

## ***Gamblewise User Terms and Conditions***

PLEASE READ BEFORE YOU USE OUR WEBSITE AND/OR OUR SERVICES.

These Gamblewise User Terms and Conditions (GUTC) shall govern your use of our website and apps. The GUTC is a legal agreement between you (you) and Gamblewise Ltd a company incorporated in England and Wales with company number 10475959 (us or we).

By using our website and/or our Application and/or our services, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, in particular the data protection and privacy policy and limitations on liability, you must not use our services.

If you register with our services and/or submit any material to our website and/or use any of our services, you have to agree to these terms and conditions.

You must be at least 18 years of age to use our website; by using our services or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.

We provide you with access to and the use of the Gamblewise Services which are designed to help you manage your gambling in a responsible manner (Services). Full details of the Services are set out in written form on our website at [www.gamblewise.org](http://www.gamblewise.org) and may be altered from time to time (Documents) which is incorporated into this GUTC.

We license the use of the Services to you on the basis of this GUTC and subject to any rules or policies applied by any licensed gambling provider (Operator) at whose premises, (Operators Premises), you sign up to or use the Services.

We reserve the right to restrict access to areas of our website and/or services, or indeed our whole website and/or services, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website and/or services.

We may revise these terms and conditions from time to time. We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website and/or services from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website and/or services.

If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account, and you must stop using the website and/or services.

On signing this GUTC you will be asked to provide certain personal information. The terms of our privacy policy from time to time (Privacy Policy) are incorporated into this GUTC.

By using the Services, you acknowledge and agree that Bluetooth® and internet transmissions are never completely private or secure. You understand that any message or information you send, or is sent on your behalf by the Operator and emails, SMS messages or mobile phone notifications that are sent to you as part of the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is private and confidential or encrypted.

You download and install the Gamblewise Mobile App on your mobile phone (App). The App is personal to you and you are required to keep the phone on you at all times to be able to use the Services. The App is designed to trigger a message to you and to the Premises Manager (if this option is selected from the profile/register area from within the app) and other operators in the designated play restriction zone that you specify) when you are present in an Operator's Premises or the premises of other operators in your designated play restriction zone or at a time that falls within your chosen play restriction preferences, to enable you to control and manage your gambling.

By signing this GUTC you consent to us collecting and using your personal data to enable us to provide our Services. You may withdraw your consent to our use of your personal data, at any time by contacting us via email at [withdraw@gamblewise.org](mailto:withdraw@gamblewise.org)

The Services make use of location data sent from the Device or App. If you use these Services, you consent to us and the Operator's transmission, collection, retention, maintenance, processing and use of your location data to provide and improve the Services. You may withdraw this consent at any time by uninstalling the App from your mobile phone.

To use the Services you will need to create a Gamblewise Account by registering for use of the Services either through the Gamblewise Website or the App. You are solely responsible for the use of your Gamblewise Account including ensuring that your username, password and any other personal information that we may use to verify your identity is kept secure at all times.

## GAMBLEWISE WEBSITE AND APPLICATION

We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website and its associated applications;
- (b) that the material on the website and/or its associated applications is up to date or
- (c) that the website or any service on the website will remain available.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website and/or provide the services.

To the maximum extent permitted by applicable law and subject to the limitations expressed below, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website and/or services.

Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this section and elsewhere in these terms and conditions will govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

You agree not to use the Services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, business interruption, loss of business anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

Any links to external websites and/or services from the Gamblewise Website are for convenience only and we do not purport to endorse such websites and are not responsible for their content.

#### USE OF GAMBLEWISE SERVICES

You may register for an account with our website and/or our services by completing and submitting the account registration form our Gamblewise app,

You must not allow any other person to use your account to access the Gamblewise app.

You must notify us in writing immediately if you become aware of any unauthorised use of your account.

You must not use any other person's account to access the website and/or our services.

When you select a play restriction period, you must **mandatory** select

1. weekly recurrence (from 1 visit to 6 visits per week)
2. maximum allowed time per day (if session are interrupted during one day, the time will cumulated)

You can also select **optional** limits like:

1. specific day of a month (1-31)
2. hourly time interval ( between 00:00 and 24:00)
3. specific day of a week (Mon, Tue, Wed, Thu, Fri, Sat, Sun)

The system clock is set at GMT.

You should activate the BLE on your device in order to allow our tracking system locate you within our partnered Premises.

#### DISCLOSURE OF DATA

If selected this option from within the app, We will provide each Manager's Premise with personal information, including personal data which reasonably identifies you (photo,limits) for the purpose of Operator Premise staff providing you with assistance in relation to your Gamblewise Account and play restriction preferences. The Operator may contact you independently in regard to matters related to the Services.

#### LICENCE TO USE OUR WEBSITE AND/OR OUR SERVICES

You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (D) use our services by means of a web browser and/or associated app subject to the other provisions of these terms and conditions.

Except as expressly permitted by this section or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

You may only use our website for your own personal purposes, and you must not use our website for any other purposes.

Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website) and/or resell our services any way;
- (b) sell, rent or sub-license lease, translate, merge, adapt, vary or modify the material from our website, and/or the technology of the associated apps and/or services;
- (c) show any material from our website in public;
- (d) exploit material from our website and/or our services for a commercial purpose;

Notwithstanding the limitations above, you may redistribute our newsletter in print and electronic form to any person.

Subject to the provisions of the herein terms and services we grant you a non-transferable, non-exclusive license to receive the Services, and use the associated apps.

#### ACCEPTABLE USE RESTRICTIONS

You must not:

(a) use our website and/or our services in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

(b) use our website and/or our services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use our website and/or our services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website and/or our services without our express written consent;

(e) access or otherwise interact with our website and/or our services using any robot, spider or other automated means;

(f) use data collected from our website and/or our services for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

(g) not infringe our intellectual property rights or those of any third party in relation to your use of the Device, the App and the Services;

You must not use data collected from our website to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to us through our website, and/or our services or in relation to our website and/or our services, is true, accurate, current, complete and non-misleading.

#### INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights in the Device, the App, the Documents, the Services anywhere in the world belong to us or our licensors, that rights in the Device, the App, Documents and Services are licensed (not sold) to you, and that you have no rights in, or to, the Device, the App, the Documents or the Services other than the right to use each of them in accordance with the terms of this GUTC.

#### BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website and/or our services;
- (c) permanently prohibit you from accessing our website and/or our services;
- (d) contact any or all of your internet service providers and request that they block your access to our website and/or our services;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

On termination of the herein GUTC for any reason:

all rights granted to you under this GUTC shall cease;

you must immediately cease all activities authorised by this GUTC, including your use of the Services;

#### COMMUNICATION BETWEEN US

If you wish to contact us, or if any condition in this GUTC requires you to give us notice in writing, you can send this to us by e-mail to [support@gamblewise.org](mailto:support@gamblewise.org). We will confirm receipt of this by contacting you in writing, normally by e-mail.

If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provided when you registered to use the Services, or by SMS message if you have provided a mobile phone number.

#### EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this GUTC that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (Event Outside Our Control).

If an Event Outside Our Control takes place that affects the performance of our obligations under this GUTC:

our obligations under this GUTC will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

we will use our reasonable endeavours to find a solution by which our obligations under this GUTC may be performed despite the Event Outside Our Control.

#### ASSIGNMENT

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

#### SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### LAW AND JURISDICTION



These terms and conditions shall be governed by and construed in accordance with English law.

Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

#### NO WAIVER

No covenant, term or condition of these terms and conditions or the breach thereof shall be deemed waived, unless it is waived in writing and signed by us and such a waiver shall not be in any way mean that we will also automatically waive any later default by you. Any waiver of breach of any covenant, term or condition hereof shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Our failure to insist upon strict performance of any covenant, term, condition hereunder shall not constitute a waiver of our right to demand strict compliance therewith in the future.