

## General Terms and Conditions (GTC)

These General Terms and Conditions (“GTC” or “agreement”) regulate the contractual relationship for the use of the services under [www.sportwetten.de](http://www.sportwetten.de) between the parties NetX Betting Ltd., 170, Pater House, Level 1 (Suite A168), Psaila Street, Birkirkara BKR9077, Malta (hereinafter referred to as “NetX Betting Ltd.”) and the customer on the other side, which is referred to as “CUSTOMER”, “YOU” or “player” in the following.

### Definition

The following terms shall be interpreted as below, unless the context implies something else. “sportwetten.de”, “us”, or “we” shall refer to sportwetten.de or NetX Betting Ltd. “Customer”, “you”, “player”, “user” or “account holder” shall refer to the customer, who uses the contractual service and the software that is available through the website [www.sportwetten.de](http://www.sportwetten.de). “Registration form” shall refer to the form, which the player must complete in order to open a betting account. “Game” shall refer to all gaming activities, which have been approved by the regulatory authority and are presented by sportwetten.de on its website to be used by customers. “Web page”, “website” or “page” shall refer to the website [www.sportwetten.de](http://www.sportwetten.de) and all other pages in connection with it and those accessible via links or in other ways.

“Regulatory authority” shall refer to the Malta Gaming Authority (MGA) (Building SCM 02-03, Level 4, SmartCity Malta, Ricasoli SCM1001, Malta, Malta, <http://www.mga.org.mt>). “Service” shall stand for all sportwetten.de services and game offerings listed on [www.sportwetten.de](http://www.sportwetten.de), but shall not only be limited to betting. “Software” shall refer to the software made accessible by us including all programmes and databases and all other derived contents, which are made accessible by us or are otherwise used by you via the website, which allow customers to participate in the games offered. “Betting account”, “Player account”, “Gaming account” or “Account” shall stand for a personal account, which is opened by a natural entity in order to play online games. This account shall be managed by NetX Betting Ltd. “Play for fun” or “Fun games” shall refer to games, which are defined in this agreement, but are offered in a special game mode and with limitations. These games shall be free of charge for both parties and shall only help the player get familiarised before he/she uses real money.

## 1. GENERAL INFORMATION

### 1.1.

“NetX Betting Ltd.” in these GTC shall refer to NetX Betting Ltd., a company in Malta with the following registered address:

NetX Betting Ltd.,  
170, Pater House, Level 1 (Suite A168)  
Psaila Street  
Birkirkara BKR9077  
Malta

1.2.

The term “customer” shall refer to every natural or legal entity that explicitly or implicitly agrees to all regulations and conditions of sportwetten.de by opening an account to place bets on games on the sportwetten.de website.

1.3.

All customers with access to the sportwetten.de website agree to the following conditions for the use of their services (the “agreement”).

1.4.

This agreement describes the conditions and risks that are applied for the customer by using sportwetten.de services under the domain [www.sportwetten.de](http://www.sportwetten.de) (the “website”). If the customer has questions about this agreement, he/she should kindly contact the customer support ([support@sportwetten.de](mailto:support@sportwetten.de)). In case of a complaint, which cannot be resolved with the support department, the customers should kindly contact the competent gaming authority, if the customer sees a violation of the regulatory guidelines by sportwetten.de or contact EADR Ltd., an alternative dispute settlement authority for other complaints. In this case, we shall be obligated to support an alternative dispute settlement procedure with EADR Ltd. (<https://eadr.org/de/>).

1.5.

This agreement shall enter into force with a registration of a new customer. The customer must agree to the General Terms and Conditions of this website, the corresponding rules for Sportwetten as well as the Data Protection Directive and the applicable conditions for promotions, special offers and rewards in the version valid at the respective time. If the customer does not agree with the terms and conditions of this PAGE and no longer wants to use his/her account after a completed registration, the customer must immediately notify us about this in writing.

1.6.

This agreement shall be regulated and interpreted in compliance with the laws of Malta, excluding the parts of the laws regulated by the conflict of laws. Every complaint and all proceedings from this agreement shall be lodged exclusively before the courts in Malta. The parties are herewith obligated to agree to this jurisdiction and this legal domicile irrevocably.

1.7.

sportwetten.de shall, in no way, be liable for persons in the event of force majeure or for the action of a government or legal authorities. If a regulation of this agreement becomes invalid or is unenforceable, the rest of the regulations shall fully remain in force and effective.

1.8.

The failure of a party to enforce a right or a regulation of this agreement shall not constitute a waiver of such right or regulation.

1.9.

sportwetten.de can amend the conditions of this agreement from time to time and we publish the amended conditions on the website. Every amendment shall enter into force on the day of publication on the website. By continuing to use the website, the service or the software of NetX Betting Ltd., the customer shall be obligated to accept the GTC as well as the current amendments. If the customer does not accept the amendments to the terms and conditions, the customer account shall be closed and any balance shall be paid to the customer.

1.10.

NetX Betting Ltd. is licensed and regulated in Malta by the regulatory authority Malta Gaming Authority.

1.11.

The license number of NetX Betting Ltd. is MGA/B2C/123/2005, issued on 30.03.2006.

1.12.

If there is a discrepancy between the GTC in the German version and the version in another language, that language version shall take precedence, which the customer has accepted when

registering on sportwetten.de. All language versions of the GTC shall reflect the same principles.

## **2. Agreement**

This agreement is made between sportwetten.de and the customer. This agreement shall apply for the sportwetten.de website, including its electronic contents and/or software, which is currently available on the website, which makes games and services of sportwetten.de available to the customer. sportwetten.de shall reserve the right to determine certain conditions for the approval of players for the games (e.g.: minimum number of completed games, verification of the payments made) and to expand or change its service on the website at any time.

## **3. Authorisation**

### 3.1.

The available services may only be used by persons, who can make legally binding agreements pursuant to the applicable law of their place of residence. It shall be the customers' responsibility to ensure that their bets are legal.

### 3.2.

Our services shall not be permissible to persons under 18 years of age or other minors. If the customer is a minor, the customer may not use this service. If you do not qualify as a customer, please do not use our website. The participation in the games for money shall exclusively be reserved for persons over 18 years or for persons, who have attained the minimum age according to the legally applicable provisions in the respective country. Gaming shall be strictly prohibited to minors, even in the presence of a parent or another adult. In the event of a breach of this regulation, sportwetten.de shall reserve the right to withhold any winnings and to take legal action against the adults, who facilitate gaming to a minor.

### 3.3.

sportwetten.de is obligated to demand a proof of age from customers and can refuse a customer the access to the games if there is reason to believe that the minimum age has not been attained.

3.4.

We shall, under no circumstances, be responsible for the misuse of our services by unauthorised persons or minors.

3.5.

sportwetten.de services shall not be available where they are deemed illegal. In particular, sportwetten.de shall not accept players from the USA. sportwetten.de shall reserve the right to refuse and/or cancel services at its own discretion.

#### **4. Registration information**

4.1.

In order to participate in the games, a customer must complete the registration form on [www.sportwetten.de](http://www.sportwetten.de) and open a “betting account”. The customer must complete the registration form provided by sportwetten.de and must enter at least the following details to do so:

4.1.1. The identity of the customer. The customer shall guarantee that he/she has provided truthful, exact, up-to-date and complete information about the identity during the registration. Every wrong detail or change of identity of natural or legal entities, misrepresentations regarding a connection with another person, organisation or association, the use of false data or other acts or omissions to conceal one’s own identity from sportwetten.de, shall be fully prosecuted. A customer having access to sportwetten.de services shall be asked to provide a valid proof of his/her identity and relevant information.

4.1.2. In order to meet the legal provisions, registrations may not be made by persons from countries that are on the UN, EU or FAFTA sanctions list. Accounts that do not comply with these requirements shall be blocked immediately upon detection.

4.1.3. If the customer becomes a PEP (Politically Exposed Person) or a close relative or business partner of a PEP at any time, the customer must inform us about this.

4.1.4. Date of birth. The customer must assure sportwetten.de that he/she is over 18 years old. No person under the age of 18 years may be registered as a player and the entire deposited or won money of this person shall be assigned to the regulatory authority.

4.1.5. The place of residence of the customer.

4.1.6. A valid e-mail address of the customer.

4.1.7. Personal and confidential user name. When you open your customer account, you can choose an individual user name and an individual password. After opening your customer account, you must keep the user name and password confidential.

4.1.8. Password. We recommend choosing a password that is at least eight characters long and comprises upper and lower case letters, numbers or special characters. We also recommend changing the password regularly (at least once every four weeks).

4.2.

To complete the registration process, a customer must send sportwetten.de a valid ID card or passport plus an address proof in the form of a recent bill (not older than three months).

4.3.

The customer shall ensure that the registration data is kept up-to-date and all necessary changes to the name, address or e-mail address are specified on the sportwetten.de website. It shall be the player's responsibility to inform us immediately about any changes in his/her personal data.

4.4.

If sportwetten.de has reason to believe that the information is not true, sportwetten.de shall be entitled to suspend or close the customer's account and to retain all winnings.

4.5.

The customer shall be responsible for the safekeeping of the user name and password for his/her sportwetten.de account. sportwetten.de shall not be responsible for damages arising from an act or omission of the customer caused by improper or unauthorised use of his/her account.

4.6.

A customer must register in person and may not register on behalf of someone else.

4.7.

The customer shall not be entitled to register if he/she is already registered on the sportwetten.de website with an account. Only one account shall be permitted per person. The use of more than one account per person shall be considered as “Multi-Accounting” and shall be strictly prohibited. sportwetten.de shall reserve the right to close a customer account any time in case of a suspicion of fraud and to abort all transactions in connection with a player, who has registered more than one user account in his/her name or under different names. This shall, for example, also apply for customers, who interchange first and last names to create another account.

4.8.

NetX Betting Ltd. shall handle all the information of the customers carefully, in compliance with the specifications during the registration and in its privacy policy.

4.9.

The customers shall be prohibited to sell or transfer accounts and/or to acquire accounts from other customers. The customers shall also be prohibited to transfer money between the accounts. Credits can only be transferred to the same account, from which they were originally remitted.

4.10.

A customer shall declare that he/she is not using a credit card, for which he/she is not authorised;

4.11.

Deposits of the customer to an account for a reason other than participation in games, especially for illegal purposes (e.g.: money laundering), shall not be permitted; a deposit of money from criminal and/or other unauthorised activities shall also be prohibited;

4.12.

A customer shall declare that he/she is not classified as a compulsive gambler;

4.13.

A customer's registration can be refused or closed at the discretion of the operator; all contractual obligations that are already entered into shall be met.

4.14.

The registration and the creation of a player account shall be free of charge.

4.15.

There shall be no general right to the registration and participation in the games.

## **5. Password security**

5.1.

The customer is advised to use a safe and non-predictable password for his/her security. He/she shall be responsible to ensure that this password remains secret.

5.2.

The customer shall be responsible to treat his/her user name and security details (including password) confidentially. If the confidentiality of such details is no longer guaranteed, the customer must immediately send new details to sportwetten.de; all future transactions under the old details shall be deemed ineffective.

5.3.

sportwetten.de shall, in no way, be responsible for an access to a user account by a third person and shall assume no responsibility for any losses due to unauthorised use of a password by a third person, against unauthorised access, and/or for each transaction, during which the name and password of a player was correctly registered.

## **6. Legal restrictions**



## 6.1.

The customer must note that laws regarding online gambling are different all over the world. It shall be solely the customer's duty to take into account the compliance with laws, provisions or guidelines that are applicable for the customer's home country. The access to the sportwetten.de website must not necessarily mean that the services of sportwetten.de and/or the associated customer activities are legal pursuant to the laws, regulations or guidelines in the relevant home country of the customer.

## 6.2.

The customer understands and accepts that sportwetten.de cannot provide legal advice or assurances, and that it is his/her sole responsibility to ensure that he/she always acts legally and that the gaming corresponds to the laws of his/her country. Every participation in the games shall be at the sole discretion and risk of the customer. By gaming, you shall accept that you do not find the games or services offensive, objectionable, unfair or indecent in any way.

## 6.3.

sportwetten.de does not intend to use its website for bets or other purposes of customers in countries, where such activities are illegal. The sportwetten.de website represents neither an offer, a request nor invitation of sportwetten.de to use the games or other services in any jurisdiction, where such activities are legally prohibited.

## 6.4.

The customers may not consider the licensee as a financial institution nor expect interests on their deposits.

## **7. Usage restrictions**

### 7.1.

sportwetten.de shall grant the customer a non-exclusive, non-transferable access to the website, limited to the personal use, (the "license"). The use of the website shall be subject to the compliance with these General Terms and Conditions.

### 7.2.

The customer may not sell marketing materials provided to him/her by sportwetten.de or transfer the secure access to the website to others and copy any materials or data from the website, for resale or for other purposes, for forwarding to third parties, without prior written consent of sportwetten.de.

7.3.

The customer shall be responsible for any unauthorised use of the website in violation of this section.

7.4.

The customer may use the information from the information systems of sportwetten.de for the sole purpose of executing transactions within the website.

7.5.

The customer also agrees to not use any electronic communication of a service on the website for a purpose that is unlawful, offensive, intrusive to others' privacy, harassing, scurrilous, defamatory, embarrassing, obscene, menacing or hateful.

7.6.

This agreement shall expire if sportwetten.de believes that all the information of the customer, including the customer's e-mail address, is no longer up-to-date or correct, or if the customer no longer meets a regulation or condition of this agreement, all included rules and guidelines or sportwetten.de determines that the customer has misused sportwetten.de games and services. If corresponding breaches of the law become known, the customer must stop accessing the services. The customer agrees that sportwetten.de can stop the access to some or all services for the customer, or end, remove and exclude open transactions at own discretion and with or without notice.

## **8. Misconduct of the customer**

8.1.

Misconduct of customers on the website shall be prohibited. The customer's behaviour shall be considered as breach of these conditions, if, but not exclusively, the customer:

8.1.1. deliberately provides inaccurate or incomplete information;

8.1.2. attempts to manipulate the result of the games through coordinated behaviour, changes in the programme or in any other inappropriate manner;

8.1.3. deliberately causes malfunctions or defects of the website to undermine the natural game flow;

8.1.4. creates more than one account per person or household; or other regulations in these GTC are violated.

This list of misconducts is not exhaustive.

8.2.

The customer may not decompile or try to decompile the software on the NetX Betting Ltd. website or develop software that impairs the customer-server communication software on its website.

8.3.

The use of any software with artificial intelligence shall be strictly prohibited. Prohibited software shall include every software that enables players to cheat or to bring about an unjust advantage for a player during the betting on the website. sportwetten.de shall reserve the right to take measures to detect and prevent the use of such software by players. If NetX Betting Ltd. identifies or suspects, for a good reason, the use of prohibited programmes, sportwetten.de shall reserve the right to freeze the corresponding player accounts for a period of at least six (6) months, to confiscate any money on the account and/or to suspend the player from the use of the services of sportwetten.de.

8.4.

In the event of misconduct by a customer, sportwetten.de shall be entitled to terminate the agreement with the customer without notice and to exclude him/her from further use of the website. sportwetten.de shall also be entitled to interrupt and end ongoing bets, to block the customer or the customer's account with or without prior notice and to withhold the credit of the customer and winnings through the misconduct until the situation is clarified.

## **9. Account termination**

9.1.

sportwetten.de shall reserve the right to deny or cancel services at own discretion and/or to refuse to pay winnings for any legitimate reason, including but not limited to:

9.1.1. Each instance, if sportwetten.de has reason to believe that the activities of a person on the website might be illegal;

9.1.2. Each instance, if sportwetten.de could incur tax-related, regulatory or financial disadvantages through certain activities;

9.1.3. Each instance, if one or more transactions on the sportwetten.de website are assessed as a violation of this agreement.

9.2.

sportwetten.de shall prohibit players from making agreements and shall take measures to prohibit the use of devices, such as bots, that distort the normal game.

9.3.

sportwetten.de shall reserve the right to end events or games without notice whenever it deems this necessary, namely due to mistakes in the publication of the rate, software or game errors, which can cause games to not work correctly or to fail totally.

## **10. Aborted or unoccurred games**

10.1.

If incorrect information is published on the website, sportwetten.de shall take measures to correct information in the system, so that correct information is displayed. All winnings affected by the publication of false information shall also be changed accordingly.

10.2.

If a game does not take place for any reason, all players' transactions are always precisely logged in our system. For all questions, please contact the customer service team via live chat or e-mail to support@sportwetten.de.

10.3.

We shall reserve the right to correct results in hindsight if the result of the game was caused through a technical error, fraudulent behaviour of a player or through a fake bet. We shall reserve the right to reclaim every payment that is made due to this error.

## **11. Deposits**

### 11.1.

In order to bet, you must first deposit money into your betting account. As soon as you log in with your user name or your e-mail address and password, you can make an online deposit by clicking “Deposit” and following the instructions. This deposit can take place free of charge mainly through a transfer to our bank account, via Klarna, paysafecard, Skrill or by paying with a credit card (VISA or Mastercard). For every bank transfer, you must enter “NetX Betting Ltd.” as recipient and your user name or your e-mail address as purpose. For depositing by a bank transfer, you must anticipate a processing time of up to 5 working days within Europe. Worldwide, the transfer can take up to 10 working days.

### 11.2.

sportwetten.de shall reserve the right to impose certain conditions for the use of certain means of payment. sportwetten.de shall also be entitled to change the available payment methods without prior notice.

### 11.3.

sportwetten.de does not guarantee that all payment methods shall be available at all times.

### 11.4.

A deposit into a player account shall, except remittances, be transferred to the account in real time.

### 11.5.

The player himself/herself can impose deposit limits using the website.

### 11.6.

The lower limit for deposits shall be EUR 10, while the maximum deposit amount can be changed at sportwetten.de's discretion and within the scope of the legal requirements.

## **12. Withdrawals**

### 12.1.

The license holder NetX Betting Ltd. shall be responsible for all withdrawals made on sportwetten.de and shall reserve the right to verify the customer's claim and to retain the withdrawal in case of doubt. Valid documents and ID cards must be available in order to process a withdrawal. If deposits and withdrawals exceed the amount of EUR 2,000, NetX Betting Ltd. shall be legally obligated to verify your identity.

### 12.2.

Withdrawal methods and the required information are listed in the Withdrawal section on the website.

### 12.3.

If the customer wants to withdraw his/her winnings, he/she must simply select the "Withdraw" option in his/her sportwetten.de account and follow the instructions. The withdrawal shall usually take place by bank transfer to a bank account in the customer's name. If withdrawal to a credit card is not possible, it can only be made to a verified bank account. Transfers to a European bank account usually take three to five banking days based on the bank chain. Outside Europe, the transfer may take five to seven days. A withdrawal via Skrill takes place immediately. When withdrawing from the sportwetten.de betting account, no fees shall apply as long as the IBAN and BIC are correctly entered. If not, we shall reserve the right to charge the incurred bank fees to the customer. Fees shall apply only for withdrawals outside the EU area.

### 12.4.

All costs related to withdrawal requests, if applicable, are explicitly specified on the website and shall be charged to the recipient.

### 12.5

The personal data of the player account holder and the holder of the bank account (or any other payment method) must match. NetX Betting Ltd. shall perform a “KYC procedure” to verify the validity of the customer’s e-mail address and his/her personal data.

12.6.

A limit is set by sportwetten.de on the maximum winnings that can be paid out. If the customer places a bet, whose winning value exceeds the limit, sportwetten.de shall not be liable for the excess amount. In this case, bet withdrawals shall be reduced accordingly. This shall also apply if the sportwetten.de system has not made it clear to the customer upon conclusion of the bet that the winnings may exceed the limit. sportwetten.de shall, under any circumstances, not be liable for the theoretical loss of winnings incurred by the customer as a result of such a reduction.

12.7.

Withdrawals from a customer’s account can only be addressed to the person, who has registered the account, namely according to the conditions specified on the sportwetten.de website.

12.8.

Under no circumstances can funds be withdrawn from an account unless the same sum has been transacted at least once.

### **13. Use of the player account**

13.1.

The base currency in the NetX Betting Ltd. software is EURO.

13.2.

If no transactions have been recorded on a player’s account for thirty (30) months, sportwetten.de shall transfer the balance in this account to the customer, or if the customer cannot be located, to the Malta Gaming Authority.

13.3.

Customers can close their accounts at any time. In such cases, the player shall be requested to send an email about the account closure to support@sportwetten.de. The customer care shall close the account and confirm to the customer that such a termination has taken place.

13.4.

In order for a customer to claim money from a dormant, closed, blocked account, he/she must contact sportwetten.de by sending an e-mail to support@sportwetten.de.

13.5.

The customer explicitly authorises sportwetten.de to impose account fees. These shall be debited from the customer's sportwetten.de account in accordance with these GTC. sportwetten.de shall reserve the right to make credit balance transactions from accounts that have not been used over a period of more than twelve consecutive months. This processing fee shall be EUR 5.00 per month and shall be calculated from the first day after the expiry of the 12-month inactivity. The fee shall be debited from the relevant sportwetten.de account on the first day of every month, namely until an activity is recorded on this account. If the account balance of the customer concerned has reached zero, sportwetten.de shall close the account. An account balance may never be below zero. Every customer concerned shall be notified at the latest 30 days prior to the start of the debit. The amount of the debit in other currencies shall be billed according to the respective daily exchange rate of Euro. sportwetten.de shall reserve the right to increase the processing fee at any time in line with the regulations of the Malta Gaming Authority.

## **14. Bonus policy**

14.1.

Under certain circumstances, a bonus, so-called "Bonus money" or "Bonus credit", shall be credited to the account in addition to the deposited amount of money.

14.2.

Bonuses offered and details of the bonus credit shall be available in the Bonus/Promotion section. The amount of the bonus credit shall be determined by NetX Betting Ltd. and specified on the website. The customer shall have no general entitlement to receive bonus.



14.3.

sportwetten.de offers a number of attractive reward functions for new and existing customers. Bonuses shall be issued to customers as part of sportwetten.de's rewards programme. These bonuses shall be limited time offers and the GTC associated with the bonus shall be non-binding.

14.4.

The withdrawal of balance from an account before fulfilling the bonus conditions shall immediately nullify the bonus and the customer shall no longer be eligible for the accumulated bonus.

14.5.

Any indications of fraud, manipulation, cash-back arbitrage, or other forms of fraudulent activities in relation to the bonus shall result in deactivation of the account along with the accrued winnings.

14.6.

All language versions of the bonus GTC shall reflect the same principles. The prevailing language for the interpretation of every bonus shall be the German language.

## **15. Limited liability**

15.1.

The games and services offered on the website shall be available to the customer only within the scope of the current state of the art. sportwetten.de shall give no guarantee and assume no liability for uninterrupted availability of the service or the offered services.

15.2.

Sportwetten.de undertakes to offer steady service on the website. sportwetten.de however assumes no responsibility for errors, omissions, interruptions, deletions, defects, delays in operation or transmission, failures of communication lines, theft, destruction or unauthorised access to or alteration of the website or of the service

15.3.

sportwetten.de shall not be responsible for problems or technical malfunctions of telephone networks or lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or Internet delays on the website or for the services.

15.4.

sportwetten.de shall assume no liability for any interruption of games or downtimes of the website. We shall neither be liable for any errors in a game, nor shall we be obligated to correct them – sportwetten.de shall not be liable for any resulting damage. Furthermore, sportwetten.de shall assume no liability for the existence of or for damage caused by viruses or other damaging components on the website or the corresponding server, which can lead to damage to the customer's hardware and software.

15.5.

sportwetten.de shall not be liable for damages caused by mistakes in data entry, storage and processing of the data and by incompleteness and inaccuracy of the transmitted data. sportwetten.de shall especially reserve the right to correct obvious mistakes in the storage and processing of the results (e.g. mistakes relating to the identity of the players, bets, etc.). In case of such mistakes or software problems, due to which a game runs incorrectly or is aborted, the game shall be deemed invalid and the wagered amounts shall be refunded to the customer.

sportwetten.de shall also reserve the right to limit/refuse bets, whenever it deems this to be necessary due to any errors, software malfunctions or similar circumstances.

15.6.

To the extent permitted by law, sportwetten.de shall not be liable for losses or damages resulting from the use of the website, the contents and services as well as the services provided, or from the behaviour of a customer of the website or the service, be it online or offline.

15.7.

sportwetten.de or one of its Directors or employees shall, under no circumstances, be liable for any damages whatsoever, including and without limitation to indirect, incidental or any type of consequential damages, which may arise from the outside or in connection with the

customers' use of the website or services, including but not limited to the quality, accuracy or utility of the information.

15.8.

sportwetten.de shall not be liable for damages that are caused by the excessive use of the account by the player or third parties.

15.9.

sportwetten.de shall not be liable for the loss of winnings caused by interrupted games.

15.10.

In the event of breach of the GTC of the website by the customer, the customer shall exempt sportwetten.de from any claims of third parties and shall bear all losses, costs or damages.

15.11.

The above limitations of liability shall apply to the extent permitted by the applicable law. In no event shall sportwetten.de's cumulative liability to the customer exceed the amount, which the customer has transferred or deposited into his/her account on the website in relation to the transaction giving rise to such liability.

## **16. Anti-money laundering policies**

16.1.

No person may misuse this website for the purpose of money laundering. sportwetten.de can apply a best-practice anti-money laundering (AML) procedure. sportwetten.de shall reserve the right to refuse or discontinue business with and to cancel the transactions of customers, who do not comply with the corresponding, following AML requirements and policies:

16.1.1. Winnings shall only be paid to the person, who has originally opened the betting account – namely only to the original credit card or bank account (if payment to the credit card is not possible, it can only be made to a verified bank account);

16.1.2. If a customer deposits money by means of a credit/debit card, we shall pay winnings only to the person, whose name appears on the card used to make the deposit. Winnings shall only be paid back to the same card;

16.1.3. Only one account shall be permitted per person. Winnings shall not be paid to accounts opened in false names or if multiple accounts were opened by the same person;

16.1.4. sportwetten.de can demand from time to time at own discretion that a customer provides additional identity proofs (KYC documentation), e.g. a notarised copy of the passport or other means of identity verification, and can block an account at own discretion until such proof is provided to our satisfaction;

16.1.5. All transactions shall be checked to prevent money laundering;

16.1.6. If the customer does not respect these rules and provisions, sportwetten.de may block the player's account pending completion of the investigations.

16.2.

Any suspicious or fraudulent transactions shall be immediately reported to the competent authorities, including the Malta Gaming Authority.

## **17. Intellectual property**

17.1.

All contents, trademarks, service marks, trade names, logos and symbols shall be property of NetXBetting Ltd. or its Group companies and shall be protected by copyright laws and international treaties and regulations.

17.2.

The customer may not delete any copyright notices or other indications of protected intellectual property rights from materials that the customer receives from sportwetten.de or the sportwetten.de website. The customer shall not obtain any property rights, or a right or licence to materials or the website, unless such are specified in this agreement.

17.3.

Images displayed on the website are either property of sportwetten.de or are used with permission. The customer may not download, publish, reproduce or distribute any

information, software or other material protected by copyright (as well as rights of publicity and privacy) without first obtaining the permission of the owner of these rights and the prior written consent of sportwetten.de.

## **18. Indemnification**

The customer must indemnify sportwetten.de and its Directors, and employees and hold them harmless against any claims, liabilities, damages, losses, and expenses, including and without limitation reasonable attorney's fees and costs that are in any way associated with: Customer's access for the use of the website or services; customer's breach of any of the conditions of this agreement or customer's breach of any applicable laws or provisions.

## **19. Termination**

19.1.

sportwetten.de shall be entitled to close accounts that are unwanted. If the player wants to close his/her account, a corresponding request mailed to support@sportwetten.de shall suffice. Dissolution of the agreement shall not affect the acquired rights or obligations of the existing parties at the time of termination. If the reason, for which a player requests to close his/her account, is compulsive, problematic gaming behaviour of the player, the player must notify this to sportwetten.de together with his/her request for the closure of his/her sportwetten.de account.

## **20. Responsible gaming**

sportwetten.de wants to ensure that its customers play in a responsible manner, but we also realise that gambling can be addictive for some people and can affect their lives negatively. We therefore offer our customers various measures to play in a responsible manner. These can be set by the customer on the website and include the following:

- Maximum limits for deposits
- Limits on bets and losses
- Limits on gaming time
- Self-exclusion for a definite period of time
- Unlimited self-exclusion

Our website also contains links to external institutions and information that can help in case of gambling addiction. If you believe that you have gambling addiction, we request you to seek help using these sections of our website and also contact us by e-mail.

## **21. Complaints**

### 21.1.

In case of a complaint or a problem, the customer should contact the customer service by email to [support@sportwetten.de](mailto:support@sportwetten.de), with details of the nature of the complaint. To resolve the problem, the customer service staff shall respond to the customer within 2 days to the e-mail address, from which the complaint was sent.

### 21.2.

If the customer believes that the problem has not been resolved, he/she can report the problem to the Malta Gaming Authority by sending an e-mail to [support.mga@mga.org.mt](mailto:support.mga@mga.org.mt). In compliance with part 4 of 2015 no.: 542 consumer protection, dispute resolution for consumer disputes (competent authorities and information) provisions 2015, we would also like to inform that “EADR Ltd.” (<https://eadr.org/de/>) is our competent authority. If we have exhausted our internal complaint handling procedures concerning customer complaints and we cannot manage to clarify these complaints, EADR Ltd. shall be competent if the customer wants an alternative option for dispute resolution. In this case, we shall be obligated to support an alternative dispute settlement procedure with EADR Ltd. (<https://eadr.org/de/>).

## **22. Privacy policy**

By opening an account with [sportwetten.de](https://sportwetten.de), the player implicitly gives consent to the processing of personal data in compliance with the data protection laws in Malta. The processing of personal data shall take place exclusively for account maintenance purposes for the use of the services offered by [sportwetten.de](https://sportwetten.de).

[sportwetten.de](https://sportwetten.de) does its best to ensure the privacy, confidentiality and security of the customers. This is ensured during the ongoing business relationship as well as to the full extent after its end.

### 22.1.

When customers register with the company, they confirm their willingness to share certain private information for the collaboration with [sportwetten.de](https://sportwetten.de); this information shall be used for confirming the customer’s identity and ensuring the security of their deposits and player account. This information shall be collected in compliance with our strict verification procedures that are used to avoid international money laundering and to ensure the security of

our customers' activities. The information shall only be forwarded to employees, who need such an access to fulfil their tasks.

22.2.

Our customers must provide us with true, up-to-date and accurate information about their identity. Furthermore, they must confirm that they have registered in their own name and have not acted fraudulently at any time or in any manner nor shall they attempt to impersonate anyone else for any purpose whatsoever.

22.3.

The company's data collection shall include recording of the customers' information disclosed freely to sportwetten.de, in addition to the placement of cookies for the purpose of collection of data about how customers operate with the sportwetten.de website. These tools for collecting customer information serve the purpose of ensuring the security of the customer and of all the data and this data shall only be forwarded to employees, who are involved in player management. This access shall be granted only according to the "need to know" principle.

22.4.

sportwetten.de shall never disclose private or otherwise confidential information related to our customers to third parties without explicit, written consent of our customers, except in specific cases, where such disclosure is required by law or otherwise in order to perform verification of the customer's identity for safeguarding the account and securing the personal data.

One exception: for the compliance with legal provisions, it may be necessary to forward information to a gaming authority (e.g.: Malta Gaming Authority, etc.).

22.5.

By registering with sportwetten.de and through the voluntary interaction with sportwetten.de's products and/or services, the customer confirms his/her agreement to the use of all or parts of the information about his/her sportwetten.de player account, about the transactions he/she carries out and about all of his/her interactions with sportwetten.de and on behalf of sportwetten.de. All interactions of the customer with sportwetten.de shall be stored by sportwetten.de for the purpose of data recording and shall be used in cases of disputes between customers and NetX Betting Ltd.

22.6.

sportwetten.de shall do its best to ensure the confidentiality of the customers' personal data, including the implementation of data protection procedures. sportwetten.de shall ensure that its data protection policy is regularly updated in order to make sure that the customers' information is always secure.

22.7. Any suspicious or fraudulent activities shall be immediately reported to the competent authorities, including but not limited to the Malta Gaming Authority (MGA).

## **23. Sports betting rules**

### 23.1.

If betting slips are not submitted within 90 days after the day following the completion of the betting event, the payment claim of the betting customer shall become void. sportwetten.de shall reserve the right to delay payment of the winnings for up to 45 days from the submission of the betting slip.

### 23.2.

In the following cases, the bet shall be invalid or the betting contract shall subsequently be deemed cancelled amicably – namely with the legal consequence that the bet must be paid back to the customer,

23.2.1. if the betting event does not take place as specified in the odds list (e.g. home advantage is interchanged) unless the home team exercises its home advantage at a neutral sports facility for any reasons whatsoever.

23.2.2. if the bet is concluded after the actual start of the betting event underlying the bet, or if the bet does not take place according to the betting regulations. The time of conclusion of the betting contract determined by NetX Betting Ltd. shall be binding for the betting customer.

23.2.3. if a betting event is cancelled or does not take place, unless

(a) an alternate date is already determined for this betting event at the time of the cancellation and this is scheduled within the next two calendar days, calculated from the originally planned start of the betting event.

(b) the betting event is completed as part of a sports tournament (e.g. World, European or national championships, Olympic Games, tennis tournaments, etc.).

23.2.4. if the betting event is cancelled without an official evaluation taking place immediately upon the cancellation. Retrospective changes to the rankings (e.g. armchair decisions) shall therefore remain unconsidered.



23.2.5. if a tennis match is ended by a “walk over” (w.o.) or forfeit.

23.2.6. if matches in the Major League Baseball (MLB) are stopped or called off.

23.3.

If a betting event is cancelled and officially evaluated immediately after the cancellation, the bet shall remain valid and point 23.2.4. shall apply accordingly. A tennis match ended by a “walk over” (w.o.) or forfeit shall be deemed as not held, so that the stake must be paid back.

23.4.

Especially the following regulations shall apply for evaluating the outcome of a bet:

23.4.1. The results announced immediately after the end of the betting event shall be decisive (e.g. the award ceremony, as long as this takes place immediately after the betting event).

23.4.2. For football and ice hockey matches, the result at the end of regular playing time shall be decisive. Any extra time or penalty shoot-outs, etc. shall therefore have no effect on the betting contract, unless the contracting parties have agreed otherwise through a note in sportwetten.de’s records.

23.4.3. If two or more competitions of the same kind (e.g. two giant slaloms) take place at one location, all bets that were concluded before the commencement of the first event shall only be valid for the first event, unless otherwise explicitly agreed.

23.4.4. For American football, basketball and baseball, the result including extra time shall be applicable for evaluating all events and variants, unless otherwise explicitly agreed.

23.4.5. For “dead heat” (two or more contestants equally seeded), payouts shall be divided accordingly (e.g.: bet of 100, odds on the winner of 1.80, results in a bet payout of 180; in case of two winners, the payout shall therefore be 90 each; in case of three winners, 60 each). If only two starters (teams) participate in betting events (e.g. in case of head-to-head bets) and if no undecided odds are offered, the payouts shall not be divided in case of “dead heat”, but the entire stake shall be paid back.

23.5.

For bets that refer to the showing of cards, the following shall apply:

23.5.1. Only those cards shall count that are shown to a sportsman participating in a game on the field during the game.

23.5.2. A yellow/red card shall count as a yellow card and also as a red card.

23.5.3. Football goal scorers – if the player, on whose goal a bet was placed, is not part of the starting line-up of his/her team, this bet shall be evaluated with an odd of 1.0.

23.6.

If the betting event takes place according to these general betting regulations and if a participant or a team does not show up for this event, the betting contract shall remain valid (“play or pay”); this means that a bet placed on a non-participant or a non-participating team shall be considered lost for the customer.

23.7.

Combination bet: If multiple betting events are combined (“combination bet”), the following shall be applicable:

23.7.1. If one or more events are called off, cancelled or do not take place for other reasons, without completion of the event within the meaning of point 23.7.3, or without an official evaluation within the meaning of point 23.2.4, this (these) betting event(s) shall be valued with the odd of 1.00. This shall also apply for tennis matches ended by a walk over or forfeit.

23.7.2. If all betting events are called off, cancelled or do not take place for other reasons, without completion of the event within the meaning of point 24.2.3, or without an official evaluation within the meaning of point 24.2.4, the betting contract shall be cancelled retrospectively and the bet must be paid back. This shall also apply for “walk over” (w.o.) or for tennis matches ended by a forfeit.

23.7.3. If the contract is concluded only after the start of one or more events, the odd for this event shall be 1.00. If the bet is placed only after the start of all events, point 23.2.2 shall apply accordingly.

23.8.

sportwetten.de shall assume no responsibility for defective data links in connection with contract conclusions and/or for circumstances that do not fall within the sphere of influence of NetX Betting Ltd., such as non-transmitted, incomplete or destroyed data, from which the customer may incur losses, including financial losses.

23.9.

If a betting customer loses an amount above the norm within a certain period of time, sportwetten.de shall reserve the right to take appropriate measures for the protection of the betting customer.

## **24. Limits on winnings**

### 24.1.

A general payout limit of EUR 50,000 shall apply. A general winnings limit of EUR 50,000 per customer and week shall apply. Deviating payout/winnings limits may apply.

### 24.2.

Per betting slip, a general winnings limit of EUR 50,000 shall apply. Deviating winnings limits may apply.

### 24.3.

For your betting account in the Internet, you yourself can impose limits for deposits, bets as well as losses, without indication of reasons, in order to control your betting behaviour. For such limits, you can choose periods of 24 hours, 7 or 30 days. During the chosen period, you can no longer make any deposits or place any bets as soon as the defined limit is reached. The corresponding settings can be made online or by notifying the customer service. Inquiries about or changes to the settings regarding the reductions of limits shall be processed immediately; increases of limits shall enter into force according to the Malta Remote Gaming Regulations only with a delay of seven days.

### 24.4.

NetX Betting Ltd. shall not be obligated to monitor the gaming behaviour of the customer, but shall reserve the right to impose limits on the customer if there are indications of a problematic gaming behaviour. The customer shall be informed accordingly about the limitation. sportwetten.de shall reserve the right to appropriately reduce the limits on bets, whose total winnings exceed the limits set by sportwetten.de for the event, so that these limits are not exceeded.

## **25. Betting conditions**

### 25.1.

The betting customer shall explicitly declare the accuracy of all details provided during the registration on [www.sportwetten.de](http://www.sportwetten.de). The unintentional or intentional entry of incorrect customer data (e.g. first and last name, date of birth, address, email address, etc.) shall, in any case, result in all bets and winnings associated with this customer account not being paid out by sportwetten.de.

#### 25.2.

A player must register personally and make a first-time credit by remittance to an account specified by sportwetten.de, through a payment via credit card or using another deposit method offered by sportwetten.de. For each registered betting customer, a betting account shall be created, in which all deposits, bets, winnings and withdrawals shall be entered separately.

#### 25.3.

The betting account set up by sportwetten.de shall be maintained for the account and at the risk of the betting customer. sportwetten.de shall assume no liability for misuse of the betting account by unauthorised persons. The betting customer is therefore advised to keep the customer data, especially user name and password, confidential as all account movements take place for the account of the betting customer with specification of the customer data (by means of a security question).

#### 25.4.

Deposits to the betting account can be made by remittance to the accounts specified by sportwetten.de or by credit card and by other payment methods offered by sportwetten.de.

#### 25.5.

Bets can only be accepted if the entire amount of the bet is credited to the account specified by sportwetten.de in time before the start of the sports event(s) underlying the bet(s). Even in case of credit card payment, bets can only be accepted if the respective credit card organisation confirms the amount in time.

#### 25.6.

At the time of placement of the bet, the betting account must show sufficient balance for full coverage.

25.7.

Deposits to and withdrawals from the betting account of the betting customer shall, without exception, be accepted only in the currency offered by sportwetten.de. The customer shall bear the exchange risk. The same shall apply for the stakes paid when placing bets.

25.8.

Winnings shall be credited to the betting account and can either be used for placing further bets or, upon explicit request of the betting customer, be paid out via bank transfer. Payout by way of postal money order, cash payment or crossed cheque shall not be possible. sportwetten.de shall reserve the right to make payments only after a corresponding verification of the betting customer. Payments can only be made to the bank account, which the customer has registered with sportwetten.de. Limits and processing fees may be imposed on deposits and withdrawals.

25.9.

Every sportwetten.de customer must verify his/her identity prior to the first payout. sportwetten.de may, at any time, demand that the customer submits certain documents for proof of identity in order to verify his/her identity. sportwetten.de shall reserve the right to retain all funds and/or winnings until the requested documents are submitted. You may be asked to submit one or more of the following documents:

25.9.1. A copy of a valid ID document that has been issued by the competent authority of a recognised state/country, e.g. recognised or permitted passport, personal identity card, passport or ID card replacement. When verifying the identity of a customer, we may also ask to submit a gas, water or electricity bill or a rental agreement (not older than 3 months).

25.9.2. A copy of bank certificates, account statements, e.g. of a Skrill account.

25.10.

Complaints against account statements and against the balances indicated therein must be lodged by means of a registered letter at the latest within 30 days from the end of the month, in which the betting event took place.

25.11.

In case of an obvious error by sportwetten.de in the calculation of odds, sportwetten.de shall have the right to correct such erroneous odds without additionally notifying the betting customer and to also make corresponding changes to the customer's betting account.

25.12.

sportwetten.de shall be entitled to correct any obvious mistakes in the preparation of customer account statements that result from errors.

25.13.

With respect to the data transmitted via the Internet between sportwetten.de and the customer in both directions, sportwetten.de shall assume no liability for this data being transmitted completely and without error.

25.14.

The betting customer agrees that the personal data being obtained by sportwetten.de within the framework of the betting conclusions shall be stored and used by it. All the personal data shall only be available to persons, who have been authorised by sportwetten.de and who have the right to know such data within the scope of their tasks. The betting customer furthermore agrees to receiving advertising material as well as other publications and information from sportwetten.de via post, fax, text message or e-mail. Odds lists shall not be sent separately and can be viewed by the betting customer at any time on the sportwetten.de website or app.

By consenting to the GTC, you shall agree that the varied personal data provided by you may be forwarded to third parties and used for marketing purposes. This customer data shall be made anonymous if possible and provided to partner companies that collaborate with sportwetten.de.

25.15.

Per betting customer, only one registration and thus only one betting account shall be permitted. In the event of violation, all accounts shall be blocked and any bonuses or resulting winnings shall be cancelled.

25.16.

If it is revealed that a betting customer has, contrary to the betting regulations, opened several accounts and placed the same bet with these accounts, the winnings limits shall apply for the total winnings obtained from these bets. sportwetten.de shall, under no circumstances, be

liable to the betting customer for any theoretical loss of winnings as a result of such reductions.

25.17.

By participating in a promotion, the customer shall accept the participation conditions for the respective promotion, communicated separately on the [www.sportwetten.de](http://www.sportwetten.de) website.

25.18.

sportwetten.de shall be entitled to restrict, limit or block the access for certain customers at its own, exclusive and unlimited discretion.

25.19.

All time indications by sportwetten.de shall refer to Central European Time (CET).

25.20.

Bets on football games, that have already been decided at the time of the cancellation (live bets, half-time bets, period bets, overbetting / underbetting, first goal, etc.), shall be evaluated independent from the time of interruption or resumption.

## **26. Live bets**

26.1.

Live bets are marked as such through an addendum in the betting offer and/or on the betting ticket (live or live bet). These bets shall explicitly be open for betting even after the event has started. In this form of betting, the odds vary dynamically and are continuously adjusted to the latest status of the match. The results given immediately after the end of the respective bet shall be decisive for the evaluation of the live bet. Subsequent changes (e.g. armchair decisions) shall have no influence on the evaluation of the live bet offered.

26.2.

Football live bets

The guidelines of the general betting regulations shall also apply for the game evaluation of football live bets. Thus, bets on a game without official valuation shall be declared invalid. Exceptions shall include special bets, which were already decided before the time of cancellation (e.g. bets on the half-time score, if the game is cancelled in the second half). These shall be evaluated according to the respective outcome, irrespective of the further course of the game.

26.3.

Formula1 live bets

The general betting regulations shall also apply for live bets in Formula1 as regards the game evaluation. Exceptions shall again include special bets, which were already decided before the time of a possible cancellation (e.g. "Who is leading after ten rounds?" bet if the race is cancelled in the fifteenth round) and shall be considered valid.

26.4.

If the outcome of a betting event (e.g. "Who shall win the third game?" or "Who shall win the next corner kick?") cannot be clearly determined due to a loss of picture or the end of television coverage by the television channel indicated by sportwetten.de within the scope of the live bet, the directly affected bets shall be evaluated with the odd of 1.00.

26.5.

The following shall apply for all other sports: For all live bets, the general betting regulations shall apply as regards the game evaluation. An exception shall be special bets, which were decided before the time of a possible cancellation. These shall be considered valid.

## **27. E-SPORTS**

Bets shall become invalid if the game is listed incorrectly.

If the name of a team is changed (due to leaving an organisation, joining a different organisation or an official name change), all bets shall remain valid.

If a "walk over" is granted to a player/team on at least one card before the match starts, bets shall become invalid.

If a card is repeated due to a technical problem, on which the players had no influence, bets placed before the game shall remain valid on the repeated card in line with the official result.



Bets shall become invalid if the determined number of cards is changed or if it is different from the number offered for betting purposes. If a game is started but not completed, bets shall become invalid unless the result has already been decided.

## **28. Rest of game bet**

### 28.1.

The rest of game bet is a special form of live bet and is marked separately. In all betting variants, a tie score (0:0) shall be assumed for the game at all times. This means that only such goals shall be relevant for the evaluation of the bet, which were made after the submission of the bet. Moreover, the supplementary betting regulations for live bets or the general betting regulations shall apply.

### 28.2.

#### Tennis

28.2.1. If a match is not completed, all bets placed on this match shall be evaluated with the odd of 1.00. This shall include all variants offered for this event. This shall also apply if one of the two named players is changed before the start of the match.

28.2.2. Set bets: If the number of sets to be played changes, all bets of this type (set bets) shall be evaluated with the odd of 1.00. Bets on the outcome of the match shall remain valid.

28.2.3. Tie-break bets: If the number of sets to be played changes, all bets of this type (tie-break bets) shall be evaluated with the odd of 1.00. Bets on the outcome of the match shall remain valid.

28.2.4. Tournament win: If the betting event takes place according to these general betting regulations and if a participant or a team does not show up for this event, the betting contract shall remain valid (“play or pay”); this means that a bet placed on a non-participant or a non-participating team shall be considered lost for the customer.

### 28.3.

Tennis bets shall remain valid in the following cases:

28.3.1. Change of match date.

28.3.2. Change from “indoor” to “outdoor” and vice versa.

