes may use systems to make automated decisions based on your personal information. This helps us to make sure our decisions are quick, fair, efficient and correct, based on what we know.

We may use automate decisions making in the following situations:

- We can automatically analyze your betting history, in order to identify your preferences for kinds of sports, leagues, and teams, and then recommend coupons that are most likely to be of interest to you.
- detecting fraud - we use your personal information to help decide and detect if your account may be being used for fraud or money-laundering. If we think there is a risk of fraud, we may block or suspend the account;
- opening account - when you open an account with us, we check that the product or service is relevant for you, based on what we know. We also check that you meet the conditions needed to open the account. This may include checking age, residency, nationality;

You have the right not to be subject to a decision - including profiling - when it is based on the automated processing of your personal information and it has a legal effect or a similarly significant effect on you.

Please note that the right does not apply when the processing is:

- necessary for entering into or for the performance of a contract with you; or
- when it is authorised by law; or
- when it is based on your explicit consent.

Any requests relevant to this Section must be addressed in writing to our Data Protection Officer on mail@betfunsports.com.

7. Anti-Money Laundering

7.1. It is unlawful to deposit money from ill-gotten means.

7.2. Betfunsports reserves the right to examine with special attention, and to the extent possible, the background and purpose of any complex or large transactions and any transactions which are particularly likely, by their nature, to be related to money laundering or the funding of terrorism.

7.3. Betfunsports reserves the right to report suspicious transaction to the relevant authorities.

8. Miscarried and aborted games

8.1. Betfunsports 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.

8.2. Betfunsports 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.

8.3. In the event of a Game malfunction all wagers are void.

8.4. In the event a Game is started but miscarries because of a failure of the system, Betfunsports shall refund the amount of money wagered in the game to You by crediting it to Your Account;

8.5. In the event your participation in a game is, after You have made a wager, is interrupted by a failure of the telecommunications system or a failure of the player's computer system that prevents You from continuing the game, the game shall

conclude on its own and on the restoration of the system You may view the outcome of the game in the account pages and if the player wins, the amount won will be debited immediately to his User Account.

9. Claims and disputes

9.1. If an Account Holder wishes to lodge a complaint, it should do via email at mail@betfunsports.com. The parties should do their utmost to reach an amicable settlement within 10 days. Betfunsports will strive to promptly reply to all complaints and in any event within not more than 20 days from the date that an Account Holder provides all information quite required to solutions to the problem that caused the complaint.

9.2. The complaint must contain quite clear information about the Account Holder's identity, and shall give all the relevant details that gave rise to the complaint.

9.3. Any claim regarding client's financial operations shall be made within six months after the transaction, payment or settlement took place otherwise Betfunsports System reserves the right, at its own discretion, not to consider the claim.

9.4. If the outcome of your complaint from Betfunsports is not to your satisfaction then you can forward your complaint free of charge to Alternative Dispute Resolution provider ('ADR') by link <https://madre-online.eu/file-a-claim/> .

9.5. Betfunsports will be going by the decision of the ADR for all complaints which fall within the competence of the jurisdiction of the Small Claims Tribunal in Malta. If your ADR complaint falls outside of the competence of the Small Claims Tribunal in Malta or following the ADR decision you still wish to obtain a binding decision for your complaint, you will have to bring a claim to the appropriate judicial authority.

9.6. If you have exhausted all available means of complaint, and the outcome is still not to your satisfaction, you may also lodge a complaint with the Regulator

10 Disclaimer

10.1. Betfunsports reserves the right to limit/refuse bets if it considers that the player violates the rules of this agreement.

10.2. The company reserves the right to terminate the drawing, any coupon at any time and return all bets and commissions to the clients ' gaming accounts.