

WinBetGo.com - TERMS AND CONDITIONS

1. The subject and general terms of the agreement

- a. The following Terms of Use is concluded between the creators and the administration (further 'the Administration') of the Internet resource www.winbetgo.com (further 'the Service') of the one part, and a person interested in receiving information provided by the Service (further 'the User') of the other part.
- b. Provisions of this Agreement are public and describe conditions of providing the User with information by the Administration through the Service.
- c. The User, while using the Service, agrees with this Agreement and undertakes to comply with its terms and also confirms that he has reached the age of 18, as well as the minimum age allowed for using this Service in accordance with the laws of the country of residence. In addition, the User confirms the legal capacity and ability to enter into the agreement with the Administration. Refusal to adhere to these conditions shall entail the termination of relations with the User and perform all other necessary measures. Moreover, in case the User disagrees with any of the arrangement conditions, he is obliged to stop using the Service.
- d. The User is aware that use of the Service may be subject to certain legal restrictions.
- e. The User understands and agrees that if there are restrictions or prohibitions in the jurisdiction of the current location country, then all responsibility for any damage resulting from a violation of such prohibition or failure to comply with the relevant requirements solely lies with the User.
- f. The User also understands that when using the Service, the Administrator does not have any additional obligations to inform, prevent and/or train the User.
- g. The time of concluding this Agreement is the date of the User's registration on the Service, during which he provides essential information including the first and last name, gender, date of birth, place of residence, email address, and other information allowing to identify the person and to use the Service.
- h. The User may register only by using his real name and true registration data and also to register once.

- i. Users who already have an account on the Service are prohibited to re-register, including pointing out other identification data (first and last name, email address, etc.). Re-registration is allowed only with permission of the Administration.
- j. The Administration reserves the right at any time without stating reasons to require the User to provide the document(s) proving his identity (e.g. scanned copy of passport, driver's license, and other documents).
- k. All actions performed using the User credentials (username and password) are completed by the User.
- l. In case of loss or disclosure of the information about password and/or login, the User is obliged to immediately change the password assigned.

2. Information provided by the Service

- a. The service provides the User with information, which is compiled by analyzing data and odds of bookmakers and betting exchanges.
- b. The service is not a financial tool and does not provide services for managing funds from third parties. **The service is not a bookmaker or a gamble and does not organize or conduct gambling.**
- c. List of data provided:
 - arbitrage situations (bookmaker arbs or surebets);
 - overestimated stakes (value bets);
 - middles;
 - best odds (for sport events);
- d. The amount of information and services provided by the Service may vary in course of time. The Administration reserves the right to add or eliminate these or those data at discretion.
- e. The information sited on the Service is granted to the User by subscription in accordance with the tariff plan selected.
- f. The subscription can be renewed manually by the User or automatically on a recurring and periodic basis ("Billing Cycle").
- g. Billing cycles are set based on the time intervals, depending on the type of subscription plan selected when purchasing a Subscription. At the end of each Billing Cycle Subscription is automatically renewed under the exact same

conditions unless canceled by the User or WinBetGo.com representatives. The User may cancel Subscription renewal either through the online account management page or by contacting WinBetGo.com customer support team.

- h. The User makes use of the information provided by the Service at one's own risk. The information given on the Service cannot be considered as an instruction or indication to the User's funds disposal and is for informational purposes only.
- i. The User is aware of the risks regarding possible various technical reasons that lead to discrepancy or distortion of the information provided by the Service and refuses any claims to the Administration related to compensation of possible losses that are indirectly or directly caused by using the information provided.
- j. The Administration is not responsible for the consequences of using information provided by the Service.
- k. The information is provided by the Service for private use only, regardless of the chosen tariff plan. The User is obliged not to spread any information received on the Service without the consent of the Administration.
- l. The User undertakes not to use any automatic means (software, robots, bots, etc.) for wide-scale readout of the information provided by the Service.
- m. There is a limit of 800 requests to the server per hour for each account with a Prematch tariff and 2000 requests per hour for each account with a Live tariff. Exceeding any of the indicated limits is a ground for the immediate blocking of the user's account without a refund.
- n. The User agrees to use the data obtained through API for personal purposes.
- o. The User agrees not to relay, submit or resell data obtained through API to third parties.
- p. It is prohibited to use data obtained through API for commercial purposes. The User agrees not to launch services similar to WinBetGo.com or any other projects to generate funds from third parties using data provided by WinBetGo.com

3. Responsibilities of the User

- a. The User is obliged to carefully read these rules and other policies of the Service.

- b. The User undertakes not to use the Service in case it violates the laws of his country of residence. The User is solely responsible if the use of the Service violates the law of the country of residence.
- c. The User is obliged to personally check adequacy and compliance of the information provided by the Service before any possible use of this information.
- d. The User assumes all the risks, possible losses related to the use of the information provided by the Service.
- e. The User is obliged to keep his personal data (first and last name, country of residence) up-to-date.
- f. If the terms of this Agreement are not fulfilled, the Administration has the right to suspend or terminate access to the Service without any refund.
- g. If it is determined that the User disseminates information obtained through the Service or uses the various technical means for wide-scale readout of the Service information, the User shall be obliged to compensate confirmed losses of the Administration.

4. Responsibilities of the Administration

- a. The Administration undertakes to keep the Service in working order.
- b. The Administration accepts claims about work of the Service in a form of wishes. For its part, the Administration tries to improve quality of the Service as much as possible.
- c. The Administration does not guarantee the absolute accuracy and compliance of the information provided on the Service but makes every possible effort to improve and increase quality of the data presented.

5. Amendments to the agreement

- a. The Administration reserves the right to introduce amendments to these Terms of Use, other policies, and information posted on the Service.
- b. All changes, additions, and annexes to this agreement and other policies posted on the Service are legally valid and binding on the parties from the date of posting amendments (additions) to this agreement and relevant policies. After publication

of such changes, they are considered as complete and unconditional acceptance by the User of the new (amended) Terms of Use, policies and other information.

6. Registration data and privacy

- a. In order to gain access to the paid services on this site, the User has to use email and password that was entered by the User when completing the registration form.
- b. At registration, the User is obliged to indicate his real first and last name, country of residence, email and password (further 'Registration data'). Having registered, the User agrees that all information provided in the Registration data is true and accurate.
- c. The Privacy Policy, incorporated by reference into these Terms of Use applies to the information the Administration gets under the User's use of the Service, including the Registration data.

7. Third party websites

- a. The Service may redirect the User to other sites on the Internet or include references to information, materials and/or services provided by other parties. These sites may contain information or materials that the User may find inappropriate or offensive. These third-party sites, as well as organizations, are not under the control of the Administration, and the User acknowledges that the Administration is not responsible for the authenticity, third-party copyright, legitimacy, decency or any other aspect contained on these sites. Also, the Administration is not responsible for errors or omissions in any references to third-party resources, products or services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement or association of the Service with the site or organization, nor does it provide any guarantees.
- b. In case if the User uses the third-party services after the redirection, User should compile with and observe the rules, terms and conditions that are established by these services including terms of Privacy protection policy. In no way, the Service

is not responsible for any means. The User uses third-party services and redirects on other websites on his own discretion only.

8. The intellectual property

- a. Copyright (c) 2024 belongs WinBetGo.com. All rights reserved.
- b. For purposes of these Terms of use, the content is defined as any information, data, communications, software, photos, videos, graphics, sounds and other materials and services that can be viewed by the User on the Service.
- c. By accepting these Terms of Use, the User acknowledges and agrees that all content provided on the Service is protected by copyright, trademark, service marks, patents or other proprietary rights and is the property of the Administration. The User is allowed to use the content expressly authorized by the Service. The User has no right to copy, reproduce, modify, republish, upload, post, transmit or distribute any documents or information from the Service in any manner without the prior written permission of the Administration. Any unauthorized use of materials from the Service may lead to the violation of copyright laws, protection of trademarks and other laws. In the event of such unfair or illegal actions, the User may be held liable as prescribed by law, including criminal prosecution.

9. Limitation of liability

- a. The Administration shall not be liable to the User or any third party for any special, punitive, incidental, indirect or consequential damages or losses of any kind, including, without limitation, damages resulting from the use of the Service, regardless of whether the Administration warned of such a damage or not.
- b. The Administration is not responsible for third parties goods and services offered on the Service and does not support business operations through the Service, including the processing of orders without limitation.

10. Security

- a. The User is solely responsible for maintaining the confidentiality of his password and registration data, and all acts or omissions in using his password and

account. Therefore, the User must take steps to ensure access to his account and password. The Administration never asks for a password. The User has no right to transfer or share access to his account with anyone. The Administration reserves the right to terminate the User's account if these rules were violated.

11. E-mail & messages

- a. The Administration may make an electronic newsletter (i.e., 'Messages') to Users of the Service directly or through third-party services.
- b. The Administration involves the use of automated devices and monitoring techniques to protect Users from unsolicited messages (also known as "spam") and/or other types of electronic communications that are contrary to the commercial objectives of the Service. However, such devices and techniques are not perfect, and the Administration is not responsible for any kind of messages that can be blocked, or any unauthorized messages that will not be blocked.

12. International use

- a. Although the Service may be accessible worldwide, the Administration makes no representation that the Service may be used outside Malta or territories where its content is illegal or prohibited. Those who choose to use the Service from other locations do so on their own initiative and are responsible for compliance with local laws.
- b. Advertising materials, products, services and/or information provided by the Service are void where prohibited.

13. Agreement termination

- a. The User agrees that the Administration may, at sole discretion, terminate or suspend access to all or part of the Service with or without prior notice it, for any reason, including, without limitation, breach of these Terms of Use. Any suspicion of fraud, illegal activity may be grounds for terminating the User's subscription and may be sent to appropriate law enforcement authorities.
- b. Upon termination or suspension of the subscription, regardless of the reason, the User's right to use the Service immediately ceases, and the User acknowledges

and agrees that the Administration may immediately deactivate or delete his account and all related information and files in his account and/or deny further access to the files or the Service as a whole. The Administration is not liable to the User or other third parties for any claims or damages arising out of termination or suspension of the User's account or any other actions related to the subscription's termination or suspension.

14. Refund

- a. This paragraph of the agreement contains an exclusive list of cases of refund to the User.
- b. The refund is possible only in the manner specified below, and for services that were not actually provided:
 - If the User claims an erroneous purchase of a subscription, he has the right to demand return of funds from the Administration, with deduction:
 1. Cost the number of hours used at the time of filing for a refund. The calculation of such hours is based on the tariff of **a one-day package** of the appropriate type of Live or Prematch, and not on the tariffs of any other package purchased by the User.
 2. Payment system commission for a refund, which is 6% of the total payment.
 3. Penalty fee of 20 USD (for operating expenses).
 - In cases when the service was unavailable for **more than 36 hours**. In such cases, the User has the right to choose:
 1. Free extension of the User's subscription for a period the Service was unavailable.
 2. Refund of the User's remaining funds with deduction of 6% of the payment system commission and the subsequent closure of the User's account.
 - In cases when the User refuses to use the Service for any other reason, the funds are returned with deduction:
 1. Cost the number of hours used at the time of filing for a refund. The calculation of such hours is based on the tariff of **a one-day package** of

the appropriate type of Live or Prematch, and not on the tariffs of any other package purchased by the User.

2. Payment system commission for a refund, which is 6% of the total payment.
 3. Penalty fee of 20 USD (for operating expenses).
- c. Refunds will be paid to Skrill, Neteller or other payment method made available by WinBetGo.com to User's wallet according to the refund rules described in the paragraph 14.b of the Terms of use.
 - d. In case the products or services cannot be provided to the User because his software or hardware, cellular network or another component of the computer system is incompatible with the products or services of the Service, the User agrees that such circumstances should not be considered a fault of the Administration, and in such cases the User has no right to demand a refund. In each case, the User needs to make sure that he uses the latest software and hardware to prevent any problem when using the Service's products and services.
 - e. Cases of failures, malfunctions, interruption or termination of connection between the User and the Service, which arose both through the fault of the User himself and the company (organization, operator) of connection, the services of which is used by the User to communicate with the Service, the complete or partial disconnection of the User's equipment due to these or other reasons beyond the control of the Administration, the risk of losses is fully borne by the User and no refund is expected.
 - f. In addition, the Administration is not responsible for the failure or improper performance of obligations under this Agreement, if it happened due to circumstances of insuperable force (force majeure) as a result of extraordinary events that the Administration could neither foresee nor prevent by reasonable measures.

15. Notices

- a. All notices the User sends in writing via email. The notices must be sent to the customer support department at support@winbetgo.com. The Administration

uses the Users data specified during registration to communicate with them. Moreover, the Administration may send notifications or messages through the site in order to inform Users about changes or other important issues.

16. The Agreement

- a. These Terms of Use may not be modified, supplemented or amended by the use of any other documents. Any attempt to alter, supplement, amend this document or order certain products or services that entail changing the terms and conditions shall be null and void unless agreed by the Administration. These Terms of Use take precedence in the event that something on the Service or associated with it is in conflict or contrary to this User Agreement.

17. Applicable law and dispute resolution

- a. These Terms of Use and also the Service are governed by the laws of Malta.
- b. All disputes arising out of this Agreement or in connection herewith shall be settled through negotiations and consultations between the parties.
- c. In case the dispute was not resolved through negotiations, each of the parties may seek protection of its rights and legal interests in the court in accordance with applicable law.
- d. The parties to these Terms of Use acknowledge the obligation to comply with pre-trial (claim) dispute settlement procedure. Claims are sent by the parties in writing by registered postal letter.
- e. In case of refusal to satisfy the claim or failure to receive a written response within 2 (two) months of receipt by the destination of a written complaint, the party submitting the claim has the right to refer the dispute to the court in accordance with the current legislation of the Republic of Malta.
- f. The jurisdiction of disputes arising from these Terms of Use shall be determined by the place of state registration of the Administration as a legal entity.

18. Other conditions

- a. In all other respects not specified in these Terms of Use and other Policies posted on the website, the Parties shall be governed by applicable law.

- b. Under these Terms of Use, you have no right to entrust your rights and obligations to third parties, any alleged attempt to do so will be void. We can use our rights and obligations under these Terms of Use.
- c. You agree not to sell, resell, copy or use for commercial purposes your account on the website or access to it.
- d. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties. The remaining portions shall remain in full force and effect.
- e. Any failure of our attempts to provide or improve these Terms of Use or related rights shall not constitute a waiver of that right or provision.

www.winbetgo.com

Company

address:

Malta

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