

Terms & Conditions - TopBetta

1. Licensing and general terms

- a) These terms and conditions (“Terms”) apply to your use of the TopBetta website (“Website”) and the services provided by TopBetta Pty Ltd ABN 87 132 843 817, a company registered in Australia under the *Corporations Act 2001 (Cth)*, via the Website (“Services”). By using the Website, becoming a Member or placing a bet via the website you indicate your agreement to be bound by the Terms, forming a binding agreement between you and TopBetta. TopBetta is fully licensed in the Northern Territory, Australia by the Northern Territory Racing Commission under a Sports Bookmaker Licence to accept bets via the internet.
- b) The Terms are governed by and will be construed in accordance with the laws in force in the Northern Territory, Australia. Each party irrevocably and unconditionally submits to the jurisdiction of the courts of the Northern Territory, Australia, and any courts which have jurisdiction to hear appeals from the courts of Northern Territory, Australia, and agrees that these courts shall have exclusive jurisdiction to settle any dispute that may arise out of these Terms and Conditions and waives any right to object to any proceedings being brought in those courts.
- c) TopBetta grants you a limited licence to access the Website provided you comply at all times with the Terms.
- d) The availability of the TopBetta site does not constitute an offer or invitation by TopBetta to you to use the Website in any jurisdiction in which such use is illegal.
- e) You may only assign your rights under the Terms with the prior written consent of TopBetta. Where TopBetta reasonably considers there is no detriment to you, TopBetta may assign any or all of its rights or obligations under the Terms to any third party at any time without notice to you.
- f) Any term by its nature that is intended to survive termination of the Terms survives termination of the Terms.
- g) A term or part of a term of the Terms that is illegal or unenforceable in any jurisdiction may be severed from the Terms for the purposes of that jurisdiction only and the remaining terms or parts of the terms of the Terms continue in force.
- h) TopBetta may change the Terms, guides or policies where you agree to the change or, where the change will not adversely affect you and, before the change takes effect, we have given you notice of the change. Notice of a change to the Terms may be given by TopBetta by email to your nominated account email address or otherwise via TopBetta’s website.
- i) Your ongoing use of the Services after the date of a variation, alteration or replacement of the Terms is deemed acceptance of the variation, alteration or replacement.
- j) The Terms and any terms incorporated into them by law constitute the entire and only agreement between the parties with regards to its subject matter and each party confirms that it has not been induced to accept the Terms in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement,

undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in the Terms and, to the extent that it has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

- k) No failure or delay by a party to exercise any of its rights under the Terms shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right. Further, any such failure will not give rise to any claim or right of action by you or another person.

2. Definitions

Definitions in the Terms:

- a) The **Commission** is the Northern Territory Racing Commission.
- b) The **Dead Heat Rule** in the event of a tie/dead heat where dividends were not offered by TopBetta on such an outcome, bets will be paid at face value of the ticket divided by the number of competitors tying for that placing.
- c) In any event for which each way betting is available, place ties will be paid such that the place portion of the face value of the ticket is multiplied by the remaining number of places available and divided by the number of competitors tying for those available number of placings.
- d) In the event of a tie/dead heat where odds were offered by TopBetta on such an outcome, then all win or place bets are losers and the draw option is paid as the winner.
- e) **Displayed Odds** is an indicative price quoted by TopBetta to the Member at the time of placing a bet.
- f) **Entrant** means a person who is eligible to participate (which requires them to be a Member) and registers for or participates in a Tournament.
- g) An **Event** is a race, game, match, round or other contingency for which wagering is offered by TopBetta on the Website.
- h) **Member** means a person that is at least 18 years of age, has registered as a member of the Website and holds a betting account with TopBetta.
- i) **MB** abbreviation for MadBookie
- j) **Participant** means a person who is eligible to participate and registers for or participates in any of the Promotion(s) by logging into the Web Site with their username and password;
- k) **TB** abbreviation for TopBetta.
- l) **Time**, references to time refer to Australian Eastern Standard Time;
- m) **TopBetta, we or us** means TopBetta Pty Ltd (ABN 87 132 8843 817).

3. Contact Us

- a) Communications and notices to be given by you to us under the Terms (other than those exchanges of information occurring in the normal operation of the Website) must be provided to us as set out in the Contact us section on the Website. Any communication with TopBetta via telephone is recorded as required by government regulations. These recordings provide protection to you and TopBetta in the event of a dispute. They also enable regulatory authorities to carry out their respective duties. Similarly, the content of all bets and betting requests are stored on the TopBetta computer system (and a copy provided to the regulator).

4. TopBetta – Use of Our Services

1. Undertakings

- a) Your use of the Website or any data feeds we may provide to you confers no rights whatsoever to the content or related intellectual property rights subsisting in the Website or in any such data feeds. You agree not to monitor, use or copy the pages of the Website or any content of the Website or any data feeds, including without limitation any price data. You will not attempt to hack, make unauthorised alterations or introduce any kind of malicious code to the Website by any means. You will not (a) reverse engineer or decompile (whether in whole or in part) any software available through the Website; or (b) make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website or any material or information contained on it or in any data feeds. Any unauthorised use or reproduction may be prosecuted.
- b) You understand that you may lose money on bets placed and Tournament entry fees paid and accept that you are fully responsible for any such loss. You accept that under no circumstances will any amounts lost by you under any bet be recoverable from us.
- c) It is your responsibility to verify that you are permitted to bet with us in any jurisdiction in which you are located and you agree that you will not bet with us while you are located in a jurisdiction which prohibits you from betting with us. In particular, you will not bet or attempt to bet with us if you are located in the United States of America or such other restricted jurisdictions as TopBetta may from time to time determine.
- d) You undertake to use our services for legitimate betting purposes only. In particular, you undertake not to:
 - i. engage in any activity which has the purpose or effect of causing damage to or in any way hindering our business operations or generating or increasing any liability on us, including without limitation any tax, levy or duty; or
 - ii. bet on or manipulate any individual Event in a manner which we believe has the purpose or effect of adversely affecting the integrity of the Event.
- e) To use the Website correctly, you must ensure that your browser is set to accept “cookies” and your browser must support JavaScript.
- f) You are located in Australia, New Zealand or any other jurisdiction where TopBetta is authorised to provide its services.

2. Prohibited Jurisdictions

- a) You acknowledge that due to the laws of the following countries, TopBetta cannot allow the residents of those countries (the "Prohibited Jurisdictions") to open TopBetta accounts:
 - American Samoa
 - Belgium
 - Brazil
 - Canada
 - China
 - Czech Republic

- Denmark
 - Dutch Antilles
 - France
 - French Guiana
 - French Guinea
 - French Polynesia
 - French Southern Territories
 - Germany
 - Hong Kong
 - Hungary
 - India
 - Indonesia
 - Iran
 - Ireland
 - Italy
 - Luxembourg
 - Malta
 - Netherlands
 - North Korea
 - Pakistan
 - Poland
 - Portugal
 - Russia
 - Singapore
 - South Korea
 - Spain
 - Taiwan
 - Turkey
 - United Arab Emirates
 - United States of America
 - US Virgin Islands
 - Vietnam
- b) Other countries may be added to this list (or removed from it) in accordance with changes in foreign laws.
- c) You agree that you will not make any transactions using your TopBetta account while residing or located in a Prohibited Jurisdiction.
- d) TopBetta reserves the right to reject any transactions made from a Prohibited Jurisdiction or cancel, void or reverse any bets whether they are pending or resulted. Winning funds will be forfeited and retained without any liability on our part.

- e) You may not make payment from an account or facility associated with a bank or any similar institution, in any Prohibited Jurisdiction by any means, including, but not limited to, use of debit/credit card or internet banking.

5. TopBetta – Your Conduct

1. Our Rights and Your Responsibilities

- a) You must not open or attempt to open an account using another person's identity (including but not limited to using another person's name, date of birth, address, telephone number and email address). You must not access, operate or use or attempt to access, operate or use another person's account.
- b) We may, in our absolute discretion, impose any limits or conditions on any person who opens or attempts to open an account with us where the device or network is shared (including within a particular residential address) or otherwise unsecured.
- c) You may not have more than one account for each our two brands: TopBetta.com and MadBookie.com. If you have opened more than one Account for one brand, we will close additional accounts and transfer any account balance and any eligible pending bets to a remaining active Account. If your first account has been closed for any reason, bets will be cancelled, voided or reversed whether they are pending or resulted. Winning funds will be forfeited and retained without any liability on our part.
- d) We may, in our absolute discretion, allow you to have only one Account with us across our two brands: TopBetta.com and MadBookie.com. If you have opened more than one Account with us, we may, in our absolute discretion, close one or all of your Accounts and transfer the balances of your additional Account(s) to the Account we determine to remain open. If, after such a transfer, your Account has a debit balance, then at our written request, the outstanding balance of your Account becomes immediately due and payable to us as a debt. If, after such a transfer, your Account has a credit balance, these funds may be frozen by us for as long as it takes us to ascertain whether or not there has been any other breach of the Terms and Conditions.
- e) If you are found to have created an account with TopBetta while being on a break or having self-excluded, TopBetta will take the following steps:
- All pending bets will be voided
 - Winning bets will be forfeited.
 - The account will be closed permanently.
 - Deposits made whilst self-excluded will be returned to the customer.
 - Credit Card deposits will be refunded back to the card used to deposit the funds.
 - POLI deposits will be deposited into the bank account in the customer's name, once TB/MB are in receipt of the statement showing the deposit.
 - Bank deposits will be deposited into the bank account in the customer's name, once TB/MB are in receipt of a Statutory Declaration stating the customer deposited the funds, including the name of the branch the funds were deposited.

- f) Your account is for your own personal use. You must not permit another person to access your account and you must not use your account on behalf or for the benefit of another person.
 - g) If we have reason to believe that you have breached the Terms and Conditions, or there has been unusual activity on your account, we may in our absolute discretion, do one or a combination of the following:
 - i. Suspend or terminate your account
 - ii. Restrict you from withdrawing funds from your account
 - iii. Prevent you from accessing your account and our betting platforms
 - iv. Require you to go through an account reactivation process
 - v. Require you to provide any additional information that is necessary for us to conduct an investigation and/or verify your compliance with the terms and conditions (including a statutory declaration, identification documentation or authority to verify information with your financial institution) even if you have provided this previously.
 - vi. Cancel, void or reverse any bets whether they are pending or resulted. Winning funds will be forfeited and retained without any liability on our part.
 - h) You will not attempt to use the Website to deliberately transfer money from one TopBetta account to another by attempting to match bets on an event with another account through collusion.
 - i) You will inform us as soon as you become aware of any errors in calculations with respect to any betting transaction. TopBetta reserves the right to declare null and void any bets which are the subject of such an error.
 - j) You will not disguise or interfere in any way with the IP address of the computer you are using to access the Website or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Website.
 - k) You agree it is your responsibility to account for any tax or duty imposed on you as a result of any of your betting transactions.
 - l) You will not make offensive comments, use offensive or pornographic material or make potentially defamatory or inflammatory remarks in connection with any part of the Website including within your own username or in other information contributed to the Website.
- 2. Temporary Break – short and long break (Responsible Gambling)**
- a) You may take a short break from gambling with TopBetta. The periods available are:
 - 1-30 days
 - 1-6 weeks
 - b) You may take a long break from gambling with TopBetta. The periods available are:
 - 6 months; and
 - 1 year
 - c) During a short or long break you cannot access your account and will be barred from placing a bet. You agree that you will not access any other TopBetta or MadBookie account/s to use any of our services or products during the temporary break period.
 - d) To commence a temporary break period, you must either make use of the temporary break facility located under the Manage Account settings on the website or call the customer service centre.

- e) Upon the activation of a break request you will be logged out of the website immediately and blocked from accessing the Website for the period nominated, an email will be sent to you confirming your temporary break. During break periods up to 6 months, account funds will remain in your account balance unless withdrawn prior to temporary self-exclusion. For long term breaks any funds that you have in your account will be returned to the bank account that was nominated for the last withdrawal.
 - f) The break period cannot be cancelled or shortened. The break period may however be extended at any time after the break period has been completed. You may take a break for another period of between 6 months and 1 year. The total break period can be up to seven years.
 - g) For a short break exclusion, you will be able to login to your account after the period of break is over.
 - h) For a long break exclusion, you will need to contact Customer Services via phone, email or livechat to re-activate your account after the requested duration is over. If you do not contact customer service the account will remain inaccessible to you.
 - i) If, after seven years, you have not reactivated the account it will be permanently closed and you will not be able to open another account.
 - j) You must not access or attempt to access your TopBetta account or any TopBetta and or MadBookie account while you have opted to take a break. It is your responsibility to ensure your account is secure from manipulation to access via multiple devices or any other means possible to access your TopBetta account during your break term.
 - k) If you have an account registered with MadBookie, the self-exclude flag that has been imposed on your TopBetta account will be applied to your MadBookie account within 24hrs of the flag being activated. You will be held accountable for any transactions that occurs on your MadBookie account within that 24hr period prior to the flag being replicated.
 - l) If you have an account registered with TopBetta, the self-exclude flag that has been imposed on your MadBookie account will be applied to your TopBetta account within 24hrs of the flag being activated. You will be held accountable for any transactions that occurs on your TopBetta account within that 24hr period prior to the flag being replicated.
- 3. Permanent Self-Exclusion (Responsible Gambling)**
- a) You may permanently self-exclude from gambling with TopBetta.
 - b) To commence a permanent self-exclusion period, you must either:
 - i. Call customer service; or
 - ii. Log into your TopBetta account and click on the “Self Exclusion” option located in Accounts settings.
 - iii. Once permanently self-excluded you will not be able to log into your account or create a new account with TopBetta or MadBookie.
 - iv. Once permanently self- excluded all pending bets will stand.
 - v. Once permanently self-excluded the standing balance will be automatically withdrawn to the last active withdrawal method when pending bets are resulted.
- 4. Setting Financial Limits**
- a) A user can set loss limit on their account. To activate a loss limit, you must either:

- i. Call customer service; or
- ii. Log into your TopBetta account, click on the “loss limit” option located in the Responsible Gambling section under My Account.
- b) A loss limit means that you will not be able to lose an amount greater than the selected amount in the time period selected.
- c) A deposit limit means that you will not be able to deposit an amount into your account greater than the selected amount in the time period selected.
- d) A spend limit means that you will not be able to spend an amount greater than the selected amount in the time period selected.
- e) The periods available for loss and deposit limits and spend limits are:
 - i) Deposit limits
 - 1) Daily
 - 2) Weekly
 - 3) Monthly
 - ii) Loss limits
 - 1) Daily
 - 2) Weekly
 - 3) Monthly
 - iii) Spend limits
 - 1) Daily
 - 2) Weekly
 - 3) Monthly
- f) For loss and spend limits midnight to midnight (AEST) counts as a day (24 hours).
- g) For loss and spend monthly limits a 30 day period will apply.
- h) For loss limits, you will be allowed to place bets and enter cash tournaments (provided the funds are available in your account) up to your loss limit. You may also continue to bet with any cash winnings you receive during your selected period provided your total spend minus winnings remains under your limit.
- i) For spend limits you will be allowed to place bets and enter cash tournaments (provided the funds are available in your account) with any cash winnings you receive on that day provided your total spend including winnings remains under your limit.
- j) You may lower your deposit, loss and spend limits at any time and will take effect immediately.
- k) You may raise or remove your deposit, loss and/or spend limits, but it will only take effect after 7 days.
- l) Loss and deposit limits that have been applied to your TopBetta account will not be replicated on any MadBookie account you have.
- m) Setting a loss, deposit, spend limit on your account will apply retroactively for the period requested.

6. Members Responsibility

1. Minimum Age and Personal Information

- a) The minimum age to open an account on the Website is eighteen (18) years. TopBetta does not accept responsibility for under-age applicants.

- b) TopBetta can refuse to pay out a bet if we believe you are under eighteen (18) years of age, or you make a bet on behalf of a person who is under eighteen (18) years of age.
- c) You warrant that you are eighteen (18) years of age or older, that the name and address you supplied when opening your account are correct and that you are the owner of the sums which are deposited in your account. You agree that we may use personal information provided by you in order to conduct appropriate anti-fraud checks and to comply with any anti-money laundering and counter-terrorism financing requirements. Personal information that you provide may be disclosed to a credit reference, fraud prevention agency or law enforcement agency, which may keep a record of that information.
- d) If we cannot verify your details electronically, including but not limited to verifying your age or identity (which we are legally obliged to verify), we will contact you and ask you to provide further information to us directly.
- e) If we are unable to verify your identification details within 45 days of your account being opened, then we will suspend your account, as required by law.
- f) No funds will be returned to you until identification acceptable to us has been provided.
- g) It is your responsibility to ensure that your personal details, especially your address, telephone number and payment/bank details, are kept up to date. In the event that you do not keep your personal details up to date, TopBetta reserves the right to suspend your account.
- h) You are responsible for all wagers in which your Member ID is used, including any permitted use by a third party (see below) and you are responsible for ensuring that your user name and security details (including any account name or number details, passwords or PIN numbers) are kept confidential.
- i) If you wish to permit another individual to have access to your account and/or your member security details (such as account name, number, passwords or PINs), this must first be notified to, and approved by TopBetta and the details of the permitted individual provided to TopBetta. TopBetta reserves the right to refuse any such request for access at its sole discretion. Should TopBetta allow this, and the permitted person is not another TopBetta account holder, TopBetta will require that person to verify their personal details before allowing them access to the account.
- j) Any bet (wager) made via the Internet where a valid Member ID and password have been used (including by a permitted third party, as described above) will be regarded by TopBetta as being validly made by (or approved by) the TopBetta Member who holds the relevant account, and may not be changed, cancelled or modified.
- k) TopBetta Members should ensure that they check the balance of their account and the transaction details in their account statements each time they log into their TopBetta account and each time they place a bet. If you have a query or are concerned that there are betting transactions being made on your account that you have not authorised, it is your responsibility to notify TopBetta immediately.
- l) In accordance with the legal requirements of Australia and the requirements of our Northern Territory Racing Commission Sports Bookmaker regulations, you must have your identification verified.

- m) All bank accounts registered or credit cards that you use in respect of your TopBetta account, must be in your name and must match the details you provided in relation to your TopBetta account. TopBetta does not permit any third-party bank account or third-party credit card to be used to make a transaction on any TopBetta account which is not registered to the same name and any attempt to use any third-party bank accounts and/or credit cards with a name other than that which is registered on the account in question will be refused.
- n) Where you have used a credit card in relation to your Account, we may request a legible copy of both sides of the credit card. We may in our discretion freeze funds deposited from a credit card and winnings until such time as your credit card has been verified in accordance with this clause.
- o) TopBetta reserves the right to suspend or cancel any TopBetta accounts, without notice, which has payment details that is inconsistent with the name registered to the TopBetta account. TopBetta also reserves the right to request confirmation from the registered individual that the payment details specified on the account are correct and/or relevant consent is provided for the use of the third-party bank account or any credit card holder, prior to re-opening the relevant TopBetta account and accepting further transactions on the account. TopBetta reserves the right to request a Statutory Declaration as to the identity of the TopBetta Member and the specific use of their TopBetta Account.
- p) Where you reside outside Australia, you will be required to fulfil all our ID requirements prior to your account being activated.
- q) Under the terms of our Northern Territory Racing Commission Sports Bookmaker licence, where an account is suspended, all bets will stand.

2. Personal Information and Privacy

- a) Your personal information is any information about you where your identity is apparent or can reasonably be ascertained from the information. Personal information we may collect about you may include, without limitation, your:
 - name;
 - address;
 - bank account/ credit card details;
 - betting records;
 - devices used
 - location; and
 - IP address.
- b) TopBetta will collect, store and disclose your personal information in accordance with the requirements of the *Privacy Act 1988* (Cth).
- c) The type of personal information that TopBetta collects from you will depend on the dealings you have with TopBetta, the requirements of any licences TopBetta holds, the accompanying conditions that apply to those licences, and the laws and regulations that apply to TopBetta's business, including, without limitation, the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth).
- d) You warrant and represent that any personal information supplied by you to TopBetta is true, correct and complete and will remain so.

- e) You will, upon request by TopBetta, establish the truth, correctness and completeness of any of your personal Information to the satisfaction of TopBetta.
- f) TopBetta will take reasonable steps to:
 - i. make sure that the personal information it collects, uses or discloses is accurate, complete and up to date;
 - ii. protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure; and
 - iii. destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under the *Privacy Act 1988* (Cth).
- g) You acknowledge and agree that all personal information held by TopBetta may be used or disclosed by TopBetta as set out below and as permitted by the *Privacy Act 1988* (Cth). Without limitation, your personal information may be collected, stored, used or disclosed:
 - i. to enable TopBetta to perform its obligations to you under the Terms;
 - ii. to enable TopBetta to ensure that you perform your obligations under the Terms;
 - iii. to a credit reporting agency;
 - iv. to maintain a credit information file about you;
 - v. to carry out TopBetta's own credit assessment on you;
 - vi. for planning, research, promotion and marketing of TopBetta products and services;
 - vii. to organisations associated with the provision of TopBetta's services, such as associated data centres, including for marketing and analysis purposes;
 - viii. to a potential purchaser of, or investor in, any business conducted by TopBetta;
 - ix. where TopBetta is required to do so by law or where the disclosure is reasonably necessary to enforce the law;
 - x. to assist any other government agencies with enquiries made under state and federal legislation, for example Child Support Agencies;
 - xi. to comply with TopBetta's disclosure obligations to the racing industries and authorised sporting bodies in accordance with TopBetta's contractual obligations to those racing industries and authorised sporting bodies;
 - xii. to comply with all obligations that TopBetta has under its licence conditions, laws and regulations, including, without limitation, the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth);
 - xiii. to assist a law enforcement agency or any government agency in the performance of its functions; and
 - xiv. to protect TopBetta's rights or property or those of any other website, user of the Services or any member of the public.
- h) You are welcome to request access to any of your personal information that TopBetta holds by contacting TopBetta.
- i) There are circumstances in which TopBetta is not required to give you access to your personal information. TopBetta will let you know if one of these exceptions applies to your request.
- j) If TopBetta intends to charge you a fee for TopBetta providing you with a copy of the personal information TopBetta holds on you, TopBetta will inform you of the cost before providing you with the information.

- k) If you do not, or refuse to, provide TopBetta with any information (including personal information) that TopBetta reasonably requires, TopBetta may, at TopBetta's discretion, suspend or close any account you hold with TopBetta.

3. Participants in Events

- a) If you are a participant in, or are an associate of any participant in, an Event ("Relevant Events"), you are likely to be subject to the rules, regulations, codes, agreements and/or guidelines made by the sporting body or racing industry that administers those events ("the Rules").
- b) If you are subject to the Rules, you may only place bets in accordance with those Rules. If those Rules preclude you from betting on the Relevant Events or any aspect of the Relevant Events, you agree that you will not bet on those Relevant Events or aspects of those Relevant Events (as applicable).
- c) You acknowledge and agree that TopBetta will provide information to sporting bodies, racing industries and government authorities authorised to issue licences for the conduct of betting services and/or responsible for supervising the betting operations of TopBetta (each a "Relevant Authority") in respect of persons:
 - i. who are precluded by the Rules from betting on any Relevant Events or aspects of any Relevant Events;
 - ii. whom TopBetta or any Relevant Authority has reasonable grounds to suspect is connected to a member of the Website and TopBetta or any Relevant Authority has reasonable grounds to suspect that that person or the Member is in breach of the Rules;
 - iii. whom TopBetta or any Relevant Authority has reasonable grounds to suspect have engaged in conduct prejudicial to the interests of TopBetta or the Relevant Authority or who may have relevant knowledge concerning corruption within the relevant sport; or
 - iv. whom TopBetta or any Relevant Authority believes have made unusual or suspicious bets or have unusual or suspicious betting trends or movements or other information leading TopBetta or the Relevant Authority to query the integrity of any of the Relevant Events or a person subject to the Rules.
- d) In addition, you are precluded from the Services if you are a close associate of a person specified in clauses 6.3(c)(i) to 6.3(c)(iv). For the purposes of the Terms, two persons are "close associates" if:
 - i. one is a spouse, parent, brother, sister or child of the other; or
 - ii. they are members of the same household; or
 - iii. they are in partnership or are joint venturers; or
 - iv. one is a body corporate and the other is a director or executive officer of the body corporate; or
 - v. one is a body corporate (other than a body corporate whose shares are listed on a stock exchange) and the other is a shareholder in the body corporate; or
 - vi. one is a body corporate whose shares are listed on a stock exchange and the other is a substantial shareholder in the body corporate: or

- vii. one has a right to participate (otherwise than as a shareholder in a body corporate) in the income or profits derived from a licensee's licensed operations and the other is the licensee: or
- e) one provides:
 - i. goods; or
 - ii. services (whether as an employee or otherwise); to the other in respect of licensed operations; or
 - iii. a chain of relationships can be traced between them under any one or more of the paragraphs of this clause.

7. Conditions Relating to Betting

1. Operation of our Services

- a) You are responsible for understanding the contents of the Website and the operation of the Services. TopBetta reserves the right to change the format of the Services at any time, including in order to enhance such Services.
- b) We may determine when Events are open for betting and may close the Events at any time in our absolute discretion.
- c) TopBetta may take steps to block you from betting on our site if you are located in certain jurisdictions, for example the United States of America. However, you are entirely responsible for the information that you provide to us concerning the bets that you wish to place. TopBetta will not enquire into the reasonableness of any bets that you may offer to make. TopBetta will not be liable for incorrect entries made by you, including data input errors with respect to the odds, price or stake on offer.
- d) In the interests of maintaining integrity and fairness we may, at our sole and absolute discretion, decide to suspend betting on an Event earlier than anticipated and/or void certain bets on an Event in its entirety.

2. In the event of insolvency

- a) In accordance with the conditions of TopBetta's licence, TopBetta maintains separate secured bank accounts which at all times have funds which are equal to or greater than the total client sufficient funds in order to cover all monies owed by TopBetta to its clients in the event of insolvency. TopBetta provides monthly reports to the NTRC which include financial information confirming the status of TopBetta's accounts and provides the NTRC with annual audited financial reports.

3. Cancellation, Termination, Suspension and Breach

- a) TopBetta may restrict your access to the Services, suspend or terminate your account, withdraw your bets or void or cancel any bets outstanding to your account, in our absolute discretion with or without cause at any time, including if:
 - i. there is a technological failure;
 - ii. TopBetta suspects that you are engaging in illegal or fraudulent activity;
 - iii. TopBetta suspects that you have (or may have) breached any part of the Terms;
 - iv. TopBetta suspects you are acting in a manner that is detrimental to the conduct of our business or which may result in legal liability for you, us or third parties; or
 - v. TopBetta suspects that you may be having difficulties obtaining credit.

- b) In relation to any cancelled or void bets, TopBetta reserves the right to:
 - i. notify the Commission of any actions we have taken;
 - ii. hold in your account any money relating to these bets, until a determination has been made by the Commission as to how these funds are dispersed; and/or
 - iii. demand that you pay TopBetta the relevant outstanding amount relating to these bets if there are insufficient funds in your accounts.
- c) If you wish to cancel your account, this can be done by emailing help@topbetta.com or contacting via phone or LiveChat with details. Any existing bets as at the cancellation date will stand and a final payout value will be determined once all bets have been concluded. It will be your responsibility to clear your account.

4. Gambling by those under age

- a) If TopBetta is notified that you are under 18 or were under 18 when you entered into any betting transactions on the Website (“under age”):
 - i. TopBetta will immediately prevent you from entering into any betting transactions, making any withdrawals from or using your account;
 - ii. TopBetta will investigate the claim that you are, or were, under age, including whether in fact you have been betting as an agent for or at the behest or on behalf of another person;
 - iii. if TopBetta finds that you are, or were, under age, TopBetta will notify the Commission and any other relevant party and all winnings which have accrued and remain in your account or which are otherwise due to be credited to your account, will remain in your account until a determination has been made by the Commission as to how these funds are dispersed;
 - iv. you must pay to TopBetta all winnings gained from betting whilst under age on demand. Should you not comply with this duty, we will seek to recover from you or to set off against any stakes placed by you any winnings paid to you as a result of bets placed together with the costs of such recovery. Any sums recovered will belong to TopBetta;
 - v. we will not return to you any charges paid by you to us in respect of bets made whilst you were under age; and
 - vi. any winnings you may make through your account shall be forfeited to the Commission.

5. Bonus Bets Turnover Requirements

- a) For any promotion where Bonus bets are received, the corresponding deposit and any winnings from the bonus bets must be turned over two times, at odds of \$1.50 or greater on racing or \$1.80 for sport before any withdrawals can be made on the account.
- b) Only the first stake on any particular event will count toward the applicable minimum turnover requirements. Subsequent bets on different entrants, runners, teams, sides or otherwise in the same event, will not count toward any applicable minimum turnover requirements.
- c) Other turnover requirements may be applicable (please refer to [TopBetta Betting Terms & Conditions](#))

6. Betting and Eligibility Rules

- a) All bets are subject to the TopBeta Betting Rules as set out in [TopBeta Betting Terms & Conditions](#)

8. Payments

1. General

- a) Web Active Corporation Pty Ltd, trading as eWAY, is responsible for management of credit and debit card payments and credits in relation to the Services. For further information, please refer to www.eway.com.au. In accordance with rule 1.5.1 (n), TopBeta may require you to provide copies of the front and back of any credit card used to fund your account. Any details will be stored securely and in accordance with TopBeta's privacy policy.

2. Deposits

- a) Deposits to your account may be made via credit or debit card, BPAY or direct bank deposit. You must abide by the respective rules set by the providers of these deposit mechanisms.
- b) Deposited funds must be turned over once.
- c) When making a deposit using a credit card for the first time you will be prompted to verify your credit card. To achieve this, the credit card deposit must be made in whole dollars, this deposit will automatically add a cent value to the amount debited from your credit card. It is this cent amount that is used to verify your account. You will be required to review your credit card statement to retrieve this cent amount. To verify, the cent amount is to be entered in the Verify Card field when you make a deposit using the same credit card. This cent amount will be added to your TopBeta account balance after the card is verified.
- d) A minimum deposit for a credit card to be verified is \$10.

3. Withdrawals

- a) Withdrawals from your betting accounts are governed by the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) and, as a result, certain conditions may apply. These may include, without limitation, a withdrawal being:
 - i. made via the last method of deposit
 - ii. restricted by time
 - iii. restricted by account activity
 - iv. restricted by value
 - v. *For further information, please refer to the legislation.*
- b) All credit cards listed against a TopBeta Account must go through the credit card verification process prior to a withdrawal being processed.
- c) Withdrawals are normally processed within seven (7) days.
- d) Your first withdrawal, if you have deposited via credit card, will be refunded back to your credit card to an amount as determined by TopBeta. Any part of your withdrawal in excess of the refunded deposits will be processed to the nominated bank account. TopBeta reserves the right to refund to credit card any future withdrawals beyond the first.
- e) TopBeta reserves the right to hold or cancel any pending withdrawals, subject to further verification of your identity or your credit card.

9. Miscellaneous

1. Matters beyond our reasonable control

- a) We are not liable for any loss or damage that you may suffer because of any act of God; power cut, trade or labour dispute, act, failure or omission of any government or authority, obstruction or failure of telecommunication services, or any other delay, Services interruption or failure outside of the control of TopBeta. In such an event, we reserve the right to cancel or suspend the Services without incurring any liability.
- b) We are not liable for the failure of any equipment or software howsoever caused, wherever located or administered, whether under our direct control or not, that may prevent the operation of the Services, impede the acceptance of bets, or prevent you from being able to contact us. In particular, you should be aware that if you place a bet with the intention of subsequently placing a separate bet to reduce the liability incurred by the initial bet, there can never be a guarantee that the Services will be available at the point you wish to place the subsequent bet.
- c) We will not be liable for any failure to perform by a third party.

2. Indemnity

- a) You agree to indemnify and hold us and our associated companies, affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or demands made by any third party arising out of your breach of the Terms (including documents incorporated by reference) or out of your violation of any law or the rights of any third party.
- b) You acknowledge that TopBeta and its affiliates will hold information with respect to your identity, including but not limited to your name, address and payment details. You agree that we rely on this information in entering into the Terms and you agree to hold us harmless against any falsehood or inaccuracy contained in the information you provide us.

3. Limitation of liability

- a) To the extent permitted by law, we exclude all representations and warranties as to the satisfactory quality and/or fitness for its intended purpose and/or accuracy and completeness of the Services.
- b) We will not be liable to you for any loss that you may incur as a result of any loss or misuse of your password, and we accept no liability resulting from its unauthorised use, whether fraudulent or otherwise.
- c) To the extent permitted by law, in no event will we, or any of our suppliers, accept any liability however arising for any losses you may incur as a result of using the Services. Under no circumstances will our liability under or in connection with the Terms, whether arising for breach of contract, negligence or other tort, equity or otherwise exceed the amount of the relevant bet placed by you. Under no circumstances will we be liable for any indirect, special or consequential damages, loss of profits (direct or indirect) or loss of the benefit of any bet, whether such loss arises from breach of contract, negligence or other tort, equitable duty (including for the avoidance of doubt in relation to any bet(s) or Event(s) voided by us) or otherwise even if we had been advised of or known (or should have known) of the possibility of such damages or loss.
- d) Nothing in the Terms excludes our liability with respect to death and personal injury resulting from our negligence, or that of our employees, agents or subcontractors.

- e) Except for any liability that cannot be excluded by law, we (including our officers, employees and agents) are not liable and do not accept responsibility for:
 - i. bet selections that are not received or which are received and subsequently corrupted or rejected by the Web Site server, whether or not after receipt by us;
 - ii. any lost, misdirected or corrupt emails to or from the Web Site;
 - iii. the Website not being continuously available for use;
 - iv. any loss or damage whatsoever (including but not limited to direct, indirect or consequential loss) or personal injury suffered or sustained in connection with your use of the Web Site or the award or payment of a prize or otherwise relating to the use of the Web Site, however caused, including failure of the Web Site or incorrect or corrupt data supplied to you;
 - v. any theft, unauthorised access or third-party interference;
 - vi. any variation in the value of any prize; or
 - vii. any tax liability incurred by you.

4. Right of set off

- a) We may at any time, without notice to you, notify the Northern Territory Racing Commission and set off any liability owed to us by you, including (without limitation) in relation to any TopBetta account in your name or which we believe to be under your control, against any funds held in another TopBetta account in your name or which we believe to be under your control in accordance with the terms of the Agreement.

5. Intellectual property

- a) TopBetta is the owner of:
 - i. all copyright and related rights in and to the Website, including, without limitation, rights in databases and all rights in any price data and related content on our site except for certain third-party rights;
 - ii. all trade mark rights, whether registered or unregistered, in and to TopBetta and the TopBetta logo; and
 - iii. the domain name www.topbetta.com.au which is our uniform resource locator ("URL").
- b) Any unauthorised use of any of these rights may result in prosecution or other action being taken against you
- c) You hereby assign to TopBetta absolutely, any and all copyright and other intellectual property rights throughout the world in all media whether now known or hereafter developed, for the full period of copyright, including by way of present assignment of future copyright and all other rights whatsoever, in any offers for bets or bets placed by you on our site.
- d) Any data licensed to TopBetta is provided for use on the Website only and may not be used for any commercial purposes without the consent of such third parties.

6. Dispute Resolution

- a) TopBetta will attempt to resolve any disputes or complaints that you may have in regard to our products or service. If you wish to raise any issue with us, then please email TopBetta using the help@topbetta.com email address.

- b) If you have a betting or gaming dispute in relation to one of our products or services which you believe that TopBetta has not satisfactorily resolved by first contacting TopBetta as described above, you can approach the Northern Territory Racing Commission with your complaint.
- c) Disputes can be referred to the Commission by completing the online gambling dispute form located at: <https://nt.gov.au/industry/gambling/complain-about-a-bookmaker-or-betting-exchange-operator/gambling-dispute-form>, for final determination. You must make this approach and submit your dispute to the Northern Territory Racing Commission within 14 days of the end of the Event in dispute.
- d) Any decision of the Northern Territory Racing Commission is final and binding on both parties.

7. Dormant Accounts

- a) If there have been no transactions on your account for a period of twelve consecutive months (or longer TopBetta) will deem your account to be a Dormant Account.
- b) TopBetta will charge an administration fee of up to \$10 per month including GST to each Dormant Account as a reasonable fee to cover our expenses in maintaining inactive accounts and we shall apply this charge monthly from the time that your account becomes a Dormant Account until you make a transaction on the account, you close your account, or until the account balance is \$0.

8. No access to pools

- a) Individual retail customers from Australia cannot access the Global Tote pools. Products that are derived using alternate fixed odds and/or tote prices are regarded as fixed odds or tote derivatives.
- b) In Australia, bookmakers may choose to manage their risk by betting back into tote pools, with other fixed odds bookmakers, betting exchanges or the Global Tote. Bets on GoatTop, GoatMid and GoatSP prices do not automatically end up in the Global Tote or other tote pools. Bets placed into tote pools by the bookmaker are for the sole purpose to manage their risk. Only licensed, approved wagering operators can access the Global Tote pools directly.
- c) The Global Tote can be used by wagering operators that offer the product to their customers in jurisdictions that allow these bet types such as the US and the UK, but only through licensed operators in those jurisdictions.