

# Terms of Service

Please read carefully the following legally binding agreement between Benefit Zone Global Ltd under the brand name of Madabit and you. Please read the agreement carefully and be sure to fully understand its contents. Please consult a legal attorney in your jurisdiction for doubts about your rights and obligations resulting from the acceptance of this agreement.

## 1. Definitions

The following words and terms, when used with this agreement, shall have the following meanings, unless the context indicates otherwise;

### **Forbidden Jurisdictions**

has the meaning of countries, areas, locations, geographically speaking which are prohibited from participation;

### **Social Game(ing)/Online Gaming**

Benefit Zone Global Ltd's internet gaming system on the Website, related services, and gaming activities as offered on [www.madabit.com](http://www.madabit.com);

### **Player Account**

A personal account opened by an individual and maintained with us to enable that person to play on the Website;

### **Username and Password**

The username and password which you choose on registration with Benefit Zone Global Ltd;

### **You/Yours**

The user/player of [www.madabit.com](http://www.madabit.com);

### **Us/We/Ours**

Benefit Zone Global Ltd, [www.madabit.com](http://www.madabit.com);

### **Website**

<http://www.madabit.com>, and any related sites accessible via links or any other access way;

## **2. Subject of Agreement**

This agreement covers the arrangements between You and Us in relation to your use of this social gaming site either for playing or socializing. These terms and conditions shall also apply to gaming via mobile devices including (if any) downloadable applications to a mobile device (references herein to use of a Website shall refer to your use of mobile devices);

## **3. Legal Requirements**

- 3.1 You can only play the Game or use the Website if you are of legal age as determined by the law of the country you reside in;
- 3.2 You cannot play the Game or use the Website if you are under 18 years of age in any circumstances;
- 3.3 Some legal jurisdictions have not addressed the legality of this social game and others may have made online social gaming illegal. We do not intend that anyone should use this Website where such has been stated as illegal. The availability of this Website does not construe an offer or invitation by US to use the Website in any country in which such use is prohibited/illegal. Use of this Website is void wherever prohibited by any applicable law. You accept sole responsibility for determining whether your use of this Website is legal in your country of residence. You have an obligation to make this determination by making the appropriate enquiries in your country. If it is determined that your use of this Website is in violation of this clause, We shall have the right to close your account and exercise our remedies such as without limitation, those set forth in clause 8.19 of this agreement and as may be provided under applicable law;

## **4. License to Use Website**

We hereby grant you a personal non-exclusive, non-transferrable right to use the Website, for playing the social game, in accordance with the following provisions;

- 4.1 You are not permitted to:
  - 4.1.1 Download or copy the Website onto a server of other networked device or take steps to make the website available via any form of bulletin board, online service or remote dial-in, or network to other person;
  - 4.1.2 Sub-license, sub-lease, assign, rent, lease, loan, transfer or copy (unless stated otherwise in this Agreement), your license to use this Website or make or distribute copies;
  - 4.1.3 Translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modifications;
  - 4.1.4 Copy or translate, share, distribute, any user documents provided "online" or in any other format;

4.1.5 Reverse engineer (intentional or not), decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the website to create derivative works based on the whole or any part of it;

4.1.6 Enter, penetrate, access or attempt to enter or access or otherwise bypass our security system or interfere in anyway (including but not limited to, by use of robots and similar devices) with the website or attempt to make any changes to the website or any features or components thereof;

4.2 You do not own the website or the game. The website and game ownership is the exclusive property of the licensor, a third party game provider company, (the "Website and Game Developer"). The website and accompanying documentation which have been licensed to us are proprietary products of the Developer and protected throughout the world by copyright law. Your use of the website does not give you ownership of any intellectual property rights. This applies only to the grant of licence to use the website;

4.3 Any services offered to you utilizing a smart phone or a mobile device shall be subject to these Terms of Service. The terms under which any application is or is downloaded or installed or used on your smart phone or mobile device shall be governed by this agreement entered between you and us;

## **5. Limitation of Liability**

This clause (5) sets out our entire liability arising out of this agreement or your use of the website to the extent permitted by law;

5.1 The website is provided as is without any warranties, conditions, undertakings or representations expressed or implied, statutory or otherwise. We hereby exclude all implied terms, conditions and warranties (including any of the merchantability, satisfactory quality and fitness for any particular purpose). We do not warrant that the website will meet your requirements;

5.2 We do not warrant that the website will be non-infringing or that the operation of the website will be error free or uninterrupted or that any defects in the website will be corrected, or that the website or the servers are virus free. In the event of communications or system errors occurring in connection with the settlement of accounts or other features or components of the website neither we nor our website developer will be liable to you or to any third party for any costs, expenses, losses or claims arising resulting from such errors. We further reserve the right in the event of such errors to remove the website and take any other action to correct such errors;

5.3 Our maximum liability to you or any third party arising out of this agreement or your use of the website, whether for breach of contract, equitable duty or in tort or otherwise, will be limited to cases of direct damages and will be no more than the

amount, if any, you paid to access the website (except for the personal injury or death resulting from our negligence);

5.4 In no event will we, our licensees, distributors, parents, subsidiaries, affiliates and all of their officers, directors and employees, nor anyone else involved in creating, producing or delivering the website, be liable for any indirect damages or losses whatsoever, including, without limitation, special, consequential, incidental or punitive damages, arising out of or in connection with this agreement, or the use or performance of the website. This disclaimer and limitation applies regardless of the cause or nature of the losses or damages including, without limitation lost revenue or profits (whether direct or indirect), interruptions, loss of data, inaccurate results, or delays, however arising and regardless of the theory of liability, even if we received prior notice of the possibility of such damages. By using the website, you acknowledge that the nominal fee, if any, reflects this allocation of risk;

5.5 Any allowable claim, if any, which you may bring against us must be brought no later than sixty days after the date of the event giving rise to the claim, and you hereby waive any right to bring any claim not brought within such period;

5.6 If You are using any third party equipment, software or services (collectively, the "third party goods/services") in connection with your use of the website, the entire risk as to the quality and performance of such third party goods/services rests with you. Should such third party goods/services prove defective, you assume the entire cost of all necessary repairs or corrections;

5.7 You hereby acknowledge that how the website is used by you is not in our control. You load and use the website at your own risk. We shall not be responsible for any damage to, or loss of data from the mobile device that you use, and will also not be responsible for any call, data or other charges that you may incur;

5.8 The website may include confidential information which is secret and valuable to the website developer and/or us. You are not entitled to use or disclose that confidential information other than strictly in accordance with the terms of this agreement;

5.9 You agree that you will not use the website for any unlawful purposes or for the purposes of sending or transmitting any data or other material:

- (a) in a manner that constitutes a violation or infringement of the rights of any third party (including but not limited to intellectual property rights); or
- (b) that has harmful or destructive or damaging properties;
- (c) that may constitute any form of collusion; or
- (d) which is likely to cause harm or damage to the computer systems, network or equipment of any third party.

5.10 The website developer may develop or issue upgraded versions of the website from time to time and may make such upgraded versions available to you in their sole discretion. All such upgrades shall be deemed to be website for the purposes of this agreement;

5.11 If You use multiple browsers or attempt to manipulate or ascertain information concerning the website or are involved in collusion, you will forfeit all gaming points and be deactivated as a player. All gaming points must be placed through the user interface;

## **6. Security**

6.1 We only allow access to playing games on the website through secured networks using encryption of the user name and password. You cannot play games on the website without passing our customer security login;

6.2 You may not use the website for any commercial use or on behalf of another person. Any use of the website by you is for own private purposes only;

6.3 You must keep your Username and Password confidential and should not disclose them to anybody. You may not use anyone else's password. You shall be responsible for all transactions conducted in relation to your Player Account using your Password. Every person who identifies him/herself by entering your correct Username and Password is assumed by us to be you and all transactions where the Username and Password have been entered correctly will be regarded as valid;

6.4 You will not allow any third party to use your Player Account to use the website and you will not use any other person's Player Account or means of payment to access the website;

6.5 It is your responsibility to ensure that you understand the rules and procedures of the game in the website and your use of the website in general before you play any such games;

6.6 We are using the best methods available today for the encryption of the Username and Password information, and any other personal information transferred to and from the client application and our servers, thus securing the player and us against manipulation attempts by a third party. You will not break in, access or attempt to break in or access or otherwise by-pass our security. If we have a suspicion that you have attempted to or may be attempting to break in, access or otherwise by-pass our security or the website, we will be entitled to terminate with immediate effect your access to the website and/or have your account blocked, and we reserve the right to inform the applicable authorities;

6.7 We will only use your personal information in accordance with our Privacy Policy, which is set out in full at [www.madabit.com](http://www.madabit.com). We reserve the right to amend the Privacy Policy at any time. We may from time to time ask you to provide us with additional details and any such additional information will be kept confidential. We further reserve the right under certain circumstances to disclose certain details to relevant authorities should it be required to do so by law, an arm of the state or a regulatory body. (for example, to bodies or authorities whose purpose is to investigate money laundering, fraud and other criminal activity) to the extent required by law;

## **7. Your Responsibilities**

7.1 We make no representation or warranty with respect to the legality or otherwise of the accessing and use of the website in your country of residence and it is solely Your responsibility to determine whether such accessing and use of the website by You is legal. We do not intend to enable You to contravene any applicable law;

7.2 You shall not transfer in any way whatsoever Your rights under this agreement without Our prior written consent;

7.3 You are fully responsible for all taxes, fees and other costs incidental to and arising from earnings resulting from use of the website;

7.4 It is your responsibility to inform Us of any changes to Your registration details;

7.5 You accept that You are solely responsible for the supply and maintenance of all of the computer equipment and telecommunications networks and internet access services that You need to use in order to access the website. Your mobile device and internet connection may affect the performance and/or operation of the game concerned. We will not be liable in any way whatsoever for any loss caused to You by the internet or any telecommunication service provider which You have engaged in order to access to the website;

7.6 You acknowledge that our random number generator will determine the outcome of the games played on the website and You accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the result that appears on the website and the server, the result that appears on the server will prevail and You acknowledge and agree that Our records will be the final authority in determining the terms and circumstances of Your participation in the website gaming activity.

7.7 You accept that in the event of a website system malfunction all games are void;

7.8 You will not commit any acts or display any conduct that damages Our reputation or Our website developer or any other related service providers;

## **7.9 Accounts**

7.9.1 You agree that Benefit Zone Global Ltd will handle all financial account transactions ("Company"). You hereby agree that the Company reserves the right to withhold any payments should the Company have reason to believe or any suspicion that You may be engaging in or have engaged in fraudulent, collusion, unlawful, or improper activity;

7.9.2 You agree to fully pay any and all payments due to Us or any third party in connection with Your use of the website. You further agree not to make any charge-backs and/or renounce or cancel or otherwise reverse any of Your due payments and in any such event You will refund and compensate Us for such unpaid payments including any expenses incurred by Us in the process of collecting Your payment;

7.9.3 Be advised that if any deposits/withdrawals are to be processed through credit card or e-wallet accounts, these accounts must show same personal details as provided in Madabit account registration. No third-party transactions will be allowed;

7.9.4 You can withdraw any amount from your Account up to the current available balance. Gaming points withdrawn will be remitted to the account from which it was received by wire Transfer within two to four working days, or any such method as We in our absolute discretion shall decide and in any event subject to any deductions in respect of any banking charges which we will notify to you prior to transfer;

7.9.5 You acknowledge that if Your Player Account is opened You will fully indemnify Us and hold Us harmless from and against all and any losses, costs, expenses, claims, demands, liabilities and damages however caused that may arise as a result of Your (a) entry, use, or reuse of the Website; (b) breach of any of the terms and provisions of this agreement. You further agree to fully indemnify, defend and hold Us and Our officers, directors, employees, agents, contractors and suppliers harmless, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, arising out of any breach of this Agreement by You, and any other liabilities arising out of Your use of the website;

7.10 We will review Our Player Database annually in order to identify any 'dormant' Accounts where gaming points may still be available for withdrawal. If Your Account is identified as being dormant We will attempt to contact You using the registered details You have provided to Us by methods such as telephone, e-mail or written letter. If We have not established contact with You by such means

within 12 months after We have identified Your Account as 'dormant', any outstanding funds held in Your Account will be set aside, the Account will be closed and the gaming points will be made available for distribution to a nominated charity chosen by Us.

7.11 You may open only one account on the Website and with Us. Any additional accounts that are opened may be closed by Us and any outstanding amount returned to you or all such accounts may be treated as one joint account and merged together by Us, in either case at Our sole and absolute discretion. You agree that We shall use any method it deems reasonable to determine if two or more accounts belong to the same customer;

7.12 We reserve the right to distribute gaming points in same manner as described as in 7.9 where an account that have been frozen for security reasons and where We have been unable to establish contact with You to try and resolve the security infringement within 12 months after Your Account has been frozen;

## **8. Your Warranties, Representations and Indemnity**

Only if You satisfy all of the following criteria are You entitled to play the in the website. In consideration for the rights granted to You to use the website, You warrant, represent and covenant to Us (and acknowledge that We are relying on such warranties, representations and covenants) that the following are true:

8.1 You are not a resident of any of the Forbidden Jurisdictions (prohibited by law);

8.2 You are acting on Your own behalf and Your use and interest in the website is personal, and not professional, and that You are only using the website for Your own private entertainment and You acknowledge that use for any other purpose is strictly prohibited;

8.3 You are not restricted by limited legal capacity;

8.4 You are not classified as a compulsive gambler;

8.5 You are solely responsible for recording, reporting, paying and accounting to any relevant governmental or taxation authority for any tax or other levy that may be payable on Your profits or income generated from the website;

8.6 You agree and acknowledge that You will not provide any information or make any statement to Us about your personal information that is untrue, false, incorrect or misleading (including but not limited to information relating to Your name, address, date of birth, gender, email address, telephone number, and bank details). We will require evidence from You of Your age and identity and may undertake ongoing checks as and when reasonably required by Us. Further, any and all information that You have provided to Us is true (and will continue to be



true) in every respect throughout the term of this Agreement and You agree to duly notify Us of any changes to such information immediately;

8.7 You are fully aware of the fact that there is a risk of losing money through the use of the website;

8.8 You are not depositing and obtaining gaming points originating from criminal and/or un-authorised activities;

8.9 You are not otherwise conducting criminal activities and/or intending to utilise the Player Account in connection with activities which You know, or ought to know, will (or may) be illegal or deceptive. You are not using or intending to use or intending to allow any other person to use the website and the Player Account for any prohibited or unlawful activity, including but not limited to, fraud or money laundering, under any applicable law in particular your jurisdiction and the laws that apply to Us;

8.10 You are not colluding or attempting to collude or intending to participate, directly or indirectly, in any collusion scheme with any other player in the course of any game You play or will play on the website;

8.11 You are not under the age of 18;

8.12 The banking account details (such as Your debit/credit card, etc.) You supplied in the registration process are Yours, You are the registered owner of those banking accounts, and You have full authority to utilize them, and the banking accounts have not been reported as lost, stolen, frozen, expired, or closed, or in any other means rendered incapable of use to or by You. Further, all monies used by You in the website are lawfully Yours and are not obtained from an illegal source or through illegal activity;

8.13 You are not one of Our officers, directors, employees, consultants or agents. If You have breached this prohibition, among others actions that will be taken against You, You will not be entitled to any of Your profits and or gains (if applicable);

8.14 You have not previously held a Player Account which was suspended or terminated either by Us; You have not charged back any monies via a Player Account;

8.15 You are solely responsible for the acquisition, supply and maintenance of all of the computer equipment and telecommunications networks and Internet access services and all other consents and permissions that You need to use in order to access the Website;

You fully understand the methods, rules, and procedures of the website and, where and when appropriate, will seek advice or help when using the website;

8.16 You fully understand the methods, rules, and procedures of the website and, where and when appropriate, will seek advice or help when using the Website;

8.17 By accepting any profits or gains, You consent to Our use of Your name for advertising and promotional purposes without additional compensation except where prohibited by law; and You accept and agree to abide by both the terms and conditions of this agreement, as amended from time to time, the rules of the Website and any rules and terms for any promotions or loyalty schemes in which You participate, each as set out on the Website from time to time. You may find information regarding the rules at [www.madabit.com](http://www.madabit.com). Your participation in any promotions shall be deemed as consent to the applicable rules and terms set out in connection with the respective promotion;

8.18 You agree to fully indemnify Us and hold Us harmless from and against all and any losses, costs, expenses, claims, demands, liabilities and damages however caused that may arise as a result of Your (a) use of the website or (b) acceptance of any profits or gains or (c) any breach of this agreement; and

8.19 If You breach this agreement or We have any reasonable grounds for suspecting that You have breached the agreement, in addition to any other remedies available to Us, We may withhold payment of Your profits and/or gains; and/or retain the balance in Your Player Account on account of any damages or other amounts owed by You to Us;

## **9. Changes To This Agreement or The Privacy Policy**

9.1 We may, at our sole discretion, make changes to this agreement or the Privacy Policy at any time.

9.2 Notification of such changes will be posted on the site together with the date they will apply. If You continue to use the Website after We have updated the changes (regardless to the way we have notified of such changes), You agree to be bound by those changes whether or not You have had actual notice of, or have read, the relevant changes. If You do not agree to be bound by relevant changes, You should not continue to use the Website any further.

## **10. Reservation of Rights**

10.1 We reserve, at Our sole discretion, the right to:

10.1.1 Refuse to register any applicant for registration on the Website;

10.1.2 Refuse to accept any wager on the Website;

10.1.3 Change, suspend, remove, modify or add any game or tournament on the Website;

10.2 We reserve the right to make inquiries on You, including credit checks, with third party credit and financial institutions, in accordance with the information You have provided Us with;

10.3 In the event of any dispute regarding a wager or profits or gains, Our decision will be final and binding. We reserve the right to reasonably withhold any profit or winning amount until the identity of the winning person is verified to Our satisfaction in order to ensure that payment of the winning amount is being made to the correct person. For this purpose, We further reserve the right, at Our sole discretion, to demand that You will provide Us with a notarized ID or any equivalent certified ID according to the applicable law of Your jurisdiction;

10.4 We may at any time disclose certain personal information of Yours to third parties in accordance with Our Privacy Policy, which is set out in full at [www.madabit.com](http://www.madabit.com). All personal data relating to you is held subject to and in accordance with, compliance to Curacao's e-Gaming License Authority;

10.5 In the event that We suspect fraud or fraudulent activity on Your part, or any of Your payments are charged back, We will have the right to withhold any pay-out or profit amounts due to You and if necessary, to lawfully collect any payments owed by You. All forfeited funds will be dealt with in the same manner as described as in 7.9 above;

10.6 We may at any time without prior notice to You terminate Your use of the Website and block Your Player Account if We consider that You are in breach of any of the terms and provisions of this Agreement or that You are otherwise acting illegally. We will not be under any obligation in such circumstances to refund or otherwise reimburse You for any of the funds in Your Player Account;

10.7 We reserve the right, at Our sole discretion, to offer and advertise from time to time promotions, bonuses or other special offers and each such offer will be subject to specific terms and conditions which will be valid for a limited period of time. In connection with the specific terms of the above promotions, bonus and special offers, We further reserve the right to withhold any withdrawal amount from Your account which will be in excess of Your original deposit. In addition, We reserve the right to withhold or otherwise decline or reverse any pay-out or profit amount or amend any policy in the event that We suspect that You are abusing or attempting to abuse any of the following: (i) bonuses; (ii) other promotions; or (iii) specific policy or rules determined in respect of an existing game or a new game;

10.8 We reserve the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, to any person without notice and You will be deemed to consent to such assignment;

## **11. Term**

11.1 This agreement is effective from the moment of acceptance by clicking on the Register button when registering, and shall remain in force indefinitely unless terminated in accordance with clause 10.6 or 11.2. For the avoidance of doubt it is agreed that You are bound by this Agreement if You use the Website in any way, including, but not limited to, initiating or making a payment through Your Account or submitting Your payment details to Us;

11.2 We may, by notice to You, terminate this agreement and/or restrict Your access to the Website at any time without cause. Such notice of termination will be effective immediately, unless otherwise stated by Us;

## **12. Governing Law**

12.1 The construction, validity and performance of this agreement will be governed by the laws of the Curacao. However, this shall not prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief. The English language version of this Agreement will prevail over any other language version issued by Us;

12.2 The illegality, invalidity or enforceability of any part of this agreement will not affect the legality, validity or enforceability of the remainder;

## **13. Notice**

13.1 You agree to receive communications from Us in an electronic form. Electronic communications may be posted on the pages within the Website and/or the messages/help files of Your client application, and/or delivered to Your e-mail address. All communications in either electronic or paper format will be considered to be in "writing" and to have been received no later than five business days after posting or dissemination, whether or not You have received or retrieved the Communication. We reserve the right, but assume no obligation, to provide communications in paper format.;

13.2 Any notices required to be given in writing to Us or any questions concerning this Agreement should be addressed to [support@madabit.com](mailto:support@madabit.com);