



IMPORTANT INFORMATION

Please ensure that You read and understand these terms prior to using the Service. Acceptance of these terms and conditions is a personal undertaking to be bound by these Terms. If you do not accept these Terms, please do not use Betika's Services. The terms contain important information about the legal agreement between You and Us and provide information about what other documents form part of our relationship with You.

In these Terms and Conditions ("hereinafter "**The Terms**"):

- Reference to "Betika" "We" "our" or "Us" is reference to Betika Malawi and or its successors in title and assigns.
- Betika Limited t/a Betika, is licensed and regulated by the Malawi Gaming and Lotteries Authority (MAGLA) under the Lotteries Act, 2023.
- Betika is a licensed trademark owned by Betika International Limited and operated by Betika Limited and/or its affiliates and group companies. Betika Limited is a company registered under the Companies Act (Chapter 46:03) and having its registered address registered office at Limbe Shopping Mall, Churchill Road. Limbe and postal address at P.O. BOX 1693, Blantyre, Malawi.
- Reference to "You" "Your" the "Player" or "Customer(s)" is reference to any person using the Service.
- Reference to "Applicable Laws" means all duly promulgated applicable state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, judicial or administrative orders, permits and other duly authorized actions of any government authority having the force of law in the Republic of Malawi as they may be issued and enforced from time to time.
- It is important that you read these Terms together with any other policy (including our Data Privacy Policy or any privacy policy we may provide on specific occasions when we are collecting or processing personal data about You so that You are fully aware of how and why we are using your Personal Data. These Terms supplement other policies and terms and is not intended to override them. We also recommend that you print a copy of these Terms for future reference.

1. INTRODUCTION

- 1.1. These Terms constitute a binding contract between You and Betika. These Terms apply to all services offered by Betika as described in paragraph 1.2. below.
- 1.2. The Service includes:

- Betika’s Website (www.betika.com) and any other remote product We may offer from time to time (“Website”);
 - Betika’s mobile application;
 - Betting and gaming services available at Betika Shops.
- 1.3. The Terms apply equally irrespective of whether the Service is accessed via telephone, desktop browser, mobile browser, mobile, tablet device, or any other available channel.
- 1.4. By using the Service (including visiting any element of the Service, by entering any details into the Service or by opening an account to access the Service), You agree that: -
- You have read, understood, and accepted these Terms;
 - You are bound by the content as specified in these Terms;
 - You are bound by the applicable rules relating to the games or products You are playing;
 - You are above the age of majority in the Republic of Malawi;
 - You are of sound mind and take responsibility for Your own actions and can enter into this contract with us, which is enforceable by law;
 - You have sought independent legal and tax advice before accepting these Terms;
 - You are responsible for complying with all Applicable Laws;
 - There is a risk of losing money and You accept full responsibility for such losses appreciating that our Service is a form of entertainment/pastime and not an investment;
 - You will only use the Service for lawful purposes and in a lawful manner;
 - You have not been excluded or self-excluded from the Service and similar services;
 - You have not sought the intervention of the National Lotteries Board or any other competent government authority for exclusion from accessing all gaming facilities and/or platforms;
 - You will only use the Service in compliance with Applicable Laws in Malawi;
 - You will not use the Service in any way which could be considered offensive. For purposes of this clause, **“Offensive Content”** means any content:
 - i. that is in breach of law, including obscene, pornographic, defamatory, or offensive messages, that can be construed as hate speech or which can reasonably be seen as causing the recipient to feel embarrassed, abused, ridiculed, humiliated, assaulted, harassed or offended;
 - ii. whose communication to the public would result in an infringement of third-party intellectual property rights or right to privacy;
 - iii. which promotes a prohibited substance or product;
 - iv. which promotes a product, substance, or service whose sale to minors is prohibited; or
 - v. which promotes a product, substance, or service whose promotion, advertising or marketing is restricted by law.
- 1.5. In addition, as part of these Terms, You agree to be bound by:
- The rules applicable to virtual sports, crash games any other products that may be provided from time to time. The rules are available in the “Legal” section of this Website; and
 - [The Privacy Policy](#) ;

2. AMENDMENTS TO THE TERMS

- 2.1. Betika keeps these Terms under regular review. Previous versions of our Terms can be obtained by contacting us at support.mw@betika.com. Betika reserves the right to update the Terms from time to time in order to address legal and regulatory changes, to incorporate changes in our business or the services offered, or to improve the clarity of the Terms.
- 2.2. All changes will be published on the Website. The most-up-to-date Terms will be available on the Website. If you continue using the Services after the date on which the Terms come into effect, you will be deemed to have accepted those changes.

3. ACCOUNT REGISTRATION

- 3.1. To register an account with Betika, You must be at least 18 years old. Betika reserves the right to ask for proof of age from any customer and suspend their account until satisfactory documentation is provided. You must keep your account registration details confidential and do not disclose the same to any third party. If You know or suspect that anyone other than You knows your username registration details or password, you must promptly notify Us at support.mw@betika.com.
- 3.2. Where an underage user is discovered, Betika reserves the right to close the account indefinitely. ALL funds deposited in such account will be forfeited. Betika shall also report the incident to National Lotteries Board, or any other relevant authority and the player shall suffer the consequences of such reporting.
- 3.3. We also reserve the right to disable your account and 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 these Terms.
- 3.4. As part of the registration process, You will be required to enter Your personal details which include Your mobile phone number. It is important that the personal data we hold about You is accurate and current. Please keep us informed if your personal data changes during your relationship with Us. Your personal data will be treated with the strictest confidentiality and will be processed and stored in accordance with our Data Privacy Policy the relevant Data Protection Laws.
- 3.5. We may need to request specific information from You to help Us confirm Your identity and ensure Your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact You to ask You for further information in relation to Your request to speed up our response.
- 3.6. We are required to make appropriate checks to verify your identity, and, in certain circumstances, the source of any funds deposited in your Account (“**Verification Checks**”). You authorize us to undertake the Verification Checks that we believe are required and agree to provide any information and evidence in respect of any details you have provided us when we request them. This may include certified ID, proof of address, passport, or bank statements.

- 3.7. You may not access the Services by means of another person's account. Should You attempt to access the Service by means of another person's account, We reserve the right to immediately close all Your accounts and bar You from future use of any of our Services.
- 3.8. You may not transfer Your account to any other player or third party.
- 3.9. You are required to keep Your registration details up to date at all times. If You change Your phone number or any other contact or personal information, please contact us in order to update Your account information in accordance with clause 3.4. Betika reserves the right to close the account when the information provided is deemed to be false or inaccurate.
- 3.10. We will only use Your personal data in accordance with the Applicable Laws and our Privacy Policy. We will get Your express opt-in consent before we share your personal data with any third party for marketing purposes.
- 3.11. You can ask Us or third parties to stop sending You marketing messages at any time [by logging into the website and checking or unchecking relevant boxes to adjust your marketing preferences or by following the opt-out links on any marketing message sent to You or by contacting Us at any time.
- 3.12. Where You opt out of receiving these marketing messages, this will not apply to personal data provided to Us as a result of a product/service purchase, warranty registration, product/service experience or other transactions.

4. ACCOUNT SECURITY AND PRIVACY

- 4.1. As you are responsible for all bets placed on your account, You must keep Your account access information ("Access Information") including Your username, password, account number or any other information used to access Your account secret and confidential. Betika shall not be held liable in such cases.
- 4.2. If there are sufficient funds in your accounts, all Bets will stand if your username and password have been entered correctly (whether or not authorized by You).
- 4.3. If, at any time, You feel that a third party may be aware of your Access Information, You should change it immediately via the Website. Please contact us if you are unable to make the changes.
- 4.4. Our Website may include links to third-party websites plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their terms and conditions and any applicable privacy statements. When you leave Our website, we encourage You to read the privacy policy of every website you visit.
- 4.5. You can set Your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of Our website may become inaccessible or not function properly.

- 4.6. Should you lose your account details or believe that someone else may have your Access Information, you should contact us using the contact details set out under clause 14.1 below.

5. DORMANT ACCOUNTS

- 5.1. Your account shall be considered dormant where it has not had any activity for six (6) months. Account activity is defined as the following: (i) making a deposit (ii) withdrawal or (iii) placement of a bet.
- 5.2. After the expiry of six (6) months, Betika reserves the right to close Your account and thereafter either refund the balance to You or where applicable deal with it in the manner provided for in law less any costs accruing thereon.

6. ACCOUNT CLOSURE

(BY PLAYER)

- 6.1. If You want to close Your account, You should inform Us in writing, by sending an email to support.mw@betika.com or by hand delivery to our office premises at **Limbe Shopping Mall, Churchill Road. Limbe.**
- 6.2. Any activity on Your account will remain Your responsibility up to the point of actual account closure. You are encouraged not to undertake any further transactions after your account closure request. We encourage you to reach out to the various professionals as listed in our responsible gaming policy if you suspect that you are addicted to gaming and may require assistance.
- 6.3. Any other requests (other than written requests) will not be considered, and you will be requested to send a **written** request after the request via telephone or other non-written means has been made.
- 6.4. Before you send your request for account closure, make a withdrawal of funds from your Betika wallet to your mobile wallet.
- 6.5. It is our policy not to close any accounts before all available funds have been withdrawn from the account or Betika wallet in question
- 6.6. Ensure that in your written request you have provided a copy of your **national ID, full name and the mobile number** used to register your Betika account. In your account closure request, you will need to **declare that the mobile number, which is a unique identifier for your account, is registered in your name by the mobile services operator;**
- 6.7. Where the withdrawal has been effected and all the above information and documentation has been received by Us, then the account may be suspended within a period of five (5) business days;
- 6.8. You agree to be diligent to ensure that the withdrawal has been made from Your Betika wallet and all the information and documentation above has been sent in full;
- 6.9. Should You wish to resume Your use of the Service, You will be required to open a new account in accordance with these Terms as amended from time to time.
- 6.10. We may withhold any outstanding balance or outstanding bet settlements in respect of Your account in accordance with the terms under Prohibited Acts as defined under clause 7 below, Errors and Palpable Errors as defined under clause 11 and 23 respectively following our review of your account activity.
- 6.11. We will endeavour to effect account closure requests within the shortest period from the date of receipt, during which period we will undertake due diligence on the account activity and make inquiries with mobile money service providers, and other relevant Government Agencies (altogether referred to as the "Background Checks"). This due diligence exercise applies to all account closure requests and may delay the turnaround time for effecting such requests.

(BY BETIKA)

6.12. Upon review of your account activity and confirmation of a breach of these Terms and Conditions, such as engaging in Prohibited Acts, we may suspend your account or permanently close it if:

- in our reasonable opinion, your continued use of our Services may lead to non-compliance with our obligations under the law; and/or
- if 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 behaviour equivalent to any Prohibited Acts or irresponsible gaming in relation to those other gambling services.

6.13. We may withhold any outstanding balance or outstanding bet settlements in respect of Your account in accordance with the terms under Prohibited Acts, Errors as defined under clause 11 and Palpable Errors as defined under clause 23 following our review of your account activity.

6.14. Following account closure, any stake, winnings, promotional bonuses, benefits, or prizes will be forfeited by You in accordance with these Terms and Conditions.

6.15. Before a customer's account is closed, Betika will:

- Investigate and confirm whether a Prohibited Act occurred;
- Once we determine a Prohibited Act has occurred, we will communicate it to the Customer and any gains or winnings received directly or indirectly as a result of the Prohibited Act, shall be forfeited;
- We will thereafter refund the customer's stake less any statutory deductions (such as tax) where applicable; and

6.16. In addition to any other remedy available to us, if we have reason to believe that you are in breach of the Terms, we shall be entitled to recover from your Account any positive balance up to the amount we reasonably claim against you.

7. PROHIBITED ACTS

7.1. The following acts ("**Prohibited Acts**") are expressly prohibited in relation to Your use of the Service and will constitute a material breach of the Terms and will invalidate all transactions where such Prohibited Acts occur:

- 7.1.●.1. use of the service when underage
- 7.1.●.2. fraud or attempt to defraud
- 7.1.●.3. money laundering (including where this is linked to terrorist funding)
- 7.1.●.4. involvement in collusion, match-fixing, or cheating of any kind
- 7.1.●.5. placing bets:

- which may breach the governing rules and Applicable Laws of the relevant sport or event in question
- which may jeopardize the integrity of the sport or event in question;

- on an event that has already occurred or there is a clear indication of the likely outcome
- on the basis of 'inside information' known to the customer and which is not in the public domain

7.1.●.6. any other criminal activity

7.1.●.7. bonus or promotional abuse

7.2. Where We have reason to believe that You (or Your account) are connected to Prohibited Act(s), or that You are in breach of the Terms of Your Agreement, We will have the right at our sole discretion in respect of any Betika account held by You to:

- refuse a bet or any part of a bet offered to us;
- void any accepted bets and withhold settlement (there may be other instances where we may void a bet as detailed under the specific sport/event in our rules, or otherwise as instructed by the appropriate regulator or authority);
- permanently close your account(s) and terminate this agreement;
- withhold all or part of your account balances or stakes (which will be deemed as forfeited by you);
- inform the applicable authorities and regulator and supply the relevant customer information.

7.3. We will not be liable for any loss or damage which you may incur as a result of any Prohibited Acts. You agree to cooperate in any investigation in respect of Prohibited Acts.

7.4. You agree to use the Service, including all features and functionalities associated therewith, in accordance with all Applicable Laws, rules and regulations, or other restrictions on use of the Service or content therein. You agree not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these terms and conditions) content and information contained on or obtained from or through the Service. You also agree not to: circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in the Service; use any robot, spider, scraper or other automated means to access the Service; decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Service; insert any code or product or manipulate the content of the Service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these terms or are engaged in illegal or fraudulent use of the service.

8. PROMOTIONAL OFFERS

8.1. The terms of these promotional offers will be clearly stated for each individual promotion. It is Your responsibility to ensure that these terms are read and fulfilled by You in order to qualify for the respective bonus, credit, or prize, and also to facilitate any subsequent redemption and/or withdrawal. All promotional terms are to be read in conjunction with these Terms.

8.2. Betika specifically retains the rights, at any time and without notice, to remove, alter or add to promotions, tournaments, or similar and related activities without liability to You.

- 8.3. We may from time to time offer special promotional offers (“Offers”). Offer eligibility is determined by Betika at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible.

9. SELF-EXCLUSION

For a few customers gambling might become a serious problem. We offer a self-exclusion option that can be easily implemented upon customer's request.

To self-exclude from accessing our products:

- 9.1. Please contact Customer Services via email: support.mw@betika.com and give clear written instructions of the self-exclusion measure, and the period of exclusion you would like implemented on your specific account.
- 9.2. Before you send your request for self-exclusion, make a withdrawal of funds from your Betika wallet to your mobile wallet.
- 9.3. It is our policy not to suspend or exclude any accounts before all available funds have been withdrawn from the account or Betika wallet in question.
- 9.4. Ensure that in your written request you have provided a copy of your national ID, full names and the mobile number used to register your Betika account. In your self-exclusion request, you will need to declare that the mobile number, which is a unique identifier for your account, is registered in your name by the mobile services operator.
- 9.5. Where the withdrawal has been effected and all the above information and documentation has been received by us, then the account may be suspended within a period of five (5) business days after all the Background Checks have been completed.
- 9.6. The customer ought to be diligent to ensure that the withdrawal has been made from their Betika wallet and all the information and documentation above has been sent in full.
- 9.7. Once the self-exclusion application is made by you, you are advised not to place any bets as that would rescind the existing application. Any running bets placed prior to self-exclusion applied will continue to be in place and any winnings will be credited into your account as soon as the event is settled.
- 9.8. Access to account and our games and services will be restricted throughout the self-exclusion period.
- 9.9. We will endeavor to effect self-exclusion requests within the shortest period business of their receipt, during which period we will undertake due diligence on the account activity and make inquiries with mobile money service providers, and other relevant Government Agencies. This due diligence exercise applies to all self-exclusion requests and may delay the turnaround time for effecting such requests.
- 9.10. Where we have many requests, for instance during peak seasons such as international football seasons, there may be delays in processing your application for self-exclusion. We encourage you, in any event, to engage the Responsible Gaming options and meet a counsellor to assist in your gambling journey.

Automatic lapse: Where 6 months lapse with no transactions in Your account, Your account will lapse automatically. The automatic lapse shall only be rescinded by any positive action to transact or place any bets using Your respective Betika account.

Once self-excluded, you will not be allowed to register a new account. Any request for a new account during self-exclusion period in force will be declined. Where a new account belonging to a self-excluded customer is detected, it will be suspended and closed immediately. Any transaction you undertake within the new account after existing account is self-excluded would be voided, may be considered a Prohibited Act under our General Terms and Conditions and stake returned and you will be notified accordingly.

At the end of the self-exclusion period requested by You, , the self-exclusion feature will remain in place and continue to be in force for a minimum of seven (7) years, unless you take positive action to gamble again by requesting the exclusion to be removed and/or the account to be re-activated.

You **MUST** contact Customer Services by email only after the period has expired in order to re-activate and to re-gain access to the account and be able to place bets. Any other requests (other than by email) will not be considered (You will be requested to send a written request after the request via telephone has been made).

Betika reserves the right to exclude a Customer for a longer period at our discretion. This may include instances where Betika is informed by legitimate sources (e.g., regulators or other authorities, authorized professional organizations, authorized medical professional etc.) that may warrant extension of a customer's self-exclusion period.

10. PLACING BETS

- 10.1. You can only place a bet if You have been duly registered with Betika and an account has been opened and assigned to You.
- 10.2. All bets are subject to the Rules for the relevant game set out In the “**How to Play**” Section of the Website.
- 10.3. Betika reserves the right to decline all, or part, of any bet requested at our sole and absolute discretion. All bets are placed at your own risk and discretion.
- 10.4. It is Your responsibility to ensure that Your bet details are accurate. Betika reserves the right to cancel any bet at any time.
- 10.5. Without limiting our discretion to refuse or limit bets at our discretion, You agree that We may void any bets in our absolute discretion if: -
 - 10.5.●.1. We suspect that You have engaged in any Prohibited Acts;
 - 10.5.●.2. You have breached any of these Terms;
 - 10.5.●.3. There is a technological error related to the Service or placing of Your bet;
 - 10.5.●.4. We are required to do so by any law or regulation.
- 10.6. Bets will not be placed if there are insufficient funds in your account.

11. ERRORS

- 11.1. Betika will not be liable for any errors in respect of bets including where:- (i) Betika has incorrectly stated the relevant odds/spreads/handicap/total amounts (ii) Betika incorrectly continues to accept bets on closed or suspended game or product; (iii) Betika incorrectly calculates or pays

settlement amounts; or (iv) any error occurs in a random number generator or pay tables included, incorporated or used in any game or product.

- 11.2. We reserve the right to void any winnings that were obtained as a result of hardware/software error or malfunction. We are not liable to You for any loss that You may incur as a result of such suspension or delay.
- 11.3. We are not liable for any downtime, server disruptions, lagging, or any technical disturbances or disruptions to the game play. We are not liable for any acts or omissions made by Your internet service provider or any third party with whom You rely upon to gain access to our Services.

12. FINANCIAL MATTERS AND PAYMENTS

Deposits

- 12.1. You may deposit money into Your Betika account either through Your mobile money wallet or over-the-counter at any Betika Shop.
- 12.2. You shall only deposit money in Your account for the purposes of You using such money to place bets or stakes on our platforms.

Betika shall be entitled to suspend or close Your account if Betika reasonably considers or has reason to believe that You are depositing money without any intention of placing bets.

- 12.3. By depositing funds with Betika You certify that the funds You deposit in Your account are not from an illegal source. You shall not use the Service for the purpose of transferring such funds from illegal sources. You will not use our Services for any illicit or fraudulent activity, or for any unlawful or fraudulent transactions. We reserve the right to suspend or close Your account at any time if We suspect that You may be engaging in, or have engaged in fraudulent, unlawful, or improper activity, including money laundering activities or any conduct which violates these Terms. If Your account is terminated or blocked for these reasons, We are under no obligation to refund to You any money that may be in Your account. In addition, We are entitled to inform relevant authorities of Your suspected unlawful, fraudulent, or improper activity.

Payments/Withdrawals

- 12.4. The “*Potential Win*” calculation available on the Website is for information purposes only, and all bets will be calculate using the stake/risk at the odds accepted.
- 12.5. We reserve the right to withhold payment and to declare bets on an event void if we have evidence that the following has occurred: (i) the integrity of the event has been called into question; (ii) the price(s) or pool has been manipulated; or (iii) match-fixing has taken place. Evidence of the above may be based on the size, volume or pattern of bets placed with us across any or all of our betting channels. Any decision made by us in this regard will be conclusive. If any customer owes any money to us for any reason, we have the right to take that into account before making any payments to that customer.
- 12.6. Winnings from settled bets are added to the balance of your betting account. Any funds/winnings credited to an account in error are not available for use and Betika reserves the right to void any transactions involving such funds and/or withdraw the relevant amount from your account and/or reverse the transaction either at the time or retrospectively.

- 12.7. We reserve the right to undertake reasonable diligence and Background Checks to verify the validity of any bets, wagers, or winnings as a precondition to paying out any wins or permitting player withdrawals.
- 12.8. You will incur the relevant mobile network carrier charges when using SMS services. The charges shall be communicated to you from time to time.
- 12.9. Any monies held in Your account shall **NOT** attract interest.
- 12.10. You are solely responsible for any applicable taxes on any stake, prizes and/or winnings that You collect from Your use of the Service over and above the taxes collected by us on Your behalf. We will deduct applicable taxes from any stake, prizes, or winnings prior to payment to You; as a result, You acknowledge and agree that any amounts You receive shall be net of such deductions.
- 12.11. Betika reserves the right to monitor any irregular activity. We further reserve the right to withhold any withdrawals and/or confiscate all winnings which We reasonably believe to be related to irregular activity.

13. INDEMNITY

- 13.1. You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents, contractors and suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses (including direct, indirect, or consequential losses), loss of profit, loss of reputation and all interest, penalties, costs and expenses including legal fees, arising out of any breach of the Terms by You or any other liabilities arising out of Your access and use of the Service (or by anyone else using Your access information and/or accessing Your account).
- 13.2. The Customer shall observe all Applicable Laws. Under no circumstances shall Betika be held liable or responsible for Your failure to adhere to all Applicable Laws. You agree that You will bear the results of any failure on Your part to adhere to the Applicable Laws.
- 13.3. Any breach of the Terms will be regarded as a material breach and entitles us to terminate our Agreement with You immediately. We may use monies in Your account to settle any liabilities We may incur as a result of any such breach.

14. COMPLAINTS

- 14.1. If You have a complaint or experience any difficulties, please contact our customer service center on support.mw@betika.com or by way of telephone number [+265 990 843 492](tel:+265990843492).
- 14.2. All written complaints will be processed and responded within fourteen (14) days of receipt of the complaint. We maintain records of complaints received and actions taken in response to the complaints.
- 14.3. If after our internal process has been fully exhausted, You remain unsatisfied as to the outcome of Your complaint, You have a right to escalate this complaint to the National Lottery Board

- 14.4. Any claim or dispute with regard to: (i) a Transaction; and/or (ii) a game you have played using the services, must be made within six (6) years from the date of that Transaction or gameplay. We reserve the right not to accept claims or disputes made after that six (6) year period.

15. WARRANTY DISCLAIMERS

- 15.1. The Service is provided 'as is' and we make no warranties or representations, whether express or implied (whether by law, statute or otherwise) including but not limited to implied warranties and conditions of merchantability, non-infringement, satisfactory quality, fitness for a particular purpose, or compliance with Applicable Laws and regulations.
- 15.2. The entire risk as to the use, quality and performance of the Service is Yours. We make no warranty that the Service will meet Your requirements, be uninterrupted, timely, secure, or error-free. We also make no warranty that defects will be corrected or that the software or server that makes the Service available is free from viruses or bugs. We make no warranty or representation that the full functionality, accuracy, and reliability of the Service as to results or accuracy of any information obtained by You.
- 15.3. Betika reserves the right to suspend, modify or remove or add to our Website any games or software at our sole discretion with immediate effect and without notice. Any stakes placed on games or products affected by changes in software and games will be refunded immediately to the customer. Betika shall not be liable to customers for any anticipated loss of winnings suffered resulting from any changes or modification or suspension or discontinuance of the Service and shall have no claims against Betika in such regard.
- 15.4. We do not take responsibility for computer malfunctions, failure of telecommunications service or Internet connections nor attempts by You to participate in games by methods, means or ways not intended by us.
- 15.5. We cannot guarantee that the Service will never be faulty, but We will undertake efforts to correct reported faults as soon as We reasonably can. If a fault occurs, You should report the fault by e-mail or in writing to our customer service center.
- 15.6. Although We shall take all reasonable measures to ensure that the Service is free from computer viruses, We cannot and do not guarantee that the Service is free of such problems. It is Your responsibility to protect Your systems and have in place the ability to reinstall any data or programs lost due to a virus. In addition to this, it is Your responsibility to ensure that You keep in safe custody all devices and log-in credentials used by You to access Our Service(s) to prevent any other person from accessing Our Service(s) using Your device(s) and/or log-in credentials.
- 15.7. We may temporarily suspend the whole or any part of the Service for any reason at Our sole discretion. We may, but shall not be obliged to, give You as much notice as is reasonably practicable of such suspension. We will restore the Service, as soon as is reasonably practicable, after such temporary suspension.

16. INTELLECTUAL PROPERTY

- 16.1. The Intellectual Property Rights referred to under these Terms generally include, but are not limited to; patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 16.2. All Intellectual Property Rights in the Services (including in the content of the website and mobile application and the software) arising in connection with this agreement shall be the property of the Betika.
- 16.3. The Service is intended solely for personal and non-commercial use by You. In any event, no one is authorized to copy, modify, tamper with, distribute, transmit, display, reproduce, upload, or otherwise alter the content of our Service(s).
- 16.4. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from Us or our licensors/affiliates.
- 16.5. If you print off, copy, download, share or repost any part of our website in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 16.6. You shall not conduct, facilitate, authorize or permit any text or data mining or web scraping in relation to our website or any Services provided via, or in relation to, our website. This includes using (or permitting, authorizing or attempting the use of):
 - a) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor or republish any portion of the website or any data, content, information, or services accessed via the same.
 - b) Any automated analytical technique aimed at analyzing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

17. THIRD PARTY CONTENT

- 17.1. Betika receives feeds, commentaries, and content from a number of suppliers. Certain third-party product providers may require the Customer to agree to additional Terms and Conditions governing the use of their feeds, commentaries, and content. If the Customer does not accept the relevant third-party Terms and Conditions, the Customer acknowledges that he/she may not use the relevant feeds, commentaries, or content.
- 17.2. Betika does not accept any liability in respect of third-party feeds, commentaries, and content.
- 17.3. Where links to third party resources appear on our Services and/or any other media/electronic platform, these links are provided for the information of the Customer only. Betika is not responsible and has no control over the content of third-party Websites sites or services offered therein, does not make any representations

regarding the content or accuracy of materials on such third-party Websites and will accept no liability for any direct or indirect loss or damage that may arise from the access or use of the information provided therein by the Customer. The inclusion of a link to a third party does not constitute an endorsement of that third party's product or services (if applicable)

18. OUR LIABILITY

- 18.1. We do not guarantee that Our site will be secure or free from bugs or viruses.
- 18.2. You are responsible for configuring Your information technology, computer programmes and platform to access our site. You should use Your own virus protection software before and during your access to our Services.
- 18.3. The Website and the Service (including all material and information displayed on or via the Website and the Service) are provided without any guarantees, conditions, or warranties as to their accuracy. Save where otherwise set out in these Terms and Conditions, and to the extent permitted by Applicable Law, We, the Software Provider, and any of our or their affiliates and related parties, hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law, or the law of equity; and We exclude all liability for:-
- any error made due to the input of incorrect information by You;
 - any fraud, deception, or misrepresentations by You;
 - our decision not to accept a deposit from You;
 - any delay in receiving or accepting a deposit by Us or withholding a withdrawal by us for the purpose of conducting identity verification procedures;
 - use of Your Account for purposes that may be considered illegal under Applicable Laws;
 - any transactions on Your Account which are conducted after the correct entry of Your username and password (or other log in credentials), including any actions or transactions by an individual that uses Your username and password (or other log in credentials). This includes authorized or unauthorized access of Your Account;
 - any unauthorized interception or use of data relating to You or Your Account;
 - any inability to use or access Our Service(s) for any reason;
 - any cause over which We do not have direct control, including problems attributable to computer hardware or software (including computer viruses and including the Software), data transmission systems, telephone or other communications, or internet service providers;
 - the loss of any transactions caused by the loss or malfunction of any communications device used by Yourself or any entity relaying information between You, us, or any other payment solution company;
 - the accuracy, completeness or currency of any information services provided (including, without limitation, prices, runners, times, results, or general statistics) or any live scores, statistics and intermediate results shown on Our Services;
 - any undelivered e-mail communications;
 - the quality or availability (or lack thereof) of Our Services;
 - any results of any acts of government or authority or any force majeure event;
 - any losses that were not foreseeable to both parties when the contract between You and Betika was formed;
 - any losses arising from Your breach of these Terms and Conditions;

- any losses which are not caused by a breach of these Terms and Conditions on our part;
- business losses;
- the defamatory, offensive, or illegal conduct of any other customer;
- any loss whatsoever arising from the use, abuse, or misuse of Your Player account or any of Our products and Services and the corresponding Website;
- any loss incurred in transmitting information to the Website by the internet or by e-mail;
- any failure on our part to interact with You where We may have concerns about Your activities

19. YOUR LIABILITY

19.1. You agree to fully indemnify, defend and hold us (and our affiliates, employees, agents and/or partners) free from any claims, liabilities, costs, damages and expenses (including legal fees) that may arise as a result of:

- Your breach of these Terms; and
- Unauthorized access and use of Our Services by You or by anyone else using Your username and password and any other log in credentials. You must not misuse Our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Electronic Transactions Cybersecurity Act 2016. 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 our website will cease immediately.

20. MISCELLANEOUS

20.1. Force majeure

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- acts of God, flood, drought, earthquake, or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical, or biological contamination or sonic boom;
- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary licence or consent;

- collapse of buildings, fire, explosion, or accident; and
- interruption or failure of utility service.
- Provided it has complied with this agreement, if a party is prevented, hindered, or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- The Affected Party shall:
 - as soon as reasonably practicable after the start of the Force Majeure Event, but no later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
 - If the Force Majeure Event prevents, hinders, or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving thirty (30) days written notice to the Affected Party.

20.2. Waiver

- A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20.3. Entire Agreement

These Terms and Conditions, including any document expressly referred to in them, represent the entire agreement between You and Betika and replace any prior agreement, understanding or arrangement between You and Betika. Both parties acknowledge that neither party has relied on any representation, undertaking or promise made by the other except as expressly stated in these Terms and Conditions.

Where there is a conflict in any of Our Terms and Conditions, including but not limited to promotional offers, these General Terms and Conditions will apply.

20.4. Transfer of Agreement

- We may at any time assign or transfer any or all of our rights and obligations under these Terms and Conditions. In particular, We may assign or transfer our rights and obligations to any purchaser of all or part of our business. We may also subcontract or delegate in any manner any or all of our obligations under these Terms to any third party or agent.
- These Terms are personal to You and You may not assign, sub-license or otherwise transfer in any manner whatsoever any of Your rights or obligations under these Terms and Conditions.

21. Notices

- 21.1. You agree to receive communication and notices from Us. Communication and notices will be posted on any of our channels as decided by Us from time to time. All communication in electronic format will be considered to be "in writing" and to have been received, no later than five (5) business days after posting or dissemination. , whether or not You have actually received or retrieved the communication. We reserve the right, but assume no obligation, to provide communication in paper format.
- 21.2. Any notices required to be given in writing to us or any questions concerning these Terms & Conditions should be addressed to support.mw@betika.com.

22. Alteration of The Website

Betika may, in our absolute discretion, alter or amend any product or service (including any prices offered) available through the website (www.betika.com) 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.

23. Governing Law and Jurisdiction

- 23.1. These Terms and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Terms or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Malawi.
- 23.2. Any dispute arising between You and us out of or in connection with these terms and conditions shall be first settled through negotiation between the parties, failing which the dispute shall be referred to arbitration by a single arbitrator to be appointed by the parties, or in default of such agreement, the President of the MLS (Malawi Law Society) who shall within ten (10) Business Days, upon the application of the aggrieved party, appoint an arbitrator and the decision of the arbitrator shall be final and binding on both Parties.
- 23.3. However, this shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

24. Palpable Errors

- 24.1. While every effort is made to ensure there are no errors or omissions in respect of our products and services, the nature of human error or system problems means such circumstances may arise. A non-exhaustive list of "obvious errors" is outlined below:

- Odds or terms of either: a bet or game wager have been misquoted as a result of human error (for example, information being inputted incorrectly, games being set up incorrectly) or due to computer malfunction;
 - A bet is accepted at a price or game wager condition which is significantly different from those available in the game or product at the time the bet was placed;
 - In the context of normal betting business, and the probability of the event occurring, a bet is accepted at a price which is obviously incorrect;
 - Bets have continued to be accepted on a game which should have been suspended, or the game has already closed, or has been postponed, which are sometimes referred to as "late bets";
 - The amount of winnings, returns or promotional benefits or bonuses paid to you are miscalculated as a result of human error or computer malfunction;
 - Where winnings are so obviously incorrect or materially different to those available in the game or product that this is a clear error or omission e.g., the price is recorded as 100-1 or the margins for handicap betting have been reversed;
 - An error has resulted from Prohibited Acts;
- 24.2. In accordance with product rules, where a bet or game wager should not have been accepted, we reserve the right (and at our sole discretion) whether, before, during or after bet placement and its corresponding resulting to:
- Cancel the bet or game wager and either:
 - Correct the error on the bet or game wager placed and resettle the bet at the correct price or terms which were (or should have been) available to Us when the bet or game wager was placed; or;
 - Void the entire bet or game wager if any odds within that bet or game were clearly incorrect;
 - Declare the bet, or game wager void and return the stake to Your account where correction is not reasonably practicable.; and
 - Take any further reasonable steps and actions deemed necessary by Betika to remedy the error, loss, or damages that Betika stands to suffer as a result of an error leading to an incorrectly accepted bet, or game wager.
- 24.3. If funds are incorrectly credited to your account as a result of an error or omission (or otherwise any sum is incorrectly credited to your account):
- You are obligated to notify us as soon as reasonably possible and in any event in no more than four (4) days;
 - We reserve the right to deduct or reverse any incorrectly applied funds from your account. Where such funds have been withdrawn by You, We may demand that you make a full refund to Us and may take other recovery measures such as automatically debiting Your account whenever it has a positive balance.
- 24.4. If you use incorrectly credited funds to place bets, we reserve the right to void all such related bets and reverse any winnings.
- 24.5. If incorrect stakes are deducted from your account:
- You are obliged to notify us as soon as reasonably possible and in any event in no more than four (4) days;
 - We reserve the right to void all such bets or game wagers and reverse any winnings;
 - If bets are placed using winnings related to bet(s) on which incorrect stakes were deducted, we reserve the right to void such bets or game wagers placed and reverse any winnings.
- 24.6. In respect of any reversals, if no such funds are available in your account to make good any funds deficit resulting from the reversal (for example, where the funds have been withdrawn by you), we reserve the right to recover such funds from you (with interest at market rates) on demand. If necessary, we are permitted to off-set any subsequent amounts you deposit or win with us to make good this liability.
- 24.7. Errors relating to Prohibited Acts will be handled in accordance with clause 11 of these terms.

24.8. We shall not be liable for any loss of winnings (or other loss) following errors or omissions by us or you.