1. DEFINITIONS OF KEY TERMS USED

"The Official Terms and Conditions of ZEturf" are the complete terms and conditions, constituting and governing the contractual relationship, as stated herein, and which the parties, as stated herein, hereby agree upon.

ZEturf" stands for ZEtoteSystem Limited, a company duly registered under the Maltese laws; Registration number C48100; Registered Office : CAROLINA COURT 3RD FLOOR, GIUSEPPE CALI STREET, TA’ XBIEX, XBX 1425 Malta; Tél.: + 356 21 331 642 ; e-mail: contact@zeturf.com;

"An Account Holder" is a private individual having a contractual relationship with ZEturf and who is the beneficiary of the trust referred to hereafter.

"A Betting Account" is an account held by an Account Holder. The strict purpose of this account is to conduct betting transactions.

"A Fiduciary Account" is a deposit account held by the Fiduciary in favour of the Account Holders. The Account Holders deposit their funds on this account under the control of the Fiduciary that keeps and manages such funds.

The "Fiduciary Property" refers to any property held by the Fiduciary at any time, in favour of the Account Holders. This property may be held in a pooled account.

"The Contract" is the contractual agreement between ZEturf and an Account Holder, governed by "The Official Terms and Conditions of ZEturf", i.e. "The Conditions of use of ZEturf services".

"The Licence" is the operating licence delivered to Zeturf under the registration number MGA/B2C/113/2004 (pooled betting on horse races and fixed odd betting on sports). The Licence is issued and is regulated by the Malta Gaming Authority (MGA).

Pool betting on horse races is regulated by the MGA; the Rules of games ("Betting Rules" pdf document ) are to be agreed by the player as part of the current Terms and Conditions and can be download on www.zeturf.com

Fixed odd betting on sports is regulated by the MGA; the Rules of Games ("Rules" pdf document) are to be agreed by the player as part of the current Terms ad Conditions and can be downloaded on www.zebet.com
"Privacy Policy" and "Responsible Gaming Policy" are to be agreed by the player as part of the current Terms and Conditions and can be download on www.zeturf.com and www.zebet.com ("Responsible Gaming").

"The Governing Authorities" are the Maltese authorities: Malta Gaming Authority (MGA).
"The Governing Law" is the Maltese law.
"The Place of the Contract" is Malta.
"The Betting Duty" refers to the Maltese tax applicable on the winnings generated by the bets.

"The Site" is the Internet website, accessible through the Internet address www.zeturf.com or www.zebet.com where all updated and relevant information regarding ZEturf's operation is published.

"The Fiduciary" is UNIFIN SERVICES LIMITED in Malta, a company licensed as a Trustee under the Maltese laws and appointed as a trustee for the purposes of holding Fiduciary Accounts in favour of Account Holders. ZEturf may also be a Fiduciary but only when the Account Holder funds payable to the Fiduciary are under its control.

"The Fiduciary Agreement" is the fiduciary agreement signed - and that can be amended - between ZEturf and the Fiduciary, in which the Fiduciary is appointed to hold the capital and the interests for and in favour of the Account Holders.

"A Payment Card" is a generic term which refers to cards used for payments, deposits, or any card having similar functionalities.

"A Payment Solutions Provider" is an intermediary acting as a payment agent.

"A Financial Institution" refers to banks and/or any institution regulated by applicable domestic financial services laws.

"Registration Bonus" is the bonus offered to a prospective Account Holder when he/she registers on ZEturf for the first time.

"First Payment Bonus" is the bonus offered to an Account Holder when he/she makes his/her first deposit on his/her ZEturf account.

In the Official Terms and Conditions, a reference to the singular shall include the plural and vice versa, words importing the definite shall include the indefinite and vice versa.

2. OPENING AND USING AN ACCOUNT

Any person who applies for a Betting Account acknowledges and accepts:

- All definitions and stipulations as stated in Article 1 and/or in the current ZEturf Official Terms and Conditions;
- The Official Terms of ZEturf, as published on the Site, as well as all the possible changes made to the Official Rules of ZEturf (Any change in the Terms and Condition of ZEturf will be notified to the players and their re-confirmation of acceptance is required);
- That the Place of the Contract is Malta;
- That the Contract is governed by:
  - 1. The ZEturf Official Terms and Conditions.
  - 2. The decisions made by the Governing Authorities.
  - 3. The Applicable Laws of the Place of the Contract.

ZEturf reserves the right, at its own discretion and at all times, to:
• Refuse to open a Betting Account and/or close an existing Betting Account without any explanation

• Refuse deposits on a Betting Account without any explanation

• Ask for documentary evidence of identity, authorisation to use a specific Credit Card and/or other information provided by the Account Holder, before accepting deposits and/or withdrawal from a Betting Account.

• Confiscate funds from a Betting Account/or to refuse honouring a withdrawal request in case the Zeturf Official Terms and Conditions would be directly or indirectly violated and/or if criminal and/or prohibited actions linked with a bet would have been made, in condition that any of the said events is in connection with a Betting Account and/or the relevant request.

If a Betting Account is not activated within 30 days, the Registration Bonus will be debited.

Any person applying to become an Account Holder acknowledges not being under 18.

The Account Holder will refuse to help any under 18 person to open or use an account.

Any person applying to become an Account Holder warrants not to be resident of the following countries:

- United States of America
- Afghanistan
- China
- Iraq
- Israel
- Soudan
- Thaïlande
- Turkey
- Iraq, Ethiopia, Serbia, Sri Lanka, Syria, Trinidad and Tobago, Vanuatu, Yemen, Bosnia and Herzegovina.

- And any other countries where Zeturf Services are forbidden or against applicable laws.

This list can be changed.

Zeturf will close any account when evidence of being opened or used from a forbidden countries.

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)

Account Holder must check regularly that he is allowed by the regulations of his country of residence to open or use Zeturf services. Zeturf deny any responsibility in any kind of dispute between an Account holder and public authorities.

An Account Holder warrants, at all times:

- Not to be restricted by limited legal capacity;
- Not acting on behalf of a third party: and register personally.
- Giving and maintain up-to-date account details : a valid identification, address and contact email or telephone number;
- Not being classified as a compulsive gambler;
- That the money he/she deposits on his/her Fiduciary Account does not come from criminal and/or other un-authorised activities.
- That he/she has the right to use the Payment Card he/she uses to deposit money on his/her Fiduciary Account.
- That he/she is not directly or indirectly involved in criminal activities linked to a ZEturf Account.
Any payment is irrevocable and on no account the latter can be paid off.

Zeturf prohibits player collusion and will take measures to prohibit use of device such as robots that can distort game play.

It is prohibited to transfer funds amongst player accounts.
Its is prohibited for player to sell, transfer and/or acquire accounts to/from other players.

**Obligations of Zeturf:**

Within the limits of the payments ZEturf receives, ZEturf warrants that all the funds of the Account Holders are held by the Fiduciary; to pay all the funds received from the Account Holders to the Fiduciary and to keep all the funds in a distinct and identifiable way, in order to protect the Account Holders interests until the funds are transferred into the Fiduciary Account.

Within the limits of the payments ZEturf receives from the Account Holders, ZEturf accepts to be Fiduciary for the Account Holders' funds they would hold at any time until they are transferred to the Fiduciary. ZEturf also accepts being responsible for these funds, as a Fiduciary, until they are paid to the Fiduciary.

As the Fiduciary, without prejudice for the Account Holders rights, ZEturf will take all the necessary measures to make sure the Fiduciary fill its obligations towards the Account Holders in accordance with the present Contract and with the Fiduciary Contract. ZEturf would advise the Account Holders if events occur against the Fiduciary or the Account Holders rights.

Absorb the cost of and pay the Betting Duty in the Place of the Contract.

Zeturf also guarantees to pay all the costs related to the Fiduciary.

Manage Account Holders personal data according to laws in effect, data protection legal rules and/or other similar measures.

The currency of the present Contract is EURO.

The funds held for the Account Holders do not accrue interests.

An Account Holder can only hold one Account.

Any claim regarding a transaction linked to a Betting Account has to be made to ZEturf within the 6 months following the date when the transaction was made or should have been made. Otherwise, ZEturf reserves the right to ignore this claim.

Any dispute regarding a transaction linked to a Betting Account that cannot be solved by the ZEturf Official Terms and Conditions, that includes the right to try to solve the dispute according to the equity principle, at any time and at its own discretion, would be solved in accordance with the Governing Law of the Place of the Contract.
The Account Holders acknowledge and accept that the funds put on the Fiduciary Account will be hold by the Fiduciary for their benefit and that this creates a relationship between the Account Holder, as the beneficiary of the Fiduciary, and the Fiduciary, that will have to act as a Fiduciary according to the Terms and Conditions of the Fiduciary Contract and to the “Trust and Trustee Act” (chap. 331 of the Maltese Laws).

General conditions regarding Bonuses

A same person shall not be entitled to more than one time the welcome bonuses.
An person receiving a "return Bonus" (50 % of a deposit limited to 50 €(Euros) will oose any right to welcome bonuses not yet credited.
After 6 months, unused bonuses will be withdrawn from the accounts.

An Account Holder will only receive one Registration Bonus and only one First Payment Bonus.
An Account Holder holding a Betting Account that has only been credited with the Registration Bonus can only place bets of one Euro.
A Betting Account that has only been credited with the Registration Bonus cannot be debited.

Customer Support :

Zeturf customer service department is available 7/7 from 9 am to 10 pm(C.E.T.). Any information, support or complaints can be address to Zeturf, by multiple and international communication channels as detailed on “Contact Zeturf” on the web site. If necessary, Customers can write directly to “Customer Service Department” at Zeturf (address in article 1 above)

Account Management :

All transactions are checked by Zeturf to prevent money Laundering.
Zeturf requires to know its customer in detail when customer make money deposits or withdrawals: id documents, address verification, bank details are required. Furthers verifications can be asked to customer to ensure information validity.

Deposit Limits : 15 € is a minimum, 3000€ is a maximum.

Customer can close his account at any time, free of charge either through “My Account” page or by addressing the request to the customer service. If customer account is not null at the time the account is closed, the customer service will transfer the remaining money to customer bank account.

If no transaction has been recorded on a player’s account for 30 months, Zeturf will remit the balance of that account to the player and to the Authority, if the player cannot be contacted satisfactorily.

Zeturf will informe the player in no less than 30 days before the player’s account is due to become inactive and any applicable fees with respect to inactive/dormant accounts.

If an account has been dormant, closed or excluded for any reason and for any period of time, the player may contact Zeturf support team to recover any pending funds still in the account.

IF a player account remains inactive for a period of more than 12 months, Zeturf may apply a monthly inactive account fee of 5€ starting on the 13th month of inactivity, until the funds in the account are null.
Zeturf can decide to close a customer account without giving reasons; in that case no fee is applied.

**Responsible Gaming:**

Zeturf offers to player several means to set up self protection mechanisms. The customer can set up:

- A financial limits on wagers and losses
- A limit on session time
- A self exclusion for a definite or indefinite period of time

A player who has set a limit or exclusion under this regulation may change or revoke the limit or exclusion by written notice or electronic notice given to the licensee.

A notice increasing or revoking a limit or decreasing the exclusion has effect only after seven days after the licensee has received the notice.

A notice reducing a limit or increasing the exclusion has effect immediately after it is received by the licensee.

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

Payments to or from Zeturf as well as withdrawals from an account must always be performed by means of a financial institution.

Payments shall only be accepted and made from accounts held with licenced financial institutions or through licenced payment providers approved by Malta Authorities.

Deposit Methods: Deposit can only be made through bank transfert, credit/debit cards, Pre-paid vouchers or E-wallet.

Withdrawal Methods: Withdrawal can only be made through bank transfert, credit/debit cards or E-wallet.

A five-euro charge will be applied for withdrawals effected by bank transfer.

Zeturf requires Customer to provide Personal, Id, address and banking information, and Zeturf can proceed any verifications and authentications when customers make deposit or withdrawals.

The only means of disbursing the assets of the titleholder (sums which had been deposited or won) are a withdrawal by bank transfer to a destination bank account in the name of the titleholder of the Zeturf account or to an equivalent alternative of electronic wallet (Skrill ...)

The funds deposited by the player or owned by the licensee shall be credited to the player's corresponding account.

The assets of the titleholder shall be disbursed to them upon request from the user's payment account.

A withdrawal request is processed by Zeturf Customer Service within 24h or 48h, when validated the bank transfer follows the usual national or international time frame.

Before they can perform an initial withdrawal of assets, the titleholder must have completed the verification process for their account.

The identity of the customer will be verified or re-verified on cumulative deposit of €2,000 which value can be calculated either on a daily basis taking into account all deposits effected by a customer since the establishment of the business relationship; or on the basis of a rolling period of one hundred and eighty (180) days.

Withdrawals will be remitted only to the same account from where the funds paid into the customer's account originated. If not possible, the player shall proove that the alternative destination is secure and belongs to the same player.
Upon final registration, the customer will have set a weekly limit for deposit on their account. The titleholder can request an amendment to this limit from Zeturf. For requests to increase this deposit limit there will be a delay of seven days starting from the time of the titleholder's request. An decrease of this limit is immediate.

The following cannot be withdrawn:

- Amounts acquired by means of various bonuses (initial inscription, initial payout, loyalty, etc.)
- Payments which enable a bonus to be awarded. In this case, the customer will need to bet the deposited sum before being able to withdraw the corresponding amount.
- Provisional betting accounts
- Deposit amounts that have never been bet (*)
- Betting accounts on which no bet has been placed
- Betting accounts on which credit has been opposed (see above)
- Betting accounts which are subject to litigation

(*) The deposits of money are irrevocable and the deposited sums 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 cash bets over the Internet are illegal in the country of residence and/or of domicile of the account titleholder, the latter shall not be authorised to use their credit card for the purpose of engaging in cash bets.

4. Betting and Wins

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

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

**Zeturf reserves the right to refuse a bet.**

**Zeturf reserves the right to terminate games at any moment.**

ZEturf reserves the right to set a maximum amount limit for each type of bets.

ZEturf reserves the right to set a maximum amount limit for some players or some categories of players.

If an Account Holder places a bet which stake exceeds the limit set by ZEturf, the client won’t be able to validate the bet. It will indicate that the amount of the bet is too high. However, the Account Holder will be able to validate the bet by lowering the amount of his/her stake.

In case of technical failure or any distortion of fair game, game miscarried and/or aborted game, Zeturf may cancel the game and refund the Customer its original stake.

5. SECURITY RULES

ZEturf maintains strict confidentiality in all relations with account holders.

The only exception to this rule is in the event of a court order and/or in the event that the account holder breaches the ZEturf terms of service.
The account holder can choose their own username and password. It is the responsibility of the account holder not to divulge this confidential and private information. If the account holder has reason to believe that this information has fallen into the hands of a third party they must immediately get in touch with ZEturf Customer Service: contact@zeturf.com

ZEturf keeps a copy of all electronic communications sent via the Internet.

Credit card payments made from time to time may be partially and/or wholly declined due to security measures developed in coordination with a payment solutions provider and/or a financial institution. Such security measures may restrict the use of credit cards, even if these have been legitimately obtained, but whose use has been declined at certain times. ZEturf staff have no control over the security measures and no way of knowing the reasons for the refusal of any payment.

ZEturf reserves the right to ask the account holder to produce documents to prove their identity and/or their authorisation to use a specific payment card and/or to prove the authenticity of other information provided by the account holder before settling a payment and/or withdrawal demand from the gaming account; this procedure may cause slight delays.

ZEturf applies the rules in force in its field of activity to protect the confidentiality of the personal data of its account holders, such as firewalls and Secure Socket Layers.

ZEturf considers the data to be assets which must be protected in order to prevent loss and unauthorised access.

ZEturf has put in place various security measures in order to prevent unauthorised access by users either within or outside of the company.

6. INFRACTION

Without excluding other grounds for appeal, ZEturf reserves the right to give any Account Holder a warning, to suspend temporarily or indefinitely his/her membership, to cancel it or not to provide him/her its services:

- If an Account Holder violates the present Terms and Conditions or the documents which are included by reference.
- If ZEturf is unable to check or to authenticate information provided by the Account Holder.
- Or if ZEturf thinks that the behaviour of the Account Holder can involve his/her responsibility, ZEturf responsibility or its user's responsibility.

ZEturf reserves the right to ask any of the Account Holders at any moment to prove his/her identity.

7. DENIAL OF RESPONSIBILITY

Account holders are advised to comply with prevailing legislation.

ZEturf is not in a position to provide legal or tax advice to account holders. ZEturf does not acknowledge or accept any liability whatsoever for any loss suffered by any account holder and/or third party and caused directly and/or indirectly by any:

- Error, typographical error, misinterpretation, error in oral or written comprehension, translation error, misspelling, technical problems, transaction error, technical problem, login error, manifest error, force majeure event and/or any other apparent error;
- Breach of ZEturf official rules;
- Criminal activity;
8. CLAIMS, LEGAL ACTIONS AND APPEALS

ZEturf reserves the right, at any time and at its own discretion, to settle any litigation according to the principles of equity.

Should a Player feel that the dispute was not resolved to his satisfaction, the Player can refer the dispute to the MALTA ALTERNATIVE DISPUTE RESOLUTION ENTITY (MADRE). www.madre-online.eu

MADRE is an independent alternative dispute resolution entity specialized in gambling cases. The dispute resolution procedure at MADRE is free of charge for the Player independent of the outcome.

The procedure before MADRE does not restrict or prejudice the Player’s right to bring proceedings against in any court of competent jurisdiction.
For “Small Claims” the decisions of MADRE shall be binding upon both the operator and the player who referred the dispute.
Customer complaints can also be channelled to MADRE through the use of the European Online Dispute Resolution platform. http://ec.europa.eu/consumers/odr/

If ZEturf were found liable in any way, by a Court of Law and/or a similar authority with legal jurisdiction over ZEturf, the ZEturf responsibility would be limited to the reducing amount of the stake and of the profit. Possibly, when relevant and applicable, the responsibility would be limited to the reducing amounts credited or debited from or to the ZEturf account.

You can also contact the Maltese regulatory authority at the following address: support.mga@mga.org.mt

9. LIMITATION OF LIABILITY

ZEturf is under an only obligation of means, regarding the continuity of its service and the capacity given to its Account Holders to place bets.

The Account Holder agrees to disengage ZEturf, its parents and subsidiary companies, its managers and employees, from any liability for any damage linked with the use of its site, whatever the cause of this injury would be. ZEturf offers simple technical means to place bets for its Account Holders and cannot be held liable for the actions of the Account Holders.

Without limiting the other articles of the present general Terms and Conditions, ZEturf cannot be held responsible for damages resulting from the loss, alteration or fraudulent access to data, accidental transmission of a virus through e-mails issued by the Customer Care Service or other harmful items, the attitude, conduct or behaviour of a third or of another Account Holder, the cancellation of a bet, even if the possibility of such prejudice was known or could have been foreseen by ZEturf.

Without limiting the other articles of the present general Terms and Conditions, if ZEturf’s liability is committed, whatever the cause or form of the action is, it cannot exceed, for all damages considered together, five hundred (500) Euros.

Without limiting the other articles of the present general Terms and Conditions, ZEturf’s liability, whether it is criminal or contractual, cannot be committed for facts due to a case of force majeure, a fortuitous event or facts occurring because of a third or of the victim of the prejudice.

The parties acknowledge that a fortuitous event can be technical problems and breakdowns from hardware, programs, softwares or the Internet network including, but not limited to interruptions, stop or closure of the service. The Account Holder acknowledges that ZEturf cannot be held responsible for prejudices linked to these problems.
ZEturf does not guarantee that the service offered will be continuous, without temporary or definitive interruption, without stop or without any error.

ZEturf cannot be held responsible for prejudices linked with typing, transmission and/or valuation/forecast errors. ZEturf reserves the right to correct afterward, involving a retroactive effect, possible errors concerning the entry of odds and/or results (e.g. mistaken inversion of horses, odds, results, etc.).

ZEturf cannot be held responsible for prejudices linked with an Account Holder’s abusive use of his Betting Account.

10. CONFIDENTIALITY OF PERSONAL INFORMATION AND DATA

Zeturf applies the Data Protection rules and 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, with the provisions of the MALTA GAMING AUTHORITY and the procedures and regulations of the Anti-Money Laundering. 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 regulator of online games MGA.
- 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.

Inside Zeturf organisation, only the Customer Service Department and the Audit Department have access to customer information.

The customer accept and authorises Zeturf to supply his personal customer data to third parties such as:
- Malta Gaming Authority (MGA) for gaming regulation purposes
- Financial Intelligence Analysis Unit (FIAU) Malta for anti money laundering purposes
- The Fiduciary (for customer money management purposes
- Or any third parties if this communication is reasonable and useful for legal and regulation issues or related to administrative or justice procedures or to ensure the protection of Zeturf or individuals.

Zeturf has the obligation to forward any personal information to the relevant reporting authorities in case of fraudulent or suspicious behaviour.

The supply of personal data to third party for other reason than those above, is on an opt-in basis.
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

The present regulation is governed in all respects by the Maltese law. The Maltese jurisdictions are exclusively competent to settle any conflict which would ensue from the interpretation or from the execution of the present 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/She 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 transfer the rights and obligations of the present agreement to a third party.

The fact that ZEturf tolerates an Account Holder's failure to fulfil the obligations of this agreement, or not to use a right owed through this agreement, can in no way mean that it gives its rights up.

The title of the articles of this user agreement is only indicative and cannot alter or modify, in whatever way, the terms of this agreement.
In the event that any provision in this agreement is considered illegal by a legal or regulatory provision, now or in the future, or by a legal decision bearing the authority of the legal matter and emanating from a jurisdiction or competent body, the said provision shall be considered as if it had not been written, whilst all of the other provisions in this agreement retain their binding force between the parties.