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Updated Terms & Conditions (T&C) Compliance with CGA Requirements

Operator: NGX N.V./ betcapital.com

Introduction

These Terms and Conditions ("Terms") establish a binding legal agreement between you, the customer ("Customer"), and NGX N.V., a limited liability company registered in Curaçao with a registered address at Zuikertuintjeweg Z/N (Zuikertuin Tower) and company registration number 142919. Licensed and regulated by the Curaçao Gaming Authority (CGA) under the National Ordinance on Games of Chance (LOK) and License OGL/2024/238/0325, we provide sports betting and casino services through our website betcapital.com and related services (collectively, the "Service"). By accessing any section of the Website, opening an account, or using the Service—including via mobile or tablet devices—you agree to be bound by these Terms, which encompass the Website Terms and Conditions, game-specific rules, General Promotional Terms, promotion-specific terms, Privacy Policy, Cookie Policy, and any other applicable rules displayed on the Website (collectively, the "Terms of Use"). Your continued use of the Service signifies acceptance of these Terms, superseding any prior agreements, and acknowledges the inherent risk of financial loss in gambling, for which you assume full responsibility. Please read these Terms carefully, and if anything is unclear, contact our Customer Service Department at info@betcapital.com.

General Provisions

- **Acceptance:** Using the Service or opening an account constitutes agreement to the Terms of Use.
- **Supersession:** These Terms replace all previous agreements and apply to all betting and gaming activities.
- **Amendments:**
 - We may modify the Terms due to regulatory updates, customer service improvements, or operational needs.
 - Material changes will be notified via email or Website notifications, requiring reconfirmation; non-substantial changes may occur without prior notice.
 - Continued use post-amendment indicates acceptance; unsettled bets prior to changes follow pre-existing Terms.
- **Conflict Resolution:** In case of conflict, the Terms of Use listed in the Introduction prevail.

- **Language:** The English version of these Terms is authoritative in case of discrepancies with other language versions.
- **Governing Law:** The laws of Curaçao govern these Terms and the Service.

Parties and Licensing

- **Operator:** NGX N.V., licensed by the CGA for sports betting and casino services.
- **Regulatory Compliance:** Operates under CGA oversight and LOK regulations.

Customer Obligations

- **Eligibility:**
 - Must be 18 or older (or the legal gambling age in your jurisdiction).
 - Must be legally capable of entering binding contracts.
 - Must use the Service lawfully in your jurisdiction.
- **Account Use:**
 - Act solely for personal, non-commercial purposes, not on behalf of others.
 - Use only funds you are authorized to deposit (e.g., as the legitimate owner of payment methods).
 - Maintain one account only; multiple accounts may lead to closure and forfeiture of winnings.
- **Prohibited Actions:**
 - No fraudulent, illegal, or manipulative activities (e.g., reversing payments, using bots, exploiting glitches).
 - No use of information obtained illegally or in bad faith.
 - No conflict of interest or unpaid betting liabilities.
- **Responsibility:**
 - Fully liable for financial losses from betting.
 - Must act in good faith toward the Service and other users.

Registration and Account Security

- **Registration Process:**
 - Complete the registration form with accurate, up-to-date personal information (name, surname, address, email).

- Pass verification checks, providing valid ID (e.g., passport, driver's license, national ID) and proof of residence (e.g., utility bill).
- Confirm acceptance of these Terms and answer eligibility questions (e.g., age, sole account, no self-exclusion).
- Receive and confirm a registration email with a numbered, date-stamped T&C copy before depositing funds.
- **Account Rules:**
 - One account per customer; duplicates by you or related parties are prohibited and subject to closure.
 - Employees, licensees, and affiliates of NGX N.V. cannot participate.
 - Choose a secure password (minimum 8 characters, including a letter, number, and special character); keep it confidential.
 - Log out after each session; notify us immediately at support@betcapital.com if account security is compromised.
- **Verification:**
 - We may use third-party providers to confirm identity and financial worthiness.
 - Accounts with false/incomplete information may be suspended, with legal action possible.
- **Currency:** Select account currency at registration; deposits, withdrawals, and bets occur in this currency, with conversion fees if applicable.

Verification Checks

- **Scope:** Conducted anytime to verify identity, address, age, payment methods, and source of funds/wealth per AML regulations.
- **Underage Gambling:**
 - Accounts of users under 18 (or local legal age) will be closed; deposits returned, winnings forfeited.
- **Documentation:** Additional AML-related documents may be requested; failure to provide them may suspend account options.

Use of the Website

- **Access:** Provided "as is"; we may modify or suspend services without liability.
- **Prohibited Use:**

- No introduction of harmful software, unauthorized access attempts, or data scraping.
- No promotion of unsolicited ads, affiliate links, or activities disrupting other users or Service integrity.

Restricted Territories

- **Prohibited Jurisdictions:** Gambling is banned for residents of:
 - United States and its territories
 - France and its territories
 - Netherlands (including Curaçao and other territories)
 - United Kingdom
 - Australia
 - Spain
 - Singapore
 - Iran, North Korea, Albania, Barbados, Botswana, Cambodia, Jamaica, Haiti, Mauritius, Myanmar, Nicaragua, Pakistan, Panama, South Sudan, Syria, Yemen, Zimbabwe
- **Responsibility:** You must ensure local law compliance; accounts from restricted areas void winnings, with funds returned (subject to fees).

Deposits and Withdrawals

- **Deposits:**
 - Use only payment methods in your name; we may limit methods per CGA/AML rules.
 - Made in account currency; conversion fees apply if deposited in another currency.
 - Subject to daily/weekly/monthly limits, adjustable with a 7-day cooling-off period for increases.
 - Must be rolled over (risked) three times, or a 3% processing fee applies (plus withdrawal fees).
- **Withdrawals:**
 - Processed to the original deposit method; alternatives require ownership verification.

- Minimum amount: [insert amount]; subject to AML/responsible gaming checks.
- Processed within 1-3 business days; large withdrawals may require extra verification.
- Bonus winnings require meeting wagering requirements; non-compliance may forfeit funds.
- **Errors:** Report mistakenly credited funds immediately; we may recover overpayments or demand repayment for overdrafts.
- **Suspension:** Withdrawals may be halted if suspicious activity is flagged, pending review.

Inactive/Dormant Accounts

- **Definition:** Inactive after 12 months with no login/transaction activity.
- **Fees:** A monthly fee may be applied if the balance is positive, until zero or closure.
- **Notice:** 30 days' prior notification before fees begin.
- **Reactivation:** Log in and complete a transaction (e.g., deposit, bet) to reactivate.
- **Withdrawal:** Balances in dormant accounts can be withdrawn per Section 9 policies.

Account Closure

- **By Player:** Request closure via Customer Support at support@betcapital.com; remaining funds (excluding bonuses) refunded.
- **By Operator:** We may close accounts for breaches, regulatory issues, or suspected fraud, with funds/winnings potentially confiscated.
- **Self-Exclusion:** Accounts under responsible gaming self-exclusion remain closed until the period ends.

Payment Rules

- **Processing:** Via verified methods; third-party processors may apply additional terms.
- **Chargebacks:** Initiating chargebacks may suspend/close accounts; abusers may be banned and owe a €60 fee per incident.
- **AML Checks:** Transactions may be monitored for money laundering/terrorism financing, with suspicious cases reported.

Collusion, Cheating, Fraud, and Criminal Activity

- **Prohibited Practices:**
 - Collusion with other players, use of bots, exploiting bugs/glitches, fraudulent transactions.
- **Consequences:**
 - Suspension/closure of accounts, forfeiture of funds/winnings, and reporting to authorities.
 - Additional verification may be required before withdrawals.

Intellectual Property

- **Ownership:** NGX N.V. owns the Service, trademarks, odds, and systems.
- **Restrictions:** No unauthorized use of URLs, marks, or odds; no copying/monitoring of content.

Liability and Errors

- **Liability Limits:**
 - Not liable for foreseeable losses unless breaching legal duties (e.g., negligence causing injury).
 - Maximum liability: lesser of bet value or €500.
- **Errors:** Bets voided due to system malfunctions, human errors, or incorrect odds; funds adjustable to correct mistakes.
- **Force Majeure:** No liability for delays/failures beyond our control (e.g., acts of God, power cuts).

Complaints and Disputes

- **Contact:** Email concerns to support@betcapital.com from your Registered Email Address.
- **Process:**
 - Disputes within 3 days of wager settlement; resolved within 28 days if possible.
 - Escalated to management if unresolved; CGA or Curaçao authorities may be contacted.
- **No Liability:** We bear no responsibility for complaint outcomes.

Miscellaneous

- **Assignment:** You cannot assign these Terms; we may assign rights to third parties.
- **Severability:** Invalid provisions modified to align with intent; remaining Terms unaffected.
- **Notices:** Sent to/from Registered Email Address in English.
- **Termination:** Terms apply until Service use ends; survive account closure.

CGA Compliance Adjustments (2025)

- **T&C Accessibility:** Available on the Homepage in downloadable PDF format with date/version.
- **Responsible Gaming:** Enhanced self-exclusion and limit-setting options with cooling-off periods.
- **AML:** Strengthened verification and source-of-funds checks per CGA regulations.