

# Terms and Conditions

## Introduction

### Who We Are and What We Do

In these Terms & Conditions, references to the "Operator", "us", "we", "our" mean the operator of the Website, **Ocean Star Limited**, with registered address at 142 Triq il-Kbira, Zebbug ZBG1303, Malta.

The Operator is licensed and regulated by the Maltese Gaming Authority (MGA) under licence number:

Licence Number MGA/B2C/331/2016 issued on 1 August 2018:

The Operator also offers casino products from certain additional suppliers who are not licensed under, or regulated by the Malta Gaming Authority. These additional games are then licensed under their Alderney License. When accessing these games, a pop-up will inform you that you are leaving the Maltese-regulated portion of the Offering. Regardless of the casino product, all deposits and withdrawals are the sole responsibility of the Operator and the casino product suppliers are solely software providers and have no responsibility towards any Customer for the management of funds or your Customer account.

Casino products provided by iSoftbet, Playson and Ainsworth are operated by ISB Alderney Limited and regulated by the Alderney Gambling Control Commission and are hence not under the supervision of the Malta Gaming Authority. They may be provided with their own terms and conditions. In case of conflict between them and these Terms & Conditions, such terms and conditions shall prevail.

### These Terms & Conditions

These Terms & Conditions apply to you, and are binding upon you, if you Participate at 10Bet.

By Participating, you agree that you have read and understood these Terms & Conditions and you acknowledge that these Terms & Conditions shall apply to you.

If you do not agree to any of these Terms & Conditions, you should stop using the Service immediately.

By marking the box labelled "I am at least 18 years old and have read and accept the Terms & Conditions and Privacy Policy" as part of the registration process, you agree to be bound by these Terms & Conditions, which include and are inseparably linked to our [Privacy Policy](#), [Responsible Gambling Policy](#), [Player Protection Policy](#), [Betting Rules](#), [Casino and Games Rules](#), [Cash-Out Terms](#), [Pulse Bet Terms](#), [General Promotion Terms](#) and other promotion-specific terms relevant to your Participation.

You are bound by the Terms & Conditions in any event if you use the Service, including, but not limited to, initiating or making a deposit through the Service or submitting your deposit details to us.

## 1. Definitions

In these Terms & Conditions:

"10Bet" means the brand and all products offered via [www.10bet.com](http://www.10bet.com) both 'Online' (accessed via a computer or laptop) and 'Mobile' (accessed via a mobile phone or tablet). This includes: Sports, Casino, Live Casino and Games.

"Closed Account Customer" means a person whose registered account has been closed, de-registered or excluded by either us or you;

"Customer/s" mean(s) a Registered Customer or a Closed Account Customer;

"Customer Funds" means the aggregate value of funds held by the Operator to the credit of Customers including, without limitation: a) cleared funds deposited at 10Bet by Customers to provide stakes in, or to meet participation fees in respect of, future gambling; b) winnings or prizes which the Customer has chosen to leave on deposit with 10Bet or for which 10Bet has yet to account to the Customer; and c) any crystallised, but as yet, unpaid loyalty scheme or other bonuses.

"Intellectual Property" means trademarks and trade names, whether registered or not, including trade mark applications and registered trademarks, with the goodwill which attaches in such trade names and trademarks, domain names, getup, trade dress and trading style, including without limitation as presented in websites; domain name registrations and any variations thereof now and in the future; any copyright in the getup, trade dress or trading style, any right or license under copyright to use such getup, trade dress or trading style, any software code, architecture of software, look and feel of software, or any other intellectual property, owned by or licensed to us, in each case in any part of the world.

"Offering" means any and all games / offerings by 10Bet.

"Operator" means the operator of the Website, Ocean Star Limited, with registered address at 142 Triq il-Kbira, Zebbug ZBG1303, Malta

"Participate" means any of the conduct described in section 4 below, including visiting 10Bet, playing on any part of the Offering or using our Website in any manner whatsoever.

"Registered Customer" means a person who has successfully registered an account with us in the manner described in clause 4.2 and the account is considered 'open'.

"Service" means the availability and provision of the Website that enables you to Participate.

"we/us/our" means the Operator together with (where context permits) its holding companies and associated companies.

"Website" means www.10bet.com

"You/Your", also referred to as "Customer", means any person who enters 10Bet and Participates in any part of the Offering provided by 10Bet.

## 2.About 10Bet and the Protection of Customer Funds

10Bet is a brand managed by the Operator, Ocean Star Limited (C70956), a Maltese registered company whose registered address is 142 Triq il-Kbira, Zebbug ZBG1303, Malta.

The Customer 'Gaming Contract' is held with the Operator, Ocean Star Limited, and is entered into upon the successful registration of an account at 10Bet. All transactions between you and the Operator take place in Great Britain, where the principal servers are based.

All Customer Funds held by the Operator are held separately from the Operator's funds in accounts separate from its business account. This means that steps have been taken to protect Customer Funds, but that in the event of insolvency there is no absolute guarantee that all funds will be repaid.

## 3.Your Participation at 10Bet

### **3.1. Restrictions**

You may only Participate at 10Bet if you are over 18 years of age.

It is illegal to Participate at 10Bet if you are under 18 years of age.

You may not Participate at 10bet.com if you are geographically located in Afghanistan, Albania, Angola, Australia, Belgium, Bulgaria, China, Cyprus, Czech Republic, Denmark, Estonia, France and its outlying territories, Greece, Greenland, Guyana, Hong Kong, Hungary, Iran, Iraq, Ireland, Israel, Italy, Japan, Laos People's Democratic Republic, Latvia, Lithuania, Macao, Mexico, North Korea, Papua New Guinea, Philippines, Poland, Portugal, Romania, Russia, Singapore, Slovakia, Slovenia, South Africa, Spain, Syria, Taiwan, Turkey, Uganda, Ukraine, United Kingdom, USA and its outlying territories or Yemen. These countries shall be considered "Excluded Territories".

If You Participate at 10Bet from any Excluded Territories, we shall have the right to immediately suspend or close Your account. In case of such account closure, any net winnings from bets or play at 10Bet shall be deducted from Your balance in the Sports Cash Account and Casino Cash Account and the remaining balance will be refunded to You. We shall not be liable for any losses incurred as a result of such suspension or closure.

It is the Customer's responsibility to know if their Participation is lawful in their jurisdiction.

Any person who is knowingly in breach of this section 4.1, including any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your location or place of residence, or by making bets or wagers using the Website through a third party or on behalf of a third party located in an Excluded Territory is in breach of these Terms & Conditions. You may be committing fraud and may be subject to criminal prosecution.

### **3.2. Acceptance**

By accepting these Terms & Conditions you are fully aware that gambling can be addictive, there is a risk of losing money when gambling and you are fully responsible for any such loss. You agree that your Participation at 10Bet is at your sole option, discretion and risk. In relation to your losses you shall have no claims whatsoever against 10Bet or any partner, or respective directors, officers or employees.

### **3.3. Eligible Customers**

Employees and former employees (less than 3 years ago) of the Operator, its affiliates, its licensees, distributors, wholesalers, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of their immediate families are not eligible to Participate at 10Bet.

### **3.4. Identification Documentation**

To participate at 10Bet, you are required to enter your personal details during the account registration process. Personal details include, but are not limited to: first name, surname, address, date of birth etc. The 'Know Your Client' procedure will be carried out when a Customer makes a deposit into their Customer account.

Upon making a withdrawal request you may also be required to send in valid identification documents proving your age and address. In accordance with the Maltese regulatory requirements, 10Bet is required to verify a Customer's identity upon cumulative deposits or withdrawals of €2,000.00 (or the equivalent value of the Customer's chosen currency). Upon such request, the withdrawal will not be processed for payment until 10Bet has received all requested identification documents. Acceptable identification documentation includes, but is not limited to:

1. copy of a valid photographic identification document, such as a Passport or Driver's License;
2. copy of a recent utility bill confirming residence, such as an electricity bill, telephone bill etc. (important: the utility bill must not be older than 3 months); and
3. copy of a recent credit / debit / bank account statement (note: the account statement must relate to a financial method used and must not be older than 3 months).

### **3.5. Age Verification Policy and Identification**

The payment of a withdrawal request will only be made to a Registered Customer. You hereby authorise us and our designated agents, as and when we require, to confirm your identity and to clarify your right to use the money that you have wagered at 10Bet.

We may withhold any funds in your 10Bet Customer account until your age is successfully verified. If, on completion of the age verification process, you are found to be underage, 10Bet will return to you any deposits made on the account, having voided all winnings and/or bonuses.

### **3.6. Risk**

You accept that your Participation at 10Bet is at your sole option, discretion and risk. Further, you agree that your Participation at 10Bet is for your own personal entertainment and non-professional use and that you are acting on your own behalf.

### **3.7. Acceptable Use**

You represent, warrant and agree that you will comply with all applicable laws, statutes and regulations in relation to your use of the Website and the Service. We are not responsible for any illegal or unauthorised use of the Website or the Service by you. By accepting these Terms & Conditions you agree to assist us, to the extent that you are able, with the compliance with applicable laws and regulations.

#### 4. Your Account

##### **4.1. Single Account**

You may only register and operate a single account with 10Bet. If you hold more than one account we reserve the right to suspend all duplicate accounts until all the account details and balances (belonging to you) are consolidated. Once completed, all other accounts will be terminated leaving a single active account. 10Bet may at its sole-discretion refuse registration of a Customer account, or close an existing Customer account, but any contractual obligations already made shall be honoured.

##### **4.2. Accuracy**

You are required to keep your registration details up to date at all times. If you change your address, e-mail, phone number or any other contact or personal information, please contact [support@10bet.com](mailto:support@10bet.com) in order to update your account information. The name that you provide 10Bet at registration must be identical to that listed on your government issued identification.

##### **4.3. Password**

The Customer account registration process requires you to choose your own user name and password combination. You must keep this information secret. Any actions carried out through your account will stand if your user name and password have been entered correctly. 10Bet can bear no responsibility for unauthorized use or misuse of personal details.

##### **4.4. Verification of Bank Details**

If you use a credit/debit card and/or a financial/bank account for transactions at 10Bet, the account/cardholder's name MUST be the same as the name you used when registering a 10Bet account. Should the name you registered on the 10Bet account and the name that appears on your credit/debit card and/or financial/bank account differ in any way, your account will be immediately suspended. Should your account be suspended, we recommend that you contact [support@10bet.com](mailto:support@10bet.com) for details regarding our verification process.

##### **4.5. No liability**

10Bet shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with your Participation; including and without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of the Offering or Website, its content or any errors or omissions in the Website's content.

##### **4.6. Dormant / Inactive Accounts**

10Bet will consider an account to be dormant/inactive after a period of 12 months since the last account login. 10Bet shall endeavor to contact the Customer prior to designating an account as Dormant. In case no response is received from the Customer within 30 days of the date on which 10Bet has attempted to contact the Customer, the account will be designated as Dormant. Once your Customer account has been designated as a Dormant account, 10Bet shall be entitled to charge you a monthly administration fee of €10 (or the equivalent value of the Customer's chosen currency) (the "Administrative Fee"). The first Administrative Fee will be charged at the end of the 12th month after the last account login was recorded. 10Bet will cease the deduction of any Administrative Fee should the Customer login into his account during the Dormancy period.

##### **4.7. Account Transfers**

The transfer of funds between individual accounts is strictly prohibited. It is prohibited for Customers to sell, transfer and/or acquire accounts to/from other Customers.

##### **4.8. Interest**

Any funds held in your Customer account shall not attract interest.

##### **4.9. Account Suspension**

10Bet reserves the right to suspend, close or terminate your Customer account at its sole discretion, should you be suspected of:

1. having unlawfully obtained winnings; or

2. having violated these Terms & Conditions.  
You will be notified of 10Bet's decision via e-mail and, if the suspension leads to the retention of winnings, a documented copy of the decision may be sent to the Malta Gaming Authority, as appropriate. During any suspension period, it will not be possible for you to unlock the account.

#### **4.10. Account Closure and Temporary Suspension**

If you wish to close your Customer account, please contact [support@10bet.com](mailto:support@10bet.com) for assistance. Our Cooling-Off and Exclusion procedures are summarised at clause 9.2 of these Terms & Conditions and are set out in detail in our [Responsible Gambling Policy](#).

#### **4.11. Change**

10Bet reserves the right to suspend, modify or remove or add content to the Website or Services at its sole discretion with immediate effect and without notice. We shall not be liable to you for any loss suffered as a result of any changes made or for any modification or suspension of or discontinuance of the Website or Services and you shall have no claims against 10Bet in such regard.

### 5. Deposits and Withdrawals

#### **5.1. Identification Checks**

10Bet must successfully receive and verify your identification documents, either via internal means or a third party, before you can make a Withdrawal from your account.

#### **5.2. Credit Checks**

10Bet reserves the right to run external verification checks on all cardholders with third party credit agencies on the basis of the information provided on registration.

#### **5.3. Records**

It is the cardholder's responsibility to retain copies of transaction records and these Terms & Conditions as updated from time-to-time.

#### **5.4. Withdrawals**

The minimum withdrawal amount and the time that the withdrawal will take to process, are dependent on the payment method selected, as shown on our [Withdrawal page](#). Further, these time frames are indicative of the regular timescale for internal payout confirmation in business days and represent estimates only.

Withdrawals may only be processed from your Sports Cash Account. Any withdrawals from your Casino Cash Account can only be made by first transferring your withdrawal amount to your Sports Cash Account and then requesting the withdrawal be processed from the Sports Cash Account. Please note however that any transfer of funds from the Casino Cash Account to the Sports Cash Account will be considered a Withdrawal from the Casino Cash Account and may consequently result in the forfeiture or voidance of Casino product bonuses and promotions.

All withdrawals will be processed back to the same payment method used to make a deposit to the account. As outlined in section 5.4, if a financial account and/or credit/debit card has been used to deposit funds, the name registered on the Customer account held with 10Bet must correspond to the name registered on the financial account/card. In the case of a request to pay funds via Direct Bank Transfer (DBT), the acquiring bank account must be held in the same name as used during registration of the Customer account. 10Bet reserves the right to require the use of the same payment method for withdrawal as was used to deposit, or a specific payment method at our own discretion.

Please note that withdrawals may experience a slight delay due to our identity verification process and certain deposit methods will require additional verification at time of Withdrawal. In the case of a withdrawal being made for the first time, a large withdrawal or changes being made to payment options, we may take additional security measures to ensure that you are the rightful recipient of the funds.

Where applicable, 10Bet may, at its sole discretion, reverse/refund a Customer's deposited funds instead of processing a withdrawal transaction via another or the same payment method.

10Bet.com limits the amount of maximum winnings you may accrue to €50,000 or currency equivalents in one day (24 hours). The Maximum total withdrawal amount from all available products within a 30-day time period is €50,000 (or currency equivalent). Withdrawals of Casino or Games winnings or funds deriving from such are limited to €2,000 per seven days.

Bank Wire payments are executed in EUR. It is customer's responsibility to submit such payments to bank accounts that can accept transactions in the aforementioned currencies.

One credit/debit card or bank transfer withdrawal a month (30 consecutive days) is processed without an additional operational fee. Additional credit/debit card or bank transfer withdrawals might be charged an additional operational fee of €5.

In circumstances where a Customer makes a deposit and thereafter requests a withdrawal without having wagered the amount of their deposited funds at least three (3) times prior to the withdrawal request, then 10Bet may, at its sole discretion, charge a withdrawal fee of up to 8 % of the requested withdrawal amount.

### **5.5. Deposits**

The minimum deposit amount, and the time that the deposit will take to process, are dependent on the payment method selected, as shown on our [Deposit page](#). Further, these time frames are indicative of the regular timescale for deposit confirmation in business days and represent estimates only.

In accordance with our anti-money laundering obligations, we reserve the right to raise queries or demand documentation related to the source of the deposited funds. If the provided information and/or documentation is not viewed as satisfactory, 10Bet may suspend/terminate the Customer's account and pass on any necessary information to the relevant authorities.

### **5.6. Updating Payment Details**

Updating or adding additional payment details for the sole purpose of making a withdrawal may only be done by contacting [support@10bet.com](mailto:support@10bet.com).

### **5.7. Error**

Should funds be credited to a Customer's account or credited to a financial account and/or credit/debit card in error, it is the Customer's responsibility to notify 10Bet of the error without delay. Any winnings subsequent to the error shall be deemed invalid and returned to 10Bet. We reserve the right to withhold all or part of your balance and/or recover from your account deposits, pay outs, bonuses, and any winnings that are attributable to said error.

### **5.8. Refunds**

Refunds may be given in case of exceptional circumstances and shall be given solely at the discretion of 10Bet.

## 6.Promotion Terms

### **6.1. Separate Terms and Conditions**

10Bet may, from time to time, offer promotions and/or competitions which are governed by separate terms and conditions. Any promotions, bonuses or special gifts credited to your account must be used in adherence with such terms and conditions.

10Bet's promotion terms, which comprise part of these Terms & Conditions, may be found at:

1. [General Promotional Rules](#); and
2. [Sports Bonus Terms](#); and
3. [Casino Bonus Terms](#);

In the event and to the extent of any conflict between these Terms & Conditions and any promotion-specific terms and conditions, the promotion-specific terms and conditions shall prevail.

### **6.2. Right to Rescind**

10Bet reserves the right to withdraw any promotion, competition, bonus or special offer at any time.

## 7.Privacy Policy

10Bet is committed to protecting and respecting your privacy. Further, the Operator complies with all applicable data protection and privacy laws. If you do not understand how we handle or use the personal information you provide us, we recommend that you review our [Privacy Policy](#). Our [Privacy Policy](#) is inseparably linked to these Terms & Conditions and its acceptance is a prerequisite to account registration.

By agreeing to the migration of an existing account from another brand to the Operator, you hereby consent, in addition to the transfer of your account balance, to the transfer of your personal information, including your full name, date of birth, registered methods of deposit, contact information, contact records and details of past transactions and visits.

You hereby consent to receive marketing communications from the Operator in respect of its offerings by way of email, post, SMS and telephone notifications, any of which you may unsubscribe from at any time by contacting [support@10bet.com](mailto:support@10bet.com).

## 8. Responsible Gambling

### **8.1. Policy**

10Bet is committed to offering its Customers a fun and friendly online gaming experience, whilst also recognising that gambling can cause problems for a minority of individuals. For this reason, 10Bet actively supports responsible gaming and encourages its Customers to make use of a variety of responsible gaming features so as to better manage their Customer account.

We refer to you our [Responsible Gambling Policy](#) for full details.

### **8.2. Take a Break (Time-Out) and Self-Exclusion**

You may, at any time, request a Time-Out or Self-Exclusion from 10Bet. To view the various Time-Out and Self-Exclusion options available, please refer to our [Responsible Gambling Policy](#).

10Bet is committed to providing excellent customer service. As part of that pledge, 10bet is committed to supporting responsible gambling. Although 10bet will use all reasonable endeavours to enforce its responsible gambling policies, 10bet does not accept any responsibility or liability if you nevertheless continue gambling and/or seek to use the Website or Service with the intention of deliberately avoiding the relevant measures in place and/or 10Bet is unable to enforce its measures/policies for reasons outside of 10bet's reasonable control.

## 9. Player Protection Policy

We want to ensure that you enjoy your experience at 10Bet in a safe and responsible manner.

10Bet will deal with any issue affecting your playing experience promptly. We have a detailed [Player Protection Policy](#), which includes a list of mechanisms which you can enlist in order to ensure a safer gaming experience.

## 10. Intellectual Property

You acknowledge and agree that all right, title and interest in the Intellectual Property is our absolute property or duly licensed to us. Any use of the Intellectual Property without our prior written consent is not permitted. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, or tamper with the Intellectual Property in any manner whatsoever.

You acknowledge and agree that the material and content contained within the Offering and the Website is made available for your personal, non-commercial use only. Any other use of such material and content is strictly prohibited.

## 11. Interruptions in Play

### **11.1. No warranties**

The Service, Offering and the Website are provided on an "as is" basis and to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to

the satisfactory quality, fitness for purpose, completeness or accuracy of the Service, Offering or Website.

### **11.2. Malfunctions**

We shall not be liable for any computer malfunctions, failure of telecommunications services or internet connections, nor attempts by you to Participate at 10Bet by methods, means or ways not intended by us.

In case of a misconfigured promotion or pay-table and/or error in gaming software in any way, 10Bet reserves the right to alter Customer balances and account details to correct such mistakes. 10Bet reserves the right to remove any part of the Offering from the Website at any time. Any part of the Offering that indicate incorrect behaviour affecting pay outs, game data or other balances, that may be due to misconfiguration or a bug, will be cancelled and removed from the Website. The Customer's balances and account details may be altered in such cases in order to correct any mistake.

Further, live television and other broadcasts which are provided to you as part of any 10Bet offering may be delayed, which will lead to others processing more up-to-date information in relation to such broadcasts. In the event of any particular information (score, time of game, etc.) being incorrect we assume no liability for this.

### **11.3. Viruses**

Although we shall take all reasonable measures to ensure that the Website and Offering are free from computer viruses we cannot and do not guarantee that the Website and Offering are free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus.

### **11.4. Service Suspension**

We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but shall not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

### **11.5. Voided Bets**

In the event of a system malfunction, all unconfirmed bets are void. We are not liable to you for any loss that you may incur as a result of such suspension or delay. To the extent that a voided 'won' bet results in your Customer account going into negative balance, we reserve the right to recover such amount from your account deposits, withdrawals, bonuses, and winnings.

## **12. Customer Service and Customer Complaints**

### **12.1. Customer Service**

You may contact Customer Service at any time by the following means:

1. E-mail: [support@10bet.com](mailto:support@10bet.com)
2. Telephone: +359-24925973
3. LiveChat
4. Post: Ocean Star Limited, 142 Triq il-Kbira, Zebbug ZBG1303, Malta

### **12.2. Submission of Complaint**

Customer complaints/claims of any nature must be submitted within 3 months of the issue occurring.

In order to ensure that your complaint/claim is directed to and investigated by the correct department, written communication must be submitted to 10Bet via the following means:

1. E-mail: [resolutioncentre@10bet.com](mailto:resolutioncentre@10bet.com)
2. Post: Ocean Star Limited, 142 Triq il-Kbira, Zebbug ZBG1303, Malta

### **12.3. Information which Must be Included in any Written Communication with 10Bet**

To protect your privacy, all email communications between you and 10Bet should be carried out using the email address that you have registered against your Customer account held with 10Bet. Failure to do so may result in our response being delayed.



The following information must be included in any written communication with 10Bet (including a Complaint):

1. your username;
2. your first name and surname, as registered on your Customer account;
3. a detailed explanation of the complaint/claim; and
4. any specific dates and times associated with the complaint/claim (if applicable).

Please note that any failure to submit written communication with the information outlined above may result in a delay in our ability to identify and respond to your complaint/claim in a timely manner.

We will acknowledge all complaints within 24 hours of receipt and all reasonable efforts will be made to resolve any reported matter promptly and, at a maximum, within 10 days. An extension may be applied if the issue is complex, in which case we will send you an update of the position explaining why we do not yet have a final response, and when we reasonably expect to have one, in which case it may take up to 10 additional days for us to send you a response.

If for some reason you are not satisfied with the resolution of your complaint/claim, you may refer the matter to one of our nominated ADR provider (see section 13).

#### **12.4. Collusion**

Should you ever suspect that a Customer is colluding with another Customer or cheating in any way, please notify 10Bet via the means of communication listed in the above Customer Complaints procedure (set out at section 12).

#### 13. Alternative Dispute Resolution (ADR)

If, at the conclusion of the Customer Complaint process (outlined in section 13), you do not consider that 10Bet has settled the dispute, you may refer the dispute eCOGRA, our ADR provider. The dispute may be submitted using the eCOGRA website which can be found at [www.ecogra.org/ata/dispute.php](http://www.ecogra.org/ata/dispute.php).

Alternatively, you can refer the dispute via the European Commission's Online Dispute Resolution (ODR) Platform (<https://ec.europa.eu/consumers/odr/main>), which will then forward it on to the relevant ADR entity.

The nominated ADR entity will act as an impartial adjudicator on disputes that arise between 10Bet and a Customer only when:

1. the Customer has been through 10Bet's own internal Customer Complaint process (set out in section 13); and
2. a deadlock regarding the resolution exists.

ADR is a free of charge service. The ultimate resolution of the ADR shall be binding upon both 10bet and the Customer who referred the dispute.

#### 14. Indemnity and Limitation of Liability

##### **14.1. Indemnity**

You hereby agree to indemnify and hold harmless us, our directors, officers, employees, shareholders, agents and affiliates, our ultimate parent and parent companies and any of our subsidiaries against any and all costs, expenses, liabilities and damages (whether direct, indirect, special, consequential, exemplary or punitive or other) arising from any Participation by you, including without limitation:

1. Visiting, use or re-use of the Website;
2. Use or re-use of the Website by means of telecommunication services;
3. Use or re-use of any materials at, or obtained from, the Website or any other source whatsoever;
4. Entry to, or use or re-use of the Website server;
5. Facilitating or making a deposit into your account at 10Bet;
6. Wagering or gaming at 10Bet through any delivery mechanism offered; and

7. Acceptance and use of any winnings or prize at or from 10Bet.

**14.2. Limitation of Liability**

The total liability of our directors, officers, employees, shareholders, agents and affiliates, our ultimate parent and parent companies and any of our subsidiaries to you in contract, tort, negligence or otherwise, for any loss or damage howsoever arising from any cause, whether direct or indirect, or for any amounts (even where we have been notified by you of the possibility of such loss or damage) shall not exceed the value of the bets and/or wagers you placed via your account in respect of the relevant bet/wager or product that gave rise to the relevant liability.

**14.3. Links**

10Bet shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage arising from or in any way connected with your use of any link contained on the Website. We are not responsible for the content contained on any internet site linked to/from the Websites or via the Services.

**14.4. Negligence**

Nothing in these Terms & Conditions will operate so as to exclude any liability of the Operator for fraud, death or personal injury that is caused by the Operator's negligence.

15.10Bet Not a Financial Institution

**15.1. No legal or tax advice**

10Bet does not provide advice regarding tax and/or legal matters. Customers who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors.

**15.2. No arbitrage**

You are strictly prohibited from utilising 10Bet and its systems to facilitate arbitrage through currency exchange transactions. Where 10Bet deems that you have deliberately used the systems for financial gain through arbitrage, any gains will be forfeited and deducted from your balance without warning or notification.

**15.3. Anti-Money Laundering**

Customers are strictly prohibited from using 10Bet and its systems to facilitate any type of illegal money transfer. You must not use the Website for any unlawful or fraudulent activity or prohibited transaction (including money laundering proceeds of crime) under the laws of any jurisdiction that applies to you. If 10Bet suspects that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering activities or any conduct which violates these Terms & Conditions, your access to 10Bet will be terminated immediately and your account may be blocked. If your account is terminated or blocked under such circumstances, 10Bet is under no obligation to refund to you any money that may be in your account. In addition 10Bet shall be entitled to inform the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institution of your identity and of any suspected unlawful, fraudulent or improper activity. You will cooperate fully with any 10Bet investigation into such activity.

16.Termination/Suspension of Account

16.1. 10Bet hereby reserves the right to cancel your account for any reason whatsoever at any time without notifying you. Any balance in your account at the time of such a cancellation will be credited to your credit/debit card or financial account.

16.2. Without limiting section 16.1, we hereby reserve the right, at our sole discretion, to cancel or suspend your account (notwithstanding any other provision contained in these Terms & Conditions) where we have reason to believe that you have engaged or are likely to engage in any of the following activities:

1. If you have more than one active account at 10Bet;

2. If the name registered on your 10Bet account does not match the name on the financial/bank account and/or the credit/debit card(s) used to make deposits on the said 10Bet account;
3. You become bankrupt;
4. If you provide incorrect or misleading information while registering a 10Bet account;
5. If you attempt to use your Customer account through a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your citizenship, location or place of residence, or by making bets or wagers using the website through a third party or on behalf of a third party;
6. If you are not over 18 years old;
7. If you are located in the Excluded Territories;
8. If you have allowed or permitted (whether intentionally or unintentionally) someone else to Participate using your 10Bet account;
9. If you have played in tandem with other Customer(s) as part of a club, group, etc., or placed bets or wagers in a coordinated manner with other Customer(s) involving the same (or materially the same) selections;
10. If 10Bet has received a "charge back" and/or a "return" notification via a deposit mechanism used on your account;
11. If you have failed our Enhanced Due Diligence, or are found to be colluding, cheating, money laundering or undertaking any kind of fraudulent activity; or
12. If it is determined by 10Bet that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots) designed specifically to defeat the gaming system.

16.3. If 10Bet closes or suspends your Customer account for any of the reasons referred to in 16.2 above, you shall be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by 10Bet (together "Claims") arising therefrom and shall indemnify and hold 10Bet harmless on demand for such Claims.

16.4. If we have reasonable grounds to believe that you have participated in any of the activities set out in clause 16.2 above then we reserve the right to withhold all or part of the balance and/or recover from your account deposits, payouts, bonuses, any winnings that are attributable to any of the practices contemplated in clause 16.2. In such circumstances, your details will be passed on to any applicable regulatory authority, regulatory body or any other relevant external third parties. The rights set out here are without prejudice to any other rights that we may have against you under these Terms & Conditions or otherwise.

## 17. Other

### **17.1. Governing Law and Jurisdiction**

These Terms & Conditions are governed by, and interpreted in accordance with, the laws of Malta and you irrevocably submit to the exclusive jurisdiction of the courts of Malta to settle any disputes (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by or otherwise arising in connection with these Terms & Conditions. In circumstances where these Terms & Conditions are presented in a language other than English, the English language version of these Terms & Conditions shall always prevail.

### **17.2. Entire Agreement**

These Terms & Conditions represent the complete, final and exclusive agreement between you and 10Bet and supersede and merge all prior agreements, representations and understandings between you and 10Bet in regard to your Participation at 10Bet.

### **17.3. Amendments to Term & Conditions**

10Bet hereby reserves the right to amend these Terms & Conditions, or to implement or amend any procedures, at any time. A notification message advising that changes have been made to our

Terms & Conditions will appear upon a Customer's next login to the 10Bet Website and the Customer is required to accept the changes to the Terms & Conditions before being able to continue to Participate at 10Bet.

**17.4. Final Decision**

In the event of a discrepancy between the result showing on the Website or Offering and the 10Bet server software, the result showing on the 10Bet server software shall be the official and governing result.

**17.5. Tax**

You are solely responsible for any applicable taxes on any prizes and/or winnings that you collect from 10Bet.

**17.6. Force Majeure**

10Bet shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the gaming contract that is caused by events outside of our reasonable control.

**17.7. No agency**

Nothing in these Terms & Conditions shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

**17.8. Severability**

If any of the Terms & Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, 10Bet's original intent.

**17.9. Explanation of Terms and Conditions**

We consider these Terms & Conditions to be open and fair. Should you need any explanation regarding these or any other part of our Service, please contact [support@10bet.com](mailto:support@10bet.com).

The English version of these Terms & Conditions and English versions of any terms and conditions take priority over the versions in other languages.

The Terms & Conditions prevail over any communication via email, chat or phone.

Please note that all correspondence and telephone calls may be recorded.

**17.10. Assignment**

These Terms & Conditions are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We reserve the right to assign, transfer or delegate any of our rights and obligations hereunder to any third party without notice to you.

**17.11. Business Transfers**

In the event of a change of control, merger, acquisition, or sale of assets of the company, your Customer account and associated data may be part of the assets transferred to the purchaser or acquiring party. In such an event, we will provide you with notice via e-mail or notice on our Website explaining your options with regard to the transfer of your account.