

**TERMS OF USE OF THE MSW REMOTE GAMING PLATFORM**  
**(amended as of 12 August 2025)**

1. INTRODUCTION: KEY DEFINITIONS AND WHAT MAKES UP YOUR TERMS OF USE

1.1 The following definitions are used in these terms and conditions:

**"Account"** means your account with MSW.

**"Assignment"** means a transfer, assignment, sublicense or pledge of the Terms of Use by MSW, in whole or in part, to any person.

**"Checks"** means verification checks as may be required to verify your identity or for anti-money laundering requirements.

**"Error"** means a circumstance where bet is accepted or payment is made in error, a non-exhaustive list of which is provided in Section 14.1.

**"Force Majeure Event"** means an event outside MSW's control as defined in Section 19.1.

**"Government"** means the government of the Republic of the Philippines, including any of its branches, agencies and instrumentalities.

**"General Terms"** means the terms and conditions of the MVP Service set out in this document.

**"MSW Online Betting Service"** means the remote gaming platform where players are allowed to make bet placements online through msw.ph.

**"MSW"** means MegaSportsWorld

**"OCVI"** means Orient Capital Ventures, Inc.

**"PAGCOR"** means Philippine Amusement and Gaming Corporation

**"Prohibited Practices"** means cheating, fraud or any criminal activity in relation to the Service.

**"Remote Gaming Platform"** means the online channel developed to allow the players to remotely access, through the internet, (i) the games deployed in the electronic gaming network at the land-based gaming operations and play, or (ii) the sports event contents and bet on the available markets as offered in land-based sports betting operations. The RGP may utilize a website or a mobile or desktop application.

**"Rules"** means the Betting Rules and the Game Rules specifically applicable to the relevant type of betting and/or sport, as published and made available to You at [www.megasportsworld.com](http://www.megasportsworld.com)

**"Service(s)"** means, as appropriate, the MSW Remote Gaming Platform offered for online bet placement

**"Terms of Use"** means this Terms of Use and any amendments or modifications thereto

**"Transaction"** means any bet, stake or similar transaction placed using the Services

**"Website"** means the website [www.msw.ph](http://www.msw.ph)

**"Your Contact Details"** are as defined in section 3

1.2 By activating your account for the MSW Online Betting Service, or by accessing the Service, You agree to be bound by the Terms of Use and You accordingly: (a) agree to the use of electronic communications in order to enter into contracts; (b) consent to be bound by the Terms of Use by verbal confirmation or conduct; and (b) waive any applicable rights or requirements which require a signature by hand, to the extent permitted by any applicable law. The Terms of Use do not affect your statutory rights.

1.3 In addition, where You place a bet using the Services, You agree to be bound by the Rules and any amendments thereto.

1.4 Please read these Terms of Use carefully before accepting them. Once You have accepted the Terms of Use, please print the Terms of Use and store them. Please note that the Terms of Use are subject to change, as set out in section 2 below.

1.5 If You do not agree to accept and be bound by the Terms of Use please do not open an account, and/or continue to use the Services. Your continued use of any of the Services will constitute acceptance of the Terms of Use or any amendments or modifications thereto, which we have notified You, are in force from time to time.

## **GENERAL TERMS**

### **2. CHANGES TO THE TERMS OF USE**

2.1 We may need to change the Terms of Use from time to time for a number of reasons, including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. The most up-to-date Terms of Use can be accessed from the Website and will be updated from time to time. You are advised to regularly check the Website and these Terms of Use for any change as your continued use of the Service after these changes have taken effect will be deemed as acceptance of the Terms of Use, as amended.

2.2 Where we make changes to the Terms of Use which we wish to notify You of, we will do so by such method of notification as we may, in our discretion, deem to be appropriate, which may comprise:

2.2.1 Email (to the email address You have previously supplied us with, if any);

2.2.2 Verbal notification upon use of the Service; or

2.2.3 Notice on the Website

Your continued use of the Service after posting of such amendments or modifications, You shall be deemed to have accepted, and be bound by, the new Terms of Use.

### **3. OPENING YOUR ACCOUNT**

3.1 In order to place a bet using the Services, You will need to open an account with MSW ("**Your Account**" or "**Account**").

3.2 In order to open Your Account for use with the Services, You can:

- Remote Registration - click on the appropriate link on the Website and follow the on-screen instructions;
- In-Person Registration - go to any MSW Outlet. Locations of MSW Outlets are found on the Website;

Accounts opened via Remote Registration shall be subject to further Know Your Customer (KYC) and identification verification process in accordance with Clause 4.2.1 hereof.

3.3 When You open Your Account You will be asked to provide us with personal information, including Your name and date of birth and appropriate contact details, including an address, telephone number and e-mail address ("**Your Contact Details**"). You may update Your Contact Details from time to time by contacting the MSW Hotline or by going to [msw.ph](https://msw.ph) You may also be asked to provide your bank details, nationality, occupation and/or source of income. In relation to your personal data, please visit our privacy policy at <https://sports.msw.ph/en/info/privacy-policy>

3.4 If You do not wish Your Contact Details to be used by us and our business partners to contact You to inform You with marketing information relating to others of our goods, products or services or those of our business partners, please do so by informing us when opening Your Account.

3.5 In opening Your Account You warrant that:

3.5.1 You understand and accept the risk that, by using the Services, You may, as well as winning money, lose money;

3.5.2 You are not any of the following ("Restricted Individuals")

a. Public officials, which includes elective and appointive officials and employees, permanent or temporary, whether in the career or noncareer service, whether or not they receive compensation, regardless of amount;

b. Members of the Armed Forces of the Philippines, including the Army, Navy, Air Force or Philippine National Police;

c. Persons under 21 years of age or students of any school, college or university in the Philippines;

d. PAGCOR officials and employees;

e. Employees of MSW or any of its site Operators;

f. Banned individuals;

g. Spouse, common-law partner, children, parents of officials and persons mentioned in items (a), (b), and (d) above.

3.5.3 You are legally able to enter into contracts;

3.6 Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person and/or account in respect of the Services. Any other accounts which You open with us, or which are beneficially owned by You in relation to the Services shall be "Duplicate Accounts". We will close all Duplicate Accounts and:

3.6.1 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;

3.6.2 we may, at our entire discretion, void all winnings and refund all deposits (less amounts in respect of void winnings) made in respect of that Duplicate Account and, to the extent not recovered by us from the relevant Duplicate Account, any amounts to be refunded to us by You in respect of a Duplicate Account may be recovered by us directly from any other of Your Accounts (including any other Duplicate Account); or

3.6.3 we may, at our entire discretion, allow usage of the Duplicate Account to be deemed valid in which case all losses and stakes placed by or for You through the Duplicate Account shall be retained by us.

#### **4. VERIFICATION OF YOUR IDENTITY AND ANTIMONEY LAUNDERING REQUIREMENTS**

4.1 You warrant that:

4.1.1 the name, contact number, email address, and address You supply when opening Your Account are correct;

4.1.2 you have provided a valid government issued Identification Card with Your photograph and signature; and

4.1.3 You are the rightful owner of the money which You at any time deposit in Your Account.

4.2 By agreeing to the Terms of Use You authorize us to undertake any such verification checks from time to time as we may require ourselves or may be required by third parties (including, but not limited to, regulatory bodies) to confirm these facts (the "Checks"). You agree that from time to time, upon our request, You may be required to provide additional details in respect of any of such information You have provided us, including in relation to any deposits which You have made into Your Account.

4.2.1 If Your Account is opened via Remote Registration, a full KYC and identification verification shall be conducted prior to Your first withdrawal or within three (3) days from Your Account creation or registration, whichever comes first.

4.2.2. You must complete the requirements within three (3) days from our notification to You regarding the KYC process. Your failure to comply or qualify will result in Account deletion and forfeiture of Your funds in favor of the Government. Such Funds may only be returned to You based on justifiable reasons, as evaluated and approved by PAGCOR.

4.2.3. If You are found to be ineligible, all funds or credits in Your account shall be forfeited in favor of the Government. If You failed to comply or complete the KYC process within the prescribed period, all funds or credits in Your account shall be frozen or suspended until Your KYC process is completed.

4.3 Whilst we are undertaking any Checks from time to time, we may restrict You from withdrawing funds from Your Account and/or prevent access to the Service. Please note that we may from time to time re-perform the Checks for regulatory, security or other business reasons. If any such restrictions cause You a problem, please contact the MSW Hotline.

4.4 In certain circumstances we may have to contact You and ask You to provide further information to us directly in order to complete the Checks. For this purpose, we will be entitled, at our sole discretion, to require that You provide us with documents such as, but not limited to, a notarized ID, proof of address, utility bills, bank details, bank statements and bank references. Until such information has been supplied, we may be required to suspend Your use of the Service or we may, where we reasonably believe that deliberately incorrect information has been provided by You, cancel your Account.

4.5 It is illegal for Restricted Individuals as outlined in section 3.5.2 to make use of the Service provided by MSW. If You are subsequently proven to be a Restricted Individual, then:

4.5.1 Your Account will be closed;

4.5.2 all transactions will be made void, and all related funds deposited by You will be returned by the payment method used for the deposit of such funds, wherever practicable;

4.5.3 any deposits made will be returned to You; and

4.5.4 any winnings which You accrued will be forfeited by You (and may be deducted from the amount of any deposit returned under section 4.5.3) and You will return to us on demand any such funds which have been withdrawn from Your Account.

## **5. USERNAME, PASSWORD, PIN and CUSTOMER INFORMATION**

5.1 After opening Your Account, You must use take all reasonable steps to avoid disclosing (whether deliberately or accidentally) Your username, password and/or account number to anyone else.

5.2 All transactions made where Your username and password and/or account number have been provided correctly will be regarded as valid, whether or not authorised by You, and we shall not be liable for any claims in the event that You disclose Your username, password or account number to anyone else (whether deliberately or accidentally).

5.3 If You have lost or forgotten Your username and password, or have reason to believe that such details are known to an unauthorised third party, please contact us immediately for a replacement through the MSW Hotline.

## **6. QUALIFYING FOR THE SERVICE**

6.1 In order to qualify for the Services, You need to

6.1.1 register Your AMLC-compliant money transfer services (over-the-counter, online banking, eWallet systems);

6.1.2 have identified a home outlet;

6.1.3 have posted an initial deposit in the amount of FIVE HUNDRED PESOS (Php500.00); and

6.1.4 have undergone identity verification by the gaming site through video call.

## **7. DEPOSITS AND WITHDRAWALS FROM YOUR ACCOUNT**

7.1 If You wish to participate in the Services provided by MSW, You must deposit monies into Your Account from an account or source of which you are the account holder. Further details of how to deposit, withdraw and transfer funds can be found in the FAQ page of the MSW Website. All Your funds will be held at Your registered outlet.

7.1.1 All online withdrawal requests will be processed in accordance with the turnaround time of the selected payment channel.

- a. Electronic Fund Transfer using Instapay - Real time
- b. Electronic Fund Transfer using Pesonet - Processing and crediting time varies on bank cut off
- c. Over the Counter - Real time upon generation of reference code
- d. Online Bank Transfer - Usually One banking day

7.2 Funding, withdrawals, and/or transfers from and to a payment/banking solution account other than a player's registered accounts shall be strictly prohibited and shall be penalized accordingly. Fund sharing or "pasaload" between players shall be prohibited.

7.3 You are responsible for reporting Your winnings and losses to the appropriate regulatory government agency arising from the Services.

## **8. PLACING YOUR BET AND/OR USING THE SERVICES**

8.1 In order to place a bet or access a Service you should follow the instructions below:

a. On your mobile phone or personal computer or laptop, open a web browser and go to [www.msw.ph](http://www.msw.ph);

b. Click on the Online icon found on the website home page to initiate any of the following verification methods prior to login:

- Video call;
- Biometrics (facial fingerprint scanning; iris scanning); or,
- OTP verification where the system sends a randomly-generated one-time-PIN (OTP) to the registered contact number of the player which must be accurately entered by the player to allow access to the platform.

c. Internet connection, microphone and front facing camera must be turned on;

**8.2 IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE DETAILS OF ANY BET, STAKE OR SIMILAR TRANSACTION THAT YOU PLACE USING THE SERVICES ARE CORRECT WHEN USING THE SERVICE.** Only when You confirm that the details are correct will the bet transaction be processed. All bets will stand in accordance with our interpretation of your instructions.

8.3 We reserve the right to refuse the whole or part of Your use of the Service at any time in our sole discretion, or where You have breached the Terms of Use.

8.4 Once a bet has been confirmed by You, You cannot cancel the transaction unless we agree otherwise. In the event of any internet disconnection, You should immediately check your transaction history or call MSW Hotline for confirmation as to whether your bet has been placed.

8.5 We may cancel or amend a Transaction pursuant to the provisions in section 4 "Verification of your Identity; and Money Laundering Requirements", section 9 "Cheating, Fraud and Criminal Activity" or section 14 "Errors or Omissions".

8.6 You acknowledge that by placing a bet using the Service, you are currently within the Philippines as bets emanating from outside of the Philippine territory are not allowed. Any bets placed in violation of this clause shall be voided.

## **9. CHEATING, FRAUD AND CRIMINAL ACTIVITY**

9.1 Cheating, fraud or any criminal activity in relation to the Service constitute "Prohibited Practices" and are not permitted and will constitute a material breach of the Terms of Use. We will take all reasonable steps to prevent and detect such practices and to identify the relevant players concerned if they do occur. Subject to the above, however, we will not be liable for any loss or damage which You may incur as a result of any Prohibited Practices, and any action we take in respect of the same will be at our sole discretion.

9.2 In exercising any of our rights under this section, we shall use all reasonable endeavours to ensure that, while complying with our regulatory and other legal obligations, we exercise such rights in a manner which is fair to You and to our other customers.

9.3 We reserve the right to inform relevant authorities, PAGCOR or other relevant entities of Your identity and of any suspected Prohibited Practice by You, and You shall cooperate fully with us to investigate any such activity.

## **10. CLOSURE OF YOUR ACCOUNT; TERMINATION OF THE TERMS OF USE**

### **CLOSURE AND TERMINATION BY YOU**

10.1 Provided that Your Account does not show that a balance is due to us, You are entitled to close Your Account and terminate the Terms of Use on not less than 24 hours' notice to us at any time, by contacting us through the MSW Hotline. We will

respond to Your request, confirming closure of Your Account and the date on which such closure will be effective, within a reasonable time, provided, that You continue to assume responsibility for all activity on Your Account until such closure has been carried out by us (at which point the Terms of Use shall terminate).

10.2 When You request closure of Your Account, we will, subject to Section 10.3, return any outstanding balance in Your Account to You.

10.3 Upon any termination of Your Account under this Section 10 we shall be entitled to withhold any amount as may be required by law or regulation.

10.4 If Your account is not active, i.e., either voluntarily closed by You or suspended by us, we may, in certain circumstances be able to re-open Your Account with the same account details as before if You request us to do so. Depending on the circumstances, Your account can only be re-opened with our prior written approval, subject to our Terms of Use, and only if You are cleared of any violation/breach under this Terms of Use, if applicable. Whether You use the same account or create a new account, the same will be subject to the Terms of Use which are in force at the date of any such re-opening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid.

#### **CLOSURE AND TERMINATION BY US**

10.5 We are, at any time (and notwithstanding any other provisions contained in the Terms of Use), entitled to close Your Account and terminate the Terms of Use upon notice (or attempted notice) to You using Your Contact Details. In the event of any such termination by us we shall, subject to Section 10.6, as soon as reasonably possible following a request by You, refund the balance of Your Account.

10.6 Where we close Your Account and terminate the Terms of Use pursuant to "Cheating, Fraud and Criminal Activity" or a breach of the Terms of Use, the balance of Your Account will be non-refundable and deemed to be forfeited to the extent of any claim that we may have against You as at the date of such closure (whether under Your Account, and Duplicate Account or otherwise). For the avoidance of doubt, we shall forfeit all your funds in Your Account and Duplicate Account or otherwise. You will not be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms of Use, or in response to Your request).

#### **SUSPENSION BY US**

10.7 We shall be entitled to suspend Your Account in the circumstances expressly set out in the Terms of Use or upon request by PAGCOR. Upon the suspension of Your Account: (a) no activity shall be permitted (including deposits, withdrawals, betting) until the date upon which it is reactivated by us.

### **GROUNDINGS FOR SUSPENSION OR TERMINATION**

10.8 Without prejudice to our right to change the grounds for suspension or termination or as may be directed by PAGCOR, the following shall be considered as grounds for the suspension or termination of Your account:

#### 10.8.1 Account Opening

10.8.1.1 Falsifying data, such as but not limited to, using of fake names, fake identification cards, and any other false information necessary or required for account creation via online or onsite registration;

10.8.1.2 Concealment as part of the restricted individual list;

#### 10.8.1.3 Intentional Creation of duplicate accounts 10.8.2 After Account Opening

10.8.2.1 Violation of Anti-Money Laundering Act (AMLA) restrictions;

10.8.2.2 Account/Fund sharing;

10.8.2.3 Incorrect or fraudulent incident reports;

10.8.2.4 Taking advantage of system errors or glitches;

10.8.2.8 Defamatory posts made verbally or online against MSW;

10.8.2.9 Violation of PAGCOR Issuances, Memorandum, Directives, Rules and Regulations.

10.8.2.10 Violation of the Terms of Use

### **11. ACCESS TO, AND USE OF, THE SERVICES**

11.1 We will not be liable in any way whatsoever for any losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, we do not make any representation or give any warranty as to the compatibility of the Services with any particular software or hardware.

11.2 Under no circumstances should You use the Services for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offence. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any MSW Hotline staff used to provide the Services, and which we make available to You.

## **12. THIRD PARTY SOFTWARE**

12.1 Any Services offered to You utilising third party applications shall be subject to this Terms of Use.

## **11. ACCESS TO, AND USE OF, THE SERVICES**

11.1 We will not be liable in any way whatsoever for any losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, we do not make any representation or give any warranty as to the compatibility of the Services with any particular software or hardware.

11.2 Under no circumstances should You use the Services for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offence. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any MSW Hotline staff used to provide the Services, and which we make available to You.

## **13. IT FAILURE**

13.1 Where problems occur in the software or hardware used by us to provide the Services we will take all reasonable steps to remedy the problem as soon as

practicable. In any event, we cannot be held liable for any loss you may incur for problems occurring in the software, hardware or communications equipment for the Services.

#### **14. ERRORS OR OMISSIONS**

14.1 A number of circumstances may arise where a bet or wager is accepted, or a payment is made, by us in error. A non-exhaustive list of such circumstances is as follows:

14.1.1 where we mis-state any odds or terms of a bet or gaming wager to You as a result of obvious error or omission in inputting the information or setting up a market, or as a result of a computer malfunction;

14.1.2 where we have made a 'palpable error'. A palpable error occurs where:

14.1.2.1 in relation to bets placed prior to an event taking place, the prices/terms offered are materially different from those available in the general market; or

14.1.2.2 in relation to any event, the price/terms offered at the time the bet is placed are clearly incorrect given the probability of the event occurring;

14.2 In case of an error or omission, we reserve the right to:

14.2.1 correct any Error made on a bet placed and re-settle the same at the correct price or terms which were available or should have been available (absent the publishing error) at the time that the bet was placed and the bet will be deemed to have taken place on the terms which were usual for that bet; or

14.2.2 where it is not reasonably practicable to correct and re-settle under 13.2.1 above, to declare the bet void and return Your stake into Your Account; o

14.3 Any monies which are credited to your Account, or paid to you as a result of an Error shall be deemed, pending resolution, to be held by You on trust for us and shall be immediately repaid to us when a demand for payment is made by us to You, if not yet withdrawn. Where such circumstances exist, if You have monies in Your Account we may reclaim these monies from Your Account. We agree that we shall use all reasonable endeavours to detect any Errors and inform You of them as soon as reasonably practicable.

14.4 Neither we (including our employees or agents) nor our partners or suppliers shall

be liable for any loss, including loss of winnings, that results from any Error by us or an error by You.

14.5 You shall inform us as soon as reasonably practicable should You become aware of any Error.

14.6 Where You have used monies which have been credited to Your Account or awarded to You as a result of an Error to place subsequent bets or play games, we may cancel such bets and/or withhold any winnings which You may have won with such monies, and if we have paid out on any such bets or gaming activities, such amounts shall be deemed to be held by You on trust for us and You shall be immediately repaid to us when a demand for payment is made by us to You.

## **15. EXCLUSION OF OUR LIABILITY**

15.1 Your access to and use of the Services is at Your sole option, discretion and risk. We shall not be liable for any attempts by You to use the Services by methods, means or ways not intended by us.

15.2 We will provide the Services with reasonable skill and care and substantially as described in the Terms of Use. We do not make any other promises or warranties regarding the Services, or any products or services forming a part of the Services, and hereby exclude (to the extent permitted by law) all implied warranties in respect of the same (including implied warranties as to satisfactory quality and/or fitness for Your purpose). In particular, we do not warrant that the Service will have uninterrupted availability or that it will be free of bugs, viruses or other errors.

15.3 SAVE AS PROVIDED IN OUR BETTING RULES AND SUBJECT TO THIS TERMS OF USE, OUR MAXIMUM LIABILITY (INCLUDING THAT OF OUR PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) ARISING OUT OF YOUR USE OF THE SERVICES (OR ANY PART OF THE SERVICES AND WHETHER UTILISING THE WEBSITE), WHETHER SUCH LIABILITY ARISES UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO:

15.3.1 (WHERE OUR LIABILITY RELATES TO A BET OR STAKE) THE AMOUNT OF THE BET OR STAKE PLACED BY YOU IN RESPECT OF WHICH OUR LIABILITY HAS ARISEN;

15.3.2 (WHERE OUR LIABILITY RELATES TO THE MISAPPLICATION OF FUNDS) THE AMOUNT OF MONEY IN YOUR ACCOUNT THAT HAS BEEN MISPLACED BY US; AND

15.3.3 (IN RESPECT OF ANY OTHER LIABILITY) TEN THOUSAND PESOS (Php10,000).

15.4 WE (INCLUDING OUR PARENT AND SUBSIDIARY COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) SHALL NOT BE LIABLE TO YOU, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN RESPECT OF ANY:

15.4.1 LOSS OF DATA;

15.4.2 LOSS OF PROFITS

15.4.3 LOSS OF REVENUE;

15.4.4 LOSS OF BUSINESS OPPORTUNITY;

15.4.5 LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;

15.4.6 BUSINESS INTERRUPTION; OR

15.4.7 ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, EVEN WHERE SUCH LOSS OR DAMAGE HAS BEEN NOTIFIED TO US AS BEING POSSIBLE, ARISING OUT OF THE TERMS OF USE OR ANY USE WHATSOEVER BY YOU OF THE SERVICES.

## **16. BREACH OF THE TERMS OF USE**

16.1 You will fully indemnify, defend and hold us, parent and subsidiary companies, affiliates and our officers, directors, employees, agents, contractors and suppliers harmless from and against any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees), however caused, that may arise, whether or not reasonably foreseeable, as a result of or in connection with:

16.1.1 the access to and use of the Services by You or by anyone else using Your username and password; and/or

16.1.2 any breach by You of any of the terms and provisions of the Terms of Use.

16.2 Where You are in breach of the Terms of Use, we may, prior to any suspension or termination of Your Account notify You (using Your Contact Details) that You are in breach, requiring You to stop the relevant act or failure to act, and/or requiring You to put right an act or fault on Your part; and warning You of our intended action if You do

not do so, provided always that such notification shall not be a pre-condition to any suspension or termination of Your Account.

16.3 We have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of the Terms of Use.

## **17. COMPLAINTS AND NOTICES**

17.1 No claim or dispute with regard to:

17.1.1 the acceptance or settlement of a bet which You have made using the Services will be considered more than 7 days after the settlement date of the bet in question; and

17.1.2 a game which You have played using the Services will be considered more than 12 (twelve) weeks after the date on which the relevant transaction or game play took place.

17.2 Should You wish to make a complaint regarding the Services, as a first step You should as soon as reasonably practicable contact the MSW Hotline about Your complaint, which will be escalated as necessary within our Customer Services team until resolution.

17.3 When we wish to contact You, we may do so using any of Your Contact Details. Notices will be deemed to have been properly served and received by You immediately after an email is sent or after we have communicated with You directly by telephone (including where we leave You a voicemail), or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; and in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

## **18. TRANSFER OF RIGHTS AND OBLIGATIONS**

18.1 We reserve the right to transfer, assign, sublicense or pledge the Terms of Use (an "assignment"), in whole or in part, to any person without notice to You, provided that any such assignment will be on the same terms or terms that are no less advantageous to You.

18.2 You may not assign, sublicense or otherwise transfer in any manner whatsoever any of Your rights or obligations under the Terms of Use.

## **19. EVENTS OUTSIDE OUR CONTROL**

19.1 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 Use that is caused by events outside our reasonable control, including (without limitation) any telecommunications network failures, power failures, failures in third party computer (or other) equipment, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities (a "**Force Majeure Event**").

19.2 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

## **20. WAIVER**

20.1 If we fail to insist upon strict performance of any of Your obligations or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

20.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

20.3 No waiver by us of any of the provisions of the Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.

## **21. SEVERABILITY**

21.1 If any of the Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted bylaw.

21.2 In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, it's original intent.

## **22. ENTIRE AGREEMENT**

22.1 The Terms of Use and any document expressly referred to in them represent the entire agreement between You and us and supersede any prior agreement, understanding or arrangement between You and us, whether oral or in writing.

22.2 We each acknowledge that neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in the Terms of Use.

22.3 Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in the Terms of Use.

### **23. LAW AND JURISDICTION**

23.1 The Terms of Use shall be governed by and interpreted in accordance with the laws of the Philippines.

23.2 The courts of Makati City shall have exclusive jurisdiction over any disputes arising out of the Terms of Use.

### **24. RESPONSIBLE GAMING/GAMBLING**

24.1 For those customers who wish to restrict their gambling, we provide a voluntary self-exclusion policy, which enables You to close Your Account or restrict Your ability to place bets or game on the Service. Once Your Account has been self-excluded You will be unable to reactivate the Account under any circumstances until the expiry of the period chosen under this section. At the expiry of the self-exclusion period You will be entitled to re-commence use of the Services by contacting the MSW Hotline or by opening a new account.

**Players are prohibited to play in open and public places.**