

## **StarBets.io Terms and Conditions**

### **1. Entry**

- 1.1. These Terms and Conditions (hereinafter “**T&C**”) constitute the agreement between starbets.io (hereinafter “**We**” or “**Us**”) and you (hereinafter “**You**” or “**Gambler**”).
- 1.2. These T&C entered into force on the 2<sup>nd</sup> of November 2021.
- 1.3. You are required to read the T&C before You start using the services of the Site. If you do not agree to these T&C, you are not allowed to use the services of the Site.
- 1.4. Registration at the Site is a confirmation of your agreement with the T&C.
- 1.5. The Site reserves the right to amend the T&C at any time.

### **2. Liability**

- 2.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT COMPENSATE YOU AND WILL NOT BE LIABLE FOR ANY DIRECT DAMAGE NOR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE LOSS OF ANY KIND OR ANY LOSS OF OPPORTUNITIES, INCOME, ACTUAL OR ANTICIPATED PROFITS, BUSINESS, CONTRACTS, GOODWILL OR REPUTATION, ANTICIPATED SAVINGS, DAMAGE TO OR CORRUPTION OF DATA, WHETHER OR NOT WE WERE ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSS/DAMAGE), WHICH YOU MAY SUFFER WHILE PLAYING OR USING ON THE SITE.
- 2.2. IN THE EVENT THAT WE ARE HELD LIABLE FOR ANY EVENT UNDER THE T&C, OUR TOTAL AGGREGATE LIABILITY TO YOU UNDER OR IN CONNECTION WITH THE T&C SHALL NOT EXCEED (A) THE VALUE OF BETS AND OR WAGERS YOU PLACED VIA YOUR ACCOUNT, OR (B) EUR 500 IN AGGREGATE, WHICHEVER IS LOWER.
- 2.3. WE STRONGLY RECOMMEND THAT YOU (I) TAKE CARE TO VERIFY THE SUITABILITY AND COMPATIBILITY OF THE SERVICE WITH YOUR OWN COMPUTER EQUIPMENT PRIOR TO USE; AND (II) TAKE REASONABLE PRECAUTIONS TO PROTECT YOURSELF AGAINST HARMFUL PROGRAMS OR DEVICES INCLUDING THROUGH INSTALLATION OF ANTIVIRUS SOFTWARE.
- 2.4. WE SHALL NOT BE HELD RESPONSIBLE FOR ANY FUNCTIONAL ISSUES OF THE SITE CAUSED BY FORCE MAJEURE EVENTS, SUCH AS SOCIAL INSURRECTION, INTERRUPTIONS IN NETWORK SERVICES, INDUSTRIAL TROUBLES AND DDOS ATTACKS, AND OTHER COMPELLING REASONS. DURING THE COURSE OF THESE COMPELLING REASONS, OUR SERVICES WILL BE DEEMED SUSPENDED AND OUR SERVING TIME WILL BE EXTENDED FOR THE DURATION OF THE COMPELLING REASONS. OUR SITE WILL MAKE EVERY EFFORT TO REACH A SETTLEMENT TO TERMINATE THESE COMPELLING REASONS OR TO FULFILL THEIR OBLIGATIONS AS FAR AS POSSIBLE, DESPITE COMPELLING REASONS.

### **3. General Terms and Breach of the T&C**

- 3.1. We reserve the right to revise or amend the T&C at any time. You should visit our website periodically to review the T&C. Amendments are deemed effective

immediately upon posting on our website. Using the services of the Site after the publication of the amendments is confirmation of your acceptance of these amendments.

- 3.2. Without limiting our other remedies, we may suspend or terminate your account and refuse to continue to provide you with the service on our Website, in either case without giving you prior notice, if, in our reasonable opinion you breach any material term of the T&C. Notice of any such action taken will, however, be promptly provided to you.

#### **4. Your Obligations**

You declare and warrant that at all times when accessing the Site and using the service:

- 4.1. You are over 18 years old, or the legal age at which gambling or gaming activities are allowed under the law or jurisdiction that applies to you. We reserve the right to request proof of age documents from you at any time.
- 4.2. You are of legal capacity and can enter into a binding legal agreement with us. You must not access the website or utilize the service if you are not of legal capacity.
- 4.3. You will not use a VPN, proxy or similar services or devices that mask or manipulate the identification of your real location.
- 4.4. You are an authorized user of the payment method you use.
- 4.5. You acknowledge that when placing bets you may lose some or all of your money deposited on the website in accordance with the T&C and you shall be fully responsible for that loss. Therefore you agree that you may earn and lose money using the website services.
- 4.6. You are not acting on behalf of another party or for any commercial purposes, but solely on your own behalf as a private individual in a personal capacity.
- 4.7. You will not either attempt to manipulate any element within the Site in bad faith nor in a manner that may adversely affect the integrity of the Site.
- 4.8. You must generally act in good faith in relation to use of the Site at all times and for all bets made using the service.

#### **5. Restrictions**

You must not use the Site if:

- 5.1. You are under the age of 18 years (or below the age of majority as stipulated in the laws of the jurisdictions applicable to you).
- 5.2. You are not legally able to enter into a binding legal agreement with Us or you acting as an agent for, or otherwise on behalf, of a person under 18 years.
- 5.3. You reside in a country in which access to online gambling to its residents or to any person within such country is prohibited.
- 5.4. You plan to perform any unlawful activity whatsoever.
- 5.5. You plan to scrape our odds or violate any of our intellectual property rights.
- 5.6. You plan to sell or transfer your account to any third parties.

#### **6. Responsibilities**

- 6.1. Accessing our Site and using the services on it is entirely your choice and discretion and all risks are yours.

## **7. Underage Gambling**

- 7.1. We reserve the right to immediately close your account in case we suspect that you are currently under 18 years (or below the age of majority is stipulated in the laws of the jurisdiction applicable to you) or that you were below that age when you placed any bets through the service on our Site. We will investigate the matter, including whether you have been betting as an agent for, or otherwise on behalf of, a person under 18 years old. If this is to be proven, we will perform the following:
  - 7.1.1. all winnings currently or due to be credited to your account will be retained;
  - 7.1.2. all funds deposited into your account which are not winning will be returned to You or retained until You turn 18 years old, this to be decided by Us at our sole discretion. We reserve the right to deduct payment transaction fees from the amount to return, including transaction fees for deposits to your raj.bet account which we covered.
- 7.2. PLEASE BE NOTED THAT THIS CONDITION APPLIES TO YOU IF YOU ARE OVER 18 YEARS OLD BUT YOU ARE PLACING YOUR BETS WITHIN A JURISDICTION WHICH SPECIFIES HIGHER AGE THAN 18 YEARS OLD FOR LEGAL BETTING AND YOU ARE BELOW THAT LEGAL MINIMUM AGE IN THAT JURISDICTION.

## **8. Creating an Account**

- 8.1. You must create an account in order to bet and play any games through our Site.
- 8.2. For legal and commercial reasons, it is not allowed to create an account in the above-mentioned countries and to use our Site from these countries. It is not allowed to open accounts in these areas and you should not use the Site.
- 8.3. Your account must be created with your own email. You can only have one account. Any other account you create on our Site will be considered as multiple records. Your multiple accounts can be instantly closed and:
  - 8.3.1. All transactions made by more than one account are considered invalid;
  - 8.3.2. All deposits made and bets will be returned back to you; and
  - 8.3.3. If you have more than one account active, all accrued benefits, bonuses may be lost and received from you, you may be asked to return your withdrawals as well.

## **9. Your Account**

- 9.1. You should keep your account information protected and up-to-date.
- 9.2. We may close or suspend an account if We reasonably believe that You are not complying with the T&C, or to ensure the integrity or fairness of the service or if We have other reasonable grounds to do so. We may not always be able to give You prior notice. If we close or suspend your account due to You not complying with the T&C, we may cancel and/or void any of your bets and withhold any money in your account (including the deposit).
- 9.3. We reserve the right to refuse, restrict, cancel or limit any wager at any time for whatever reason, including any bet perceived to be placed in a fraudulent manner in order to circumvent our betting limits and/or our system regulations.

- 9.4. If any amount is mistakenly credited to your account, it remains our property and when we become aware of any such mistake, We shall notify You and the amount will be withdrawn from your account.
- 9.5. You must inform Us as soon as You become aware of any errors with respect to your account.

## **10. Playing on our Site**

- 10.1. All processing continues in the language in which the operation is started.
- 10.2. It is your responsibility to ensure that the transaction details are correct.
- 10.3. You can access your transaction history via the Site.
- 10.4. We reserve the right, at any time, to terminate the proceedings in whole or in part at our discretion. Transactions are not valid unless they are approved by Us. If You have not received a confirmation email confirming the transaction has been approved, contact our support.
- 10.5. Once a bet is confirmed, the transaction cannot be cancelled without our written consent.

## **11. Account Closure**

- 11.1. Should You wish to close your account with Us, please send an email from your registered email, that you provided Us with while registering the account to our support email.

## **12. Deposits and Withdrawals**

- 12.1. To use the Site you must have sufficient Funds on your account.
- 12.2. To deposit Funds into your account, you can transfer Funds from your external wallets.
- 12.3. Funds become available as soon as the transaction has been processed.
- 12.4. You can withdraw funds from your account at any time, provided that the following conditions are met:
  - 12.4.1. all deposits made to your account must be clean and there should be no refund request or objection (otherwise the payment request will be cancelled);
  - 12.4.2. all controls specified in the T&C should be completed.
- 12.5. You should not withdraw Funds that were wrongly credited to your account. In the case of an incorrect credit you must notify us immediately.
- 12.6. It is your responsibility to inform your local tax authorities and competent authorities of your earnings and losses.

## **13. Errors and Other Faults**

- 13.1. In the event of an error or malfunction of our systems or processes, all bets are rendered void. We are not responsible for any errors in hardware or software You use or access or for any errors caused by your internet service provider.
- 13.2. Please keep in mind that we have the right to recover from you any amount overpaid and adjust your account to rectify any mistake. An example of such a mistake might be where a price is incorrect or where we enter a result of an event incorrectly. If there are insufficient funds in your account, we may demand that

You pay us the relevant outstanding amount relating to any erroneous bets of wagers. Accordingly, we reserve the right to cancel, reduce or delete any pending plays, whether placed with funds resulting from the error or not.

- 13.3. We may briefly suspend the availability of the Site (or of its part) if it is necessary for maintenance or for fixing any software or hardware failure or malfunction in the system providing the Site.

#### **14. Communications and Notices**

- 14.1. All communications and notices to be given under the T&C either by You or by Us shall be in writing in the English language and must be given to and from the registered email address in your account.
- 14.2. From time to time, you may be contacted by Us by email for the purpose of offering You information about betting, unique promotional offerings, and other information regarding the Site. You agree to receive such emails when You agree to the T&C when registering your account on our Site. You may contact our support to opt out of receiving such emails at any time.

#### **15. Matters Beyond Our Control (Force Majeure)**

- 15.1. We cannot be held liable for any failure or delay in providing the service on our Site due to an event of Force Majeure which could reasonably be considered to be outside our control despite our execution of reasonable preventative measures. Such Force Majeure events may include particularly (but not exclusively): trade or labor dispute, power cut, failure or omission of any government authority, obstruction or failure of telecommunication services; or any other delay or failure caused by a third party. We will not be liable for any loss or damage that you may suffer due to such Force Majeure events. In case of such events, we reserve the right to cancel or suspend the services offered through our Site without incurring any liability.

#### **16. Illegal activities**

- 16.1. We will seek criminal and contractual sanctions against any of our customers (Gambler) involved in fraud, dishonesty or criminal acts. We will withhold payments to any of our customers (Gambler) where any of the aforementioned acts is suspected. The customer (Gambler) shall indemnify Us and shall be liable to pay Us on demand all costs, charges or losses sustained or incurred by Us (including any direct, indirect or consequential losses, loss of profit, loss of business and loss of reputation) arising directly or indirectly from such customer's (Gambler's) fraud, dishonesty or criminal act.
- 16.2. All necessary steps will be taken by Us to prevent such acts and to detect and determine any persons related to them. We are not responsible for any damage or loss that You or any other gambler may suffer from undercover agreements, fraud or from other illegal activities.
- 16.3. As a result of any suspicious illegal or inappropriate activity, We reserve the right to share your credentials with authorities, other gaming and betting sites and operators, online service providers and banks, credit card companies, electronic

payment system providers and other financial institutions, and we reserve the right to cooperate with them in the investigation of such activities.

- 16.4. If You have reason to suspect that someone has done fraud or any other illegal activity in connection with our Site, You should let Us know by e-mail.

## **17. Other prohibited activities**

- 17.1. You should not use the Site's services and chat functionality in any way or for any purpose that may be considered as insulting, obscene, racist, discriminatory or offensive. You should not use an offensive or offensive language or image and should not be disruptive to other users or Site's employees.
- 17.2. You must ensure that no viruses, worms or other negative elements are introduced from your side into the Site. It is strictly forbidden to send bulk mails or spam. You should not attempt to change or interfere with the Site (or any information contained in the Site) in any way.
- 17.3. The Site must be used for entertainment purposes only. You must not copy any part of the Site.
- 17.4. You must not conduct (or attempt to conduct) any DDOS attacks (denial of service) or any other similar negative acts. In case You are involved in such acts, relevant authorities will be contacted and your identity information will be shared. Your right to use the Site will be immediately terminated in such a case.
- 17.5. It is forbidden to sell, share or transfer player accounts to other persons.
- 17.6. You cannot transfer, sell, or pledge your account to another person. This prohibition includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, foundation and/or association in any way shape or form.

## **18. Intellectual property**

- 18.1. All website design, text, graphics, music, sound, photographs, video, selection and editing thereof, software compilations, source code, software and all materials are subject to our copyright and/or other proprietary rights (or subject to copyright and/or other proprietary rights of our third party suppliers). Materials located on our Site may be downloaded solely for personal use on a single personal computer and may not be used for commercial purposes.
- 18.2. None of our (or our third party suppliers') rights shall be under any circumstance transferred, assigned or licensed to any user of the Site.
- 18.3. You must not reproduce or otherwise use any trademark, trade name and/or logo appearing on the Site in any way, unless such use is permitted by law.

## **19. Complaints**

- 19.1. In order to make any comments about the Site, You should first go through the basics with the customer service unit.
- 19.2. In the event of any dispute, You agree that server records will be recognized as the decisive source in determining the outcome of any claim.
- 19.3. If there is any difference between the result on the user screen and the result on the game server, the data on the game server shall be valid and should prevail. You acknowledge that we are the ultimate authority to set the rules and conditions during your participation in any online games on our Site.
- 19.4. In case of any conflict, your registered email within your account with Us will be used to communicate with You.

## **20. Divisibility**

- 20.1. If any of the rules within these T&C are found to be invalid, illegal or unenforceable, such rule(s) will be removed from the rest of these T&C which will remain in effect to the extent permitted by law. In such cases, invalid or unenforceable parts shall be amended as appropriate and in accordance with the intended meaning and purpose of the original text.

## **21. Privacy Policy**

- 21.1. By using the Site, you agree to provide your personal data to starbets.io in order to have the access and to use the Site.
- 21.2. We reserve the right to change the Privacy Policy at any time at our discretion by posting such changes on the Site.
- 21.3. We are committed to keeping your data secure and confidential to prevent data theft, unauthorized access, and disclosure.
- 21.4. We will not lease, sell or distribute your personal information to any third parties, without your permission. We might do so if the law forces us.
- 21.5. Your personal information can be used by Us to send you promotional materials if you agree to this privacy policy.

## **22. Responsible Gaming**

- 22.1. For Gamblers who want to restrict themselves, there is a voluntary self-restriction policy that allows you to close your account or limit your betting on our website. Please contact our support to learn about the service and visit our Self-Exclusion Policy to learn more.
- 22.2. You will be assisted in using the self-restraint service. However, any responsibility will not be accepted by Us if we are unable to identify or notice your usage of the Site.
- 22.3. We are committed to supporting responsible gambling, and we encourage you to visit the sites where you can learn about the problem with gambling.