

I. GENERAL TERMS AND CONDITIONS

Version 3: Effective 09.06.2020

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1. These general Terms and Conditions (“Terms of Use”) shall apply to all aspects of use of the website www.bet9ja.com (the “website”), the betting Account and the gaming and gambling products and services operated by KC Gaming Limited (“Bet9Ja”) (a company duly organized under the laws of Nigeria, with business registration RC 1035305) via the website
2. Bet9ja shall offer betting services through various channels not limited to POS, SMS, USSD hereon referred to as ‘the service’.
3. By using the service you are bound by these General Terms & Conditions together with any other terms conditions that may be applicable for a specific type of service or product we make available, game rules, any terms and conditions and/or rules applicable to the bonus promotions, rewards programs, special offers or any other promotions that may be made available on the website.
4. “User” and “Customer”, “You” and “Your” refers to you, the person accessing the Service and accepting the Terms of Use. Whenever the Customer uses any of the services and/or performs any activity under the betting Account, including participation in the promotional offer, the Customer agrees to be bound by these Terms of Use.
5. The Terms Of Use contained herein represent the complete, final and exclusive agreement between the Customer and the Company and supersede and merge all prior agreements, representations and understandings.
6. By using the service the Customer confirms that he/she has reached the age of 18 or such legal age as he/she must have reached under the laws governing betting that are applicable to him/her. Irrespective of national regulations concerning the legal age, however, Bet9ja does not accept any Users under the age of 18 and applications from any form of incorporated or unincorporated legal entity. Bet9ja reserves the right to verify any Customer’s statement of age and status, and to exclude Customers from its services, if there are any doubts regarding the attainment of the minimum age required or applicant’s identity. Any Customer using our services, who is identified as underage or who has registered an account with the false information about their identity or status, shall have all his winnings forfeited and his/her

(betting) account (hereinafter referred to as the "Account") shall be blocked immediately.

7. Non-Commercial, non-professional purposes: the Customer's interest in using the service is of a personal nature, and is to be used purely for personal entertainment. Any commercial and professional interest is discarded.
8. Bet9ja does not warrant the constant availability and functionality of all or any products offered by Bet9ja. Bet9ja may not be held liable and will be held harmless by the Customer for any damages, losses, costs, loss of profits or any other disadvantage a Customer may incur in connection with any disconnection from or the non-availability of any of the products offered by Bet9ja for whatever reason.
9. Bet9ja cannot be held liable in any case for any damage or loss caused directly or indirectly by the service or by its contents or by the contents provided by a third party, unless they are based on intentional or gross negligence.
10. Bet9ja shall not be liable if the Customer is unable to place a bet due to congestion on the sms system or any other electronic communication media used for the purposes of betting.
11. All indicated dates and times are based on WAT (West Africa Time) unless stipulated otherwise.
12. Any exception to the existing Terms of Use will be communicated in written form to the Customer. Any verbal statement made by Bet9ja employees or affiliates will not be considered in case of a dispute.
13. The betting contract, as well as any other legal relationship between the Customer and the Company, for every circumstance not regulated by the Terms of Use, is subject to Nigerian laws.
14. The betting service is available in Nigerian Naira (NGN) only.
15. The Customer agrees that the Company may use the name, town/city of residence and/or the image of the Customer for publicity or our own promotional material. The Company may contact you to provide such material and funds may be temporarily withheld until such time the requested material has been received. The Company would only seek this material in the event of a large (in excess of NGN 1 million) win on any of the Company's products or competitions. The Company would always make every reasonable attempt of contacting the Customer before using/requesting such material (reasonable is defined as three attempted contact attempts by telephone, e-mail or text message).

II. AMENDMENTS TO THE TERMS OF USE

1. The Terms of Use can be changed at any time by Bet9ja at its own discretion. All changes will become effective on their publication on our website.
2. If you consider any amend carried out to be intolerable, you may cease using the service.
3. The continued use of the Service after the date when the Terms of Use are meant to come into effect will correspond to a complete acceptance of the revision performed, whether or not the changes have been acknowledged.

III. MANAGING AN ACCOUNT

1. Each Customer who wants to have access to services and products offered by Bet9ja must open a betting Account. By opening a Bet9ja account and by placing a bet, the User warrants that he/she has reached the minimum legal age for participation. In addition by opening a Bet9ja account and by placing a bet, the User confirms that he or she retains the legal capacity to enter into an agreement with the Company. If one of these conditions is not respected the User's account will be closed and all other necessary measures will be implemented.
2. As you are aware, the right to access and/or use the Website (including any or all of the products offered via the Website) may be illegal in certain countries (including, for example, the USA). You are responsible for determining whether your accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you attest that gambling is not illegal in the territory where you reside. The website does not constitute an offer, solicitation or invitation by Bet9ja for the use of betting or other services in any Countries where such activities are deemed to be illegal. Each person should ensure that he/she would be acting legally in the Country where he/she is located while accepting the terms of Use as an individual Customer of Bet9ja and betting through the website.
3. It is prohibited for Customers to buy, sell or transfer accounts to other Customers.
4. When a new account is opened the Customer is responsible for the accuracy and up-to-datedness of all the personal information and contact details provided, including name and date of birth, address, telephone number and e-mail address. Bet9ja reserves the right to close the Account when the information provided is deemed to be false or inaccurate.
5. All personal data is stored in the database of the company and will not be passed on to third parties unless recurring the terms set out in the Privacy Policy Section. Bet9ja reserves the right to relay suspected offender's saved details to sporting bodies, authorities or any other third party, which deals with the investigation of

offences concerning match or price manipulation. (for our Privacy Policy, please visit the specific section).

6. Every Customer may only open one account with us. Bet9ja retains the right to close the betting account of any Customer who has opened multiple betting accounts under his/her name or under different names. If we have reasonable grounds to believe that multiple betting accounts (also under different names) have been opened with the intention of defrauding the Company, we retain the right to cancel any transaction related to the said fraud attempt.
7. After opening an account the Customer must keep username, password and/or account number a secret. All transactions where your username and password and /or account number have been entered correctly will be regarded as valid whether or not they have been authorized by the registered Account holder. Any account registration will be subject to KYC processes. The Company shall not be liable for any claims in the event that the Player gives away, tells, shares or loses his/her username, password or account number.
8. The Customer is entitled to apply for the closing of his Account whenever he/she wishes by requesting it to the Customer Service in written form. The effective closure of the Account will correspond to the termination of the Terms of Use. In case the reason behind the closure of the Account is related to concerns about possible gambling addiction the Customer shall indicate it.
9. In accordance with the legal period of warranty requested by law all the personal details saved in our system will only be deleted at your express request after the expiration of the respite period of seven (7) years.
10. A closed Account may be reopened when requested by its owner and granted by the Company. In such circumstances, he/she will be subject to the Terms of Use that are in force at the date of the re-opening.
11. Bet9ja retains the right to exclude Users from his services at its discretion. In this case we will refund the residual credit balance in the Account using the same payment method provided upon registration, or any other payment methods adopted subsequently by the customer upon their appropriate verification. If the Account has been closed due to an infringement pursuant to the Terms of Use or to a prohibited behaviour leading to collusion, Fraud or whatsoever Criminal Activity, the residual credit balance may be forfeited. The same procedure will be applied to open bets that result in winnings.

12. The Customer shall not transfer or sell its betting Account and/or acquire betting Account of another user.
13. If a Customer does not access his Account by "logging in" using his Account name and security details for any period of six calendar months, his account shall be deemed to be "Inactive".

IV. DEPOSITS AND WITHDRAWALS

1. The Customer has the possibility to increase the credit balance of his Account with one of the payment methods made available by Bet9ja. The Customer warrants that he/she shall not use the payment methods that belong to any third party. Any deposits that are subject to the bonus promotion offer will be regulated by the bonus promotion rules and may not be available for withdrawal. The Customer can withdraw the available credit balance of the Account using the same payment method provided upon registration, or any other payment method adopted subsequently by the customer once the full and appropriate verification has been completed.
2. Withdrawals will be remitted only to the same account from which funds paid into the player's account originated subject to the payment providers' restrictions. No withdrawal will be authorized if it appears to be linked with transactions predominantly performed with the purpose of allowing the transfer of money from one payment method to the other.
3. In order to perform any transaction, Bet9ja may undertake any such verification checks as may be required by ourselves or by third parties (including, but not limited to, regulatory bodies) to confirm the legal ownership and the origin of the money implicated, the identity of the applicant and to comply with the relevant Anti Money Laundering Provisions. Bet9Ja may suspend the availability of any withdrawal method and/or the withdrawal function available in your account until the completion of the verification checks in relation to the validity of any of the documents you send and, in some limited circumstances, suspend any activity of your account it may deem necessary should it have reasonable grounds to suspect or establishes the prohibited or illicit activity.
4. In order to withdraw your money, you will be requested to send us a copy of your ID (front/rear). Whenever a transaction is made through bank transfer, credit card or electronic wallet, the first withdrawal request will be processed only after a security check has been performed and/or in any other circumstances bet9Ja may deem necessary (for example, large sum withdrawals). In such instances you may be

required to supply any or all of the following documents together with the ID, in order to comply with our security policies:

- In case of credit card transactions, a copy of both sides of the card used to make the payment duly signed by the owner;
 - A copy of an official document (bank statement, debit card statement etc.) showing your billing address;
 - Any other document that may be relevant in order to complete the check.
- Full compliance with our requests will speed up the verification process.

5. All withdrawals from betting accounts will be subject to audit before being processed. If the audit shows that the Customer has violated the provisions of the Terms of Use, Bet9ja may reclaim any bonuses or winnings previously attributed.

6. Payouts handled manually through an ordinary bank transfer are processed within 5 banking days. Bet9ja does not accept any liability for any delays which may be due to the payment provider. As an alternative, withdrawals to e-wallets such as Neteller, Skrill Moneybookers etc. are usually processed within 24 hours from the request.
7. The Customer agrees not to attempt any charge-backs, reversals or otherwise cancel any deposit previously made in his/her Account. Whenever any such event should occur the Customer commits to refund Bet9ja for the unpaid deposits and for possible expenses resulting from the recollection of the misplaced money.
7. The Account is a deposit holding facility, current or savings account or any other financial product, shall not generate interest and the deposits are made into the Account for the purposes of genuine play. Bet9ja is under no obligation to repay money to the Customer as his/her debtor.
8. Bet9ja reserves the right to limit or to refuse bets.

V. LEGAL USE OF THE WEBSITE AND OF ITS COMPONENTS

1. Under no circumstances shall the Website be used for any purpose different from personal entertainment without our express consent. Bet9ja is not liable for any attempts to use the services offered by means or ways not intended by us.
2. All Trademarks, Domains, Terms of Use, Logos, Images and any other material used by or in Bet9ja's products (Ex. graphics, pictures, text etc.), as well as any other content or underlying idea that can be found within our Website, are owned by Bet9ja and protected by copyright in their entirety and may not be modified, reproduced and redistributed, in whole or in part, without Bet9ja's express previous written permission. All necessary legal actions will be undertaken in order to ensure compliance to this policy.

3. Any action aimed to interfere with the normal functioning of the website including, but not limited to, releasing or propagating viruses, worms or logic bombs or similar is strictly prohibited and will be pursued to the fullest extent permitted by law.
4. The repeated placement of the same bet may be considered as an attempt to elude our controls and may result in the voidance of the repeated bet(s) as well as in the closure of the game account, even after said bets have been settled.
5. Bet9ja reserves the right to restrict access to certain parts of the Website and to certain services offered, including, but not limited to Live Betting, Live Chat and Internal Messaging system.
6. Bet9ja may at any time and without previous notice, remove or amend any product offered via the Website, as well as alter available prices where such alterations do not affect bets already in progress.
7. Bet9ja may provide its Customers with software designed internally or by third parties in order to optimize the functioning of the Website or to benefit from additional services. This may entail the changes to these Terms of Use subject to the provisions of Clause II. You shall not interfere with, modify or reverse engineer any components of the website and/or any of the services made available on the website
8. Bet9ja is not liable for any possible IT failures caused by the electronic equipment used by the Customer while accessing the Website or for faults due to the internet service provider used by the Customer while accessing the Website.
9. Bet9ja also assumes no liability for correctness, completeness or up-to-dateness of the information services provided neither for the accuracy of livescores, statistics and intermediate results available in our website.
10. If Bet9ja reasonably believes, at its sole discretion, that you have breached these Terms of Use, including any of sports or game rules and terms and conditions applicable to any specific functionality, bonus or promotion, or there has been unusual activity on the Account, or for any legal reasons, Bet9ja may:
 - (i) suspend your Account for up to 90 days; and/or
 - (ii) restrict you from withdrawing funds from your Account and/or making deposits and/or placing the bets; and/or
 - (iii) prevent you from accessing your Account; and/or
 - (iv) terminate your Account.

Bet9ja may require you to provide any additional information that is necessary to conduct an investigation and/or verify your compliance with these Terms of Use (including an identification documentation and/or documentation from your payment provider).

Bet9ja may notify you of the Account suspension using the email address registered under the Account or via online pop-up notice when logging into your Account, provided such notification will at no time be a pre-condition for any suspension or termination of the Account as the case may be.

Bet9ja will address the issue that has given rise to the Account suspension as soon as may be reasonably practicable and the Account and/or any specific suspended functionality will be either re-activated or terminated.

VI. LINKING TO OUR WEBSITE AND FROM OUR WEBSITE

1. The Customer may link to our home page, provided he does so in a website owned by him/her, and in a way that is fair and legal and does not damage our reputation or take advantage of it. Links may not be established in such a way as to suggest any form of association, approval, sponsorship or endorsement on our part without our express written consent.
2. Where our Website contains links to other websites and resources provided by our partners or other third parties, these links are provided for information only and we do not make any representations regarding the accuracy and reliability of contents available on such third party websites. We have no control over the contents of those websites and therefore accept no responsibility for them or for any loss or damage that may arise from their utilization.

VII. BONUSES / PROMOTIONS & REWARDS

1. We may make available on the website the bonus offers, promotions or reward programs. You can find more information on the website, in your Account or our help pages.
2. Your eligibility for the offer or promotion and/or participation in the rewards program will be subject to the terms and conditions for the respective bonus offer, promotion or rewards program available on the website at all times.
3. Bet9ja reserves the right to deny admission or to terminate admission to any of the bonuses, promotions and/or special offerings, as well as to modify, suspend or discontinue their validity at its sole discretion and without informing the Customer.

VIII. TRANSFER OF FUNDS BETWEEN BETTING ACCOUNTS

1. You may transfer the funds from your betting Account to another betting Account according to the terms of this Section VIII (the “Transfer of funds” or “Transferred funds”) and subject to the limits available [here](#).
2. Transfer of funds is permitted between the betting Accounts only and cannot be withdrawn by the receiver. Bet9Ja reserves the right to request proof of identity from the sender and/or the receiver at any time for any reason.
3. The entire amount of the Transferred funds must be wagered at least 1x, at odds of 1.5 or more on sports (live, pre-match or zoom) or on Bet9ja League, Bet9ja races, Bet9ja Play, Virtual or on any casino play, before it can be withdrawn. No portion of the Transferred funds may be used to obtain or contribute towards a bonus or promotion.
4. Once confirmed, the Transfer of funds cannot be reversed to the sender or cancelled. The receiver may return the entire amount of the Transferred funds or part of it to the sender.
5. Provisions of Clause III (6) and Clause III (11) apply to the Transfer of funds.

IX. COMPLAINTS AND SUGGESTIONS

1. If you wish to make a complaint or a suggestion regarding the Company, the Website or the services offered, as a first step you should contact our Customer Services or send us an email through info@mybet9ja.com. As second step, the complaint shall be assigned to an advisor that will manage to provide you with the appropriate response. Save as provided further under clause ‘3, should the complaint not be resolved as expected by you, a response shall be provided to you through internal message or email by the Customer Service Advisor who will report the final decision to you.
2. All claims and suggestions should be forwarded to the Customer Service in written form via internal message, fax, mail or e-mail. No complaints with regard to the acceptance, settlement or resettlement of a bet will be heard by us if they are not raised through our Customer Services within 30 days from the event occurrence which the bet related to occurred.
3. Offensive or rude language, as well as malicious or damaging comments, will not be tolerated while contacting our staff or while discussing our products and services in any media, social network or forum. Any infringement of this policy will result in a suspension of the Account or in every additional action as may be required in order to ensure compliance.

X. WAIVER

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

XI. SEVERABILITY

1. If any provision of these Terms of Use is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.
2. In such instances, the part declared invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, Bet9ja's original intent.

XII. RESPONSIBLE GAMING

1. We believe in Responsible Gaming and take our responsibility in this matter seriously. Gambling should be an exciting pastime, and we urge our Customers to have fun, but not bet beyond their means. Bet9ja is committed to endorsing responsible wagering among its Customers as well as promoting the awareness of problem gambling and improving prevention, intervention and treatment.
2. We undertake any effort in order to ensure your pleasant online gaming experience while playing in Bet9ja, keeping full awareness of the financial harms associated with problem gambling. With regard to the purposes pointed out herewith, we do strongly suggest our Customers to try keeping clearly separate gambling from his/her daily activities; try establishing affordable deposit limits; try considering the lasting time of each gambling session before its commencing; not to understand gambling as an alternative source of income or a way to recoup debit;
3. At any time the Customer may request to our Customer Service temporary or permanent self-exclusion from part or all of our services as well as the closure of his/her account. We will use all our reasonable endeavours to ensure compliance with self-exclusion; however you accept that we are not liable if you manage to bypass our security measures in circumstances which are beyond our reasonable control.

4. The Customer may as well request to our Customer Service to activate deposit limits on his/her account, or to modify the existing ones. Bet9ja provides its users with the facilities to set their own limit on deposits on a daily, weekly or a monthly basis. We will use all our reasonable endeavours to ensure the effective enforcement of the deposit limits; however you accept that we are not liable if you manage to by-pass our security measures in circumstances which are beyond our reasonable control. Revocation of previously self-imposed limit shall come into effect only after seven days after the Company has received the request of Revocation.

XIII. APPLICABLE LAW AND PLACE OF JURISDICTION

1. Any bet placed by the Customer shall be governed by the applicable provisions of the Nigeria Criminal Code Act, CAP. 22 and any Regulations and Rules made in terms thereof, as amended from time to time. It shall be the responsibility of the Customer to ensure that he/she is aware of these provisions.
2. The betting contract, as well as any other legal relationship between the Customer and the Company, for every circumstance not regulated by the Terms of Use, is subject to Nigerian laws.
3. If the Customer places of a bet from a location falling outside Nigeria, such bet shall be subject to all appropriate exchange control regulations and the laws of the foreign jurisdiction from which such communication originates and it shall be the responsibility of the Customer to ensure full compliance with same. Bet9ja makes no warranties and shall not be liable to the Customer if it is not able to remit any monies held by it to any account held by the Customer in a foreign jurisdiction.

XIV. PALPABLE ERRORS

1. Some circumstances may arise where a bet is confirmed, or a payment is performed, by us in error. The following is a non-exhaustive list of such circumstances:
 - Whenever the prices/spreads/terms offered by Bet9ja are significantly dissimilar from those available in the general market,
 - Whenever the prices/spreads/terms offered at the time the bet is placed are clearly wrong given the probability of the forecast occurring,
 - Whenever a bet has been erroneously accepted on a market which should have been suspended or removed,
 - Where a bet containing incompatible events is accidentally accepted, because of human or technical error,
 - Whenever a settlement error is made while computing or crediting the amount of winnings,
 - Any other situation that may be referred to as an error.

In all these cases Bet9ja reserves the right to cancel all the bets accepted containing such an error, or to correct the mistake made re-settling all the bets at the correct prices/spreads/terms that should have been available at the time that the bet was placed in the absence of the error.

2. The Customer has an obligation to inform Bet9ja as soon as possible of any amount wrongly credited on his/her account. Bet9ja may at any time set off any positive balance resulting from the erroneous operation, as well as cancel possible bets or transactions made with the erroneously credited funds. Bet9Ja further has the right to suspend and/or close the Account who is found to have abused the error or malfunction and have any deposits and/or winnings forfeited. Bet9Ja reserves the right to correct any error made in relation to the bet and re-settle the same at the correct price or according to the individual game or sports rules or if it not practicable to correct and resettle, to declare the bet void and return the original stake to the account. Bet9ja can deduct the overpaid amount from the balance available in the Account.

By accessing the any of the products and the Account, the Customer will not do anything to corrupt the website, attempt to gain unauthorised access to any account, knowingly or negligently use any features that may affect and/or alter the products' functionality in any way and/or attempt to or remove or alter any content form website.

3. Neither we (including our employees or agents) nor our partners or suppliers are liable for any loss resulting from any error made. Bets placed in order to cover flawed bets will stand valid if not impaired by errors.

4. In the event that, due to technical problems, the printed version of a document or of a coupon differs from the web version, the latter shall prevail.

5. In the event of any dispute the Customer agrees that the records of our server shall act as the final authority in determining the outcome of any claim.

XV. TERMINATION

1. Bet9ja shall have the right prior to accepting any bet, temporarily to suspend or permanently to terminate, the provision of betting services to a Customer without providing any reason.

The current version of the Terms and Conditions is valid for the latest review of the website.