1. DÉFINITIONS

“The Official ZEturf Rules” are all the terms and conditions that define and govern the contractual relationship, as defined herein, and that the parties, as defined herein, undertake to follow.

“ZEturf” is the name for ZEturf France LTD.

In accordance with the law n° 2010-476 of May 12, 2010 relating to the opening with the competition and the regulation of the sector gambling of on-line and the decrees taken for its application, ZEturf is authorized to offer horse betting services under approval number 0005-PH-2010-07-26 supplied by the Regulatory Authority for Online Games (hereinafter referred to as “ARJEL”).

In accordance with the law n° 2010-476 of May 12, 2010 relating to the opening with the competition and the regulation of the sector gambling of on-line and the decrees taken for its application, ZEturf is authorized to offer sports betting services under authorization number 0005-PS-HOM-001-2014-05-14 issued by the Online Games Regulatory Authority (hereinafter referred to as “the ARJEL”).

“Account Holder” is an individual who is contractually bound to ZEturf.

“A Game Account” is an account held by an Account Holder for the sole purpose of performing betting transactions.

“The Contract” is the contractual agreement between ZEturf and an Account Holder, and governed by “The Official ZEturf Rules”, ie “ZEturf Service Terms and Conditions”.

“The Authorities” are the French authorities.

“The Applicable Law” is the French law.

“The New Regulation” is the law n° 2010-476 of May 12th, 2010 relating to the opening with the competition and the regulation of the sector gambling games of chance and decrees taken for its application.

“The Place of Establishment of the Contract” is France.

“The tax on bets” is the expression that designates the French tax on bets.

“The Site” is the website, accessible at the Internet address www.zeturf.fr and www.zebet.fr, on which are published and updated information relating to the activity of ZEturf.

“A Payment Card” is a generic term for cards used for payments, credits or any card with similar functionality.

“A Payment Solutions Provider” is an intermediary who acts as a payment agent.

“Financial Institution” means a bank and / or institution whose business is governed by laws applicable to domestic financial services.

“Premium of first payment” is the premium offered to a customer during his first payment to his ZEturf account.

“Account Confirmation Bonus” is the bonus offered to a client after the provision of the documents necessary to validate his Account and paid after the taking of a bet.

“Secret Code Entry Bonus” is the bonus offered to a customer after validation of his secret code delivered by post by ZEturf and paid after taking a bet.

In the Official Rules, any occurrence of the singular is implicitly accompanied by the validity of the sentence in the plural and vice versa, just as any occurrence of the definite articles (the, the, the, the) is implicitly accompanied by the validity of the rewritten sentence with the corresponding indefinite article and vice versa.

2. OPENING AND USING AN ACCOUNT

Anyone who requests the opening of a Game Account agrees to acknowledge and accept:

• The definitions and stipulations presented in the article above and / or in the following;
• The Official Rules of ZEturf, as published on the Site, as well as any modifications made to the Official Rules of ZEturf;
• That the Place of Establishment of the Contract is France;
• That the Contract is governed by:
  1. The Official Zeturf Rules.
  2. The decisions taken by the Authorities.
  3. The Applicable Law on the Place of Establishment of the Contract.

ZEturf reserves the right, at its discretion and at any time, to:
• Refuse to open a gaming account and / or close an existing gaming account;

• Refuse to accept payments to a gaming account;

• Request the production of documents to prove the identity, the authorization to use a specific Credit Card and / or other information provided by the Account Holder, before settling any request for payment and / or withdrawal from a gaming account;

• Confiscate funds available on a Gambling Account and / or refuse to comply with a withdrawal request, in the event that, directly or indirectly, the ZEturf Official Rules are violated and / or if criminal and / or prohibited acts have been committed in connection with a bet and / or a Game Account, provided that the events in question are related to the Game Account and / or the application in question. Accounts that have not been activated within 30 days after registration, that is to say not having provided all the information and documents required at registration will be closed.

Accounts that have not been activated within 30 days after registration, that is to say not having provided all the information and documents required at registration will be closed.

During the activation process of the account, the holder receives an activation code by mail. This activation code must be entered on the site Zetur.fr by the holder within six weeks from the date of dispatch by the operator. At the end of this period, if the activation code is not entered, the account is closed by ZEturf.

In the event that a provisional account is credited when it is closed, the credit balance is kept for 6 years by ZEturf. The holder may, however, recover his credit balance provided that he provides ZEturf with the required documents and information that were missing and that this information establishes that the holder was authorized to play on the date of creation of the account.

In the event that a provisional player account is brought to a close, ZEturf informs the holder of the reasons for this closing.

Anyone wishing to become an Account Holder certifies that they are not under 18 years of age. The Account Holder further acknowledges that the use of the Site’s services is prohibited to minors and that it will not help a minor to request the opening or use of an Account.

Anyone wishing to become an Account Holder certifies that they are not prohibited from playing games with the Ministry of the Interior, nor are they listed as problem gamblers.

Anyone wishing to be an Account Holder must ensure that they are not resident in a territory where the opening of an Account and / or the use of ZEturf's services is illegal or contrary to applicable law. These include, in particular:

- the United States of America
- Afghanistan
- China,
- Iran
- Israel,
- Sudan,
- Thailand,
- Turkey
- Iraq, Ethiopia, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Vanuatu, Yemen, Bosnia and Herzegovina.
- And all countries where ZEturf services are not allowed by local laws

Anyone wishing to be an Account Holder must ensure that they are not politically exposed or belong to the family of a politically exposed person within the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing (4th AML / CFT Directive)

ZEturf does not guarantee that the use of the Site is legal outside France and can not accept any responsibility for any sanction imposed by the competent public authority following an illegal use of the Site. Every Account Holder certifies that at any time: He has all his legal rights; It does not act on behalf of a third party; He is a natural person, the creation and use of an account being prohibited to computer robots and legal persons in accordance with legal provisions; It is not listed on the National Gaming Prohibited File;

The money he deposits into his Account is not derived from criminal activities and / or other illegal activities;

He has the right to use the Payment Card through which he deposits money into his Account; He does not engage in criminal activities involving, directly or indirectly, a ZEturf Account;
He, or a member of his family home, is or has been, during the last two (2) years prior to his registration an employee of ZEturf, or if he, or the company for which you work, is bound by a contract for the supply or provision of services to ZEturf (for example a contract for the supply of gaming software).

Securing assets
In accordance with article 151 of the law of the n° 2010-476 of May 12th, 2010, modified by the law n° 2014-344 of March 17th, 2014 relating to the consumption, the Company Zeturf France Ltd transfers the assets of the final accounts of the players in a trust account managed by UNIFIN SERVICES LIMITED (37 Apt R Dolphin Court, Embassy Way, Ta ‘Xbiex, Malta), as part of a contract to secure the assets of players. Zeturf France Ltd is therefore not the owner of these assets which are held in a trust account and managed by the trustee.

ZEturf Obligations:
In the limit of the payments that it can receive from the account holders, Zeturf undertakes that the whole of the funds of the account holders is secure.

In the limit of the payments that he may receive from account holders, Zeturf declares and agrees to be trustee for the account holders' funds that he holds at any time.

Manage the personal data of the Account Holder in compliance with the laws in force and in accordance with the legal rules of protection of personal data and / or any similar provisions.

ZEturf undertakes to close the account of a holder who makes the request
ZEturf may unilaterally terminate the account of a holder whose information provided remains false, inconsistent or erroneous despite the request or rectification proposed by ZEturf to the holder. ZEturf closes the account of the holders who become prohibited from play according to the regulation in force.

ZEturf closes the account of the holders on which no activity is observed during more than 12 months.

The currency of this contract will be EURO.

Funds held for account holders do not earn interest.

Zeturf does not charge an account fee on active accounts (having registered at least one gaming action in the past year). On the other hand, Zeturf will charge 20% of the amount of the account - with a minimum amount of 5 Euros and a maximum amount of 20 Euros - on the inactive accounts annually, as an account handling fee. After six years of inactivity of an account, the balance will be donated by Zetur f to the customer by bank transfer, and failing that to the French State.

An Account Holder may hold only one Game Account at a time, Zeturf reserves the right to close multiple accounts.

Zeturf requires the following information when registering on the Website: last name, first name, pseudonym, sex, postal address, e-mail address as well as date and place of birth (country, department, city). The personal information collected during the opening of the Account is the password and the references of the bank account on which Zeturf will pay any winnings. This Payment Bank Account must be an account opened with a payment service provider established in the European Community or in a State party to the Agreement on the European Economic Area and having concluded with France an agreement containing a clause administrative assistance to combat fraud and tax evasion. It is the responsibility of the Account Holder to ensure that the information provided is accurate and up-to-date.

When registering and opening an Account, the Account Holder must determine a limit for deposits made on his Account, a cap for his wagers, a ceiling for his account balance beyond which a transfer to the account the holder will be triggered by ZETurf in order to bring the balance up to the target balance defined by the holder. In this respect, it should be noted that the holder may at any time modify the framing parameters of his playing capacity by increasing or reducing the said limits. Downward modifications of game moderators have an immediate effect; upward changes are delayed by 48 hours.

When an Account Holder makes a deposit in excess of his personal limit by bank transfer or any other means of direct payment into a Zeturf bank account, the deposit will be credited in full to his player account by Zeturf only from when the deposit limit conditions will allow it.

The procedure for opening an Account will initially entail the creation of a Provisional Account on the Site. In accordance with the New Regulations, this provisional account is open for a maximum of 30 days. The provisional status of this account prevents the Holder from transferring all or part of the balance of this Account to his / her Bank Payment Account.

From the creation of the Provisional Account, the Holder has 60 days to provide Zeturf, by email, post or fax, with a copy of a valid proof of identity, such as the national identity card, passport or driver's license, as well as a document mentioning the references of his Bank Payment Account and confirming that it is indeed open to his name. If the Holder does not send within 30 days all the supporting documents mentioned above, the provisional account will initially be deactivated for a period of 30 days. The deactivation of the Account will prevent the Holder from performing a betting action on the Site and order the payment of all or part of the credit of his Account to his Bank Account Payment. If the Holder sends his documents within 30 days of the deactivation of your Account, the Account will be reactivated.

The holder has the ability to perform himself the closing of his account player
The holder has the faculty to carry out himself his provisional self-exclusion (from 7 days to 3 months) or his long-term self-exclusion (from 6 months to 3 years). At the end of the self-exclusion period, the holder once again has the possibility to access his player account, except in the particular case of a self-exclusion of 3 years which also causes a closure of the account.

A holder who has not performed a gambling or betting transaction in the last twelve months is declared inactive and will have his account deactivated.

One and the same person will only be able to receive all bonuses and bonuses once.

All bonuses and bonuses of any kind paid into Zeturf's customer accounts are valid for six months. At the end of this period ZEturf will debit the players accounts the amounts of the bonuses and bonuses that have not been played.

### 3. RULES RELATING TO PAYMENTS TO GAMING ACCOUNT

Payments from or from Zeturf, as well as withdrawals from an account must always be made through a financial institution.

Zeturf France Ltd has delegated to its sister company ZETote System ltd the service to manage payments and withdrawals associated with certain financial companies.

**Deposits made on the Zeturf site are irrevocable. The deposits are only entitled to make bets on Zeturf and Zebet sites to the exclusion of any other services**

The only terms of payment of the Holder's assets (sums deposited or won) are withdrawal by bank transfer to a bank account in the name of the Zeturf Account Holder and withdrawal by some electronic money organizations.

The Holder's assets will be paid to him at his request on the payment account he has indicated.

**Prior to the first withdrawal of his holdings, the Holder must have completed the verification process of his Account.**

Upon final registration the customer will have set a weekly limit to the supplies of his account. The Cardholder may request a modification of this limit from Zeturf. In the case of a request to increase this deposit limit, a period of two days from the request of the Holder is expected.

**Will not be withdrawn:**
- Amounts acquired through various premiums (first registration, first payment, fidelity ..)
- Provisional gaming accounts.
- Deposit amounts that have never been played (*)
- Game accounts subject to an opposition on credit (see above)
- Game accounts subject to litigation

(*) Money deposits are irrevocable and the sums deposited must be used to place bets. However, in the event of an account closure, the balance of the account is paid back by ZEturf to the customer's reference bank account.

In the event that internet money bets are illegal in the Account Holder's country of residence and / or domicile, the Account Holder is not permitted to use his Credit Card for the purpose of entering into any bets.

### 4. Betting RULES and Wins

Betting rules are described in the Zetruf Rules and Zebet Rules available on the websites.

Condition resolutely: the betting contracts relating to a competition or sport or horse event being the subject of a decision taken by the ARJEL on the basis of V of the article of the law of May 12th 2010; these bets taken before and after the entry into force of this decision are deprived of legal effects. In the event that the object of the ban impacts a combined bet, the latter will be, depending on the case, either degraded or cancelled.

A minimum bet may be set by ZEturf for each bet.

ZEturf reserves the right to limit the maximum amount of wagers according to each type of bets.

ZEturf reserves the right to limit the maximum amount of bets for certain players or certain categories of players.
If the bettor makes a bet whose amount exceeds the limit set by ZEturf, the system will not allow him to validate his bet and will indicate to the bettor that the amount of his bet is too high. He will however have the opportunity to validate his bet by lowering the amount of his bet.

5. SECURITY RULES

ZEturf observes the strictest confidentiality in all his contacts with an Account Holder. Any exception to this rule of conduct can be made only by decision of the Applicable Law and / or in the event that the Account Holder has violated the ZEturf Terms of Service.

The Account Holder chooses by itself his username and password. It is the responsibility of the Account Holder not to disclose such confidential and private information. If the Account Holder suspects that this information has fallen into the hands of a third party, he must immediately contact the ZEturf Customer Service: contact@zeturf.fr

ZEturf keeps a copy of all electronic communications that go through the Internet.

Credit Card payments may, from time to time, be partially and / or totally rejected due to certain security measures developed in consultation with a Payment Solutions Provider and / or Financial Institution. Such security measures may restrict the use of Credit Cards, however legitimately owned, but the use of which at times is rendered impossible. ZEturf staff have no control over these security measures and have no way of knowing the reasons for refusing a payment.

ZEturf reserves the right to ask the Account Holder to produce documents to prove his identity and / or authorization to use a specific Payment Card and / or to prove the truth of other information provided by the Account Holder. Account, before satisfying a request for payment and / or withdrawal from the gaming account; this procedure may result in slight delays.

ZEturf applies the rules in force in its area of activity to protect the confidentiality of the personal data of its Account Holders, such as firewalls and Secure Socket Layers.

ZEturf considers data as assets that must be protected to prevent loss and unauthorized access.

ZEturf implements various security measures to prevent internal or external users of the company from accessing it without authorization.

6. INFRACTIONS

Without excluding other remedies, ZEturf reserves the right to give any account holder a warning, to suspend temporarily or indefinitely its membership, to terminate it and not to provide its services:
- if an account holder violates these Terms or the documents incorporated by reference.
- ZEturf is unable to verify or authenticate the information provided by the account holder,
- or, if ZEturf believes that the actions of the account holder are likely to engage his responsibility, his or those of the users.

ZEturf reserves the right to request, when it sees fit, an identity verification for all of its account holders.

7. DENIAL OF RESPONSIBILITY

Account Holders are invited to comply with the legislation in force. ZEturf is not intended to provide tax or legal advice to Account Holders.

ZEturf does not recognize or accept any liability, of any kind, for any damage suffered by an Account Holder and / or a third party caused directly and / or indirectly by any:
- Error, typographical error, misinterpretation, misunderstanding, translation error, misspelling, transaction error, technical problem, error in registration, manifest error, force majeure and / or any other related error;
- Infringement of the Official ZEturf Rules;
- Criminal activity;
- Advice provided by ZEturf;

8. LEGAL ACTIONS AND APPEALS
ZEturf reserves the right, at any time and at its discretion, to settle any dispute in accordance with the principles of equity.

Any claim relating to a transaction in a Gambling Account shall be reported to ZEturf within six months of the date on which the transaction was made or should have been made. If this deadline is not respected, ZEturf reserves the right to disregard the complaint made.

Any dispute relating to a transaction made in connection with a Game Account and which cannot be settled by the Official Rules of ZEturf, which includes the right of ZEturf to attempt, at any time and as it sees fit, to resolve this kind of disputes in accordance with the principles of fairness, will be arbitrated in accordance with the Applicable Law.

Claims can be sent to Zeturf:
- by post at the headquarters of Zeturf France Ltd,
- via the contact form on the Zeturf website www.zeturf.fr/fr/aide/contact or www.zebet.fr/fr/personal-data/contact
- by email: contact@zeturf.fr

Zeturf is committed to answering any request in reasonable delays according to the complexity of the problem.

In the event that Zeturf's response to a complaint did not appear satisfactory and after several exchanges between the applicant and the customer service; the player can then seize the Médiateur des jeux en ligne (Autorité de régulation des jeux en ligne, 99-101 rue Leblanc, 75015 Paris, France, contacts: 01.57.13.13.00 or mediation@arjel.fr or on the website mediateurdesjeuxenligne.com)

In the event that ZEturf is found liable in any way in a court of law and / or similar authority with jurisdiction over ZEturf, ZEturf's liability shall be limited to the Wager and Gain Minor. Eventually, if the case concerned so requires and allows, this liability shall be limited to the lesser of the amounts credited or debited to the ZEturf Account.

9. LIMITATION OF LIABILITY

ZEturf is bound by an obligation of means with regard to the continuity of its service and the ability given to its account holders to make bets.

Account Holder agrees to release ZEturf, its parents and affiliates, officers, agents and employees from liability for any damages resulting from the use of its site, regardless of the cause of such harm. ZEturf offers simple technical means of betting to its account holders and can not be held responsible for the actions of account holders.

Without limiting the scope of the other provisions of these terms and conditions, ZEturf can not be held responsible for damages resulting from the loss, alteration or fraudulent access to data, the accidental transmission of viruses by way of emails emanating from Customer Service or other harmful elements, the attitude, conduct or behavior of a third party or other account holder, the cancellation of a bet, even if the realization of a such harm was known or could have been foreseen by ZEturf.

Without limiting the scope of the other provisions of this agreement, the liability of ZEturf, should it be engaged, whatever the cause or the form of the action, could not exceed, all damages, the sum of five hundred (500) Euros.

Without limiting the scope of the other provisions of this agreement, ZEturf's liability, whether in tort or contract, can not be held liable for acts of force majeure, fortuitous event or the act of a third party, or the victim of the damage.

The parties acknowledge that a fortuitous event is breakdowns and technical problems with hardware, software and computer software or the Internet including, but not limited to interruptions, suspensions or closures of the service. The Account Holder acknowledges that ZEturf can not be held liable for damages related to these problems.

ZEturf does not guarantee that the proposed service will be continuous, without temporary or permanent interruption, without suspension or error.

ZEturf can not be held responsible for damage resulting from typing, transmission and / or estimation / forecast errors. ZEturf reserves the right to correct, with retroactive effect, any errors concerning the introduction of odds and / or results (eg unfortunate reversal of horses, quotations, results ...).

ZEturf can not be held liable for damages resulting from the misuse of his gaming account by an account holder.

10. CONFIDENTIALITY OF PERSONAL INFORMATION AND DATA
Zeturf applies the Data Protection rules and I am particularly the European Data Protection Regulation 2016/679 (RGPD) within the limits imposed by the obligations of the regulator of online games (ARJEL). The details of the Data Protection policy are available on the website (see responsible game).

The personal data of the account holder are strictly confidential and only for the services of ZEturf or sister companies belonging to the ZEturf group. This data can not be passed on to third parties except as specified below.

By its acceptance of the Regulation the holder explicitly waives the exercise of some of its rights under the 4th European Directive (RGPD): indeed to be allowed to hold an account on our site, the law requires that the personal information of the holder are:

- transmitted to the Regulatory Agency of online games ARJEL.
- be kept and archived confidentially by ZEturf for a period of six years after the closure of his account.

By accepting the terms and conditions, the Account Holder agrees that Zeturf electronically backs up and processes the data entered by him on the Site. Personal data collected in connection with participation in the games and bets will be processed in accordance with the provisions of the 4th European Directive (GPRD).

The account holder may at any time access the personal information about him held by ZEturf, request their modification or deletion. Thus, he may ask for the rectification, completion, clarification, updating or erasure of information concerning him which is inaccurate, incomplete, equivocal, out of date or whose collection or use, communication or preservation is forbidden. In the event that the account holder wishes the deletion of the information necessary for his registration, he must then close his account.

The account holder accepts and authorizes ZEturf to communicate to third parties any information concerning him, including his name and address, if this communication is reasonable or necessary for compliance with the laws and regulations in force, for any legal or administrative action, or for his own protection or the protection of his account holders or other persons.

11. COMPENSATORY DAMAGES

The Account Holder accepts to defend and compensate ZEturf (including reasonable legal expenses) and its affiliated companies, company representatives, administrators, agents and employees for any claim or complaint made by a third party, caused or resulting from its violation of the present conditions or any document included in it as a reference, or from its breach of any laws or rights of the third parties.

12. APPLICABLE LAW

This Regulation is governed in all respects by French law. The French courts are exclusively competent to settle any conflict arising from the interpretation or execution of this Regulation.

13. ADVERTISING

The ZEturf site may contain hypertext links to other Internet sites. ZEturf cannot be held responsible for the content or services of external sites, the operation or access to these sites, relationships between the Account Holder and owners of these sites. ZEturf does not approve and is not responsible for the content, opinions, products or services sold on these external sites. ZEturf cannot be held responsible, in whatever way, for damages or losses through the use of these external sites.

14. INTELLECTUAL PROPERTY

The Account Holder acknowledges and accepts that the content of the site and, in particular, but not exclusively, the texts, photographs, videos, software and programs, sounds, music, page setting, graphic charter, logos, design or any other information or format presented by ZEturf or its advertisers, are protected by copyrights, brand, patent and any other intellectual or industrial property rights acknowledged as belonging to them according to the laws in force.

The Account Holder can in no way use, print or reformat the content of the site for purposes other than for private or family use. He accepts not to download, copy, transmit, sell or distribute the content of the site without express authorisation from ZEturf.

Each party acknowledges that the information and databases accessible on the ZEturf site are the property of ZEturf. The use of this data by an Account Holder should remain in a private or family context. For example, this information cannot be used for commercial purposes, be reproduced on an Internet website, or compiled through a search engine, meta-search engine or web spider.
15. MISCELLANEOUS PROVISIONS

ZEturf reserves the right to subcontract or assign to a third party the rights and obligations arising from this agreement. The fact that ZEturf tolerates the breach by the Account Holder of one of the obligations provided for in this agreement, or of not applying any right conferred on him by this agreement, may in no way be interpreted as a waiver on his part to avail himself of his rights.

The title of the articles of this user agreement is only indicative and may not alter or modify, in any way whatsoever, the terms of this agreement.

In the event that any of the provisions of the present convention would be considered illegal by a legal or regulatory provision, present or future, or by a court decision res judicata and emanating from 'a competent court or body, that provision would be considered to be unwritten, all the other provisions of this Convention being binding on the parties.

In order to prevent conflicts of interest, employees, shareholders and subcontractors of the Zeturf group are not authorized to open player accounts except for technical reasons of test and verification. In any case the possibilities of withdrawals of gains. These accounts are limited to € 50 per month.