



www.SaratogaBets.com

Powered by eBet Technologies, Inc.

TERMS AND CONDITIONS

The New York State Racing and Wagering Board, as well as the Oregon Racing Commission, have approved this service. It is not intended to be an offer or solicitation in those states where prohibited.

Please read the following thoroughly and with great care and attention. If you disagree with any of the terms and conditions, we ask that you do not use this site or service.

This website, www.SaratogaBets.com, is powered by eBet Technologies, Inc. in conjunction with Saratoga Gaming and Raceway. It should be clear that SaratogaBets is approved by the New York State Racing and Wagering Board.

It is understood and agreed by you the reader that hereinafter the use of the verbiage of SaratogaBets, Saratoga Gaming and Raceway, SGR, SaratogaBets.com and/or eBet Technologies, Inc. is one in the same, interchangeable and contain the same meaning.

Your access to and use of the website is subject to the following terms and conditions of use and all applicable State and Federal laws. By accessing the website, you accept, without limitation or qualification, these Terms and Conditions. Please note that section headings are for your convenience only and have no legal effect.

PRIVACYPOLICY

For the privacy and protection of account holders, SaratogaBets or eBet Technologies Inc. will not disclose any information regarding an account holder's betting activity unless required by law.

By law, each account holder must immediately notify SaratogaBets of a change in the state of residency by calling 1-855-445-4414 and by submitting a signed account information change form. If an account holder moves to a state where the State of Oregon, the State of New York, or Federal law prohibits wagering activity for any reason, SaratogaBets is required to terminate the account and return all remaining funds.

SaratogaBets accounts are for the personal use of the registered individual account holder only and are not transferable.

SaratogaBets reserves the right to void any wager if there is reason to believe that someone other than the registered account holder placed a wager via SaratogaBets.

In order to protect your account from unauthorized access, repeated attempts to access an account with an incorrect PIN or account number will result in your account being locked. To unlock your

account, you will need to contact the SaratogaBets Business Office at 1-855-445-4414 who will ask you a series of questions including your PIN to verify your identity. For your protection, do not disclose your PIN to anyone unless you have called the SaratogaBets Business Office directly.

All SaratogaBets telephone conversations and transactions are recorded and confidentially stored to protect the customer. SaratogaBets will resolve disputes, whether account or betting related, after a review of any recorded conversations and any record generated by SaratogaBets, eBet Technologies, Inc. and Amtote wagering systems. If the account holder is not satisfied with the determination of SaratogaBets, the account holder may contact the New York State Racing and Wagering Board at 1-518-395-5400.

APPLICATION REQUIREMENTS

Upon acceptance and completion of the application process, you will become an account holder. By becoming an account holder, you certify, agree and accept the following:

- You have read and agree to use the account in accordance with the Terms and Conditions set forth and acknowledge any and all other agreements between you and SaratogaBets, including SaratogaBets privacy policy.
- You represent and warrant that you are at least 18 years of age.
- You will provide SaratogaBets with accurate and complete primary residential information including your full legal name, residential address, telephone number, completed IRS W-9 certification and email address as required on the Account Application/Identification Verification Form.
- Each applicant will be required to submit proof of identification in accordance with the SaratogaBets List of Acceptable Documents That Establish Identity.
- Any changes to the above-mentioned account information must be reported in writing to SaratogaBets within ten (10) days after such change.
- You will provide SaratogaBets with an accurate and correct social security number and date of birth.
- You agree to pay all charges posted to your account for the services provided under this Agreement.
- Procedures for cancellation of this agreement are provided below.
- You authorize SaratogaBets to verify account holder information provided using a third party consumer database.
- This authorization will remain in effect and SaratogaBets may verify your account holder information periodically, until such time as you notify SaratogaBets, in writing that you wish to cancel your account.
- You agree to allow SaratogaBets to use your information to open an advance deposit wagering account on your behalf as required by law or contract.

DEPOSITS

Deposits to your account can be made by cash, credit card, debit card, personal check, money order, cashier's check, bank wire transfer and EFT bank transfer. As SaratogaBets adds additional methods of deposit, we will notify our customers.

Cash is accepted for deposits at designated mutuel windows located at Saratoga Gaming and Raceway, 342 Jefferson St., Saratoga Springs, New York 12866.

SaratogaBets accepts personal checks in person at a designated mutuel window located at Saratoga Gaming and Raceway or mailed to the SaratogaBets Business Office in Oregon. All personal checks mailed to the SaratogaBets Business Office are subject to a 5 (five) business day hold period to enable check clearance. All personal checks deposited at a designated mutuel window at Saratoga Gaming and Raceway, 342 Jefferson St., Saratoga Springs, New York must be verified through the Global Payments Check Guarantee process and are available for immediate deposit with a \$1 processing fee.

In the event a check is returned for any reason, all returned checks will be subject to a \$25.00 returned item service charge. If there are more than 2 (two) occurrences for receiving a returned item from an account holder, only cash deposits will be accepted from this account holder.

SaratogaBets accepts money orders and cashier's checks by mail to the SaratogaBets Business Office in Oregon. All money orders and cashier's checks are given immediate credit after confirmation of validity. In the event a check is returned for any reason, all returned checks will be subject to a \$25.00 returned item service charge.

Credit card deposits are credited upon authorization from the issuing bank, and are limited to \$1,000 per day, \$3,000 per seven days, and \$5,000 per 30 days. Please note that additional restrictions and regulations may apply for certain jurisdictions. SaratogaBets reserves the right to enforce additional restrictions at its sole discretion. Deposits by credit or debit cards may be made only by the account holder and if gambling transactions are permitted by your financial institution, by calling the SaratogaBets Business Office at 1-855-445-4414.

Bank wires can be used by the account holder to facilitate a deposit. Once your SaratogaBets account is open, you can make a deposit by sending us a wire from your bank by utilizing the following data to facilitate the wire:

Bank Name : NBT Bank

Bank Address : 295 Broadway

Bank Address : Saratoga Springs, NY 12866

Bank Phone Number : 518-587-0330

Wire Routing Number: Contact the SaratogaBets Business Office for the routing number.

Account Name: Saratoga Harness Racing, Inc.

Account Number: Contact the SaratogaBets Business Office for the account number.

Include account holder's full name and account number. You will be charged a processing fee of \$15 by SaratogaBets' bank which will be deducted from the amount you wired. When the SaratogaBets Business Office is notified that the wire has been received, the funds will be immediately deposited into your account.

EFT (electronic fund transfer) can also be used to facilitate a deposit. The account holder, once signed into his/her secured account, will request to make a deposit via the EFT method. This online request will prompt him/her for the amount of the requested deposit, the routing number of his/her bank account, his/her bank account number and the name on the bank account (which must match the name of the wagering account holder of record). After a 7 business day hold, the funds will be

released and deposited into the player's account for wagering. A 3% fee will be charged to your bank account for the transaction. A \$26 fee will be charged for any returned EFT deposits. If there are more than 2 (two) occurrences for receiving a returned item from an account holder, only cash deposits will be accepted from this account holder.

WITHDRAWALS

Withdrawal requests can be facilitated by mailing, faxing or hand delivering a withdrawal request form to the SaratogaBets Business Office in Oregon or at a designated mutuel window at Saratoga Gaming and Raceway with acceptable photo ID.

All mailed or faxed withdrawal requests are processed from the SaratogaBets Business Office within five business days of request and drafted in the account holder's legal name, and sent to the account holder's official address on file.

In addition to the above listed methods, the account holder can request a withdrawal by means of a bank wire or EFT transfer.

For a bank wire, the account holder can make a withdrawal by utilizing the following procedures:

- Log into your wagering account.
- Click on the red "Fund" tag located in the upper right corner of the wagering interface.
- Under the withdrawal section click the option of "Bank Wire".
- You will then be prompted to acknowledge a fee. If you wish to pay the fee you will need to click on the "proceed" tab. If you do not wish to proceed, click "cancel" which will take you back to the list of withdrawal options.
- Upon proceeding you will be requested to provide a list of data including but not limited to your personal information, address, amount of wire, and bank name and address. All data requested must be completed.
- Click "Proceed".
- Verify information you entered. Once verified click "Proceed".
- Wait for the transaction confirmation page.
- Print the confirmation page from your records.

Notes: A Customer Service Representative will process your wire request the next business day. SaratogaBets will deduct from your wagering account a \$20 wire transfer fee. If \$20 is not available in your account to cover this fee, the wire will not be processed. Also please check with your bank for any charges they may have.

Wires returned to transmitting entity will be charged \$25.

You can also withdraw available funds via an Electronic Bank Transfer, commonly referred to as an EFT, by utilizing the following procedures:

- Log into your wagering account.
- Click on the red "Fund" tag located in the upper right corner of the wagering interface.
- Under the withdrawal section click the option of "EFT".
 - Enter the amount you would like to transfer from your players account to your bank account.
 - Enter the routing number (see example on bottom of page).
 - Enter your bank account. (see example on bottom of page)
 - Choose whether it is a checking or savings account.
 - Enter the bank account holders name as it appears on your check.
 - Choose whether it is a personal or business account.

- Click "Proceed".
- Verify information you entered. Once verified click "Proceed".
- Wait for the transaction confirmation page.
- Print the confirmation page for your records.
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Only the SaratogaBets account holder can transact EFT withdrawals on the account.

Notes: Funds are available within 2 business day of processing the transaction.

SaratogaBets will not charge any fees to use the EFT method. Please check with your bank for any charges they may have.

WAGERING

Account holders may place wagers with SaratogaBets by telephone or through the internet at www.SaratogaBets.com. Account holders may only wager up to the balance of their wagering accounts.

All approved wagers are withdrawn from the account holder's wagering account prior to submission of the wager. Credits for winning wagers are deposited into the account holder's wagering account after the official results have been posted by the host track.

SaratogaBets reserves the right to reject any wager for any reason at its sole discretion. All wagers placed from non-betting jurisdictions shall be rejected.

All denied or rejected wager requests due to tote error, track error, communications complications, pool merge failure, or any other technical difficulties shall be cancelled, and the betting amount refunded to the account holder's account. SaratogaBets reserves the right to cancel any bet and refund the bet amount to the account holder's account.

In the event the wagering information (wager) an account holder provides to SaratogaBets via eBet Technologies, Inc. is not transmitted to, received by, or otherwise accepted by the host racetrack for any reason (including, but not limited to mechanical, communication and human error or failure), no wager will have been placed (or deemed to have been placed) on behalf of the account holder at the track and no money will be debited from the account holder's account. Under no circumstances will SaratogaBets or eBet Technologies, Inc. "book" the wager, or otherwise be held responsible for the information not being transmitted to, received by, or otherwise accepted by the racetrack.

SaratogaBets reserves the right to refuse any wager or terminate an account at any time and for any reason.

In the event multiple "official" prices are posted by the racetracks (as a result of miscalculation of payoffs by the track, an error by the state judges, or any other reason), SaratogaBets will ascertain the final "official" prices from the racetrack and will make any adjustment to its account holders accounts necessary to correct any incorrect debits or credits made to the account holders account as a result of receiving the non-final "official" prices.

All wagers are made through the AmTote wagering system and are sent into combined pools at the host track. Minimum wagers are determined by the "host" track rules as offered by the host track's tote system. Wagers cannot be cancelled once they have been verified and accepted by the account holder and/or once the phone call is terminated or submitted via the wagering interface. Proceeds from successful wagers will be credited into your account as soon as each race is posted as "official". The SaratogaBets account bears no interest.

Requests for information, questions, account reconciliation, withdrawals, etc. must be made to the

SaratogaBets Business Office at 1-855-445-4414.

TAX REPORTING'S AND WITHHOLDINGS

In accordance with IRS laws, any wager resulting in winnings of \$600.00 or more must be reported to the Internal Revenue Service, if the amount of winnings is at least 300 times the amount wagered. In addition, any wagers resulting in winnings over \$5,000.00, are subject to reporting and withholding if the amount of winnings is at least 300 times the amount wagered. All winnings subject to reporting and/or withholding shall be reported and/or withheld by SaratogaBets and a copy of the W2-G Form summarizing the information shall be sent to the account holder for tax purposes.

USE OF THE SERVICE

Only authorized ACTIVE account holders shall have access to services provided by SaratogaBets and eBet Technologies, Inc. Any wagers placed by a person other than the account holder is strictly prohibited and will give SaratogaBets the right to terminate your account immediately. You are legally responsible for all wagers placed from your account using your account identification number and PIN over the phone or online with you bearing full responsibility for maintaining the confidentiality of your account number, PIN and password.

Account holders shall not use the service, or permit others to use the service, in any way that violates any Federal or State Laws or Regulations. Violations of Federal or State Laws may subject account holders to civil and/or criminal penalties.

Any account with no account wagering activity during a period of 36 consecutive months will be deactivated and distributed in accordance with Section 1012 of the New York State Racing Law. Only active wagering accounts will have access to the online services. Active is defined as wagering activity commensurate with corresponding usage of services.

Account holders shall be responsible for all charges to their accounts. SaratogaBets will not be responsible, under any circumstances, for any unauthorized usage of an account holder's advance deposit wagering account with SaratogaBets licensed online wagering platform or the SaratogaBets mobile wagering application (when applicable).

ACCOUNT HOLDERS ARE ADVISED THAT IN THE EVENT OF A CRIMINAL INVESTIGATION BY STATE OR FEDERAL AUTHORITIES OR REGULATORY INQUIRY PURSUANT TO SARATOGABETS LICENSES, THE ACCOUNT HOLDER WAIVES ANY AND ALL RIGHTS TO ACCOUNT HOLDER INFORMATION AND DATA IN SARATOGABETS' POSSESSION, AND ACCOUNT HOLDER SPECIFICALLY AUTHORIZES SARATOGABETS TO DISCLOSE SAID DATA AND INFORMATION TO LAW ENFORCEMENT AUTHORITIES. ACCOUNT HOLDER RELEASES SARATOGABETS OF ALL LIABILITY IN THIS REGARD TO THE FULL EXTENT POSSIBLE BY LAW.

LIMITATION OF LIABILITY

Although SaratogaBets diligently updates all track and wagering information periodically, in no way shall SaratogaBets be liable for damages whether direct, indirect, incidental, exemplary, punitive, special or consequential, including, but not limited to loss of revenue, anticipated profits or other economic loss, whether foreseeable or not, in connection with or arising out of the availability, existence, furnishing or functioning of any services or information provided, including but not limited to omission or misstatements of track program, past performances and late changes of race information.

In addition, with multiple processing of complex data and reliance upon information acquired from

multiple sources, errors and omissions can and do occur despite commercially reasonable efforts to avoid them. SaratogaBets expressly disclaims any responsibility or liability for any loss or damages resulting to you, the player, or to any third party from errors or omissions in the data provided.

SaratogaBets shall not be liable for any loss or damage, delay in performance or nonperformance caused by equipment malfunction or breakdown, information inavailability, strikes or other labor disputes, riots, fire, insurrection, war, failure of carriers, the elements, accidents, acts of God, or any other causes beyond SaratogaBets' control whether or not similar to the foregoing.

SaratogaBets may, in its sole discretion, modify, alter or discontinue the service or limit, terminate or suspend account holder use of the account as per New York State Racing and Wagering Board Rules and Regulations.

SaratogaBets encourages responsibility in gambling behavior. If you or anyone you know has a gambling problem, or suspect they may have a gambling problem, please contact the National Council of Problem Gambling toll free at 1-800-522-4700.

All account wagering rules, policies, terms, conditions and procedures are subject to change by SaratogaBets at any time. It is the account holder's responsibility to be aware of all betting rules, policies, terms, conditions and procedures, including any subsequent changes.

**IFYOUDISAGREEWITHANYOFTHE TERMSORCONDITIONSOFUSEOFTHIS SITE OR
SERVICEDONOTOPENANACCOUNTORWAGERONTHIS SITE!**

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