

# General T&Cs

## GENERAL TERMS AND CONDITIONS

Version 5: Effective 4<sup>th</sup> October 2021

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### I. INTRODUCTION AND CONTRACTING PARTIES

1. These Terms and Conditions shall apply to all aspects of use of the website [www.bet9ja.com](http://www.bet9ja.com) and any of its subdomains (the “**Website**”), the online betting account via the Website (the “**Account**”) and the gaming and gambling products and betting services operated via the Website (the “**Services**”). The Website is operated by KC Gaming Networks Limited (“**Bet9Ja**” or “**we**” or “**us**” and variations of the same), a company duly organized under the laws of Nigeria, with business registration RC 1035305.
2. Please read these General Terms and Conditions carefully before you start to use any section of the Website. By using any section of the Website and/or by registering the Account, you agree to be bound by these Terms & Conditions together with:  
the [Sport Terms and Conditions](#);  
the [Live Betting Terms and Conditions](#);  
the [Virtual Terms and Conditions](#);  
the [Casino Terms and Conditions](#);  
the [Privacy Policy](#);  
any other rule and terms and conditions available in the [Bet9Ja Help Pages](#); and  
any terms and conditions and/or rules with regards to promotions, bonuses and special offers which may be made available from time to time (together, the “**Terms of Use**”). In the event of the conflict or inconsistency between the terms and conditions of the Terms of Use, the order of precedence shall be as set out in this Clause I (2).
3. “**User**”, “**you**” and “**your**” refers to you, the private person accessing any part of the Website, registering an Account and/or using any of the Services. Your continued use of the Website and/or the Services, as the case may be, shall constitute the acceptance of the Terms of Use.

### II. ACCESS AND USE OF THE WEBSITE AND THE SERVICES

1. Bet9ja does not warrant the constant availability and functionality of the Website or any Services. We reserve the right to withdraw, suspend or amend any aspect or feature of the Website and/or any Service or part of the Service without notice. In addition, Bet9ja may, in its absolute discretion, change the content of the Website or the Services (including, without limitation, any of the betting products or elements of these products) at any time.
2. You shall use the Website and any of the Services for your own personal and non-commercial use only. You shall not reproduce the Website or any part of in any form or create links that suggest any form of association, approval, sponsorship or endorsement on our part without Bet9ja’s express written consent.
3. Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of these sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of the same, any of their content or the use of any information they may acquire about you (including personal data). Any such link does not constitute an endorsement by Bet9ja of the use of

that link, the company or organisation behind that link or the contents of the website reached using that link.

4. The Account and any Services accessed through the Website may be used for the lawful purposes only and in a lawful manner, in your capacity as the private individual. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transaction performed by you via the Website. 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 unauthorised access to the Website or the Services. Any information or data accessed by you via the Website or any part of it (including, but not limited to, results, statistics, sporting data and fixture lists and odds, hereunder “**Information or Data**”) is for your personal use only and the distribution or commercial exploitation of such Information or Data is strictly prohibited. You shall not use any automated systems or software to copy and/or extract the whole or any part the Information or Data for any purposes.
5. The User is solely responsible for making all arrangements necessary to have access to the Website, the Account and/or the Services. Bet9ja cannot guarantee that the Website or any of the Services will be compatible with any hardware or software used by you. For some of the Services you may need to download software in order to use them and if provided by us, we will licence the software to you for the purposes of utilising the Services by you only (or sub-license to you, to the extent the software is owned by a third party). Downloads may involve placing files and installation software on the hard drive of your device. Any material downloaded or otherwise obtained through the use of our Website is done at your own discretion and risk. Bet9ja shall not accept any liability for any failures or issues that arise due to disconnection or unavailability of any of the Services and/or the Website in general and/or under your Account for whichever reason, including, without limitations, due to any equipment or software under our control or not, or operated by us or not, our equipment, internet connection or internet or telecommunication services provider, including, without limitation, your inability to view the Website content, place bets or access any of the Services.  
You are only permitted to use any software made available via the Website for the purpose of using products on the Website and no other purposes. The software is owned and is exclusive property of Bet9ja or its licensors and is protected by the applicable law. Your use of software does not give you any ownership of any intellectual property rights in software.
6. All indicated dates and times are based on WAT (West Africa Time).
7. The right to access and/or use the Website and/or the Services (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 accessing and/or use of the Website and/or the Services is compliant with the applicable laws in your jurisdiction. The Website and/or any of the Services 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 using the Website and/or the Services. Under no circumstances will we be liable for any breach of any state or country law that may occur as a result of your access and/or usage of the Website.
8. If the User uses the Services from any location outside Nigeria, such activity shall be subject to all appropriate exchange control regulations and the laws of the foreign jurisdiction from which such activity originates and it shall be the responsibility of the User to ensure full compliance with the same. Bet9ja makes no warranties and shall not be liable to the User if it is not able to remit any monies held by it to any account held by the User in a foreign jurisdiction.
9. The Services are available in Nigerian Naira (NGN) only.

### **III. AMENDMENTS TO THE TERMS OF USE**

Bet9ja may make changes to any part of the Terms of Use at any time for a number of reasons, including, without limitation, to comply with the applicable laws and regulations. The new version of the Terms of Use will be published on the Website including the effective date of publication. We advise you review the Terms of Use on regular basis. It is your responsibility to ensure that you understand the Terms of Use. If any of the terms and/or any of the changes to the Terms of Use are unacceptable to you, you should stop using the Website and the Account. Your continued use of the Website, the Account and/or any of the Services will be deemed as your acceptance of any changes that we may make.

### **IV. ACCOUNT REGISTRATION AND MANAGEMENT**

1. A User must register an Account to utilise any of the Services. Bet9ja reserves the right to refuse to register your Account with or without cause.
2. (a) In order to register an Account, you represent, warrant and agree that you are: (i) 18 years old; (ii) you will provide accurate registration information when registering the Account, including, without limitation, full name, the correct date of birth, country of residency, email address and telephone number and notify us of any changes of such details; (iii) you are opening the Account for your personal use and are acting as the principal and not on behalf of third party; (iv) you are legally capable of entering into binding contracts, including these Terms of Use and each subsequent bet or game play.  
(b) Bet9ja reserves the right to verify the User's age at any time. In the event that you are found to have breached the clause 2 (a) or any of the representations and warranties therein are deemed false, we may (i) cancel any bet you have placed; (ii) not pay any winnings that may otherwise be payable in respect of such bet; (iii) terminate the Account and (iv) refer the matter to the police, notify the family and/or appropriate regulatory authority.
3. By registering an Account and/or using any Services or the Website, you hereby agree that we shall be entitled to conduct any and all such identification, credit and other verification checks from time to time that we may require or deem necessary and/or are required by applicable laws and regulations, and/or by the relevant regulatory authority. You agree to provide all such information as we require in connection with such verification checks. Bet9ja shall be entitled to suspend or restrict your Account and/or any of the Services or part thereof in any manner that we may deem to be appropriate, until such time as the relevant checks are completed to our satisfaction. Without limiting the foregoing, in the event we cannot successfully verify any of the elements of the Account registered details or if any information provided is deemed to be false or inaccurate, Bet9ja reserves the right to void any of the bets, suspend or terminate your Account and forfeit the balance of your Account. Bet9ja reserves the right to engage a third party to perform verification checks. Any information you provide to Bet9ja for Account registration or send to Bet9ja as part of the Account management or verification procedures shall be used in accordance with the Privacy Policy.  
It is your responsibility to ensure that all details you provide us in satisfaction of our verification checks are kept up to date.
4. You cannot buy, sell or transfer the Account to other User(s). You shall not transfer or sell your Account and/or acquire or accept a transfer of another registered Account with Bet9ja from another person.

5. Bet9Ja does not allow any its employees, anyone else in any way connected to such employee or anyone otherwise connected to a third party service provider or an agent (to be determined at Bet9Ja's absolute discretion) to bet on any market or event. All such bets shall be void.
6. Every User may open only one Account. If we have reasonable grounds to believe that you have more than one Account (including any Accounts you opened with misspellings or different variations of your name or email) and we reasonably believe that multiple Accounts have been opened or used in breach of the Terms of Use, we may close your Accounts, or allow you to retain the first Account you opened with us. We will be entitled to declare all bets placed under any duplicate Account(s) as void and withhold any winning payments.
7. When opening an Account, you may be allocated or may be requested to choose the username and will need to create a password. You must keep all Account information secure at all times, including the Account username and password. You are responsible for the security of your Account and all transactions performed under your Account. If you lose or forget your username and/or password, you should change your password without delay via your Account, the Website or by contacting us. If you believe or have reasons to suspect that a third party is aware of or may have access to any Account information, including your email or mobile number, contact us immediately. Bet9Ja has no reason to believe that at the time of acceptance of the bet, the bet was not placed by you. All the bets will stand if the correct user name and password are entered to access the Account. Bet9Ja shall not be liable for any loss that you may incur as a result of misuse of username(s) and/or passwords(s) or from any unauthorised use of your Account, whether fraudulent or otherwise.
8. The User can request termination of their Account whenever they wish by sending a request to the Customer Service in writing, via email to [info@mybet9ja.com](mailto:info@mybet9ja.com) or visiting their Account. Any negative balance on the Account will be immediately due and payable to Bet9Ja and the Account cannot be terminated until such amount is paid in full. An Account terminated by you may be reopened depending on the circumstances and the reasons for Account termination, on your request and at Bet9Ja's discretion, subject to successful identity verification checks. In such event, the use of the Website and/or the Services shall be subject to the Terms of Use that are in force at the date of Account reactivation. You will not be able to register a new account with Bet9Ja once your Account has been closed.
9. Without limiting any rights of Bet9Ja hereunder or in law, 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 actual or suspected prohibited behaviour leading to collusion or fraud or activity aimed at defrauding Bet9Ja, 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, including requesting verification information from you. As a result of the

review or investigation, the Account and/or any specific suspended functionality will be either re-activated or terminated. If any potentially suspicious activity is performed under your Account, you may be requested to provide us with additional documentation confirming your identity or source of funds or address. Such evidence may be requested due to, but not limited to the same, the size, volume or pattern of bets placed under the Account. Bet9Ja may suspend or close your Account immediately as a result of the activity that cannot be verified by a supporting evidence. If Bet9Ja terminates the Account pursuant to the foregoing or due to your breach of any of the Terms of Use, and you have placed any bets on the events that have not yet taken place as of the time of the termination of the Account, Bet9Ja reserves the right to void such bets and return the original stakes to your Account balance; this includes the multiple bets which will be recalculated and settled accordingly. In the event of termination of the Account for the reasons of fraud or associated fraudulent type of behaviour, any residual credit balance, including the winnings may be forfeited and the open bets void. On termination of the Account, your rights to use the Services shall immediately terminate. It is your sole responsibility to uninstall or remove any software used in relation to the use of the Website and/or the Services, as you may deem appropriate.

**10. Account Suspension and Termination.** Without limiting or restricting Bet9Ja's rights and/or remedies available to it hereunder or in law, we may exclude the User from the Services, suspend and/or terminate the Account and/or cancel any bets placed under the Account, including the winning bets, at our absolute discretion and without having to disclose the reason.

If you have any query regarding your Account, it is your sole responsibility to notify Bet9Ja as soon as possible and provide all relevant information you know or have in relation to the query or as we may require.

Following the termination of the Account, Bet9Ja will return any amounts used to place then open bets (other than the bonus funds which will be forfeited) into your Account, unless such funds are not due to you as per these Terms or Use or otherwise. We reserve the right to withhold the funds in the Account from you pending determination of any investigation where we suspect you have acted in breach of these Terms of Use or any other rules and terms and conditions applicable to or any part of the Services, including, where we suspect the Account to be linked with fraudulent or suspicious activity, and where we have to withhold the funds by law or to comply with any request or instruction from any governmental or regulatory authority.

Bet9Ja shall not be liable to you for any termination of the Account for whichever reason. Your sole remedy in the event of termination of the Account shall be the payment of any then valid undisputed Account balance, and Bet9Ja shall have no further liability whatsoever.

**11.** Bet9Ja shall report any of your Account details to sporting bodies, associations, authorities, police or any other investigatory and/or state authorities, or any other third party as prescribed or permitted by law or any applicable rules. Without limiting any of the rights of Bet9Ja hereunder, where we have reason to believe that you are and/or your activity under the Account indicate you are involved in fraud, dishonest or criminal acts, we reserve the right to refuse a bet or game wager (jointly and severally under the Terms of Use a "bet") or any part of a bet offered to us and to 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 rules, or as otherwise instructed by an appropriate regulator or authority). You shall indemnify and shall be liable to pay us, on demand, all costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from your fraud, dishonesty or criminal actions.

## **V. DEPOSITS AND WITHDRAWALS**

1. You can deposit the funds into your Account with one of the payment methods made available by Bet9ja. Bet9ja reserves the right to verify the ownership of the payment method(s) utilised to credit your Account and/or ownership or origin of the funds by requesting supporting evidence from you. If you deposit funds using a payment method (bank account, credit or debit card) that is not registered or issued in your name, and without limiting our rights, we may (i) suspend your Account and/or (ii) request from you additional information and documentation we may deem necessary to demonstrate that you are authorised to use the respective payment method. Your Account may remain suspended until you provide and we verify the information and/or documentation requested. Any bank account you register under the Account, at Account registration or otherwise, must be operated by a Nigerian licensed bank and be registered in your name only. In no way does this limit the other remedies that may be available to us in the event that you did not have permission and authorisation to use another person's payment method or if any of the Services require the deposit(s) to be made from the payment method that is issued or registered in your name. If we determine that a deposit into your Account is made from a payment method held or issued in third party's name, or from the monies provided to you by a third party to be used for wagering, then we may elect to refund the deposit directly back to its source. If this determination occurs after bets have been placed, your bets will be voided and we will not be obliged to pay any winnings which might otherwise have been payable to you or reimburse you for any loss incurred. Bet9ja does not charge the fees for deposits made by bank transfers, credit or debit cards however, your payment provider's charges may apply. The minimum and maximum deposit amount may apply depending on the type of the payment method you choose and you can only bet up to the amount available on your Account and subject to the minimum and maximum limits then applicable to the bets. Please refer to our FAQs and help pages. 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.
2. The Account is provided to you solely to enable you to use the Services and pursuant to the Terms of Use only. Your Account should not be used as a banking facility and will not generate any interest. Deposits should only be made with a view to using the funds to place bets. If you, for whatever reason, appear to be depositing or withdrawing money without genuine play, Bet9ja reserves the right to suspend or restrict your Account and to investigate the relevant activity. This may result in the Account being terminated. In such circumstances, we reserve the right, in addition to any other rights we have, to set off from your Account, without prior notice, any bank charges we have incurred.
3. Bet9ja reserves the right to change the payment methods we accept from time to time. Furthermore, in our absolute discretion and without giving reason, we reserve the right to refuse to accept any type of payment method presented to us irrespective of whether we have previously accepted such payment method type from you or would usually accept that payment type from any User.
4. The User may withdraw the available cash balance of the Account (this will include any winnings received from any bet made from the cash balance of the Account) by making a withdrawal request. The withdrawals can be made into the bank account only, such bank account registered under your Account subject to Clause 1 of this Section V.
5. Bet9ja reserves the right to reject any withdrawal of funds if it appears to be linked with the transactions predominantly performed with the purpose of allowing the transfer of money from one payment method to another, including, without limitation un-played deposits withdrawals and in the event the User cannot provide satisfactory evidence of the payment method ownership.
6. Bet9ja may undertake any verification checks at withdrawal as may be required by Bet9ja or by third parties (including, but not limited to, regulatory bodies). Bet9ja may suspend the availability of any withdrawal method and/or the withdrawal function available under the Account until the completion of the verification checks and/or suspend the Account and/or any of the Services availability.

Without limiting the provisions of Clause III (3), upon withdrawal request initiated by you, you may be requested to send us a copy of your ID (front/rear) and any or all of the following documents :

- In case of credit card transactions, a copy of the card used to make the payment, showing the last 4 digits only;
- A copy of an official document (bank statement, debit card statement etc.) no older than one calendar month, showing your name, billing address, bank account number and Bet9ja related transactions where applicable;
- Any other document that may be relevant in order to complete the check.

Your cooperation and compliance with our requests will speed up the verification process.

7. The withdrawals are generally processed within 5 banking days, subject to verification process which may apply. Bet9ja does not accept any liability for any delays which may be due to the payment provider.
8. The User shall not attempt any charge-backs, reversals or otherwise cancel any deposit previously made into the Account. If we incur any charge-backs, reversals or other charges in respect of your Account, we reserve the right to charge you for and/or set off from your Account balance the relevant amounts incurred.
9. We reserve the right to withhold payment and to declare bets void if we reasonably believe you have breached these Terms of Use, including, without limitation, pursuant to the terms and conditions applicable to any specific Services, you were under the age of 18 when you registered the Account or placed a bet, you were in a jurisdiction that renders your use of the Services illegal, another person made deposits into or withdrawals from your Account, we have not been able to verify your identity of any of the statements you make in the course of the use of your Account or when requested by Bet9ja. If you owe any money to us for any reason, we have the right to offset the amount owed against money in your Account (including in any identified duplicate Account), as may be applicable, or money that you have otherwise won, before making any further payments to you or permitting you to withdraw any funds from your Account.
10. You are responsible for reporting your winnings to the tax and/or other authorities as may be applicable from time to time.

## **VI. PLACING BETS**

1. You acknowledge that we have no obligation to accept any bet or wager and reserve the right to decline, or limit, any bet.
2. You will not be able to place a bet if you have insufficient funds in the Account. All bets are subject to the minimum stake requirement. When placing a bet, you must exercise your own judgement. You are solely responsible for any bet placed under your Account and to ensure the bet is correct. It is your sole responsibility to review and understand the Terms of Use and any individual terms of betting or play applicable to your chosen Service; these are available on the Website at all times. If you have any questions, please contact our Customer Services team. If you need to view the details of your bet, visit your Account.
3. All bets are subject to the maximum pay-out limit which is subject to change. Your bet will be deemed valid when accepted by Bet9ja server and (i) for all the sports bets, your betslip appears on your Account with the confirmation message that your bet has been placed and the betting slip number on the bet slip and (ii) for all the bets placed on the games, when bet ID appears on your Account (the "**Accepted Bet**"). You cannot cancel or change the Accepted Bet. Only Accepted Bets will appear on your Account and shall be deemed as the valid bets.

4. Bet9ja is not liable for the settlement of any bets that are not Accepted Bets or for invalid bets. The winnings due on undisputed valid bets made from the cash balance of your Account will be added to the cash balance of your Account once settled. This balance will remain on your Account unless you submit a request for the part, or all, of the qualifying Account balance for withdrawal.
5. Without prejudice to any specific terms applicable to any of the Services and any of the terms hereunder, Bet9ja reserves the right to withhold payment of the winnings and to declare bet 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;
  - (iii) match-rigging has taken place;
  - (iv) you were under 18 years of age when you placed the bet;
  - (v) you were in a jurisdiction (or a resident of a jurisdiction) that renders the provision of our products or services to you or your use of them illegal when you placed the bet; or
  - (vi) any other reasons as stated under the Terms of Use.

## **VII. BONUSES / PROMOTIONS & REWARDS**

1. We may make available the bonus offers, promotions or reward programs on the Website, via your email registered under your Account or social media. You can find more information under your Account and 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 and/or your Account.
3. Bet9ja reserves the right to deny or to terminate any bonuses, promotions and/or special offerings, as well as to modify, suspend or discontinue their validity at its sole discretion and without informing the User.

## **VIII. TRANSFER OF FUNDS BETWEEN ACCOUNTS**

1. You may transfer the funds from your Account to another Account (the “**Transfer of funds**” or “**Transferred funds**”) provided you have completed account verification procedure, as notified to you by Bet9ja under the Account, 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 and 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 only.

## **IX. 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 Users to have fun, but not bet beyond their means.



Bet9ja is committed to endorsing responsible wagering among its Users 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, keeping full awareness of the financial harms associated with problem gambling. With regard to the purposes pointed out herewith, we do strongly suggest our Users to try keeping clearly separate gambling from his/her daily activities; considering the lasting time of each gambling session before its commencing; not to treat gambling as an alternative source of income or a way to recoup debit.
3. The User may request our Customer Service temporary or permanent self-exclusion from part or all of the Services as well as the termination of the Account at any time. 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 by-pass our security measures in circumstances that are beyond our reasonable control. You can access self-exclusion options under your Account or contact us via [info@mybet9ja.com](mailto:info@mybet9ja.com).

## X. ERRORS AND OMISSIONS

1. Bet9ja makes an effort to ensure there are no errors made in its systems utilised to make the Website and/or the Services available for use. However, human and/or system's error may occasionally result in errors. Bet9ja reserves the right to correct any error, whenever identified, and to void any bets placed where such error occurred.
2. A number of circumstances may arise where a bet is accepted, or a payment is made by us in error. A non-exhaustive list of such circumstances is as follows:
  - (a) where we misstate any odds or terms of a bet as a result of obvious error or omission in inputting the information or setting up a market, or as a result of a computer malfunction;
  - (b) where we have made a 'palpable error'. A palpable error occurs where:
    - (i) in relation to bets placed prior to an event taking place, the prices/terms offered are materially different from those available in the general market; or
    - (ii) in relation to any event, the price/terms offered at the time the bet is placed are clearly incorrect given the probability of the event occurring;
  - (c) where we have continued to accept bets on a market which should have been suspended or had already finished (referred to as 'late bets');
  - (d) where an error has been made as a result of your fraudulent or prohibited activity or activity under your Account in breach of the Terms of Use;
  - (e) where we should not have accepted, or have the right to cancel or re-settle, a bet pursuant to any of the relevant terms and conditions applicable to any of the Services;
  - (f) where an error is made by us as to the amount of winnings/returns that are paid to you, including as a result of a manual or computer input error; or
  - (g) where an error has been made by us as to the amount of free bets and/or bonuses that are credited to your Account;
  - (h) where a bet containing incompatible events is accidentally accepted, because of human or technical error;
  - (i) where systems or communication error occurs related to the generation of random numbers;
  - (j) failure of any of our systems;such circumstances being referred to as an "**Error**".
3. Bet9ja reserves the right to:
  - (a) correct any Error made and re-settle the same bet at the correct price or terms which were available or should have been available on the Website at the time that the bet was placed; in such

- event the bet will be deemed to have taken place on the terms which were usual for that bet; or
- (b) where it is not reasonably practicable to correct and re-settle under paragraph 3 (a) above, to declare the bet void and return the stake to the Account; or
- (c) in circumstances where the Error has resulted from your fraudulent or prohibited activity or activity under your Account in breach of the Terms of Use, to void the bet and terminate your Account.
4. If we wrongly pay an amount to you or we pay you more than the amount to which you are entitled to, you agree to repay to us immediately upon request from us the amount that has been wrongly paid or overpaid to you. The User must inform Bet9ja as soon as possible of any amount wrongly credited to their Account. We have the authority under our right of set off to adjust your Account to reflect the true outcome and rectify the Error. This includes, without limitation, cancelling the bets or winnings from the events or games where you have used the funds, which have been credited to the Account or awarded to you as a result of an Error. Bet9ja may withhold any winnings which you may have received with such funds and you will immediately repay to us any such amounts when a demand for repayment is made. Without prejudice to the foregoing, Bet9ja may set off such amounts from any positive balance on your Account pursuant to the provisions of Clause IV (9).
  5. Neither we (including our officers, employees or agents), nor our partners or suppliers, shall be liable for any loss, including loss of winnings, that results from any Error or any mistake made by you in utilising the Services.
  6. You shall inform us as soon as reasonably practicable should you become aware of any Error and stop immediately any further activity in relation to the Service(s) the Error applies to.
  7. If you want to report an Error or have any questions please contact the [Customer Support Team](#). Please note that any calls to our Customer Support Team may be monitored or recorded for training and quality management purposes and to assist us in quick and effective resolution of queries.
  8. In the event that the printed version of a document or of a coupon differs from the web version, the latter shall prevail. In the event of any dispute, the User agrees that the records of our server shall act as the final authority in determining the outcome of any claim.

## **XI. NO WARRANTY**

1. Bet9ja will endeavour to provide the Website and/or any Services using our reasonable skill and care. We make no further warranty or representation, whether express or implied, in relation to the Website and/or the Services. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are hereby excluded to the fullest extent permitted by law.
2. No warranty is given as to the uninterrupted provision of any Information or Data via the Website or any part of it, its accuracy or as to the results obtained through its use. The Information or Data is not intended to amount to advice or recommendations and is provided for information purposes only. It should not be relied upon when placing bets, which are made at your own risk and discretion.
3. Further, Bet9ja makes no warranties that the Website and/or any of the Services will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server that makes it available or the Services are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by you through the Website.

## **XII. LIMITATIONS OF LIABILITY**

1. You agree that your use of the Website and any of the Services is at your sole risk.

2. Bet9ja does not accept any liability for any damages, liabilities or losses of any kind, which are deemed or alleged to have arisen out of or in connection with the Website, any of its content, the Account and/or any of the Services (including delays or interruptions in operation or transmission, communication or lines failure, any person's misuse of the Website, the Account and/or the Services or any Error). Bet9ja shall not be liable to you in contract, tort (including negligence), breach of statutory duty or in any other way (arising directly or indirectly) for: loss of business, loss of profits, loss of revenue, loss of data, loss of opportunity, loss of good will or reputation or any special, indirect or consequential loss, arising out of, or in relation to your use of the Website, the Services, any activity under the Account and these Terms of Use, even if such losses are foreseeable or if we have been notified by you of the possibility of such losses.
3. We are not liable for any loss of content or material uploaded or transmitted through the Website and/or the Account or otherwise transmitted to us.
4. We will not be liable to you or any third party for any modification to, or suspension or discontinuance of the Services or any part or component thereof. Bet9ja reserves the right to cancel or suspend the Services without any liability whatsoever.
5. Furthermore, we shall not be liable for any loss or damage that you may suffer because of any act of God, power failure, trade or labour dispute, act, failure or omission of any governmental authority or the government, obstruction of any telecommunication services or networks, or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.
6. Bet9ja's maximum liability to you arising out of the Terms of Use in relation to one incident or series of related incidents, whether for breach of contract, tort (including negligence), or otherwise will be limited to:
  - (i) the amount of the bet relevant to the which the liability in question has arisen; and
  - (ii) where funds paid by you into your Account have been misplaced by us, the return of the same amount into your Account.Nothing in this Clause shall limit Bet9ja's liability to pay the User winnings or other sums properly owing to the User, subject always to the Terms of Use and the maximum winnings limits.
7. Nothing in the Terms or Use shall exclude or limit Bet9ja's liability for liability that cannot be excluded by the applicable law.

### **XIII. INTELLECTUAL PROPERTY RIGHTS**

1. You acknowledge and agree that all intellectual property rights in our Website, the Services and/or Information or Data shall remain at all times vested in Bet9ja or its licensors. These intellectual property rights include, without limitation, copyright, trade marks, the underlying software, the design, graphics, layout, look and feel and structure of our Website and the Services, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are permitted to use this material and content only as expressly authorised by us or our licensors, and for the purposes set forth in the Terms of Use only. Our licensors reserve the right to enforce any of their intellectual property rights in any of the content, including, without limitation, Information or Data, and/or the Services, directly against you.
2. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.

### **XIV. COMPLAINTS AND CLAIMS**

1. All complaints regarding a bet placed through the Services or a game played, must be communicated to Bet9ja within 15 (fifteen) calendar days from the date of the settlement of the bet, or if still pending, from the date of acceptance of the bet. All complaints must be addressed to Customer Services, and need to include your Account User ID and the details of the bet.
2. All claims with regards to unresolved complaints or any disputes regarding the outcome of the complaint resolution must be sent in writing to Customer Services, KC Gaming Networks Limited, Tomi's House, 9 Funsho Williams Avenue, Ojuelegba, Surulere, Lagos, within 15 (fifteen) calendar days from the date of the resolution of the complaint. Ensure to include your Account User ID, the details of the bet your claim relates to and copies of the relevant correspondence with the Customer Service. Failure to provide the correct and full details, or requests sent after 15 (fifteen) calendar days from the date of the resolution of the complaint, will result in disregarding the claim.
3. Without prejudice to any rights under these Terms of Use or in law, Bet9ja reserves the right to suspend the Account and/or refuse the acceptance of any bets, and/or not to grant or withdraw any promotional offers under your Account once the claim has been received and until its complete resolution.
4. Without prejudice to the provisions of Clause X (8), the User acknowledges that the outcome of the games played through the Services shall be determined by the random number generator where applicable and the results that appear on the game server will at all times prevail. You further agree that our server records will be the final authority in determining the terms and circumstances or your use of the Services and the associated results.
5. 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, network or forum. Any infringement of this policy will result in a suspension or termination of the Account and any such other remedy or action as may be permitted by law.

## **XV. WAIVER**

If Bet9ja fails to insist upon strict performance of any of your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of subsequent default. No waiver by Bet9ja shall be effective unless provided in writing, excluding email.

## **XVI. SEVERABILITY**

If any provision of the 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 the Terms of Use which shall remain in full force and effect. 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.

## **XVII. ASSIGNMENT AND TRANSFER**

You may not assign, transfer, charge or otherwise deal in your rights and/or obligations under the Terms of Use without our prior written consent. Bet9ja is entitled to assign, transfer, charge or otherwise deal in our rights under these Terms of Use as we see fit.

## **XVIII. RELATIONSHIP AND THIRD PARTY RIGHTS**

1. Nothing in the Terms of Use shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the User and Bet9ja.
2. Unless expressly stated, nothing in the Terms of Use shall create or confer any rights or any other benefits whether pursuant to the statute or otherwise in favour of any person other than you and Bet9ja respectively.

#### **XIX. APPLICABLE LAW AND PLACE OF JURISDICTION**

1. These Terms of Use shall be governed by and interpreted in accordance with the laws of Nigeria and you irrevocably submit to the non-exclusive jurisdiction of the courts of Nigeria in relation to any dispute in relation to the Terms of Use.
2. Any bet placed by the User 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 User to ensure that he/she is aware of these provisions.

#### **XX. ENTIRE AGREEMENT**

The Terms of Use and any document expressly referred to in them and any guidelines or rules posted on the Website represent the entire agreement between Bet9ja and the User in relation to the subject matter of the Terms of Use and supersede any prior agreement, understanding or arrangement between the User and Bet9ja, whether oral or in writing.

The current version of the Terms of Use applies to the latest version of Website or any of its component.