

# **TERMS & CONDITIONS**

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# General Terms and Conditions

## 1. Introduction

1.1 These Terms and Conditions, including the Terms of Use, represent the entire agreement between us "OPO-NET N.V." (the "Company") and the customer, and supersede any prior agreements, whether oral or in writing. All references to "you" refer to any person placing bets via the terminals available in the OPONENTO shops, or using our website or any other service offered by our Company, including through a third party, or any customer (player) registered in the databases of our website.

By website, we mean "www.Oponento.com" and/or "shop.oponentto.com" and all its associated domains.

By "account", we mean player account on our website or in one of our stores.

1.2 The OPONENTO websites and shops are administered by OPO-NET N.V., a company established in Curaçao, whose postal address is Dr. H. Fergusonweg 1, Curaçao.

1.3 OPONENTO is a registered trademark. As a result, it is not possible to use or distribute the OPONENTO brand and/or logo in any way whatsoever without express authorization from OPO-NET N.V. You must respect trademark law in all circumstances, even when you are not online.

## 2. Intellectual Property Rights

2.1 The content of the site is protected by international copyright laws and other intellectual property rights. The owner of these rights is OPO-NET N.V.

2.2 All product, company, and logo names mentioned on the Site and in the Stores, including OPONENTO, are trademarks, service marks or trade names of their respective owners.

2.3 Except to the extent necessary to use a product for the purpose of placing bets or wagers, no part of our website may by any means or manner be used, reproduced, stored, modified, copied, republished, uploaded, posted, transmitted or distributed. No part of our website may be incorporated into any other website, service or any public or private electronic research system, including text, graphics, video, messages, code and/or software, without our prior permission.

2.4 If you use a feature that allows you to upload information, comments, messages or other content to our website then the user content will be considered non-confidential and nonproprietary. OPO-NET N.V. then has the right to use, copy, distribute and communicate to third parties any user content for its own purposes. OPO-NET N.V. also has the right to disclose your identity to any third party who is claiming that any user content you have posted or uploaded to our website constitutes a violation of their intellectual property rights

or their right to privacy. OPO-NET N.V. has the right to delete or modify any user content that you post on the site.

2.5 Any commercial use, exploitation of the site or its content is strictly prohibited.

2.6 These general conditions are subject to the laws of Curaçao.

### **3. The Effective Date**

These Terms (version 4.0) are effective from March 1, 2024.

### **4. Changes to the Terms and Conditions**

4.1 Anyone wishing to open an online account to bet must have read and accept these rules.

At store level, by placing a bet through a terminal, the customer confirms that he has read and accepted these rules.

We reserve the right to modify these terms and conditions at any time for the following reasons: business reasons, compliance with the law, regulation, instructions, directives, recommendations of a regulatory body, or, as part of the after-sales service.

The current version of the general conditions is available and can be accessed at any time on our terminals in the shop as well as on our website. Any changes to these terms and conditions can be notified via the live chat or by e-mail. The acceptance of the general conditions must be renewed after additional modifications.

### **5. Responsible Gaming**

5.1 OPO-NET N.V. organizes sports betting games both through its website and its shops.

The game of sports betting is a game of predictions in which skill and intelligence largely predominate over luck. Our website and our shops are only accessible to people of the age required by the law of Curaçao, and are, in any case, prohibited for minors.

5.2 We support responsible betting. If you wish to stop all betting activity for a fixed or indefinite period or if you wish to terminate your account permanently, please use the options available to deactivate your betting account. We will do our best to help you, but we will not be responsible in any way if you continue to use our website or our terminals and you circumvent the measures put in place.

5.3 There is no obligation to bet on our website or in our shops. If you decide to participate it is only at your discretion and risk.

5.4 You can, using the options available on your account, set maximum financial limits for

deposits, bets and losses, and request temporary or permanent self-exclusion. If you decide to increase these limits, a 7day cooling-off period will be applied and if you decrease them, the new limits will take effect immediately.

5.5 OPO-NET N.V. reserves the right to impose financial limits on deposits, bets and losses in order to protect its customers from any excessive gambling that could violate the principle of responsible gambling.

## **6. Terms of Use**

6.1 Only individuals of legal age may:

- request the opening of an online account according to the stages and procedures indicated on-screen, mentioning in particular their surname, first name, date and place of birth, the postal address of their home, etc. Anyone wishing to open an account online to bet, must have read and accepted these rules.

- request a customer card to bet in-store. By placing a bet, the bettor declares that he has read and accepted these terms and conditions.

We reserve the right to request proof of age from our customers at any stage.

6.2 Company personnel are strictly prohibited from betting through our website or shops.

## **7. Player Registration and Obligations**

7.1 **On [www.oponento.com](http://www.oponento.com)**

7.1.1 To play on OPONENTO, you must provide your personal information when registering: surname, first name, address, date of birth, etc., then you must:

- Confirm acceptance of the general conditions of OPONENTO

- Confirm that you have been informed of the following:

- Your right to object at any time to the processing of your personal data.
- Your right to complain to the INPDP for any violation in the processing of your personal data.
- Your right to access your personal data at [www.oponento.com](http://www.oponento.com) or [support@oponto.com](mailto:support@oponto.com)
- Your agreement to receive information and offers via email you registered on your OPONENTO account
- Your consent to the processing of your personal data.

7.1.2 You are responsible for ensuring that all your personal details (i.e., your name, address, email address or telephone number, ...) are correct when registering for your account. You

guarantee that you are the rightful owner of the money deposited at all times in your account.

7.1.3 You are responsible for updating the information and personal details in your account. After opening your account, you must contact us and follow our instructions for any changes to your personal information. In the event that we have reasonable grounds to believe that the account information stored in our database is not correct or up-to-date and that a breach of these terms and conditions or applicable law may have occurred, we reserve the right to cancel all open bets, suspend or close your account and block all payments, pending the outcome of the investigation and assessment of the damages incurred.

In addition, we reserve the right to withhold funds deposited into your account pending a decision.

7.1.4 During registration, the player has the obligation to secure his account with a username and password. These data are strictly personal and OPO-NET N.V. is released from any liability in the event of fraudulent use of these elements. The holder is solely responsible for the safekeeping, confidentiality and use of the information allowing access to his account. All bets and activities made on our website from your account will be considered valid, even if they have been made when you have not personally approved or authorized such bets or activities. We will not accept any complaints or liability with respect to any activity recorded on your account, except for proven technical failures attributable to us.

7.1.5 Any account opened on the OPONENTO website has an “unverified” status. All players must upload or send the documents proving their identity. Once the documents have been verified and approved by OPO-NET N.V., the account is then verified and validated, and the player will be able to make withdrawal requests.

7.1.6 You may only open one Account. Furthermore, you are prohibited from opening another account, even if your main account has been blocked or closed. In the event that we have reasonable grounds to believe that you have opened a second account, we reserve the right to cancel all open bets, suspend or close the account and block all payments, pending the outcome of investigation and assessment of damage incurred. The balance of your account will then be withheld pending a decision.

7.1.7 You may not register an account for someone else. It is also prohibited to create an account using one or more personal information belonging to a third party. In the event that we have reasonable grounds to believe that the information associated with a customer account does not belong to the account holder, we reserve the right to void all open bets, suspend or close the account and block all payments, pending the outcome of the usual investigation and determination of damages that may be incurred. The balance of your account will then be withheld pending a decision.

7.1.8 You are prohibited from assigning, acquiring and/or transferring the accounts of/to other players.

7.1.9 We reserve the right to refuse to open or close an account regardless of how any contractual obligation assumed would be fulfilled.

7.1.10 The player agrees to OPO-NET N.V. communicating his nickname and winnings.

This communication can take place on the website [www.oponento.com](http://www.oponento.com), as well as through any type of digital or other media (flyers, brochures, press magazines, radio, television, social networks, blogs, forums, etc.).

## **7.2 In-shop Account Terms**

7.2.1 In order to bet in one of our shops, you will be issued with a loyalty card. This card is secured by a username and password. Issuing a card is not mandatory. OPO-NET N.V. may refuse to issue a card without giving reasons.

7.2.2 Only one card is authorized per customer. The card is the exclusive property of OPONET N.V.

7.2.3 All winnings from bets made using the card are automatically credited to the card balance.

7.2.4 Any first withdrawal must be preceded by a customer registration at the cash register.

7.2.5 OPO-NET N.V. accepts no responsibility for loss, theft or damage to the card. The balance of a lost card cannot be withdrawn under any circumstances.

7.2.6 OPO-NET N.V. is entitled to request the return of the card in the event of unauthorized transfer/allocation of the card or password to third parties, to block the user account immediately or to close it permanently. OPO-NET N.V. reserves the right to take further civil or criminal measures.

OPO-NET N.V. reserves the right to completely or partially discontinue, modify or replace the card or the associated services with a new offer at any time, subject to a reasonable period of notice and while safeguarding the interests of the customer. OPO-NET N.V. will inform customers accordingly. This does not apply to the termination, modification or immediate replacement of the card by OPO-NET N.V. for compelling reasons (for example in the event of a change in the law).

7.2.7 The customer can close his account at any time. The customer must go to the point of sale where the account was created. The manager will close the account after verification. It is of course possible to withdraw all funds before the account is closed.

## 8. Account Termination / Suspension

8.1 OPO-NET N.V. reserves the right to suspend your account for any reason or reasonable belief that you are responsible for any of the following activities:

- a. If you have more than one active account with OPONENTO;
- b. If the name used to fund the OPONENTO Account does not match the name used on the financial/bank accounts and/or credit/debit cards;
- c. if you are subject to bankruptcy;
- d. If you provide false or misleading information when registering for an OPONENTO account;
- e. If you attempt to use your account through a VPN, proxy, or similar service that disguises your location identification, whether real or fake, providing false or misleading information about your citizenship, residence, place of residence, or by placing bets using the Website by or on behalf of a third party;
- f. If you are not of legal age;
- g. If you have authorized or allowed someone else to use your OPONENTO account (intentionally or not);
- h. If you have played together with other customers as part of a club, group etc. or you have placed with other customers covering the same (or substantially the
- i. same) betting range in a coordinated manner;
- j. If OPONENTO received a “return” message and/or a “return” notification via a deposit method used on your account;
- k. If you are associated with fraud, money laundering or any other type of fraudulent activity;
- l. If it is determined by OPONENTO that you are using a system (including machines, computers, software or other automated systems such as robots), specially designed to defeat the gaming system.

8.2 If OPO-NET N.V. closes your account for any of the reasons set out in clause 8.1, you are responsible for and agree to compensate it for all losses, damages, costs and expenses.

8.3 If we have reasonable grounds to believe that you have taken part in any of the activities referred to in clause 8.1, we reserve the right to withhold all or part of the balance pending a decision.

8.4 If we suspend or close your Account and its balance is negative (i.e., in the event of a chargeback or errors), we reserve the right to keep the Account suspended or closed accordingly until any amount owed to us is paid in full.

8.5 If there have been no transactions for 12 months, we will consider the account inactive. OPO-NET N.V. will notify the customer by email before declaring the account inactive. If the customer does not respond within 7 days of when OPO-NET N.V. attempted to contact him, the account will be considered inactive.

To reactivate your account, you will need to contact our support via support@oponento.com. OPO-NET N.V. then reserves a period of 30 days to carry out the necessary checks before reactivating the account.

Funds in inactive accounts will become available immediately once the account is reactivated.

8.6 If you wish to close your account, please contact customer service at support@oponento.com. Your account cannot be closed until all open bets have been settled and the account balance is 0.

8.7 If you wish recover funds from your closed, blocked or excluded account, you need to contact the support team at support@oponento.com.

8.8 OPO-NET N.V. reserves the right, in its sole discretion, to suspend, modify, remove or add any content on the Website or the Services at any time without notice. We will not be liable for any losses resulting from any change, modification, suspension or disclosure of the

Website or the Services, and you shall have no right to appeal against OPO-NET N.V. in relation to this.

## **9. Deposits**

9.1 In order to place a bet or engage in any other gambling activity on our website or in our stores, you must deposit money into your account or fund your loyalty card. Please see the Deposits/Withdrawals page or tab for more details on deposit procedures and methods.

The minimum deposit amount cannot be less than one euro.

The minimum amount of the first deposit in the store cannot be less than 1 EUR.

9.2 All deposits are made in EUR.

9.3 Funding your account is always possible via electronic payment methods available on our website or by scanning the customer card in our shops.

9.4 At certain points of sale of our distributors it is possible to make deposits into your account. The customer pays an amount in cash and receives a voucher with a unique identification number. When you enter this number on our website, your account will be automatically debited with the amount deposited.

9.5 The sums credited to a customer's account cannot be transferred to the account of another customer of the site or of a site other than OPONENTO and cannot be withdrawn from the account or be the subject of a request for transfer to a bank account. The power supply is for playing only. The transfer of funds between individual accounts is strictly prohibited. Customers are prohibited from assigning, acquiring or transferring accounts to other customers.

Funds credited to a customer account of an OPONENTO shop (in-shop accounts) cannot be

transferred to a customer account created via the website and vice versa.

9.6 OPO-NET N.V. is not a financial institution, therefore all funds in your customer account can under no circumstances earn interest.

9.7 You should only fund your account to place bets on your own behalf and for your own account or to use at least one of our services. We reserve the right to suspend or close your account if we have reason to believe that you have deposited funds without intending to place any bets. In certain circumstances, we may also be required to report such conduct to the relevant authorities under applicable law.

9.8 If funds are credited to your account in error, you must notify us immediately. You will be liable for any negligent or intentional use of funds improperly credited to your account.

9.9 Transaction fees may be invoiced directly by the banking or credit organization in charge of the transaction for each deposit of sums made via credit card or any other means of electronic payment.

9.10 It is illegal to deposit funds received in a dishonest or illegal way.

## **10. Bets and Liability**

10.1 Before placing a bet, each player is obliged to read and agree to the Terms and Conditions and the Sports Betting Rules, including the provisions on minimum stakes, maximum stakes and maximum payouts.

10.2 Only bets made through our website or other means approved by OPONENTO will be valid. Bets cannot be processed by telephone, mail or any other means not approved by OPONENTO.

10.3 You may only place bets equal to or less than the amount credited to your betting account. If for any reason a bet is registered while the account has insufficient funds, the excess will be canceled and the money won will be deducted from the account.

10.4 The validity of a bet can only be confirmed under these general terms and conditions. If you have any doubts about the confirmation of a bet, you should check the betting history in your account or contact us before placing the same bet again.

Under no circumstances may you unilaterally cancel a bet that has been placed. It is therefore your responsibility to ensure that all information relating to bets placed is correct. Before placing a bet, please always read our Betting Rules and Bet Types. We accept no responsibility if you place a bet without understanding the terms, gameplay or the Betting Rules.

10.5 We reserve the right to manually confirm or reject any bet offered. An amount equal to the offered bet is debited from your account as soon as the bet is placed. If the proposed

bet is rejected in whole or in part, the corresponding amount will be promptly credited to your account. If we decide to partially reject the bet placed, we will offer you to participate in the bet for only part of the amount you offered. In this case, you will be responsible for confirming the bet for the partial amount accepted by us.

10.6 We reserve the right to limit the maximum potential winnings that each bet or combination "within" a bet is likely to generate.

If the bet you are placing exceeds the maximum threshold, and that, consequently, the application of the limit that we impose considerably reduces the odds on that bet, we will notify you and ask you, before validation, to confirm the proposed bet. If you confirm the proposed bet, we will assume that you have accepted the imposed limit on winnings. Before a bet is placed, the potential winnings that this bet is likely to generate will always be indicated in the information of that bet. This information is automatically displayed on our website or on the terminals.

10.7 In the event of suspicion, fraud or match-fixing, we reserve the right to close an event.

10.8 The minimum stake per bet is one (1.00) EUR on the website and two (2.00) EUR on the terminals in our shops, the maximum potential win that can be withdrawn is 100,000 EUR and the maximum number of bets per bet slip is thirty (30 bets). Before the bet is placed, the customer will be notified by an on-screen message if the bet does not meet these criteria.

## **11. Bet Payouts**

11.1 All payouts of winning bets will be processed at the end of the event. If a selection is made before the day of the event, winnings will be settled after the end of the competition/round/stage to which they relate. When wagering on live events, payouts can take place while the game is still in progress.

11.2 All events offered by Oponento are subject to time/date changes. The deadline for placing bets (excluding live bets) is the official start of the event. If a bet is offered after an event has started, it will be considered void. For multiple bets, the bet will be settled on the valid selection.

11.3 If an event on which a bet relates is postponed or interrupted, it will be considered valid if it is rescheduled within the following three days according to the time zone of Curaçao. If the event on which the bet relates has not taken place within the allotted time or on the determined ground or if a competitor, team or participant does not take part in the said event, the bet will be considered void. Bets placed on an event which is interrupted for any reason (even at the last minute), and which was not continued or completed within the allotted time frame, will be considered valid only if they had already been determined at the time of abandonment or postponement, otherwise they will be considered void. These

regulations are subject to the special rules relating to events featured in the betting rules.

11.4 The result taken into account for the payout of winning bets is always the one obtained on the field. Any decision subsequently taken by any competent authority whatsoever will not be taken into consideration.

11.5 Any team or player displayed on the left is a home team or player and the team/player displayed on the right is an away team/player. If a match is played on a neutral ground, the sign (n) or the name of the ground is displayed (except for live bets and friendly matches), therefore the teams/players display order will have no significance. If for any reason (for example maintenance of a playing field or when a stadium is not large enough) a home team chooses to play their match on a pitch other than the official pitch, they will be always considered the home team and therefore the 'n' sign will not be necessary. Any information published should be used only as a guide, since in the event of an error (for example, if the sign (n) is displayed in a match which is not played on neutral ground, or if this sign is omitted in a match played on neutral ground), all bets will be considered valid. If the error is established after the bet is paid out, the company reserves the right to withdraw any potential winnings obtained due to the error during the bet payout.

11.6 In the event of a position/result tie of two or more competitors, the odds applied will be the odds divided by the number of competitors who share the same result. If for example two competitors, whose odds are 3.20 and 1.80, share the same result (both will be declared winners) the final odds will be: 1.60 (3.20:2) and 0.90 (1.80: 2).

11.7 With regard to Ante-post bets as well as all sporting and non-sporting events where the winner must be chosen from among the listed participants, in the event that one or more participants are not able to participate in this event for n any reason, while the odds predicting that at least one of them will win the competition is 5 or less, we reserve the right to settle as void all bets on the winner as well as the offer which relates to it.

11.8 In the event of any irregularities affecting the outcome of a betting event (e.g., the team plays a youth team due to strike/demonstration/illness etc.) we will reserve the right to declare the entire bet void, even if the event is over.

11.9 Notwithstanding anything stated in these Terms and Conditions, we reserve the right to cancel an accepted bet before the start of the first event for any other reason. In such cases, the customer will be sent a bet cancellation notice to their registered email address or a private message to their betting account. OPO-NET NV's decision is enforceable regardless of the event.

## **12. Match Interruptions**

12.1 The Service, Offer and Website are made as is and are fully authorized by law. We make no warranties or representations, express or implied, as to the satisfactory quality, suitability, completeness, or accuracy of the Service, Offering, or the Website.

12.2 We are not responsible for computer malfunctions, failure of telecommunications services or internet connections.

12.3 Although we take all necessary steps to ensure that our website and the offer are free from computer viruses, we cannot fully guarantee this. It is your responsibility to protect your systems and maintain the possibility to reinstall data or programs lost due to a virus.

12.4 We may suspend all or part of the Service for any reason at our sole discretion. We will try as much as possible, but have no obligation, to notify you of any such suspension. We will restore service as soon as possible.

12.5 In the event of a system failure, all unconfirmed bets will be void and therefore invalid. We will not be responsible for any loss or delay you may suffer as a result of any such suspension or delay. To the extent that an invalid "winning" bet results in your customer account receiving a negative balance, we reserve the right to recover that amount from deposits, withdrawals, bonuses and winnings in your account.

## **13. Customer Support and Disputes**

13.1 You can contact our customer support team at any time as follows:

1. E-mail: [support@oponento.com](mailto:support@oponento.com)
2. Live Chat

13.2 Customer complaints/concerns must be submitted within 3 months of the incident occurring. To ensure that your complaint is referred to the competent department, written communication to OPO-NET N.V. must be submitted by e-mail to the following email address: [support@oponento.com](mailto:support@oponento.com)

13.3 To protect your privacy, all e-mail messages between you and OPO-NET N.V. must be made using the e-mail address that you used to register for your OPONENTO account, to avoid any delay in our response.

The following information must be included in every written communication to OPONENTO (including complaints):

1. Your username or shop customer card number;
2. Your first and last name as they appear in your account details;
3. A detailed explanation of the complaint / concern;
4. Further information such as time, date, etc. (if applicable)

Please note that failure to provide written communication with the information described above may delay the process of identifying and responding to your complaint in a timely manner. Upon receiving the complaint, we will endeavor to respond to your message within 48 hours. In addition, every effort will be made to promptly resolve any reported issues within a maximum of one month.

13.4 If you suspect that a customer is interacting with another customer in an unauthorized manner or is otherwise cheating, you must immediately notify OPO-NET N.V. using the means of communication set out above in the Customer Complaints Procedure (see Section 15).

## **14. Anti-Money Laundering**

Customers are strictly prohibited from using OPO-NET N.V. and its systems to facilitate illegal money transfers of any kind. We remind customers that it is illegal to deposit funds obtained illegally. If OPO-NET N.V. suspects that you are engaged in fraudulent, illegal or inappropriate activities, including money laundering activities or behavior that does not comply with these Terms and Conditions, your access to OPONENTO will be blocked immediately. If your account is terminated or suspended under such circumstances, OPONENTO N.V. is under no obligation to refund you the money that was in your account. In addition, OPO-NET N.V. is entitled to inform the competent authorities, online service providers, banks, credit card companies, electronic payment providers or other financial institutions of your identity and any suspicion of illegal or fraudulent activity.

## **15. Miscellaneous**

15.1 Applicable law and jurisdiction: These conditions are governed and interpreted in accordance with laws of the Country of Curaçao and you irrevocably submit to the exclusive jurisdiction of its courts.

15.2 Entire Agreement: These terms and conditions represent the complete, final and exclusive agreement between you and OPO-NET N.V.

15.3 Final decision: In the event of a discrepancy between the result on the website or the offer and the OPONENTO server, the result on the OPONENTO server is the referencing result.

15.4 Force Majeure: OPO-NET N.V. disclaims all responsibility in the event of failure or delay in performance of our obligations under these Terms caused by events beyond our control.

15.5 Severability Clause: Each clause contained in these Terms is severed and separated from the others. If any clause is found to be void, invalid or unenforceable for any reason, the remaining clauses will remain in full force and effect.

15.6 Business Transfer: In the event of a takeover, merger, acquisition or divestiture of assets of the Company, your customer account and related data may be among the assets that are transferred to the buyer or the assignee. In this case, we will send you an email or post a notice on our website, explaining your options regarding the transfer of your account.

\* In case of dispute or lack of interpretation, the French version shall prevail.