2 TERMS AND CONDITIONS

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| **TEXT ENGLISH** |
| **Terms and Conditions**  **Last Modified: 9 October 2024**  NUMBERS ROULETTE IS A DULY AUTHORISED BRANDED ALGORITHMIC METHOD TO PLAY ROULETTE OF “BIDSET SOFTWARE » (Tax Registration Number (CUI) 50540287) LIMITED COMPANY, A FULLY LICENSED AND REGULATED BY THE LAW OF ROMANIACOMPANY.  BY CLICKING THE "I AGREE" BUTTON BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY OUR “END-USER AGREEMENT” AND AGREE TO BE BOUND BY OUR “TERMS AND CONDITIONS” PUBLISHED ON THE SITE [www.numbersroulette.com](http://www.numbersroulette.com/), YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR SECURITY AND PRIVACY POLICY SET OUT AT [www.numbersroulette.com](http://www.numbersroulette.com/) BY CLICKING THE “I AGREE” BUTTON BELOW, YOU ALSO AGREE TO THE USE OF ELECTRONIC COMMUNICATIONS IN ORDER TO ENTER INTO CONTRACTS, AND YOU WAIVE ANY RIGHTS OR REQUIREMENTS UNDER APPLICABLE LAWS OR REGULATIONS IN ANY JURISDICTION WHICH REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE, TO THE EXTENT PERMITTED UNDER APPLICABLE MANDATORY LAW.  IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "I AGREE" BUTTON, DO NOT CONTINUE TO DOWNLOAD, INSTALL OR OTHERWISE USE THE NUMBERS ROULETTE ALGORITHMIC METHOD TO PLAY ROULETTE, AND REMOVE THE METHOD FROM YOUR COMPUTER.  These terms represent the entire agreement and understanding between the User (you) and the “BIDSET SOFTWARE” company(us), where it is expressly agreed that these cannot be varied or amended except by update or modification which will be published on the webpage [www.numersroulette.com](http://www.numersroulette.com/) and effective from that date. Continued participation in the buying process after such publication shall constitute your acceptance to the modified or updated Terms.  For the purposes of clarity this expressly excludes any variation or change to these terms given orally, by chat, SMS, email or other such means, inadvertently or otherwise by our individual customer service staff or other of our representatives.   1. **Definitions**    1. The following provisions define the terms and conditions that govern your (referred to as "User", “Buyer”, "you", "your" or "yours" as the context requires) purchase the Method, use of the Method, access to the Method and participation in any services provided by, “BIDSET SOFTWARE” Limited company (referred to as "NUMBERS ROULETTE", “BIDSET SOFTWARE”, "we", "our" or "us" as the context requires) from time to time, including, without limitation the NUMBERS ROULETTE algorithmic method to play roulette as defined below (the "Method") on and/or through the website at [www.numbersroulette.com](http://www.numbersroulette.com/), and any other website operated by the “BIDSET SOFTWARE” Limited company (the "Website(s)"). These provisions are intended to be read in conjunction with the End-User Agreement respectively (the "End-User Agreement" published on the site [www.numbersroulette.com](http://www.numbersroulette.com/)) where applicable, and any other terms and conditions governing the purchase of the Method, use of the Services, the NUMBERS ROULETTE algorithmic method to play roulette and access to the Website(s) and the Information comprised therein (collectively these "Terms and Conditions").    2. **"User (s) "** - One person which buys the NUMBERS ROULETTE algorithmic method to play roulette form the “BIDSET SOFTWARE” Limited company, thru the [www.numbersroulette.com](http://www.numbersroulette.com/) website or thru other possibilities, offered by the “BIDSET SOFTWARE” Limited company and use the method after;   **"User Account"** - One personal single account pertaining to one domestic household address, opened by an individual and maintained with us to enable that person to purchase the NUMBERS ROULETTE algorithmic method to play roulette;  **"Device(s)"** - means any site and internet access devices, including but not limited to personal computers, laptops, mobile telephones, smart phones, tablets or any other such mobile device, personal digital assistants, PDA telephones employed for the use of and access to the  Website(s) and purchase of the Method;  **"Method"** - the NUMBERS ROULETTE algorithmic method to play roulette copyrighted to us including any software, data file or any other content derived thereof, that is received by the User on his e-mail address, accessed or otherwise received by the User from the “BIDSET SOFTWARE» LTD, in a form, but not limited, of an application  **"Service(s)"** - the process of sales to the User for the Method, by downloading by the User of the method software and application form the trusted platform, where the Method is sold, after a payment performed by the User and accepted by us;  **"Website (s)"** - the web page(s) of the Services that are accessible through the Devices, where a User can buy the Method by opening a User Account with [www.numbersroulette.com](http://www.numbersroulette.com/)  **“Us/We/Ours”** – the “BIDSET SOFTWARE” Company Limited, Tax Registration Number (CUI) 50540287, ROONRC. J2024021879009 **Postal address** 060023, România, Bucharest, Sector 6, 202B, Splaiul Independentei street, office 42 **E-mail** [**i**nfo**@numbersroulette.com**](mailto:info@numbersroulette.com), the site [www.numbersroulette.com](http://www.numbersroulette.com/);  **“You/yours”** - The user of the Method.  **“Username and Password”** - The username and password chosen by the user (a person), if there are such requirements, upon registration on the [www.numbersroulette.com](http://www.numbersroulette.com/) site;  **"Roulette"** - is a game usually named as “European roulette”, which principle is based on a white ball, falling on a roulette wheel, which has boxes with numbers, one 0 (zero) number (box colored in green) and boxes with the entire range of numbers from 1 (one) to 36 (thirty-six).  **“Applicable Laws”** - any laws, rules and regulations relating to the use of the NUMBERS ROULETTE algorithmic method to play roulette, and that apply to you in the country where you live, and, if different, from which you are conducting such activities, and that otherwise apply to you.  **“Payment/Payments”** - Any transfer of funds from you to the “BIDSET SOFTWARE» LTD bank account either directly or through a Payment Provider;  **“Payment Provider”** - A third party payment processing company;   1. **Acceptance**   2.1 By clicking on the relevant "I AGREE" button during your registration, you acknowledge and accept that:   1. you have read, fully understood and accepted these Terms and Conditions; and 2. these Terms and Conditions constitute a legally binding agreement ("Agreement") between you (as User) and the “BIDSET SOFTWARE” Limited company regarding the purchase of the Method and the use of the Services.   2.2 If you do not agree with any of the terms of these Terms and Conditions, please do not click the "I AGREE" button, and do not attempt to use or continue using any of the Services.   1. **Modification**   3.1 We reserve the right to amend, update and modify these Terms and Conditions, including the right to authorize it to one of our group companies as part of a corporate restructuring or reorganization, from time to time and any such amendment, update or modification will be published on the Website(s). Amended or updated Terms and Conditions shall be effective upon posting on the Website(s). Continued use of the Service, of the Method and/or of the Website(s) and Device(s) after such publication constitute your acceptance to the modified or updated Terms and Conditions. You acknowledge and agree that you and only you are fully responsible for checking for any changes and / or updates.  3.2 The terms and conditions set out herein represent the entire agreement and understanding between you and us, where it is expressly agreed that these cannot be varied or amended except as provided for in clause 3.1 above. For the purposes of clarity this expressly excludes any variation or change to these terms and conditions given orally, by chat, SMS, email or other such means, inadvertently or otherwise by our individual customer service staff or other of our representatives.   1. **Information and Intellectual Property**   4.1 The information, material and data provided or made available to you on or generated and/or collected by the Website(s), Services, sent to your e-mail and/or through the Device(s) and/or in any other form including, without limitation, Method, methodologies, marketing programs and materials, results, statistics, sporting data and fixture lists, text, graphics, video and audio content (the "Information"), belong to “BIDSET SOFTWARE” Limited company and/or the appropriate third party and are for your personal and non-commercial use only.  4.2 Save as expressly provided by these Terms and Conditions, you may not in any way or by any means adapt, copy, modify, reproduce, store, distribute, display, publicly perform, include in a cable program, publish, transmit, sell, rent, lease or license or otherwise make the Information available to any other person, or on another website, online service or bulletin board, or on any other media and/or Device without our express prior written consent or in the case of third party material, without the prior written consent of the owner of the proprietary rights in such material.  4.3 The Method, Services and the Information provided on the Website(s) and/or through Device(s) are protected by copyright, trademarks and other forms of intellectual and proprietary rights. All rights, title and interest in and to the Method, Services and Information on the Website(s) are owned by, licensed to and/or controlled by the “BIDSET SOFTWARE” Limited company (or its licensors). You acknowledge that you do not acquire any rights or interests, or any licenses to the Method and the Information through your use of and access to the Method, (other than that expressly provided for under this Agreement (see clause 8.2)), Services and the Information through your use of and access to the Services and Information provided on/ through the Website(s) and/ or through Device(s).   1. **Conditions of Use**   5.1 As a condition of use of the Services and the Method, you warrant and undertake that you shall not use or access the Website(s), Services, Method and/or the Information for any purpose that is unlawful under any law that is applicable to you or that is prohibited by and/or in breach of these Terms and Conditions.  Residents of the following countries and their territories shall not use the NUMBERS ROULETTE algorithmic method to play roulette (the Method) in real play gambling activities: Israel, France, Estonia, Cyprus, Bulgaria, Hong Kong, Spain, Denmark and the United States of America, in addition residents of ROMANIA and Singapore will not have the possibility to buy the Method in his entirety.  In particular (and in addition to all other representations and warranties set out in these Terms and Conditions), you warrant, accept and undertake as a condition of use of the Method usage and Services:  (i) that you are acting on your own behalf;  (ii) that you are not restricted by limited legal capacity;  (iii) that you are not diagnosed or classified as a pathological or compulsive gambler;  (iv) that you are of the age of (i) 21 or (ii) any such other legal age or age or majority as determined by any laws applicable to you, whichever age is greater ("Legal Age");  (v) that you are fully aware of the risk of losing money in the course of using the Method if you will decide to use the Method playing on real money;  (vi) that you are not depositing and/or pay by the money originating from criminal or other illegal or unauthorized activities;  (vii) that you are not conducting criminal or otherwise unlawful or unauthorized activities and/or intending to use your account opened with us in connection with such activities and that you shall not use or allow other persons to use the Services and your account for any criminal or otherwise unlawful activities including, without limitation, money laundering, under any law applicable to you or us;  (viii) to keep your username, account number and password secure, confidential and protected against unauthorized access to the Method or use of the Method and to ensure to you should change your password immediately or notify us immediately if the Method was accessed by an unauthorized person;  (ix) to be solely responsible for any and all activities that occur under the access to and use of the Method, Services on and through the Website(s) and/or Device(s) under your username, with your credit/debit bank card and password regardless of whether such access and/or use was authorized by or known to you or not;  (x) not to use the Services, Website(s), Device(s), Method or the Information in any way which interferes or may interfere with the availability of the Method, Services and the Website(s) to other users nor do anything that degrades or may degrade the operational performance of the Method, Services and Website(s);  (xi) not to solicit or in any manner seek to obtain any information relating to other users;  (xii) not to upload or distribute any program, file or data that contain viruses, are corrupted or may affect the operational performance of the Method(s), Device(s), Software, Services and/or Website(s);  (xiii) that your access to or use of the Method, Services and Information on and through the Website(s) and/or the Device(s) is not illegal or prohibited by laws that are applicable to you or contractual obligations which apply to you personally or to persons in the country from which you are currently accessing the Method, Website(s) or using the Device(s);  (xiv) not to use any device, robot, spider, software, routine or other method (or anything in the nature of the foregoing) to interfere or attempt to interfere with the proper functioning of the Services, Device(s), Method, Website(s), Information or any transactions offered at the Website(s) and/or through the Device(s);  (xv) not to post or transmit to the Website(s) and/or to the Device(s) or to any other users, any unlawful, harassing, abusive, threatening, libelous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law; and  (xvi) that you are not an officer, director, employee, consultant or agent of a casino or any affiliate of a casino;  (xvii) that you are not a relative of an officer, director, employee, consultant or agent of a casino or any affiliate of a casino; and  (xviii) not to interfere with other users' use of the Services, Website(s), Method, Devices and/or Information or initiate and/or engage in surveys, contests, chain letters or post/transmit "junk mail", "spam" or any unsolicited mass dissemination of email.  (xix) The Method will be used by you (as User) only for European Roulette games and only for online live roulette games or live roulette games, where the live roulette dealer (croupier) is present physically in person and the betting process is live or live online without pre-recording and post-playing.  (xx) You agree that we or a payment processing company on our behalf will handle all financial account transactions ("Payment Processor"). You hereby agree that the Payment Processor reserves the right to withhold any payments should the Payment Processor have reason to believe or any suspicion that you may be engaging in or have engaged in fraudulent, collusion, unlawful, or improper activity.  (xxi) You accept that you are solely responsible for the supply and maintenance of all of the computer equipment and telecommunications networks and internet access services that you need to use in order to access the Services and store the Method description. We will not be liable in any way whatsoever for any loss caused to you by the internet or any telecommunication service provider which you have engaged in order to access to the Services or to the Website.  (xxii) You will not commit any acts or display any conduct that damages our reputation or our software provider or any other related service providers.  (xxiii) All details which you give or have given in the process of registering with for use of the Services and buy the Method are accurate and that you will continue to update such details should there be any changes.  (xxiv) You are not colluding or attempting to collude or intending to participate, directly or indirectly, in any collusion scheme with any other User with an intention to damage us.  (xxv) The debit/credit card details supplied by you in the registration process are those of the registered account holder and the card has not been reported as lost or stolen;  (xxvi) You have not previously held a User Account on the [www.numbersroulette.com](http://www.numbersroulette.com/) site which was suspended or terminated either by us or by any other operator, charged back any funds from us or maintains a current User Account.  (xxvii) In opening the User Account you will not provide any information or make any statement to us which is untrue, false, incorrect or misleading.  (xxviii) That you are not attempting and will not attempt, to use any techniques designed to hide or mislead as to your true IP or true location.  (xxix) You understand and accept that the Method is created to play the European Roulette for fun and only you (as user) are responsible for the decision to use the NUMBERS ROULETTE algorithmic method to play roulette (the Method) for play with real money. If you (as user) decided to play with real money in the European Roulette, using the NUMBERS ROULETTE algorithmic method to play roulette (the Method) , the risk of any money loosing exclusively belong to you and cannot be shared with us. The “BIDSET SOFTWARE” Limited company is not responsible for your decision to use the Method for play with real money and we will not compensate any losses or spends, resulted from your play in casino or any other place, where you will use the Method to play on real money.  (xxx) That you will never show, transmit and/or tell about the Method and/or the Method itself to any other person. In case that you disclose any information about the Method or the Method itself to any other person, the “BIDSET SOFTWARE” Limited company will be in right to ask from you penalties and compensations as for moral and/or material damage.   1. **Registration and Opening Your Account and Membership**   6.1 In order to have the possibility to buy the Method and to use the Services, you must complete the application for account opening and membership in the manner set out on the Website(s).  6.2 You represent and undertake that all information supplied by you when registering and completing the Application is accurate, true and complete in all respects including, your name on the Application ("Name"), sources of funds (including the relevant bank accounts and card numbers) and residential address.  6.3 We will take reasonable and appropriate measures to ensure that your personal information as disclosed to us shall remain confidential and will be processed in accordance with our Privacy Policy as amended from time to time. We will not report or disclose your personal data or payment information unless compelled to do so by any applicable laws and regulations, Court order, or by the relevant law enforcement authorities or as otherwise provided for in these Terms and Conditions. It is your sole responsibility to keep your personal information confidential. We reserve the right to disclose and transfer your personal data to our respective payment settlement service providers and financial institutions to the extent necessary for the completion of payments for Services provided through the Website or if compelled to do so by applicable laws and regulations, to the relevant gaming or law enforcement authorities.  6.4 It is also your sole responsibility to ensure that the laws applicable to you do not prohibit you from using and accessing the Website(s) and the Information contained therein, downloading and using the Method and/or using and participating in the Services.  6.5 We may require further evidence of identification and age from you to verify your Membership Application (e.g. valid picture identification and debit/credit card) to verify that you are in fact over 21 and to comply with anti-money laundering requirements from the point of first payment, where failure to provide appropriate documentation within prescribed time frames may lead to freezing your Account. If there is any change to your information details as originally supplied by you, you shall notify us of the relevant change without delay. In order to confirm your Name and address, “BIDSET SOFTWARE” Limited company reserves the right, inter alia, to confirm your Name and address by post. “BIDSET SOFTWARE” may, at its discretion, undertake additional security checks against any information that you provide. By agreeing to these Terms and Conditions you give consent for the “BIDSET SOFTWARE” Limited company to access, use, and process and store the results of any identification verification or checks that may be made against you.  6.6 We reserve the right to reject your Application without reference to you or assigning any reason whatsoever.  6.7 You are allowed to open only one account for Method purchase on the site [www.numbersroulette.com](http://www.numbersroulette.com/). Should we discover that you have more than one account on the site [www.numbersroulette.com](http://www.numbersroulette.com/), we reserve the right, at our sole discretion, to treat all accounts that you have on the site [www.numbersroulette.com](http://www.numbersroulette.com/) as a single joint account or to terminate this Agreement.  6.8 Your username must not contain any offensive or inappropriate words or language. If, at “BIDSET SOFTWARE” limited company’s discretion, your username is considered to be offensive or inappropriate you will be asked by customer services to change it. Should you refuse this request, the “BIDSET SOFTWARE” Limited company reserves the right to permanently freeze your Account.   1. **Payment and receiving of Method procedure**   7.1 We only accept payments made through the internet using the Devices in compliance with these Terms and Conditions. Payments are not accepted in any other form (whether by post, email, fax or otherwise) and where received will be void regardless of the outcome. All payments made to the “BIDSET SOFTWARE” Limited company are considered and deemed to have been paid, received and accepted in Romania.  7.2 You are responsible and liable for all activities and transactions that take place through the use of the following (or any combination thereof):  (i) your name;  (ii) your User account;  (iii) your username and password; regardless of whether the use of the foregoing was authorized by you or not.  7.3 You should refer to our Responsible Gaming provisions to ensure that underage persons are not allowed and indeed prevented from having access to the above information and /or your debit/credit card details so as to enable them to buy the Method from us.  7.4 It is your sole responsibility to ensure that the details of your payment are correct and the payment is made. Once your payment has been made and the payment acceptance confirmed by us, the payment may not be cancelled, revoked or changed, except the situations which are subject to Article 12 MONEY BACK GUARANTEE clauses, and shall be deemed to be conclusive evidence of the fact that the purchase is final and irrevocable.  7.5 Please note that all payments are logged and recorded in the transaction log database. The “BIDSET SOFTWARE” Limited company's transaction logs are conclusive evidence of all transactions and times at which the transactions are placed.  7.6 The algorithmic method to play roulette NUMBERS ROULETTE (the Method) will be downloaded by you from the authorized by us platform. The file itself, which you will receive, is the Method and/or the Service which you did purchase and you should not receive any additional files, messages or other information.  7.7 The Method will be downloaded as your own risk and responsibility..  7.8 You and solely you are responsible for the possibility of use the method on your phone, tablet, computer or other selected hardware, from where the Method will be save, accessed, used, read and/or printed.  7.9 Considering the timing of the payment transaction procedures, realized by the payment settlement service providers, the timing of delivering the Method to your e-mail address could be extended to 24 hours, from the payment moment.  7.10 If you did not receive the Method, you must send an inquiry to the [support@numbersroulette.com](mailto:support@numbersroulette.com) address and we will resend to you the Method. If you will not send any inquiry or otherwise will not communicate to us the non-delivery of the Method to your e-mail address in the next 48 hours after the payment, it will be considered final that you did receive the paid Method and the purchase process is completed, closed and finalized.  7.11 If you will not rise any claim or any issue, during the first 14 (fourteen) days from the payment moment, related to the Method and/or Method usage, both parties as we and you agrees that you are satisfied with the Method in any possible manner and any related further claim, issue or pretention, including charge-back cannot be placed and/or asked.   1. **Copyrights and Licenses**   8.1 You hereby acknowledge and agree that the Method and the brand name “NUMBERS ROULETTE” that are made accessible to you (by send to your e-mail address or otherwise) for your use are the property of “BIDSET SOFTWARE” Limited company and/or its licensor, and that you do not gain any rights to such Method whatsoever. You may not in any way or by any means adapt, copy, modify, reproduce, store, distribute, display, publicly perform, broadcast, include in a cable program, publish, transmit, sell, rent, lease or license or otherwise communicate or make available such Method to any other person, or on another website, online service or bulletin board, casino, or on any other media and/or device.  8.2 The “BIDSET SOFTWARE” Limited company hereby grants to you a personal, non-exclusive, non-transferable and revocable license to use the Method and brand (the "License") provided that the storing and/or use is made through a Device of which you are the primary user.  8.3 The Method is distributed by “BIDSET SOFTWARE” Limited company solely and no other distributors of the Method exist.  8.4 You are not allowed to:  (i) install or load the Method onto a server of other networked device or take other steps to make the Method available via any form or bulletin board, online service or remote dial-in, or network to any other person;  (ii) sub-license, assign, rent, lease, loan, transfer or copy (except as expressly provided elsewhere in this agreement), your license to use the Method or make or distribute copies of the Method;  (iii) allow any other person to use the Method;  (iv) create or provide any means (including, without limitation, via emulators) through which the Method may be used by others;  (v) translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modify the Method.  (vi) copy or translate any user documentation provided 'online' or in electronic format, reverse engineer, decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the Method or to create derivative works based on the whole or on any part of the Method;  (vii) enter, access or attempt to enter or access or otherwise bypass the Our security system or interfere in any way (including but not limited to, robots and similar devices) with the Services or the Website or attempt to make any changes to the Method and/or any features or components thereof.  8.5 You acknowledge and agree that the brand name “NUMBERS ROULETTE”, the Method and the Method user documentation provided on the Website(s) and/or through Device(s) or otherwise, are is owned by the “BIDSET SOFTWARE” Limited company and/or its licensors and is protected by copyrights, trademark rights and other forms of intellectual and proprietary rights. You hereby acknowledge that the structure, organization and source code of the Method are the valuable trade secrets of “BIDSET SOFTWARE” Limited company and its licensors. You acknowledge that save for the rights granted to you in accordance with the License, you do not acquire any rights or interests whatsoever in the brand name “NUMBERS ROULETTE”, Method and/or the Method user documentation.  8.6 Upon the termination of this Agreement for whatever reason, the License issued under this Agreement is automatically revoked and you shall stop using the Method and you shall delete the Method from your Device and delete and/or destroy any copies of the Method, including the printing materials.  8.7 THE METHOD IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. WE HEREBY EXCLUDES ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE). WE DO NOT WARRANT THAT THE METHOD WILL MEET ALL YOUR REQUIREMENTS.  8.8 WE DO NOT WARRANT THAT THE OPERATION OF THE METHOD WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ANY DEFECTS IN THE METHOD WILL BE CORRECTED, OR THAT THE METHOD IS VIRUS-FREE. IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS, GAME BLOCKING, ACCOUNT BLOCKING OR OTHER EVENTS OCCURING DURING THE METHOD USAGE NEITHER US NOR OUR PARTNERS WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING RESULTING FROM SUCH ERRORS AND EVENTS.  8.9 You hereby acknowledge that it is not in our control how the Method is used by you. You load and use the Method at your own risk and in no event shall we be liable to you for any direct, consequential, incidental or special damage or loss of any kind. It is your solely responsibility for the Method usage for play with real money.  8.10 The Method may include confidential information which is secret and valuable to us. You are not entitled to use or disclose that confidential information other than strictly in accordance with the terms of this agreement.  8.11 We only allow access to the Method through secured networks using encryption of the username and password. You cannot buy the Method without passing our customer security login.  8.12 You may not use the Method for any commercial use or on behalf of another person. Any use of the Method by you is for own private purposes only.   1. **Settlement of Purchase Transactions**   9.1 When using a credit or debit card, the cardholder's name must be the same as the Name. The “BIDSET SOFTWARE” Limited company reserves the right not to settle a transaction in the event of discrepancies between the cardholder's name and the Name.  9.2 You are fully responsible for paying all monies owed to “BIDSET SOFTWARE” Limited company. In respect of any payment made by you, you agree that you will not make or procure the making of any charge-backs and/or deny or reverse any such payment, and that you will reimburse to the “BIDSET SOFTWARE” Limited company for any charge-backs, denials or reversal of payments you make, and any and all losses suffered and expenses incurred by the “BIDSET SOFTWARE” Limited company as a consequence. The “BIDSET SOFTWARE” Limited company may, at its sole and absolute discretion, cease to provide services or payment to certain users or to users paying with certain credit or debit cards.  9.3 Payment of any taxes, fees, charges or levies that may apply to your purchase of the Method under any applicable laws shall solely be your responsibility.   1. **Funds paid to “BIDSET SOFTWARE” Limited company not held as fiduciary or trustee**   10.1 As a condition of being allowed to purchase the Method that is advertised on the Website(s) and/or through the Device(s) from the “BIDSET SOFTWARE” Limited company pursuant to these Terms and Conditions ("transactions") you hereby acknowledge and agree that by entering the Transactions payment of any funds by you to the “BIDSET SOFTWARE” Limited company does not create any fiduciary relationship between the parties and in particular such funds are not held by the “BIDSET SOFTWARE” Limited company as fiduciary or trustee to you or on your behalf nor does it create any fiduciary obligations of any nature on the part of the “BIDSET SOFTWARE” Limited company to you and as such though such funds will not be legally protected in the event of an insolvency event such a payment by you shall create a duty on the part of the “BIDSET SOFTWARE” Limited company to account for such money by way of a debt owing from the “BIDSET SOFTWARE” Limited company to you until the exact moment of downloading by you of the software and/or application file with the Method and/or Method description.   1. **Dormant User Accounts & Administration**   11.1 “Dormant” User Accounts are defined as User Accounts which are not accessed by you and used for purchase and payment for the Method for any consecutive period of 180 days.  11.2 Once your User Account reaches a “Dormant” consecutive period of 180 days zero then your User Account will be closed.   1. **MONEY BACK GUARANTEE**   12.1 You are entitled to an unconditional cancellation of your purchase, and of the End User Agreement, and also to return back for all of your payments made to us for purchasing the Method during the first 14 (fourteen) days from the payment moment, but not later than the moment when the purchased Method will be used by you at least once and will generate at least one-time winning in any played by you Roulette game, and in accordance with our Money Back Guarantee Conditions, in reference with the clause 12.3 and upon provision of a copy of valid photographic identification and/or credit/debit card to our satisfaction. The unconditional cancellation period for your purchase and for the End-User Agreement and the period of unconditional option to return of the paid to us money will expire after 14 (fourteen) days from the date your payment for the purchased form us the NUMBERS ROULETTE Method.  12.1.1. In order to exercise the right to unconditional cancellation of your purchase, of the End-User Agreement and of the unconditional possibility to paid by you to us funds return, you, in the period of the first 14 (fourteen) days from the date of your payment for the purchased form us Method, according to the conditions and rules of Money-Back Guarantee, as described in paragraph 12.3, you must inform us about your decision of the purchase and User-Agreement cancellation using an explicit appeal in our name (to us) (as example - using an appeal sent by mail, fax or e mail). For this purpose you can use a free form, but with containing the copy of a valid document proving your identity with a photo identity card and/or a credit/debit bank card to our satisfaction. In order to meet the deadline for the purchase cancellation is enough for you to send us a message, regarding the use of your revocation right, until the end of the cancellation period.  12.2 Where your card issuer allows, your funds may be returned to the credit or debit card account which was used for the original placement of the payment. A bank check or bank wire will only be issued in the Name, and where a payment has been made by credit or debit card this must also be the same as the name of the registered cardholder.  12.3 When you will decide to use the Money Back Guarantee possibility, in order to be eligible and use your right for the Money Back Guarantee, you must perform the next steps and send us the next documentation, during the first 14 (fourteen) days from the payment moment:  (i) Send a claim letter to the [support@numbersroulette.com](mailto:support@numbersroulette.com) e-mail address, in which it will be indicated written the exact motivation of your decision demand your money back and to claim the Money Back Guarantee;  (ii) Must attach to your claim letter a document copy for one of yours valid photographic identification (passport, driving license etc.) where is provided also your exact living address, or by the case, having attached a copy of a document (water bill, electricity bill etc.) issued maximum 30 days before, where it seen your name and address and having attached a copy of your credit/debit bank cards front and back (on the back the CVV number must be not visible, should be masked or hided by the case) which was used for the Method purchase.  (iii) Must attach to your claim letter a copy of the bank confirmation (account extras), where it seen your transactions details for the payment for the Method purchase  (iv) Must attach to your claim letter an original prove that you did not win in all of your games, where the Method was used by you and/or a Guarantee that you never used the Method in any game.  12.4 The “BIDSET SOFTWARE” team will analyze your claims and provided documents as attachments to your letter in maximum 24 hours after receiving. If the provided documents will be approved and the provided, as per the clause 12.3 (iv), video proof will be accepted, you will receive back your payment used for the Method purchase, during the next 48 hours.  12.5 We reserve the right to refuse any claim for Money Back Guarantee, if the claim is not strictly comply with the clause 12.3 and/or the provided documents are considered untrue or false, or the User did non respect exactly, during the Method usage, all of the Method Steps, Rules, Conditions and/or Recommendations, as those Method Steps, Rules, Conditions and/or Recommendations are included in the application file and any file with the Method and or Method description, which was downloaded by the User.  12.6 All bank charges that the “BIDSET SOFTWARE” Limited company incurs arising from or in connection with any of your payment transactions shall be borne and reimbursed by you and the “BIDSET SOFTWARE” Limited company is entitled to deduct and offset the foregoing from your account as the case may be.  12.7 The “BIDSET SOFTWARE” Limited company will use its reasonable endeavors to return the user’s funds, considering the Money Back Guarantee, using their preferred method. However, where necessary to comply with local laws, regulations and to ensure both parties’ security, we reserves the right to use the most appropriate payment method determined at the “BIDSET SOFTWARE” Limited company’s absolute discretion.  12.8 If you did claim for a Money Back Guarantee from us and you did receive back the money you’ve paid to us for a Method purchase, it became your solely responsibility to delete all of the Method files and descriptions in electronic, written and other form and you grant to us that you’ll never use the Method and/or you will never show, transmit and/or tell about the Method or the Method itself to any other person. In case that you will not delete all of the related to Method materials and the Method itself, you will continue to use the Method, you will disclose any information about the Method or the Method itself to any other person, the “BIDSET SOFTWARE” Limited company will be in right to ask from you penalties and compensations as for moral and/or material damage at minimum level of 100 000 (one hundred thousands) US Dollars.   1. **Promotions and Bonuses**   13.1 All promotions, bonuses or special offers are subject to these Terms and Conditions and any promotion-specific terms and conditions that the “BIDSET SOFTWARE” Limited company may introduce from time to time in conjunction therewith. The “BIDSET SOFTWARE” Limited company reserves the right, to suspend, withdraw or modify such bonuses or promotions and/or the specific terms and conditions governing the same at any time.  13.2 All promotions can only be claimed once per person, household, family, household address, those to whom it was specifically emailed, credit card number, or shared computer environment such as a library, workplace, fraternity or university.  13.3 Unless specifically stated otherwise no two promotions can be used in combination and promotions only apply to the Method’s price and/or payments for the Method.   1. **Indemnity**   14.1 You agree to fully indemnify the “BIDSET SOFTWARE” Limited company, its shareholders, employees, officers, directors, licensees, distributors, affiliates, subsidiaries, agents for any loss, damage or claim (including reasonable legal fees) in relation to the foregoing that may be incurred as a result, or in consequence of, your access to the Website(s), downloading or installation of the Method, purchase of the Method and/or other use of the Services, Method and/or Information, and/or by reason of any breach of any of these Terms and Conditions.   1. **Disclaimers and Specific Warnings**   15.1 Purchasing of the Method is entirely at your sole option, judgment, discretion and risk. By purchasing the Method, you acknowledge that you do not find the Method, Services, Website(s) and Information to be offensive, objectionable, unfair or indecent. We do not intend that anyone should use and access the Method, Website(s), Information and/or the Services where such use or access is illegal. The availability of the Method, Services, Information and the Website(s) should not be construed as an offer, solicitation or invitation by us to use or access the foregoing in any country in which such use or access is illegal. Compliance with any laws applicable to you is entirely your own responsibility the “BIDSET SOFTWARE” Limited company makes no representation whatsoever that the Method, Services, Website(s) or the Information therein comply with any laws applicable to you.  15.2 The Services, Method, Website(s) or the Information are provided on an "as is" basis. Save as expressly provided in these Terms and Conditions, the “BIDSET SOFTWARE” Limited company makes no representation or warranty of any kind in respect of the Services, Website(s), Method and the Information contained therein. To the maximum extent permitted by law, any representation or warranty, whether express or implied, statutory or otherwise in respect of the Services, Method, Website(s) and Information is hereby excluded. The “BIDSET SOFTWARE” Limited company does not warrant that the Services, Method, Website(s) or the Information will be accurate, timely, secure, free of interruptions or errors or external interference of any nature, or that any identified defect will be corrected. The “BIDSET SOFTWARE” Limited company does not warrant that the Services, Method, the Website(s), the Information or servers that make them available are free of computer viruses spyware, adware or other malicious, destructive or corrupting code, program, data or macro or any other features that may affect any Device(s) and/or data contained within. You undertake to take your own precautions (at your own expense) to ensure that the processes, measures and/or Device(s) which you employ for using or accessing the Services, storing/viewing/printing of the Method and using the Website(s) do not expose you to the risk of computer viruses, spyware, adware or other malicious, destructive or corrupting computer code or other forms of interference or damage to your own computer system, any other Device(s) or data contained within.  15.3 The “BIDSET SOFTWARE” Limited company shall in no event be responsible or liable for any damages, loss or expense, including any interference or damage to your Device(s) or data contained within, in connection with your access to, use of or participation in the Services, Website(s), Method and the Information. The “BIDSET SOFTWARE” Limited company further fully disclaims any and all warranties, representations and responsibilities in respect of any aspect of the Services, Website(s), Method and the Information, which may be provided by third parties, including but not limited to broadband service providers and telecommunication providers, and shall not on any account be liable for any default, breach or inaction of such third-party partners.  15.4 The “BIDSET SOFTWARE” Limited company, its affiliates, partners, officers, employees and agents shall in no event be responsible or liable for any damages, loss or expense, including without limitation direct, indirect, consequential or special damage or economic loss arising from or in connection with the Method’s purchase, your access or use of the Services, Website(s), Method and the Information, or your loading, storing, viewing or printing of the Method regardless of whether has been the “BIDSET SOFTWARE” Limited company advised of such a possibility or not. In any event to the maximum extent permitted by law, the “BIDSET SOFTWARE” Limited company's total liability to you, if any, for any loss or damage (whether on the basis of contract, tort, strict liability or otherwise) relating to, or arising from, any and all matters, events or circumstances directly pertaining to any payment made by you to us, shall not exceed the amount of the respective payment made by you. Nothing in these Terms and Conditions shall exclude or limit the “BIDSET SOFTWARE” Limited company’s liability for:  (i) death or personal injury caused by the “BIDSET SOFTWARE” Limited company’s negligence;  (ii) fraud or fraudulent misrepresentation; or  (iii) any liability which cannot be excluded or limited under applicable law.  15.5 You acknowledge that part or all of the Information may be provisional in nature and may be subject to revision, change or modification, as provided in these Terms and Conditions. You therefore acknowledge that the Information is provided solely for reference and does not constitute advice or solicitation, and is not the subject of, and shall not constitute the basis of any binding representation, warranty, contractual obligation, or reliance on your part of any nature.  15.6 You hereby acknowledge and agree that all disclaimers and exclusions of liability contained in these Terms and Conditions represent a fair and reasonable allocation of the risks and benefits of the agreement between you and the “BIDSET SOFTWARE” Limited company, taking all relevant factors into consideration, including without limitation the value of payment for the Method procurement provided by you to the “BIDSET SOFTWARE” Limited company. You further agree that these disclaimers and limitations shall be enforceable to the fullest extent permitted by applicable law.   1. **Reservation of Rights, Termination, Account Closure or Service Suspension**   16.1 In addition to other rights available to the “BIDSET SOFTWARE” Limited company under this Agreement, the “BIDSET SOFTWARE” Limited company reserves the right, in its sole discretion, to terminate the Agreement and/or to suspend the provision of the Services/deactivate your account and/or suspend the Method usage permission and/or License if we will have the reasonable grounds to believe or establishes any of the following:  (i) you have more than one active account on the [www.numbersroulette.com](http://www.numbersroulette.com/) site;  (ii) the Name does not match the name on the credit or debit card(s) or other payment accounts used to make purchases on the [www.numbersroulette.com](http://www.numbersroulette.com/) site;  (iii) you provide incorrect or misleading registration information;  (iv) you have failed or neglected to provide the requested identification information;  (v) you are not of Legal Age;  (vi) you access and participate in the Services from a jurisdiction where participation in the Services is prohibited by law;  (vii) you are depositing money originating from criminal or other illegal or unauthorized activities;  (viii) you have allowed or permitted (intentionally or unintentionally) someone else to use your account and/or the Method;  (ix) you fail to comply with any of these Terms and Conditions.  (x) you have acknowledged that you are, or we reasonably believe you to be, suffering from a problem relating to gambling addiction.  16.2 We reserve, at our sole discretion, the right to:  (i) refuse to register any applicant for registration on the Website  (ii) refuse to accept any payment;  (iii) change, suspend, remove, modify or add any product for sale.  (iv) We reserve the right to make inquiries on you, including credit checks, with third party credit and financial institutions, in accordance with the information you have provided us with. We also reserve the right to request information on source of funds.  (v) We may at any time disclose certain personal information of yours to third parties in accordance with our Privacy Policy, which is set out in full in our Privacy Policy   1. **Complaints**   17.1 Player complaints are taken very seriously by the “BIDSET SOFTWARE” Limited company, and allow us to learn from our mistakes. If you have a complaint or are experiencing a difficulty with the Method, please first raise your complaint with our Customer Support team by sending it written via email at the [support@numbersroulette.com](mailto:support@numbersroulette.com). If you do not feel that your complaint was dealt with satisfactorily in the first instance, we would ask you to contact us again to take a further look at your complaint, which will again be reviewed by our Customer Support Team.   1. **Links to External Websites**   18.1 The Website(s) may contain links to external websites outside the Website(s) which are not maintained by the “BIDSET SOFTWARE” Limited company. Links to external websites are provided for your convenience only, and the “BIDSET SOFTWARE” Limited company is not responsible for and does not undertake to ensure that contents of such links are accurate, current or maintained.  18.2 The “BIDSET SOFTWARE” Limited company, is not responsible nor liable, has not provided or reviewed, does not approve or endorse, and makes no representations or warranties in respect of the contents or the privacy practices of the external websites, any products or services which may be advertised, sold or otherwise made available on such external websites.  18.3 The “BIDSET SOFTWARE” Limited company shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your use of any link to external websites provided on the Website(s).  18.4 Unless expressly provided, the “BIDSET SOFTWARE” Limited company shall under no circumstances be considered to be associated or affiliated with any statement, opinion, trade or service marks, logos, insignias or other devices appearing on external websites, or any products or services which may be advertised, sold or otherwise made available on external websites, or with the operators or owners of external websites or any person who may be related to any external websites in any manner whatsoever.   1. **Adding or Discontinuing Method**   19.1 We reserve the right to, without liability to any party, in our sole discretion and without notice to you, to add new version of Method or functions to the Website(s) or to commence, cease, discontinue, restrict access to or modify any of the Methods or other our products at any time.   1. **Violations of these Terms and Conditions**   20.1 The “BIDSET SOFTWARE” Limited company reserves the right to seek all remedies available at law and in equity in respect of any violation of these Terms and Conditions, including the right to deny or restrict access to the Method, Services, Website(s) and Information to any particular person, or to block access from a particular Internet address or through other Device(s) to the Method, Services, Website(s) and Information, at any time and at its sole and absolute discretion, without providing any reasons whatsoever.   1. **Prevalence**   21.1 The “End-user Agreement”, where applicable, and any other terms and conditions governing the use of and access to the Method, Services, Information and the Website(s) shall form an integral part of these “Terms and Conditions".  21.2 In the event that there is any conflict between the provisions of the “End-user Agreement” and any other terms and conditions governing the use of and access to the Services, Method, Information and the Website(s) and these “Terms and Conditions”, unless expressly provided otherwise, these “Terms and Conditions” shall prevail.   1. **Force Majeure**   22.1 If the “BIDSET SOFTWARE” Limited company fails or is in delay with the performance of any obligation under these Terms and Conditions due to the occurrence of events of whatever nature which are beyond the “BIDSET SOFTWARE” Limited company's control, including, but not limited to: an Act of God, changes in applicable laws or regulations, action or inaction of governmental, civil or military authority, court orders, act of terrorism, lightning or fire, strike, lockout or other labor dispute, flood, draught, war, riot, theft, transmission or system failures, failure or interruption in the provision of telecommunications or broadband services, failure or shortage of power supplies or equipment, inclement weather, earthquake and natural disasters, such failure or delay does not constitute a breach of these Terms and Conditions. You agree to take all necessary action to minimize the consequences of any such cause.   1. **Waiver**   23.1 Failure by the “BIDSET SOFTWARE” Limited company to enforce at any time any of the provisions hereof shall not be construed or deemed to be a waiver of the “BIDSET SOFTWARE” Limited company's rights hereunder or in any way affect the validity of the whole or any part of these Terms and Conditions, or prejudice the “BIDSET SOFTWARE” Limited company's rights to take further action.   1. **Severability**   24.1 In the event that any or any part of the terms, conditions and provisions shall be determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.   1. **Governing Law and Jurisdiction**   25.1 You agree that your access to and use of the Services, Website(s), Method, the Information and the interpretation these Terms and Conditions shall be governed by and construed in accordance with the laws of Romania.  25.2 Any claim arising out of or in connection with these Terms and Conditions:  (i) if commenced by you, shall be referred to and finally resolved by the International Commercial Arbitration Court of the Chamber of Commerce and Industry of the ROMANIA in accordance with the International Commercial Arbitration Court of the Chamber of Commerce and Industry of the ROMANIA Rules for the time being in force which rules are deemed to be incorporated by reference to this clause. The language of the arbitration shall be the official language of Romania.  (ii) if commenced by the “BIDSET SOFTWARE” Limited company, shall be either, at the sole option of the “BIDSET SOFTWARE” Limited company:  a) referred to and finally resolved by arbitration as per clause 25.2(i) above; or  b) For this purpose, you hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Romania, provided always that such submission shall not affect the right of the “BIDSET SOFTWARE” Limited company to take such legal action or proceedings in any other jurisdiction, nor shall the taking of such legal action or proceedings in any jurisdiction preclude the “BIDSET SOFTWARE” Limited company from taking such action or proceedings in any other jurisdiction. |