Sections relevant to betting rules:

#### 7 BETS

- 7.1 In making a bet, the Player will determine the amount of his own stake, subject, to the following:
- (a) the restrictions on winnings permitted under Clause 10;
- (b) the restrictions on bets set out in this Clause 7.1;
- (c) the minimum and maximum amount of any bet will be as indicated on the Betting Platform;
- (d) if a Player places a bet, the stake for which would exceed any limits adopted pursuant to this Clause 7.1, such bet will be void; and
- (e) the restrictions on bets and winnings as set out in Clause 12.
- 7.2 If a bet is not made in full or if details of it are missing, the Betting Platform Provider may, at its discretion, deem such bet to be void.
- 7.3 A Player will not be entitled to make multiple bets which combine different selections within the same event. In the event that such a bet is accepted in error, it will be void.
- 7.4 Subject to Clause 7.5, a Player may send multiple copies of the same bet in which case all such bets will be treated as separate bets. If a Player submits a number of bets (whether identical or different), they will be dealt with by the Betting Platform Provider in the order in which they are received.
- 7.5 The Player must make their bets as an individual. The Betting Platform Provider will be entitled to reject and treat as void a series of identical bets from different Players or where the Betting Platform Provider suspects that Players are acting in collusion or as a syndicate with any other individual(s) and will be entitled to refuse payment of any winnings.
- 7.6 Bets on events in which the Player is participating (and whether a Player is participating for this purpose will be decided by the Betting Platform Provider in its absolute discretion) are not permitted.
- 7.7 In making a bet, the Player represents and warrants to the Betting Platform Provider to not knowing nor having any influence over the outcome of the event in respect of which the bet is made. If the outcome is known, the Betting Platform Provider may treat the bet as void.

  7.8 The Betting Platform Provider reserves the right to make any amendments or corrections to any event information (including but not limited to the team names, event time, venue, league title) displayed on the Betting Platform at any time. In such circumstances an electronic announcement will be displayed on the Betting Platform. The Player acknowledges and agrees that the prices, odds or handicaps in respect of any event displayed or broadcasted to the Player may differ or vary from those being displayed or broadcasted to any other end user player or any group of them. In this regard the Betting Platform Provider has the right, at any time and from time to time, in its absolute discretion and without giving any reason or advance notice, to display or broadcast prices, odds or handicaps in respect of any event to the Player that is different from those being displayed or broadcasted to any other end user player or any group of them.
- 7.9 In order to make a bet, there must be available Bet Credits in the relevant Player's Account equal to or exceeding the amount of the stake. If the Player's available Bet Credits do not cover the aggregate stakes wagered at any one time, the Betting Platform Provider will refuse the bets. In these circumstances, the Player must limit their bets to their available Bet Credits or re-credit their Account through the Associate before they can place the bets in full.
- 7.10 All prices, odds or handicaps quoted are subject to variation and become fixed only at the time when a bet is accepted by the Betting Platform Provider. Where a manifest error (whether caused by human error or otherwise) or systems failure results in incorrect prices, odds or handicaps being offered, or produces incorrect or erroneous game results, any bet (or part of a bet) made on the basis of them will be void. If such error is noticed beforehand, the Betting Platform Provider will use all reasonable endeavour to notify the Player concerned in order to enable him to place another bet at

the correct prices, odds or handicaps and, in the case of interactive betting games, the Betting Platform Provider will immediately void the game and return all bets placed to the Player's Account.

- 7.11 Where a bet is settled incorrectly due to, for example, an erroneous result being recorded on the Betting Platform, such settlement will be invalid and reversed. If the Player has insufficient Bet Credits to permit such a reversal, they will be required to return the erroneously credited Bet Credits to the Associate in accordance with Clause 12.6.
- 7.12 The Betting Platform Provider may, at any time, in its absolute discretion and without giving any reason or advance notice, suspend a market, cease betting on a market, refuse to accept any bet or any part of a bet and/or suspend or close any Player's Account.

## **8 PLACING A BET**

- 8.1 Bets may only be placed via the Betting Platform or the WAP Platform or such other betting platforms employed by the Betting Platform Provider unless an alternative prior arrangement has been made with the Betting Platform Provider (the "Betting Method").
- 8.2 A bet is accepted only when confirmed by the Betting Platform Provider via the Betting Method (that is, when the bet appears in the bet list of the Player's Account under the item "Accepted" and an identification number has been allocated to it).
- 8.3 If a bet is declared "**invalid**" or "**void**" for the purposes of these terms and conditions it will be evaluated at odds of 1.00. For individual bets, the stake will be refunded with 1.00 odds to the Player's Account. For combination bets, the total odds of the combination bet will be recalculated with 1.00 odds of the selection that has been declared invalid or void.
- 8.4 The deadline for placing bets will in each case be determined by the Betting Platform Provider. Notwithstanding the foregoing, if a bet (other than a Live bet as stated on the Betting Platform) is placed after the commencement of the event in respect of which the bet is made, the bet will be invalid and will be evaluated at odds of 1.00. For events for which no official start is declared, the generally advertised start time (as determined by the Betting Platform Provider) for the event will be deemed to be its commencement time. Disputes over the times when bets are placed will be finally settled by reference to the Betting Platform Provider's transaction log.
- 8.5 The Player will be responsible for ensuring that their bets are correct. Bets placed and accepted within the relevant time limit may not be revoked or changed except as expressly provided in these terms and conditions.
- 8.6 The Betting Platform Provider assumes no responsibility for:-
- (a) typing, transmission and/or evaluation errors in respect of any bets and will be entitled (after the event, if necessary) to correct manifest errors relating to odds or the reporting of results;
- (b) the accuracy, completeness or currency of the information services provided (in particular but without limitation, for information provided by third parties);
- (c) the accuracy of live scores, statistics and intermediate results in respect of all betting.

## 9 RESULTS AND EVALUATION OF BETS

The Betting Platform Provider will evaluate Players' Accounts depending on the result(s) of the bet(s) they place. In doing this, the Betting Platform Provider recognises only the official results achieved in the field of play and/or the outcome of the randomly generated results of the interactive games and/or the race events and/or the financial betting products for settlement purposes. Subject as otherwise provided in these terms and conditions, the Sports Betting Rules or Games Betting Rules or the Racing Betting Rules or the Financial Betting Rules (collectively referred to as the "Betting Rules & Regulations"), the winner of an event is the participant whom the relevant official decisionmaking body declares to be the official winner at the termination of the event (according to the time of the venue for the event), as reported on the official websites of the tournament organisers or by the relevant press agency or association of the country where the event takes place. In the case of Random Number Generator ("RNG") games, the Player acknowledges that the Betting Platform Provider's RNG and other randomly generated events are part of the

Betting Platform and that the Player agrees to accept such randomly generated results performed by the RNG, as final and conclusive. In the event of a manifest error and where the correct outcome is available on a video recording or in the public domain, the Betting Platform Provider shall use its best endeavours to determine the correct outcome to be used to determine the winner and/or the result of the bets placed. In such cases, the Betting Platform Provider's decision shall be final. Changes in results, rankings or the order of competitors made after that time for any reason whatsoever (including, without limitation, disqualification, disciplinary decision, tribunal or court decision or appeal) will be disregarded for the purposes of deciding the outcome of the bet. In case of any violation of sports or race laws, the Betting Platform Provider will be entitled to freeze and withhold any winnings for such period as it will think fit or indefinitely. (For more information see the Betting Rules & Regulations.)

## 10 CALCULATION OF, AND LIMITS ON, WINNINGS

10.1 For bets with fixed odds, the winnings are calculated by multiplying the stake by the prescribed odds or prices displayed at the time when the bet is accepted by the Betting Platform Provider.

10.2 Data representing winnings from settled bets will be reflected in the Player's Account as Bet Credits. Bet Credits cannot be transferred, substituted, or redeemed for any other prize. Any applicable taxes and fees in connection with any winnings are the Player's sole responsibility. 10.3 In certain circumstances, winnings on certain markets will be limited by the Betting Platform in accordance with limits set out by the Associate (as informed to the Player). Such limits are not controlled by the Betting Platform Provider and will simply reflect the position as agreed between the Associate and the Player. It is the Player's responsibility to check limits with the Associate if they are unsure of any applicable limits on winnings in any market. The Betting Platform Provider is not responsible for any dispute over its application of a limit to winnings imposed on an Account where such limit has been notified to the Betting Platform Provider as applicable to the Account by the Associate.

10.4 If more than one bet and/or a combination of single and combination bets is placed with the same selections and the Betting Platform Provider determines or suspects that they have originated from a single Player, one or more Related Parties of such Player or a group or syndicate of Players or their respective related parties acting in concert, without prejudice to any other remedies or rights the Betting Platform Provider may have in such circumstances, the Betting Platform Provider will be entitled to apply the relevant limits on winnings set out in this Clause 10 to the aggregate winnings on all such bets as if such bets were a single bet and/or to reduce the stake to the extent necessary in order to comply with such limits on winnings.

## 12 THE PLAYER'S REPRESENTATIONS

- 12.1 The Player represents, warrants and certifies that they have reached the age of 18 or the legal age required for gambling in the Player's jurisdiction, whichever is the greater. The Player also warrants that they will not access the Betting Platform from within a jurisdiction that prohibits gambling nor will they access (or establish) the Betting Platform at any time if they are a citizen of a nation state that prohibits its citizens from participating in gambling (regardless of their location). 12.2 The Player represents, warrants and certifies that they fully accept that all computer instructions and responses sent over the Internet to and from the Betting Platform and the Software will be binding on the Player.
- 12.3 The Player further represents, warrants and certifies that:
- (a) the Player is not prohibited from placing any bet by any term of the Player's contract of employment or any rule of an international or domestic body, organisation, association, federation or other such entity that governs or oversees any sport ("**Sport Governing Body**") which applies to the Player; and
- (b) the Player is not aware of any circumstances which would make the placing of any bet with the Betting Platform Provider a breach of a rule on betting applied by a Sport Governing Body; and

- (c) where the bet is placed on the outcome of a race, match, competition or other event or process or on the likelihood of anything occurring or not occurring (the "Event") the Player has no prior knowledge of or has no influence over the outcome of the Event.
- 12.4 In the event of any of the Player's representations in this Clause 12 proving to be false the Player's stake will be forfeit and the Betting Platform Provider shall not be obliged to pay any winnings which might otherwise have been payable in respect of that bet.
- 12.5 The Player understands that by using the Betting Platform they may lose money on bets placed and they accept full responsibility for such loss. The Player agrees that their use of the Betting Platform is at their sole risk.
- 12.6 Should Bet Credits be credited to or debited from a Player's Account in error, it is the Player's responsibility to notify the Associate of the error without delay. Any Bet Credits credited to the Player due to an error will be deemed invalid and in the event there are sufficient Bet Credits in the Player's Account, such Bet Credits will be immediately reversed by the Betting Platform Provider from the Player's Account. In the event that there are insufficient Bet Credits in the Player's Account, the Player shall immediately return the funds representing the erroneously credited Bet Credits to the Associate. Amounts credited to an Account in error are not available to bet with and the Betting Platform Provider reserves the right to void any transaction involving such Bet Credits. For the avoidance of doubt, where the Player has a credit balance and further Bet Credits available in their Account excluding the erroneously added Bet Credits. The Player agrees to indemnify the Betting Platform Provider for the return of any amounts representing erroneously credited Bet Credits that the Player has withdrawn.

#### 13 NO WARRANTY

- 13.1 The Betting Platform Provider will endeavour to provide the Betting Platform using its reasonable skill and care. The Betting Platform Provider makes no further warranty or representation, whether express or implied, in relation to the Betting Platform. Any implied warranties or conditions relating to satisfactory quality, fitness for purpose, completeness or accuracy are hereby excluded.
- 13.2 The Betting Platform Provider makes no warranty that the Betting Platform will meet the Player's requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Betting Platform or the server that makes it available are free of viruses or bugs, nor does the Betting Platform Provider make any warranty as to the full functionality, accuracy, reliability of the materials supplied by the Betting Platform Provider or results of the Betting Platform or the accuracy of any information obtained by the Player through the Betting Platform.
- 13.3 The Player should be aware that the quality of the internet connection to the Betting Platform and WAP Platform varies from Player to Player and may not be absolutely stable. The Betting Platform Provider is not responsible for any misplaced bets. All bets placed will be based on the bet records in our system.
- 13.4 The Betting Platform Provider carries out regular maintenance to the Betting Platform to ensure, as much as possible, that an optimum gaming experience is provided to the Player. During such maintenance sessions, the Player acknowledges and agrees that access to the Betting Platform may be limited to allow for such necessary repairs, maintenance or the introduction of new facilities or services. The Betting Platform Provider will make reasonable efforts to notify Players of such downtime in advance of it occurring (whether via an advance schedule of downtime or period notifications on the Betting Platform) and resume the service as soon as it reasonably can.

# 14 LIMITATION OF LIABILITY

- 14.1 The Player agrees that their use of the Betting Platform is at their sole risk.
- 14.2 The Betting Platform Provider will not be liable in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with the Player's use of the

Betting Platform, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits, business interruption, loss of business information, loss arising from downtime or any other pecuniary or consequential loss (even where the Betting Platform Provider has been notified by the Player of the possibility of such loss or damage). Further, liability for such damage will be excluded, even if the exclusive remedies provided for in these terms and conditions fail for their essential purpose.

- 14.3 The Betting Platform Provider will not be liable or responsible to the Player for any loss or damage incurred or suffered by the Player as a result of any suspension or stoppage (whether temporary or permanent) of the Betting Platform arising from any governmental order or change in policy by the regulator.
- 14.4 The Betting Platform Provider will not be responsible or liable to the Player for any loss of content or material uploaded or transmitted through the Betting Platform and the Player confirms that the Betting Platform Provider will not be liable to the Player or any third party for any modification to, suspension of or discontinuance of the Betting Platform.
- 14.5 The Betting Platform Provider reserves the right to withdraw the Betting Platform or elements of the Betting Platform at any time, and will not be liable to the Player as a result of any such action.
- 14.6 The Betting Platform Provider will not be responsible for any breach of these terms and conditions caused by circumstances beyond its reasonable control.
- 14.7 The Betting Platform Provider will not be liable to the Player for any use of the Betting Platform that is contrary to the law of the jurisdiction in which the Player is located. The Player should note that where local law prohibits their participation in the Betting Platform, it is contrary to these terms and conditions for the Player to participate in the Betting Platform.
- 14.8 Certain statutes, rules and regulations may imply certain non-excludable warranties or conditions and to the extent such are not permitted to be excluded, the Betting Platform Provider's liability for breach of such conditions or warranties and the Player's sole and exclusive remedy will be limited to £1000.

## 16 INDEMNITY

- 16.1 The Player agrees to fully indemnify, defend and hold the Betting Platform Provider, and its officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, arising out of any breach of these terms and conditions by the Player or any other liabilities arising out of the Player's use of the Betting Platform or use by any other person accessing the Betting Platform using the Player's Account details.
- 16.2 The Player agrees fully to indemnify, defend and hold the Betting Platform Provider, and its officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, arising out of any breach of warranties or representations including, but not limited to, the representations that the Player is not a citizen or a resident of a country which prohibits such gaming activities nor will they access the Betting Platform from a jurisdiction where such betting activity is prohibited by law. 16.3 The Player will indemnify the Betting Platform Provider for all losses and damages suffered by the Betting Platform Provider as a result of wrongdoings and/or fraud against the Player or group of Players acting in concert or as a syndicate. "Wrongdoings and/or fraud" will include but not be limited to attempts to beat the Betting Rules & Regulations, single account per player, betting limits, win limits, hacking, use of artificial intelligence or bots, providing false personal information, and/or any actions and/or omissions which the Betting Platform Provider reasonably deems to be a fraud and/or wrongdoings.
- 16.4 The Player further agrees fully to indemnify, defend and hold the Betting Platform Provider, and its officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, arising

out of any claim brought against the Betting Platform Provider by an Associate as a result of the breach of these terms and conditions by the Player.

# 20 TECHNICAL MALFUNCTIONS

20.1 If there is a discrepancy between the result showing on the Software and the Betting Platform Provider's server, the result showing on the Betting Platform Provider's server will govern the result of the Betting Platform. In the event of system malfunction or damage which results in the loss of data, the Betting Platform Provider will make reasonable efforts to recover all historic data and all recovered data will be deemed official.

20.2 Where there is any malfunction of the electronic display in live betting, the settlement will follow the actual result of the relevant event pursuant to the Betting Rules & Regulations.

20.3 Any failure on the Players' side including but not limited to network connection or computer problems will not void the bet. Players can check their own bet history in the Statement section of their Account to see how any bet was determined.

# 21 SETTLEMENT OF DISPUTES

The Player understands and agrees that (without prejudice to their other rights and remedies) the Betting Platform Provider's records and subsequent management decision will be the final authority in determining the terms of the Player's participation in the Betting Platform, the activity resulting therefrom and the circumstances in which they occurred.

## 25 RESPONSIBLE GAMBLING POLICY

25.1 The Betting Platform Provider is committed to responsible gambling. To see our responsible gambling policy, please click <u>here</u>.

## **26 PRIVACY POLICY**

26.1 To see our Privacy Policy, please click here.