

BETINDEX LIMITED REMOTE GAMBLING TERMS AND CONDITIONS

IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU START TO USE THE WEBSITE AND/OR ANY OF THE SERVICES.

BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THESE TERMS YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. FURTHER, YOU WARRANT THAT YOU: (I) ARE 18 YEARS OF AGE OR OLDER; (II) ARE LEGALLY CAPABLE OF ENTERING INTO BINDING CONTRACTS; (III) RESIDENT IN THE UK; AND (IV) HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS.

IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT CLICK THE ACCEPTANCE BUTTON AND YOU MAY NOT USE THE SERVICES OR OUR WEBSITE.

1. WHO WE ARE

- 1.1. The website, www.footballindex.co.uk (the "**Website**"), is operated and controlled by BetIndex Limited ("**BetIndex**") (company registration number TBC) whose registered office is at Charter Place, 23-27 Seaton Place, St Helier, Jersey, JE1 1JY
- 1.2. The Website together with any mobile, tablet or facebook app are collectively referred to as the "**Services**".

2. THESE TERMS & CONDITIONS AND YOUR RELATIONSHIP WITH BETINDEX

- 2.1. By visiting the Website and/or by registering and/or using the Services, you agree to be, and are, bound by:
 - 2.1.1. these BetIndex Limited Remote Gambling Terms and Conditions; and
 - 2.1.2. the Privacy Policy, Cookie Policy and Website Terms of Use; and
 - 2.1.3. any additional rules which appear within a FootballIndex game ("**Betting Game**"), including any FAQs or 'help' webpage, including instructions on how to play the Betting Game, maximum pay-outs and the return to player; and
 - 2.1.4. all such other of our terms and conditions, rules or policies as they relate to any applicable Services (e.g. rules for a particular game.), promotions, bonuses, special offers or any other aspect of your use

of the Services from time to time and are deemed to have accepted and understood all of the above.

2.2. All of the terms and conditions, rules and policies referred to in Clause 2.1 shall be collectively referred to as the "**Terms of Use**".

2.3. Your use of the Services will constitute acceptance of the Terms of Use, to include any amendments thereto. If you do not agree to accept and be bound by the Terms of Use or if you do not understand the Terms of Use, please discontinue your use of the Services and the Website immediately.

2.4. You acknowledge that there is a risk of losing money when gambling through the Website and you are fully responsible for any such loss.

3. **AMENDING THE TERMS OF USE AND/OR SERVICES**

3.1. BetIndex reserves the right to amend the Terms of Use at any time, as may be required for a number of reasons including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. Where we wish to make substantial changes to the Terms of Use, we will give you as much prior notice of such changes as is reasonably practicable your continued use of the Website will be deemed to be your acceptance of any changes we may make. Please check these Terms of Use frequently for updates.

3.2. BetIndex may, in its absolute discretion, alter or amend or withdraw any betting or from the Services or any part thereof, at any time, and may alter prices, features, specifications, capabilities, functions and/or other characteristics of the bets, and/or Services.

4. **CUSTOMER FUNDS**

4.1. BetIndex is required by its licence to inform you about what happens to funds which it holds on account for you, and the extent to which funds are protected in the event of insolvency. We hold customer funds separate from company funds in an investment bank account. These funds are not protected in the event of insolvency. This meets the Gambling Commission's requirements for the segregation of customer funds at the level: basic segregation.

5. **PRE-CONDITIONS TO OPENING AN ACCOUNT**

5.1. In order to register an account (an "**Account**") with us you hereby agree, warrant and represent that:

- 5.1.1. you are at least:
 - 5.1.1.1. 18 years of age; or
 - 5.1.1.2. the age at which gambling is legal under any law that applies to you,

whichever is the greater. BetIndex reserves the right to request proof of age documentation from any applicant or customer at any time and to void any wagers with minors, whereupon any stakes paid will be returned and no prizes will be paid out;

- 5.1.2. you are entirely responsible for complying (and that you comply) with your own local, national, federal, state or other laws concerning betting prior to opening an Account, purchasing any units in a Football Player or Manager (such units being "**Futures**"), placing any bets, ("**Bets**") or using the Services. In particular, if you live in a country where use of a particular service is prohibited, you must not (i) register with us for the applicable Service; (ii) attempt to use that Service; or (iii) use your payment card or other payment method to undertake betting or gaming with us for the unlawful Service;
- 5.1.3. you are legally capable of entering into binding contracts, including these Terms of Use and each subsequent Bet (which shall be governed by these Terms of Use);
- 5.1.4. you are not prohibited for any reason from betting with us or from using the Services; and
- 5.1.5. you have not excluded yourself, and neither we nor any other operator has excluded you, from gambling.

5.2. For legal and commercial reasons, we do not permit (to the extent within our control) Accounts to be opened by, or used by, customers resident outside of the United Kingdom. You agree that you shall not open an Account, nor attempt to use an Account, if you are resident outside of the United Kingdom.

5.3. The availability of our Services does not constitute an offer, solicitation or invitation by us for the use of our Services in any jurisdictions in which such use is prohibited by law. BetIndex shall not be liable for any breach of any local, national, federal, state or other laws that may occur as a result of your using the Services.

5.4. In the event that you are found to have breached any of the terms in Clauses 4.1, 4.2 or 4.3:

5.4.1. we may cancel any Bet you may have placed;

5.4.2. we shall not be obliged to pay any winnings which might otherwise have been payable in respect of any Bet you placed; and

5.4.3. we may refer the matter to the police, guardians or family members, or any other appropriate regulatory authority.

6. OPENING AN ACCOUNT

6.1. To open an Account, each customer will choose its own confidential username and password.

6.2. It is the responsibility of each customer to ensure that all personal details are current and up-to-date, as failure to do so may result in Bets or payments being declined or payments being issued incorrectly. You can update your personal details via the Website

6.3. One Account is permitted per customer. BetIndex reserves the right to close down any duplicate Accounts and to cancel any Bets on duplicate Accounts. BetIndex also reserves the right to suspend or close any Account and cancel any associated Bets where the Account holder and the owner of the funding instrument are not the same.

7. ACCOUNT SECURITY

7.1. The username and password must be kept confidential by the customer. All Bets where a customer's username and password (or such other criteria as may be required and as communicated to you) have been correctly entered (which may be as a result of customer negligence) will be regarded as valid, provided that:

7.1.1. The Bet meets the other criteria for placing a Bet as laid down in these Terms of Use; and

7.1.2. BetIndex has no other reason to believe at the time of acceptance of the Bet that the Bet was not placed by you.

Subject to the foregoing, BetIndex will not be liable for any loss that you may incur as a result of misuse of usernames or passwords or from any unauthorised use of your Account, whether fraudulent or otherwise. You agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising

in connection with the use of, or access to, your Account by any third party as a result of your negligence, breach of these Terms of Use, fraud, dishonesty or criminal activities.

- 7.2. Please contact us as soon as is possible if you have lost or forgotten your Account details. You agree to inform us as soon as is possible (by telephone, where possible) if you believe that your Account information is being misused by a third party so that we may suspend your Account to prevent further abuse.
- 7.3. BetIndex and any third parties it contracts with in relation to the provision of the Services will hold information with respect to your identity, including but not limited to your name, address and payment details, in accordance with our Privacy and Cookie Policy. We rely on this information in entering into this agreement with you. You agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection with any falsehood or inaccuracy contained in the information you provide to us.

8. DEPOSITS & WITHDRAWALS

- 8.1. Except where BetIndex has credited monies to your Account as part of a promotion, you must deposit monies into your Account to participate in any real-money Bets available via the Services. Further details on how to deposit and withdraw money to and from your Account can be found on the Website.
- 8.2. Customers can only make deposits and withdrawals from their Account in Pounds Sterling GBP (£).
- 8.3. As required by our anti-money laundering obligations and/or as part of our policy with regard to the source of funds placed on deposit, we reserve the right to raise queries regarding the source of any funds placed on deposit. BetIndex may, acting reasonably, suspend or terminate any Account where the response to such query/queries is not in its view satisfactory and/or may pass on such information as it deems necessary to any relevant authority.
- 8.4. Cheques or bank drafts will not be accepted by BetIndex. Once the balance on a deposit Account has been exhausted, no Bets will be accepted and any Bets taken in error will be declared void, win or lose.
- 8.5. Please note that minimum (currently £5) and maximum Account deposits apply, as will be indicated to you where relevant. Interest is not payable on Account balances. Credit is not permitted. It is your responsibility to maintain sufficient funds in your Account, and to stake your Bets accordingly. We reserve the right to void any Bet which may be inadvertently accepted if your Account does not

have sufficient funds to cover the whole of the Bet and/or to recover the amount of any shortfall.

- 8.5.1. Funds may be withdrawn from your Account provided that:
 - 8.5.1.1. The funds do not form part of any promotion, bonus or incentive payment paid into your Account by BetIndex (for the avoidance of doubt, this includes the £20 credit paid to all customers when they set up an Account) (“**Promotion**”);
 - 8.5.1.2. Any funds generated as a result of a Promotion may only be withdrawn thirty (30) days after they have been credited to your Account;
 - 8.5.1.3. all payments made into your Account have been confirmed as cleared and have not been charged-back, reversed or otherwise cancelled;
 - 8.5.1.4. any identity checks we are required to conduct pursuant to applicable anti-money laundering regulations and rules or other obligations are clear, including age verification. To this end we reserve the right to seek such other information as we might require in order to confirm your identity and compliance with these Terms of Use and any other applicable rules, laws or regulations. Please also note that additional verifications may be required in connection with certain services which may cause an additional delay when withdrawing funds; and
 - 8.5.1.5. you have complied with the rest of these Terms of Use.
- 8.5.2. In the event that age verification cannot be satisfactorily completed within 72 hours of an application to open an Account, the Account will be frozen and no further gambling will be permitted until age verification has been satisfactorily completed and if on completion of age verification, the customer is shown to be underage, any stakes will be returned and no winnings shall be paid.
- 8.5.3. We do not charge you for deposits or withdrawals although you should check with your bank and/or other payment service provider as to whether they will levy any such charges.

- 8.5.4. Please note that you (and not BetIndex) are responsible for reporting or declaring any funds withdrawn, including any winnings, if such reporting is required by local law, tax or other authorities.
- 8.5.5. Any changes to your personal/card details must be advised to us as soon as is possible, as failure to do so may result in your deposit or Bets being declined by your bank.
- 8.5.6. As well as informing your bank, please inform us as soon as is possible should your bank card be lost or stolen.
- 8.5.7. If you or your bank advise us that your card has been lost or stolen, no further Bets will be accepted on your Account until you contact us with further instructions.
- 8.5.8. While we shall take all reasonable steps to avoid mistakes, outside of where we are negligent, BetIndex cannot accept any responsibility or liability for any errors or omissions in respect of withdrawal of funds or deposits to Accounts. Should funds be debited or credited incorrectly, it is the customer's responsibility to notify BetIndex without delay, and we shall endeavour to rectify such error.
- 8.5.9. BetIndex may use your payment instrument details to verify your identity as required pursuant to applicable anti-money laundering rules and regulations and/or other obligations, policies or procedures. Funds deposited from debit or credit cards will be credited to your BetIndex Account as soon as is possible on receipt of an authorisation from your bank. It is your obligation to ensure that you keep these funds in your debit or credit card account until your bank deducts them.

9. **PLACING BETS**

- 9.1. Customers can only bet up to the amount held within their Account or allowed by their bank, whichever is the lesser. The minimum and maximum number of Futures that may be purchased by a customer is determined exclusively by BetIndex and is detailed on screen.
- 9.2. BetIndex reserves the right to accept or decline the whole or part of any proposed Bet.
- 9.3. Bets placed by credit/debit card or any other means do not become valid until we have received payment or unless, at our discretion, we allow the Bet subject to authorisation. If payment has not been received before an event commences,

then that Bet is automatically void unless we communicate otherwise to you at the time of the attempted placing of the Bet.

- 9.4. Each Future purchased by a Customer constitutes a separate Bet. Bets will be valid (subject to meeting the criteria for placing a Bet laid down in the Terms of Use) if accepted by the BetIndex Bet Server. We are not liable for the settlement of any Bets where we have not credited your Account with the Futures. It is the customer's responsibility to ensure that all of the details of their Bets are correct. Once a Bet has been credited to a customer's Account, that Bet cannot be cancelled by the customer. If you have any concern as to whether your Bet has been accepted, please log in and go to the 'My Account' pages of the Website where details of all Futures staked by you will be displayed.
- 9.5. You must exercise your own judgement in purchasing a Future.
- 9.6. You agree to pay us for all Bets that are placed with us using your Account.
- 9.7. Bets must be made via the Website.
- 9.8. Please familiarise yourself with betting terminology and how the various bets and Betting Games are operated. If you have any queries relating to the foregoing, please contact us. BetIndex cannot accept any responsibility if you place a Bet in circumstances where you do not fully understand any of the terms involved or how the bet or Betting Game is operated.
- 9.9. In the event that you are holding in your Account one or more Futures in a celebrity which is at the top of the 'Buzz Chart' at 12:00am ("**Pay Out Time**") on any day for a period of three (3) years ("**Dividend Period**") from the date of purchase of the relevant Future, you are entitled to a payment of £0.20 ("**Dividend**") for Future held by you. The exact quantum of the dividend may be subject to variation with due notice to all customers.
- 9.10. Any special offers or promotions are available at the discretion of BetIndex and can be restricted on an individual Account basis at any time.
- 9.11. BetIndex is not responsible for any taxes that may be payable by you whether on any Bets, on any winnings or otherwise.
- 9.12. BetIndex reserves the right to void any or all Bets made by, any group of people acting in conjunction with each other, or any individual acting alone, in an attempt to defraud BetIndex.
- 9.13. BetIndex may, at its sole discretion and without any requirement to give reasons, exclude any customer from the Services generally or from receiving selected

promotions (e.g. bonuses; free bets; enhanced prices; and money-back specials) and any other promotions and offers introduced by us from time to time.

9.14. In the event of there being a dispute over the time at which a Bet was placed or whether a Bet has been placed, then the time at which it was recorded (if recorded) on the transactional log will govern settlement. If an attempted bet was not recorded on the transactional log, no Bet shall be deemed to have been placed. You should check your Account each time you visit the Website.

9.15. It is a condition of our acceptance of Bets from you, and by offering to place a Bet with us you represent and warrant, that:

9.15.1. you are not prohibited from entering into the Bet by any term of your contract of employment or these Terms of Use; and

9.15.2. you do not know the outcome of the Bet.

9.16. In the event of any representation made by you in Clause 8.16 proving to be false, your stake will be forfeited and we shall not be obliged to pay any winnings which might otherwise have been payable in respect of the Bet.

9.17. Without restricting our ability to rely on other remedies that may be available to us, we may suspend or terminate your Account and/or cancel any Bets placed by you at our absolute discretion if:

9.17.1. we suspect that you:

9.17.1.1. are engaging in illegal or fraudulent activity while using our Services;

9.17.1.2. are breaching any term of these Terms of Use;

9.17.1.3. are taking unfair advantage over us or any other player or are otherwise acting in an unfair manner (for example, by exploiting a fault, loophole or error in our software, by collusion or by any other means);

9.17.1.4. may be having difficulties obtaining credit have become bankrupt or that you may have self-excluded; or

9.17.2. We are required to do so by law.

9.18. Irrespective of whether we suspend or terminate an Account and notwithstanding any other provisions in these Terms of Use, we may decide to cancel or void any Bets at our absolute discretion where:

- 9.18.1. there is a technological failure; or
- 9.18.2. where in our judgment, acting reasonably, there is a manifest error in the terms of a Bet offered to, or placed by, any party.

9.19. If you have a query relating to your Account, it is your responsibility to notify BetIndex at the earliest opportunity, providing as much information as BetIndex may require.

10. SUSPICIOUS BETTING

10.1. For the purpose of this Clause 9, “**suspicious betting**” shall refer to where we have reasonable grounds to believe that a Bet or a number of Bets have been placed in suspicious circumstances. Suspicious betting shall include, but not be limited to:

- 10.1.1. where there is an unusual frequency and/or highly unusual pattern of Bets (by comparison with betting norms) placed on the same selection(s) in a short space of time;
- 10.1.2. where there is an inordinate frequency and/or highly unusual pattern of Bets placed on the same selection(s) and where the theoretical probability of said selection(s) winning at the time of Bet(s) placement, based on the odds offered on the selection(s) at the time of Bet placement, is largely inconsistent with the theoretical probability of the same selection(s) winning calculated using their starting prices;
- 10.1.3. where we have reasonable grounds to suspect that a Bet or a string of connected Bets were placed robotically, by automated means, or otherwise than through the Account holder placing each Bet manually via their Account;
- 10.1.4. where we reasonably believe that you have used unfair external factors or influences connected with the celebrity or celebrities (as applicable) the subject of any Bet(s);
- 10.1.5. where we reasonably suspect that you have opened duplicate Accounts or where we reasonably suspect that second or subsequent Accounts are under common control with your Account with a view to concealing the true worth, nature or pattern of Bets placed by you or on your behalf, even if second or subsequent Accounts are opened under different names;

- 10.1.6. where we otherwise believe, acting reasonably, that you are acting in concert with others or that you are acting other than on your own behalf; or
 - 10.1.7. where we reasonably believe that Bets have been placed from a location or device other than the location or device which you claim to have used to place a Bet.
- 10.2. In the case of any of the activities contemplated by clause 9.1, and without restricting our ability to rely on other remedies that may be available to us, we may, acting reasonably, and depending on the circumstances:
- 10.2.1. request such further information from you as may reasonably be required by us to investigate whether the Bet or Bets constitute suspicious betting for the purpose of clause 9.1;
 - 10.2.2. suspend or withhold payment of any amounts (or any parts thereof) pending the receipt by us of satisfactory evidence from you in order for us to determine (acting reasonably) that a Bet does not constitute a suspicious bet as such term is referred to in clause 9.1. For example, but without limitation, where we suspect that a Bet or a string of connected Bets may have been placed robotically or by automated means, we may require you to provide reasonable evidence that each Bet was placed manually by you via your Account. You further acknowledge and accept that we reserve the right, at our sole discretion, to collect and process any information in connection with your betting patterns, personal data, depositing of funds and any other related information and inquiries that will help us to investigate any suspected breach of these Terms;
 - 10.2.3. suspend or withhold payment of any amounts (or any parts thereof), usually for no longer than 30 days but where relevant for such longer period of time as may reasonably be required (for example, pending any investigations by BetIndex, a gambling regulator, a law enforcement authority or any other third party); or
 - 10.2.4. void a Bet or a string of connected Bets. Where possible, we shall communicate to you in advance that the Bet(s) has (or have) been voided prior to the Pay Out Time.
- 10.3. Where we have reasonable grounds to believe that you have participated in, or have been connected with, any type of suspicious betting, we shall use our reasonable endeavours to investigate such matter, including but not limited to

through the use of various collusion, suspicious betting, fraud and cheating detection practices which are used in the gambling industry.

- 10.4. We reserve the right to terminate an Account if we reasonably suspect any of the activities described in clause 9.1 in connection with that Account.
- 10.5. Where a Bet is deemed to be, or is declared, void by us prior to the Pay Out Time, any sum deducted from your Account with respect to that Bet shall be credited to your Account.
- 10.6. We reserve the right to seek to recover from you any losses we suffer that are directly or indirectly connected to any of the activities contemplated in clause 9.1. This right is without prejudice to any other rights (including common law rights) that we may have against you, whether under these Terms of Use or otherwise.
- 10.7. We will not be liable under any circumstances whatsoever for any loss you or any other person may incur as a result of the collusive or other behaviour in breach of this clause 9. Further, we reserve the right, but shall not be obliged, to take any other actions in the case of any of the activities contemplated in clause 9.1.
- 10.8. In exercising any of our rights under this clause 9, we shall ensure that we exercise such rights in a manner which is fair to you and to our customers generally. If you have any comments or queries in respect of this clause 9, please do not hesitate to contact us. In this respect and generally we have satisfied ourselves that our Terms of Use are fair.

11. WINNINGS & PAYMENT

- 11.1. All cleared winnings will be credited to the customer's Account at the Pay Out Time. All payments made to a customer as part of a withdrawal of funds will be made to the same debit or credit card used to deposit monies with BetIndex. In the event of this not being possible, payments will be made by cheque, bank transfer or cash in accordance with the personal details stored in the customer's Account.
- 11.2. Please note that your bank can take up to 5 working days to return withdrawals to your debit or credit card. Our preferred method of payment is to return funds directly to the debit or credit card used to make the deposit.
- 11.3. Results will be as published and confirmed by us on the Website each day. Each time you win a Bet, BetIndex will send an email to the email address notified by you when you set up your Account, confirming the amount of Dividend that will be paid to you.

- 11.4. The maximum amount that BetIndex shall pay out during the Dividend Period to the holder of an Account is £200 per Future.
- 11.5. It is strictly the duty of the customer to stay within the limits set out above and BetIndex will not under any circumstances pay any amounts in excess of those limits to a customer for any purported winnings exceeding these limits.
- 11.6. Any queries relating to a Bet must be raised no later than 14 days after the Bet has been settled. We cannot guarantee that we will be able to respond to your query if it is not raised within this time. Any queries over a Bet claim should first be e-mailed to us. We will make every effort to resolve the matter in a mutually satisfactory manner.
- 11.7. Any queries over a Bet should first be emailed to us at support@footballindex.co.uk. We will attempt to resolve the matter with you in a mutually satisfactory manner. However, if you are still dissatisfied, you should refer your dispute to IBAS, email: adjudication@ibas-uk.co.uk or write to IBAS, PO Box 62639, London, EC3P 3AS. By agreeing to determination by IBAS, both parties agree to be bound by any decision reached by IBAS, subject to fair proceedings.
- 11.8. We may use your username and/or first name and/or initials and region and any winnings you may have had for advertising or promotional purposes without additional compensation.

12. ERRORS & SUSPECTED ERRORS

- 12.1. BetIndex makes every effort to ensure that no errors are made in prices offered or Bets accepted. However, human and/or systems' error may occasionally result in errors.
- 12.2. BetIndex reserves the right to correct any obvious errors and to void any Bets placed where such have occurred.
- 12.3. In the case of any blatant errors in prices transmitted, Bets will be settled at the correct price at the time of acceptance.
- 12.4. Should funds be credited to a customer's Account in error, it is the customer's responsibility to notify BetIndex of the error without delay. Any winnings subsequent to the error and prior to the notification of BetIndex, whether linked to the error or not, shall be deemed invalid and returned to, or otherwise be reclaimable by, BetIndex.

12.5. Any monies which are credited to your Account, or paid to you as a result of an error shall be deemed, pending resolution under clause 12.2 to be held by you on trust for us and shall be immediately repaid to us when a demand for payment is made by us to you. Where such circumstances exist, if you have monies in your Account we may reclaim these monies from your Account pursuant to clause 14.2. We agree that we shall use reasonable endeavours to detect any errors and inform you of any such errors relating to you, your engagement with us, or your Account, as soon as reasonably practicable.

12.6. As soon as you suspect or become aware of an error you shall:

12.6.1. immediately cease play; and

12.6.2. inform us as soon as reasonably practicable of any such error or suspected error.

12.7. Where you have used monies which have been credited to your Account or awarded to you as a result of an error to place Bets, we may cancel such bets and/or withhold any winnings which you may have won with such monies, and if we have paid out on any such, such amounts shall be deemed to be held by you on trust for us and you shall be immediately repaid to us when a demand for payment is made by us to you.

13. CHARGE-BACKS

13.1. You hereby agree, warrant and represent that no charge-backs or other cancelation of deposits will be made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection therewith and to refund and compensate us for any losses we would otherwise incur arising from such actions including any expenses incurred by us in the process of recovering such amounts.

14. VOID BETS & RIGHT OF SET-OFF

14.1. BetIndex may be required by law to conduct certain checks on customers or those applying to open a new Account. Where we are required by law or otherwise determine to close an Account for a breach of these Terms of Use, your attention is brought to the following terms:

14.1.1. all previous Bets will be voidable at the option of BetIndex and any winnings which you have accrued will be forfeited by you and you will return to us on demand any such funds which have been withdrawn from your Account; and

14.1.2. subject to clause 12.1, any stakes for Bets made prior to the Pay Out Time will be returned to you other than in the event of any outstanding charge-backs or any other amounts owed to us at that time or in the event that you are found to be underage as set out in clause 7.5.2.

14.2. BetIndex may at any time set off any amount on deposit in your Account against any amounts owed by you to BetIndex.

15. FRAUD

15.1. BetIndex reserves the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and we will disclose such information to the relevant authorities or other relevant third parties (for example, payment service providers) as may be necessary in this regard.

15.2. BetIndex reserves the right to suspend or terminate any Account it believes to be involved in fraud, money laundering and/or any other form of illegal or suspicious activities and to report such details as it reasonably considers are necessary to relevant authorities.

16. RESPONSIBLE GAMBLING

16.1. BetIndex provides a self-exclusion facility to help you if you feel that you have developed a gambling problem.

16.2. At your request, we will as soon as is reasonably practicable apply best practices to prevent you from using your Account for a minimum period of 6 months and for a maximum period of at least 5 years. To this end, we may retain such personal data as is necessary (and for as long as is necessary which may be indefinitely) to implement the facility as effectively as possible, including for example your name, address and credit/debit card details.

16.3. Our self-exclusion facility involves a joint commitment between BetIndex and you. We will take reasonable steps to prevent you re-opening your Account or opening a new Account but you must not attempt to re-open your Account or to try and open new Accounts. We shall not be liable if you circumvent our self-exclusion procedures and continue to use our Services or if you continue to gamble with any third party.

16.4. To activate our self-exclusion facility, please contact customer services using the contact information on the bottom of this page.

17. CLOSURE OF ACCOUNTS

- 17.1. Please contact us if you wish to close your Account.
- 17.2. We may close or suspend your Account if your Account remains inactive for a significant period. Inactive Accounts may incur a charge to compensate BetIndex for the costs incurred in maintaining such Inactive Accounts. Such charges when applied will be settled in accordance with clause 13.2 but no such charges will be set off from your Account prior to our having made reasonable efforts to contact you in advance of the incurrance of such a charge. If you have any queries regarding inactive accounts, please contact customer services for further information.
- 17.3. We are entitled to close your Account at our discretion and without having to disclose any reasons, and where deemed necessary on written notice (or attempted notice) to you using the contact details you have provided. Any balance in your Account will be made available to you, subject to your having complied with the Terms of Use.
- 17.4. Your sole remedy in the event of termination of your Account by us for any reason shall be the re-imbusement of any undisputed Account balance you may then have and we shall have no further liability to you whatsoever.

18. SYSTEMS FAILURE & HACKING AND OTHER OFFENCES

- 18.1. BetIndex shall not be liable for any Bet not being placed for any reason (unless as a result of negligence by BetIndex) or you being disconnected from the Services, including but not limited to failure or disconnection of computer, telecommunications services, internet or otherwise, and the balance of your Account will at all times be as is recorded on our server.
- 18.2. You warrant, represent and undertake that you shall not knowingly or negligently interrupt, corrupt or exploit for any purposes not intended by BetIndex any of the Services, including for example by:
- 18.2.1. attempting to gain unauthorised access to any of the Services, the servers on which the Services are hosted or any server, computer or database connected to the Services;
- 18.2.2. using any features which may affect the function or performance of the Services in any way for example (but not limited to) releasing viruses, worms, trojans or similar material that may be malicious or harmful;

- 18.2.3. interfering or tampering with, removing or otherwise altering in any way, any information in any form which is included in or on any of the Services; or
 - 18.2.4. attacking the Services via a denial-of-service attack or any other form of attack or interference.
- 18.3. We reserve the right to pursue you for any loss we suffer as a result of any infringement by you of any of your obligations under this clause 17. Further, please be aware that we may share your details with law enforcement authorities in the case of any criminal, or suspected criminal, activities by you.

19. USER GENERATED CONTENT

- 19.1. Certain of the Services may invite or permit you to upload your own content ("**User Generated Content**"). BetIndex does not exercise editorial control over, and therefore does not endorse any, User Generated Content, and we shall not be liable in relation to such User Generated Content. You understand and agree that you are solely responsible for your User Generated Content.
- 19.2. For any User Generated Content you provide, you hereby warrant, represent and undertake that such content:
- 19.2.1. is an original work created by you or you have a licence or the express consent of the owner to use the User Generated Content in that manner;
 - 19.2.2. does not infringe any third party intellectual property rights or privacy rights anywhere in the world;
 - 19.2.3. does not contain any defamatory or otherwise inappropriate materials or statements;
 - 19.2.4. does not contain any form of malicious computer code (e.g. viruses, bugs, trojan horses etc.) which could disable or disrupt any of the Services;
 - 19.2.5. complies with all applicable laws and regulations; and
 - 19.2.6. may be used in connection with publicising and promoting BetIndex and its Services.
- 19.3. Any User Generated Content you provide will be considered non-confidential and lawfully provided by you and you are automatically deemed to have granted us

an irrevocable, transferable, royalty-free licence to copy, exhibit, publish, distribute or otherwise use and sub-licence that User Generated Content as we see fit, including for commercial purposes. Such uses may include in printed publications, multimedia presentations, on Website or in any other distribution media. You agree that BetIndex may also use your name, likeness and any other biographical information contained in such User Generated Content as we see fit, including for commercial purposes. In addition, you waive any right to inspect or approve the finished product, including written copy, wherein your likeness or testimonial appears. For the avoidance of doubt, you agree that you will make no monetary or other claim against BetIndex for its use of your User Generated Content.

19.4. You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, employees and service providers (e.g. Facebook) harmless from any liabilities, claims, losses or damages (including reasonable legal fees), however caused, that may arise as a result of or in connection with any User Generated Content.

19.5. If you have any issues with User Generated Content provided by any other customer or if you would like to discuss our use (or non-use) of your User Generated Content, please let us know by contacting us at the details below. We reserve the right (but are not obliged to) to edit or remove User Generated Content.

20. YOUR PERSONAL DATA

20.1. It is your responsibility to ensure that personal information relating to you is kept up-to-date. We reserve the right to suspend or terminate your Account if we suspect this information to be inaccurate. We will process information about you in accordance with our Privacy and Cookie Policy.

21. NO WARRANTY

21.1. The services are provided “as is” without any express or implied warranty of any kind, and all warranties including warranties of non-infringement of intellectual property rights, and of completeness or accuracy of content are hereby excluded to the fullest extent permitted by law. Neither BetIndex nor any of its licensors give any warranty that the supply of material content on the Website will be uninterrupted, timely, secure or error free or that the Website and the services are free of viruses or bugs and no warranties are given as to the accuracy of material or content comprising the services.

22. LIABILITY

- 22.1. You hereby accept that by using the services, there is a risk that you may, as well as winning money, lose money. You agree that your use of the Services is at your own risk and we accept no responsibility and shall not be liable for any consequences that are alleged to have occurred through your use, or misuse, of the Services.
- 22.2. If and only to the extent that clause 21.1 does not apply, the maximum liability of BetIndex (and/or our third party service providers, to the extent relevant) to you arising out of or relating to the Services and/or the Terms of Use whether for breach of contract, tort (including negligence), or otherwise shall be limited to the average balance held in your BetIndex Account in the previous six months (or the term of the Account in the cases of Accounts open for less than six months).
- 22.3. We (and/or our third party services providers, to the extent relevant) shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise arising for loss of profits, loss of revenue, loss of business, loss of data, loss of business information, business interruption, loss of reputation, loss of opportunity, or loss of goodwill, or for any indirect special, or consequential loss.
- 22.4. We are not liable for the failure of any equipment or software, wherever located or administered, or whether under our direct control or not, that may prevent the operation of our Services, impede the placing of orders for Bets or the acceptance of Bets, or prevent you from being able to contact us. We will not be liable for any loss of content or material uploaded or transmitted through the Website and you confirm that we shall not be liable to you or any third party for any modification to, or suspension or discontinuance of, the Services. We reserve the right to cancel or suspend the Services without incurring any liability.
- 22.5. We are not liable for any loss or damage that you may suffer because of any act of God, power failure, trade or labour dispute, act, failure or omission of any government or authority, obstruction or failure of telecommunication services or networks, or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.
- 22.6. Notwithstanding the rest of the terms of this clause 21, nothing in these terms of use shall exclude or limit our liability for fraud, death or personal injury resulting from our negligence or any liability to the extent such liability cannot be excluded or limited as a matter of law.

23. INDEMNITY

- 23.1. You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or damages (including legal fees), caused as a result of customer negligence or other fault on the part of the customer, that may arise as a result of or in connection with inappropriate or unauthorised access to and use of the Services by you or by anyone else using your username and password and/or breach by you of any of the terms and conditions of these Terms of Use.

24. INTELLECTUAL PROPERTY RIGHTS

- 24.1. BetIndex is the owner or authorised user or licensee of all the intellectual property rights in the Services and their content including, without limitation, any copyright, patent, designs (registered or unregistered), trade marks, service marks, source codes, specifications, templates, graphics, logos or any right subsisting in Ireland or elsewhere in respect of content, databases, formats, interfaces, programming, the offering of services to other customers, software or any application for any of the foregoing and any modification, improvements, developments and enhancements thereof. Except as expressly provided herein, BetIndex does not grant any express or implied right to you in any of its intellectual property rights or secret information.
- 24.2. All content and material on the Website or otherwise accessible via the Services is provided for your own personal (i.e. not for business) usage and the distribution, reproduction or commercial exploitation of such content and material in any manner whatsoever without our express written consent is prohibited.
- 24.3. For the avoidance of any doubt you may use the data available from the Website and the other Services (including for example odds, both live and historical) only as strictly required for your permitted personal, non-exclusive, non-sub-licenseable, non-commercial purpose of availing of the Services. Any other use and/or reproduction of the data without prior written consent of BetIndex is prohibited and will constitute a breach of these Terms of Use. BetIndex reserves its right to take such action as it considers necessary, including issuing legal proceedings without further notice to you, in relation to any unauthorised use of its data or of the Website or Services.

25. GENERAL

- 25.1. Third Party Linking
- 25.1.1. At BetIndex' discretion, the Website or other Services may contain links to third party Website. These links are provided solely as a convenience to you and not as an endorsement by BetIndex of the

contents on such third party Website. BetIndex is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party sites. Links to any service provided by a third party are not intended for trading or investing purposes and BetIndex will accept no liability for any direct, consequential, incidental, indirect, punitive or any other losses or damages arising out of your access to and use of the information provided. If you decide to access linked third party Website, you do so at your own risk.

25.1.2. BetIndex generally welcomes the hyper-linking to our Website from other appropriate websites provided such links are to our homepage (and no deeper within the Website) and provided BetIndex gives its written consent to the establishment of such links. BetIndex reserves the absolute right to refuse to consent to such links without giving reasons. Any links to the Website from another website must be presented in such a manner that the viewing of the Website is not impaired by framing or similar techniques that may impair a browser's experience.

25.1.3. BetIndex does not permit linking from its Website or its Services to third party website or services or the display of third party content on top of, or in addition or as an alternative to, our Website or Services without our express written consent. In particular, BetIndex expressly prohibits third parties from framing, similar techniques or other acts of impairment of a user's experience when they visit our Website or engage with our Services. To this end, and by your acceptance of these Terms of Use whether as registered member or otherwise, you hereby acknowledge that where you engage in any of the foregoing prohibited actions:

- i) damages may not be an adequate remedy for any infringement and that we are entitled to the remedies of injunction, specific performance, an order to deliver up materials which infringe our intellectual property rights and any other statutory or equitable relief and that no proof of special damages is necessary for reliance on such remedies; and
- ii) you shall indemnify us for any liabilities, losses or damages (including reasonable legal fees), however caused, that may arise as a result of or in connection with your non-compliance with this Clause.

25.2. Transfer and Assignment

25.2.1. On occasion, we may require the ability to transfer, assign or sub-licence these Terms of Use to a third party, for example (but without limitation) in the case of a merger or acquisition. You hereby consent, and we reserve the right to, transfer, assign or sub-licence these Terms of Use, in whole or in part, to any person without requiring any additional consent and without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to you.

25.2.2. You may not assign, sub-licence or otherwise transfer in any manner whatsoever any of your rights or obligations under these Terms of Use without our prior written consent.

25.3. Severability

25.3.1. If any provision of these Terms of Use is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that provision will be, to the extent strictly necessary, severed from the remaining terms and conditions and that determination shall not affect the validity of the remaining provisions of these Terms of Use. In the case of the severance of any terms, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, the original intent in these Terms of Use.

25.4. Waiver

25.4.1. Failure by BetIndex to insist upon strict performance of any of your obligations or to exercise any of the rights or remedies to which we are entitled shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations and a waiver by us of any default shall not constitute a waiver of any subsequent default.

25.5. Notices

25.5.1. Notices and other communications delivered or mailed to the postal address or to the electronic-mail address provided by you shall, until we have received notice in writing of any different address, be deemed to have been personally delivered once sent whether actually received or not.

25.6. Interpretation

25.6.1. In the event of there being any conflict or inconsistency between the terms and conditions comprising these Terms of Use as identified in Clause 2, the order of precedence shall be as follows:

- i) these BetIndex Remote Gambling Terms & Conditions; and then
- ii) the Privacy Policy, Cookie Policy and Website Terms of Use; and then finally
- iii) any additional rules which appear within a Betting Game, including any FAQs or 'help' webpage, including instructions on how to play the Betting Game, maximum pay-outs and the return to player; and
- iv) any other of our terms and conditions, rules or policies as they relate to promotions, bonuses, special offers or any other aspect of your use of the Services from time to time.

25.7. Entire Agreement

25.7.1. These Terms of Use and any documents referred to herein represent the entire agreement between BetIndex and you and supersede any prior agreement, understanding or arrangement, whether oral or in writing. We each acknowledge that we have not relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in these Terms of Use.

26. **GOVERNING LAW**

26.1. These Terms of Use and/or the Services and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use and/or the Services or their subject matter or formation (including non-contractual disputes or claims).

27. **CONTACT US**

27.1. Thank you for using the Services. If you wish to contact us for any reason, please email us at support@footballindex.co.uk.