

Terms and Conditions

Version September 23, 2022

INTRODUCTION

These are the Terms and conditions (the "Terms") which are a binding legal agreement between the Company and the Client. The documents referred and linked to in the Company's website as defined below shall regulate the relevant services provided by the Company and shall form an inalienable part of the Terms accordingly. These Terms can be amended at any time.

Definitions:

The Company - Advanced Sports Entertainment NV, the company acting under the gambling license of B2C-6C3VSN5B-1668JAZ issued by Curacao eGaming for the provision of casino games ("Company's services", "Services" as the case may be).

The Website - the website operated under the URL "www.texsportbet.com" (the "Website") and its related or connected Websites and aliases (that is, the mobile versions of the Website etc.)

The Website operator – Tech Sports Operations Limited, a Gibraltar company as mentioned in the relevant page of the Website.

The Client – a person of or over the age of majority as stipulated in the laws of the jurisdiction applicable to the Client, who is legally able to enter into a binding legal agreement with the Company and is located in the country where it is lawful to use the services provided by the Company. The Company makes no representation as to the legality of its online services in other jurisdictions.

1. REGISTRATION

The Client agrees at all times when using the Service:

- 1) In order to protect the integrity of the Service and for other operational reasons the right to refuse to accept a registration application from any applicant at our sole discretion and without any obligation to communicate a specific reason is reserved by the Company.
- 2) Verification. Before using the Service, a registration form must be completed and these Terms read and accepted.
- 3) Valid Client information. The valid information about the Client shall be provided in the Client area, inclusive of a valid name, surname, telephone number, and email address, and update such information in the future to keep it complete and accurate. It is the Client's responsibility to keep your contact details up-to-date on your Account. Failure to do so may result in inability to receive important Account related notifications and information from the Company.
- 4) One Account. The Client is only allowed to register one Account with the Service. The Client cannot sell or transfer the Account or funds to third parties, nor can the Client acquire a player Account or funds from a third party.
- 5) Legality of funds. The Client shall guarantee that the methods of replenishing the account are legal and the Client is authorized to use them. The transfer of funds between the Clients' accounts is explicitly prohibited.

2. RESTRICTED USE

The Client must not use the Service:

- to collect information of other Clients by any means (for example, by sending spam, other types of unsolicited emails or the unauthorized framing of, or linking to, the Service);
- to disrupt or unduly affect or influence the activities of other Clients or the operation of the Service generally;
- to promote unsolicited commercial advertisements, affiliate links, and other forms of solicitation which may be removed from the Service without notice;
- in any way which could be considered as an attempt to: (i) cheat the Service or another Client using the Service; or (ii) collude with any other Client using the Service in order to obtain a dishonest advantage;
- for any unlawful activity whatsoever.

The Company may immediately terminate the Account upon written notice to the Client if it is used for unauthorized purposes. The Client is not allowed to use any kind of robots and programmed devices to participate in gameplay with the purpose to interrupt with provision of Services or to commit fraud.

3. THE ACCOUNT

- 1) The Company accepts Accounts in multiple currencies. For more information, please refer to the information in the Client area.
- 2) The Company reserves the right to refuse, restrict, cancel or limit any game at any time for whatever reason, including in case it was played in a fraudulent manner in order to circumvent the limits and/or system regulations.
- 3) If any amount is mistakenly credited to the Account it remains the Company's property and when the Company becomes aware of any such mistake it shall notify the Client and the amount will be reclaimed from the relevant Account. No overdraft of the Account is possible.
- 4) Any and all errors with respect to the Account shall be reported to info@texsportbet.com.
- 5) The Company guarantees that Clients' funds are segregated from corporate funds and it is guaranteed that sufficient funds are available at all times to meet its obligations to Clients.
- 6) By the using, visiting and/or opening the Account and using the Service the Client agrees to be bound by the documents located in the footer of the Website together with any amendment which may be published from time to time.

4. DEPOSIT OF FUNDS

The Client may deposit funds into the Account by any of the methods set out on the Website. Fees and charges may apply to the deposits and withdrawals.

The Company and the Operators are not a financial institutions and use third-party electronic payment processors to process credit and debit card deposits. If the Client deposit funds by either a credit card or a debit card, the Account will only be credited if an approval and authorization code from the institution issuing payment is received. If there is no such authorization, the Account will not be credited with those funds.

5. WITHDRAWAL OF FUNDS

The Client may withdraw any or all of the Account Balance within the transaction maximums as shown on the Website. Note that fees may apply as outlined in the Website.

All withdrawals must be made in the currency of your Account, unless otherwise stipulated.

In order to make a withdrawal the Client's identity shall be verified by providing a valid proof of identification and any other document as it may be deemed necessary. This includes the Client's ID with a picture of the owner (copy of passport) as the minimum. This procedure is a statutory requirement and is done in accordance with the applicable gaming regulation and anti-money laundering (AML) legal requirements.

All withdrawals must be made to the original bank card or a bank account used to make the payment to the Account.

6. PAYMENT TRANSACTIONS AND PROCESSORS

The payments shall be made in good faith and no attempts to reverse a payment shall be made or any action which will cause such payment to be reversed by a third party taken in order to avoid a liability legitimately incurred. The Client shall reimburse the Company for any chargebacks, denial or reversal of payment made due to him and any loss suffered by the Company as a consequence thereof.

The Company reserves the right to use third-party electronic payment processors and or merchant banks to process payments made by the Client and the Client agrees to be bound by their terms and conditions providing they are made aware to the Client and those terms do not conflict with these Terms.

All transactions made on the Website shall be checked to prevent money laundering or terrorism financing activity. Suspicious transactions will be reported to the relevant authority depending on the jurisdiction governing the transaction.

7. ERRORS AND EXCEPTIONAL CIRCUMSTANCES

In the event of a casino system malfunction, or disconnection issues, all stakes are rendered void. The Client is under an obligation to inform the Company immediately as soon as the Client become aware of any error with the Service. In the event of such error or any system failure or game error that results in an error in any odds calculation, charges, fees, rake, bonuses or payout, or any currency conversion as applicable, or other casino system malfunction (the "Casino Error"), the Company reserves the right to declare null and void any stakes that were the subject of such Casino Error and to take any money from your Account relating to the relevant stakes. In the event of communication or system errors or bugs or viruses occurring in connection with the Service and/or payments made to the Client as a result of a defect or error in the Service, The Company will not be liable to the Client or to any third party for any direct or indirect costs, expenses, losses or claims arising or resulting from such errors, and The Company reserve the right to void all games in question and take any other action to correct such errors.

The Company have the right to recover from the Client any amount overpaid and to adjust your Account to rectify any mistake. An example of such a mistake might be where a price is incorrect or where the Company enter a result of an event incorrectly. If there are insufficient funds in your Account, the Company may demand that the Client pay the Company the relevant outstanding amount relating to

any erroneous stakes. Accordingly, the Company reserve the right to cancel, reduce or delete any pending bets, whether placed with funds resulting from the error or not.

The Company has the right to limit, cancel or refuse stakes in case they are considered to be fraudulent or if the Company see that the playing pattern of the player takes place in such a way that the system is being abused.

The Company is not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to the game play. Refunds may be given solely at the discretion of the management.

The Company shall accept no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with the Website or its content; including without limitation: delays or interruptions in operation or transmission; loss or corruption of data; communication or lines failure; any persons' misuse of the site or its content; or any errors or omissions in its content.

8. GENERAL RULES

Clients are solely responsible for their own Account transactions. Please be sure to review your bets for any mistakes before sending them in. Once a transaction is complete, it cannot be changed. The Company do not take responsibility for missing or duplicate stakes made by the Client and will not entertain discrepancy requests because a bet is missing or duplicated. Clients may review their transactions in the Client area of the Website after each session to ensure all requested bets were accepted.

The Company reserves the right to remove events, markets, and any other product from the website.

The Company reserves the right to restrict the Casino access of any player without prior notice.

In the event of there being a discrepancy between the English language version of games names or games descriptions and any other language version, the English language version will be deemed to be correct. The grading of games and disputes will be settled based on the English version of team names and bet descriptions.

Information or data accessed by the Client via the Website or any part of it) is for your personal use only and the distribution or commercial exploitation of such information or data is strictly prohibited. No warranty is given as to the uninterrupted provision of such information or data, its accuracy or as to the results obtained through its use. The information is not intended to amount to advice or recommendations and is provided for information purposes only. It should not be relied upon when placing stakes, which are made at your own risk and discretion.

9. COMMUNICATIONS AND NOTICES

All communications and notices to be given under these Terms by the Client to the Company shall be sent to info@texsportbet.com.

All communications and notices to be given under these Terms by the Company to the Client shall, unless otherwise specified in these Terms, be either posted on the Website and/or sent to the Registered Email Address the Company hold on our system for the relevant Client. The method of such communication shall be in our sole and exclusive discretion.

All communications and notices to be given under these Terms shall be in writing in the English language and must be given to and from the Registered Email Address in the relevant account.

10. FORCE MAJEURE

The Company cannot be held liable for any failure or delay in providing the Service due to an event of Force Majeure which could reasonably be considered to be outside our control despite our execution of reasonable preventative measures such as: an act of God; trade or labour dispute; power cut; act, failure or omission of any government or authority; obstruction or failure of telecommunication services; or any other delay or failure caused by a third party, and the Company will not be liable for any resulting loss or damage that the Client may suffer. In such an event, The Company reserve the right to cancel or suspend the Service without incurring any liability.

11. FRAUD

The Company will seek criminal and contractual sanctions against any Client involved in fraud, dishonesty or criminal acts. The Company will withhold payment to any Client where any of these are suspected. The Client shall indemnify and shall be liable to pay to the Company on demand, all costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit, loss of business and loss of reputation) arising directly or indirectly from the Client's fraud, dishonesty or criminal act.

12. LINKS TO OTHER WEBSITES

The Service may contain links to third-party websites that are not maintained by or related to the Company and over which The Company have no control. Links to such websites are provided solely as a convenience to Clients, and are in no way investigated, monitored or checked for accuracy or completeness by the Company. Links to such websites do not imply any endorsement by the Company of, and/or any affiliation with, the linked websites or their content or their owner(s). The Company have no control over or responsibility for the availability nor their accuracy, completeness, accessibility, and usefulness. Accordingly, when accessing such websites, The Company recommend that the Client should take the usual precautions when visiting a new website including reviewing their privacy policy and terms of use.

13. COMPLAINTS

In case of any concerns or questions regarding these Terms please contact our Client Service Department via email at info@texsportbet.com.

Any Client of the Service who has any concerns or questions regarding these Terms should contact our Client Service Department at info@texsportbet.com using their Registered Email Address.

The Client shall notify the Operator within (7) seven Calendar Days after the Session Date, that he disagrees, with the outcome of a specific Game of Chance, as a Complaint.

The Client shall notify the Operator within one (1) Calendar Month after the Session Date, that he, as a Complaint, disagrees with any other matters, not directly related to the outcome of a specific Game of Chance.

The Client Service Department will attempt to reach an agreed solution.

The Client shall have a right to initiate the procedure of binding Arbitration within three hundred and sixty-five (365) days after the Session Date. The Arbitration shall be held in Curacao.

The Client shall have at all times the right to lodge a complaint by means of Mediation as advised by the Company.

The Parties agree that they will do their best to resolve any disputes arising out in connection with Service through negotiations and consultations between the Parties.

14. ASSIGNMENT

Neither these Terms nor any of the rights or obligations hereunder may be assigned by the Client without the prior written consent of the Company, which consent will not be unreasonably withheld. The Company may, without your consent, assign all or any portion of our rights and obligations hereunder to any third party provided such third party is able to provide a service of substantially similar quality to the Service by posting written notice to this effect on the Service.

15. SEVERABILITY

The Company cannot be held liable for any failure or delay in providing the Service due to an event of Force Majeure which could reasonably be considered to be outside control despite the execution of reasonable preventative measures such as: an act of God; trade or labour dispute; power cut; act, failure or omission of any government or authority; obstruction or failure of telecommunication services; or any other delay or failure caused by a third party, and The Company will not be liable for any resulting loss or damage that the Client may suffer. In such an event, The Company reserves the right to cancel or suspend the Service without incurring any liability.

16. BREACH OF THESE TERMS

Without limiting other remedies, the Client's account may be suspended or terminated with a prior notice, if, in the Company's our reasonable opinion, the Client breaches any material term of these Terms.

17. GOVERNING LAW AND JURISDICTION

The laws of Curacao govern the Service.

18. GENERAL PROVISIONS

These Terms shall remain in full force and effect while a person is a Client of the Company. Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, and corporations.

Headings

the division of these Terms into paragraphs and sub-paragraphs and the insertion of headings are for convenience of reference only, and shall not affect or be utilized in the construction or interpretation of these Terms.

the terms "these Terms", "hereof", "hereunder", and similar expressions refer to these Terms and not to any particular paragraph or sub-paragraph or other portion hereof and include any agreement supplemental hereto. Unless the subject matter or context is inconsistent therewith, references herein to paragraphs and sub-paragraphs are to paragraphs and sub-paragraphs of these Terms.

Acknowledgement

By hereafter accessing or using the Service, the Client acknowledge having read, understood, and agreed to each and every paragraph of these Terms. As a result, the Client irrevocably waives any future argument, claim, demand or proceeding to the contrary of anything contained in these Terms.

Language

these Terms may be published in various languages, reflecting the same principles, for Information purposes and to help players.

In the event of there being a discrepancy between the English language version of these Terms and any other language version, the English language version will be deemed to be correct.

Entire agreement

these Terms together with Games rules and restrictions (Schedule 1) constitute the entire agreement between the Client and the Company with respect to the Client's access to and use of the Service, and supersedes all other prior agreements and communications, whether oral or written with respect to the subject matter hereof.

Schedule 1

Games rules and restrictions

Each game offered on the Website shall include its rules.

The games may have restrictions set by the providers. The applicable restrictions are enclosed herein.

NetEnt Casino Games restrictions.

1. Absolute Restriction

NetEnt will not permit NetEnt Casino Games to be supplied to any entity that operates in any of the below jurisdictions (irrespective of whether or not NetEnt Casino Games are being supplied by the entity in that jurisdiction) without the appropriate licenses.

Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, France, Italy, Latvia, Lithuania, Mexico, Portugal, Romania, Spain, Sweden, Switzerland, United Kingdom, United States of America.

2. Blacklisted Territories

All NetEnt Casino Games may not be offered in the following territories:

Afghanistan, Albania, Algeria, Angola, Australia, Bahamas, Botswana, Belgium, Bulgaria, Colombia, Croatia, Czech Republic, Denmark, Estonia, Ecuador, Ethiopia, France, Ghana, Guyana, Hong Kong, Italy, Iran, Iraq, Israel, Kuwait, Latvia, Lithuania, Mexico, Namibia, Nicaragua, North Korea, Pakistan, Panama, Philippines, Portugal, Romania, Singapore, Spain, Sweden, Switzerland, Sudan, Syria, Taiwan, Trinidad and Tobago, Tunisia, Uganda, United Kingdom, United States of America, Yemen, Zimbabwe.

3. Blacklisted Branded Games Territories

The followed NetEnt Braded Games have some further restrictions in addition to the Blacklisted Territories set out above:

3.1 In addition to the jurisdictions set out in paragraph 2, Planet of the Apes Video Slot must not be offered in the following territories:

Azerbaijan, China, India, Malaysia, Qatar, Russia, Thailand, Turkey, Ukraine.

3.2 In addition to the jurisdictions set out in paragraph 2, Vikings Video Slot must not be offered in the following jurisdictions:

Azerbaijan, Cambodia, Canada, China, France, India, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Qatar, Russia, South Korea, Thailand, Turkey, Ukraine, United States of America.

3.3 In addition to the jurisdictions set out in paragraph 2, Narcos Video Slot must not be offered in the following territories:

Indonesia, South Korea.

3.4 In addition to the jurisdictions set out in paragraph 2, Street Fighter Video Slot must not be offered in the following territories:

Anguilla, Antigua & Barbuda, Argentina, Aruba, Barbados, Bahamas, Belize, Bermuda, Bolivia, Bonaire, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Chile, Clipperton Island, Columbia, Costa

Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Greenland, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Japan, Martinique, Mexico, Montserrat, Navassa Island, Paraguay, Peru, Puerto Rico, Saba, Saint Barthelemy, Saint Eustatius, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, Saint Martin, Saint Pierre and Miquelon, Saint Vincent and the Grenadines, South Korea, Suriname, Turks and Caicos Islands, United States of America, Uruguay, US Virgin Islands, Venezuela.

3.5 In addition to the jurisdictions set out in paragraph 2, Fashion TV Video Slot must not be offered in the following territories:

Cuba, Jordan, Turkey, Saudi Arabia.

4. Universal Monsters (Dracula, Creature from the Black Lagoon, Phantoms Curse and The Invisible Man) may only be played in the following territories:

Andorra, Austria, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Cyprus, Finland, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Liechtenstein, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Russia, San Marino, Serbia, Slovakia, Slovenia, Turkey and Ukraine.