

GENERAL TERMS AND CONDITIONS

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1. GENERAL / INTRODUCTION

1.1 Bimbabet Limited holds a Class 3 license with the license number MGA/CL3/1352/2017, issued on 07/09/2017, by the Malta Gaming Authority (www.mga.org.mt), Building SCM 02-03, Level 4, SmartCity Malta, Ricasoli SCM1001, Malta.

1.2 bimbabet.com is a trademark owned by Bimbabet Limited, a limited liability company registered in Malta and subject to Maltese law, registration number C 80337 with the registered address: Vincenti Buildings, 28/19 (Suite No. 1959) Strait Street, Valletta VLT 1432, Malta.

bimbabet is an internet platform for professional betting on football matches. Members can participate in public betting [Small Table](#) and [Big Table](#) or even create a [Private Table](#) betting table and wager there separately.

Private Table (created by the player)

- Such a table is created when the user activates a "Table reservation" in a closed Company.
- Can only be played here if the user knows the Table code

PublicTables (created by BIMBABET)

- Everyone can "take a seat" here
- The Tables are divided into two sizes:
Small Table = 25 players / Big Table = 55 players
- There are different types of table
Bets available

- 1.3. These General Terms and Conditions govern the use of the games on the bimbabet.com website. In the following Terms, bimbabet.com is used with the abbreviation "BIMBABET". The Malta Gaming Authority is abbreviated as "MGA". A betting table means the game table where a bet is placed. The player name means the username.
- 1.4. These General Terms and Conditions constitute a binding Agreement between you and BIMBABET and will enter into force as soon as you accept the terms by selecting/ticking the "I ACCEPT" box when registering. By accepting this, you confirm to BIMBABET that you have read and accepted these General Terms and Conditions. By using the software, you confirm that you agree to these Terms and Conditions.
- 1.5. BIMBABET reserves the right to change these Terms and Conditions at any time, this is the GTC version 1.1, updated on 1st of October, 2017 and remains valid until a new version becomes valid/replaces it. We will notify you prior to any changes and your reacceptance is required for the new Agreement to become effective. If you do not agree to the updated Terms and Conditions, you must stop using the software.

2. REGISTRATION / COMPETITION

- 2.1. Anyone wishing to use the services of BIMBABET must open a BIMBABET account. When registering, each player must correctly identify their personal address, email or personal telephone number. After the account is opened, the player can deposit and use the deposited amount for football betting.
- 2.2. Only natural persons can open a BIMBABET account, legal entities may not open a BIMBABET account.
- 2.3. At the time of registration, and at any time thereafter, BIMBABET may, in accordance with the applicable laws and regulations, require the player to provide certain documents to prove his identity.
BIMBABET reserves the right to use all financial means (incl. winnings) until the requested documents have been submitted. The following documents may be required:
 - a) A copy of the valid identity card (passport or ID card) issued by the competent authority of a recognised state/country. During a player's identity check, a utility bill may also be required, e.g., gas, water, electricity or telephone/internet connection.
 - b) A copy of each credit card (front and back) used to pay for the betting account and a copy of the credit card bill.
 - c) A copy of bank certificates, account statements
- 2.4. After the player has opened his own BIMBABET account, his deposits can be credited to this account. If the balance on the BIMBABET account of the player is sufficient to bet the bet at the table, he can participate in the bets. Winnings from wagering bets are directly credited to the BIMBABET account. The winnings can be used to place further bets. BIMBABET reserves the right to refuse betting or participation in a table without giving reasons or to limit bets without giving reasons.
- 2.5. After opening a BIMBABET account, the player can access the functions provided by BIMBABET for responsible play. The deposit and usage limit (loss limit) can be set on a daily, weekly or monthly basis. A temporary or unlimited self-exclusion can be selected by the player himself under the function "Settings> Timeout" or it is to be applied for by email with customer service (support@bimbabet.com).
- 2.6. All information registered by the player at BIMBABET must be accurate and complete. The player undertakes to notify BIMBABET immediately if the information provided by the player to BIMBABET becomes untrue or incomplete. BIMBABET reserves the right to cancel bets and winnings, to block betting, to exclude the player from the games, and to retain payments to the player if the respective information proves to be untrue or incomplete. The player is held responsible for all damages and costs resulting from wrong or misleading information. If intentional false or misleading information is provided, all transactions on the BIMBABET account are invalidated.

- 2.7 BIMBABET acts on the assumption that any person who logs into the system with the correct combination of the game name and the password is actually the legal account holder. In particular, it is prohibited to carry out transactions on accounts of others, on the BIMBABET accounts of third parties, through the formation of players' associations or in consultation with third parties via a front man. BIMBABET reserves the right to close BIMBABET accounts, reverse transactions and withhold the payment of financial resources when the player has made his account available to third parties and/or carried out transactions on behalf of or in the name of third parties, in conjunction with third parties, in groups/communities of players by means of a front man, using invalid software tools, or by violating other provisions of the GTC or the applicable rules. BIMBABET also reserves the right to close BIMBABET accounts of players at any time without giving reasons.
- 2.8 Each player may only open one account. The player must use an email address to which he has access. If a player opens another BIMBABET account in his name or on behalf of a third person or on behalf of a group of persons after his own account has been closed or restricted for a certain reason, BIMBABET reserves the right to not only close these accounts but also to cancel any transactions (bets, wagering bets), to exclude the player from participating in further games, and to reclaim credited funds. BIMBABET also reserves the right to cancel transactions, to exclude the player from the placing of further bets, and/or, in particular, to block the BIMBABET account of the player if there is reason to suspect a manipulation of an event or placed bet.
- 2.9 The player is prohibited from selling, transferring and/or purchasing for or from other players.
- 2.10 In addition, BIMBABET prohibits the payment of financial funds from criminal activities, the payment of funds with a credit card for non-permissible use, the knowing receipt of financial means from such a card, in whatever form, along with prohibited cooperation with third parties for these purposes, as well as the use of a third-party BIMBABET account for criminal activities or illegal purposes
- 2.11 BIMBABET informs all players that BIMBABET is not in a position to provide tax or legal advice. Unless otherwise provided in these Terms and Conditions and the rules for products as amended, BIMBABET may not be held liable by players for any loss, damage, expense, or other disadvantage associated with the services offered by BIMBABET, and shall be indemnified against them.
- 2.12 In the case of inactive accounts, which are customer accounts for which neither a login nor a logout has been registered for twelve (12) consecutive months, BIMBABET reserves the right to charge an administrative fee of EUR 5.per month.
- 2.13 All registered players will be informed no later than 14 days before the first withdrawal. An inactive account holder can reactivate it immediately by logging in or logging off, or withdrawing the account balance within 30 days without a deduction of the administrative fee. Players who reactivate their account will not be able to recover the already deducted administrative fee
- 2.14 BIMBABET reserves the right to increase administrative fees in accordance with the provisions of the MGA. If BIMBABET has not registered a transaction for the player's BIMBABET account for at least thirty months, BIMBABET is entitled to transfer the player's balance or, if the player cannot be found, or if the required payment data is not available, to transfer the account balance according to provisions of the MGA and to close the BIMBABET account. BIMBABET is also entitled to close accounts that are undesirable for other reasons. If the player wants to close his BIMBABET account, an appropriate request must be sent by email to support@bimbabet.com. The dissolution of the Agreement does not affect the acquired rights or obligations of the existing parties at the time of termination.

3. YOUR OBLIGATIONS AS A CUSTOMER

- 3.1 If you are over 18 years of age or such higher minimum legal age of majority as stipulated in the laws of jurisdiction applicable to you and under the laws applicable to you, you are allowed to participate in the games offered on the site.
- 3.2 It is entirely and solely your responsibility to enquire and ensure that you do not breach laws

applicable to you by participating in the games;

- 3.3 You are not resident in Afghanistan, Algeria, Angola, Bahrain, Belgium, China, Cuba, Denmark, Eritrea, Ethiopia, France, Hong Kong, Indonesia, Jordan, Iran, Iraq, Italy, Kuwait, Libya, Malaysia, Mauritania, Mauritius, Morocco, Norfolk Island, N. Korea, Oman, Pakistan, Qatar, Rwanda, Saudi Arabia, Sudan, Somalia, South Sudan, Spain, Syria, Tunisia UAE, Yemen, United Kingdom, United States and its dependencies, military bases and territories including but not limited to American Samoa, the Marshall Islands, the Mariana Islands, Puerto Rico and the US Virgin Islands;
- 3.4 You are solely responsible for reporting and accounting for any taxes applicable to you under relevant laws for any winnings that you receive from BIMBABET;
- 3.5 You participate in the games for entertainment purposes and exclusively in a private and not in a professional capacity.
- 3.6 You participate in the games on your own behalf and not on behalf of any other person;

4. ANTI MONEY LAUNDERING MESSAGE

- 4.1 In order to perform any transaction, Bimbabet.com may undertake any such verification checks as may be required by the company or by third parties (including, but not limited to, regulatory bodies) to confirm the legal ownership and the origin of the money implicated, the identity of the player and the compliance with existing anti money laundering regulations.
- 4.2 BIMBABET will report any suspicious transaction to the relevant competent authorities in Malta.
- 4.3 BIMBABET reserves the right to block, close or suspend a user account and withhold funds if requested to do so in accordance with the Prevention of Money Laundering Act.
- 4.4 BIMBABET reserves the right to block or close a player account at any time and to cancel or annul any transactions at its sole discretion if the listed conditions apply:
 - a) BIMBABET discovers transactions involving irregularities affecting the processing of payment transactions and/or which could lead to the suspicion of a breach of the Terms and Conditions (e.g., the name and address of the player do not match the name and address associated with the credit card or any other payment method used by the player).
 - b) BIMBABET believes that the player has used products and services offered on www.bimbabet.com unfairly or has intentionally defrauded or unfairly exploited BIMBABET or other players.
 - c) BIMBABET believes that the player has used products and services www.bimbabet.com, fraudulently and/or for illegal and/or unlawful or improper use.
 - d) BIMBABET has been prompted by the police, other supervisory authorities or by court order, and/or BIMBABET assumes that the events referred to in point "a" and "b" have occurred or are likely to take place.
 - e) BIMBABET believes that the player has violated a different provision contained in these GTC, contained in the rules and special rules as amended. All decisions taken by BIMBABET regarding the suspension of transactions and the suspension and closure of the BIMBABET accounts are binding on the player, are subject to the sole discretion of BIMBABET, do not require any legal action against the player and cannot be disputed by the player. Under the above circumstances, BIMBABET is also entitled to withhold and/or retain any amounts that would otherwise have been paid or were to be paid to the player.

5. PAYMENTS / PAYMENT METHODS

- 5.1 Bimbabet only uses the "EURO" currency. All transactions such as payment, withdrawal, wagering and table fees for a "Private Table" are therefore made in EURO.
- 5.2 Please absolutely keep in mind that in order to play and use our services, players may only transfer money to a Bimbabet account in accordance with current regulations against money laundering. Players may only debit winnings, and not the funds deposited in the Bimbabet account. The amounts of players who deposit and withdraw money without gambling will be suspended until further notice, subject to a processing fee of up to 10%. Bimbabet is not a financial institution and does not grant interest on credit balances. Moreover, Bimbabet reserves the right to restrict payment options in certain countries and/or for certain customers at its sole discretion.
- 5.3 There is a minimum amount of EUR 10 for deposits to the Bimbabet account.
- 5.4 All currently available deposit options on the Bimbabet account are listed in the footer and on the deposit page. We would like to point out that all expenses (transaction fee and processing fee) are covered by the customer.

6. WINNINGS AND PAYOUTS

- 6.1 The player may request a withdrawal of his winnings at any time from his Bimbabet account
- 6.2 Bimbabet carries out an identity check in cases of disbursement that are more than € 2,300 in individual cases or cumulatively. If necessary, the identity check can also be requested for lower amounts.
- 6.3 As a rule, all funds paid to the Bimbabet account will be paid using the same method as the cash deposit. Bimbabet has the exclusive and unrestricted right to determine that withdrawals can only be carried out by means of a bank transfer in order to verify the identity of the player.
- 6.4 As already explained in point 5.2, Bimbabet reserves the right to charge a processing fee for money deposits that were not or only partially used for betting/games, if the player wishes the disbursement of these funds. The processing fee may be up to 10% of the credited amount.
- 6.5 Funds or credits on a Bimbabet account cannot be transferred to another player's Bimbabet account.
- 6.6 A minimum deposit of EUR 30 applies to withdrawals from the customer account. This is the case, unless it is a disbursement due to an account closing.
- 6.7 A processing fee is required for disbursements.

<u>Payment type</u>	<u>Processing fee</u>
Bank transfer	4 Euro

- 6.8 Bimbabet does not have a winnings limit.
- 6.9 Bimbabet strives to process payment orders quickly. However, it may happen that the payout takes up to 14 days after the identity check.

7. EXCEPTIONAL CIRCUMSTANCES AND ABORTED GAMES

- 7.1 Bimbabet reserves the right to cancel, and/or declare a bet void partially or in full if the company, at its own discretion, would deem it obvious that any of the following circumstances have occurred:

- You or the persons connected with you influence the outcome of an event directly or indirectly
- You and or people associated with you are directly or indirectly avoiding the rules of the company
- The result of an event has been directly or indirectly affected by criminal activity;
- Bets were placed which would not have been accepted otherwise, but they were still accepted at times when the software was affected by technical problems.

7.2 BIMBABET reserves the right to remove any game from the site at any time. Any event or game that indicates incorrect behaviour affecting payout, game data or other balances, that may be due to misconfiguration or a bug, will be cancelled and removed from the site. The player(s) balances and account details may be altered in such cases in order to correct any mistake.

7.3 Refunds may be given in case of exceptional circumstances. In such cases, they be given solely at the discretion of the management.

7.4 BIMBABET reserves the right to limit/refuse bets at its own discretion.

7.5 BIMBABET reserves the right to exercise its right to stop events or games at its own discretion.

7.6 If a football match does not take place for any reason, the match is regarded as non-existent for all betting tables where the match is listed, which means it will not be included in the calculation of points.

8. RESPONSIBLE GAMING

8.1 BIMBABET supports responsible gaming. You can learn more about responsible gaming, prevention of gambling addiction and can be guided to professional help on the website under "Responsible Gaming" and other relevant pages on the site.

8.2 Our software is designed for amusement purposes. If you feel that you currently have or may have a problem with habitual or compulsive gaming, we advise you to avoid gambling on all the company's sites, any other gaming ventures, and to seek professional help. If you have been diagnosed with any form of compulsive gambling disorder, BIMBABET strongly advises you not to engage in any gambling activities and to avoid the software regulated by these Terms and Conditions.

8.3 When you set up your user account, you can set limits yourself:

- Limit wagers in a period of time
- Limit losses in a period of time

Should you exceed the limits in place, you will be prevented from placing further bets or deposits into your account. Should you reach any of your set limits, you will be blocked by the system.

9. BETTING RULES

9.1 Point and DF (DF = difficulty factor)

9.1.1 When placing the ranking, there are two key figures: "Point" and "DF"

9.1.1 A correct selection/game prediction = 1 point

9.1.2 The DF is based on the predictions made by all players, the more difficult a correct prediction was, the higher the DF.

9.1.3 The table for the game Table is determined based on two indicators, with the score rated at the beginning. In the event of a tie, the DF factor will decide. (The DF factor is similar to the goal difference in football)

9.1.4 In the game prognosis, the result of the regular play time (90 minutes) is decisive. Whereby the stoppage time (this does not mean extra time) at the regular play time still counts.

9.1.5 In the game prognosis, the following applies:

1 for a home win	X for a draw	2 for an away win
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9.2 Participation at the playing tables

9.2.1 Betting twice at the same table is not possible. If you want to play again in the same room but have already played at the current table, you will be automatically placed at another table - this may mean that you will also be placed at a newly opened table.

9.2.2 If the player is sitting alone at a table, the stake will be cancelled and refunded.

9.3 Distribution of winnings/profits

9.3.1 Winnings are calculated based on the so-called pot.

9.3.2 Pot = number of players at the table multiplied by the stake minus BIMBABET commission of 10%

9.3.3 Depending on the number of players at the table, there is a winnings distribution up to fourth place.

	<u>2-10 players</u>	<u>11-25 players</u>	<u>25 and more players</u>
1st place	90%	55%	55%
2nd place	–	25%	20%
3rd place	–	10%	10%
4th place	–	–	5%

9.3.4 If two or more players share a place, this prize category will be distributed equally.

9.3.5 If a software error occurs that results in a pot being credited to the wrong player, BIMBABET has the right to adjust the account balance of the player to correct all errors. BIMBABET informs all concerned players and provides them with a bet-verification within 48 hours on which each bet of the individual player can be seen.

9.4 Additional conditions for participation at the playing tables

9.4.1 If the user himself is playing in a match as a sportsperson, they are forbidden to bet at a gaming table at which the match is listed.

9.4.2 BIMBABET's records are solely decisive for all bets. Correction of the account statement is only possible when required to rectify an obvious error or an obvious text and/or calculation error.

9.4.3 It is not possible to reverse a bet that has already been placed.

9.4.4 A bet is considered complete if the participation was confirmed with "OK".

9.5 Placing bets

9.5.1 All bets placed on BIMBABET will take place between the players taking part at the playing tables. BIMBABET does not take part in the bet, and is neither player nor participant. Any bet is considered valid as soon as the player confirms his bet on the site and as soon as the confirmed stake is accepted by BIMBABET. Once the bet is confirmed, the player cannot cancel it or change it.

- 9.5.2 BIMBABET reserves the right to refuse bet acceptance without giving notice, justification or compensation. We reserve the right to refuse to accept any bet without notification, justification or compensation and shall in no way be held liable for typing, transmission, display, publishing, betting information or other errors. If any bets are accepted in error, all such bets will be made void.

10. INTELLECTUAL PROPERTY

- 10.1 The player acknowledges that the software and all materials provided to the player visually or audibly by BIMBABET are wholly owned by BIMBABET or their licensors and that the player has no rights or claims to the above intellectual property.
- 10.2 BIMBABET and related companies own the rights to the software, user interfaces and graphic features available to you. These are protected by copyright laws and you may only use the sites for your personal use in accordance with Terms and Conditions stipulated by the company and applicable laws.
- 10.3 Other products and service names displayed or referred to at any of the sites may be trademarks and service marks of their respective companies and exclusive property of such respective owners. Trademark and service marks may not be used publicly without the written consent of the owners or/and holders.
- 10.4 The materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way except for private or personal use without the prior written consent of the company.

11. PRIVACY POLICY

- 11.1 You hereby acknowledge and accept that it is necessary for BIMBABET to collect and otherwise use your personal data in order to allow you access and use of the site and participation in the games.
- 11.2 BIMBABET hereby acknowledges that in collecting your personal details as stated in the previous provision, we are bound by the Data Protection Act, Chapter 440 of the Laws of Malta. The company will protect your personal information and respect your privacy in accordance with best business practices and applicable laws. Furthermore, BIMBABET has the obligation to forward information to the relevant authorities.
- 11.3 BIMBABET will only use your personal data to allow you to participate in the games and to carry out operations relevant to your participation in the games. We may also inform you of changes, new services and promotions we think that you may find interesting. If you do not wish to receive direct marketing data you may opt out of such service by contacting our customer support or adjust your settings.
- 11.4 Your personal data will not be disclosed to third parties, unless such disclosure is necessary for processing of your requests in relation to your participation in the games or it is required by law. In cases where BIMBABET's suppliers or business partners are responsible for parts of the overall function of the software, your personal data may be disclosed to them.
- 11.5 BIMBABET employees and partners responsible for your service and assistance have access to your personal data for the purpose of performing their duties. You hereby consent to such disclosures. BIMBABET is obliged to provide information to regulatory authorities upon request for such information from these authorities.
- 11.7 In order to provide you with an efficient service, BIMBABET shares your data with service providers who may be situated in various parts of the world, but only for the purposes specified.

- 11.8 In order to make your visit to the site more user-friendly, to keep track of visits to the site and to improve the service, BIMBABET collects a small piece of information sent from your browser, called a cookie. You can, if you wish, turn off the collection of cookies (please refer to your browser instructions as to how to do this). You must note, however, that turning off cookies may restrict your use of the website.
- 11.9 Notwithstanding the above, BIMBABET may publish details about specific winnings of individual players on the sites and, from time to time on other websites. Such publications will include the username of the relevant player and the amount won, and you hereby agree and approve of such publications on the sites.

12. COMPLAINTS

- 12.1 If you have a complaint you may contact our customer service on support@bimbabet.com, address: Vincenti Buildings, 28/19 (Suite No. 1959) Strait Street, Valletta VLT 1432, Malta.
- 12.2 BIMBABET will use best efforts to resolve a reported matter promptly. If You disagree with the final decision of the company with respect to your claim and/or dispute and would like to contest it, then (a) inasmuch as it relates to any acts of the company under its Maltese online gambling licence, you may present your claim and/or dispute following the receipt of the company's final decision to the Malta Gaming Authority at support.mga@mga.org.mt .

Address:

Malta Gaming Authority
Building SCM 02-03, Level 4, SmartCity Malta, Ricasoli SCM1001, Malta
Telephone Number: +356 2546 9000
Email: support.mga@mga.org.mt

13. LIMITATION OF LIABILITY

- 13.1 BIMBABET is not liable for content posted by players. Each player undertakes that any content he composes is legal. BIMBABET reserves the right to delete any content that violates the GTC or legal provisions, as well as to hand over all evidence to the enforcement authorities for judicial order, request for information from authorities or in case of other legal obligations.
- 13.2 BIMBABET accepts no liability for input, transmission and/or evaluation errors. The respective operators are entitled to correct all obvious errors, such as errors in the evaluation of results, and to declare the bets concerned invalid. We accept no liability whatsoever for the complete or partial maintenance of the uninterrupted functionality of the website or of the website games, for programming errors and/or the correction of errors.
- 13.3 BIMBABET assumes no liability whatsoever for the website and connected servers to be free from viruses and other harmful components that may be harmful to the player's computer hardware and/or software. BIMBABET assumes no liability whatsoever for the functionality or malfunction of internet browsers. If the player does not use the Microsoft Edge Chrome version 46 or higher or Safari Version 6 or later, no guarantee can be given for the correct transmission or functionality of the BIMBABET website.
- 13.4 BIMBABET assumes no liability whatsoever for damages resulting from the wrong, delayed, manipulated or abusive transfer of data via the internet. BIMBABET shall take all technically and financially possible measures to protect the player's stored information; however, the respective operator assumes no liability whatsoever if third parties gain control over this information or process it, even though the above-mentioned measures have been taken. It is agreed by general consent of the contracting parties that no claims for damages against BIMBABET can be asserted in this context.
- 13.5 Notwithstanding our obligation to protect the personal data of the player, BIMBABET reserves the right to publish game data (e.g., results achieved), the player name, or initials of the first and last name, as well as the country of residence of BIMBABET users, provided that the user cannot be directly or indirectly identified.

- 13.6 BIMBABET accepts no liability for the misuse of the betting by the use of the player's name and password by a third party. BIMBABET also does not assume any liability for any losses incurred by the player through the use of the third party contest. BIMBABET shall be held harmless and shall not reimburse losses. We explicitly point out that the user name and password are to be kept secret and confidential by the player since all transactions are made by the account for which the username and password are to be entered on the account of the player.

14. SEVERABILITY

- 14.1 If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision shall be severed from these Terms and Conditions and all other provisions shall remain in force unaffected by such severance.

15. ASSIGNMENT CLAUSE

- 15.1 BIMBABET reserves the right to assign or otherwise lawfully transfer this Agreement. You may not assign or otherwise transfer this Agreement.

16. APPLICABLE LAW AND JURISDICTION

- 16.1 These Terms and Conditions are governed by the Laws of Malta and the parties submit to the jurisdiction of the Maltese courts.