

Terms of Service

1. SBX.com

- 1.1 SBX.com (the "**Site**") is owned and operated by Coup de Grace SRL ("**SBX**", "**we**" or "**us**"), a company with its registered office located in the Republic of Costa Rica at Province 01 San Jose, Canton 15 Montes De Oca, San Pedro, Los Yoses, Avenues Eight and Ten, Street Thirty-nine, Second Office on the right hand, Ly Center. SBX is licensed and regulated by a remote gambling licence issued by the Tobique Gaming Commission in accordance with the Gaming Act.
- 1.2 By registering with the Site, you enter into a contract with us and agree to be bound by:
 - (a) these Terms of Services ("**Terms**");
 - (b) our Privacy Policy;
 - (c) our betting and/or gaming specific rules; and
 - (d) all other policies published on our Site from time to time, all of which are incorporated into these Terms by reference including without limitation our Bonus and Promotions Policy, Payments Policy, AML and KYC Policy and Responsible Gaming Policy. By registering with us and using the Site, you are deemed to have accepted and understood all of our Terms.

2. General Provisions

- 2.1 These Terms constitute a legally binding agreement between you ("**User**") and SBX governing your use of the Site and associated products and services (collectively, the "**Services**"). By accessing or using the Site or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. You agree that each time you stake with us, you enter into a separate contract with us which incorporates these Terms. If you do not agree to these Terms, you must immediately cease all use of the Site and Services.
- 2.2 These Terms come into force as soon as the User completes the registration process, which includes checking the box accepting these Terms and successfully creating an

account. By accessing or using any part of the Site following account registration, you agree to these Terms applying to all access and use of the Site.

- 2.3 SBX reserves the right to amend, modify, or update these Terms at any time at its sole discretion. We will employ reasonable efforts to notify Users of material changes to the Terms, such as through email and notifications upon login. Notwithstanding such efforts, it remains the User's responsibility to regularly review these Terms for any changes. Your continued use of the Site or Services following any amendments will constitute your acceptance of and agreement to be bound by such changes. If you do not agree with any modifications to these Terms, you must discontinue use of the Services immediately.
- 2.4 These Terms may be published in multiple languages. In the event of any discrepancy or inconsistency between the English language version and any other language version of these Terms, the English language version will prevail and be controlling.
- 2.5. Any games or sports betting markets and bonuses and promotions offered on the Site as part of the Services may be subject to additional, specific rules. Users are advised to consult such rules when participating in relevant activities. In the event of any conflict between these Terms and any game, market or bonus/promotion-specific rules, the more specific rules will prevail.

3. SBX Account Registration

- 3.1. To participate in gaming activities via the Site, Users must create and register an account in their name and for their sole use only ("**SBX Account**"). The registration process requires the Users to provide their name, date of birth, a valid email address, physical address and to select a username. Users are obligated to provide all information noted as mandatory in the registration process. Anonymous, proxy and nominee accounts are not permitted. The User bears sole responsibility for ensuring the accuracy, completeness, and veracity of all provided information. SBX reserves the right to reject any username deemed offensive or inappropriate at its sole discretion.
- 3.2. Registration for an SBX Account is prohibited if the User:
 - (a) is under 18 years of age or below the legal age of majority for gambling in their jurisdiction of residence;

- (b) is residing in, attempting to access or accessing the Services from a jurisdiction where gambling or use of the Services is prohibited by law. Users are solely responsible for ensuring their use of the Services complies with applicable laws in their location;
- (c) provides false or misleading information or attempts to register through or on behalf of a third party.

Attempts or activities designed to circumvent the above prohibitions may be reported to relevant authorities, including the Tobique Gaming Commission.

- 3.3. Users are prohibited from selling, transferring, or acquiring SBX Accounts to or from any other person, and from opening SBX Accounts for use by any third party. This prohibition includes the transfer of any assets of value of any kind, such as however not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial, or otherwise. The prohibition on said transfers also includes, however is not limited to, the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, foundation and/or association in any way shape or form.
- 3.4 Users bear full and sole responsibility for maintaining the security of their SBX Account and other sensitive information, including OTP codes, cryptocurrency wallets and associated private keys. SBX will not be liable for any loss or damage arising from unauthorized access to or misuse of a User's SBX Account by third parties, whether such access or misuse results from intentional, accidental, active, or passive disclosure of information to any third party by the User.
- 3.5 The availability of the Services does not constitute an offer, solicitation or invitation by us for the use of our Services in any jurisdiction in which such use is prohibited by law. If the User's use of our Services is in breach of any local, national, federal, provincial, state or other law that applies, SBX will not be liable to the User for any consequences of such use. The User must ensure that they are complying with the law in the jurisdiction in which they are using the Site or any Service and as a User you are responsible for researching and understanding the laws applicable in your locality or country.
- 3.6. Users are permitted to maintain only one SBX Account. Any attempt to open multiple SBX Accounts may result in all accounts being blocked, suspended, or closed. Any

funds credited to these accounts may be frozen and potentially forfeited. Users who inadvertently create multiple SBX Accounts must notify SBX immediately via email at support@SBX.com.

- 3.7 Users are obligated to promptly inform SBX of any errors or incorrect information relating to their SBX Account upon discovery. Such notifications must be made via email to support@SBX.com as soon as practicable.

4. Know-Your-Customer ("KYC") Procedures

- 4.1 Every User warrants that the information provided in the registration process is true, up to date and correct.
- 4.2 SBX reserves the right, at its sole discretion and at any time, to request KYC documentation from Users. Such requests may be made for the purposes of verifying a User's identity, location, age, or for any other purpose deemed necessary by SBX. SBX further reserves the right to restrict or suspend a User's access to any or all Services, including the ability to make payments or withdrawals, until such time as the User's identity has been verified to SBX's satisfaction.
- 4.3 Users acknowledge and consent that SBX may, as appropriate and in accordance with its AML and KYC Policy and Privacy Policy, disclose User information to third parties in order to verify KYC information, comply with any legal process or as otherwise permitted under our Privacy Policy. By utilizing any Service, Users expressly acknowledge and consent to the possibility of such disclosure. Users are directed to refer to SBX's AML and KYC Policy for additional information regarding these procedures.

5. Conditions of Use

5.1 Representations and warranties

As a condition precedent to and continuing condition of your use of the Services, you represent, warrant, covenant, and agree that:

- (a) you have attained the greater of
 - (i) 18 years of age; or
 - (ii) the legal age of majority as determined by the laws applicable to your use of the Site and the Services;

- (b) you possess full legal capacity to enter into a binding agreement (including these Terms) with SBX and are not subject to any form of limited legal capacity;
- (c) your use of the Services is undertaken at your sole option, discretion, and risk;
- (d) you are fully cognizant of the risk of financial loss when using the Site and the Services, and you acknowledge that SBX bears no responsibility to you for any such loss;
- (e) you accept and acknowledge that funds in your SBX Account are consumed instantaneously when participating in games, and that SBX does not provide refunds;
- (f) you recognize and accept that the market value of cryptocurrencies can fluctuate dramatically;
- (g) you have not been diagnosed with, or classified as, and you do not consider yourself as, having a gambling addiction or being a compulsive or problem gambler or at high risk of gambling harm;
- (h) you are not currently subject to self-exclusion from any gaming or gambling site or premises, and you agree to inform SBX immediately should you enter into a self-exclusion agreement with any gambling provider;
- (i) you are accessing the Site from a jurisdiction where it is legal to do so, and you will not use the Services while located in any jurisdiction that prohibits online betting, casino gaming, live gaming, or which otherwise restricts access to or use of the Services;
- (j) all information you provide to SBX including KYC information is true, correct, and complete, and you agree to notify SBX immediately of any changes to such information;
- (k) your participation in our Services (including games and sports betting) is strictly in your personal, non-professional capacity and solely for recreational and entertainment purposes;
- (l) you participate in our Services (including games and sports betting) and operate all activity on your SBX Account solely on your own behalf and not on behalf of or at the direction of any other person or entity;

- (m) you will not use or access the Site or Services for any purpose that is illegal under any law applicable to you or prohibited by or in breach of these Terms;
- (n) you will not collude with or assist, or attempt to collude with or assist, any third parties, or employ any device, robot, spider, algorithm, software, routine or other method (or anything of a similar nature), with the intent to defraud or manipulate SBX or interfere with the proper functioning and operational performance of the Site or the Services;
- (o) you will not use the Site or Services in any manner which interferes or may interfere with the rights of other users, or attempt to gain an unfair advantage over other users, whether such actions are explicitly prohibited by the applicable rules or not;
- (p) in relation to your use of the Site and Services, any interaction with our staff or other user, you will not act in any way or disseminate any information which is unlawful, harassing, abusive, threatening, libelous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, including without limitation in connection with any username or live chat facility we make available;
- (q) in relation to deposits and withdrawals of funds into and from your SBX Account (including cryptocurrencies and any other currencies that may be used from time to time), you will only use funds which have been legally obtained and to which you have rightful ownership. You will not use privacy coins or any funds which you are aware of suspect originate from criminal or other illegal or unauthorized activities;
- (r) you acknowledge that SBX may implement measures to detect and prevent unauthorized or illegal activity. Such measures may include, but are not limited to, examination of your device properties, geolocation, detection of IP masking, and blockchain transaction analysis;
- (s) you agree to report any suspicious activity and potential errors relating to any of the games or markets on the Site immediately to SBX by email at support@SBX.com;

- (t) you acknowledge that SBX may suspend, block or close your SBX Account and withhold funds if deemed necessary to assist in the prevention of money laundering or other illegal activity or to ensure compliance with SBX's regulatory obligations;
- (u) you accept full and sole responsibility for obtaining independent financial, accounting and tax advice, and for recording, reporting, paying and accounting to any relevant governmental or taxation authority for any tax or other levy that may be payable on any winnings or other sums received from using the Services;
- (v) you commit to maintaining the confidentiality of your username, any OTP code and cryptocurrency wallet private keys, and to taking appropriate measures to prevent unauthorized access or use;
- (w) you agree to immediately to notify SBX if you suspect your username or SBX Account has been compromised in any way;
- (x) you agree not to open more than one SBX Account;
- (y) you acknowledge that SBX may modify or withdraw any of the Services or cease operating the Site at any time without prior notice to you and with no liability;
- (z) you acknowledge that SBX is not liable for any outages, disruptions, slowness, capacity constraints or other deficiencies affecting the telecommunications networks or internet services required for you to access and use the Services;
- (aa) you agree that you will not upload information or files to the Site in a manner that may cause the Site to malfunction or adversely affect the functionality of the Site and that you will not spread viruses and other malicious programs.

5.2 Account Suspension and Closure

- (a) SBX reserves the right to close or suspend your SBX Account in the event of:
 - (i) any breach, whether in whole or in part, of any provision contained within these Terms;
 - (ii) SBX's determination, acting reasonably, that there is a likelihood of any such breach having occurred or being likely to occur;

- (iii) a request from law enforcement agencies, regulatory or administrative authorities, or courts of competent jurisdiction;
 - (iv) SBX's inability to verify KYC information provided by you.
- (b) The rights reserved in Section 5.2(a) are without prejudice to any other rights or remedies available to SBX under these Terms or applicable law.
- (c) In exercising its rights under this section, SBX may take such action as it deems appropriate, including as set out in Section 13.1.

6. Disclaimer of Warranties and Limitation of Liability

6.1 Provision of Services "As Is"

- (a) The Site and Services are provided to you on an "as is" basis. SBX hereby disclaims any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. SBX excludes all implied terms, representations, conditions and warranties (including any of merchantability, merchantable quality, satisfactory quality and fitness for any particular purpose, non-infringement, completeness or accuracy).
- (b) Without limiting the generality of Section 6.1(a), SBX makes no warranty or representation that:
 - (i) the Site is or will be free from errors, bugs, or other defects in its functioning, or that any defects will be corrected;
 - (ii) access to the Site and Services is or will be continuous, uninterrupted, timely, or secure;
 - (iii) the information made available via, contained on, or used by the Site, including data feeds and pricing used for sports betting, is or will be accurate, reliable, complete, or current;
 - (iv) the Site will be free from viruses or other harmful material.
- (c) You agree that the decision whether to use the Site or Services or not, lies entirely with you, and you decide this solely at your own choice, discretion, and at your own risk.

- (d) Users acknowledge that information made available via, contained on, or used by the Site may be inaccurate, incomplete, or otherwise unreliable for various reasons, including but not limited to software bugs, data feed interruptions, platform or server downtime, third party errors, mistakes, misprints or other issues. Users further acknowledge that such inaccuracies or unreliability may cause losses by affecting the functioning of the Services or the resolution of markets and that SBX has no liability for such losses.
- (e) In the event of any significant or substantial disruption to the Site or Services that causes pending wagers to be cancelled, stakes for affected wagers will be refunded to affected Users in an equitable way.

6.2 Beta Features

- (a) SBX may, from time to time, introduce new games and other features on the Site in beta testing forms ("**Beta Features**").
- (b) Users who choose to use Beta Features do so with the understanding that:
 - (i) such features may be particularly unstable and prone to errors, bugs, and other defects in functioning;
 - (ii) SBX will not be liable for any losses sustained as a result of using Beta Features.
- (c) SBX reserves the right to suspend, discontinue, or modify Beta Features at any time without prior notice.
- (d) Any winnings credited to a User's SBX Account which relate to any technical or human error involving a Beta Feature may be deducted at SBX's sole discretion.

6.3 No consequential loss

Without limiting anything else in these Terms, under no circumstances, including negligence, will SBX be liable for any claims, proceedings, strict liability, statutory liability, torts, costs, losses or special, incidental, direct, indirect or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or misuse of the Services even if SBX had prior knowledge of the possibility of such damage.

6.4 Limitation of liability

The limitations of liability in these Terms shall apply to the fullest extent permitted under applicable laws.

7. Prohibited Uses

7.1 Illicit Activities

The use of the Site or any of the Services for any form of illicit activity is strictly prohibited. This prohibition includes, but is not limited to:

- (a) money laundering;
- (b) terrorist financing;
- (c) trade sanctions violations.

7.2 Sanctioned Individuals and Entities

- (a) The Site and the Services are not offered to anyone subject to United States sanctions, European Union sanctions and any other global sanctions or watchlists.
- (b) By using the Site and the Services, you represent and warrant that you are not subject to such sanctions.

7.3 Restricted Jurisdictions

- (a) As at the date of issue of these Terms, access to the Site and use of the Services (including without limitation, opening or attempting to open an SBX Account) is prohibited for persons located or resident in the following jurisdictions ("**Restricted Jurisdictions**"):

Persons located in or residing in Afghanistan, American Samoa, Anguilla, Antarctica, Australia, Belarus, British Virgin Islands, Cayman Islands, Cocos, Christmas Islands, Colombia, Congo, Central African Republic, China, Cuba, Curacao, Cyprus, Cote d'Ivoire, Democratic Republic of the Congo, Eswatini, France, Germany, Gibraltar, Grenada, Guam, Guernsey, Haiti, Iran, Iraq, Isle of Man, Israel, Jersey, Liberia, Libya, Monserrat, Myanmar, New Brunswick, Netherlands, Norfolk Island, North Korea, Northern Mariana Islands, Ontario,

Pitcairn, Portugal, Puerto Rico, Republic of Kosovo, Russia, South Georgia and the South Sandwich Islands, Somalia, South Sudan, Spain, Sudan, Swaziland, Switzerland, Syrian Arab Republic, Ukraine, United Kingdom, United States, Venezuela, Yemen and Zimbabwe.

- (b) The restrictions outlined in Section 7.3 apply equally to:
 - (i) residents and citizens of other jurisdictions while they are located in a Restricted Jurisdiction;
 - (ii) persons accessing the Services from a Restricted Jurisdiction.

7.4 Misrepresentation of Location

Any attempt to conceal your true location through the use of a VPN, proxy, or similar service, or through the provision of incorrect or misleading information about your place of residence or location including in response to KYC requests, will constitute a breach of these Terms.

8. Deposits

8.1 Sufficient Funds Requirement

Participation in any Service is contingent upon the User having sufficient funds in their SBX Account for such participation.

8.2 Source of Funds

Users are prohibited from depositing funds which originate, or which the User reasonably suspects originate, from criminal or other unauthorized activities.

8.3 Deposit Methods

- (a) To deposit funds into an SBX Account, Users may:
 - (i) transfer funds from a cryptocurrency wallet under their control; or
 - (ii) utilize any of the other payment methods that may be available from time to time on the Site.
- (b) Deposits may only be made with funds owned and controlled by the User.

- (c) Deposits may only be made with acceptable cryptocurrencies accepted and supported by the Site. If you make a deposit into your account using a cryptocurrency not accepted or supported by the Site, that is at your own risk and we reserve the right for every such deposit to, at our discretion:
 - (i) reject or refund the deposit;
 - (ii) convert the value of the deposit into non-withdrawable playing credit or limited amount of free tokens on your account; or
 - (iii) convert the value of the deposit into a supported cryptocurrency on your account.

8.4 Deposit Delays

SBX assumes no responsibility for any delays to deposits which may arise from or be associated with:

- (a) Blockchain transaction times;
- (b) the use of particular payment methods; or
- (c) any delays caused by any third party.

8.5 Additional Verification

SBX reserves the right to employ additional procedures and means to verify a User's identity when processing deposits into an SBX Account.

8.6 Additional Fees

- (a) Users are hereby notified that the use of some payment methods offered on the Site from time to time may involve additional fees. Users are encouraged to review the Payments Policy and any specific terms on the deposit page of the Site.
- (b) Users' banks or payment service providers may charge additional fees for making transfers or converting currencies, with such charges being outside SBX's knowledge and control.

8.7 Right of Refusal

SBX reserves the right to refuse to credit any deposits at its own discretion.

8.8 Blocked or Suspended Accounts

- (a) If a User's SBX Account has been blocked or suspended, the User must refrain from attempting to deposit funds into it.
- (b) Should a User attempt to deposit funds when their SBX Account is blocked or suspended:
 - (i) the User acknowledges and accepts the risk that such deposited funds may be permanently lost; and
 - (ii) if those deposited funds are not lost, SBX may not be able to return them.

8.9 Treatment of deposits

SBX is not a financial institution, and funds deposited to your account are not insured by any government agency, or otherwise protected by a deposit security scheme, nor will they bear interest. Deposits, once made, may be required to be turned over on Services in accordance with these Terms, or any specific rules set by SBX applying to the User, bonuses or promotions, or game or betting rules.

9. Withdrawals

9.1 Cryptocurrency Withdrawals

Cryptocurrency withdrawals will be made to the User's stated cryptocurrency wallet address upon submission of a valid withdrawal request and subject to any KYC checks.

9.2 Withdrawal Restrictions

SBX reserves the right to restrict withdrawals if SBX has reasonable grounds to consider that suspicious, unauthorised or illegal activity has occurred in relation to a User's SBX Account.

9.3 Erroneous Credits

- (a) In the event that SBX mistakenly credits a User's SBX Account with winnings or any other sums that do not belong to the User, whether as a result of a technical error, human error, or otherwise:
 - (i) such sums shall remain the property of SBX at all times;
 - (ii) such sums shall be liable to be deducted from the User's SBX Account or otherwise recovered from the User until repaid in full.
- (b) If a User withdraws funds that do not belong to them before SBX becomes aware of such an error or is able to correct the error, those amounts credited to the User's SBX Account in error shall (without prejudice to other remedies and actions that may be available at law) constitute a debt owed by the User to SBX.
- (c) Users are obliged to notify SBX immediately by email at support@SBX.com upon becoming aware of any errors relating to mistaken or unknown credits to or withdrawals from their SBX Account.

9.4 Closed, Locked, Blocked, or Excluded Accounts

If a User's SBX Account has been closed, locked, blocked or excluded and the User wishes to recover funds held in it:

- (a) the User should contact SBX customer support at support@SBX.com;
- (b) SBX reserves the right to refuse to reopen or unlock the SBX Account or to allow withdrawals from it if SBX suspects that the User is in breach of these Terms or if SBX deems it necessary to do so for other reasons;
- (c) SBX may carry out additional KYC verification procedures and other checks prior to permitting any withdrawal.

9.5 Timing for withdrawals

Subject to any investigations or holds referred to under sections 9.1 to 9.4, withdrawals will typically be processed no later than 5 working days.

10. Bonuses and Promotions

10.1 Bonus Offerings and Promotions

- (a) SBX may, at its discretion, offer Users various bonuses and rewards ("**Bonuses**"). These may include, but are not limited to:
 - (i) free spins;
 - (ii) cashback;
 - (iii) free bets; and
 - (iv) extra funds to play games with.
- (b) All promotions, bonuses, or special offers are subject to the Bonus and Promotions Policy, and express terms of any bonus offered on the Site and promotion-specific terms and conditions, if applicable, and any bonus credited to your account must be used in adherence with such terms and conditions.
- (c) By accepting a Bonus available on the Site or participating in a Promotion, you consent to the terms and conditions of such Bonus and Promotion and acknowledge that wagers must always be placed with cash balances before bonus balances can be used to wager. We reserve the right to withdraw any Bonus or Promotion at any time.

10.2 Rollover and turnover

- (a) A bonus rollover defines the multiplier in which the sum of your deposit and bonus will need to be turned over before you are able to make a withdrawal. Our turnover requirement is 4% edge unless otherwise specified in specific terms and conditions.
- (b) As an example, at a 4% edge, if a User plays a 1% edged game, it will complete at a 4x slower rate and the turnover requirement would be accumulating at a ratio of \$0.25 for every \$1 wagered. The higher the house edge of the game being played, the less turnover required to complete the wager requirement.
- (c) While having a turnover requirement active, the User's chosen currency will be locked until they meet the turnover requirement set in the specific currency, or

alternatively they use up their entire balance (in their relative bonus currency) and have no remaining active bets.

10.3 Removal of Bonuses

SBX reserves the right to remove any Bonus or Promotion from:

- (a) dormant accounts; and
- (b) accounts that SBX determines, at its sole discretion, to be intentionally exploiting a Bonus or Promotion in bad faith.

10.4 Bonus Expiration and Cancellation

- (a) SBX reserves the right to cancel all Bonuses that have not been claimed within the lesser period of:
 - (i) any applicable claiming period specified in the Bonus terms and conditions; or
 - (ii) 30 days from the date of offer.
- (b) Notwithstanding Section 10.4(a), SBX reserves the right to cancel any Bonus at its sole discretion at any time.
- (c) In the event that SBX believes a User is abusing or attempting to abuse a bonus or other promotion through any means, then SBX may, at its sole discretion, deny, withhold, or withdraw from any User any bonus or promotion, or terminate that User's access to the Services, and/or suspend or close that User's account, either temporarily or permanently.

11. Sports Betting

11.1 Betting Markets

- (a) SBX may offer various sports betting markets ("**Markets**") from time to time, including but not limited to:
 - (i) pre-match Markets;
 - (ii) in-play Markets;

- (iii) single bets; and
 - (iv) multi bets.
- (b) The availability of specific sports, events, or matches for betting is subject to change without prior notice.

11.2 Third Party Content

- (a) Information related to sports scores and analytics ("**Third Party Content**") for Markets will be provided by third party providers.
- (b) SBX is not responsible for, does not endorse and makes no representations or warranties concerning, any Third Party Content made available on the Site.
- (c) Users rely upon such Third Party Content at their own risk.

11.3 Market Rules

- (a) Third party providers may provide specific rules for resolution of Markets.
- (b) Users are advised to refer to these specific rules when participating in relevant Markets.

11.4 Market Settlement

- (a) Markets will only be settled:
 - (i) following official confirmation of the outcome; or
 - (ii) at SBX's sole discretion.
- (b) If the outcome of a Market cannot be verified officially, SBX reserves the right to void it.
- (c) If coverage of a match is abandoned or interrupted but the match proceeds normally, the relevant Markets will be settled according to the relevant results as officially reported.

11.5 Market Voiding and Settlement

- (a) SBX reserves the right to void any relevant Market if a match deviates significantly from the generally accepted format or rules.

- (b) If a match is not completed or not played (e.g., through disqualification, interruption, withdrawal, changes in draws, etc.):
 - (i) all undecided Markets will be void;
 - (ii) however, if the outcome of the Market has already been determined, then the Market will be settled accordingly.
- (c) If the outcome of a Market was already known or decided before the placing of a bet:
 - (i) the bet will be void.
 - (ii) any winnings may be withheld or deducted.
 - (iii) wager amounts will be returned.
- (d) Betting may be voided in the case of any incorrectly displayed or calculated prices, regardless of whether the error is obvious or not.

11.6 Postponed, Cancelled, or Abandoned Matches

- (a) Bets are void on postponed, cancelled, or abandoned Matches. If a match is abandoned before full time has been played, bets on the match outcome will be refunded unless an official result is declared. Bets on all markets, which have been unconditionally determined, will stand.
- (b) Matches which have their start date altered well in advance to accommodate live TV, or to ease fixture congestion will not be classed as postponed.
- (c) An abandonment is where a match is halted before the completion of the allocated match time and not played out to conclusion on the same day.
- (d) Markets which have already been determined at the time of abandonment, such as 'First Team to Score', will stand.

11.7 Market Settlement Corrections

If a Market is incorrectly settled, SBX reserves the right to correct it at any time and make appropriate adjustments within accounts without notice to the User.

11.8 Prop Bets Terminology

For prop bets, the following terminology applies:

- (a) "Player must play": applies to all pre-match player prop markets across NBA, NHL, NFL, CBB, and CFB and all in-play player prop markets across MLB, NBA and NFL.
- (b) "Player must start": all pre-match MLB player prop markets (pitcher and batter markets) are "Player must start". Bench player markets are not available for pre-match betting. NHL goalie markets are "Goalie Must Start".

11.9 Prop Bets Rules

The following rules apply to prop bets:

- (a) SBX reserves the right to void bets placed on known outcomes or known results;
- (b) settlements are sourced from the official league data in the box scores: nfl.com, nba.com, mlb.com, and nhl.com;
- (c) bets are void on postponed, cancelled, or abandoned matches.

11.10 Cash Out Feature

- (a) "Cash Out" is a feature that offers the customer the opportunity to take a return on a bet placed before the bet has reached its conclusion.
- (b) To Cash Out (where available):
 - (i) click on the Cash Out button next to your bet;
 - (ii) the Cash Out amount will then be credited to your account.
- (c) Once you have chosen to Cash Out, your bet will be deemed concluded and will be unaffected by the final outcome of the relevant event.
- (d) The following also applies to the Cash Out feature:
 - (i) Cash Out will not be available on certain Markets and events;
 - (ii) a time delay is applied on every Cash Out;

- (iii) Cash Out will not be available if the event and/or Market you have placed a bet on is suspended;
- (iv) a Cash Out attempt may not be successful if a Market or event is suspended or odds change during the time delay period applied after Cash Out is attempted;
- (v) where Cash Out is available on a pre-match event, if we do not cover the event live then Cash Out will be unavailable once the event starts;
- (vi) your Cash Out value will differ depending on how your selection is performing and may be higher or lower than your original stake;
- (vii) SBX reserves the right to reverse the settlement of a Cash Out on any bet that has been settled in error;
- (viii) SBX will not be responsible if Cash Out is unavailable because of technical issues. Any bets will be settled as normal based on the final result;
- (ix) SBX reserves the right to remove a customer's ability to use the Cash Out feature, or to nullify any use of such feature, in the event of misuse or any other breaches of these Terms.

11.11 Maximum Win Limit

- (a) A "Maximum Win Limit" will apply to all accounts using the Site.
- (b) The Maximum Win Limit is the maximum total amount that SBX will credit to an individual User's SBX Account in relation to any and all bets placed on events, selections or Markets in a 24 hour period, even if the total win amount is higher.
- (c) The Maximum Win Limit per 24 hour period is equal to US\$250,000, or its equivalent in the currencies in which the relevant bets are placed, calculated at the time each applicable game or Market is settled.
- (d) If a customer attempts to circumvent any Maximum Win Limits, whether through the use of multiple SBX Accounts or through other means, it will constitute a breach of these Terms. In those circumstances, SBX may take such action as it sees fit, including cancelling the relevant bets or adjusting or withholding winnings.

- (e) For the avoidance of doubt, the Maximum Win Limit does not impact SBX's discretion not to accept a bet or to limit the size of the stake it is willing to accept for a bet, nor does it impact SBX's ability to rely on and enforce these Terms or any other applicable terms. Users acknowledge that the Services may allow them to notionally win more than the Maximum Win Limit but the Maximum Win Limit overrides this.

11.12 Maximum Withdrawal Limit

The maximum amount that a User can withdraw from their SBX Account (subject to those funds being available for withdrawal):

- (a) in a day (24 hour period) is equal to US\$20,000;
- (b) in a week (7 day period) is equal to US\$140,000.
- (c) However, SBX reserves the right, at its sole discretion, to reduce the daily withdrawal limit to as low as US \$5,000 in any 24-hour period, including (but not limited to) situations involving security concerns, platform risk exposure, abnormal winnings, or suspected abuse of the system.

12. Transactions

- (a) All bets are accepted strictly through the use of the software on the Site and as authorized by us. You must not use any modified third party software which provides you with an advantage over other users when placing bets, including any automated gaming processes such as bots and auto-clicks.
- (b) You are responsible for all activity on your SBX Account, including any actions in placing bets. Any unintended actions or errors you make in bet choice, bet size, game choice, game continuation and any other failures are based on your actions for which you are entirely responsible, as well as all other game and betting actions and decisions. You are unable to dispute the validity of these actions. You also acknowledge that random number generators may determine the result of certain bets on the Site, and you accept the use of that technology and results.
- (c) We may at any time refuse to perform any transaction you have requested through the Site (in whole or in part) if we reasonably consider that you have breached these Terms. We are not obliged to accept any bet or wager from you (even if offered on the Site) and no bet or other request is considered accepted and valid until you receive confirmation from us of the acceptance. All accepted transactions on your SBX Account will be available for viewing within your Account. If you have not received confirmation that your transaction was accepted you should contact our support team.

- (d) In the event of any failure in the system and/or errors in our Site or any Services regardless of how it was caused, which results in winnings or an increase of winnings that you would not normally be entitled to without the error, any excess winnings, Bonuses or other rewards will be removed from your SBX Account and we have no liability for such error.
- (e) In the event of any discrepancy between your game or bet results on your device and the results on our server, the results on our server are deemed correct.
- (f) In the event of a discrepancy between the information displayed on your device screen and your SBX Account balance on our system, the balance available on our server is considered the correct balance on the account.
- (g) Our Site also offers communication between users which are subject to these Terms and chat rules. Any mass mailing of information or "spam" is strictly prohibited. Users and our own staff are not permitted to use an offensive or aggressive manner of communication, obscene language, threats or humiliation, or violence against anyone else on the Site or other attempt to compromise other users. We may temporarily or permanently block a User's account if we suspect they are in breach of this obligation, and Users found to be in breach may be banned from the Site and reported to appropriate authorities where appropriate. Any User who considers this obligation is being breached should report it to support@sbx.com.
- (h) Without limiting any other provisions of these Terms, we will not be responsible for any damages or losses deemed to have result from or caused by the Site or Services or Site Content including without limitation delays or interruptions in operation or transmission, loss or corruption of data, communication or line failure, server disruption or lagging downtime, any person's misuse of the Site, Services or our Site Content, any errors, omissions or misprints of Site Content, errors in gaming software, pay tables, random number generation systems, bet settlement or resulting or other element of the Services, and human or technical errors that give rise to pricing errors. In those instances we reserve the right to deem bets that have been affected by the issue, void.

13. Breach

13.1 SBX's Rights in Case of Breach

Without prejudice to any other rights, if a User breaches in whole or in part any provision contained in these Terms, SBX reserves the right to take such action as it sees fit, including but not limited to:

- (a) closing or suspending the User's SBX Account;
- (b) deducting funds from the User's SBX Account which were obtained in breach of these Terms or as compensation for loss or damage caused by SBX by the User;
- (c) terminating the relationship with the User under these Terms or any other agreement;
- (d) reporting the User's conduct to relevant authorities; and/or
- (e) taking legal action against the User.

13.2 User Indemnification

The User hereby agrees to fully indemnify, defend, and hold harmless SBX and its shareholders, directors, employees, and agents from and against all costs, expenses, losses, damages, claims, demands and liabilities (including legal fees and any other charges) that may be incurred or suffered by SBX or its shareholders, directors, employees, and agents, arising in any way from:

- (a) any breach by the User of any part of these Terms;
- (b) any violation by the User of any law or any third-party rights; or
- (c) the User's use of the Services.

14. Intellectual Property

14.1 Ownership of Rights

SBX and its licensors are the sole holders of all rights in and to the Site, Services and related code, structure and organization, including but not limited to trade marks, copyright, trade secrets and other rights.

14.2 Prohibited Actions

- (a) Users must not, within the limits prescribed by applicable laws:
 - (i) copy, distribute, publish, reverse engineer, decompile, disassemble, modify, or translate the Site or any component of it; or
 - (ii) use any Service in a manner prohibited by applicable laws or regulations.
- (b) Each of the above is an "Unauthorized Use".

14.3 Reservation of Rights

- (a) SBX reserves any and all rights implied or otherwise, which are not expressly granted to Users hereunder.
- (b) SBX retains all rights, title and interest in and to the Site and the Services.

14.4 User Liability for Unauthorized Use

- (a) Users agree that they will be solely liable for any damage, costs or expenses arising out of or in connection with the commission of any Unauthorized Use by them.
- (b) Users agree to notify SBX immediately upon becoming aware of the commission of any Unauthorised Use by any person.
- (c) Users agree to provide SBX with reasonable assistance with any investigations it conducts in light of the information provided by Users in respect of any Unauthorized Use.

14.5 Trademarks and Site Contents

- (a) The term "SBX", its domain names and any other trademarks and service marks used by SBX as part of the Site and Services (the "**Trademarks**"), are solely owned or licensed by SBX.
- (b) All content on the Site, including, but not limited to, images, pictures, graphics, photographs, animations, videos, music, audio and text (the "**Site Contents**") belongs or is licensed to SBX and is protected by copyright and/or other intellectual property or other rights.

- (c) Users hereby acknowledge that by using the Site and Services, they obtain no rights in the Site Contents and/or the Trademarks, or any part thereof.
- (d) Under no circumstances may Users use the Site Contents and/or the Trademarks without SBX's prior written consent.
- (e) Users agree not to do anything that would, or would be reasonably likely to, harm or potentially harm SBX's rights, including SBX's intellectual property rights.

14.6 Security of Site

Users agree not to hack, attempt to hack and/or gain access to, or otherwise circumvent the security system of the Site. Suspicion of such activity will be considered a suspected breach of these Terms and may result in the User being blocked and reported to relevant authorities. It is prohibited to interfere with or distort, delete, or otherwise change, and/or modify any information and/or program code contained on the Site or within the Services.

15. Affiliates Program

- (a) SBX operates an affiliates program, allowing eligible Users who refer new customers to SBX to receive a referral fee (commission). SBX reserves the right to cancel or modify the rules of the affiliate program for any reason and affiliates should regularly check the affiliates page on the Site for any updates.
- (b) As at the date of these Terms, the affiliate program consists of the following rules.
 - (i) Affiliates must be a User, who create Affiliate Campaign Code(s) and refer new customers to SBX, with those new customers completing the registration process to open an account and commence betting (**Referred Customer**).
 - (ii) The affiliate receives earnings on the turnover of its Referred Customers (cash bets only, promotional balances and voided or cancelled bets are excluded), based on the applicable commission rate, which may be:
 - o the house edge of the casino game:

$$(\text{edge} * \text{turnover} / 2) * \text{commission rate where edge} = (1 - \text{RTP}) \text{ (on cash bets); or}$$

- a flat 3% assumed house edge for Sportsbook bets;
- $(0.03 * \text{turnover} / 2) * \text{commission rate}$ (on cash bets); or
- such other rate fixed by an SBX affiliate manager for the individual affiliate or a specific campaign.

with commission rates applied in a hierarchical order:

- if the **campaign** has a commission rate set, this will be used, otherwise
 - if the **affiliate** has a commission rate set, this will be used, otherwise
 - the **default** commission rate is 10%
- (iii) Affiliate earnings are calculated using the commission rate applying to the affiliate at the point the turnover was generated, not when the earnings are redeemed.
- (iv) Only genuine affiliates and Referred Clients are welcome in and eligible to participate in SBX's affiliate program. Any accounts (whether belonging to affiliates or Referred Customers) that we identify as illegitimate, ineligible or an abuse of the program will be removed from the program and may have their account suspended. We also reserve the right to suspend the collection or redemption of an affiliate's earnings at our discretion where we have concerns about the validity of any affiliate or their Referred Client. Examples of such illegitimate behaviour include multiple referrals from the same IP or residential address and having Referred Customers open multiple accounts in breach of these Terms.
- (v) Commissions based on earnings from a Referred Client's turnover will only be paid out once we have established the authenticity of the Referred Client account and transactions.
- (vi) Where any earnings have been inadvertently generated as a result of technical or human error within the Site, or due to any act or omission of our third party providers, those earnings will be ineligible and/or voided.
- (vii) No turnover requirements apply to an affiliate's commission earnings.

- (viii) Affiliates are solely responsible for claiming their earned commissions. Earnings can be claimed by an affiliate up to once per hour and are paid into their SBX Account.
- (ix) Earnings are paid in the same currency of the turnover that generated the earnings, so if an affiliate has referrals betting in Bitcoin (BTC), Litecoin (LTC) and Ethereum (ETH), they will receive separate commission payments in those three currencies.

16. Complaints

16.1 Complaint Procedure

- (a) If a User wishes to make a complaint regarding the Site or the Services, the User must first raise that issue with SBX's complaint process to attempt resolution.
- (b) SBX treats complaints seriously, and will try to find a mutually acceptable outcome where possible. However, there will be times when this is not possible. Our complaints process is:
 - To make a complaint, please send an email to complaints@sbx.com
 - We will acknowledge your complaint within 1 business day.
 - We endeavour to respond to complaints within 14 days. If this is not possible, we will update you to let you know when we expect to respond.
 - If we need additional information we will contact you.
 - We will provide the outcome to you in writing to email and that decision will be final.
 - You can choose to escalate complaints to EGIS if you are not satisfied with the results of internal complaint resolution processes.

17. Governing Law and Jurisdiction

17.1 Applicable Law

These Terms shall be governed by, and construed in accordance with, the laws of Tobique.

17.2 Jurisdiction

- (a) The courts of Tobique have exclusive jurisdiction to settle any dispute arising from or connected with these Terms, including but not limited to:
 - (i) a dispute relating to their existence, validity or termination;
 - (ii) the consequences of their nullity; or
 - (iii) any non-contractual obligation arising out of or in connection with them.
- (b) Users irrevocably waive any right that they may otherwise have had to:
 - (i) object to an action being brought in the courts of Tobique;
 - (ii) claim that the action has been brought in an inconvenient forum; or
 - (iii) claim that those courts do not have jurisdiction.
- (c) Nothing in this section shall limit SBX's right to initiate proceedings against a User in any other court of competent jurisdiction. The initiation of proceedings in one or more jurisdictions shall not preclude the initiation of proceedings in any other jurisdiction, whether concurrently or otherwise, as permitted by applicable law.

18.3 Legal Claims

- (a) Users must bring any and all legal claims under these Terms in their individual capacity and not as a claimant in or member of any:
 - (i) purported class action;
 - (ii) collective action;
 - (iii) private attorney general action; or
 - (iv) other representative proceeding.
- (b) Users agree to waive the right to demand a trial by jury, where applicable.

18. Severability

If any provision of these Terms is found by any or administrative body of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability in that jurisdiction of any other provision of these Terms; or
- (b) the validity or enforceability in other jurisdictions of that or any other provision of these Terms.

19. Assignment

19.1 SBX's Right to Assign

SBX reserves the right to assign its rights under these Terms in whole or in part, at any time without notice to Users. However if all of SBX's rights and obligations under these Terms are assigned, SBX will provide Users with notice.

19.2 Prohibition on User Assignment

Users may not assign any of their rights or obligations under these Terms.

20. Miscellaneous

20.1 No Waiver

No waiver by SBX of any breach of any provision of these Terms (including the failure of SBX to require strict and literal performance of or compliance with any provision of these Terms) shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of these Terms.

20.2 Third Party Rights

Nothing in these Terms shall create or confer any rights or other benefits in favor of any third parties.

20.3 Relationship Between Parties

Nothing in these Terms shall create or be deemed to create any partnership or joint venture, employment relationship, agency arrangement, trust arrangement, fiduciary relationship between the User and SBX.

20.4 Entire Agreement

These Terms (incorporating those terms referred to in Section 1.2) constitute the entire understanding and agreement between the User and SBX regarding the Services and supersedes any prior agreement, understanding or arrangements between the User and SBX.

Effective from: 14 May 2025