

TERMS OF SERVICE

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ABOUT US

The information on the Website is provided by the Website operator SUVYD B.V., registered at Abraham Mendez Chumaceiro Boulevard 03, P.O. Box 4750, Curacao, hereinafter referred to as “Company “.

The activities of SUVYD B.V. are fully licensed and regulated by the Curaçao Gaming Control Board under license number OGL/2024/846/0501, in accordance with the National Ordinance on Offshore Games of Hazard (Landsverordening buitengaats hazardspelen, P.B. 1993, no. 63) (NOOGH). SUVYD B.V. is incorporated under the laws of Curaçao with Company Number 164492.

The payment processing is managed by SUVYD LIMITED (registered under No. HE451451 at address: Vasili Michailidi, 9, 3026, Limassol, Cyprus), subsidiary of SUVYD B.V

These Terms of Services regulate the contractual relationship between the parties, SUVYD B.V. ("SUVYD", "we", "us"; or "our") and you, as the Client ("client" or "you" or "yours").

"Client" means any person who agrees to all these Terms of Services. Before using our website hertzbetz.com ("website" or "site"), please read these Terms of Services carefully. By using, viewing, reading, printing, installing, or downloading any material from the site, or becoming a member to the site, you agree to be bound by these Terms of Services.

1. PRELIMINARY PROVISIONS

1. By using and visiting any section of the website operated under the hertzbetz.com (“the Website”) or by opening an account on the Website you agree to be bound by: these Terms of Services (“Terms”), the Privacy Policy, any terms and conditions of promotions, any game rules, bonuses and special offers which may be found on the Website from time to time. All of the terms listed above shall together be referred to as "the Terms".

2. Carefully read the Terms before accepting them. If you do not accept these Terms of Services, you must refrain from using the Website and accessing the Services. Your further use of the Website and the Platform will be deemed as and shall constitute full acceptance of these Terms by you. If you disagree with these Terms, do not use the Website, do not create an account and/or discontinue using the Website, since the use of the Website services implies your acceptance of the Terms.
3. We can change our Terms if we need to. Where legally required, we will request your consent prior to implementing such changes. In case of modifications to these Rules, clients are notified about them with the corresponding announcements. If you continue playing, this shall be deemed as acceptance by you of the new Terms of Services. If you do not agree with the new Terms of Services, then you should stop using our services.
4. We strive to provide the highest standard of customer services. As part of that commitment, we are fully committed to supporting responsible betting. We will use all reasonable efforts to ensure responsible bidding procedures, but we do not accept any responsibility of any legal nature in relation to this if you use the Website or Platform to deliberately evade any relevant measures, and we do not may to ensure compliance with said measures beyond our reasonable control.
5. These Terms are written in English. In the event of a dispute over a translated version, the English version of the Terms of services will take precedence.

2. PLAYER REQUIREMENTS

1. You should be a physical person (a legal entity will not be accepted as an Account Holder).
2. Under no circumstances may persons under 18 years of age or under any other age of eligibility for gambling as per the laws of a specific jurisdiction ("Eligible Age") use the Website services.
3. You can play on our website if you are from a country where an online gambling is legal. Check this before using our services.
4. The Company reserves the right to request documentary evidence of your age at any time to ensure that persons under the Eligible Age do not use the Website services. If you refuse to give us proof of age or are under 18 years old, we can close your account.

3. RESTRICTIONS

1. Persons located in or reside in USA, France, the Netherlands, and Curacao (the "Prohibited Jurisdictions") are not permitted make use of the website.

2. Countries with restrictions are: American Samoa, Aruba, Afghanistan, Belarus, Bonaire, Sint Eustatius and Saba, the United Kingdom, Virgin Islands (US), US Minor Outlying Islands, Guadeloupe, Greenland, Guam, Israel, Jordan, Iraq, Iran, Ireland, Spain, Italy, Yemen, Cyprus, North Korea, Cote d'Ivoire, Mayotte, Macau, Malta, Martinique, United Arab Emirates, Oman, Pakistan, Portugal, Puerto Rico, Réunion, Saint-Martin (France), Syria, Slovakia, French Guiana, Ethiopia, Myanmar.
3. We cannot guarantee the successful processing of withdrawals or refunds if you breach this Restricted Countries policy. Customers from other countries can review the Terms and Conditions and use all of the services provided on the site.
4. Unless countries and regions are listed in these Terms as restricted for provision of certain service or product of our Website, SUVYD has no relation to measures causing such prevention of access to the Website.
5. Although your satisfaction is extremely important to us, we are serious about responsible gaming. If you were diagnosed with gambling activities compulsive disorder or feel that you might have a relevant problem, please leave our website immediately. We recommend to seek professional help.
6. An individual applying to become an Account Holder furthermore warrants and represents:
 - not to be restricted by limited legal capacity;
 - not to be acting on behalf of another party;
 - not to be depositing funds originating from criminal and/or other illegal activities;
 - not to be conducting criminal activities whereby an Account is directly or indirectly involved
 - not to be faking their identity by providing edited, not original , masked or fake documents or providing the documents of 3rd parties.

4. OPENING AN ACCOUNT

1. You should register an Account personally to play a game using the Website hertzbetz.com.
2. By registering on the Website, the Client takes full legal responsibility for Website use.
3. When registering you will be given a unique account number. You can enter your own personal password using letters and numbers for additional security.
4. By registering an account or if requested by the site, you agree to provide true, accurate, current, and complete information about yourself.

5. It is vital that you provide us with a valid email address as we will use this during the registration process.
6. You are fully responsible for any unauthorized use of your account. In opening Your Account You warrant that:
 - you understand and accept the risk that, by using the Services, you may, as well as win money, lose money;
 - you are over 18 years of age and above the age at which gambling or gaming activities are legal under the law or jurisdiction that applies to You;
 - gambling is not illegal in the territory where You reside;
 - you have not already had an Account closed by us under the following reasons Collusion, Cheating, Fraud and Criminal Activity, Breach of the Terms of Use or at Your request under paragraph Responsible Gambling;
 - you are not classified as a compulsive problem gambler, and/or be included (whether voluntarily or involuntarily) on any register or database of excluded players;
7. You are permitted to open only one (1) Account. Multiple accounts held by the same individual are subject to immediate closure.
8. We may close any duplicate account (but shall not be obliged to do so). If we close a duplicate account, all bonuses, free bets, and winnings accrued from such bonuses and free bets obtained using that duplicate account will be void and forfeited by you.
9. If you provide misleading information during registration, the Site administration has the right to block your access to the Site or, in case of an obvious typographical error, to correct the data.
10. You are responsible for ensuring that no one else can use your account and password, and you are responsible for all transactions that occur under your account, whether you knew of or consented to such transactions.
11. If any person fraudulently obtains access to an account, we will terminate their membership immediately and take all necessary and appropriate actions under these T&Cs and under applicable laws and regulations. We do not accept any liability arising from the fraudulent entry and use of the website.
12. By signing up for the Website, you agree to receive advertising and information notifications via email and text messages. You can unsubscribe at any time through your personal account.
13. In case of suspicions of the loss of login (account number) and/or password, the Client is entitled to request change of its account data from the Company as soon as possible. Loss of password and other account data does not constitute the justified reason to cancel made bets or payout request.
14. If you want to open a new account, you must contact our client team. Once a new account is opened, under our supervision, the old one will be closed, your deposited funds and winnings will be duly transferred.

15. If any mistakes occur during registering and maintaining of your account, please inform us immediately.

5. VERIFICATION AND CLOSING YOUR ACCOUNT

1. For preventing frauds and other conflicts, we reserve the right to request documentation (for example copies of a player's passport, national Identity Card, copies of a utility bills, and/or copies of the debit/credit cards used to deposit) or other confirmation (selfie, verification call etc.)
2. We may request documentation at any time during your relationship with us. If you do not comply with our verification request within 30 days, we can take any action we deem appropriate, including limiting or closing your account and forfeiting your winnings, and charging you a contractual penalty of an amount equal to the full amount of any resources you have in your account.
3. In case you wish to close your account with us, you can do so by contacting our customer support. We can close your account and return the money in your account, minus banking charges.
4. Any remaining balance in your account will be processed for refund to you through the deposit method used for your deposits, provided that the balance of the account exceeds the amount of 10 EUR (minimum closing amount).
5. If the account balance is equal to or below the minimum closing amount, a closing fee of 10 EUR (or equivalent) will be charged to close the account. If the account balance is less than 10 EUR and an order to close the account is to be made, the account is closed with a closing fee equal to the account balance. If user opens an account after the current account is closed, the difference between the closing fee and the account balance is charged from the other account's funds.
6. By closing your account, you agree to forfeit all promotional prizes and bonuses that you may have received while using the Website. Once you open a new account, all promotional prizes and bonuses will not be credited to that account.
7. In case of closure of Account due to gambling addiction or fraud, an individual must not open a new Account. The Company will not be liable should the individual succeed in opening a new account, nor for any direct or indirect consequential damages. The Company reserves the right to close an account opened in breach of this rule at any point.

6. DEPOSITS AND PAYOUTS

1. The Company allows you to select one currency as your account currency during the registration. The company operates in EUR. The Player cannot demand payouts in other currencies except for the above-mentioned options.
2. Deposits and withdrawals from the Account should always be made through a financial institution or payment solution provider. Procedures, terms and conditions, availability and duration of deposits/withdrawals may vary from time to time as well as from country to country and financial institution.
3. You may fund your account by using any of the deposit methods available to you on the Website, including credit and debit cards, e-wallets and vouchers. All the banking methods you use for transactions with The Company must be registered under your name.
4. We do not accept cash deposits.
5. The Company does not accept funds from third parties (friends, relatives, partners, spouses) and people under the age of majority. If, during a verification, we discover that this provision has been violated, all your winnings will be confiscated and returned to the Company's account.
6. The company does not charge any deposit and/or withdrawal fees. If a bank transfer needs to be made to return funds to their legal owner, all bank charges/fees shall be paid by the recipient.
7. When carrying out any financial transactions, it is necessary that the name of the holder of the debit/credit card or bank account exactly matches the name of the holder of the corresponding account. Otherwise, the Company reserves the right to cancel all transactions and refund all bets placed using someone else's account or credit/debit card.
8. The Company continuously monitors all financial transactions on its website to prevent or detect money laundering, fraudulent and suspicious activities. Based on the results of the monitoring, the Company has the right to fully and/or partially restrict the player from using one or a group of payment methods and allow the use of other available payment channels.
9. The website, as and when it deems necessary, may modify limits of deposits/withdrawals.

7. WITHDRAWING

1. You may withdraw funds from your account by using any of the withdrawal methods available to you on the Website in the Withdrawal section.
2. Generally, the website will only transfer amounts to the same account from which the funds paid into your account came.
3. Withdrawal requests have minimum amount and currency restrictions, which are currently: **10 EUR for all other methods**. The minimum deposit amount

may be different for some payment methods. The website reserves the right to divide the amount into smaller amounts during withdrawal.

4. You acknowledge and agree that the exchange rates of all currencies are subject to change and the Company shall not be responsible for any changes in exchange rates.
5. If your account was funded using a payment method other than the one offered for withdrawal, we may reject such withdrawal request in favor of the original payment method.
6. In the withdrawal process, we reserve the right to withhold a commission of 15% of the deposit amount if there is no gaming activity on the account or it is considered insufficient.
7. The first withdrawal can only be granted after you have placed a bet on the website, but in any case, **not earlier than 3 (three) days after opening the account.**
8. If you attempt to withdraw funds without meeting the wagering requirements, a processing fee of 10–20% may be applied. Alternatively, the withdrawal may be restricted until the requirement is fulfilled.

8. CHARGEBACKS

1. Chargebacks take effect only after the prior consent of the site.
2. When a chargeback is requested, the Company will send a "Chargeback Notice" to the Client to the email address specified in the Client's details to verify the Customer's identity and the payment method used for the credit.
3. You should be aware that withdrawals using bank transfers may, in exceptional cases, be subject to additional fees from intermediary banks.

9. COLLUSION, CHEATING, FRAUD AND CRIMINAL ACTIVITY

1. The following actions are prohibited and constitute a material violation:
 - giving information to third parties;
 - using unfair advantage or influence (commonly known as cheating), including exploiting bugs, holes or errors in our software, using automated players (also known as "bots"); or the use of "mistakes";
 - engage in fraudulent activities on your behalf, including using a stolen, cloned or otherwise unauthorized credit or debit card as a source of funds;
 - participation in any criminal activity, including money laundering and any other activity with criminal consequences;
 - conspire or attempt to conspire and intend to engage, directly or indirectly, in

any scheme of collusion with any other player during any game you play or will play on the Website.

2. If The Company has a suspicion that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of the Terms, your access to the services may be terminated immediately and/or your account blocked.
3. The Website reserves the right to suspend or to delete any game where a bug caused unfair results, incorrect behavior of the Clients or the process in general, if the bug occurred before the stocks were acquired.
4. If You suspect a person is engaged in any prohibited practice, you shall as soon as reasonably practicably report it to us by e-mailing us or telephoning Customer Services.
5. The Company will take all reasonable steps to prevent collusion or any attempted collusion; identify them and the corresponding players; and arrive with the appropriate players accordingly.
6. The Company is not responsible for any loss or damage that you or any other player may suffer because of collusion, fraudulent or other illegal activities or fraud, and any action we take in this regard is at our sole discretion.

10. GENERAL PROHIBITIONS AND RESPONSIBILITIES

1. It is prohibited to use the Website for the following reasons:
 - for any unlawful purpose and violation any applicable local, state, national or international law;
 - to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
 - to submit any information about any person by which they may personally identified without their prior consent;
 - impersonate any individual or legal entity, falsely state or otherwise misrepresent your identity with an individual or legal entity;
 - to submit or link to content containing inappropriate and illegal material;
 - infringing the property rights of others, and you agree not to post any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
 - to transfer or attempt to transfer money between your account and other members/users of the Website;
 - engaging in unauthorized searching, scraping or collecting Content, contact or other personal information;

11. INACTIVE CUSTOMER ACCOUNTS

1. Inactive ("Sleeping") Client's account is a game account where for more than a year (12 months) there has been no:
 - the deposit was replenished in order to participate in gambling (successful deposit);
 - made bets in gambling;
 - withdrawal of funds.
2. The Company continues to service the Player's gaming (client) account for free as long as the Player actively uses the Company's gambling products.
3. In case of obtaining the status of an inactive client account of a player, an administrative fee for servicing an inactive account to cover administrative expenses in the amount of 10 EUR (per month will be deducted from the positive balance on the account.
4. The administrative fee is charged until the balance on the game account is zero; if the balance on the game account is zero, the administrative fee for account maintenance is not charged.
5. The player will be notified of the inactive status of his game account and the first withdrawal of the account maintenance fee using the contact information that was provided in the profile and confirmed.
6. The player at any time has the right to withdraw the balance on the account using available payment methods, if other points of these rules are observed.
7. A client of an inactive account can "activate" his account at any time by doing one of the following:
 - replenish the deposit in order to participate in gambling (successful deposit);
 - place a bet on participation in gambling;
 - withdrawal of funds.
8. The Company reserves the right to close an inactive account (terminate its maintenance and access to the account) after the account balance has dropped to zero and the account has remained inactive for 1 (one) year from the date of the first notification of the inactive account status.

12. EXCLUSION OF OUR LIABILITY

1. Your access to and use of the Services is solely at your option, discretion, and risk. We are not responsible for any attempt by you to use the Services by methods, means or means not provided by us.
2. We will provide services with reasonable skill and care, and generally in accordance with the terms and conditions of service.
3. We waive any responsibility for a client's losses connected with misunderstanding of principles and rules of operation of the Website.

4. We make no other promises or warranties about the Services or any products or services that are part of the Services, and we hereby exclude (to the extent permitted by law) all implied warranties with respect to them (including implied warranties of satisfactory quality and/or fitness for your goal). We do not guarantee that the Website will be continuously available or that it will be free of bugs, viruses, or other errors.
5. Company or its affiliates, or the directors, officers, employees, agents or representatives, or its affiliates are not liable to you or any third party for damages of any kind whether in contract, tort (including negligence) or otherwise, for any:
 - loss of data;
 - lost benefit;
 - loss of income;
 - loss of business opportunity;
 - loss or damage to business reputation or reputation;
 - business interruption; or
 - any indirect, special, or consequential damages or losses.
6. Information on the site is provided by the Company does not guarantee the accuracy of the materials provided in this document, directly or indirectly, for any specific purpose and expressly disclaims any warranties of merchant ability or fitness for a particular purpose.
7. The Company will not be liable for any loss or damage that may arise as a result of interception by third parties of any information provided to you through this website.
8. The Website may be offline for maintenance or for any other reason at any time and at the Company's sole discretion. In addition, use of the Website may be suspended temporarily, permanently, or indefinitely without any liability to the Company. The Company does not guarantee that You will be able to access the Website at any time and from any place. Without limiting the foregoing, the Company shall not be liable for information system failures due to technical reasons beyond the control of the Company.

13. FORCE MAJEURE / EVENTS OUTSIDE OUR CONTROL

1. Force Majeure refers to any occurrence or condition beyond one's reasonable control which leads to a delay or default in the performance of the affected party's contractual obligation and shall, for the purposes of the Company, include Acts of God (like fire, lightning, explosion, flood, severe weather), industrial disputes or lock-outs, government restrictions (including the denial or cancellation of any necessary license where such denial or cancellation is made

through no fault of the affected party), wars, outbreak of hostilities, riots, civil disturbances, insurrections, acts of terrorism, fire, explosions, floods, theft, malicious damage, strikes, lockouts, and/or any other cause beyond the reasonable control of the party whose performance is affected.

2. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms of Services that is caused by events outside our reasonable control (a “Force Majeure”).
3. Our operations are considered suspended for the duration of the Force Majeure event, and we will be granted an extension of time to operate during that period. We will use reasonable efforts to bring the Force Majeure to an end or to find a solution by which our obligations can be performed.

14. INTELLECTUAL PROPERTY RIGHTS

1. The Company website is protected by intellectual property laws. Except as expressly provided herein, you may not modify, reproduce, distribute, or use for commercial purposes any materials, including text, graphics, video, audio, software code, user interface design, without the prior written permission of The Company or logos from this or any other company.
2. All website design, text, graphics, music, sound, photographs, video, their selection and arrangement, software compilations, underlying source code, software and all other materials that are part of the Services are subject to copyright and other proprietary rights owned by us or used under license from third-party rights holders.
3. The materials on the Website may only be downloaded onto one personal computer and may only be printed out for personal and non-commercial use.
4. In no event does your use of the Services grant you any intellectual property rights (such as copyrights, know-how or trademarks) owned by us or any third party, other than a personal, non-exclusive, non-sublicensable license to use of such intellectual property rights in connection with your personal non-commercial use of the Services in accordance with the Terms of Services.
5. The trade names, trademarks, logos, and/or other materials posted on the Website cannot be used or reproduced under any circumstances.

15. THIRD PARTY CONTENT

1. Website can include general news and information, comments, interactive tools, quotes, research reports, and data regarding foreign exchange markets, other financial markets, and other items.
2. Some of this content may be provided by companies that are not affiliated with The Company (“Third Party Content”).

3. Posting on website that do not belong to The Company, rely solely on information on topics that may be related to the Website, but the Company does not control such sites, except for the Company.
4. If you choose to link to a website not controlled by the Company, the Company makes no express or implied warranties of the content of such website, including its accuracy, completeness, reliability, or fitness for any particular purpose, nor does the Company warrant that such the site or content is free from any claims of copyright, trademark or other infringement of third party rights, or that such site or content is free of viruses or other contaminants. The Company does not guarantee the authenticity of documents on the Internet.

16. COMPLAINT HANDLING AND APPLICABLE LAW

1. If you have any complaints regarding activity on the website, you may contact our client support team support@hertzbetz.com.
2. The Company will use best efforts to resolve a reported matter promptly.
3. Applicable law is Curacao
4. In case of any claims and disputes from Users' side and people representing their parties, the company's liabilities are limited by the size of bets or its possible winnings.

17. REFUND POLICY

If you believe that a payment was made in error or you would like to request a refund, you must submit a written refund request within **14 (fourteen) calendar days** from the date of the disputed transaction.

To initiate a refund request, please contact our customer support at support@hertzbetz.com with the following information:

- Full name and registered email address
- Username or account number
- Date and amount of the transaction in question
- Reason for the refund request
- Any supporting documentation (e.g. proof of payment)

All refund requests will be reviewed **within 48 hours** after all required information and documentation has been fully provided. We may request additional identity verification documents (e.g. government-issued ID, proof of payment method).

If the request is approved, the refund will be processed within **5 to 10 business days** via the same payment method used for the original transaction, unless otherwise agreed.

Refunds are not guaranteed and are granted solely at the Company's discretion and only for **unused funds** not associated with gameplay, bonuses, or promotions.

The Company reserves the right to reject any refund request that does not meet the conditions outlined above.