

Terms & Conditions

Introduction

The Terms and Conditions (Terms) detailed below form a binding legal agreement between yourself (Customer), and us (Website). You should carefully review the Terms - they will be amended from time to time, and once updated will be legally binding effective immediately. We will communicate new changes and request consent for changes to the Terms upon next login, but you are advised to regularly review our Terms. If you do not accept these Terms, we strongly urge you to refrain from accessing the Website.

Betskudos.com is operated by Temple Holdings N.V. (Reg no. 159511), Abraham de Veerstraat 9, Willemstad, P.O. Box 3421, Curaçao, which having all the rights to operate the gaming software and/or offer games of chance under the Curacao License no. 365/JAZ. Payments are processed by Mammillaria Investments Limited (Reg no. HE 428232) registered in Cyprus, acting as the payments agent as per agreement between the two companies.

Brief Overview

When accessing our Website, you must accept the below points as true and valid:

You are over 18 years of age (or the legal age at which you can gamble in your individual jurisdiction).

You will comply if we request from you information and documentation as a result of the KYC procedures that we are bound to comply with. For clarity, these documents include but are not limited to: Proof of Address, Proof of Identity and Proof of Funds.

Your right to access the Website and its associated Products & Services may be deemed illegal in certain countries. You accept and fully understand that it is solely your responsibility to ensure that yourself accessing our Website is not in breach of any rules, or illegal in the country in which you reside currently, or legally.

We do not permit accounts to be opened or used by customers residing in the below jurisdictions, including but not limited to: Aruba, Bonaire, Curaçao, France, Netherlands, Australia, UK, Spain, Saba, Statia, St Martin, USA, or any other jurisdiction that the Central Government of Curaçao (formerly the Netherlands Antilles) deems online gambling illegal or are blacklisted.

You confirm that you are not a resident in any of the above countries, and accept that this list is subject to continuous change.

You confirm that you are the sole, authorised holder of the funds on your account, and that those funds have derived from legal means.

You confirm you are acting in the capacity as a private individual, and NOT on behalf of any other party, or for any commercial purposes.

You may lose some or all of your deposited funds in accordance with these Terms, and you take full responsibility for that.

You understand the volatile nature of the crypto currency market, and realise that the value of these cryptocurrencies can change frequently

You accept that in some situations there are delays in Withdrawing funds (due to request of KYC documents for example).

You are mentally competent and do not suffer from Gambling Addiction. It is your sole responsibility to act responsibly when betting.

You will not attempt to defraud or abuse or platform in any way via bugs/malfunctions/errors/glitches or any other way.

You are betting solely for entertainment purposes and not with bad intent for your own personal gain (for example to steal fellow customer's data, our data or information or to advertise your own business or vested interests)

Registration & Your Account Responsibilities

You agree that at all times when using the Service:

Before any account activity can take place, you must personally complete the registration in full (Step 1 + 2).

Due to our Licensing conditions, we may require you to verify your account. This includes, but not limited to us asking for the following information and documents which includes: your address, proof of your address, proof of identity, and proof of funds.

It is your sole responsibility to ensure your Account details (and associated contact details) are kept up to date. We will communicate with you via these contact details listed on your account. We will not be liable for any losses you have incurred as a result of us communicating with the contact details you provided on your account, that have since expired.

If you intentionally provide false or inaccurate information on your account, or if you register more than one account (this can include registering another account under the name of another person such as a relative, associate, or any other related person or third party on your behalf) we reserve the right to immediately suspend your account, and we will notify you by email. This includes fund confiscation if you have been found to have been playing on an account which is underage (for example in the event that you registered with a valid date of birth that in fact wasn't your date of birth, but fictitious, or in the event that you registered with a date of birth that is deemed below the illegal age of gambling in your jurisdiction).

You are prohibited to transfer or sell your account to another person. This prohibition includes the transfer of any assets of value of any kind, such as however 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.

You do anything that we consider an attempt to: cheat the Service or your fellow Customers, which is strictly prohibited. Examples can include creating multiple accounts, collusion, fraud, or general Service abuse.

You intend to engage in any type of illegal or unlawful activity whatsoever.

Duplicate accounts are not allowed and will be immediately suspended, and in some cases we will confiscate these funds if bonus/arbitrage/any other abuse has taken place. These accounts come as a result of using the same email/wallet/other personal information that is already in use on another account.

Creating multiple accounts for the purpose of collusion, fraud, Service abuse, and/or any kind of Service manipulation is prohibited and may result in account closure.

It is your sole responsibility to ensure the integrity of your account information (to keep all of your information confidential and in order), and as such you are responsible for all activity on your account, regardless as to whether or not you allowed another party access to your account. If your account is hacked, to resume access you will need to provide documentation or other information to prove that the account belongs to you.

Once you have registered an account by email, you will need to verify your account. You will need to verify within 24 hours. If this time lapses, you will need to request another verification email.

Our Website is legally obligated to comply with all Curacao Laws and legal regulations. This includes relevant directions for the prevention of money laundering and terrorism financing. As a result, all suspicious transactions will be investigated. In these instances, we are legally prohibited to inform the account holder or other third parties involved in the investigation. In the event of suspicious activity, we have the right to suspend, withhold funds and/or close the account immediately.

If we detect a clear breach of these Terms, or have a reasonable suspicion that you have breached the Terms, we may terminate your account without prior notice. In these instances, all open bets will be cancelled, and in some cases we may confiscate and recover winnings or funds which have been obtained as a result of you breaching these Terms. This can include bet winnings, bonuses being awarded, or bonus money activate on your account. After these funds have been deducted, if we deem the remaining funds to be fairly yours, we will return to the verified payment method on your account.

Transactions

For each cryptocurrency we offer as a deposit option has a minimum deposit amount. This amount varies between each cryptocurrency. If you send an amount below this minimum, it will result in funds loss, and there is no way to recover the funds. Each minimum amount will be clearly indicated on the front end, once you have selected your desired Crypto from the Withdraw page.

Cryptocurrency can be complex and you always need to pay close attention to ensure you are sending funds from the correct cryptocurrency, chain and wallet. It is your responsibility always to take care of this, whether sending funds to our platform, or transferring funds out of our platform.

Network fees may apply to customer deposits and withdrawals. Network fees for Withdrawals will always be clearly noted. For Deposits, this is your own responsibility, and is dependent on your wallet and the Cryptocurrency used.

You agree to pay in full all charges or amounts due to us or to our partner payment providers. You agree that you will not make any charge backs or cancel your deposits. If you intentionally do this, in attempt to gain 'free funds' to play with, you accept you will compensate us for any amounts that have been intentionally removed by yourself. Any winnings pertaining to charged back or cancelled deposits will be forfeited.

In the case of a winning of \$50 000+, BetKudos reserves the right to pay the winning in equal parts over a period of 30 days or longer, to always ensure platform liquidity.

Successfully processed withdrawals are dependent upon no breaks of any clauses in our Terms & Conditions.

Cryptocurrency transfer fees can be volatile and are dependent on current market conditions. Given this isn't something we can control, we reserve the right to amend this withdrawal fee without prior notice.

System Glitches/Bugs/Errors/Malfunxions

You must inform us as soon as humanely possible if you become aware of any errors, bugs, glitches or malfunxions with respect to your Account. If we deem you have been taken advantage as a result of the above, we reserve the right to block or terminate your Account with immediate effect, and we may confiscate funds indefinitely.

In the event that there is an error and/or malfunction in regards to any feature or product or other information that we show on the Website, all bets taken in consideration with the above will be voided. We will take all appropriate steps to ensure we provide the best experience as possible, but human errors do happen, and we will not be liable in any way for any losses, or claims arising from the errors in question.

If for example, if in obvious error we post a Bookmaker line is that greatly out of line in comparison to what is currently being offered (usually for the sake of clarity, anything above 10% of the best price on the market is usually out of line, and can be usually verified from odds

comparison websites historical price action), then we reserve the right to cancel that bet, void that bet, or re-offer that bet to you at an amended price of our choosing.

If a bet was posted with a clear error, but has already settled, we have the right to recover overpaid amounts to rectify this error. A fair solution is to re-settle based on verifiable historical odds comparison market prices at the time in question.

In the event that our Service is interrupted due to an event that is greatly out of our control (natural disaster, power cut or any other delay or interruption, or act of god), we will not be liable for any resulting loss or damage that you may incur. In the event of any unlikely circumstance listed above, or any other not listed, we reserve the right to cancel or suspend the service until normal operations resume, without being liable for any damages out of our control.

Linked to the above point, we strongly recommend that you take all necessary precautions to ensure you are always accessing our website in a safe and secure way, to ensure the integrity of the Service. This can include protecting yourself against harmful programs/foreign agents via installation of antivirus software and/or other security measures.

Sports Betting Specific Rules

Settlement of an event will be final based on the winner as of the time of the event settlement. If in the event that the decision is overturned or protested later on, it will not make any difference, settlement is final, unless the overturned decision is made before the end of event settlement. If however payout was incorrect as a result of miscalculations with stake and/or odds, or any other system error, or any error from result settlement from the third party in question, we will re-settle the bet correctly.

We reserve the right to adjust Minimum and Maximum wagering amounts as we desire, without any prior notice. These limits can differ between different customers based on our own risk profiling.

The start dates and times displayed on the Platform for eSport matches are not guaranteed to be correct, and may be subject to change. If the match is re-arranged within 72 hours the event and subsequent betting will go ahead, if the time extends past 72 hours however, BetKudos will have the right to refund all wagers on the event, regardless as to what the end result is.

If a draw occurs in a game whereby the draw option is a valid bet (for example - Premier League Soccer game) all stakes on a team win or lose will be of course lost. However in the event that the draw is not offered (For a normal rules Ice Hockey game for example), and the draw is final (without any additional over time/extras time played), then all win or lose stakes will be refunded.

Responsible Gambling

Betting should only be for entertainment and you should never bet more than you can afford to lose. If you want to self-exclude from your account, you can do so from the My Account section. If you would like to completely close your account, please contact us [support@betkudos.com] from the email linked to your account. In this instance you will not have access to your account anymore. It is your responsibility to ensure you withdraw all funds in advance of this.

Anti-fraud policy (AML + KYC)

BetKudos fully prohibits use of the Service for any form of illegal or illicit activity, including but not limited to: money laundering, terrorist financing to trade sanctions violations. If we suspect an account of the above abuse, accounts will be blocked and all account activity suspended until a full investigation has been undertaken by our risk department.

As result of our AML policy, all crypto deposits must meet 100% rollover requirement. So say for example you deposit \$200 equivalent in BTC, you must wager (full bet settlement must occur) at least \$200 equivalent in BTC before you can Withdraw any funds.

Our KYC (Know your Customer) policy dictates that we have the right, at any time to ask for any KYC documentation if we deem the request to be necessary. As a result of high volumes, there may sometimes be delays in responding to requests. We aim to target no later than 7 days for the first response. However this time may be extended dependent upon the complexity of the case, and also in regards to whether other legal processes are in process which are out of our control.

We will co-operate fully with the relevant authorities and may seem criminal and contractual actions against any Customer that is involved in any illegal or illicit act described above. Understandably, we will withhold all payment of funds to any Customer implicated in this fraud.

We deserve the right to suspend or restrict betting until we are satisfied that the full, correct information is received. All of our processes and procedures are undertaken in accordance with Curacao gaming regulation and anti-anti-money laundering legal requirements.

Intellectual Property & Third Party Relationships

You should only use our name, logo, URL or any other brand specific information if we have a contractual agreement with yourself as a third party (for example if you are a registered Affiliate looking to fairly promote our service). Any attempts to use the above for own personal gain, with the intent of discrediting our service or confusing customers may result in us taking legal action against you.

You must not in any way use our data for your own personal benefit. For the avoidance of doubt this can include scraping odds, scraping text information, stealing or modifying promotional images or other content, posting other Customer information, or any other content that is property of BetKudos or any third party which we have contractual affiliation.

We always enter into external third party relationships in good faith, however given we have no control over the content in which our third party partners provide, we can take no responsibility for any content they provide, which is subject to change at their will. We urge you to always act diligently and sensibly when visiting any outside link, including a full review of all available terms and conditions.

Sometimes our Third Party providers will place their own restrictions for opening games (Slots, Table Games, Live Casino etc..). BetKudos has no control over the content over which our Third Party providers push to us through the API, and can be subject to change at any point.

Customer Communication Guidelines + Community Chat

As a result of signing up and accepting our Terms, you agree that from time to time we may contact you (via the contact channels you provided upon registration) for the purpose of providing information on Website changes, bet offers, promotions or any other information that we believe would inform you of our full product offering. You can opt out of these emails at any time by using the unsubscribe option shown at the footer of our emails.

When interacting with ourselves directly (via Live Support Chat or email) or with other customers through our Community Chat Tool we ask for appropriate conversation and to always show respect. We shouldn't need to elaborate on the specifics of just being a good person and showing a basic level of respect and courtesy to your fellow person, but we will detail further examples below.

Dependent on the seriousness of the prohibited things you may say, we may inform legal authorities. Some examples of things that will get you banned include the below. This is not an

extensive list and BetKudos have the sole decision to ban customers for any other legitimate reason:

- Abusive, racial, deliberately offensive comments to others, which disrupt the usually friendly chat services.
- Conducting or posting about any type of illegal or criminal activity, which is taking place on the Website or away from the Website.
- Discrediting the brand of BetKudos in the attempt to unfairly smear our name to other Customers.
- Attempting to send links or material which may be deemed to be malicious (any virus or other software which attempts to disrupt the normal working or functionality of the service in any way). This can include the production of manipulated photoshops or screen grabs which you post in order to again try to discredit our service unfairly.
- Using or building any automated service (or bot) which attempts to hack or disrupt our Service.
- Attempting to defraud or mislead other customers in any way. For the avoidance of doubt this can include sending links to other projects or websites, or any form of unsolicited contact.

Complaints

We pride ourselves on fairness and will always look for a fair resolution to any issues you may have, if they are reasonable requests. Please email us at support@betkudos.com. We will try our utmost to ensure all requests are dealt with within 28 days.

If you feel your issue still hasn't been resolved, you have a right to lodge a formal complaint with Gaming Curacao.