#### Introduction

These Terms and Conditions shall be valid for all betting activity conducted within this site, hereafter referred to as the "Megabet".

Please read these Terms carefully before accepting these terms and opening an account with the Company. If you have any questions, contact us for clarification.

# **Terminology**

'they' means all genders.

'Client', 'you' or 'your' means a person with a **megabe**t betting account with the Website 'Website' or 'site' means **www.megabet.co.tz** 

'Terms' means these Terms & Conditions

#### **Amendments to the Terms**

The Terms can be changed at any time by the Website Owner at its own discretion. All changes will become effective upon their publication on the site.

In case of substantial amendment to the Terms, the Company will give notice to Clients prior to such amendment taking effect. For minor or insubstantial amendments to the Terms, the Admin need not notify the Clients.

# **Bet Acceptance & Processing**

Each Client must verify that bet Coupon designated by admin is veracious according to his or her own potentiality of betting. The amount staked are correct before confirming a bet. Once confirmed the subscription fee cannot be remunerate by the admin. The site owner has the right to refuse, accept or partially accept any bet offer that is sent.

#### **Disputes**

Any dispute should immediately be reported to the admin by email or telephone and the website owner shall use its best efforts to resolve any dispute with Clients.

In the event of any dispute the Client and the admin agree that the records on the site server logs shall act as the final arbiter in determining the outcome of any claim.

Clients dissatisfied with their treatment by the site have no option of making a complaint to the site licensor, the Gaming Board of Tanzania.

#### **Errors**

Circumstances may arise where a bet is confirmed, or a payment is processed, in error. The following rationale the database owner and admin won't be concerned with the circumstances:

- i) When the prices offered by the Company are significantly dissimilar from those available in the general market;
- ii) Where a bet containing dependent events is accidentally accepted, because of human or technical error:

- iii) When a settling (resulting) error is made while computing or crediting the amount of winnings to a Client account;
- iv) When the bet ticket disoriented, since its gambling and what all can happen
- iv) When a deposit or withdrawal is incorrectly recorded.

In all such cases, the owner reserves the right to correct all financial transactions, cancel accepted bets relating to the error or re-settle bets at the correct price that should have been available at the time the bet was placed.

#### **Intellectual Property**

Trademarks, domains, logos, images and any other material used by or in the services that can be found within the Website are protected by copyright and may not be modified, reproduced or redistributed.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only. Any other use of such content is strictly prohibited. You agree not to assist or facilitate any third party to copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.

#### Legality of Site Use

Use of the site may be illegal in certain countries including, for example, the USA. Every Client is responsible for determining whether use of the site is compliant with applicable laws in the jurisdiction in which they are located at the time of usage. The Company site does not constitute an offer, solicitation or invitation by the Company for the use of betting or other services in any countries where such activity is or may be illegal.

#### Liabilities

The website does not warrant the constant availability and functionality of services and may not be held liable by the Client for any damages, losses, costs, loss of profits or any other disadvantage a Client may incur in connection with any disconnection from or the non-availability of any of the services offered by the website.

The Website cannot be held liable in any case for any damage or loss caused directly or indirectly by the Website and the tips provided by the website owner in view of the fact that our Client be obliged to confirm the pledge before stake at his or her own peril , its contents or content provided by a admin.

The Company is not liable for any failures caused by the electronic equipment used by the Client while accessing the Website or for faults due to the internet service provider used by the Client while accessing the Website.

The Company assumes no liability for correctness, completeness or up-to-dateness of the information services provided on its Website

## **Opening and Managing your Account**

Each Client who wants to have access to the services offered by the webite must firstly open and register an account with the Website. By opening an account and paying subscribe fee for his or her selecting package, the Client warrants that they have reached the minimum legal age for participation. In addition, by opening an account with the website and by paying subscription fee, the Client confirms that they retain the legal capacity to enter into an agreement with the admin. If one of these conditions is not respected the Client's account will be closed.

The beneficial owner of the linked mobile money account and the betpawa account must be the same person.

All payouts via bank transfers can only be made to the person, who owns the account that requested the bank transfer. So, the name and the phone number in the account must match with the bank account holder details, where the transfer was requested.

It is prohibited for Clients to buy, sell or transfer betting accounts to other Clients or other third parties.

When a new account is opened the Client is responsible for the accuracy of the information provided. The admin reserves the right to close the account when the information provided is deemed to be false or inaccurate.

Every account is linked with an individual SIM card (phone number) and all account transactions are unique to that SIM. Funds cannot be transferred from one account / SIM to another.

The admin retains the right to close the betting account(s) of any Client who has opened multiple betting accounts under their name, or under different names, if it has reasonable grounds to believe that those multiple betting accounts (even if under different names) have been opened with the intention of deceiving the website by masking the totality of the betting activity of any individual or syndicate or to defeat the bet limits set by the website. The admin also reserves the right to cancel any transactions related to such deceit.

After opening an account, the Client must keep their account access details secret as all transactions where access details have been entered correctly will be regarded as valid. The website owner shall not be liable for any claims in the event that the Client gives away, tells, shares, fails to protect or loses their access details.

The Client is entitled to apply for the closure or suspension of their account whenever they wish by making a request to Customer Services by email or telephone. The closure of the account will correspond to the termination of the Terms. In case the reason behind the closure of the account is related to concerns about gambling addiction, the Client shall indicate this.

In accordance with the website's legal obligations, all personal details saved in our system will only be deleted at a Client's express request after the expiration of seven (1) years.

## **Privacy**

We will use commercially reasonable steps to ensure that your personal data is kept secure and protected at all times. Certain trusted third parties provide services essential to the admin's ability to offer products and services to you, for example, those that supply the software and games for the Website, payment services, identity verification, fraud prevention, risk management, performance optimization, and marketing. In order to be able to offer services to you, we will be required to share your information with these companies, some of which may be based outside of your country of residence. In these instances, we ensure that the third party has appropriate security and privacy arrangements in place so that your data is protected.

We may also be required to disclose your information to government authorities, such as the police or our regulators, to comply with our legal obligations. Personal information may also be shared with regulators, agencies, or relevant sports bodies where there are suspicions of involvement breach of sports regulations. We will also disclose information as required to enforce our terms of use as stated in these Terms.

#### **Collection and Usage of Information**

The information and data about you which we may collect, use and process includes the following:

- · information that you provide to us by filling in forms on the Website or any other information you submit to us via the Website or email;
- · records of correspondence, whether via the Website, email, telephone or other means;
- $\cdot$  your responses to surveys or customer research that we carry out;
- · details of the transactions you carry out with us; and
- · details of your visits to the Website including, but not limited to, traffic data, location data, weblogs and other communication data.

We may use your personal information and data together with other information for the purposes of:

- · Creating your account and providing you with services
- · Ensuring the Website functions correctly and identifying any technical issues
- · Ensuring you gamble responsibly
- · Identifying and verifying customers
- · Legal and regulatory obligations
- Marketing
- · Prevention of crime

- · Processing your online financial and wagering transactions
- · Profiling and recording your preferences
- · Risk management

## **Severability**

If any provision of the Terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Terms which shall remain in full force and effect. In such instances, the part declared invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, the website's original intent.

#### **Termination**

The admin may terminate your account (including your username and password) if we believe that you have breached any of these Terms or any other applicable rules or have acted in a manner inconsistent with the spirit of any of them.

You acknowledge that the admin does not have to give you prior notice of any such termination.

An account temporarily suspended at your request may be reopened and will be subject to the Terms in force at the date of the re-opening.

The website retains the right to exclude Clients from its services. In this case it will not refund the residual credit balance paid. If the account has been closed due to an infringement pursuant to the Terms or to a prohibited behaviour leading to collusion, fraud or whatsoever criminal activity. The same procedure will be applied to open bets that result in winnings.

Dormant accounts

Should your account become dormant (defined as a period of 12 (twelve) months of inactivity) the Company reserves the right to charge a monthly administration fee.

#### **Underage Betting**

By registering on the website: <a href="https://www.megabet.co.tz">www.megabet.co.tz</a>

and buying a Ticket, the Client confirms that they have reached the age of 18 years old. The admin reserves the right to verify any Client's age and to exclude Clients from its services if there are doubts regarding the attainment of the minimum age.

Any Client using the Website and related services who is identified as underage shall have all winnings forfeited and their betting account disabled.

# **Verification of Identity**

A client herein should be confirm his or her identity by providing the necessary information in respect to the website requirement.