

## **Terms of Service**

Latest update: January 3rd, 2024

The reference term "user" will be directed to any person accessing or using the Bumbet site, their domains, applications and services.

### **Acceptance of Incorporated Terms**

1. When playing, gambling, doing transactions or accessing any page in bumbet.com, you must agree to comply with the general rules detailed on this page, including the specific rules of each product: Sports and Casino.
2. If you do not accept the Terms and Conditions, you can not use the site or its services. In this case, the user must leave the site. The acceptance of the Terms and Conditions includes also accept and agree with:
  - The Privacy Policy
  - The Credit Card Transaction Processing Agreement
  - Particular rules applicable to individual Activities.
  - T&C of Sports and Casino

### **Application of Terms**

1. These Terms apply to: (a) the content, materials, information, documents, graphics and images made available on or from the Website ("Content"); (b) any content, materials, information or documents that you may upload on the Website; any casino, poker, or other games that you may play or any wagers or bets placed through the Website. These Terms incorporate all other rules and conventions that specifically apply to individual Games. Such rules and conventions will be accessible on the Website and may be updated from time to time.
2. At all times, your access to these Games is subject to the Regulations and you have recourse to these terms and conditions and the remedies herein in the event of a dispute or other issue with respect to such Games or related play.

### **Identity verification**

When playing, gambling, and transact or access any page of Bumbet.com, the user must agree to and comply with the following requirements:

1. You must be 18 years or be older than the required legal age, and you must meet the capacity requirements for gambling activities under the jurisdiction applying in the territory where they are playing.
2. May only use the site the user who resides in a jurisdiction that allows betting on the outcome of sporting events and play casino.

3. The user is responsible for having all the necessary technological requirements (hardware, software and connectivity) to access the site.
4. Access to this site may not be permitted under the laws of certain countries. It is the sole responsibility to ensure that access to bumbet.com respect the rules of their country of residence.
5. It is an essential requirement that the user abides by the laws and prohibitions of their country. So Bumbet not accept players from the following countries: United States, South Africa, Afghanistan, Albania, Armenia, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Kazakhstan, North Korea, Ivory Coast, Canada, Croatia, Cuba, Denmark, Slovakia, Slovenia, Estonia, Falkland Islands, France, French Guiana, Guyana, Georgia, Hungary, Iran, Iraq, Israel, Latvia, Laos, Lithuania, Libya, Macedonia, Moldova, Montenegro, Myanmar, Papua New Guinea, Poland, Kyrgyzstan, United Kingdom, Czech Republic, Romania, Russia, Serbia, Singapore, Sudan, South Georgia, South Korea, South Sandwich Islands, Spain, Syria, Tajikistan, Turkmenistan, Turkey, Uganda, Ukraine, Uruguay, Uzbekistan, Vanuatu and Yemen.
6. When you deposit money on the site, the user agrees that these funds belong legally and its origin is not linked to illegal activities of any kind.
7. All information you provide to Bumbet during the registration process at any time thereafter, including any money transaction, must be real, current, correct, complete and must match the data associated with registered payment methods of Bumbet in your account.
8. The user acknowledges and is aware that gambling involves the risk of losing money, so it will not claim Bumbet regarding their losses.
9. Use Bumbet services voluntarily.

#### **Amendments and responsibility**

1. Bumbet reserves the right to change the rules at any time and without notice, as deemed appropriate.
2. You understand and agree that you are responsible for checking this section to determine whether the Terms have been updated in any case, and if the access to the site after the date has been changed, it means you have accepted.

#### **USE OF THE WEBSITE AND SERVICES**

1. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services we provide without notice. The Website is updated regularly, and may change at any time. You acknowledge and agree that the specific form and/or nature of the Website or Services may change from time to time without prior notice and we may cease providing the Services (or any specific features within the Services) to you or to users generally at our sole discretion, without prior notice to you. If the need arises, we may suspend access to the Website, or close it indefinitely.
2. Bumbet not be liable if for any reason the site is unavailable at any time or for any period, but that is not why we can not return the money that belongs to the user.

3. Bumbet may cancel the account, remove any content or information that the user has posted on the site and / or prohibit the use or access to the site or service (or any portion, aspect or feature of the service) for any reason, at any time.
4. Bumbet may in turn refuse any bet or withdraw any game.

### **Services for Personal Use Only**

You shall not reproduce, duplicate, copy, sell, trade or resell the services of Bumbet.com for any purpose.

### **Access Disruptions**

1. We are not responsible or liable in any way for any Internet disruptions or disconnections, and all risk and responsibility rests with you.
2. All sessions in the Casino area that remain open for more than 30 days, will be closed on the 30th day.

### **REGISTRATION AND ACCOUNT CREATION**

1. Account Registration. You must register an account with us ("Account") before you can place any wagers, download any Software, or play any Games. You must be at least 18 years old in order to register an Account.
2. We reserve the right to suspend your Account and request proof of age in order to ensure that minors are not using the service. If satisfactory proof of age is not provided we further reserve the right to permanently suspend your Account.
3. Bumbet is able to question or reject multiple registrations of the same player, whether or not originating from the same address, IP or computer.
4. During the verification process of the information from the records, the accounts may be blocked as well as the benefits offered by the site, such as: bonus, withdrawal requests, among others.
5. All information provided by the user at the moment of the registry, must be valid and complete. Otherwise, Bumbet may request documents again, block or cancel the account as it considers appropriate.
6. By creating an account on the site, the user must select the currency to be used. Once elected, the funds in your account will be awarded in the selected currency, and can not be changed under any condition.
7. Each user is responsible for its email/account number, password and responsible for their own use. If a user shares or informs the access data to someone else, he will be responsible for these acts and their consequences. Bumbet has no responsibility for any damage caused by misuse of the site.
8. It is the responsibility of the user, provide an email / account number and password correct at the time of log in or contact the customer service team of Bumbet.

9. All sign ups that share information as IP, will be canceled without prior notice.

### **Information request**

1. To create an account, you will be asked to provide the following information: full name, address, date of birth, email address and telephone number . If your identity can not be validated, Bumbet may request you an additional information or documentation. The user must also answer one or more questions of security, after that, he will receive a confirmation email.
2. It can also be contacted to update the information or data, or to provide additional items as part of a process to prevent fraudulent and illegal activities, and / or to comply with our policies and protocols against money laundering.

### **Valid and verifiable information**

1. All information and data that the user provides to Bumbet, at the time of registering for an account or later, must be truthful, accurate and verifiable in all aspects. By providing such information, the user agrees to submit to third party service providers to verify that identification is who he claims to be and that the information provided is true and accurate.
2. Bumbet reserves the right to use the services of third party verification to authenticate the account information and identity. You expressly acknowledge and agree that we can confirm the accuracy of any information you send.
3. If the user has provided false information or if you are unable or unwilling to provide documentation to confirm your identity, and we can not confirm your identification, your account may be closed and any activity within the account will be considered invalid, including , without limitation, the annulment of the potential gains.

### **Dormant Accounts**

Your account will be deemed 'Dormant' if you have not made a deposit, a withdrawal, or placed a bet/wager for a period of eighteen (18) months. At seventeen months of inactivity, we will provide an email notice to the email address registered to the account, advising that the Account balance will be set to zero at thirty (30) days from the notice. If the Account remains dormant, at 18 months of inactivity, the Account balances are zeroed out.

### **Account Reviews**

1. You agree that we may at any time investigate your Account to ensure compliance with these Terms and to ensure that no improper or illegal activity is or has taken place, including without limitation fraudulent activity or activity that is contemplated by our Anti-Money Laundering policy and protocols.
2. In the event that it is determined that your Account has been involved in any of the above, we shall be entitled to use any and all money to the credit of your Account to meet any costs, expenses or liabilities reasonably incurred in conducting such investigation.

### **Suspension and cancellation of the account**

1. If the customer want to close the account for free and spontaneous will, he must send an e-mail from the email account registered in Bumbet to [support@bumbet.com](mailto:support@bumbet.com), informing the reason and the data of the account to be closed: name complete and I.D.
2. In case user decides to close the account having negative balance, he should contact the Finance Department, sending an e-mail to [finance@bumbet.com](mailto:finance@bumbet.com). Any negative balance in the account must be immediately paid. Otherwise, the account will not be closed
3. Bumbet reserves the right to cancel and / or block any account that might consider suspicious, without any notice.
4. The user agrees that, even after closing the account, the information provided at the moment of the registration in Bumbet continue in its database.

## **ACCOUNT DEPOSITS, REPAYMENTS AND FORFEITURE**

### **Deposit Information**

1. To deposit funds in your Account you must first supply such information as is required, which will depend upon the method of payment that you select for making the deposit.
2. All bets made by the user must be backed by funds from his account. If a bet is accepted by mistake, and the user does not have sufficient funds to support it, Bumbet will have the right to cancel the bet.
3. The minimum value to bet is R\$ 2 (two) or \$0.50 USD (fifty cents) in the currency of the account.
4. No employee of Bumbet can add credits in the customer's account, without exceptions.
5. In case there were credit funds in the account of a customer by mistake, these funds continue to belong to Bumbet and is your responsibility to inform the site immediately about the situation. Bumbet will recover these funds to make the necessary changes in the customer's account.
6. Bumbet establishes a minimum deposit of USD 20 for accounts in this currency, and BRL 20 for accounts in Real. As BumBet uses financial intermediaries for deposits, if one of them authorize a deposit of a value less than USD 20 o BRL 20, this value will be not valid to be removed.
7. Bumbet may ask the user, at the time of deposit, proof of documents that may deem necessary, to identify this deposit.
8. Bumbet is not responsible for the delay that may arise during the processing of deposits and withdrawals from the customer. We use financial intermediaries to process these transactions and they have their own rules and timelines. If some of these payment processors will not enable the service to a user, Bumbet will be not responsible for this decision and may not interfere.

### **Acceptance, limits and retention of deposits**

1. If the user choose to place any wagers or to play any Games for money, your money will be deposited with and held by us or a third party service provider(s) pending the outcome of the relevant event or Game.

2. Bumbet reserves the right to place a limit on the amount of funds that you will be able to deposit at any time at a level that we may determine at our sole discretion. You may request that this deposit limit be altered by contacting our Customer Services Team.
3. Bumbet reserves the right to not accepting deposits, whatever the reason might be. In turn, suppliers and financial intermediaries also may not accept deposits. If the deposit request was not accepted, Bumbet will send a notification to the user.
4. We reserve the right to recover any fees covered on deposits without prior notice if little or no play is made between deposit and withdrawal.
5. In exceptional cases Bumbet may authorized the return of the deposit by charging a fine of 30% on the value thereof. This value will be withdrawn under processing costs. However, each case will be analyzed in particular, considering the balances contained in the client's account.

#### **Uncollected or Reversed Deposits.**

1. If any deposit is charged back or is otherwise uncollectible for any reason, any and all winnings generated from play or bets conducted in such Account from the time of the applicable deposit until its reversal or uncollectability shall be invalidated, forfeited and deducted from your Account balance. In addition, the amount of the initial failed deposit will be invalidated, forfeited and deducted from the Account balance. In the event that, following such deductions, your Account balance is in a negative balance; you expressly acknowledge and agree that such negative balance shall constitute an uncontestable debt payable by you to us, due and payable immediately.
2. The user expressly acknowledge and agree that, in the event of non-payment of such debt, we may assign such debt to one or more collections agencies, who shall have the legal right to pursue such assigned debt using any or all available legal remedies. Note that following the assignment of such debt to a collections agency, the resolution of such debt and any legal processes associated therewith are not within our control and must be negotiated or resolved directly with such collections agency.

#### **Withdrawals**

Bumbet will pay all withdrawals from the account holder on its own. They will not be third-party payments accounts and to the extent possible, will be paid into the account from which the corresponding deposit was made.

1. To make any withdrawals, the user must send a legible copy of valid documents that Bumbet requested. These documents are usually : Identity of the country of residence and proof of residence are on behalf of the user. If Bumbet considered insufficient documentation sent , or if it was in good condition , it may request additional documents.
2. When the user request a withdrawal, the money to be retired must have been bet in its entirety. Otherwise, Bumbet can collect the amount needed to cover the associated costs to the deposit and withdrawal of funds.

3. At the moment of request a withdrawal, if the user has a bonus with compliance pending rollover, the user can only ask Bumbet to removed the bonus if he not performed any bet with the money of that bonus yet.
4. Bumbet will pay withdrawals in the local currency of the country selected by the user when registering.
5. Bumbet will be not responsible for the delay of the payments of withdrawals, if that be caused by incomplete or incorrect documents, information or data provided by the user,
6. To request any withdrawal of money from an account, the user must have made at least one deposit of at least USD 20 (for users who have selected US dollars), or BRL 20 (for users who have chosen Brazilian reais) in the last 30 days. There should also be wagered at least 1 time the bet value in case that the user is not subject to compliance with rollover, either by awarding a bonus or associated promotions. Depending on the case, exceptionally, Bumbet can evaluate the reason for the failure of the rollover, and let get the money by charging a fine of 30% of the value of the requested withdrawal. This value will be retained under processing costs.
7. Withdrawals will have a maximum term of up to 4 working days. The deadlines for withdrawals shall be counted from the approval of the request for withdrawal and since the prior approval of the documents received and requested by Bumbet.
8. If Bumbet suspected and/or identify fraudulent behavior by the user, your account will be blocked and the requested withdrawal will not be approved.
9. Each user can withdraw every seven days a maximum amount of \$1000 (or its equivalent depending on the currency used) by any of the payment methods unless withdrawals with credit card in which the maximum amount will be of \$500.
10. Bumbet reserves the right to pay the user awards, retirements or other than R\$ 5,000 (or its equivalent in the currency used) amounts, in multiple installments.
11. All withdrawals will be paid through the same method of payment used for the deposit.
12. Bumbet has the right to use the balance of the customer's account for the payment of any debt that he may have with the company.
13. The customer will be responsible for informing the relevant authorities of their gains and losses through the site.

#### **Awards and bonus**

1. Bumbet reserves the right to not make any payment of any prize or bonus if the user is under 18 years or if another player bets made under the name of a player under 18 years.
2. Bumbet reserves the right to not make any payment of any prize or bonus if it has any suspicion that the user in question used the account of another user, or if he presented with a false or untrue data using identity.
3. The bonus granted to the user have the sole purpose of the user to know and test the site. So they are credited for fun in the specific characteristics of each bonus (value, rollover, validity

and area where play: Sports or Casino. The user can not divide or modify the characteristics of a bonus.

4. Bumbet sets the rollover requirement as a relative value to the value of the bonus + deposit, the user must bet to unlock the bonus. The value of the rollover depend on each area or promotion that will be specified in the terms and conditions thereof.
5. The Rollover is a wagering requirement that the user must meet to receive a bonus on a deposit, in order to request a withdrawal. For example: calculating the rollover of 3 times, it means three (3) times the sum of the value of the deposit plus the total bonus received.
6. Another example: If a deposit of R\$ 100 is performed and the bonus of R\$150 is granted, the user turns overturning and may request a withdrawal when the total amount of his bets in equal installments or greater than 1, 80 are equivalent to the amount of R\$ 750 (R\$ 100 deposit plus R\$ 150 bonus multiplied by 3). Each promotion may have specific requirements of rollover.
7. In all cases it is considered as a condition of a rollover, the value of deposit + bonus.
8. Opposite wagers in the same market, wagers canceled or returned will not be counted for the fulfillment of the rollover.
9. The bonus promotions must be requested during the applicable period as reported in the specific promotion rules. No corresponding bonus will be credited to promotions already finished.
10. Automatic bonus will be credited automatically. If the user does not want to have one of these bonuses, he must ask through the chat Bumbet to remove yourself from your account and will be removed within 48 business hours. Only it is allowed to remove the bonus that has not been used. If the bonus had been partially used, it will not be allowed to remove it.
11. Bonuses and promotions will be applied and granted only to users from: Argentina , Bolivia , Brazil , Chile, Colombia , Costa Rica, Ecuador , El Salvador, Guatemala , Honduras , Mexico , Nicaragua , Paraguay , Peru and Venezuela.
12. Bonus programs are only for users who use the site for recreation. Professional players may have canceled bonuses and be subject to other penalties that may be in the form of increased rollover or loss of bonus privileges for the offending account and any account linked.
13. Bumbet reserves the right to restrict eligibility and special bonus offers when it will be necessary. This includes (but is not limited to) the establishment of geographical restrictions on bonuses.
14. We consider it an unacceptable and prohibited practice to request any type of Bonus, a welcome bonus or promotional one, and subsequently place sports bets with the sole intention of "separating" or "parking" real money. This tactic, which avoids the legitimate use of the deposited funds and risks only the bonus balance in Casino bets, is classified as an improper way of not complying with the bonus usage rules. Therefore, the use of the "cashout" function in Sports bets with the intention of avoiding betting in the Casino with own balance, constitutes a serious breach of our terms and conditions. At Bumbet, we reserve the right to review all bets



and transactions to detect such behavior. If this rule is violated, immediate measures will be taken, which may include canceling the bonus, voiding all winnings derived from the bonus, and closing the player's account, without the right to a refund of the balance or deposits made.

## **INTEGRITY OF PLAY AND BETTING**

### **"Bots" Prohibited**

All actions on the Website must be executed by players via the supplied user interface. We will take any measures necessary to ensure that all robot software or programs designed to simulate real player play will be detected and prevented from accessing the Website. Any accounts associated with such activity will be subject to review and possible termination. If, in our reasonable discretion, we determine that an Account is employing such software, the Account will be disabled and all Account balances (including both deposits and any winnings) shall be forfeited.

### **Abuse of System Vulnerability**

If, in our reasonable discretion, we determine that an Account sought to or actually did exploit any hardware or software error, malfunction, "bug" or other vulnerability, we shall immediately close such Account and all Account balances, including both deposits and any winnings, shall be immediately forfeited. In such event, we expressly reserve the right to initiate civil legal proceedings and report such activities to authorities in support of criminal investigations and charges, as appropriate.

### **Sports bets**

1. Once a bet is made and confirmed, it can not be canceled or altered by the customer and will be updated according to the result and rules of the respective sport (<https://www.bumbet.com/en/help/help-sportsbook>). The customer is responsible for verifying that all the details of the bet are correct.
2. Bumbet reserves the right to exclude an event or cancel bets at any time. Bumbet also has the right to not provide odds in any sport or event, regardless of time, without notice.
3. For events or leagues Pre -Match and Live, whenever an obvious error is identified in a odd or market, Bumbet will not be responsible and will have the right to cancel all the bets made.
4. If, for any reason, a Pre -Match bet is inadvertently accepted after that an event had begun, Bumbt has the right to annul or cancel the bet. If a live bet is placed on knowledge of a result of the event in question (eg: the selected participant or team has gained an advantage, marked spot, red card, etc.) Bumbet has the right to cancel the bet.
5. Whenever Bumbet accept bets on suspended or closed in the Pre -Match Live markets, by mistake, will be able to cancel bets at any time and will not be responsible for them.
6. Unduly updated as winning bets due to technical failures may be canceled.
7. If an incorrect value is paid back to the user, Bumbet has the right to make the necessary alterations.

8. In case the name of a player or team are listed incorrectly on the site, Bumbet has the right to cancel all the bets related. In the event that a competitor or a team have been altered before they started the event, Bumbet may cancel all previous bets.
9. In the event that there is a suspicion of manipulation of results, bribery, among other actions affecting the integrity of the event, Bumbet will suspend the betting offer and may delay or withhold payments until the suspicion is confirmed. The tests may be based on the size, volume or pattern of bets received. The decision of the competent authority of the sport in question, if there is one, shall be final. If a customer has outstanding payments with BumBet for any reason, the Company has the right to withhold this money before making any payment to the user.
10. In case of violation of the rules or the format of a game (eg: unusual points count, different game format, etc.), Bumbet has the right to cancel any market.
11. Bumbet don't assumes the risk on the available and transmitted data. Bumbet will be not liable for any incomplete data, as well as the accuracy of the information of the results of live events.
12. For Live events, in case that the coverage of a game had to be suspended, all markets will be updated according to the official final result. If the result of a market is not officially verified, Bumbet could to cancel bets.
13. Bumbet recognizes only the results that were achieved during the event, subject to the confirmation by the regulatory body of that sport. Subsequent issues that may result in altering the outcome (eg: disciplinary action) will not be recognized by Bumbet, overriding the initial result.
14. All Pre -Match and Live bets and consider just the reglamentary time game for each sport or event, unless otherwise specified (eg: in basketball). Any time proration or criminal decision will not affect the final result, except where they were explicit in defining the relevant market.
15. When in a parlay one event is canceled, the bet will valid with the remaining events (the canceled event fee will be updated as 1.0). Or if one of the events was postponed, it will be imposed within 48 hours to be retaken. If the deadline to retake greater, the event will be canceled and the share of the game will be updated to 1.0 in the combined bet.
16. The user may not make parlay bets with related results in the same event, in case the result of a bet affects or is affected by the outcome of the other (eg results : Team A win a game and mark the first goal). If a bet like the example above is confirmed by mistake, it will be canceled. Parlay bets that combine selections from different events where the outcome of one affect the outcome of the other, nor be accepted and , if mistakenly were accepted , Bumbet has the right to cancel part or all of the bet.
17. For the resolution of bets, they will be used statistics provided by the official website of the competition or federation. When these statistics are not available in an official management, we use data from independent administrative agency to assist in the resolution of bets. In the absence of substantial evidence or if they were contradictory, bets will be settled based on Bumbet own statistics.

18. This website is not affiliated with, nor endorsed by, the National Football League, the National Basketball League, the National Hockey League, Major League Baseball or any of these leagues' member teams.
19. All fraudulent bets at Bumbet, made by individuals or groups connected to bookmakers, betting unions, or loaning money for bets, must be canceled. Balances related to these bets must be refunded to Bumbet. Those attempting to profit from balances or bonuses like a union will have all earnings withheld and won't receive related payments. Bumbet reserves the right to void any bet made to obtain extra money. Reverse betting, or wagering on both sides of an event for false qualification, is prohibited. Lastly, individuals under 18 are not allowed to place bets.

**Integrity of Sport.** We are committed to ensuring the integrity of sport and to participating in efforts to identify and eradicate match fixing. As such, notwithstanding any other term of the this Agreement, or any provision of the applicable Privacy Policy, by placing a bet or wager on the Website, you expressly acknowledge and agree that we at all times reserve the right in our sole discretion to report Irregular Betting Activity to such sports federations, regulators, agencies, commissions or associations (or their respective agents) as we deem appropriate ("Regulatory Bodies") in order to enable identification of irregular activity and to support appropriate investigations. "Irregular Betting Activity" means activity that, in our sole assessment, deviates from expected betting patterns and includes, without limitation: (i) an unusual and significant number of bets originating from the same geographic region or through linked accounts; (ii) a bettor continuing to place bets at any price in the face of a steady reduction in the applicable odds; and/or (iii) any other indicator or pattern assessed by us as indicative of potential match fixing. We shall use reasonable commercial measures to ensure that any information provided to Regulatory Bodies pursuant to this provision is subject to reasonable contractual non-disclosure provisions, and that all information or documentation shall be destroyed by such Regulatory Bodies when it is no longer relevant in connection with any ongoing investigation, enquiry or disciplinary process.

## LICENCES

1. You are hereby granted the following non-transferrable, revocable licenses ("Licenses"): (a) a license to view, use, print and download Content from the Website for your private personal use only; (b) a license to upload Postings to the Website for your private personal use only; (c) a license to download, install and use the Software and to play and participate in the Games for your private personal use only.
2. You acknowledge and agree that: (a) none of the Licenses are exclusive to you and you may not transfer your rights under any of them to anyone else; (b) we may revoke or terminate any or all of the Licences and any of your rights under any of them at any time and for any reason; (c) upon termination of any of the Licenses you must immediately cease participating in and playing the Games; delete the Software; remove any Postings; and destroy all Content that you have printed or downloaded.
3. Any rights not expressly granted in these Terms of use are reserved.

## YOUR OBLIGATIONS

Except as expressly set out in these Terms of use or as otherwise may be permitted by applicable laws, you undertake as follows:

1. Not to copy or reproduce the Content, Software or Games in any way or for any reason except with our prior written permission or where such copying or reproduction is incidental to normal use of the Content, Software or Games and consistent with the terms of the relevant License;
2. Not to make alterations to, or modifications of, or create derivative works using the whole or any part of the Content, Software or Games, nor to permit the Content, Software or Games or any part of them to be combined with, or become incorporated in, any other content, software or games;
3. Not to copy, reproduce, store or include any of the Content, Software or Games in any other website or public or private electronic retrieval system or service other than with our prior written consent;
4. To the extent that you have printed or downloaded any Content in accordance with these terms of use you agree: not to use any of the illustrations, photographs, images, video or audio sequences or any graphics separately from any accompanying text; and to ensure that our copyright and trade mark notices and any legends, displays and designations in connection therewith appear in all copies and reproductions;
5. Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
6. Not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Software nor attempt to do any such thing;
7. Not to provide or otherwise make available the Software (in whole or in part and including but not limited to program listings, object and source program listings, object code and source code);
8. Not to use the Software, participate in or to play the Games via any communications network or by means of remote access, except as expressly permitted in these Terms;
9. Not to use any of the Content, Software or Games for commercial purposes without obtaining a license to do so from us or our licensors; and
10. Immediately notify us by email to [support@bumbet.com](mailto:support@bumbet.com), if you suspect that the Content, Software or any Postings infringe the intellectual property rights of any other person.

## **OUR LIABILITY**

1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO THE

WEBSITE AND YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, WE AND OUR SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR USE OF THE WEBSITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) YOUR USE OF THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES WILL BE ACCURATE OR RELIABLE, AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS. WE FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES AND AFFILIATES, AND SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR: (I) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; (II) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (A) ANY CHANGES WHICH WE MAY MAKE TO THE WEBSITE OR SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES); (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES; (C) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; (D) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE LIMITATIONS ON OUR LIABILITY ABOVE SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
3. Without limiting any other provision hereof, you understand that by using the Services you may be exposed to Content that you may find offensive or objectionable and that, in this respect, you access the Website and use the Services at your own risk.

#### **UPLOADING OF POSTINGS**

1. We have the right to remove any Posting or other material you make or upload on the Website in our sole and absolute discretion.

2. You are prohibited from making or uploading any Posting or other materials on the Website and from transmitting or distributing to, from, or on the Website any Posting or Content: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, threatening, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained all necessary licenses and/or approvals; or (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, anywhere in the world, including, without limitation, Intellectual Property Rights; or (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or (e) which contains any advertising, promotion, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization;

#### **VIRUSES, HACKING AND OTHER OFFENCES**

1. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server(s) on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately and you shall immediately forfeit all amounts in your Account as liquidated damages incurred as a consequence of such attack
2. 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 the Website or to your downloading of any material posted on it, or on any website linked to it.
3. You may not: (a) use robot software, EPAs or any other program designed to simulate game play or to give you or allow you to gain an unfair advantage over other players. We will take any measures necessary to ensure that any such software or programs are detected.

#### **LINKING TO AND FROM THE WEBSITE**

1. The Website may include hyperlinks to other web sites or content or resources. We have no control over any web sites or resources which are provided by companies or persons. You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and we do not endorse any advertising, products or other materials on or available from such web sites or resources.
2. You acknowledge and agree that we shall not be liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising,

products or other materials on, or available from, such web sites or resources. We encourage you to be aware of when you leave the Website, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

## **GENERAL DATA PROTECTION LAW**

GDPL STATEMENT. Having come into effect on September 18th, 2020 – The General Data Protection Law (GDPL) sets new standards and regulatory/compliance requirements for every company that holds or processes personal data. Its primary aim is to allow individuals greater control over their personal data and strengthening the rights of those within Brazil.

Bumbet formally states that it will execute and achieve all GDPL requirements needed to be aligned with legal requirements.

### **1. Scope**

Bumbet has established the following three main areas of focus in order to be aligned with GDPL directives:

- Enhancing already established continuity management programs, processes and procedures in order to be compliant with GDPL requirements;
- Provide clear and transparent information on how personal data is gathered legally, making sure it is protected from misuse and exploitation;
- Provisions in assisting customers to better comprehend how to access their personal data and offer an easier way in opting in or out their details from mailing lists – while ensuring GDPL compliance.

Whether it be through industry-leading and security-certified infrastructure providers or high-level security data centers that successfully uphold the confidentiality of data and stored information - Bumbet is committed in providing its customers with a variety of solutions and offerings to support GDPL obligations – which include but not limited to:

- Ongoing and continuous monitoring of logged information;
- Prompt reporting to the relevant supervisory body if there has been the unlikely event of a data breach;
- Encrypted data protection through the use of operating equipment in accordance with GDPL standards;
- Account management practices that greatly assist in mitigating any potential risk or breach.

### **2. How do we protect your information**

Bumbet takes the security and privacy of your information to the upmost of importance and seriousness. Industry-standard security methods are used to ensure the safeguard of the information and data we collect. Once gathered, your information is stored securely and is restricted to only authorized individuals for access. Security measures in place include (but not limited to):

- Continuous monitoring or auditing of processes;
- Encrypted data when needed;
- Cyber security assessments for the prevention of potential cyber-attacks;
- Ongoing staff training regarding relevant security and privacy issues;
- Reasonable technical and organizational precautions implemented to prevent the loss, misuse or manipulation of stored information.

### 3. Your rights when you give your information

While Bumbet has your information securely stored – you are entitled to the following:

- You are entitled to correct and/or change information we have about you (we may request documentation as evidence depending on the request made);
- You are entitled to request a copy of certain information that we have about you;
- You are entitled to request the information we have about you to be transferred to another organization (we may request specific reasons depending on the request made);
- You are entitled to request removal from any or all marketing or distribution lists;
- You are entitled to request information we have about you to be removed and/or erased.

If for any reason Bumbet cannot honor any or all of the requests made by you, a communication will be provided with an explanation.

### 4. Declaration

The new General Data Protection Law strengthens the rights that residents of Brazil have over their data. As such, Bumbet recognizes that information and data laws are continuously evolving and will be subject to requirements and frameworks that are more robust.

Bumbet has not only invested in resources in order to be compliant with GDPL measures, we will continuously update and oversee data protection developments and measures to ensure that our processes and procedures are always up-to-date and according to standards.

### **CLASS ACTION AND AGREEMENT TO ARBITRATE**

This clause provides for the exclusive jurisdiction of disputes through individual legal action and supersedes any laws entitling the Player to participate in a class action. This class action waiver precludes the Player from participating in, or becoming represented, in any class or representative action regarding any claim brought under as a result of any agreement, including these Terms and Conditions and use of the Services and/or the Website. Even if applicable law(s) provide otherwise, the Player agrees that any legal action or arbitration against Bumbet whatsoever shall be litigated by the Player individually and not as a member of any class or as part of a class action, and the Player expressly agrees to waive authority to arbitrate claims on a class action basis. The Player agrees that this clause shall not be severable under any circumstances from the choice of law provision set forth in these Terms and Conditions.

In consideration for the offering of Services on our Website to you, you agree that all disputes arising under or in connection with these Terms and Conditions, or in respect of any legal relationship associated with or derived from these Terms and Conditions or your use of the Services provided on this Website, will be finally resolved by arbitration under Arbitration Rules of a qualifying global ADR Institution as to be selected by Bumbet and communicated to the Player once a claim is to arise.

**GOVERNING LAW** These Terms and Conditions shall be governed by, and construed in accordance with, laws of Curacao, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.



Bumbet nor any other company forming part of its affiliates cannot and shall not be liable for any complaint or claim filed or made on the basis of the laws of any other jurisdiction.

This Terms of Service were last updated on June 25 2021.