**Other Terms and Conditions**

1.1. By using and/or visiting any section of the Website, or by opening an account through the Website, You agree to be bound by the Terms & Conditions and You accordingly: (a) agree to the use of electronic communications in order to enter into contracts; and (b) waive any applicable rights or requirements which require a signature by hand, to the extend permitting any applicable law. The Terms & Conditions do not affect your statutory rights.

1.2. In addition, where You play any game, or place a bet using the services, or otherwise use the services, you agree to be bound by:

The rules for all sports bets on the LoyalBahis sportsbook as set out under the section Sports Betting Rules (“the Betting Rules”);
The rules for responsible gambling available set out under the section Responsible Gambling (Responsible Gaming Terms);
Any rules relating to bonuses and promotions (Promotions Terms);
1.3. The following definitions are used in these Terms & Conditions:

1.3.1. “Access Device” means any electronic means of accessing the Services, including, but not limited to, computers, smart-phone devices, feature phones, tablet devices, touch devices or any home entertainment system such as video games consoles and smart TVs (or by any other remote means);

1.3.2. “Promotions Terms” means any terms and conditions and/or rules with regard to promotions, bonuses and special offers which may apply to any part of the Services from time to time;

1.3.3. “Betting Board” means the Betting Control and Licensing Board, the regulator of commercial gambling in Curacao;

1.3.4. “Download Terms” means any additional end user terms and conditions of use which you are required to confirm your agreement to as part of the download and/or installation of any software which you may download in order to be able to use the Website;

1.3.5. “General Terms” means the terms and conditions set out in this document;

1.3.6. “Group means” in relation to any party, a company which is from time to time a subsidiary or the ultimate holding company of that party or another direct or indirect subsidiary of any such ultimate holding company. For the purposes of this definition “subsidiary” and “holding company” have the meaning given to these expressions in the Companies Act as amended from time to time;

1.3.7. “Rules” means the Betting Rules and the specifically applicable to the relevant type of betting and/or gaming;

1.3.8 “Services” means, as appropriate, the services offered for the time being by the Operator through the Website, Telebetting and/or via any Access Device applications;

1.3.9. “Telebetting” means the telephone betting service for the time being offered by the Operator;

1.3.10. “Terms & Conditions” means:

(a) the General Terms;
(b) the Privacy Policy;
(c) where appropriate, the relevant Rules, Bonus Terms, Responsible Gaming Terms, Errors Terms and additional terms applicable to the Services that are being used by you;
(d) any Download Terms;
1.3.11. “Website” means the website or any respective page, subpage, sub-domain or section thereof from time to time, located at or accessible via the domain name: LoyalBahis;

1.4. Please read the Terms & Conditions carefully before accepting them. Once you have accepted the Terms & Conditions, please print the Terms & Conditions and store them, along with all emails, additional terms, transaction data, game rules, fair deal rules and payment methods relevant to your use of the Website. Please note that the Terms & Conditions are subject to change, as set out in paragraph 3 below.

1.5. If you do not agree to accept and be bound by the Terms & Conditions, please do not open an account. Your use of any of the services will constitute acceptance of the Terms & Conditions, which are in force.

1.6. For the avoidance of doubt, each and all sections of the Website and Telebetting are governed by the Terms & Conditions, and you should ensure at all times that your use of the services is in accordance with the Terms & Conditions.

II. GENERAL CONTRACTING PARTIES

2.1. The Terms & Conditions shall be agreed between you and the operator.

2.2. References in the Terms & Conditions to “us”, “our” or “we” are references to:

The Operator; or
In the case of Terms & Conditions relating to monies held in your account from time to time, to any operator group company which holds such money and shall (where appropriate) be deemed to include our agents, partners and suppliers.
2.3. Reference to “you”, “your” or the “player”, “customers”, or “subscriber” is reference to any person using the company’s services and/or any registered customers of the company thereof.

III. CHANGES TO TERMS AND CONDITIONS

3.1. The company reserves the right to change these Terms & Conditions at any time and without prior notice. We may need to change the Terms & Conditions from time to time for a number of reasons, including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms & Conditions can be accessed from the Terms & Conditions link in the footer section of the Website, and the date on which they will come into force is noted in paragraph 1.6. of the General Terms.

3.2. Where we wish to make substantial changes to the Terms & Conditions, we will give you as much prior notice of such changes as is reasonably practicable via one of the methods set out in paragraph. For minor or insubstantial changes, we may not give you any notice of such changes, so you are advised to review the Terms & Conditions through the Terms & Conditions link on the Website on regular basis.

3.3. Where we make changes to the Terms & Conditions which we wish to notify you of, we will do so by such method of notification as we may, in our discretion, deem appropriate, which may comprise:

Email (to the email address you have previously supplied us with, if any);
A message to your Inbox on the Website; or
A notice on the Website are at our discretion, we invite you to accept the new Terms & Conditions by clicking on “yes” or “I accept”, checking a ‘tick box’ or any other similar method of confirmation by you. If you provide us with any such confirmation, or continue to use the Website or Telebetting after notification under paragraph 3, you shall be deemed to have accepted, and are bound by the new Terms & Conditions, including but not limited to (for the avoidance of doubt) any additions, removals, substitutions or other changes to the identities of the operator, whether or not you have read the revised Terms & Conditions.
3.4. Not withstanding paragraph 3, if we should wish to make any changes to the terms upon which your found are held under clause 7.3, we shall notify you in advance by such method as we may, in our discretion, deem appropriate. Such method shall require you to acknowledge receipt of such information by clicking on “yes” or “I accept”, checking a ‘tick box’ or any other similar method of acknowledgment by you. If you provide us with any such acknowledgment, you shall be deemed to have accepted, and be bound by the new Terms & Conditions.

3.5. Nevertheless, it is your responsibility to regularly check for any changes.

3.6. If any change is unacceptable to you, you may either cease using the services and/or close your account by complying with paragraph 10 of these General Terms.

IV. OPENING ACCOUNT & REGISTRATION ACCOUNT RULES

4.1. In order to place a bet or play a game using the services, you will need to open an account with the operator (“Your Account” or “Account”).

4.2. In order to open your Account or use the Services, you can:

Contact Customer Services;
Click on Join Now on the Website and follow the on-screen instructions;
Open by such other Account opening method as shall, from time to time be offered by the Operator.
4.3. Your Account will either be operated by the operator, or by another company in its group for and on behalf of itself and/or the relevant Operator Group company with whom you have contracted.

4.4. When you open Your Account, you will be asked to provide us with personal information, including your name and date of birth and appropriate contact details, including an address, telephone number and e-mail address (“Your Contact Details”). You may update Your Contact Details from time to time by contacting Customer Services; or by such other method as shall, from time to time, be offered by the Operator.

4.5. In opening Your Account, you warrant that:

You are over 18 years of age, and above the age at which gambling, or gaming activities are legal under the law of jurisdiction that applies to you (“Relevant Age”).
Gabling is not illegal in the territory where you reside;
You are legally able to enter into contracts;
You have not been excluded from gambling.
You have not already had an Account closed by us under paragraphs 9 (Collusion, Cheating, Fraud and Criminal Activity), 20 (Breach of the Terms & Conditions) or at your request under paragraph Responsible Gambling Policy.
4.6. It is your responsibility to ensure that you are not infringing on any laws in your jurisdiction when opening and account and conducting business with the Company at all times during the subsistence of your subscription/participation.

4.7. The Company will accept no liability from third parties whatsoever, resulting from you providing incorrect or false data.

4.8. Your Account must be registered in your own, correct, name and personal details and is shall only be issued once for you and not duplicated through any other person, family, household, address (postal or IP), email address, Access Device or any environment where Access Devices are shared (e.g., schools, workplaces, public libraries etc.) and/or account in respect of the Services. Any other accounts which you open with us, or which are beneficially owned by you in relation to services shall be “Duplicate Accounts”. You may open only once Account. Should we identify any customer with more than one account, we reserve the right to close those Duplicate Accounts. Should we close a Duplicate Account:

4.8.1. All bonuses, free bets and winnings accrues from such bonuses and free bets obtained using Duplicate Accounts will be void and forfeited by you;

4.8.2. We may, at our discretion, void all winnings and refund all deposits (less amounts in respect of void winnings) made in respect of any Duplicate Accounts and, to the extent not recovered by us from the relevant Duplicate Account, any amounts to be refunded to us by you in respect of a Duplicate Account may be recovered by us directly from any other of your accounts (including any other Duplicate Account); or

4.8.3. We may, at our discretion, allow the usage of a Duplicate Account to be deemed valid. In such case all losses and stakes placed by or for you through the Duplicate Account will be retained by us.

4.9. Selling and/or transferring and/or, acquiring of accounts to/from other players, is prohibited. Any such action will lead to the closure of such accounts and forfeiture of the funds in the account. The company may in its sole discretion reopen an account if there is sufficient proof to the satisfaction of the company that transfer was done in error.

4.10. A dormant account is an account that has not been accessed for 12 months, that has legal registration with or without money balance. Once your account becomes dormant the Company, in accordance with the applicable law (Unclaimed Financial Assets Act of 2011), shall close your account and transfer your remaining account balance to the Unclaimed Financial assets Authority.

V. VERIFICATION OF YOUR IDENTITY (KYC)/ MONEY LAUNDERING

Account must be activated through the Welcome email and KYC verified before your first withdrawal or before your third deposit whichever comes first by uploading the following documents:

Colored Photocopy/Picture of your ID card, Passport or Driver’s License. We need to see your full name, D.O.B and Expiry Date;
Real-Time photo (“selfie”) while holding the front and back sides of the document you chose, under your chin;
Colored Photocopy/Picture/Screenshot of a recent Utility bill / Bank statement (no older the 3 months) Showing the issue date, your name, address and company logo;
Colored Photocopy/Picture/Screenshot of your Bank Card (with hidden the middle 8 numbers)
To upload the documents, please log into your LoyalBahis account and go to My account > Profile Details > ID Documents. Under “Upload new Documents” you can choose the file with the necessary documentation to upload. Alternatively, you can send an email to support@LoyalBahis.com.

 All the documents need to match the following criteria:

Allowed Images file formats: PNG, JPEG and GIF and bigger then 5mb;
PDF files are not accepted;
Scanned images should be in color, in high resolution (at least 300dpi) and NOT cropped;
Utility bills and Bank statement documents need to content issue date (no older then 3 months), your name, address and company logo;
Real-time photo (“selfie”) must be taken in high resolution, good lighting, no flash used, no makeup, sunglasses, hats or any other disguise and chosen document under your chin. Please note that the information on your document must be clearly visible.
Take note that documents need to be uploaded to your account up to 30 days upon registration or before your first withdrawal, or else the account will be closed until these documents are provided. In some cases, further documents might be requested to truly identify that the account holder is real. All transactions will be checked for Money Laundering. Customers will ne notified via email about their verification status (KYC), within 24 hours of providing their documents.

5.1. By agreeing to the Terms & Conditions you warrant that:

The name and address you supply when opening your account are correct;
You are the rightful owner of the money which you at any time deposit in your account.
5.2. By agreeing to the Terms & Conditions, you authorize us to undertake nay verification checks that may be required by ourselves or may be required by third parties (including, but not limited to regulatory bodies). You agree that from time to time, upon our request, you may be required to provide additional details in respect of any such information you have provided us, including in relation to any deposits which you have made into your account.

5.3. Whilst we are undertaking any Security Checks from time to time, we may restrict you from withdrawing found from your account and/or prevent access to all or certain parts of the Website. Please note that we may re-preform the Security Checks for regulatory, security or other business reason. If and such restrictions cause you a problem, please contact Costumer Services.

5.4. In certain circumstances we may have to contact you and ask you to provide further information to us directly in order to complete the Security Checks. For this purpose, we are entitled, at our sole discretion, require that you provide us with a notarized document or any equivalent certified document according to the applicable law of your jurisdiction, including, but not limited to:

Any document which may be used to prove a person’s identity;
Real-time photo (“selfie”) holding the identification document;
Proof of address;
Utility bills;
Bank details;
Bank statements;
Bank references.
Until such information has been supplied to our satisfaction, we may prevent any activity to be undertaken by you in relation to the account. Where we reasonably that deliberate or incorrect information has been provided by you, we may keep any amount deposited on the account, followed by the closure of the account.

5.5. It may be an offence for persons under the Relevant Age to make use of the Website. If we are unable to confirm that you are of the Relevant Age then we may suspend you account until such time that we are able to confirm that you are of the Relevant Age, if you are subsequently proven to have been under the Relevant Age at the time you made any gambling or gaming transactions with us, then:

Your account will be closed;
All transactions made whilst you were underage will be made void, and all related funds deposited by you will be returned by the payment method used for the deposit of such funds, wherever practicable;
Any deposits made whilst you were under the Relevant Age will be returned to you;
Any winnings which you have accrued during such time when you were under the Relevant Age will be forfeited by you (and may be deducted from the amount of any deposit returned under paragraph 5.5.3.) and you will return to us on demand any such funds which have been which have been withdrawn from your account.
5.6. If you become aware of any suspicious activity relating to individual(s), participants, players, officials, you must report such activity to the Company immediately.

5.7. Suspicious transactions will be reported to the relevant authorities and where the company suffers pecuniary loss or injury to its person or reputation, all legal means will be employed to restore such injuries at the risk of the perpetrator.

5.8. The company may suspend, block or close your account and withhold funds if so, required by the Proceeds of Crime and Anti-Money Laundering Act No. 9 of 2009 or any relevant legislation or as demanded by the authorities.

5.9. SUSPENSION and ACCOUNT CLOSURE

5.9.1.  LoyalBahis reserves the right to close or suspend your account at any time and for any reason with immediate effect without limiting the preceding sentence, LoyalBahis shall be entitled to close or suspend your account if:

You become bankrupt;
LoyalBahis considers that you have used the website in a fraudulent manner or for illegal and/or unlawful or improper purposes;
LoyalBahis considers that you have used the website in an unfair manner, have deliberately cheated or taken unfair advantage of LoyalBahis or any of its costumers or if your account is being used for the benefit of a third party;
LoyalBahis is requested to do so by the police, any regulatory authority or court;
LoyalBahis considers that any of the events referred to in (a) to (c) above may have occurred or are likely to occur;
VI. USERNAME, PASSWORD, SECURITY CODE and CUSTOMER INFORMATION

6.1. After opening your account, you must take all reasonable steps to avoid disclosing (whether deliberately or accidentally) your username, password and/or account number to anyone else, including (where practicable) ensuring that up-to-date security software is downloaded onto your access device.

6.2. All transactions where your username and password and/or account number have been entered correctly will be regarded as valid, whether or not authorized by you, and we shall not be liable for any claims in the event that you disclose your username, password or account number to anyone else (whether deliberately or accidentally). If you allow or authorize another person to use you account, you shall be responsible for all transactions such a person makes using the relevant account details.

Your password details should comply with the following:

Length: at least 8 characters.
Use of capital-small letters, special characters and numbers.
6.3. At the registration procedure you will be asked to submit a security code. The security code is a unique digits and letters code which allows us to identify the rightful owner of the account and it will be needed for verification in various cases (to reset password or username, to contact us via email or live chat etc.). We strongly recommend that you use security code different from your password, username and date of birth as those details can easily be stolen. Another way to protect your account is to frequently change your security code and have it stored in safe place.

6.4. If you have lost or forgotten your account details or have reason to believe that such details are known to an unauthorized third party, please contact us immediately for a replacement through Customer Services, details of which can be found in the Contact Us or use help section of the website. The company will however not be responsible for any loss or damage that you may suffer as a result of transaction made by the other persons.

VII. DEPOSITS, TRANSFERS AND WITHDRAWALS

Internet Gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment card to deposit or withdraw money using LoyalBahis.

7.1. If you wish to participate in the services, you must deposit money into your account from an account or source of which you are account holder. Such money may (subject to paragraph 5) then be used by you to place bets or play games.

7.2. If you use a payment method in respect of which you are not the account holder, we reserve the right to treat any deposit into the account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant checks.

7.3. For all deposits, the mobile number of the depositor must be identical to the mobile phone number registered on the account receiving the funds. If this is not the case, we reserve the right to treat any deposit into account as being invalid and the funds may be returned to the mobile number, from which the funds were sent. Any charges levied by the mobile operator’s payment gateways will be deducted from player’s account.

7.4. Your deposit. For the avoidance of doubt your account shall not be used by you as a bank account and, should we become aware of deposits into and withdrawals from your account without commensurate betting or gaming activity, we reserve the right to deduct an administration charge (whether or not we close or suspend the account). Money deposited with us in your account shall not attract interest.

7.5. You should only deposit money in your account for the purposes of you using such money to place bets/wagers on the games/player platforms. We shall be entitled to suspend of close your account if we reasonably consider or have reason to believe that you are depositing money without any intention to place bets/wagers. You may only bet/wager with the amount of cleared funds held in your account.

7.6. Bonus funds may be credited to your account as part of a promotion, loyalty or other marketing campaign. These funds can not be directly withdrawn/paid-out, but must be used for the placing of future bets. Depending on the promotion, these credits may be convertible into hard currency after a specific set of Terms & Conditions associated with the promotion.

7.7. You can at any time request a statement which would show all transactions made, namely deposits, bonus credit, winnings, bets and withdrawals. Should you notice any errors you should immediately notify the company via written or electronic notice. Such anomaly once confirmed, will be rectified by the company in the shortest tie possible at no cost to you. All statement requests to be sent to support@LoyalBahis.com.

7.8. You may request for a withdrawal of funds from your account at any time provided that

All payments made into your account have been confirmed as cleared and none have been charged-back, reversed or otherwise cancelled;
Any checks referred to in paragraph 5 (Verification of You Identity; Money Laundering Requirements) above have been completed by us to our satisfaction;
You have complied with any other relevant withdrawal conditions affecting your account (e.g., any applicable Bonus Terms). We have a number of controls and checks that take place before any withdrawal request is processed. These checks are part of our ongoing commitment to maintaining the security of our customers’ funds.
7.9. On any withdrawal approved by us, provided that you give us sufficient information as to how the funds should be transferred to you, we will return the relevant funds to you in accordance with paragraph 7.8 (less charges incurred or any other amount required to be deducted from your withdrawal in order to comply with any applicable law).

7.10. Should you attempt to withdraw founds that were deposited but not used for wagering, the company may levy a processing fee of 10% upon such withdrawals. Additionally, should these transactions be deemed suspicious, the company will report the activity to the appropriate authority and the player may lose funds.

7.11. Where possible, all valid withdrawals will be processed to the payment account from which the deposits were validly made, withdrawal payments can only be made in the identity of and to the registered account holder. For most payment types, withdrawals can be processed by following the withdrawal protocol steps provided, subject to there being sufficient funds in your betting account.

7.12. Maximum Winnings, Withdrawals Limits and Restrictions

7.12.1. Maximum net winnings in any 24-hour period per account are limited to 5000€ per account.

7.12.2. Maximum withdrawable amount per account, per transaction is limited to 1000€ per 24-hour period.

7.12.3. Maximum withdrawable amount per account is limited to 5000€ per month. The withdrawable amount will be divided into a series of equal withdrawals at the sole discretion of the company. If a withdrawable amount exceeds 5000€, the remaining funds shall be kept in the user’s account for withdrawal within the following month.

7.12.4. Withdrawable amounts exceeding 2500€ are subject to additional verification process. The company reserves the right, at its own discretion, to carry such verification processes also in cases of lower withdrawals.

7.12.5. The maximum withdrawable amount is quoted in Euros (€) as the base currency in order to ensure consistency across the world but equivalents apply for actual withdrawals.

7.12.6. The company reserves the right to delay and/or cancel withdrawal requests until final approval has been received for nay outstanding deposit transactions.

7.13. The company reserves the right of funds withdrawal using a priority for itself method of payment for winning players (including credit/debit card or to the player’s bank account). Full Bank accounts details should be provided by the customer.

7.14. Before ordering the payment, the player must bet 100% of the payment as a deposit of money at minimum 1.50 odd. This requirement is introduced to combat fraud and “money laundering” by players.

7.15. If the value of a deposit is not played through in full before a withdrawal is requested, the company reserves the right to make a charge to the customer’s account to cover all reasonable costs relating to both the deposit and withdrawal. If necessary, the value of the withdrawal requested may be reduced accordingly but the fee incurred to the customer’s account will not exceed 10% of the deposit in question.

7.16. The company may, at any time, set off any positive balance in your account against any amounts owed by you (including under a Duplicate Account) to the company or any other company within the Company’s Group (irrespective of whether there has been a breach of the Terms & Conditions) including (without limitation) where we re-settle any bets or wagers pursuant with these Terms & Conditions.

7.17. To the extent required by your local law or tax or other authorities you are responsible for reporting your winnings and losses arising from the services.

7.18. No interest is paid on any funds, irrespective of the amount held in your account or any delay in remitting funds in your account for any reason.

VIII. LEGAL USE OF THE WEBSITE AND SERVICES

8.1. Access to or use of the website, or any of the services via the website, or any access device may not be legal for some or all residents or persons by persons in certain countries. We do not intend that the website should be used for betting, gaming or any other purposes by persons in countries in which such activities are illegal. The fact that the website is accessible in any such country, or appears in the official language of any such country shall not be construed as a representation or warranty with in respect to the legality or otherwise of the access to and use of the website, and the making of any deposits or receipt of any winnings.

The availability of the website does not constitute an offer, solicitation or invitation by us for the use of or subscription to betting, gaming or other services in any jurisdiction in which such activities are prohibited by law.

8.2. It is your responsibility to determine the law that applies the location in which you are present. You should ensure that you will be acting legally in your jurisdiction in opening your account and/or using the website and you represent, warrant and agree that you will do so.

8.3. If it becomes apparent to us that you are a resident in a country in which the use of the website is not legal, we shall be entitled to close your account, in which case any balance on the account on the date such closure will be refunded to you as soon as it is practicable for us to do so.

8.4. Should you be able to access and use the services from your location, you shall be responsible for reporting your winnings and losses to the tax and/or other authorities as per the existing regulations within your jurisdiction as well as bearing any other charges levied in your jurisdiction.

IX. COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

9.1. The following practices (or any of them) in relation to the services:

Abuse of bonuses or other promotions; and/or
Using unfair external factors or influences (commonly known as cheating); and/or
Taking unfair advantage (as defined in paragraph 9.5.3);
Opening any duplicate Accounts; and/or
Undertaking fraudulent practice or criminal activity (as defined in paragraph 9.5),
constitute “Prohibited Practices” are not permitted and will constitute a material breach of the Terms & Conditions. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which you may incur as result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion.

9.2. If you suspect a person is engaged in any Prohibited Practice, you shall as soon as reasonably practicable report it to us by e-mail or contact our Costumer Services.

9.3. You agree that you shall not participate in or be connected with any form of Prohibited Practice in connection with your access to or use of the service.

9.4. We have the right, in respect of your account (and/or any other account held by you an Operator Group Company) to permanently ban your account and/or withhold the whole or part of the balance and/or recover from the account the amount of any deposits, pay-outs, bonuses or winnings which have been affected by or are in any way attributable to any of the event(s) contemplated in this paragraph 9.4. if:

We have reasonable grounds to believe that you have participated in or have been connected with any form of Prohibited Practice (and the basis of our belief shall include the use by us (and by our gaming partners and our other suppliers) of any fraud, cheating and collusion detection which are used in the gambling and gaming industry at the relevant time); or
You have placed bets and/or played online games with any other online provider of gambling services and are suspected (as a result of such play) of any Prohibited Practice or otherwise improper activity; or
We become aware that you have “charged back” or denied any of the purchases or deposits that you made to your account; or
In our reasonable opinion, your continued use of the services may be detrimental to our regulated status, including our continued ability to be licensed by the Gambling Commission and/or the Curacao Gambling Commissioner; or
You become bankrupt or suffer analogous proceedings anywhere in the world, (including in connection with any suspension and/or termination of your account) we shall have the right, in respect of your account (and/or any other account held by you with an Operator Group company).
The rights set out in this paragraph 9.4. are without prejudice to any other rights (including any common law rights) that we may have against you, whether under the Terms & Conditions or otherwise.

9.5. For the purposes of this paragraph 9:

9.5.1. “Fraudulent practice” means any fraudulent activity engaged in by you or by any person acting on your behalf or in collusion with you, and shall include, without limitation:

(a) fraudulent charge-backs and take-back activity;
(b) the use by you or any other person who was participating in the same game as you at any time, of a stolen, cloned or otherwise unauthorized credit or debit card, as a source of funds;
(c) the collusion by you with others in order to gain an unfair advantage (including through bonus schemes or similar incentives offered by us);
(d) any attempt to register false or misleading account information; and (e) any actual or attempted act by you which is reasonably deemed by us to be illegal in any applicable jurisdiction, made in bad faith, or intended to defraud us and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes un any damage or harm;
9.5.2. “Criminal activity” shall include, without limitation, money laundering and any offence under Betting Lotteries and Gaming Act (of the laws of Curacao);

9.5.3. “Unfair advantage” shall include, without limitation:

The exploitation of a fault, loophole or error in our or any third-party software used by you in connection with the services (including in respect of any game);
The use of Bots;
The use of third-party software or analysis systems; or
The exploitation by you, of an Error, in any either to your advantage and/or to the disadvantage of us or others.
9.6. In exercising any of our rights under paragraph 9.4. in relation to Prohibited Practice, we shall use all reasonable endeavors to ensure that, while complying with our regulatory and other legal obligations, we exercise such rights in a manner which is fair to you and to our other customers.

9.7. We reserve the right to inform relevant authorities, other online gaming or gambling operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected Prohibited Practice by you, and you shall cooperate fully with us to investigate any such activity.

9.8. We reserve the right to put bet limitations on certain customers, events and or particular markets to limit our Liability. However, if the bet the customer requests exceeds the established wagering limits set by the company, then the customer can request special approval and company can either accept, reduce the wagering of the concerned bet or change the odds, if the customer is satisfied, then the bets can be placed. The minimum number of selections that can be chosen concerning an event (Bets) allowed per combination and any other limiting are indicated on the website LoyalBahis.

9.9. You agree to not in any way treat the company as a financial institution. This includes using the company as an intermediary to transfer funds, unused or used, from one source to another one with or without ill intentions as well as using the company as currency exchange bureau. Should you conduct account activities for these purposes, the company reserves the right to close your account and/or seize any available funds available in the account. Contractual obligations will be honored unless there is a breach of any of the Terms & Conditions. No credit will be offered by the company or from any employee of the company, and all bets must be supported by sufficient funds in the customer’s account. The company reserves the right to void any bet/wager which may have inadvertently been accepted when the account did not have sufficient funds to cover the bet/wager. Should funds be credited to a costumer’s account in error, it is customer’s responsibility to inform the company without delay. The company will recover such funds by account adjustment.

9.10. Restrictions

9.10.1. The company reserves the right, at it own discretion to decline bets from a customer, to close or temporarily block the accounts of individual Users without prior notice and to preform KYC checks.

9.10.2. The minimum and maximum size of bets for all sporting events is defined by the bookmaker’s office and is subject to changes without prior written notice.

9.10.3. The company does not recommend two or more users placing bets from one IP-address (from the same computer or the same local area network) in order to avoid suspicion of collusion (cheating). Company has the right to block an account of such a User and ask to follow the KYC procedure.

9.10.4. Winnings are paid only within the maximum limits of the company. If the customer has made a bet and the winnings exceed the maximum, the company shall not pay any winnings exceeding the maximum limit.

9.10.5. The company reserves the right to cancel duplicate bets on the same event/market and to confiscate all winnings from such bets.

X. CLOSURE OF YOUR ACCOUNT; TERMINATION OF THE TERMS & CONDITIONS

10.1. Provided that your account does not show that a balance ID is due to us, you are entitled to close your account and terminate the Terms & Conditions on not less than 24 hours’ notice to us at any time by contacting us through our Customer Services. We will respond to your request confirming closure of your account and the date on which such closure will be effective, within a reasonable time, provided that you continue to assume responsibility for all activity on your account until such closure has been carried out by us (at which point the Terms & Conditions shall terminate).

10.2. When you request closure of your account under this paragraph 10, we shall be entitled (without limiting our rights under paragraph 10.7) to withhold, from any repayment of the outstanding balance on your account, any money:

(a) pursuant to paragraph 9 (Collusion, Cheating, Fraud and Criminal Activity);
(b) pursuant to paragraph 20 (Breach of the Terms & Conditions);
(c) as otherwise provided by the Terms & Conditions (including, as appropriate, paragraph 5.4); or
(d) as required by law or regulation.
10.4. If your account reflects a negative balance, such balance shall fall immediately due and payable to the company, and your account will not be closed until the relevant amount owed to the company is paid in full.

10.5. When repaying the outstanding balance on your account, we shall use the same method of payment which you provided upon registration of your account, or such other payment method as we may reasonably select.

10.6. Where you have closed your account, we may in certain circumstances be able to re-open your account with the same account details as before if you request us to do so. In such circumstances, while your account will have the same account details as before, it will be subject to the Terms & Conditions which are in force at the date of any such re-opening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid. Closure and termination by us.

10.7. We are, at any time (and not with standing any other provisions contained in the Terms & Conditions), entitled to close your account and terminate the Terms & Conditions on written notice (or attempted notice) to you using your Contact Details. In the event of any such termination by us we shall, subject to paragraph 10.8, as soon as reasonably practicable following a request by you, refund the balance of your account.

10.8. Without limiting the preceding paragraph, the company shall be entitled to close or suspend your account if:

You become bankrupt;
The company considers that you have used the services/products/platforms in a fraudulent manner or for illegal and/or unlawful or improper purposes;
The company considers that you have used the services/products/platforms in an unfair manner or have deliberately cheated or taken unfair advantage of the company or any of its customers;
The company is requested to do so by the police, any regulatory authority or court; or
The company considers that any of the events referred to above may have occurred or are likely to occur.
10.9. Where we close your account and terminate the Terms & Conditions pursuant to paragraph 9 (collusion, Cheating, Fraud and Criminal Activity) or paragraph 20 (Breach of the Terms & Conditions), the balance of your account will be non-refundable and deemed to be forfeited by you to the extent of any claim that we may have against you as the date of such closure (whether under your Account, a Duplicate Account or otherwise). Closure of your Account and Termination of the Terms & Conditions, other than pursuant to paragraph 9 or 20 of these General Terms, will not affect any outstanding bets, provided that such outstanding bets are valid, and you have been not in breach of the Terms & Conditions in any way. For the avoidance of doubt, we will not credit any bonuses into your account, nor will you be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms & Conditions, or in response to your request).

10.10. The following paragraph shall survive any termination of the Terms & Conditions: 18, 19, 20, 21 and 22, and any other paragraphs which are required for the purposes of interpretation; together with any relevant sections of the Betting Rules, relevant Game Rules, the Privacy Policy and the Additional Terms.

10.11. We shall be entitled to suspend your account in the circumstances expressly set out in the Terms & Conditions. Upon the suspension of your Account:

(a) no activity shall be permitted (including deposits, withdrawals, betting or gaming) until the date upon which it is re-activated by us;
(b) no bonuses or contingent winnings will be credited to the Account; and
(c) we shall address the issue that has given rise to the Account suspension with a view to resolving it as soon as reasonably practicable so that the Account can, as appropriate, either be re-actived or closed.
XI. PRIVACY

11.1. The aim of this policy is to tell you how we will use any personal data that you provide through this service/platform or Mobile service, Website and all other media/electronic platforms. Please read it carefully before you provide us with any personal data.

11.2. We may collect the following personal data from you in order that you may register and use this service/platform or Mobile service, Website and all other media/electronic platforms, and all other media/electronic platforms, and our Games, these including but not limited to: your name, date of birth, identification document and your contact details including the telephone number and your email address.

11.3. We use your personal information to invite you to join LoyalBahis and play our games. Where you have asked to receive information from us, we will use your personal information to send you football alerts. You can unsubscribe football alerts by sending us email at support@LoyalBahis.com.

11.4. The company will not disclose your personal information to third parties, unless such disclosure:

Is under our duty to comply with any legal obligation, or in order to enforce or, comply with our Terms & Conditions and other agreements; or to protect our rights or property.
Is required for marketing purposes where you have explicitly indicated upon your registration that you would like to receive information from our partner networks, advertisers and affiliates about their products and services.
11.5. We may also employ the services of an independent third party to help us provide our online services. In come cases, these third parties may receive your information. however, at all times, we will control and be responsible for the use of your information.

11.6. You are entitled to see the transactional information and bet history about you upon authentication via costumer service at support@LoyalBahis.com.

11.7. You are the only authorized person who may review, correct, update or change your information at any time.

11.8. We have implemented reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, the Internet is an open system and we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. Further, we cannot guarantee that any communication, messages or any attachment is virus free, does not contain malicious code or is incompatible with your electronic system and we do not accept liability in respect of viruses, malicious code or any related problems that you might experience.

11.9. If our privacy policy changes in any way, we will place an updated version on LoyalBahis. Regularly reviewing this website ensures that you are always aware of what information we collect, how we use it and under what circumstances, if any, we will share it with other parties.

11.10. Circumstances as specified under relevant legislation governing the company business activities may require us to forward your information to the relevant Authorities.

11.11. The company shall not be liable for any loss and damage that may occur as a result of access by third parties of any of personal information.

XII, USE OF THE SERVICE, WEBSITE AND ALL OTHER MEDIA / ELECTRONIC PLATFORMS

12.1. Information accessed by you on the Access Device, Website and all other media/electronic platforms (including results, statistics, sporting data and fixture lists, odds and betting figures) is for your personal use only and the distribution or commercial exploitation of such information is strictly prohibited. No warranty is given as to the uninterrupted provision of such information, 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 bets/wagers, which are made at your own risk and discretion.

12.2. You are solely responsible for the supply and maintenance of all of your Access Devices and related equipment and telecommunications networks and internet access services that you need to use in order to access the Services. We will not be liable in any way whatsoever for any losses caused to you (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that you have engaged in order to access the Services. For the avoidance of doubt, the Operator does not make any representation or give any warranty as to the compatibility of the Services with any particular third-party software or hardware, including (for the avoidance of doubt) third party analysis or ‘Bot’ programs which promise certain results from any of the Services.

12.3. Your Access Device and internet connection may affect the performance and/or operation of the Website, the Telebetting services and all other media/electronic platforms. The Company does not guarantee that the Website, the Telebetting services and all other media/electronic platforms, will operate without faults or errors or that the Company services will be provided without interruption. The Company does not accept any liability for any failures or issues that arise due to your Access Device, internet or telecommunication service provider (including, for example, if you are unable to place bets or wagers or to view or receive certain information in relation to particular events).

12.4. FAIR USE

12.4.1. Website, Mobile and all other media/electronic platforms and the Company products man only be used for the purposes of placing bets and wagers on events and/or gaming products.

12.4.2. You must not use the Telebetting service, Website and all other media/electronic platforms for nay purpose which (in the Company’s opinion) is illegal, defamatory, abusive or obscene, sexist, racist, or which the Company considers discriminatory, fraudulent, dishonest or inappropriate. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, including other users, via the Website, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any Operator staff used to provide the Services, Customer Services, or any helpdesk or support function which we make available to you.

12.4.3. The Company will seek criminal and contractual sanctions against any customer involved in fraudulent, dishonest or criminal acts via or in connection with the Telebetting service, Website and all other media/ electronic platforms or the Company’s products. The Company will withhold pay the Company, on demand, all Claims (as defined herein above) arising directly or indirectly from the customer’s fraudulent, dishonest or criminal act.

12.5. SOFTWARE & TECHNOLOGY ISSUES

12.5.1. You are only permitted to use any and all software made available to you via the Telebetting services, Website, or other media/ electronic platforms, for the purpose of using products on the Access Devices or all other media/ electronic platforms, and save to the extent permitted by applicable law, for no other purposes whatsoever.

12.5.2. We hereby grant to you a personal, non-exclusive, non-transferable right to use the relevant software, for the sole purpose of using/ playing products on the Access Devices and all other media/ electronic platforms, in accordance with the following provisions:

12.5.2.1. You are not permitted to:

Install or load the software onto a server or other network device or take other steps to make the software available via any form of “bulletin board”, online service or remote dial-in or network to any other person;
Sub-license, assign, rent, lease, loan, transfer or copy (except as expressly provided elsewhere in these Terms & Conditions) your license to use the software or make or distribute copies of the software;
Enter, access or attempt to enter or access or otherwise bypass the Company’s security system or interfere in any way (including but not limited to, robots and similar devices) with the relevant products or the Mobile services, and all other media/ electronic platforms any charges to the software and/or any features or components thereof; or
Copy or translate any user documentation provided ‘online’ or in electronic format.
Translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modify the software; or
Reverse engineer, decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the software or to create derivative works based on the whole or on any part of the software.
12.5.2.2. You do not own the software. The software is owned and is the exclusive property of the Company or a third-party software provider company (the “Software Provider”). Any software and accompanying documentation which have been licensed to the Company are proprietary products of the Software Provider and protected throughout the world by copyright law. Your use of the software does not give you ownership of any intellectual property rights in the software.

12.5.2.3. The software is provided “as is” without any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. The Company hereby excludes all implied terms, conditions and warranties (including any of merchantability, satisfactory quality and fitness for any particular purpose). The Company does not warrant that:

The software will meet your requirements;
The software will not infringe any third party’s intellectual property rights;
The operation of the software will be error free or uninterrupted;
Any defects in the software will be corrected; or
The software or the servers are virus-free.
12.5.2.4. In the event of communications or system errors occurring in connection with the settlement of accounts or other features or components of the software, neither the Company nor the Software Provider will have any liability to you or to any third party in respect of such errors. The Company reserves the right in the event of such errors to remove all relevant products from the Mobile services, Website and all other media/ electric platforms, and take any other action to correct such errors.

12.5.2.5. You hereby acknowledge that how you use the software is outside of the Company’s control. Accordingly, you load and use the software at your own risk. The Company will not have any liability to you or to any third party in respect of your receipt of and/or use of the software.

12.5.2.6. The software may include confidential information which is secret and valuable to the Software Provider and/or the Company. You are not entitled to use or disclose that confidential information other than strictly in accordance with these Terms & Conditions.

12.5.3. In order to use the products offered through the Services, you may be required to download and install software supplied by third parties on to your Access Device. Software may include, but is not limited to: Access Device applications, and any promotional, marketing and/or facility applications, products and software. In such circumstances, you may be required to enter into a separate agreement with the owner or licensor of such software in respect of your use of the same (a “Third Party Software Agreement”). In case of any inconsistency between the Terms & Conditions and any Third-Party Software Agreement, the Terms & Conditions will prevail in so far as the inconsistency relates to the relationship between you and the Operator.

12.5.4. It is your responsibility to ensure that any software is downloaded onto your Access Device in a manner compatible with your own Access Device’s specific set-up, For the avoidance of doubt, we shall not be liable to the extent that the incorrect downloading of any Software has an adverse effect on the operation of your Access Device.

12.5.5. Notwithstanding that the Services provided via any Access Devices application shall be subject to the Terms & Conditions, the terms under which any application (“App”) is downloaded or installed onto your Access Device shall be governed by the agreement entered into between you and the supplier of the relevant App but, in case of any inconsistency between the Terms & Conditions and any such agreement, the Terms & Conditions will prevail in so far as the inconsistency relates to the relationship between you and the Operator.

12.5.6. While the Company endeavors to ensure that the Telebetting service, Website and all other media/ electronic platforms, are available 24 hours a day, the Company shall not be liable if for any reason the Telebetting service, Website and all other media/ electronic platforms are unavailable at any time or for any period. We reserve the tight to make changes or corrections to or to alter, suspend or discontinue any aspect to the content or services or products available through it, including your access to it.

12.5.7. You must not misuse the Website and all other media/ electronic platforms by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, you must not access without authority, interfere with, damage or disrupt the Telebetting service, Website and all other media/ electronic platforms, or any part of it; any equipment or network on which the data is stored; any software used in connection with the provision of the Telebetting service, Website and all other media/ electronic platforms; or any equipment, software, owned or used by a third party. You must not attack our Telebetting service, Website and all other media/ electronic platforms, via a denial-of-service attack. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of software or to your downloading of any material posted on it, or on any Mobile services, Website and all other media/ electronic platforms, linked to it.

12.6. You shall be solely liable in respect of any content uploaded by you onto the Website (“Uploaded Content”) and, in uploading any such content, you represent and warrant that:

You have obtained all necessary approvals, consents, licenses and permissions required in respect of the Uploaded Content and that the reproduction of the Uploaded Content and that the reproduction of the Uploaded Content on the Website will not infringe the copyright, trademark, confidential information or any other intellectual property rights whatsoever of any third party;
The Uploaded Content will not contain any material in breach of paragraph 11.4 or any code in breach of paragraph 11.1;
The Uploaded Content will comply with all laws and regulations (including, in particular, those relating to data protection and privacy); and
The Operator is entitled to use and sub-license the use of the Uploaded Content at its sole discretion.
12.7. Any material (other than Software under paragraph 16) downloaded by you from the Website shall be downloaded entirely at your own risk and the Operator shall not be liable in respect of any loss of data or other damage caused by any such download.

12.8. Where we have reason to believe that your use of the Services is in breach of any provision of this paragraph 11, we shall, without prejudice to any of our other rights, be entitled forthwith to remove from the Website any offending content.

XIII. THIRD PARTY CONTENT

13.1. The Company receives feeds, commentaries and content from a number of suppliers. Certain third-party product providers may require you to agree to additional Terms & Conditions governing the use of their feeds, commentaries and content. If you do not accept the relevant third-party Terms & Conditions, do not use the relevant feeds, commentaries or content.

13.2. The Company does not accept any liability in respect of any third-party feeds, commentaries and content.

13.3. The Company does not allow any employee, or anyone else in any way connected to such employee or anyone otherwise connected to a third-party service provider (to be determined in the Company’s absolute discretion) to bet/wager on any market or event where the third-party service provider is providing a service to the Company. The Company will void any bet/wager where it determines in its absolute discretion that such betting/wagering has taken place.

13.4. Where the Website and all other media/ electronic platforms, contains links to third party resources, these links are provided for your information only. The Company has no control over the content of these sites or resources and accepts no liability for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third party does not constitute an endorsement of that third party’s product or services (if applicable).

XIV. BETTING AND GAMING TERMS

Expressions used in the betting and gaming industry are numerous. Where appropriate, a glossary explaining the meaning of commonly used betting and gaming expressions is available on the Website. Should you be in any doubt as to the meaning of any expression, you should not place any bet or game on any event until its meaning is understood to your satisfaction, because we cannot accept any responsibility if you place a bet or game via products offered via the Services in circumstances where you do not understand any of the terms involved in or relating to the bet or game.

XV. ALTERATION OF THE WEBSITE

We may, in our absolute discretion, alter or amend any product or service (including any prices offered) available through the Website at any time for the purpose of ensuring the ongoing provision of the Website, but without prejudice to any games and/or bets already in progress at the time of such amendment. From time to time, we may restrict you from accessing some parts of the Website for the purpose of maintenance of the Website and/or alteration or amendment of any of the games and/or products available through the Website.

XVI. IT FAILURE

Where problems occur in the software or hardware used by us to provide the services, we will take all reasonable steps to remedy the problem as soon as reasonably practicable. Where such problems cause a game to be interrupted in circumstances where it cannot be restarted from exactly the same position without any detriment to you or other players, we will take all reasonable steps to treat you in a fair manner (which may include reinstating the balance on your Account to the position existing following completion of the last bet or game logged on the Operator’s server immediately prior to the occurrence of the problem).

XVII. OTHER

17.1. The company may actively monitor traffic to and from the Access Devices, Website and all other media/ electronic platforms. The Company reserves the right in its sole discretion to block access where evidence indicative of automated or robotic activity is found.

17.2. The Company reserves the right to restrict access to all or certain parts of the Telebetting service, Website and all other media/ electronic platforms in respect of certain jurisdictions.

17.3. The Company may alter or amend the products offered via the Telebetting service, Website and all other media/ electronic platforms at any time and for any reason.

17.4. From time to time, all or part of the Telebetting service, Website and all other media/ electronic platforms may be unavailable for offering their respective services. Should that happen (unavailability) the Company shall not be liable for any loss or damage that the customer may suffer.

XVIII. OUR INTELLECTUAL PROPERTY RIGHTS

18.1. The contents of the Website and all other media/ electronic platforms, and all other media/ electronic platforms owned by the company are protected by international copyright laws and other intellectual property laws. The owner of these rights is the Company, its affiliates or other third-party licensors.

18.2. All product and company names and logos mentioned on the Website and all other media/ electronic platforms are the trademarks, service marks or trading names of their respective owners, including the Company.

18.3. Expect to the extent required to use a product for the purpose of placing bets or wager, no part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including text, graphics, video, messages, code and/or software without our express prior written consent.

18.4. If you make use of a feature that allows you to upload material, information, comments, postings or other content to the Mobile services, Website and all other media/ electronic platforms (“User Content”), then the User Content will be considered to be non-confidential and non-proprietary and the Company has the right to use, copy, distribute and disclose to third parties any User Content for any purpose. The company also has the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to the Mobile service, Website and all other media/electronic platforms, constitutes a violation of their intellectual property rights or of their right to privacy. The Company has the right to remove, amend or edit any User Content you make on the Mobile service, Website and all other media/ electronic platforms.

18.5. Any commercial use or exploration of the Website or its content is strictly prohibited. These Terms & Conditions, the Privacy Policy, the Rules and any document expressly referred to in them and any guidelines or rules posted on the Website constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to their subject matter. You acknowledge and agree that in entering into and agreeing to these Terms & Conditions, the Privacy Policy, the Rules and any document expressly referred to in them and any guidelines or rules posted on the Mobile service, Website and all other media/ electronic platforms, you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or inadvertently made) of any person (whether party to this agreement or not) other than as expressly set our therein. Nothing in this clause shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

XIX. EXCLUSION OF LIABILITY

19.1. Your access to and use of the Services is at your sole option, discretion and risk. We shall not be liable for any attempts by you to use the Services by methods, means or ways not intended by us.

19.2. We will provide the Services with reasonable skill and care substantially as described in the Terms & Conditions. We do not make any other promises or warranties regarding the Services, or any products or services forming a part of the Services, and hereby exclude (to the extent permitted by law) all implied warranties in respect of the same (including implied warranties as to satisfactory quality and/ or fitness for your purpose). In particular, we do not warrant that the Website will have uninterrupted availability or that it will be free of bugs, viruses or other errors.

19.3. Save as provided in our betting rules and subject to paragraph 19.5, our maximum liability (including that of our group companies, affiliates, officers, directors, agents and employees) arising out of your use of the services (or any part of the services and whether utilizing the website or Telebetting), whether such liability arises under breach of contract, tort (including negligence), or otherwise, will be limited to:

19.3.1. Where our liability relates to a bet or stake, the amount of the bet or stake placed by you in respect of which our liability has arisen;

19.3.2. Where our liability relates to the misapplication of funds, the amount of money in your account that has been misplaced by us; and

19.3.3. In respect to any liability of the operator

19.4. We (including our group companies, affiliates, officers, directors, agents and employees) shall not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, in respect of any:

Loss of data;
Loss of profits;
Loss of revenue;
Loss of business opportunity;
Loss of or damage to goodwill or reputation;
Business interruption; or
Any indirect, special or consequential loss or damage, even where such loss or damage has been notified to us as being possible, arising out of the Terms & Conditions or any use whatsoever by you of the services.
19.5. Under no circumstance nothing in the Terms & Conditions will operate as to include any liability which we may have in respect of:

Fraud (including fraudulent misrepresentation); or
Death or personal injury arising out of the Terms & Conditions or any use of our services.
XX. BREACH OF THE TERMS & CONDITIONS

20.1. You will fully indemnify, defend and hold us and our officers, directors, employees, agents, contractors and suppliers harmless from and against any all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however causes that may arise, whether or not reasonably foreseeable, as a result of or in connection with:

20.1.1. The access to and use of the Services by you or by anyone else using your username and password; and/or

20.1.2. Any breach by you of any of the terms and provisions of the Terms & Conditions.

20.2. Where you are in breach of the Terms & Conditions, we may at our sole discretion, prior to any suspension or termination of your Account, notify you (using your Contact Details) that you are in breach, requiring you to stop the relevant act of failure to act, and/ or requiring you to put right an act or fault on your part and warning you of our intended action if you do not do so, provided always that such notification shall not be a pre-condition to any suspension or termination of your Account.

20.3. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the Terms & Conditions.

20.4. In addition to any other remedy available, if you breach any of the Terms & Conditions, we shall be entitled to recover from your Account any positive balance to the extent of any amount reasonably claimed against you pursuant to paragraph 20.1.

XXI. COMPLAINTS

21.1. You acknowledge that our random number generator will determine the outcome of the games played through the Services 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 your screen and game server used by Operator, the result that appears on the game 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 relevant online gaming activity and the result of this participation.

21.2. No claims or disputes will be accepted regarding to:

21.2.1. The acceptance or settlement of a bet which you have made using the Services after thirty days of the date of the original transaction;

21.2.2. A game which you have played using the Services after twelve weeks of the date on which the relevant transaction or game play took place.

21.3. Should you wish to make a complaint regarding the Services, as a first step you should, as soon as reasonably practicable, contact Costumer Services about your complaint, which will be escalated as necessary to the relevant Department until resolved.

21.4. If there is a dispute arising from the Terms & conditions which cannot be resolved by Customer Services and having been escalated, you can request the matter be addressed by a manager or supervisor. Where we will endeavor to resolve the matter to the best of our ability for your satisfaction according to our Terms & Conditions.

21.5. The company will always apply best efforts to resolve a reported matter promptly.

21.6. If you are not satisfied with the resolution of the complaint by the Company, you agree that the matter may be referred for adjudication by the Betting Board of Curacao. The Betting Board’s decision will be final so long as the full facts are presented by all parties concerned.

21.7. In all other instances, or where you do not wish to contact the Betting Board, where a dispute arises, parties shall refer the matter for arbitration by a single arbitrator agreed by the parties where the chosen venue, with the arbitration being conducted in English. Where the parties are unable to agree on the identity of the arbitrator the chairman for the time being of the Chartered Institute of Arbitrators, Curacao shall appoint one.

XXII. MISCELLANEOUS

22.1. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms & Conditions or by law, be deemed to be or construed as waiver or that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any instance at any time or times subsequently.

22.2. The rights and remedies provided by these Terms & Conditions are cumulative and (unless otherwise provided in these Terms & Conditions) do not exclude any other rights or remedies available in law.

22.3. If any provision of these Terms & Conditions 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 these Terms & Conditions, which shall remain in full force and effect.

22.4. You shall confirm/accept and where necessary execute or cause to execute all documents and do all further acts and things consistent with the terms of these Terms & Conditions that the Company may from time to time reasonably require in order to vest in and secure the Company’s full rights and benefits to be transferred or granted to the Company under these Terms & Conditions and for the protection and enforcement of the same and otherwise to five full effect to the terms od these Terms & Conditions.

22.5. Nothing in these Terms & Conditions shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and no party shall have authority to bind any other in any way unless expressly provided otherwise in these Terms & Conditions.

22.6. The Company shall not be in breach of these Terms & Conditions nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control including (without limitation) any telecommunications network failures, power failures, failures in third party computer hardware or software, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

22.7. The Company may assign, transfer, charge, sub-license or deal in any other manner with these Terms & Conditions, or sub-contract any of its rights and obligations under these Terms & Conditions, to any partly including any company within the Company group. You may not assign, sublicence or otherwise transfer in any manner whatsoever any of your rights or obligations under the Terms & Conditions.

22.8. When we wish to contact you, we may do so using any of your Contact Details. You may contact us through any of the contact details provided on the Website. Notices will be deemed to have been properly served and received by you immediately after an email is sent or after we have communicated with you directly by telephone (including where we leave you a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

22.9. The right to access and/ or use LoyalBahis (including any or all of the products offered via the Website) may be illegal in certain countries. You are responsible for determining whether you’re accessing and/ or use of LoyalBahis is compliant with applicable laws in your jurisdiction.

Citizens Residing or have citizenship from (……………….) are forbidden to use access LoyalBahis.

22.10. The Terms & Conditions and any document expressly referred to in them and any guidelines or rules posted on the Website form an integral part of these Terms & Conditions and shall have effect as set out in the full body of these Terms & Conditions.

22.11. These Terms & Conditions shall be governed and interpreted in accordance with the laws of (………).

XXIII. GAMES PROVIDERS RESTRICTIONS

23.1. Restrictive policies apply to certain providers in certain territories Irrespective of the gaming license granted to the company.