



# BETINANCE TERMS

Official document of Betinance Platform

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BETINANCE COMPANY

[Betinance.com](http://Betinance.com)

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*This is an agreement between Betinance Company, its affiliates and subsidiaries (collectively referred to herein as “Betinance”, “we”, “us”, “our” or “Company” or “Operator”) and you (together with Betinance, the “Parties” and each a “Party”). By using any Betinance service, whether through Betinance platform (Betinance.com), using any associated module, API, or mobile application (collectively, “Services”), you agree that you have read, understood, and accept all of the terms and conditions contained herein (the “Terms”), as well as our Privacy Policy located at <https://www.Betinance.com/privacy>, and Cookie Policy, located at <https://www.Betinance.com/cookies>.*

*All references to ‘you,’ ‘your,’ or the ‘user’ mean the person or persons, using the Betinance platform and/or using the Services via the Betinance platform. The Terms and conditions (hereinafter referred as “Terms” or “T&C”) affect your obligations and legal rights, including, but not limited to, waivers of rights and limitation of liability. If you do not agree to these Terms, please leave this Website now!*

## **I. ACCEPTANCE OF THE TERMS & CONDITIONS**

- 1. These Terms certifies that you can participate on the Betinance platform as a user of Services (User) or as a Recruiter (together referred as Participant). The Company is qualified operator of the Betinance platform. Company is operating the Application under licence agreement from a partner company. Company operates the Platform with ensured IT support based on Service agreement from contractual software company.*
- 2. You hereby accept this terms and conditions represents all the terms between you and Betinance Company such as operator of Betinance Platform. Any Participant on Betinance Platform shall accept and comply with all points of this Terms. Terms are a legally binding agreement between you and Betinance as an operator of the Platform,*
- 3. By accessing and using the Services on the Betinance Platform (hereinafter referred as “Plattform”) including the referral program, you are indicating that you accept, and agree to comply with these Terms. If you do not accept these terms, you are not permitted, and you must not, access or use the Platform. Please read these terms carefully and in its entirety.*
- 4. By accessing, attempting to access or by using or attempting to use the Platform or any of its functionalities, the User agrees to be legally bound in full extent by all of these Terms, as well as any other terms and conditions incorporated into these Terms by reference. To acquire specific rights under the Terms, the User must expressly and without any reservation consent with the Terms by taking the required action(s) on the Platform.*
- 5. The Company reserves the right to modify, amend or change these Terms at any time and in any way without written notice to Users. The User expressly acknowledges and agrees that only the latest version of these Terms shall apply to him. The Company shall publish the latest update of these Terms on the Website or the Platform. It is the User’s sole responsibility and obligation to check for the updates of the Terms and keep himself acquainted with all rights, obligations and information ensuing from the updated version of the Terms*

## **II. HEADINGS AND DESIGNATIONS**

- 1. The headings of articles or provisions in these Terms are used only to provide better orientation and shall not be used to interpret or limit interpretation of any such article, provision or of these Terms as a whole.*

2. *Designations of definitions, terms, concepts and parties of this agreement is only for purposes of better orientation (Designation). However the Designation in this agreement is not legally binding and might be used inconsistently in this agreement.*

### **III. ACKNOWLEDGEMENT**

1. *There is no assurance that using of referral program or using the Services (Participating) will be deemed compliant by any regulatory authority, including but not limited to internal revenue service, any tax authority or any law of any jurisdiction.*
2. *Prospective parties to this agreement should not construe this agreement or any other attendant communications as legal, investment, tax, regulatory, financial, accounting or other advice.*
3. *Prior to Participating, you should carefully review any risk factors that are provided or otherwise are risk factors associated with participation and consult with your own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, risks, and other consequences of such action.*
4. *There may be adverse tax, or legal consequences for Participants upon certain future events. Participating may result in adverse tax consequences to Participants, including but not limited to withholding taxes, income taxes, winning taxes, sales or use taxes, rescission, tax reporting and registering requirements.*
5. *Each Participant should consult with and must rely upon the advice of its own professional tax advisors and attorneys with respect to his country and non-tax treatment of a Participating through this agreement. You hereby accept all the legal risks of legal consequences of using the Services or the referral program.*
6. *You acknowledge that this platform is not a gambling or trading or financial service or other platform that should be regulated in country of your residence. The platform is unique system that only allows you to use the specified Services on your own risk according to terms specified on websites and by this agreement. You hereby declare that you understand this and if there is different legal interpretation according to Applicable law you will not start or stop to use the Services otherwise you breach this agreement you are responsible for this.*
7. *This document or any marketing material as but not limited to explainer video, texts on websites, betting strategy, information mails or post on social media presented by Company or any Recruiter is not a solicitation for investment or gambling.*
8. *Participation is only for sophisticated users who are knowledgeable in the features and risks relevant to the technologies and cryptocurrencies. Users acknowledge that Company is not responsible for Bitcoin price in any way, Betinance is only downloading the data from Binance.com through API. Therefore use acknowledges that there might be huge volatility on Bitcoin price chart which might result significant change in value of users Balance based on that.*
9. *Company is only an operator of the Platform but not the owner of the Platform, including [www.betinance.com](http://www.betinance.com) domain however all the Services and referral system are offered by the Company. You acknowledge that operator of the Platform might change without prior notice.*

10. *You as user have no relation to application licensor (Owner). Owner has relationship with Betinance operator (us) based on sublicense agreement and other contracts. Owner has no responsibility to users, governments of any country or any regulatory authority or other stakeholders of the Platform.*

#### **IV. GENERAL USE**

1. *By entering the agreement you represent and warrant that you:*
  - a. *You are an individual, at least 21 years of age or older (its our internal consideration),*
  - b. *have the mental capacity to enter into this Terms*
  - c. *have not previously been suspended or removed from using our Services; and*
  - d. *have full power and authority to enter into this agreement and in doing so will not violate any law or other agreement to which you are a party*
  - e. *are skilled in cryptocurrency field and perfectly understand all financial and security risks connected to cryptocurrencies and using the Platform. That means you are able to place Bets depending on the technical market analyze, fundament analyze or other qualified form of decision but not a random choose*
  - f. *are enough and fully informed about how the Platform works who is the operator and about all consequences of Participating on the Platform.*
2. *If you are registering to use the Services on behalf of a legal entity, you further represent and warrant that:*
  - a. *such legal entity is duly organized and validly existing under the Applicable Laws of the jurisdiction of its organization, and*
  - b. *you are duly authorized by such legal entity to act on its behalf.*
  - c. *You will not breach any law or any point of this Terms*
3. *We may change the terms of this Terms at any time without prior notice. Any such changes will take effect when posted on the Betinance platform, or when you use the Services. It is your responsibility to update about the terms and conditions posted on Betinance platform and all its new updates. Continuing of using our services after publishing the Terms update is expression of your acceptance of these Terms.*
4. *Read the Terms carefully on each occasion you use the Services. Your continued use of the Services shall signify your acceptance to be bound by the current Terms. Our failure or delay in enforcing or partially enforcing any provision of this Terms shall not be construed as a waiver of any of Company rights.*

#### **V. DEFINITIONS**

1. **“Account”** *is unique folder of the User in the Application which is accessible for the User through the Platform by signing in. In order to create an account user has to manually confirm this Terms and make the Registration. Account is connected to unique BTC or other virtual currency address.*
2. **“Announcement”** *is a data validation process which happens within the last second of the Round when is compared the Base price with the Final price. Considering the price different it is announced the Winning pool and placed Bets are redistributed within the Winning pool through the Redistribution service according to conditions stated on Website.*
3. **“API”** *means application programming interface, and is not a Service, API services are governed by separate agreements according to internal guidelines.*

4. **“Balance”** is a service credit, respectively a number in user Account showing the actual amount of BTC that is possible to user for services. Betinance platform provides you to make a self-custody of your Virtual currency thru the Deposit Service in order to topup balance of your Account.
5. **“Bet”** is a single usage of Betting Pool service by Participant in certain round. It is not a bet as a well-known meaning but it is an internal system transaction when users funds are blocked on the Balance and transferred to the Betting Pool service. By this transaction user changes the Relevant Data on the Platform. This service is free. Platform and the Company has no interest on profit or loss of any user.
6. **„Betinance Application“** or Application is software consisting of web application, (iOS and android App – in future) mobile version and API and other modules specified by internal Guidelines of the Company. Application uses one central database for whole Betinance project and therefore Services similar to ours might be accessible through the other third party (other operators) interface via API. (Such relationship is based on independent terms closed between user and third party which has internal agreement with the Company or Companies API providing partners.) Company operates the Application based on software license agreement and service agreement from the third party which allows us to operate the Platform and assures us the technical background.
7. **“Betinance Platform”** or “Platform” is a user interface of the Application that allows you to use our Services or Referral program as an User. Platform is consisting from website and back office. Platform might be used through betinance.com domain on desktop, mobile web or mobile APP. Platform is operated by us.
8. **“Betinance project”** is an complex project consisting of structure of independent legal entities with own interests cooperating on running the Application (Company, its subsidiaries, Licensors, License source or other operators of the licence for betinance Application) Company is part of Betinance project. Users or Participant and neither Recruiters are not a part of Betinance project.
9. **“Betting Pool service”** is a service allows user to create his own Bet for the displayed relevant data - to Bitcoin price. Bet is done just by user and this service allows him to transparently block certain amount from his account to the Betting Pool.
  - Thanks to this service Platform mediate the option to make the fair Bet up to users wish
  - All the bets are therefore between users, so Platform does not set the rate or other conditions.
  - User is creator and responsible entity for this Bet and Company as an operator of the platform is only a technical guarantee of this pool service as explained in this Terms.
  - Betting pool service allows Participant to create a bet during the Active round
  - Betting pool service will announce the winner pool of the certain round which includes all the successful Participants and shows the Previous Round Pool data
  - There are two types of pools:
    - i. **“Down Betting Pool”**
      - This pool allows user to create a bet that the future rate of BTC/USDT on Binance.com will be lower than the rate of the Base price of the Actual round
    - ii. **“Up Betting Pool”**
      - This pool allows user to create a bet that the future rate of BTC/USDT on Binance.com will be higher than the rate of the Base price of the Actual round

10. **“Checkout Process”** means all the steps and forms on the Platform or the Website or any mobile device or email communication, that a User must go through in order to register as a User or verify himself in order to Use the Service.
11. **“Final Price”** is a rate of BTC/USDT which is downloaded from the Binance.com in the moment and for the purpose of the round Announcement. Final price of the certain Round equals to the Base price four Rounds later.
12. **“Hack”** means any virus, trojan horse, worm, backdoor, or other software, hardware, or blockchain code or tool that devices the effect of which is to permit the unauthorized access to, or to disable, erase, modify or otherwise harm or deprive the User's lawful right to use the Platform or Services
13. **“Loser”** means Participant that is a single of partial member of the Losers pool. That means a Participant that made a Bet during the active round to the Up or Down betting pool which was considered by the Application as Losers pool pursuant to this Terms.
14. **“Losers pool”** is one (Losing pool) part of total amount deposited in Betting Pool System which is considered by Announcement of the Round. It is always:
  - a. Up Betting pool if the Base price is higher than than the Final price
  - b. Down betting pool if the Base price is lower than the Final price
15. **“Participant”** is user that participates on referral program or using the Services or both
16. **“Relevant Data”** means dynamic data displayed from the database of the Application to the users interface (to the Platform) which might become relevant information for use in order to use Bet Pool Service or not. This data includes (but not limited to):
  - a) **Data showing the rate of BTC/USDT on Binance.com**
    - These data are downloaded by third party API from Binance.com and
    - These data are displayed as were downloaded just in time
    - These data include: Actual rate, Base price and Final price
    - There is a chart with the same data from Binance.com
  - b) **Actual Bet Pool data showing these information just in time**
    - How many users are currently using the Betting Pool Service
    - How many users are using the Down Betting Pool
    - How many users are using the UP Betting Pool
    - How big amount is in Betting pool service
    - How big amount is in Down Betting Pool
    - How big amount is in UP Betting Pool
  - c) **Actual round information**
    - Number of round which is unique
    - How much time left to use the Betting Pool Service within the current round
    - Actual time to round announcement
    - Base price (BTC/USDT) which is downloaded every 5 minutes - in first second of new round
    - Actual price - is BTC/USDT price which is updated every second during the Round is Active or in Draw. After the Round is finished (after Announcement) the Actual price will stop to be relevant for this Round so in the moment of Announcement the Actual price becomes a Final price.
    - Final Price determinate the result of the Announcement. This price will not change anymore.

**d) Approximative forecasting data**

- *How big gain might user get by Using the Down Betting Pool within the current round*
- *How big gain might user get by Using the UP Betting Pool within the current round*

**e) Previous Round Pool Data**

- *Number of certain round*
- *What was the base price*
- *What was the final price*
- *How many users used the Betting Pool Service*
- *How many users used Down Betting Pool*
- *How many users used the UP Betting Pool*
- *How big amount were deposited to Betting pool service*
- *How big amount were deposited to Down Betting Pool*
- *How big amount were deposited to UP Betting Pool*
- *How many deposits were made to Betting pool service in certain round*
- *How many deposits were made to UP Betting Pool in certain round*
- *How many deposits were made to Down Betting Pool in certain round*
- *Login of all Winners of the previous round*
- *Login of all Participants of the certain round*
- *How big amount were deposited to Betting pool service by each Participant of the certain round*
- *How big amount were deposited to Down Betting Pool by each Participant of the certain round*
- *How big amount were deposited to UP Betting Pool by each Participant of the certain round*
- *How many deposits to Betting Pool service were done by all the participants of the certain round*
- *How many deposits to Down betting Pool were done by all the participants of the certain round*
- *How many deposits to Up Betting Pool were done by all the participants of the certain round*
- *What is the announcement of the certain round (UP/Down)*
- *How big amount was won by each Participant of the certain round*

**f) "Static data"**

- *How big System Fee is deducted for using the Betting Pool Service*
- *Fix rule of the round - all bets are irreversible*

17. **"Referral program"** or **"Affiliate Program"** is an multi level marketing system which allows User to invite new user thanks to Referral link. Referral program pays percentage from every round where recommended User became a Participant.

18. **"Referral link"** (also referred as Affiliate link) is a unique link of User available in backoffice that allows the user to participate on Referral program

19. **"Recruiter"** is a User participating on Referral program

20. **"Restrictions"** mean any restrictions applicable to the User or other Person, including any restrictive order, limitation of his legal capacity or capacity to act, and any other restriction imposed by any Applicable law, regulation or a decision of a public authority or government body, which would restrict, prohibit or put in doubt his ability or right to access or use the Platform, or to access or use of any of its functionalities;

21. **"Round"** is time period determined as the basic time block of the Platform which lasts 20 minutes at all. Round is divided into 2 parts:

- a) **“Active round”**: The Active round last 5 minutes and is determined as a time block for using the Betting Pool Service
  - b) **“Drawing round”** is rest 15 minutes when it is not possible to use the Betting Pool service anymore. During this time period is Platform waiting for Final Price in order to compare the Base price with the Actual price in 15 minutes respectively Base price of fourth round after the mentioned Active round finished.
22. **“Services”** means one or more features provided or operated by Betinance via Betinance platform in form of website (mobile or desktop) or mobile app, including but not limited to:
- a. **“Bonus”** which is a special service allowing users to win an additional reward as a marketing stimulation
  - b. **“Deposit and Withdraw services”** are services which allows you to:
    - i. generate and store BTC address, and
    - ii. Deposit to the system via the generated and stored BTC address - to top up Balance
    - iii. Sending a request of Withdraw from the system which will send the request via the Platform to the Application to send virtual currency in value lower or equal to Users balance from the stored public key of the wallet or from others connected to the Application; and
    - iv. Display actual balance of your Balance on Betinance Platform.
  - c. **“Displaying the Relevant data service”**, which allows you to see this data just in time.
23. **“Suspension”** is when User Account is suspended which results that it is not temporarily possible for unspecified period of time
24. **“System fee”** (or Fee) is a fee for using the Betinance Platform Services
25. **“User”** is someone who use any of the Services provided or operated by the Company via Betinance Platform. User has registered Account on the Platform.
26. **“Virtual Currency”** means a cryptocurrency, digital currency, digital asset, crypto-asset or other such similar term describing, for example Bitcoin or others.
27. **“Visitor”** is any physical person or legal entity who is on the Website
28. **“Winning pool”** (or Winners pool) is one part of total amount deposited in Betting Pool System which is considered by Announcement of the Round it is always:
- a) Up Betting pool if the Base price is lower than than the Final price
  - b) Down betting pool if the Base price is higher than the Final price
29. **“Winner”** means Participant that is a single of partial member of the Winners pool. That means a Participant that made a Bet during the active round to the Up or Down betting pool which was considered by the Application as Winners pool pursuant to this Terms.
30. **“Website”** is the virtual space and any content that is available on [www.betinance.com](http://www.betinance.com) or any of its mirrors. Emails accepted from Betinance are not part of website.

31. *“Winners Redistribution service” (or Redistribution) is an algorithm in the Application that assure the fair redistribution of funds between the Winners pool and Losers pool. The algorithm considers firstly the Winners pool according to Announcement. In the second step the funds are redistributed between the Winners according to total value of Bets deposited to the Winners Pool.*

## **VI. APPLICABLE LAW**

1. *Your relationship with Betinance and use of any of the Services may be subject to the laws, regulations, and rules of governmental or regulatory authorities in your or our jurisdiction (“Applicable Law”).*
2. *By entering into this Terms, you agree to act in compliance with and be legally bound to any and all Applicable Law.*

## **VII. COMMUNICATIONS**

1. *By entering into this Terms, you understand and agree that any and all communications from Betinance may be provided to you via electronic mail at the address you provided when creating your Account.*
2. *You agree and acknowledge that Betinance shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with this Terms your use of Services so long as such notice is provided to the email address associated with your User Account.*
3. *You further acknowledge and agree that Betinance shall also be permitted to communicate with you through other methods, including via telephone call or instant messaging or chat applications either operated by Betinance or a third party.*

## **VIII. THE BETINANCE PLATFORM & BETTING POOL SERVICE.**

1. *The Platform is provided to you exclusively by Betinance Company which is the Platform operator (according to its role in Betinance project).*
2. *At no point will Betinance ever provides you a service of payment account, bank account or electronic money. Betinance only allows you to top up Balance and to use other Services related to non-zero Balance as Betting Pool Service.*
3. *The Platform is only capable of supporting certain Virtual Currencies and payment systems for Deposit and Withdrawal services*
  - a) *Bitcoin (primary)*
  - b) *Other virtual currencies - altcoins (as a Deposit or Withdrawal method in the future) as shown when using the Deposit Services.*
4. *All the transactions and internal accounting of the Platform (especially within the Rounds and Announcement) are done in the Virtual currencies (concretely in Bitcoin (BTC)) despite the BTC to FIAT value*

5. *Under no circumstances should you attempt to deposit Virtual Currencies in your Betinance platform that the Betinance platform does not support.*
6. *Using the Service of Betting Pool service works like this:*
  - a) *User has to deposit balance to his Account on the Platform*
  - b) *User checks the Relevant data available on the Platform*
  - c) *Users decide whether to make or not to make a Bet on his own*
  - d) *Users might decide to make a Bet to the Down Pool or Up Pool after considering other users Bets or considering his prediction based on other aspects*
  - e) *User creates a bet by entering a service of Down or UP betting pool which results in a non-reversible deposit to this pool. By entering this service, the User becomes a Participant*
  - f) *User's action is saved in the Application and the amount of the Bet provided by the user is blocked from his Balance in the Account.*
  - g) *The Bet of the user is shared with all visitors of the Platform just in time - this action might be considered as Relevant Data for other potential or active Participants or Users of the Platform*
  - h) *After the Active round finishes, the status of the Round changes to Drawing round for 15 minutes. During this period, it is not possible to use the Betting Pool system anymore. During this period of time, the User is allowed to participate on the other Active rounds without limitation.*
  - i) *After 3 more active rounds are passed, respectively 15 minutes left, there comes an Announcement of the Round which is not a part of the Round. There are announced winners which are always those Participants whose bets were deposited to the Winning Pool.*
  - j) *The redistribution takes place just after the Announcement of the Winning pool, and its Participants get redistributed back the Bets placed into the Winners pool plus redistributed bets from the Losers pool according to the height of the total value of Bets deposited into the Winning pool.*
  - k) *The result of the Winners redistribution process is saved and is displayed as a Relevant data for the next potential Participants on the Platform.*
7. *Users are allowed to place any Bet between 0,0001 BTC up to 60 BTC one Bet. Without limitation to one Round. There is not any limitation of number of Bets in one round.*
8. *User is allowed to Bet on Up betting pool and Down betting pool in one Round.*
9. *User hereby declares that he will not treat the Platform (placing of the Bets according to these Terms) as a gambling or financial product. By entering the Betting pool service, the user is creating a peer-to-peer bet which result is not depending on random choice but on the Bitcoin price.*
10. *It is not possible to withdraw the Balance without entering the Betting pool Services*
11. *There is a weekly Bonus (Jackpot) system which is a part of the services.*
12. *There might be other bonuses such as deposit bonus (percentage from deposit) or free registration bonus.*

## IX. NOTES

### 1. Betinance platform deposit Address and storage.

- A. *When you create an Account, the Services (Application), generate and store an unique bitcoin address (Subwallet) connected to your Account. This Subwallet under control of the Company.*
- B. *All Bitcoin funds transfer sent to this wallet will add funds to your Account on the Platform*
- C. *The wallet shall be used only by You. Nobody else than you should send Bitcoins to this wallet. Every transfer shall be direct and shall not be done by any provider or even exchange or third party. As a user you are solely responsible for this.*
- D. *There might be a fee that is counted by third party as blockchain miner which will affect the total value of funds added to you Balance.*
- E. *All the funds are hold in wallet system which is part of the Application and is in responsibility of the operator - Company.*
- F. *You acknowledge that losing the access to your Account means losing access to the funds in your Balance.*

### 2. Relationship.

*Company is an independent contractor for all purposes and is not your agent or trustee.*

### 3. Accuracy of Information.

- A. *You represent and warrant that any information you provide via the Services is accurate and complete.*
- B. *Information and fees or whatever on Websites might be changed at any time.*

### 4. No Cancellations or Modifications.

- A. **You acknowledge that all the Bets are irreversible.** *Company will not refund or block any Bets except the Account Suspension when its not possible to place any bet or use other Services.*
- B. *Once a transaction request has been submitted via the Services, the Betinance platform will automatically complete or reject the request and you will not be able to cancel or otherwise modify your transaction request.*
- C. *Company has no control over the result of any Round*
- D. *As a result, all transaction requests initiated via the Services are irreversible.*



- E. *You acknowledge and agree that Company is not responsible for any errors or omissions that you make in connection with any Virtual currency transaction initiated via the Services.*
- F. *You acknowledge and agree that Company is not responsible for any errors or omissions that you make in connection with missing the right button or choosing the bad pool or any other loss connected with using the services*
- G. *For instance, if you mistype a Platform address or otherwise provide incorrect information in connection with any transaction request to withdraw virtual currencies via the Service, the Virtual currencies will be sent to whatever wallet address or information you provide. We strongly encourage you to review your transaction request details carefully before completing any transaction requests via the Services.*
- H. *If you make bet bigger than your balance there will be deducted 100% of your balance as a Bet. It is your responsibility to check the value of the Bet. There is no checking button when placing a bet. You declare that clicking on the UP or DOWN buttons means your serious interest to make certain Bet.*
- I. *You warrant that you will not use the services when you drunk the alcohol or used anything that decrease you ability of fresh decision.*

## **5. Taxes.**

- A. *It is your responsibility to determine what, if any, taxes apply to the transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority pursuant to your Applicable Law.*
- B. *You agree that Company is not responsible for determining whether taxes apply to your Bitcoin transactions or for collecting, reporting, withholding or remitting any taxes arising from any Bitcoin transactions.*

## **6. Fees**

- A. *Betinance does not currently charge a fee for any Service except Winnings Redistribution service. However, we reserve the right to do so in the future, and in such case any applicable fees will be added without prior notice.*
- B. *Network fees (including, without limitation “miner’s fees” or Bitcoin blockchain operator fees) may apply to a transaction.*
- C. *We may attempt to calculate such a fee for you. Our calculation may not be sufficient, or it may be excessive. You can not select a height of the fee however it can be possible in the future.*
- D. *You are solely responsible for paying any such fee and Betinance will neither advance nor fund such a fee on your behalf, nor be responsible for any excess or insufficient fee calculation.*
- E. *For using the Winning Redistribution service there is charged a 6% Service fee from the volume of your winnings. It means that id you lose you pay no fees :)*

- F. *All the fees are deducted from your account automatically and for purpose of this agreement are always considered as correct*
- G. *Fees height or even a logic (for example there can be percentage fees with certain conditions or whatever) might change at any time.*
- H. *If the Round is canceled the service Fee is not paid because the Redistribution service is not used*

## **7. Third Party Services and Content.**

- A. *In using the Services, you may view content or services provided by third parties, including links to web pages and services of such parties ("Third Party Content").*
- B. *We do not control, endorse or adopt any Third Party Content and have no responsibility for Third Party Content including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction.*
- C. *In addition, your dealings or correspondence with such third parties are solely between you and the third party and shall not be affected by this Terms in any way.*
- D. *You agree and understand that we are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third Party Content is at your own risk.*

## **8. Limits and terms of transaction**

- A. *Deposits are processed instantly*
- B. *There is no maximum deposit*
- C. *There is minimum deposit of 0,001 BTC*
- D. *There is not a limit amount that can be held on users balance.*
- E. *There is minimal withdraw of 0,005 BTC*
- F. *There is maximum withdraw of 10 BTC in one transaction*
- G. *There is maximum withdraw of 100 BTC a day.*
- H. *Most of the withdraws is processed automatically (up to 2 BTC). Bigger withdraw than 2 BTC shall be on special request from support (pursuant to internal security guideline)*
- I. *We reserve the right to process withdraws within 48 hours, or even more in special situations.*

- J. *There is a limit of 100 BTC withdraw a day. The daily limit higher than 2 BTC is set independently for each user. In such information will be user agreed with support.*
- K. *The minimum bet is 0,0001 BTC*
- L. *The maximum Bet is 100 BTC*
- M. *There is not minimum winning*
- N. *There is no minimal Service fee*
- O. *There is no maximal Service fee*
- P. *The service fee from Betting Pool Service is always 6% (but can be changed anytime)*

## **9. Referral program**

- A. *The Referral program is an independent part of the platform which is separated from the Services or Bonus.*
- B. *Referral program is accessible to any User on the website with non-zero balance*
- C. *In order to Participate on the Affiliate program just use the Referral link in your backoffice and let you friend or potential User of the Platform to register*
- D. *By accessing the affiliate programm you are becoming a Recruiter.*
- E. *It is strictly prohibited to create multiple account in order to earn on your own Bets or in order to have bigger revenue thanks to acquiring the referral commision from more than one level.*
- F. *In order to earn on the Referral program your recruited users do not have to be in Winning pool*
- G. *Recruiter will earn certain percentage from each Bet of the recruited Participant according to following terms:*
  - *1. st Level is without any condition*
  - *First level earns you affiliate bonus of 1% of all bets of recruited Participants within the announced rounds.*
  - *2. Nd Level (means user recruited by your affiliate) has a condition to have at least 5 recruited Participants with non-zero Balance in the first level*
  - *Second level offers you to earn 0,5% per each announced of your recomendated users on your platform*
  - *3. Rd level (means user recruited by Recruiter in your second level) has a condition to have at least 10 Users recruited in the first level.*
  - *Third level earns you 0,5% per each Announced round of affiliates in your third level.*

## 10. Bonus rules

- A. *The bonus is once time a week but the period might be changed*
- B. *The bonus is counted as 1% of all Redistributed funds*
- C. *Bonus is distributed among users without any fees*
- D. *There can be only 7 users which are winners of the round*
- E. *Usually the winners are the users which using the services the most but its not sure. The more users using the Services the higher probability they have to win the Bonus. Therefore Bonus might be won by user with small volume, however it is not so probably.*
- F. *Bonus can be changed in any way and in any time*

## 11. Other rules of the Round

- A. *It is not possible to stop any round or Redistribution Service*
- B. *If the base price is the same as the Final price the Round is cancelled and all Participants get back their Bets with no fee*
- C. *If there is 100% of Bets in certain round in only UP or only DOWN betting pool the Round is Canceled just when the Active round finishes*

## X. TERMINATION OR BETINANCE ACCOUNT SUSPENSION

1. *You acknowledge that using the Application via other platform operated by other member of Betinance project is not in any connection with the Company. However all Services used thru this Platform and on Betinance.com are operated by the Company.*
2. *Your Account might be Suspended in case that you are using more than on Account. Using the multiple account is strictly prohibited.*
3. *You have no right to withdraw any funds from Balance on suspended Account until the suspension is terminated.*
4. *Betinance is allowed to suspend any user at any time especially if representant, partner or employee of Betinance consider some transaction as suspicious or fraud.*
5. *You acknowledge that Company is only a operator of the Betinance Platform and there might be more operators of the similar services which are parts of the Betinance project using the*



*same Application and database. Therefore the Betting Pool service is connected from users which might be customers else operator than Company.*

6. *User accept the risks relied to previous point of this article*
7. *If Company loses the license as a result of canceling or termination the licence agreement or service agreement signed between Company and Application owner the rights and obligations of the Company will transfer to the other party (other new company chosen by the Application owner or else) which will continue in the relationship between you and the Company governed by this agreement on the side of the Company.*
8. *You acknowledge that is not possible to delete Betinance Account however you can stop using your Betinance platform at any time, at your sole discretion without any charge.*
9. *Stopping using of the Betinance Account will not result deletion of your transaction history*
10. *You agree and understand that Betinance reserves the right, in our sole discretion, to immediately suspend, freeze, or terminate your Betinance Account In the event that you are suspected of having violated any provision of this Terms, believed to be in violation of Applicable Law, or are believed to be involved in illegal activities or conduct detrimental to Betinance.*

## **XI. GENERAL RISK FACTORS**

1. *You agree and understand that there are risks associated with utilizing Services involving Virtual Currencies including, but not limited to, the risk of failure of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Platform, including, but not limited to your public and private keys.*
2. *You agree and understand that Betinance will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.*
3. *You accept and acknowledge that there are risks associated with utilizing any virtual currency network, including, but not limited to, the risk of unknown vulnerabilities in or unanticipated changes to the network protocol.*
4. *You acknowledge and accept that Betinance has no control over any cryptocurrency network and will not be responsible for any harm occurring as a result of such risks, including, but not limited to, the inability to reverse a transaction, and any losses in connection therewith due to erroneous or fraudulent actions.*
5. *The risk of loss in using Services involving Virtual Currencies may be substantial and losses may occur over a short period of time. In addition, price and liquidity are subject to significant fluctuations that may be unpredictable.*
6. *Virtual Currencies are not legal tender and are not backed by any sovereign government.*

7. *In addition, the legislative and regulatory landscape around Virtual Currencies is constantly changing and may affect your ability to use, transfer, or exchange Virtual Currencies.*
8. *Using the Betting pool service might be high risk with uncertain result and user might realize big loss or earnings.*
9. *However, using the service shall not be considered as betting hazard or gambling, there might occur similar symptoms of addiction on the Services. If you dont feel comfortable when using the Service or feel some kind of psychical or physical pressure please contact the support immediately!!*

## **XII. RISK DISCLOSURES RELATING TO THE BETINANCE PLATFORM**

1. *Betinance has no control over any Blockchain and therefore cannot and does not ensure that any transaction details you submit via our Services will be confirmed in the Bitcoin blockchain and/or in the confirmation network.*
2. *You agree and understand that the transaction details you submit via our Services may not be completed, or may be substantially delayed, by the Bitcoin blockchain database used to process the transaction.*
3. *You acknowledge that once transaction details have been submitted to a Virtual Currency network (such as Bitcoin blockchain), we cannot assist you to cancel or otherwise modify your transaction or transaction details.*
4. *Betinance has no control over any Virtual Currency network and does not have the ability to facilitate any cancellation or modification requests.*
5. *You understand that Platform might be target of the Hack. However we do always the best platform is not responsible for any loses connected with Hack.*

## **XIII. GENERAL PROVISIONS**

### **1. Intellectual Property.**

- A. *Unless otherwise indicated by us, all intellectual property rights and any content provided in connection with our Services, are the property of Betinance or Betinance project legal structure members (our licensors or suppliers) or others and are protected by applicable intellectual property laws.*
- B. *We do not give any implied license for the use of the contents of the Services.*
- C. *You accept and acknowledge that the material and content contained through our Services is made available for your personal, lawful, non-commercial use only and that you may only use such material and content for the purpose of using the Services.*



- D. *You further acknowledge that any other use of content from the Services is strictly prohibited and you agree not to infringe or enable others to infringe our intellectual property rights.*
- E. *You agree to retain all copyrighted and other proprietary notices contained in the material provided via our Services on any copy you make of the material but failing to do so shall not prejudice Betinance's intellectual property rights therein.*
- F. *You may not sell or modify materials derived or created from our Services or reproduce, display, publicly perform, distribute or otherwise use the materials in any way for any public or commercial purpose.*
- G. *Your use of the materials on any other Betinance platform or on a file-sharing or similar service for any purpose is strictly prohibited.*
- H. *You may not copy any material or content derived or created from our Services without our express, written permission.*
- I. *Any rights not expressly granted herein to use the materials contained on or through our Services are reserved by Betinance in full.*
- J. *"Betinance" the Company logo, and any other Company product or service names, logos or slogans that may appear on our Services are trademarks of Company and may not be copied, modified, imitated or used, in whole or in part, without our prior written permission.*
- K. *You will not use any trademark, product or service name of Company without our prior written permission, including without limitation any meta-tags or other "hidden text" utilizing any trademark, product or service name of Company. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission.*
- L. *All other trademarks, registered trademarks, product names and company names or logos mentioned through our Services are the property of their respective owners.*
- M. *Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.*

## **2. Accuracy of Information.**

- A. *We will use reasonable efforts to verify the accuracy of any information displayed, supplied, passing through or originating from the Services, but such information may not always be accurate or current.*
- B. *Accordingly, you should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility.*



- C. *You agree and understand that we make no representation or warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Services, information and functions made accessible through the Services, any hyperlinks to third party Betinance platforms, or the security associated with the transmission of information through the Services, or any Betinance platform linked to the Services.*
- D. *Information downloaded from the Binance.com are always considered as true and correct*
- E. *Relevant data displayed on the Platform downloaded from the Application backend shall be always considered as true and correct*

### **3. Recordkeeping.**

- A. *You agree and understand that, depending on the Services used by you, Betinance reserves the right, in our sole discretion, to create and maintain certain records of your activity and communications relating to your User Account.*
- B. *Betinance platform and its licensors serves the right to use your data for improving the business strategy and automatization of certain systems*

## **XIV. FEEDBACK, COMPLAINTS, AND DISPUTE RESOLUTION**

### **1. Feedback.**

- A. *Betinance strives to improve its Services to address feedback. If you have ideas or suggestions regarding improvements or additions to the Services, we would like to hear them; however, any submission will be subject to this Terms.*
- B. *Under no circumstances will disclosure of any idea or feedback, or any related material to Betinance be subject to any obligation of confidentiality or expectation of compensation.*
- C. *By submitting an idea or feedback or any related material that would be subject to intellectual property rights (the "Work") to Betinance, you grant to Betinance, with respect to the Work submitted, a non-exclusive, perpetual, global, royalty-free license to use all of the content of such ideas and feedback, for any purpose whatsoever.*
- D. *Furthermore, by submitting any such idea or feedback, you are waiving any moral rights to the fullest extent permitted under law that you may have in the Work and are representing and warranting to Betinance that the Work originated with you, no one else has any rights in the Work, and that Betinance is free of any royalty to implement the Work and to use the related material if so desired, as provided or modified by Betinance, without obtaining permission or license from any third party.*
- E. *You further accept that Betinance may sub-license in any way all Work and material you have submitted to Betinance.*



## 2. Technical Support

- A. *We will use commercially-reasonable efforts to supply email-based technical support services, but cannot guarantee immediate responses, especially during times of high volume.*
- B. *Company uses third parties for technical support however all the Services are still provided and Operated by Company*

## 3. Disputes

- A. *You agree and understand that by entering into this Terms, you expressly waive your right to a trial by jury and right to participate in a class action lawsuit.*

## XV. REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION, AND LIMITATION OF LIABILITY

### 1. Acceptable Use of Betinance Services.

- A. *When accessing or using the Services, you agree that you are solely responsible for your conduct while accessing and using our Services.*
- B. *Without limiting the generality of the foregoing, you agree that you will not:*
  - (I) *Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;*
  - (II) *Use the Services to pay for, support or otherwise engage in any illegal activities, including, but not limited to illegal gambling, fraud, money laundering, or terrorist activities;*
  - (III) *Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;*
  - (IV) *Use or attempt to use another user's Platform or credentials without authorization;*
  - (V) *Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of our Services that you are not authorized to access;*
  - (VI) *Introduce to the Services any virus, Trojan, worms, logic bombs or other harmful material;*



- (VII) *Develop any third-party applications that interact with our Services without our prior written consent;*
- (VIII) *Provide false, inaccurate, or misleading information; or*
- (IX) *Encourage or induce any other person to engage in any of the activities prohibited under this Section.*

## **2. Disclaimer of Warranties.**

- A. *THE Betinance SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. WE CAN NOT AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.*
- B. *We make no warranty that Services are free of viruses or errors, that its content is accurate, that it will be uninterrupted, or that defects will be corrected. We will not be responsible or liable to you for any loss of any kind, from action taken, or taken in reliance on material, or information, contained on or through our Services.*

## **3. Limitation of Liability.**

- A. *IN NO EVENT SHALL Betinance, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR:*
  - (I) *ANY AMOUNT GREATER THAN THE VALUE OF THE VIRTUAL CURRENCY IN Betinance platform; OR*
  - (II) *FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR*
  - (III) *CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR*
  - (IV) *UNAUTHORIZED USE OF THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF Betinance HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.*



- B. *FOR EXAMPLE (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.*
- C. *UNDER NO CIRCUMSTANCES WILL BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, SPECIFIC PERFORMANCE OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION WILL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCURAL OF THE CLAIM AND THE AWARD OF DAMAGES.*
- D. *We will not be responsible or liable to you for any loss and take no responsibility for damages or claims arising in whole or in part, directly or indirectly from:*
  - (I) *User error such as forgotten passwords WITHOUT POSSIBILITY TO RESTORE OR RECOVER, incorrectly constructed transactions, or mistyped Virtual Currency addresses;*
  - (II) *Server failure or data loss;*
  - (III) *Corrupted or otherwise non-performing Platforms or Platform files;*
  - (IV) *Unauthorized access to applications;*
  - (V) *Any unauthorized activities, including without limitation the use of hacking, viruses, phishing, brute forcing or other means of attack against the Services.*

#### **4. Indemnification.**

- A. *You agree to indemnify and hold harmless Betinance, its Licensors, affiliates, subsidiaries, directors, managers, members, officers, and employees from any and all claims, demands, actions, damages, losses, costs or expenses, including without limitation, reasonable legal fees, arising out of or relating to your or any other person's use of your credentials or Betinance platform Account in connection with:*
  - (I) *use of the Services;*
  - (II) *breach of this Terms or any other policy;*
  - (III) *feedback or submissions you provide; or*
  - (IV) *violation of any rights of any other person or entity; provided however, that you shall not indemnify Betinance for claims or losses arising out of Betinance's gross negligence or willful misconduct. This indemnity shall apply to your successors and assigns and will survive any termination or cancellation of this Terms.*
- B. *Any and all of our indemnities, warranties, and limitations of liability (whether express or implied) are hereby excluded to the fullest extent permitted under law except as set forth herein. We will not be liable, in contract, or tort (including, without limitation, negligence), other than where we have been fraudulent or made knowing misrepresentations. Nothing in this Terms excludes or limits liability which may not be limited or excluded under law.*

## **XVI. MISCELLANEOUS**

### **1. Force Majeure.**

*If by reason in whole or in part of any Force Majeure Event, either you or Betinance is delayed or prevented from complying with this Terms, then such delay or noncompliance shall not be deemed to be a breach of this Terms and no loss or damage shall be claimed by you or Betinance by reason thereof. "Force Majeure Event" means any event beyond Betinance's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, hack, server failure, terrorism, communications, power failure, or equipment or software malfunction including network splits or "forks" or unexpected changes in a computer network upon which the Services rely.*

### **2. Governing Law.**

*This Terms shall be governed by and construed in accordance with Law of UK, without regard to principles of conflict of laws. Nothing in this Terms shall be deemed to affect your statutory rights under UK law.*

### **3. Severability.**

*If any part of this Terms is held to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of this Terms shall not be affected. Any headings contained in this Terms are for informational purposes only and are not enforceable provisions of this Terms.*

### **4. Assignment.**

*This Terms shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations under this Terms without prior written consent of Betinance, which may be withheld in Betinance's sole discretion. We may assign rights or delegate duties under this Terms to an affiliate or subsidiary in our sole discretion.*

### **5. Restrictions**

*There is a restriction of users from countries where the Platform Services or Affiliate program is considered as licence required or as illegal. Responsibility of accessing the Platform is up to Users according to the Applicable Law. Because of the nature of the internet it is not technically possible to track all the visitors and block all Users which breach the local laws therefore we do not operate in countries where the Services Shall be regulated.*

*By entering into this agreement you are responsible to check if using of the platform or our services is allowed in your country. If your legal consultant advises you that platform or services might be subject of regulation in your country and therefore might be considered as not regulated or illegal, you are strictly prohibited to use our services. We are not responsible for monitoring the regional applicable laws while operating the services.*



*Especially we do not offer our services (but not limited to) to USA citizens or residents or anyone who has bank account or visa or company in USA. (if you are from USA leave the site now!) or on the territory of USA. We do not offer our Services for residents of France or on the Territory of France (using our services from France or as a France resident or france company is strictly prohibited.) We do not offer our services on the territory of UK or to the residents of UK.*

*We do not offer our services to countries with high probability of fraud or terrorism. If there is some suspicion we have a right to Suspend the account and completely block such user and we will do so.*

*We may block certain IP addresses in order to block users from unsupported countries or territories.*

## **6. Relationship of the Parties.**

*Nothing in this Terms is intended to, nor shall create any partnership, joint venture, agency, consultancy or trusteeship. You and Betinance are independent contractors for purposes of this Terms.*

## **7. Entire Agreement.**

*This Terms constitutes the entire agreement among the Parties with respect to the subject matter described herein and shall supersede all prior agreements and understandings, written or oral, among the Parties. Subsequent discussions or negotiations between you and Betinance will only become part of this Terms by way of a written amendment specifically referencing the date and name of this Terms.*

## **8. Contact Information.**

*For technical support requests only, you may submit a request via our Support tool at: <https://support.betinance.com>. Email requests may also be sent to [info@betinance.com](mailto:info@betinance.com). For legal request you are welcome to use [legal@betinance.com](mailto:legal@betinance.com) and for marketing or business cooperation purposes [business@betinance.com](mailto:business@betinance.com)*