

# BET MOVER END-USER LICENCE AGREEMENT (“EULA”)

**THIS DOCUMENT IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND TOTAL PERFORMANCE DATA LIMITED – IF YOU PROCEED TO USE THE BET MOVER APP YOU WILL BE DEEMED TO HAVE ACCEPTED ITS CONTENTS AND WILL BE BOUND BY ITS TERMS, SO PLEASE TAKE TIME TO READ THEM CAREFULLY AND IN FULL.**

## IMPORTANT WORDS AND DEFINITIONS

In this EULA, the following words have the following meanings:

“**Access Key**” means a unique code used to gain access to the Paid Features where a User purchases a Subscription.

“**Account**” means a unique user account allocated to an individual User, which enables that User to access the Content.

“**App**” means the Bet Mover web app, version 1.0 or later, which may be accessed via a web browser and used from a Device with an internet connection.

“**Content**” means any images, information, documents or other data uploaded to the App by TPD.

“**Device**” means a computing device with internet connectivity (such as a desktop computer, laptop computer, touchscreen ‘tablet’, or smartphone).

“**DPA**” means the Data Protection Act 2018 and all subordinate legislation to it.

“**GDPR**” means the UK GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

“**Online Specification**” means any technical specification of the App’s functionality or commercial details which may be made available via the App from time to time.

“**Paid Features**” means any functionality delivered by the App which requires payment in order to access, including without limitation the ‘Real-Time In-Play’ functionality.

“**PECR**” means the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“**Personal Data**” has the meaning set out in, for such time as they are in force in England and Wales, all legislation which relates to the protection of individuals’ rights in their personal data and the protection of their privacy, including the DPA, GDPR, PECR and all such legislation as may supplement, amend or replace them from time to time.

“**Privacy Policy**” means TPD’s privacy policy which can be found on our website and may be updated from time to time.

“**Services**” means the services provided by TPD pursuant to the terms of this EULA.

“**Session**” means an individual live session, during which an individual User uses an instance of the App to access the Services.

“**Subscription**” means subscription by the User to a monthly plan for the TPD Zone Website.

“**Subscription Fee**” means the fee payable in respect of a Subscription.

“**TPD**” means Total Performance Data Limited, a company registered in England and Wales, with number 08380432.

“**TPD Zone Website**” means the website and associated data feed originally marketed by TPD as ‘TPD Zone’, irrespective of which title or brand it may be held out to the public under at any given time.

“**User**” means an individual who registers an account to access the App; and terms such as “Users” shall be interpreted accordingly.

where this end-user licence agreement refers to “you” or “your” it means the individual accepting this agreement; where it refers to “us”, “our” or “we” it means TPD.

## **1. AGREED TERMS**

- 1.1. The App is accessible via web browsers, and functions best on supported browsers such as Google Chrome.
- 1.2. To access and use the Paid Features of the App, a User must purchase a Subscription.
- 1.3. Any User of the App must be 18 years of age or over.
- 1.4. In return for agreeing to comply with the terms of this EULA, the User will receive from TPD and be able to use, any free supplementary software code or free update of the App incorporating any corrections or errors if required, use of any such updates will be subject to these terms.

## **2. ACKNOWLEDGEMENTS**

- 2.1. We may change these terms at any time without notice. Any such changes shall take effect on the next occasion that you make use of the App. Any new terms may be displayed on-screen when you next use the App and you may be required to read and accept them in order to continue your use of the App.
- 2.2. The terms of this EULA apply to the App and to any updates or supplements to the App, unless such additions are provided pursuant to separate terms, in which case those terms shall apply.
- 2.3. You will be assumed to have obtained permission from the owners of any Devices that are controlled, but not owned, by you which you may use to access or use the App. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App on any such Device, whether or not it is owned by you.
- 2.4. Your Personal Data will be processed by us as set out in our Privacy Policy. You can review our Privacy Policy at any time on our website.
- 2.5. All use of the App is subject to the terms of our Privacy Policy. Continuous, stable, secure provision of the App necessitates our collection of your personal data, including technical information about the Devices and related software, hardware and peripherals.
- 2.6. Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **3. ACCOUNTS**

- 3.1. In order to use the App, you must register and create an Account. You are responsible for all activity that occurs under your Account and you agree to maintain the security and secrecy of your Account username and password.
- 3.2. If you sign up for a Subscription, you will be given an Access Key which will enable you to register for the Paid Features. Registration for the Paid Features will take place in the App and you are solely responsible for ensuring the security of any Access Key with which you may be provided.
- 3.3. You acknowledge that you are responsible for any access to your Account which takes place as a result of your failure to keep your Account username and password secure. If you believe that the security of your Account has been compromised you should contact us immediately.
- 3.4. By setting up an Account you confirm that you are at least 18 years of age.
- 3.5. You acknowledge that each Account may only be allocated to a single individual User.
- 3.6. The sharing of Accounts between Users is expressly prohibited.

#### **4. LICENCE**

- 4.1. In consideration of you agreeing to abide by the terms of this EULA, we grant you a revocable, non-transferable, non-exclusive licence to use the Services within a Session at a time, subject to these terms and the Privacy Policy. We reserve all other rights.
- 4.2. The licence is non-transferable or sub-licensable. The User shall not permit or purport to transfer the licence to any third party.
- 4.3. In the event you opt to purchase a Subscription, your use of the TPD Zone Software will be governed by separate terms and conditions.

#### **5. FEATURES & DATA**

- 5.1. The App may include information and materials uploaded by other Users of the App, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other Users on the App do not represent our views or values.
- 5.2. If you wish to complain about information and materials uploaded by other Users, please contact us using the details set out in clause 14.1.
- 5.3. You hereby release TPD from all liability for claims, liabilities and losses arising from any information and materials uploaded by other Users of the App and agree that TPD shall have no liability for, or in relation to, any dispute which may arise between you and any other User for any reason.

#### **6. FEES & PAYMENT**

- 6.1. Access to the App is not subject to a fee. While access to the full functionality of the App requires the payment of a Subscription Fee, you are able to access and make limited use of the App without prior payment.
- 6.2. TPD reserves the right to charge a fee for any feature of the App in addition to the Paid Features in the future.

6.3. In the event TPD does not receive any due payment of a Subscription Fee from the User on its due date, TPD may disable the User's access to the Paid Features within the App. In the event the User's Paid Features are disabled, the User will have no access to the Paid Features and TPD will be under no obligation to provide the Paid Features whilst the Subscription Fee remains unpaid.

## 7. LICENCE RESTRICTIONS

7.1 Except as expressly set out in this EULA or as specifically permitted by any local law, you agree:

- (a) not to copy the App or Content, except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, provide, or otherwise make available, the App or Content in any form, in whole or in part to any person;
- (c) not to translate, merge, adapt, vary or modify the whole or any part of the App or Content, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
  - (ii) is not disclosed or communicated without our prior written consent to any third party;
  - (iii) is kept secure; and
  - (iv) is not used to create any software that is substantially similar to the App;
- (e) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any third party; and
- (f) to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the App.

Together such conditions the "**Licence Restrictions**".

## 8. ACCEPTABLE USE RESTRICTIONS

8.1 As a condition of being granted access to the App you agree:

- (a) not to use the App if you are under the age of 18;
- (b) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for

example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, or any operating system;

- (c) not to use the App to enter into any form of betting or gaming arrangement which would be unlawful in your jurisdiction;
- (d) not to use any information provided via the App to influence or interfere with any form of betting or gaming arrangement in a way that would be unlawful in your jurisdiction;
- (e) not use the App to offer, solicit, arrange, or engage in, any kind of activity or arrangement which is or which would be unlawful, or which that User does not possess all necessary regulatory permissions to lawfully perform;
- (f) not use the App to infringe any other individual's privacy, or to otherwise attempt to monitor the behaviour or habits of any other individual;
- (g) not infringe our intellectual property rights or those of any third party in relation to your use of the App, including the submission of any material (to the extent that such use is not licensed by this EULA);
- (h) not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users; and
- (i) not collect, extract or harvest any information or data from the App, or our systems or attempt to decipher any transmissions to or from the servers running the App.

Together the conditions of use set out in this Clause 8 are referred to as the “**Acceptable Use Restrictions**”.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. You acknowledge that all intellectual property rights in the App anywhere in the world belong to us or our licensors and the rights in the App are licensed (not sold) to you. You acknowledge that you have no intellectual property rights in, or to, the App other than the right to use it in accordance with the terms of this EULA.

## **10. WARRANTIES AND DISCLAIMERS**

- 10.1. Although we make reasonable efforts to update the information provided by the App we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. All warranties that might be implied in this EULA by applicable law is expressly excluded to the maximum extent permitted.
- 10.2. Any mandatory warranty implied by applicable law in relation to software that is faulty or not as described shall not apply:
- (a) if the defect or fault in the App, results from you having altered or modified the App;
  - (b) if the defect or fault in the App, results from you having used the App in breach of the terms of this EULA;
  - (c) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.

- 10.3. TPD makes no representation, warranty or guarantee that the reliability, timeliness, quality, suitability or availability of the App will be uninterrupted or error-free.
- 10.4. Save for as expressly set out in these terms, no implied warranties or other terms, including any implied term relating to satisfactory quality or fitness for purpose, shall apply to the App or its use by you.

## **11. LIMITATION OF LIABILITY**

- 11.1. You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App as described in the Online Specification meet your requirements.
- 11.2. TPD shall have no responsibility to you for any loss which you suffer as a result of using the App, you are solely responsible for your own betting decisions.
- 11.3. We shall only be responsible for loss or damage you suffer that is a direct and foreseeable result of our breach of this EULA up to the limit specified in Clause 11.5, but we are not responsible for any indirect, consequential or unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach at the time we entered into this EULA with you.
- 11.4. Further, TPD shall not in any circumstances be liable for any loss of profit, loss of sales or business, loss of contracts, loss of use or corruption of software, data or information, or loss of business opportunity that you may suffer as a result of your use of the App.
- 11.5. Our maximum aggregate liability under or in connection with this EULA and your use of the App whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the higher of the total value of the Subscription Fee paid by you, or £100.
- 11.6. Nothing in this EULA shall limit or exclude our liability for:
  - (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability that cannot be excluded or limited by English law.

## **12. TERMINATION**

- 12.1. Without prejudice to our rights in this EULA, we may terminate this EULA immediately by written notice to you:
  - (a) if you commit a breach of this EULA which you fail to remedy immediately on being given written notice requiring you to do so;
  - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
  - (c) if we have any reason to suspect that your use of the App is unlawful, or that it would bring us and/or other Users or the App into disrepute;
  - (d) if we believe that it is required to terminate your use of the App by law;

- (e) if we withdraw the App from service, or otherwise reorganise or restructure our business so as to necessitate the termination or suspension of provision of the App to you; or
- (f) for any or no reason whatsoever.

12.2. On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of the App; and
- (c) you must immediately destroy all copies of the App and Online Specification then in your possession, custody or control and certify to us that you have done so.

**13. DATA PROTECTION**

- 13.1. You acknowledge and agree that we will process and share your Personal Data on the basis set out in our Privacy Policy. You warrant that any Personal Data that you may provide to us is accurate and complete in all respects.

**14. COMMUNICATION BETWEEN US**

- 14.1. If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to [betmoversupport@totalperformancedata.com](mailto:betmoversupport@totalperformancedata.com).
- 14.2. If we have to contact you or give you notice in writing, we may do so by e-mail or via the App.

**15. EVENTS OUTSIDE OUR CONTROL**

- 15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (each an “**Event Outside Our Control**”).
- 15.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- 15.3. We shall take reasonable steps to prevent or minimise delay.

**16. INDEMNITY**

- 16.1. You undertake to indemnify and hold TPD harmless in respect of all costs, charges, damages or losses which it may suffer in relation to your use of the App, your breach of the terms of this EULA, including in relation to any interaction you may have with other Users of the App.

**17. OTHER IMPORTANT TERMS**

- 17.1. We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights under this EULA.
- 17.2. You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 17.3. If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 17.4. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 17.5. If any court or competent authority decides that any parts of Clause 9 or Clause 10 are unlawful or unenforceable, then you agree that maximum disclaimers or limitations of liability permitted by law shall apply to this EULA.
- 17.6. Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any disputes (including non-contractual) arising from or in connection with this EULA.
- 17.7. The use of the App in accordance with the terms of this EULA is lawful in England and Wales. The App is not offered or held out for use outside of the territory of England and Wales. Should you choose to use the App; anywhere else in the world you are responsible for checking local law and ensuring your compliance with it.