

Terms & Conditions

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Introduction

These Terms and Conditions are effective **22 June 2026** (the “**Effective Date**”) and your use of our Services from the Effective Date will be governed exclusively by these Terms and Conditions and any other documents referred to in them, but subject always to the Order of Priority at clause 5. Any terms and conditions published prior to the Effective Date shall only apply to your use of the Services as at the date on which such terms and conditions were in force.

These Terms and Conditions contain a lot of important information about using our Services. Please read these Terms and Conditions carefully before accepting them. If you do not accept them, please do not register with us nor use any of the Services. Accessing and/or using the Services will constitute acceptance of the Terms of Use as may be in force from time to time, including any changes notified by us to you.

1. Key Terms

1.1 The following Key Terms provide a short summary of important information from these Terms and Conditions. They do not replace the

full terms, which you should read carefully.

Who we are (see Clauses 2 & 3 – Operator Information)

- BoyleSports (Gibraltar) Limited operates this website under licences issued by the Gambling Commission of Great Britain (for customers in Great Britain) and the Government of Gibraltar (for customers elsewhere).

Responsible gambling (see Clause 7 – Responsible Gambling and Self-Exclusion)

- You can set monetary limits, use time-outs, or self-exclude at any time.
- Customers in Great Britain may also enrol in GAMSTOP's self-exclusion scheme.
- Information and tools are available by navigating to the Responsible Gambling section on our website or by contacting us.

Eligibility to use the Services (see Clause 8 – Opening and Managing Your Account)

- You must be aged 18 or over and legally permitted to gamble in the country in which you are located when using the Services.
- Accounts may only be opened and used by the person whose name appears on the registration form.
- You may only open one account with us. If we discover that you have opened more than one Account, we will have certain rights including the right to close your Account(s) and to void winnings.
- We may carry out identification, verification, affordability and source-of-funds checks to meet our legal obligations.

Prohibited Conduct (see Clause 9 – Prohibited Conduct and Our Rights)

- We may suspend or close your Account if we reasonably believe that any Prohibited Conduct has occurred – these are listed at clause 9 and include cheating, fraud, collusion, money-laundering, or suspicious betting.
- Where appropriate, we may void bets, withhold winnings, or report the matter to regulators or law enforcement.

Deposits and withdrawals (see Clause 10 – Deposits and Withdrawals)

- Deposits must be made from a payment method in your own name.
- We hold customer funds in a segregated account providing medium protection as defined by the Gambling Commission – please see clause 10.1.3 for more information.
- We will process withdrawals promptly and without unreasonable delay once verification is complete.
- Withdrawals may be delayed or withheld where required for identity, AML, or fraud checks.

Errors, Malfunctions and Interruptions (see clause 10.3.1 and 12)

- If any sum is mistakenly credited to your Account or paid to you, you agree to inform us of the error. In such an event, we reserve the right to make the appropriate adjustment to your Account and to offset any amounts owing to us.
- If one of the Services suffers an error, malfunction or interruption (for example, incorrect information is displayed to you such as incorrect odds or winnings), we have the right not to pay you out. This includes circumstances where the problem is not obvious to you and is only discovered by us when we check or verify the result of a transaction.

Bonuses and promotions (see Clause 11.3 – Promotional Terms)

- Each promotion is subject to its own terms and conditions, which you should read carefully.
- Bonus Misuse may result in disqualification or Account closure.

Liabilities (see Clauses 15 and 18 – Our Liability and Indemnity)

- Whilst there are certain losses for which we do not limit or exclude our liability (such as personal injury, fraud or anything that cannot be excluded by law), our liability to you is excluded for indirect and consequential losses. Our liability to you for other types of losses (such as those resulting from Errors, Malfunctions or Interruptions or where wagers that have not been validly placed in accordance with these Terms of Use) is limited, depending on the type of loss.
- You indemnify us for losses that we may incur in certain circumstances including as a result of your breach of these terms or your fraudulent use of the Services.

Changes to these Terms (see Clause 24 – Modifications)

- We may update these Terms from time to time. If you do not agree with a change, you may close your Account and withdraw your balance.
- Continued use of our Services after publication of changes constitutes acceptance of the updated terms.

Jurisdiction and governing law (see Clause 29 – Governing Law and Jurisdiction)

- These terms are governed by the laws of England and Wales.
- Nothing in these Terms affects your statutory consumer rights.

1.2 Our Terms of Use have been prepared to ensure that they are fair, transparent and easy to navigate. We will review the Terms of Use on a regular basis (and not less than once in any twelve (12) month period) to ensure that they are as clear as possible for you and

fully compliant with applicable laws and regulations. We will notify you of any material changes in accordance with clause 24. If you have any questions at all about the Terms of Use, please contact our Customer Services Team who will be pleased to help.

1.3 Where we use the terms "may" or "reserve the right to" in the Terms of Use, those terms are applied as discretionary rights that we may exercise to ensure a fair and reasonable outcome. These rights will only be exercised to the extent that they do not breach your statutory rights as a consumer.

2. Contracting Parties

2.1 References throughout these Terms and Conditions to **"BoyleSports"**, **"we"**, **"our"**, or **"us"** will relate to the BoyleSports Group and the relevant operating and licensed entities of the BoyleSports Group.

2.2 Reference throughout these Terms and Conditions to **"you"**, **"your"**, **"user"** or the **"Customer"** refers to any person using the Website or the Services and/or any of our registered Customers.

2.3 For the avoidance of doubt, these Terms and Conditions will apply to all users that wish to use the Services, including registered and unregistered users, whether they register with us directly or through an affiliate.

3. Licensed Status

3.1 The Services are operated by BoyleSports (Gibraltar) Limited (company number 112469) and with its registered office at Suite 2B, 143 Main Street, Gibraltar, GX11 1AA.

3.2 BoyleSports (Gibraltar) Limited is licensed by the Government of Gibraltar and regulated by the Gibraltar Gambling Commissioner under the Gibraltar Gambling Act 2005 for the purposes of operating and offering Internet gambling services including but not limited to casino, poker, bingo, games and online fixed odds betting.

3.3 BoyleSports (Gibraltar) Limited is part of the BoyleSports Enterprise Group with its registered office at Finnabair Industrial Estate, Dundalk, Co Louth, Ireland. BoyleSports Enterprise is licensed and regulated by the Gambling Commission under the Gambling (Licensing and Advertising) Act 2014.

3.4 To the extent that you are located outside England, Wales or Scotland whilst you use the Services, we shall be deemed to be regulated by the Gibraltar Gambling Commissioner.

3.5 To the extent that you are located in England, Wales or Scotland whilst you use the Services, we shall be deemed to be regulated by the Gambling Commission of Great Britain.

4. Definitions

4.1 The following definitions are used in these Terms and Conditions:

"Account" means the account that you have opened with us when registering to use the Services;

"Account Balance" means the amount of money (excluding bonus amounts) in your Account from time to time;

"Bet" or **"Bets"** means any bet, wager or stake placed via the Services on the outcome of any event, market, game, table or tournament referred to and/or available on the Website and (to the extent applicable) Fon-A-Bet;

"Bingo Rules" means the general rules and guidelines of the shared bingo room;

"Bonus Misuse" means any behaviour that is intended to obtain an unfair advantage from a bonus, free bet, or promotional offer, including but not limited to: (a) opening multiple accounts to claim the same offer more than once; (b) colluding with others to gain unfair advantage; (c) using betting patterns designed solely to meet wagering requirements with minimal risk; or (d) breaching the specific terms of the relevant promotion.

"Customer Services Team" means our customer services team who may be contacted in the following ways:

(a) by freephone:

(i) Great Britain: 0800 22 00 66

(ii) Republic of Ireland: 1800 22 00 66

(iii) International: +353 42 604 1800

(b) Live Chat

(c) by email: care@boylesports.com

"Errors" shall have the meaning given to it at clause 12.3;

"Fon-A-Bet" means the telephone betting services offered from time to time by us;

"Gambling Commission" means the Gambling Commission of Great Britain whose website is at www.gamblingcommission.gov.uk;

“Games” means (as applicable) all or any of the online games made available via the Website including but not limited to casino games, live casino, slot games, table games, Vegas games, poker and bingo games;

“Interruptions” shall have the meaning given to it at clause 12.3;

“Login Credentials” means the username, password and any other access or security information generated by us or you in order to provide you with access to your Account;

“Losses” means all claims, losses, liabilities, damages, costs and expenses incurred or suffered by us;

“Malfunctions” shall have the meaning given to it at clause 12.3;

“Mobile Apps” means any device applications made available by us in downloadable format by which the Services are accessible including but not limited to smartphones and tablet devices;

“Permitted Jurisdictions” means those countries or territories in which access to and use of the Services is lawful and is not restricted by us or by applicable law, and from which you access the Services without using any virtual private network (**VPN**), proxy, or other technical means designed to disguise or misrepresent your location;

“Prohibited Conduct” shall have the meaning given to it at clause 9.1;

“Poker Room Terms” means the terms and conditions of the shared poker room as are made available on the Poker Website;

“Poker Website” means the poker game services accessible via poker.boylesports.com, mpoker.boylesports.com and all webpages containing this address;

“Rules” means those rules governing your use of any part of the Services, as set out on any page of any of the Website;

“Services” means the services offered by us from time to time on the Website or via Fon-A-Bet;

“Software” means any software proprietary to us or licensed to us and made available on the Website;

“Terms and Conditions” means the terms and conditions set out here;

“Terms of Use” means all of the following: (i) these Terms and Conditions; (ii) [the Privacy Policy](#); (iii) [the Cookies Policy](#); (iv) the Rules applicable to any of the Services; (v) the Poker Room Terms; (vi) any promotional terms made available on the Website from time to time; and (vii) any other document referred to in any of those terms;

“Website” means (i) the websites (and their respective pages, subpages and subdomains) made accessible via www.boylesports.com including but not limited to BOYLE Sports, BOYLE Casino, BOYLE Live Casino, BOYLE Bingo, BOYLE Poker, and BOYLE Lotto (ii) all mobile versions of such domains; (iii) the Mobile Apps; and (iv) any other websites made available by us in relation to the provision of the Services.

4.2 Expressions used in the betting and gaming industry are numerous. Should you be in any doubt as to the meaning of any expression you should contact our Customer Services Team and you should not place any Bet or use any of the Services until its meaning is fully understood by you.

5. Order of Priority

5.1 By accessing and/or using any of the Services, you agree to be bound by the Terms of Use. In the event that there is any conflict or inconsistency between any part of the Terms of Use, the order of precedence shall be as follows:

5.1.1 first, the Terms and Conditions;

5.1.2 second, the Privacy and Cookie Policy;

5.1.3 third, the Rules;

5.1.4 fourth, any promotional terms made available on the Website from time to time;

5.1.5 fifth, any other document referred to in them.

6. Using the Services

6.1 You agree and acknowledge that you are fully aware that there is a risk of losing money when using the Services and you are fully responsible for any such loss.

6.2 You may only use the Services for your own personal and non-commercial use and not in connection with any professional, business or commercial purposes.

6.3 Your access to the Services is provided on an ongoing basis, but we may need to withdraw, suspend, or modify any product, event, market or feature of the Services (for example, for maintenance, regulatory, security, or business reasons). We will not be responsible for any loss you may suffer as a result, unless such loss arises from our negligence or a failure to meet our legal or regulatory obligations.

6.4 You are responsible for making all arrangements necessary for you to access the Services, including arranging for an internet

connection.

6.5 You are responsible for complying with all laws applicable to your use of the Services and will not use them for illegal purposes.

6.6 You must not attempt to gain unauthorised access to the Website and/or the Services, the servers on which the Website and/or the Services are stored or any server, computer or database connected to the Website and/or the Services.

6.7 You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this you would commit a criminal offence. We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity and other details relating to your Account with us to them. In the event of such a breach your right to use the Services will cease immediately.

6.8 While we are not required to monitor how you use the Website for general purposes, we are required by law and regulation to monitor certain activity to ensure responsible gambling, prevent fraud and money laundering, and comply with our legal and regulatory obligations. We may, therefore, monitor, retain and disclose any information as necessary to meet these obligations, to ensure that the Services are used properly and to investigate suspected breaches of the Terms of Use. We may also restrict or block access where we detect activity consistent with the use of automated or robotic tools.

6.9 When using the Services, you must comply with the provisions of our Privacy Policy which forms part of the Terms of Use. Our Privacy Policy sets out how we may use information about you collected during use of any of the Services.

7. Responsible Gambling

7.1 We want you to enjoy your gambling experience but, at all times, acting in a responsible manner and within your financial means. If you need further information about problem gambling, then please click <https://www.boylesports.com/Home/ResponsibleGambling> where you can find more information, including organisations that you can contact if you feel you need help.

7.2 If you wish to modify your use of the Services, there are various options available to you as follows:

7.2.1 Account closure: you can close your Account permanently at any time.

7.2.2 Self-exclusion: you can restrict your access to all Services at any time. By doing this, you will have the option to self-exclude for a minimum period of six (6) months and up to five (5) years.

7.2.3 Time Out: you can elect to take a break from your Account for the following durations: 24 hours, one week, one month or such other period as you may reasonably request, up to a maximum of six (6) weeks. Once the 'time out' has been set, your Account will remain blocked until the time out period has expired. Your Account will be automatically re-activated once the applicable 'time out' period ends.

7.2.4 Deposit and Net Deposit limits: you can set deposit limits on your Account to a level that suits your requirements and which restricts how much you may deposit into your Account. If you wish to increase your selected deposit limit, you will need to provide us with twenty-four (24) hours' notice.

7.2.5 Session duration reminders: You can set a session duration reminder to help you control how long you are in a gaming session. However, the clock starts as soon as you start a gaming session and resets if you switch to an alternative Game. The settings can be changed at any time in the Responsible Gaming tab. The reminder gives you the possibility to review your account history before taking the decision to continue or stop the session. The session does not end unless you decide to do so, at which point any Games you are playing will be discontinued. This functionality does not apply to Sportsbook or Lotto.

7.3 You can access any of the above options at any time via the Website. Simply log-in by using your Login Credentials, select "My Account" and then "Responsible Gambling". Alternatively, you can contact us to help you with these options via (i) phone (Ireland: [1800 22 00 66](tel:1800220066); UK: [0800 22 00 66](tel:0800220066); International: [+353 42 604 1800](tel:+353426041800)), (ii) [live-chat](#) or (iii) email to care@boylesports.com.

7.4 Accounts that have been self-excluded are unable to be reactivated under any circumstances until the expiry of the self-excluded period. At the end of the period, you may recommence using the Services by phoning our Customer Services Team after a twenty-four (24) hour waiting period has lapsed. We cannot accept email requests.

7.5 You acknowledge and agree that if you exercise your rights in regulating your use of the Services, then this may also affect your ability to place Bets on other websites operated by the BoyleSports Group.

7.6 We have implemented reasonable checks and safeguards to prevent you from opening an account whilst you are self-excluded. However, we will not be liable to you or any third party if you attempt to circumvent your self-exclusion; for example, by using different personal details of any kind or by registering additional accounts.

7.7 During your 'time out' and/or self-exclusion period, we will take reasonable steps to ensure that you will no longer receive marketing materials or promotional offers as soon as reasonably practicable.

7.8 In addition to our own self-exclusion facility, we are registered with the self-exclusion service provided by the National Online Self Exclusion Scheme Limited (known as "GAMSTOP").

7.9 We are only able to operate self-exclusion under GAMSTOP's self-exclusion service on the basis of information you provide to GAMSTOP as part of your registration to use the GAMSTOP self-exclusion service. GAMSTOP's self-exclusion service will only prevent you from accessing your Account if it matches the details you have provided to GAMSTOP as part of your self-exclusion application. We strongly recommend that it is in your interests to provide GAMSTOP with truthful and accurate details, consistent with those which you use/have used to set up your Account with us.

7.10 We will not be responsible for any failure on our part to spot any errors made by you or GAMSTOP when providing this information. It is your responsibility to keep the information provided to GAMSTOP consistent and up to date. We will not therefore be liable for failing to prevent access to your Account or prohibiting the opening of new Accounts, in circumstances where inaccurate, inconsistent and/or incomplete information is provided to us and/or GAMSTOP.

7.11 If you request to self-exclude by using GAMSTOP, based on the information that you have provided to GAMSTOP, we will take reasonable steps to prevent you from transacting on your Account, as soon as is reasonably practicable, following your self-exclusion being registered with GAMSTOP. However, there may be circumstances where we are unable to do so – these circumstances may include, but are not limited to; (i) where we are unable to match your Account with the details that you provided to GAMSTOP; and (ii) where there is a technical failure in the operation of GAMSTOP and we are unable to access the most up to date self-exclusion information. For more information on GAMSTOP, please visit <https://www.gamstop.co.uk/>.

8. Your Account

8.1 Eligibility

8.1.1 By opening an Account with us or by using the Services, you warrant that:

- (a) you are: (a) at least 18 years of age and (b) above the minimum legal age in the jurisdiction in which you're located (the "**Eligible Age**");
- (b) you are located in a Permitted Jurisdiction whilst using the Services;
- (c) you are legally capable of entering into binding contracts;
- (d) you are not an employee of any company within the BoyleSports Group; and
- (e) you have not excluded yourself from betting or gambling and neither we nor any other online gaming operator or online fixed odds betting operator has excluded you from betting or gambling.

8.1.2 You will not be able to make a deposit until we are able to verify that you meet the Eligible Age to use the Services. In the event that we discover at any time that you are under the Eligible Age, all Bets made by you while you were under the Eligible Age will be voided and all related funds deposited by you will be returned to the payment method used for the deposit of such funds. Any winnings accrued whilst you were under the Eligible Age will be forfeited and we will not pay any winnings which might otherwise have been payable in respect of such Bets. You will return to us on demand any such funds which have been withdrawn from your Account.

8.1.3 The right to access and/or use any of the Services may be illegal in certain countries or jurisdictions. It is your responsibility to ensure that at all times you comply with all laws in the jurisdiction in which you are located and that apply to your use of the Services.

8.1.4 We may, from time to time, restrict or refuse registration from users located in certain jurisdictions where access to or use of the Services is unlawful, unlicensed, or otherwise restricted by us for regulatory, commercial, or risk management reasons.

8.1.5 Should we determine that you are located in any jurisdiction restricted by us, then we reserve the right to immediately suspend and/or close your Account and/or to block your access to the Services and/or void any Bets placed from that location, and withhold or cancel any winnings derived from those Bets. We reserve the right to make such determination by using your IP address to access the Account.

8.1.6 For the avoidance of doubt, the availability of the Services does not constitute an offer or an invitation by us to register with or transact with us from a jurisdiction in which such registration and/or transacting is unlawful or contrary to any applicable regulation.

8.1.7 You may only open one account with us, which can be used by you for the purposes of accessing and using the Services, and you agree and acknowledge that any and all special offers are limited to one per person unless otherwise stated by us. We reserve the right, at our discretion, to prevent you from receiving future offers/services or the Services, or to place restrictions on your Account.

8.1.8 When you open an Account, you agree to provide accurate, current and complete information and to update such information promptly as and when it may change.

8.1.9 We have the right to disable, suspend or restrict your Login Credentials at any time at our discretion including if, in our opinion, you have failed to comply with any of the provisions of the Terms of Use.

8.1.10 You may not enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person. We reserve the right in our sole discretion to refuse registration of, suspend or cancel an Account without notice.

8.1.11 You confirm that you have not previously held an account which was terminated either by us or by any other online gaming

operator or online fixed odds betting operator by reason of breach of any terms or improper or unlawful behaviour.

8.1.12 By accepting the Terms of Use and opening an Account, you hereby agree that we shall be entitled to conduct any and all such identification, credit and other verification checks from time to time that we may require and/or are required by applicable laws and regulations and/or by the relevant regulatory authorities for use of the Services. You agree to provide us with all such information as we require in connection with such verification checks and we shall be entitled to suspend or restrict your Account where necessary to comply with our legal or regulatory obligations, until such time as the relevant checks are completed to our satisfaction.

8.1.13 As part of the registration process, we may supply your information details to authorised credit reference agencies to confirm your identity and payment card details. You hereby agree that we may process such information in connection with your registration.

8.2 Account Details

8.2.1 You must treat your Login Credentials as confidential information, and you must not disclose it to any third party. We have the right to disable, suspend or restrict any Login Credentials at our reasonable discretion, including if, in our opinion, you have failed to comply with any of the provisions of the Terms of Use.

8.2.2 You shall be responsible for maintaining the confidentiality of your Login Credentials and are fully responsible for all activities that occur via your Login Credentials. Any Login Credentials chosen or provided to you for your access to the Services shall be for your personal use only and are non-transferable.

8.2.3 You agree to (i) immediately notify us of any unauthorised use of your Login Credentials, or any other breach of security and (ii) ensure that you logout of your Account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

8.2.4 If you forget or lose your Login Credentials, please contact our Customer Services Team immediately. We will endeavour to suspend the Account once informed of the loss of any Login Credentials, but you remain solely responsible for any Bets placed on your Account prior to the Account being suspended. If we have reason to believe that there is likely to be a breach of security or misuse of your Account, we may require you to change your Login Credentials or we may suspend or close your Account.

8.2.5 You are solely responsible for the security of your Account and the security of the device through which you access the Services. We accept no responsibility or liability whatsoever for any activity on your Account or the device used to access your Account. We strongly recommend that you use your own desktop, mobile or tablet device for accessing and using the Services and do not share your devices with anyone.

8.2.6 Unauthorised access of certain web content by minors is a constant fear for parents and/or guardians. To help protect against this, there are a number of third party applications that parents or guardians can use to monitor or restrict their computer's access to the Internet. We recommend that, where necessary, such applications should be used. You remain solely responsible for any use made of your computer or device to access the Services.

8.2.7 You are responsible for ensuring that the correct banking/personal information is available on your Account with us. By submitting payment card details to us, you warrant that you are entitled to place a Bet or use any of the Services using such payment details. If we do not receive payment authorisation or if payment is not valid, cannot otherwise be processed or if any authorisation is subsequently cancelled or any check of your payment card fails, we may reject your Bet or use of the Services and/or immediately terminate or suspend your Account. We reserve the right to conduct credit checks with third party credit and financial institutions in order to confirm any information that you have provided to us or to determine your ability to comply with the Terms of Use.

8.2.8 You can choose which currency is most convenient for you to manage your Account from the following list, which may be varied at our discretion from time to time:

(a) Pound Sterling GBP

(b) Euro EUR

8.2.9 The currency that you choose for the operation of your Account must be the same as the currency associated with your chosen payment mechanism.

8.3 Personal Details

We will comply with applicable data protection laws (including, in the UK, the Data Protection Act 2018 and, in Gibraltar, the Data Protection Act 2004) in respect of the personal information you supply to us. Your personal information is processed in accordance with our [Privacy Policy](#).

8.4 Dormant Accounts

8.4.1 Your Account shall be deemed to be "dormant" if for a continuous period of twenty-four (24) months, none of the following activities have occurred:

(a) you make a successful deposit; or

(b) you place a Bet from your Account.

8.4.2 If your Account becomes dormant, we will contact you at the email address registered on your Account, giving you at least 30 days' notice, to advise you that you have funds in your Account and how to access or withdraw those funds.

8.4.3 Once your Account meets the criteria in clause 8.4.1, it will automatically be set to a dormant status.

8.4.4 Once set to a dormant status the funds will be removed from your Account and ring-fenced in a separate general ledger and your Account will be restricted or closed.

8.4.5 Only if your Account has a balance of €/\$5 or more will you be sent Service Announcement emails, but all dormant account balances (even those under €/\$5) will be removed from your Account. Unless you have self-excluded, you can reactivate your Account at any time before closure by:

(a) making a successful deposit; or

(b) placing a Bet.

8.5 Other Considerations

8.5.1 On occasion the prices available on the Website may not be the same as those prices available at BOYLE Sports Licensed Betting Office (LBOs) or BOYLE Sports Fon-A-Bet service. If you use the Mobile Apps and/or the Website to place any Bets, then the prices available on the Mobile Apps and/or the Website (as applicable) shall apply to you.

8.5.2 You must check your Account Balance each time you log in to the Website. In the event of any query in relation to your Account Balance, it is your responsibility to notify us at the earliest opportunity together with a complete record of your transactions since your Account Balance was last verified by you and to provide us with any other related information that we may reasonably request.

8.5.3 Once logged into the Website you can view your Account statement by selecting "**My Account**" and then "**Account History**" where you will be able to search for previous Bets made on your Account as well as deposits and withdrawals. At any point, you may request a full account statement from our Customer Services Team and we will respond to you by post and/or email.

8.5.4 We reserve the right to monitor, restrict and/or alter the administration of special offers and trading concessions on a per customer basis at our own discretion without prior notice, including but not limited to any customers who were referred to the Services via Oddschecker.com.

8.5.5 You agree that we can provide any information that you give to us (including any information provided at registration) to any company within the BoyleSports Group including, but not limited to, for the purposes of managing your Account.

8.5.6 We reserve the right to ask you at any time to provide us with documentation to satisfy us that you meet our eligibility requirements and in order for us to meet our legal and regulatory obligations and to comply with our internal social responsibility and AML policies and procedures. Circumstances where we may ask for documentation include, but are not limited to, age and identity verification, source of funds and affordability checks and due diligence related AML checks and for any other reason in connection with your use of the Services. We may suspend your Account at any time until you have provided the requested documentation to us and to our reasonable satisfaction.

9. Suspension, Closure and Prohibited Conduct

9.1 For the purposes of these Terms, "**Prohibited Conduct**" means any conduct, act, or omission by you that breaches these Terms of Use or that we reasonably believe may compromise the fairness, integrity, or lawful operation of the Services, including:

9.1.1 any breach of these Terms of Use, the rules of a Game, or any Promotional Terms;

9.1.2 accessing or using the Services from, or on behalf of a person in, a jurisdiction that is not a Permitted Jurisdiction;

9.1.3 any fraudulent, illegal, or improper activity, including (a) identity fraud, payment fraud, or the use of any payment card or payment method that is not in your own name or that constitutes a business account; (b) money laundering, forgery, or the use of third-party funding; or (c) any other criminal or unlawful conduct;

9.1.4 using the Services in an unfair, dishonest, or disruptive manner, including (a) Bonus Misuse; or (b) use of software, bots, scripts, or any automated system to obtain an unfair advantage or interfere with normal gameplay;

9.1.5 providing false, misleading, or incomplete information, or failing any of our identity or verification checks;

9.1.6 maintaining or controlling more than one Account, or operating an Account on behalf of, or in concert with, another person;

9.1.7 interfering with, bypassing, or attempting to bypass any of our technical, security, or responsible-gambling controls;

9.1.8 using any VPN, proxy, or other means to disguise or misrepresent your location or identity;

9.1.9 engaging in Suspicious Betting (as defined at clause 11.7.1); or

9.1.10 engaging in conduct that poses a material risk to the fairness, integrity, security, or reputation of our Services, systems, or any of our customers or that otherwise breaches applicable laws or regulations.

9.2 Without limiting any other rights or remedies available to us, we may, acting reasonably and in accordance with our regulatory

obligations, take one or more of the following actions where we have reasonable grounds to believe that Prohibited Conduct has occurred or may occur:

- 9.2.1** suspend, restrict, or terminate your Account or access to the Services (temporarily or permanently);
 - 9.2.2** withhold, void, or cancel any Bets or winnings that we reasonably believe are connected to the Prohibited Conduct;
 - 9.2.3** withhold or retain all or part of your Account Balances or stakes pending investigation, and forfeit such funds where permitted by applicable law and the Terms of Use;
 - 9.2.4** issue a written warning to you;
 - 9.2.5** disclose information relating to the Prohibited Conduct (or any suspicion of such conduct) to law enforcement, regulators, or other gambling operators where reasonably necessary to protect integrity or prevent crime; and/or
 - 9.2.6** commence legal proceedings or take any other action necessary to recover Losses or enforce our rights.
- 9.3** Any decision taken under this clause will be made in good faith and, where appropriate, we will provide you with a general explanation of the reason for our action, subject to our legal and regulatory obligations and the need to protect the integrity of our systems and investigations.
- 9.4** You may close your Account with immediate effect at any time by contacting the Customer Services Team by phone, email or live chat or by writing to us at: Account Closures, Finnabair Industrial Estate, Dundalk, Co Louth, Ireland. You agree that we may require information from you to validate any request to close your Account. Any negative balance on your Account will become immediately due and payable, and your Account will not be closed until the relevant amount owed to us is paid in full. Please note that the procedure for closing your Account under this sub-clause differs from the procedure for self-exclusion which may be found above at clause 7.3. Unless you are required to do so by law (in which case you must provide us with details of such legal obligations) or you are self-excluding, you shall not close your Account while any Bets remain open. Should you attempt to close your Account, we will block the Account for future activity and will close the Account after the open Bets have been settled. If we close or suspend your Account or your access to the Services, you shall be liable for any Losses arising therefrom and shall indemnify and hold us harmless on demand for such Losses and we shall have no further liability to you whatsoever. In these circumstances, we shall also be entitled to withhold and/or retain and/or recover any and all amounts which would otherwise have been paid or payable to you, including but not limited to affected or applicable bonuses, winnings, payouts or deposits and these may be used to settle any liabilities we incur as a result of your actions; as well as seek compensation for any unpaid deposits, including any expenses incurred by us in the process of collecting a deposit.
- 9.5** Upon closure of your Account, whether by us or by you, you agree and acknowledge that:
- 9.5.1** your rights to use the Services shall immediately terminate;
 - 9.5.2** you will no longer receive any correspondence from us regarding the Website other than for administrative purposes;
 - 9.5.3** you will cease any and all use of the Services; and
 - 9.5.4** you will remove any Software provided to you or downloaded by you in respect of the Services from your computer, hard drives, networks and other storage material.
- 9.6** We will not be liable for any loss or damage which you may incur as a result of your breach of the Terms of Use and you agree to cooperate in any investigation relating to such breach.

10. Deposits and Withdrawals

10.1 Deposits and Wagers

10.1.1 Once your Account has been opened and subject always to meeting all eligibility requirements set out at clause 8.1, you can make a deposit. By depositing funds into your Account, you direct us and we agree to hold them, along with any winnings, for the sole and specific purpose of using them:

- (a)** to place Bets; and
- (b)** settling any fees or charges that you might incur in connection with the use of the Services.

10.1.2 We shall be entitled to suspend or close your Account if we reasonably consider or have reason to believe that you are depositing funds without wagering. In such circumstances we may also report this to relevant authorities.

10.1.3 In accordance with the terms of our licence granted by the Gambling Commission, we want to inform you about the funds we hold for you, and the extent of protection. Customer funds are secured in bank accounts separate from and not accessible by us. In other words, even in the event of our insolvency, you will be able to withdraw funds but there is no absolute guarantee that all funds will be protected in the event of our insolvency. The arrangement described in the clause meets the Gambling Commission of Great Britain's requirements for the protection of customer funds at the level: "**medium protection**". For more information, please visit:

10.1.4 No credit will be offered by any of our employees, and all Bets must be supported by sufficient cleared funds in your Account. We reserve the right to void any Bet which may have inadvertently been accepted when the Account did not have sufficient cleared funds to cover the full value of the Bet.

10.1.5 Once a currency is selected, funds are deposited, wagered and winnings paid in that currency.

10.1.6 We accept all major debit Cards as are indicated on the Website. Credit cards are not accepted (each a "**Card**"). We reserve the right to change the Cards that we accept from time to time. Your Account may only have three active Cards at any one time. If you wish to change or deactivate a Card you must have a balance of less than £/€10, by withdrawing any excess funds onto your existing Card and then proceeding with any changes. If your existing Card has expired, you may register the new Card's expiry date irrespective of your balance. We reserve the right to withhold funds if the cardholder's name is different from the name on the Account or where we have reason to believe that the cardholder and the Account holder are not the same person.

10.1.7 You can also choose to deposit by: (i) bank wire or (ii) bank draft. If you have chosen any of these deposit methods, you will not be able to place Bets until the funds have cleared in our account. Bank Drafts and cheques should be made payable to BoyleSports (Gibraltar) Limited and should have your username/Account number, name and address clearly written on the back. All bank drafts and cheques should be sent to:

BoyleSports c/o Customer Services,
Finnabair Industrial Estate,
Dundalk,
Co. Louth,
Republic of Ireland.

10.1.8 You acknowledge that bank transfers may take up to five (5) business days to arrive at our bank. Your Account will be credited as soon as our bank receives the bank transfer and we are notified.

10.1.9 You can also deposit money into your Account through any of the BoyleSports LBOs located throughout the United Kingdom & Ireland.

10.1.10 You confirm that any payment information that you submit to us is correct and that you are an authorised signatory of the Card and bank account (where relevant) that you use in respect of your use of the Services. You are responsible for paying any transaction charge payable to a third party referable to the payment method that you use and this is not included in the amount of the Bet. If any queries subsequently arise in relation to any payment details that you submit to us, you agree to provide us with any information that we may reasonably request from you regarding the query.

10.1.11 The following payment methods are accepted in certain jurisdictions as follows:

(a) PayPal, Skrill and Neteller - in order to use these, you must first register your details with them, following which you should navigate to the "My Account" section on the Website and select 'Deposit Funds'. From here you will see that you can select the deposit method and then follow the on-screen instructions.

(b) "My Paysafe" - only accepted from Accounts registered in the Republic of Ireland and the United Kingdom.

(c) Google Pay and Apple Pay are available based on your country of residence, device and card issuer. In order to use them, you must first register your eligible card(s) with Google Pay or Apple Pay. Once set up, navigate to the "My Account" section on the Website and select 'Deposit Funds'. From here you will see that you can select Google Pay or Apple Pay as the deposit method and then follow the on-screen instructions.

(d) Revolut Pay - in order to use Revolut Pay, you must first hold a Revolut Pay account. Once set up, navigate to the "My Account" section on the Website and select "Deposit Funds". From here, you can select Revolut Pay as the deposit method and follow the on-screen instructions, including any login or app authorisation required by Revolut.

10.1.12 Cardholder details and any other sensitive data should never be sent to us by unencrypted email.

10.2 Withdrawals

10.2.1 Withdrawal requests can only be made by the holder of the Account. We will process withdrawal requests promptly and without unreasonable delay once we have completed any verification checks required by law, regulation, or our internal policies that are designed to comply with such requirements. We may, acting reasonably and in accordance with our regulatory obligations, delay or withhold processing a withdrawal where:

- (a)** we are required to carry out identification, affordability, source of funds, or anti-money laundering checks;
- (b)** there is a reasonable suspicion of fraudulent, illegal, or Prohibited Conduct; or
- (c)** we are required to do so by a court order, regulator, or other competent authority.

We will not unreasonably delay withdrawals for policy or administrative reasons unrelated to our legal or regulatory obligations. If we do need to delay a withdrawal, we will notify you promptly of the reason and the expected timescale for resolution.

10.2.2 Withdrawals are made on request and are not issued automatically. You must submit a withdrawal request using the form or process that we specify and provide any details we reasonably require to verify and complete the transaction. If you are located in Great Britain, you cannot reverse a withdrawal request once it has been submitted.

10.2.3 All payments made to you as part of a withdrawal of funds will be made to the same source used to deposit monies into your Account. In the event of this not being possible, payments will be made by bank transfer or cash in accordance with the personal details stored by us.

10.2.4 You acknowledge that withdrawals from your Account may take up to five (5) business days to process depending on geographical location and the inter-bank arrangements. We accept no liability in relation to any delays related to the processing of withdrawals from your Account.

10.2.5 If you wish to withdraw more than €50,000 (or currency equivalent) in any calendar day, then you must contact our Customer Services Team.

10.3 Other Matters

10.3.1 If any sum is mistakenly credited to your Account or paid to you, you agree to inform us of the error. In such an event, we reserve the right to make the appropriate adjustment to your Account and to set-off any amounts owing to us. You agree to repay any monies paid to you in error immediately on demand from us. If we have not received payment within five (5) days after the demand date, and without prejudice to any of our other rights or remedies, interest shall accrue on such due amounts at the rate of 2% over the base lending rate of our bankers in Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after the judgment.

10.3.2 You agree not to make any charge-backs, reversals or cancellation of any deposit made into your Account, except where required by law. If a charge-back, reversal or cancellation occurs, you must promptly reimburse us on demand for the amount of the unpaid deposit and any direct and reasonable expenses we incur in recovering it. Without prejudice to any other rights or remedies that we may have, we may suspend any activity on your Account, including processing of any withdrawals until such amounts have been received in full and we will not be liable to you for any delay arising from such action.

10.3.3 Your Account should not be used as a banking facility and deposits should only be made with a genuine intention to use the Services (the "**Authorised Purpose**"). You are not entitled to use your Account for any purpose other than the Authorised Purpose. If we consider that you are using your Account and/or the Services for any reason other than the Authorised Purpose, we may suspend your Account in order to carry out further investigations and you shall:

(a) be liable for any and all Losses arising thereof; and

(b) indemnify us on demand for such Losses.

We reserve the right to close your Account as a result of such investigation and report any suspicious misuse to the relevant authorities. In addition, we shall be entitled to withhold and/or retain any and all amounts accrued by you as a result of or in connection with your unauthorised use of the Services including activities which are not for the Authorised Purpose.

10.3.4 You are responsible for reporting any winnings and/or losses connected to your Account or your use of the Services, if such reporting is required by your local law or tax or other authorities.

10.3.5 Any Account Balance may also be used to reimburse us for any costs incurred by us as a result of any fraudulent activity, including but not limited to chargebacks, reversals, cancellation or denial of any deposits on your Account or associated accounts.

11. Betting Procedures

11.1 Placing Bets

11.1.1 You are responsible for all Bets placed via your Account where the correct Login Credentials have been used. All Bets are placed at your own risk and discretion.

11.1.2 We will only accept Bets placed via the Website or Mobile Apps and Fon-A-Bet. We shall not accept wagers from you in any other form or by any other means and where received will be invalid and void, regardless of the outcome. Any winnings from using the Services will be deposited into your Account, and subsequent Bets will be debited from your Account.

11.1.3 It is your responsibility to ensure the accuracy of your selected Bet at the time of placement and that you have understood the Rules, odds and terms associated with any Bet. Once Bets have been accepted by our server, they will not be cancelled or changed. Bets placed through the Website will only be valid once a Bet placed receipt is displayed.

11.1.4 Your funds will be allocated to Bets in the order they are placed and will not be available for any other use. We reserve the right to void and/or reverse any transactions made after a Bet has been placed involving allocated funds, either at the time or retrospectively.

11.1.5 You agree to pay for the Bets placed with us in accordance with the Terms of Use. You agree that:

- (a) you are solely responsible for any Bet placed on your Account with us, where the correct Login Credentials have been used; and
- (b) you will not in any respect operate your Account in a misleading, deceptive or fraudulent way, neither collude with others to cheat, or to fix the outcome/result of any event/game in respect of which a Bet may be placed with us.

11.1.6 For Bets placed by telephone, you are responsible for all transactions where your name and account number or name and username are correctly quoted (whether or not authorised by you). Should you lose your Login Credentials or feel that someone else may have your account details, please contact our Customer Services Team.

11.1.7 You can only place a Bet up to the amount of cleared funds held in your Account or allowed by your Card, bank or payment mechanism. In addition, you acknowledge that the minimum and maximum Bet per selection available on the Services is determined exclusively by us in our discretion. You acknowledge that this may differ from parameters in BOYLE Sports Licensed Betting Office (LBOs) or Fon-A-Bet. We reserve the right to accept or decline the whole or part of any proposed Bet made on the Services.

11.1.8 Any queries that you have relating to a Bet that you made via the Services must be raised by you no later than six (6) months after the last event in the Bet has been settled.

11.2 Bet Confirmation

11.2.1 Bets will not be valid if there are insufficient funds in your Account.

11.2.2 For Bets placed via Fon-A-Bet, 'acceptance confirmed' will be deemed only after an operator has confirmed the bet stake and selection and confirmed to you that the Bet has been successfully processed and accepted.

11.2.3 A Bet that you request will only be valid once accepted by our servers. Each valid Bet will receive a unique transaction code. We shall not be liable for the settlement of any Bets which are not issued with a unique transaction code. If you are unsure about the validity of a Bet, please check your account history, or contact our Customer Services Team.

11.2.4 Notwithstanding the above, if Bets are placed via Card they are not valid until we have received payment in full. The Bet will be automatically void if we have not received the payment prior to the relevant event commencing.

11.2.5 In the unlikely event of any dispute arising, you acknowledge and agree that our security and transaction records will be the ultimate authority in determining such matters.

11.3 Promotional Offers

11.3.1 From time to time we may offer new and/or existing customers various promotional offers. All such offers and promotions will have their own set of promotional terms (each and collectively "**Promotional Terms**").

11.3.2 Unless otherwise stated in the Promotional Terms, all customer offers are limited to one per: person, family, household address, account, email address, IP address, telephone number, same payment account number (e.g. debit card), mobile device (e.g. mobile or tablet), application download or shared computer (e.g. public library or workplace).

11.3.3 Customers depositing with eWallets (e.g. PayPal, Skrill/Moneybookers, Neteller) do not qualify for our offers, unless otherwise stated in the relevant promotional terms.

11.3.4 The Promotional Terms will be clearly stated for each individual promotion or offer. It is your responsibility to ensure that those Promotional Terms are read and satisfied by you in order to qualify for the offer, and also to facilitate any subsequent redemption and/or withdrawal.

11.3.5 The Promotional Terms are to be read in conjunction with the Terms of Use. Should you be unclear about any point relating to a specific offer, it is your responsibility to contact our Customer Services Team and gain a full understanding before taking part in the offer.

11.3.6 Any breaches of the Terms of Use (including any of the Promotional Terms) which are intended to enhance your expected outcome shall be deemed to be "Unfair Practices". Unfair Practices are as follows:

- (a) adopting playing strategies that are deliberately designed to increase your chances such as participating in syndicated play by working with other customers to enhance the likely outcome of the adopted playing strategy;
- (b) using multiple accounts to obtain more than the number of bonuses permitted by the Promotional Terms;
- (c) using more than one account per household and/or IP address;
- (d) concealing your location in order to access the promotion;
- (e) colluding with other customers (or third parties) in order to increase the chances of securing a profit;
- (f) sharing personalised promotional offers received by you; and
- (g) any other behaviour where we have reasonable grounds to believe that you are deliberately and dishonestly engaging in strategies designed to obtain an unfair advantage.

If we reasonably determine or suspect that you have been engaging in Unfair Practices, then we reserve the right to withhold your winnings

pending further investigation which may lead to cancellation of the balance of your bonus funds and any derived winning. In such case, we reserve the right to void the winnings and close your Account. We will notify you of our actions.

11.3.7 We reserve the right to amend Promotional Terms or withdraw any promotion at any time at our reasonable discretion, and, wherever possible, we will give you advance notice of any material change or withdrawal. Please be assured that we will only make amendments or withdraw a promotion in order to address or correct any significant issues relating to the promotion (such as Errors and/or Malfunctions in the promotion itself) or an event outside of our control. Any such change will not adversely impact Customers who have already started to meet the wagering requirements under a promotion.

11.4 Fraud and Void Bets

11.4.1 We reserve the right to refuse payment on any Bet that we are unable to substantiate on our transaction records.

11.4.2 We reserve the right to void any Bet that we believe (acting in good faith) breaches any term of the Terms of Use, or those of any sports, events or gaming governing body, or which may jeopardise the integrity of the sports or event in question. This includes but is not limited to:

(a) where one or more of the participants in an event displays exceptional form which we reasonably believe was known to you or someone connected to you prior to the event but was concealed from the general public in order to gain an unfair advantage with any Bets placed;

(b) where we have reason to believe that you have used unfair external factors or influences connected with the event(s) to benefit from the Bets placed; or

(c) where we have reason to believe that you are acting in collaboration with others or that you are acting other than on your own behalf.

11.4.3 We reserve the right to suspend a market and/or refuse or limit any Bet(s) at our sole discretion for any reason whatsoever. When a market is suspended, any Bets staked will be rejected. In circumstances where a Bet is deemed to be or is declared void by us at our discretion, any sum deducted from your Account with respect to that Bet shall be credited to your Account. Until acceptance, no communications from you shall be binding on us and all information displayed on the Website constitutes an invitation to Bet or avail of the Services only. Should we determine to waive a rule in the interest of fair play to you, it shall only be for that instant and shall not set a precedent for the future.

11.4.4 You acknowledge, agree and accept that we are not liable to you for any failure in a Bet being placed for any reason including but not limited to:

(a) computer malfunctions, hardware or software equipment, failure of telecommunications services;

(b) any act of omissions by your internet service providers and failure of electrical power or environmental control systems;

(c) any technical failures, system breakdowns, defects, delays, interruptions, manipulated or improper data transmission;

(d) any loss or corruption of data, communications' lines failure, distributed denial of service attacks;

(e) any bugs or viruses or any other adverse technological consequence to service.

11.4.5 If you suspect a person is cheating, match rigging, colluding, obtaining any unfair advantage or undertaking a fraudulent activity you should contact our Customer Services Team and we may investigate the matter but shall not be obliged to take any action unless required to do so by law or any regulatory requirements. We reserve the right to terminate the account of any user suspected of cheating, match rigging, colluding, obtaining any unfair advantage or undertaking a fraudulent activity and we will not be liable for any loss caused as a result of these or otherwise fraudulent or unlawful behaviour. In the case of suspected fraudulent payment, including use of stolen Cards, or any other fraudulent activity (including but not limited to any chargeback, reversal, cancellation or denial of any deposits made into your Account), we reserve the right to terminate your Account, reverse any pay-out made and recover any winnings. We shall be entitled to inform any relevant authorities or entities (including but not limited to credit reference agencies, law enforcement authorities, regulators, gambling operators or external parties) of any payment fraud or otherwise unlawful activity, and we may employ collection services to recover payments.

11.4.6 Where we have reason to believe that a Bet is placed after the outcome of an event is known or there is a clear indication of the likely outcome, or after the selected participant or team has gained a material advantage (e.g. a score, sending off for the other team etc) or on the basis of 'inside information' known to you which is not in the public domain we reserve the right to void the Bet, regardless of the outcome.

11.4.7 If for any reason we are unable to validate the outcome of a particular market (e.g. due to loss of live pictures), all Bets will be void, unless settlement of Bets is already determined.

11.4.8 Where you provide ambiguous instructions, we reserve the right to split the amount of monies staked between the potential outcomes. Where this is impractical we reserve the right to void the whole of the relevant Bet. In any event, our decision shall be final.

11.5 Late Bets

11.5.1 With the exception of "Betting In Running" events (please refer to definitions in the Betting Rules), Bets are accepted up to the

off-time of the event or a pre-determined time, whichever the earlier.

11.5.2 For some sporting events available via the Services we may, in our discretion, allow a grace period during which Bets will be accepted by us but even where we do this we reserve the right to void any or all Bets at any time (including after the event) should we think there has been a significant development in the event before the Bet was accepted. Without prejudice to the generality of the previous sentence, we reserve the right to determine that any Bet is null and void where we have accepted the Bet after the betting has closed, where the event was resolved or at a stage where you could have had any indication of the likely outcome of the event or on the basis of 'inside information' known to you which is not in the public domain. We reserve the right to determine that any Bet or Bets is/are null and void where it/they is/are made by any group of people acting in liaison in an attempt to defraud us.

11.5.3 If, for any reason, a Bet is inadvertently accepted after the event or match has started and the event in question is covered by our live betting in running service (if this is the case then it will be marked as 'Live Betting') we have the option to apply the appropriate price on the relevant selection and accept the Bet or to determine that the Bet will be void.

11.5.4 In the event of there being a dispute over the time at which a Bet was placed by you, then the time at which it was recorded by us on our transactional log will determine settlement.

11.6 Cash Out

11.6.1 By cashing out, you are agreeing to close your Bet at the amount offered to you. Once you have cashed out, the amount you have received for the Bet will not change, irrespective of whether the remaining selections subsequently win, lose or do not complete.

11.6.2 Cash Out functionality is available to customers on the Website on selected sports markets for sports bets and single line multiple bets (i.e. accumulators) comprised solely of selections from markets where the Cash Out functionality is available. It is not available for 'full cover bets' (e.g. trixies, Lucky 15s, Heinz etc) nor is it available on all of our markets.

11.6.3 In order to avoid Bonus Misuse, Cash Out is not available in respect of free bets, bets placed using non-withdrawable funds or any bets placed which would qualify customers to receive a free bet, bonus or promotion.

11.6.4 Whilst we will endeavour to make the Cash Out functionality available wherever possible, the Cash Out service may be unavailable from time to time and we provide no guarantee as to its availability and shall not be liable for any losses claimed from the unavailability of the Cash Out function. We recommend that you do not place bets with the intention of using the Cash Out function as a way of mitigating the liability of your Bet.

11.6.5 Following any request to Cash Out, we will notify you whether such request was successful. Cash Out requests are not guaranteed and may be unsuccessful if, for example, there is a change in the market odds or the market suspends prior to the Cash Out request being processed.

11.6.6 In the event your Cash Out request is unsuccessful, a message will be shown which gives the reason why and a new Cash Out offer may be offered to you.

11.6.7 In the event your Cash Out request is successful, a 'success' message will be displayed and your Bet will be settled immediately and the Cash Out value returned to your Account. The Cash Out value returned is inclusive of your original stake.

11.6.8 When you successfully Cash Out this shall constitute a settlement of your original Bet and any subsequent events will have no impact on the amount returned to your Account. All Cash Out transactions remain subject to our standard settlement and bet acceptance rules set out in the Terms of Use.

11.6.9 In the unlikely scenario that a Cash Out value (or a price relating to a Cash Out value) has been incorrectly offered, we reserve the right to take corrective measures to rectify such errors, including, where applicable, settling the Cash Out request for an amount equivalent to the Cash Out value which would have been available in the absence of such error.

11.6.10 We reserve the right to amend, suspend or remove Cash Out availability at any time on any market or to any customer.

11.7 Suspicious Betting Activity

11.7.1 The term "**Suspicious Betting**" refers to circumstances where we have reasonable grounds to believe that a Bet or Bets have been placed in suspicious circumstances. Suspicious Betting shall include, but not be limited to the following examples:

(a) where the same selection or selections are used an unusual number of times (by comparison with usual betting practices) in different types of multiple Bets;

(b) where there is an inconsistent and / or unusual pattern of Bets (by comparison with usual betting practices) placed on the same selection or selections over a short period of time;

(c) where there is an inconsistent and / or unusual pattern of Bets (by comparison with usual betting practices) placed on the same selection or selections and where the probability of a selection winning (or placing), based on the starting prices, is considerably or inconsistently different to what would be expected based on terms of exposed form and information to hand when the Bet was struck;

(d) where we believe external factors, influences or insider knowledge is shared or used to exploit market positions, with unusual betting patterns (by comparison with usual betting practices) associated with multiple Bets / Bet types featuring the same selections;

- (e) where the integrity of an event or events has been called into question, including, for example, but not limited to where one (or more) of the participants in an event displays exceptional form which we reasonably believe was known to you or someone connected to you at the time that Bet was placed but was concealed from the public generally in order to gain an unfair advantage in any Bets placed on that event (or those events);
- (f) where we have reasonable grounds to suspect that any Bets were placed robotically or by automated means;
- (g) where we reasonably suspect that you have opened a duplicate account or that subsequent account or accounts are under common control with your Account;
- (h) where we reasonably believe that Bets have been placed from a location or device other than the location or device which you claim to be using to place the Bet;
- (i) where an investigation or communication with governing bodies or other bookmakers reasonably leads us to believe that betting patterns are associated with others, or acting on behalf of others, in relation to the above.

11.7.2 Where we believe we have reasonable grounds of Suspicious Betting, we may at our reasonable discretion take the following actions:

- (a) request further information from you as may be reasonably required by us to investigate whether the Bet or Bets constitute Suspicious Betting;
- (b) carry out an investigation using reasonable endeavours, including but not limited to the use of various collusion, suspicious betting, fraud and cheating detection practices which are used in the gambling industry;
- (c) suspend your access to your Account during the investigation;
- (d) cancel or void all Bets deemed by us as Suspicious Betting or activate any other policy regarding accounts as covered in the Terms of Use;
- (e) limit the payment of winnings in respect of those suspicious Bets to the maximum payout for individual Bets on any particular market or markets as set out in the Rules;
- (f) close your Account.

11.7.3 We will not be liable for any loss you or any other person may incur as a result of any Suspicious Betting.

12. Errors, Malfunctions and Interruptions

12.1 We make every effort to ensure that your enjoyment of the Services is not affected by any malfunctions, errors or interruptions. However, human and/or systems error may occasionally result in malfunctions, errors or interruptions.

12.2 In this clause, we set out a description of the things that can go wrong and the rights that both you and we have in such circumstances. Please note that this clause does not override any rights that you may have under consumer laws and regulations and we do not intend that they should.

12.3 For the purposes of this clause, we shall refer separately to Errors, Malfunctions and Interruptions, based on the following:

12.3.1 An “**Error**” refers to a mistake or error that is not exclusively technical. For example, the mistaken posting of incorrect odds or prize money, the offer of incorrect terms for participation in a promotion or gambling opportunity. Errors can arise from human mistakes, administrative, operational or systems failures and combinations of all of these.

12.3.2 A “**Malfunction**” refers to where an automated process fails to operate as designed or intended. For example, where a piece of computer software produces a deviation from its intended performance specifications or parameters, or where two pieces of software fail to interface or communicate with each other in the manner intended or designed, in either case so as to produce a result which is not the result that was intended or designed. These malfunctions may or may not be apparent to us or to you and they may only come to light as and when settlement instructions, game outcomes, winnings or cashouts are investigated and analysed retrospectively.

12.3.3 An “**Interruption**” refers to an interruption in a gambling transaction for any reason. For example, an interruption caused by the failure of the internet or connectivity, or severe latency in communications, or technical failure due to some disaster or unforeseen event.

12.4 If as a result of an Error and/or Malfunction, your Account is credited with winnings that you would not have received were it not for that Error and/or Malfunction, we will have the right to void the relevant transaction and withhold the relevant winnings. This applies even if the relevant gambling product could have produced the same or similar amount of winnings without the intervention of the Error or Malfunction and it applies whether the Error and/or Malfunction was apparent to you or to us or neither. If you have withdrawn any such winnings, you agree that you will pay them back to us as and when we ask you to.

12.5 Where any Error or Malfunction is or becomes apparent or obvious to you or you suspect that an Error or Malfunction may be occurring, you agree that you will cease your use of the relevant Service(s) immediately, and will report it to our Customer Services Team immediately.

12.6 We will try and deal with Interruptions in a way that is fair and does not disadvantage our customers. In circumstances where an Interruption occurs, the following shall apply:

12.6.1 where an Interruption occurs after we receive notification of your wager and where you can have no further influence on the outcome of the event or wager, the results of the wager will stand;

12.6.2 where an Interruption to a single-participant single-stage event occurs before an outcome has been generated, we will return your stake to your Account;

12.6.3 for games where there are multiple stages or decision points we will take all reasonable steps to restore the game to its last known state prior to the Interruption to enable you to complete the Game;

12.6.4 for Games with multiple participants (equal chance or otherwise), we will deal with these as seems fairest to us (acting reasonably) on a case-by-case basis; and

12.6.5 for Games that are progressive jackpots, progressive jackpot values will be restored to their pre-failure state to the extent it is within our control and not the games provider.

12.7 Any exploitation of Errors and/or Malfunctions and/or Interruptions is categorised as Prohibited Conduct and so is subject to the rights and remedies available to us under clause 9.2.

12.8 We reserve the right to reclaim from you any amounts incorrectly credited to your Account and paid to you via any payment method as a result of an Error and/or Malfunction and/or Interruption. In such circumstances, you hereby authorise us to withdraw such monies directly from your Account or any other account into which the monies have been paid, to cancel cheques that you may have received or to direct that your payment method be debited to the amount paid over. You agree to promptly provide us with any assistance that we request in relation to any such Error and/or Malfunction and/or Interruption and to repay such amounts to us, for which time shall be of the essence.

13. Game Rules

13.1 Gaming

13.1.1 The Rules for the Games form part of the Terms of Use and it is your responsibility to read and understand the applicable Rules relating to the Games.

13.1.2 Your acceptance of the Terms of Use includes acceptance of the applicable Rules for each Game and your obligation to comply with such Rules shall be a condition of you being entitled to play the Game.

13.1.3 You can access the Rules for each Game by clicking on the Help section once the relevant Game has launched.

13.1.4 You fully acknowledge and agree that random number generator software will determine all of the outcomes of each of the Games (excluding Live Casino).

13.1.5 Any fraudulent activity or cheating will not be tolerated. If we consider in our reasonable discretion that you have: (1) dishonestly manipulated the Games or taken an unfair advantage of us or the Games; or (2) attempted to defraud us or any other customer or legal entity, we reserve the right to suspend and/or close your Account withholding any or all winnings and share information (together with your identity) with the police and other appropriate authorities. The following is a non-exhaustive list of actions that we consider constitute fraudulent activity or cheating:

(a) collusion with other individuals;

(b) use of any artificial intelligence, automated players (bots) or player assistance software;

(c) card counting;

(d) exploitation of any loopholes or vulnerabilities in the software or functionality of the Games.

13.1.6 You will not in any way interfere, interrupt, attempt to interrupt, or attempt to manipulate the operations of the Games or the normal play of any of our products. Failure to comply with this rule may lead to suspension and/or termination of your Account, forfeiture of any winnings from such prohibited behaviour and possible criminal and civil investigations.

13.1.7 Collusion between you and any other customers or participants, as determined at our reasonable discretion, by sharing "hole" cards or by any other methods is strictly forbidden. To detect collusion, we use sophisticated software to analyse hands, gameplay history and suspicious activities. Our system monitors card history, betting patterns, player history and gameplay, including all Bets, for all customers, up to and including the last round of betting where applicable. We also look at various other sources of information as part of our anti-collusion checks. We reserve the right, in addition to other measures, to restrict seating and/or to prohibit customers from playing at a particular poker table or in a tournament, including restricting two or more customers from playing together at the same table or in the same tournament and you agree to cooperate fully with us in respect of such measures and to investigate any such activity.

13.1.8 Where we reasonably believe that "match-rigging" has taken place, either as a result of the size or volume of Bets received, or

from other evidence (including where you are suspected of improper activity with any other online gambling site or services), or where the integrity of an individual event is called to question, we reserve the right to withdraw an offer, temporarily withhold payment and ultimately to declare Bets on that event void.

13.2 Shared Poker Rooms

13.2.1 We participate in a shared poker room network which enables you to play poker together with other players from other poker room websites/client software all joining the same game or the table or the tournament through a shared poker room platform managed by a third party provider of poker network services. The Poker Website is part of the iPoker Network.

13.2.2 You agree that if you join a shared poker room on the Poker Website to play a Poker Game and/or access our poker services, you will accept and comply with the Poker Room Terms. It is your responsibility to read and understand the Poker Room Terms. Your acceptance of and compliance with the Poker Room Terms at the time that you join a shared poker room on the Poker Website shall be a condition of you being entitled to play any Poker Game in the shared poker room on the Poker Website. The Poker Room Terms form part of the Terms of Use.

13.2.3 To protect the integrity of the iPoker network, and ensure fairness for all players, iPoker Security monitors active processes of players' computers for the use of prohibited software while the poker client is active.

13.2.4 In participating in any poker game, you agree that you shall not:

(a) utilise any tool or service that plays without human intervention (effectively reduces the need for human decision-making) or offers advice on what action to take through reading of the current game state concurrent with play commonly known as a Bot, GTO and RTA ('Real Time Assistance');

(b) compile hands by observing games without playing, or using hands acquired through such methods commonly known as datamining. Examples include but are not limited to SmartHand / statname;

(c) use any tool or service that assists in game selection efficacy commonly known as seating scripts. Examples include but are not limited to Magic Seat / one007;

(d) reference materials that provide advice beyond a basic level, as well as tools or services geared toward ease of referral to said materials. Examples include but are not limited to Equilab / AssassinatoHUD. Tools or services that compute advanced equity calculation. Examples include but are not limited to Piosolver / ICMIZER.

For the avoidance of doubt, any software which advises or removes the decision process, or automates the interaction with the poker client by a human being is strictly prohibited while playing at the tables. Any player deemed to be using such software may have their poker account permanently closed and/or funds confiscated to recompense those players affected by its illegitimate use against them.

13.2.5 We reserve the right to terminate your participation in a poker game or deny you from accessing the shared poker room on the Poker Website should you fail to comply with any of the Terms of Use, including the Rules and the Poker Room Terms. You understand that when playing in a poker room on the Poker Website to play a poker game and/or access our poker services you may be interacting with players or users who are third parties with whom we do not have any agreement and, accordingly, we are not responsible for any act or omission of any other person in a shared poker room on the Poker Website.

13.3 Shared Bingo Rooms

13.3.1 We participate in a shared bingo room network which enables you to play bingo with players from other bingo room websites or progressive jackpot slot games through a shared bingo room platform managed by a third party provider which provides the bingo network services. The bingo service we offer forms part of the Virtue Fusion Network (VFN).

13.3.2 You agree that if you join a shared bingo room on the Website to play a bingo game, you will accept and comply with the Bingo Rules which can be found in the FAQ section of the bingo lobby. It is your responsibility to read and understand the Bingo Rules and your acceptance of and compliance with the Bingo Rules at the time that you join a shared bingo room shall be a condition of you being entitled to play any bingo game in the shared bingo room. The Bingo Rules form part of the Terms of Use. It is your responsibility to read and understand the Rules of each Game, including any terms and conditions attached to such use. You can access the Rules for each Game by clicking on '?' once a Game has launched in the BoyleSports Bingo lobby and on "i" button from a standalone version of the Game on the BoyleSports Bingo website.

13.3.3 We reserve the right to terminate your Bingo Game or deny you from accessing the shared bingo room should you fail to comply with any of the terms and conditions of the Terms of Use, including the Bingo Rules. You understand that when playing in a bingo room on the Website to play a Bingo Game, you may be interacting with players or users who are third parties with whom we have any agreement and, accordingly, we are not responsible for any act or omission of any other person in a shared bingo room on the Website.

13.3.4 As a member of the VFN, we provide our bingo users with access to BoyleSports Bingo Chat Rooms, public and/or private. The following rules and guidelines apply:

(a) complaints should be directed to the Customer Services Team who will be happy to help you resolve any issue experienced. If you

have submitted a help request to Customer Services and have not yet received a response, please allow staff adequate time to respond to your ticket;

(b) no children (persons younger than 18 years of age) are allowed in the BoyleSports Bingo chat rooms. The BoyleSports Bingo Services are for adults only. In the event that a minor gains access to an account held by an adult, the owner of the Account will be held responsible for the minor's actions;

(c) soliciting other players for money is strictly prohibited. Our policy, outlined below, is for the protection of all players and to maintain an enjoyable environment in our chat rooms;

(d) please do not discuss or announce your account balance at any time;

(e) do not solicit players for "gifts" or "loans" of money, for yourself or any other player;

(f) do not solicit winning players for funds;

(g) our Chat Managers (CMs) are there to help you: please respect them;

(h) player aliases must be in good taste and may not have the pre-fix of CM. We reserve the right to request that a player change his/her alias, at our discretion. Should a player refuse to change his/her alias within a 48 hour time period, he/she will be permanently blocked from the chat rooms;

(i) please respect fellow players: players should not harass, slander, libel, insult, abuse or threaten others;

(j) all discussion of other bingo sites, advertising of other sites and/or recruitment for, or on behalf of other sites, is strictly prohibited;

(k) we reserve the right to ban a player from chat, or suspend their chat facility for an unspecified period;

(l) players are not permitted to slander or libel VFN or our management, employees or affiliates.

13.4 Live Racing Footage and Race Data

13.4.1 You agree that the live linear audio-visual coverage and related audio commentary distributed via broadband internet streaming made available on www.boylesports.com, part of the Website from time to time of horse races taking place in the United Kingdom (the "**UK Footage**") is owned by Racing UK Limited ("**Racing UK**"), is licensed to The Betting Site Limited ("**TBS**") and in turn is licensed to us. Any data relating to horseracing including "pre-race data", "race-day" or "on-course" data is commonly collated and distributed by or on behalf of the British Horseracing Board Limited (or such other licensor of such data from time to time) which shall be taken to include information available on the day of a horse race such as betting shows, starting prices, results, objections, scratchings, jockey changes, going and related information (the "**Race Data**") is also licensed to us by TBS. You also agree that live linear audio-visual coverage, related audio commentary and related Race Data for horse races taking place in North American racetracks (the "**US Footage**") is owned by the Host Tracks ("**Host Tracks**"), is licensed to TSG Global Wagering Solutions LLC ("**GWS**") and in turn is licensed to us. The UK Footage and the US Footage are collectively "**The Footage**". Racing UK and Host Tracks shall remain the exclusive legal and beneficial owner of all IP Rights in the respective Footage in perpetuity. All rights not explicitly granted in the Footage or the Race Data in these Terms and Conditions are reserved by Racing UK, TBS, Host Tracks, GWS and us.

13.4.2 You may view the Footage once on a personal computer screen for personal, private, domestic, non-commercial uses only in accordance with clause 13.4. UK Footage can only be viewed in England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. You agree and acknowledge that we or TBS may use geo-blocking technology to prevent access to any Footage from an IP address which we or TBS considers to be outside of any of these territories for any reason. US Footage can be viewed worldwide except United States of America, Canada and countries from which we do not accept Bets or play. You agree and acknowledge that we or GWS may use geo-blocking technology to prevent access to any Footage from an IP address which we or GWS considers to be inside of any of these territories for any reason or in any territory where such view would either not be in compliance with applicable laws or would otherwise be unlawful.

13.4.3 You agree and acknowledge that your right to view Footage is conditional on you having placed a Bet in respect of the event to which the particular Footage relates and you agree that you will not endeavour to circumvent this condition or avoid its application by any means.

13.4.4 You shall not:

(a) make the Footage or Race Data available to anyone else nor use or view the Footage or Race Data other than as expressly permitted by this clause 13.4;

(b) copy, distribute, relay, broadcast, or communicate the Footage or Race Data to any other person (including to the public) or otherwise exploit or deal with or make any Footage or Race Data available on the Website other than that permitted under this clause 13.4;

(c) include any portion of the Footage or Race Data in any equipment or item save as specifically permitted under clause 13.4 or develop any improvement or derivative works of any part or all of the Footage or Race Data;

(d) edit, copy, amend, distort, modify, distribute, reformat, disassemble, delay, store, adapt or repeat the Footage, Race Data and/or its transmission or otherwise do anything that is contrary to any of the moral rights or other rights of the owner of the IP Rights in the

Footage or Race Data;

(e) remove any product identification (including but not limited to screen icons), legend or notice, or any proprietary or copyright notice from any part of the Footage or Race Data;

(f) represent or claim that you own any part or all of the Footage or otherwise do anything that is inconsistent with our, TBS', Racing UK', Host Tracks' and/or GWS's rights in the Footage or Race Data;

(g) store or transmit any Footage or Race Data to any publication, user group, other website, electronic bulletin board, mailing list, server or other storage device in any form including your mobile telephone;

(h) sell or commercially exploit any part or all of the Footage or Race Data in any way.

13.4.5 You agree and acknowledge that each or all of Racing UK, TBS and Trinity Mirror PLC, Host Tracks, GWS and any of their or the BoyleSports Group companies may enforce any provision of these Terms and Conditions against you in the name of BoyleSports (Gibraltar) Limited or in their own right pursuant to third party rights.

13.4.6 You agree and acknowledge that we, Racing UK, TBS and Trinity Mirror PLC, Host Tracks, GWS and any of their or the BoyleSports Group companies shall have no liability for your inability to view the Footage on any equipment, item, hardware or software. You agree and acknowledge that while we shall endeavour to procure that TBS and GWS shall use reasonable endeavours to ensure that the Footage and Race Data do not contain or constitute any material of any nature that is unlawful under any applicable laws or regulations and/or which is in breach of any third party rights (including IP Rights) and/ or any which consists of any virus, worm, Trojan horse, software lock, "drop dead" device, trap door, time bomb or other contaminant or material that has the ability to access and modify, delete, disrupt or damage any data files or other computer programs, software or hardware or any material that provides access to any such contaminants or materials.

13.4.7 You agree and acknowledge that, as a condition of accessing the Footage and Race Data, you are required to be legally and contractually bound by these Terms and Conditions.

13.4.8 If we have reason to believe that there is likely to be a breach of Terms, security or misuse of your account, we may suspend or terminate your Account without offering you any explanation. In any event, our decision is final.

13.5 Video Streaming

You agree and acknowledge that live or recorded audio-visual coverage of racing from races run at UK and Irish racecourses by Attheraces Limited may be made available on the Website from time to time by us ("Live Streaming"). You agree that we can notify Attheraces Limited in the event of any breach of your obligations in relation to these Terms and Conditions, at our discretion, including your infringement of any IP Rights in the Live Streaming.

14. Use of the Website

14.1 Restriction on Right to Use

14.1.1 Subject to the Terms of Use, we grant to you a limited, personal, non-exclusive, non-transferable licence to use the Software for the sole purpose of participating in the Services available on the Website.

14.1.2 You hereby acknowledge that all intellectual property rights, title and interest in and to the Software, including any modification, enhancement, adaptations, translation and any other change of or addition to the Software belong exclusively to the licensor (the "**Software Provider**") even if based on ideas, suggestions or proposals submitted by you or any other third party. The Software and accompanying documentation which have been licensed to us are proprietary products of the Software Provider and are protected throughout the world by copyright law. Your use of the Software does not give you ownership of any intellectual property rights in the Software and it does not grant you any rights whatsoever with respect to the source code of the Software.

14.1.3 You agree that you shall irrevocably assign to the Software Provider any rights, titles or interests which you have or may acquire in the Software including, but not limited to, patents, copyrights, trademarks, trade secrets or know-how. You agree that you shall sign and deliver to the Software Provider any documents which the Software Provider considers necessary or desirable to evidence or effect the assignment of any such rights to the Software Provider and its ownership of such rights.

14.1.4 You agree that you shall not (and you agree not to allow any third party to):

(a) adapt, translate, convert, decode, decompile, disassemble or reverse engineer any portion of the Website;

(b) modify, create derivative works from, sub-licence, assign, rent, lease, loan, transfer or copy any of the Software or make or distribute copies of the Software;

(c) remove any copyright, trademark or other proprietary rights notices contained in or on the Website, or in or on any content or other material obtained via the Website;

(d) use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Website;

- (e)** access, retrieve or index any portion of the Website for purposes of constructing or populating a database;
- (f)** reformat or frame any portion of the web pages that are part of the Website;
- (g)** create user accounts by automated means or under false or fraudulent pretences or create multiple logins;
- (h)** create or transmit unwanted electronic communications such as "spam" to other users or members of the Website or otherwise interfere with other users or members enjoyment of the Website;
- (i)** transmit any viruses, worms, defects, trojan horses or other items of a destructive nature;
- (j)** use the Website and/or the Services and/or to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including which is deemed threatening or obscene;
- (k)** copy or store any software, data or material available on the Website for other than your own use;
- (l)** copy or translate any user documentation provided on the Website or to you in electronic format;
- (m)** use the Website and/or the Services in a manner that is illegal or that is reasonably likely to bring us into disrepute or to cause us or any of our officers or senior employees to be charged with a criminal offence, including but not limited to dishonesty or fraud;
- (n)** use any device, software or routine that interferes with the proper working of the Website and/or Services, or otherwise attempt to interfere with the proper working of the Website and/or Services;
- (o)** take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- (p)** use the Website and/or the Services to breach any applicable law;
- (q)** collect or store personal data about other users in connection with the prohibited activities described in this paragraph;
- (r)** engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming via the Website;
- (s)** impersonate any person or entity;
- (t)** upload, post, email, transmit or otherwise make available using the Website any material that you do not have a right to make available under any law or contractual obligation which includes a breach of third party intellectual property rights;
- (u)** make any submissions which may reasonably be considered as defamatory, abusive, unlawful, offensive or of a racist, sexist or otherwise discriminatory nature or use any abusive or aggressive language or images, swear, threaten, harass or abuse any other users or third parties.

14.1.5 We may seek criminal and contractual sanctions against any customer involved in fraudulent, dishonest or criminal acts via or in connection with the Website and/or the Services. We will withhold payment to any customer where any of these are suspected. You shall indemnify and shall be liable to pay to us, on demand, all Losses arising directly or indirectly from your participation in any fraudulent, dishonest or criminal act.

14.1.6 The Software is provided "as is" without any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. We hereby exclude all implied terms, conditions and warranties (including any of merchantability, satisfactory quality and fitness for any particular purpose).

14.1.7 In the event of communications or system errors occurring in connection with the settlement of accounts or other features or components of the software, neither we nor any Software Provider will have any liability to you or to any third party in respect of such errors. We reserve the right in the event of such errors to remove all relevant products from the Website and/or take any other action to correct such errors.

14.1.8 You hereby acknowledge that how you use the Software is outside of our control. Accordingly, you load and use the Software at your own risk. We will not have any liability to you or to any third party in respect of your receipt of and/or use of the Software.

14.1.9 The Software used on the Website includes non-public and confidential information, which is secret and valuable to us and/or the Software Provider. You agree, as long as you use the Website and/or the Software and thereafter, to (i) keep all such confidential information strictly confidential, (ii) not to disclose such confidential information to any third party, and (iii) not to use such confidential information for any purpose other than using the Services. You further agree to take all reasonable steps at all times to protect and keep secret such confidential information.

14.1.10 While we endeavour to ensure that the Website is available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period. We reserve the right to make changes or corrections to or to alter, suspend or discontinue any aspect of the Website and the content or services or products available through it, including your access to it.

14.2 Your equipment

14.2.1 Your computer equipment or mobile device and internet connection may affect the performance and/or operation of the Website. We do not guarantee that the Website will operate without faults or errors nor that the Services will be provided without interruption. We do not accept any liability for any failures or issues that arise due to your equipment, internet connection or internet or telecommunication service provider (including, for example, if you are unable to place Bets or to view or receive certain information in

relation to particular events).

14.2.2 For customers using the Mobile Apps, please note that we will not be responsible for any damage to, or loss of data from the mobile device that the Software is installed on, and will also not be responsible for any call, data or other charges incurred whilst using the Software.

14.3 Third Party Content

14.3.1 We receive feeds, commentaries and content from a number of suppliers. Certain third party product providers may require you to agree to additional terms and conditions governing the use of their feeds, commentaries and content. If you do not accept the relevant third party terms and conditions, do not use the relevant feeds, commentaries or content.

14.3.2 We do not accept any liability in respect of any third party feeds, commentaries and content.

14.3.3 We do not allow any employee, anyone else in any way connected to such employee or anyone otherwise connected to a third party service provider (to be determined in our absolute discretion) to Bet on any market or event where the third party service provider is providing a service to us. We will void any Bet where we determine in our absolute discretion that such betting/wagering has taken place.

15. Our Liability

15.1 Whilst we will provide the Services with reasonable skill and care, the information and material on the Website is provided “as is”, without any guarantees, conditions, warranties or other terms of any kind. The Website may contain typographical errors or other inaccuracies, or information that is out of date. We exclude any liability for Errors, Malfunctions and/or Interruptions and refer you to clause 12 for more information on this.

15.2 EXCEPT FOR OUR OBLIGATION TO PAY WINNINGS FOR SUCCESSFUL AND VALID BETS PLACED BY YOU AND SUBMITTED AND ACCEPTED ACCORDING TO THE TERMS OF USE (BUT EXPRESSLY EXCLUDING WINNINGS ARISING FROM AN ERROR AND/OR MALFUNCTIONS AND/OR INTERRUPTIONS), OUR TOTAL AGGREGATE LIABILITY (INCLUDING THAT OF OUR GROUP COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) TO YOU IN CONTRACT, TORT (INCLUDING BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE SHALL BE LIMITED TO:

15.2.1 WHERE OUR LIABILITY RELATES TO A BET: THE AMOUNT OF THE BET STAKED BY YOU IN RESPECT OF WHICH OUR LIABILITY HAS ARISEN;

15.2.2 WHERE OUR LIABILITY RELATES TO THE MISAPPLICATION OF FUNDS: THE AMOUNT OF MONEY IN YOUR ACCOUNT THAT HAS BEEN MISPLACED BY US; AND

15.2.3 IN RESPECT OF ANY OTHER LIABILITY: THE AVERAGE BALANCE HELD IN YOUR ACCOUNT IN THE PREVIOUS SIX (6) MONTHS (OR THE TERM OF THE ACCOUNT IN THE CASE OF ACCOUNTS OPEN FOR LESS THAN SIX (6) MONTHS).

15.3 WE (INCLUDING OUR GROUP COMPANIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES) SHALL NOT BE LIABLE TO YOU, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN RESPECT OF ANY:

15.3.1 LOSS OF DATA;

15.3.2 LOSS OF PROFITS;

15.3.3 LOSS OF REVENUE;

15.3.4 LOSS OF BUSINESS OPPORTUNITY;

15.3.5 LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;

15.3.6 BUSINESS INTERRUPTION; OR

15.3.7 INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE,

EVEN WHERE SUCH LOSS OR DAMAGE HAS BEEN NOTIFIED TO US AS BEING POSSIBLE, ARISING OUT OF THE TERMS OF USE OR ANY USE WHATSOEVER BY YOU OF THE SERVICES.

15.4 Nothing in the Terms of Use shall operate to exclude any liability which we may have in respect: (a) death or personal injury arising from our negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be excluded or limited under applicable law.

15.5 Commentary, editorial content and other materials posted on the Website are not intended to amount to advice on which reliance should be placed by you. We disclaim all liability and responsibility arising from any reliance placed on such materials by you, or by anyone who you may inform of any of its content. We aim to update the Website regularly, and may change the content at any time.

15.6 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or that impairs computer programs or that may infect your computer

equipment, computer programs, data or other proprietary material due to your use of the Website, your Account or the Services or to your downloading of any material posted on the Website, or on any website linked to it.

15.7 We do not guarantee the security of the Website, your Account or the Services or any systems connected with the Website (including the internet and your hardware and software), used in accessing the Services or any information passed through such systems.

15.8 You agree that we are not responsible for how the Website, your Account or the Services is used by you and that such use is not within our control. Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from us or through or from the Website shall create any warranty not expressly stated in these Terms and Conditions.

16. Force Majeure

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms of Use that is caused by events outside our reasonable commercial control (a **"Force Majeure Event"**). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable commercial control and includes in particular (without limitation) the following:

16.1.1 strikes, lock-outs or other industrial action;

16.1.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

16.1.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;

16.1.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

16.1.5 impossibility of the use of public or private telecommunications networks;

16.1.6 the acts, decrees, legislation, regulations or restrictions of any government.

16.2 Our obligations under the Terms of Use are deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable commercial endeavours to find a solution by which our obligations under the Terms of Use may be performed despite the Force Majeure Event.

17. Third Parties Rights and Disputes

17.1 Save for any member of the BoyleSports Group or any third party referred to in the Terms of Use, a person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

17.2 You must tell us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Website, your Account or the Services. Without prejudice to any other rights or remedies that we might have, you will, at our request, immediately stop the act complained of and, if we ask you to, you must confirm the details of the claim in writing and provide whatever additional information that we request from you. If you fail to stop the act or acts complained of we reserve the right to take any and all appropriate action against you under the Terms of Use.

18. Indemnity

You agree to indemnify on demand and keep us indemnified against any Losses (including reasonable and properly incurred legal fees) suffered or incurred by us or our group companies arising as a result of:

18.1.1 your breach of the Terms of Use;

18.1.2 your fraudulent, negligent or unlawful use of the Services; or

18.1.3 any infringement by you, or any third party using your Account or Login Credentials, of any intellectual property rights or other right of any person or entity.

This indemnity does not apply to the extent that any loss arises from our own fault or failure to comply with the Terms of Use or applicable law.

19. Our Intellectual Property Rights

19.1 We are the owner and/or the licensee of all intellectual property rights in the Website. All such rights are reserved.

19.2 The Websites (including, but not limited to, text, photographs, graphics, video and audio content) are protected by copyright as collective works or compilations under the copyright laws of Ireland and other countries.

19.3 You acknowledge that the Website and any underlying technology or software used in connection with them is owned by us or our licensors.

19.4 You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, and/or materials available on the Website in whole or in part except as expressly provided.

19.5 Except as expressly and unambiguously provided in the Terms of Use, we and our licensor(s) do not grant you any express or implied rights, and all rights in the Website not expressly granted by us to you are retained by us.

19.6 We are the proprietor of various registered and unregistered trademarks, including trademarks incorporating the "Boyle Sports" name and related brands, which may be displayed on the Website from time to time. All product names mentioned on our Website are the trademarks of their respective owners, and other trademarks may be displayed on our Website from time to time. Some material on our Website may contain other information containing intellectual property of a third party. Nothing displayed on our Websites should be construed as granting you any licence or right of use of any logo, information or trademark displayed on it, without the express written permission of the relevant owner, save as expressly provided in the Terms of Use.

19.7 You may print off one copy, and may download extracts, of any page(s) from our Website for your own personal and non-commercial reference. Any commercial use or exploitation of the Website or its content is strictly prohibited.

19.8 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, or any graphics separately from any accompanying text.

19.9 If you print off, copy or download any part of the Website in breach of the Terms of Use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

19.10 If you make use of a feature that allows you to upload material, information, comments, postings or other content to the Website ("**User Content**"), then the User Content will be considered to be non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any User Content for any purpose. We may disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights or of their right to privacy. We reserve the right to remove, amend or edit any User Content you make on the Website.

20. Linking to our Website and from our Website

20.1 You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, sponsorship or endorsement on our part without our express written permission. You must not establish a link from any website that is not owned by you. You must not establish a link to or from any third party online gaming products websites or otherwise promote any third party gaming software products in connection with the Website.

20.2 We reserve the right to withdraw linking permission without notice. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the homepage. If you wish to make any use of material on the Website other than in the manner set out above, please address your request by email to marketing@boylesports.com.

20.3 Where the Website contains links to other websites and resources provided by our partners or other third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you link to any such websites you leave the Website and do so entirely at your own risk.

20.4 In order for you to use certain products offered on the Website you may need to download some software (for example, Casino and Poker clients). Also, some third party product providers may require you to agree to additional terms and conditions governing the use of their products. If you do not accept those third party terms and conditions, do not use the relevant third party software. We do not accept any liability in respect of any third party software.

21. Communication

21.1 In the course of providing the Services and managing your Account, we may need to contact you using the details that you have provided. You agree to receive service communications that are necessary for the operation, security or administration of your Account. These communications are not for marketing purposes and do not require separate consent.

21.2 We will only send you marketing or promotional messages (including offers or information about new products or features) if you have given us your explicit consent to do so, and you may withdraw that consent at any time through your Account settings or by following the unsubscribe instructions in the message. For the avoidance of doubt, we will not send communications to you during any period of self-exclusion.

22. Severability

In the event that any clause or any part of any clause in the Terms of Use is declared invalid or unenforceable, by the judgment or decree by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other provisions contained in the Terms of Use shall remain in full force and effect and shall not be affected by such finding.

23. Interpretation

The original text of these Terms and Conditions is in English and any interpretation of it will be based on the original English text. If the Terms of Use or any documents or notices related to them are translated into any other language, the original English version will prevail.

24. Modifications to Terms of Use

24.1 We may need to revise and amend the Terms of Use from time to time for reasons including but not limited to:

24.1.1 changes in market conditions affecting our business;

24.1.2 changes in technology;

24.1.3 changes in payment methods;

24.1.4 changes in relevant laws and regulatory requirements; and

24.1.5 changes in our systems' capabilities.

24.2 We will notify you of any significant changes to the Terms of Use by an appropriate method before they come into effect in relation to your use of the Services. Methods of notifying you may include (i) email or (ii) a pop-up on the Website requiring you to re-accept the revised Terms of Use (or any part of them) in order to continue using the Services. Notwithstanding the foregoing, it remains your responsibility to check the Terms of Use from time to time to ensure that you agree with them, and your continued use of the Services will be deemed to be your acceptance of any changes we may make.

24.3 If you do not agree to any change to the Terms of Use, you may close your Account at any time after the change is published.

24.4 The date on which any modified versions of these Terms and Conditions are effective will be as stated at the top of these Terms and Conditions.

25. Waiver

A failure to exercise or delay in exercising a right or remedy provided by the Terms of Use or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Terms of Use or by law prevents further exercise of that right or remedy or the exercise of another right or remedy.

26. Assignment and Entire Agreement

26.1 We may assign or subcontract any or all of our rights and obligations under the Terms of Use to a third party at any time, at our discretion. You may not, without our prior written consent, assign or dispose of any of your rights or obligations arising under the Terms of Use.

26.2 The Terms of Use contain the entire agreement and understanding between the parties relating to the Website and/or the Services, and supersede any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or us.

26.3 Where you download Software from the Website you may be required to accept terms and conditions between you and a third party and/or us or as a condition of downloading such Software, and where this is the case those terms and conditions shall form part of the Terms of Use. If there is an inconsistency between any of the provisions of these Terms and Conditions and any terms specifically relating to downloading Software from the Website then these Terms and Conditions shall prevail in preference to the terms and conditions relating to the downloading of Software.

27. Miscellaneous

Nothing in the Terms of Use in relation to the Services shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the parties and neither party shall have authority to bind the other in any way unless expressly provided otherwise in this agreement in relation to the Services.

28. Your Concerns and Complaints

28.1 If you have a concern or complaint about a Bet, gaming transaction, claim or any aspect of the Services, please contact our Customer Services Team in the first instance. You can reach BoyleSports Customer Services at Finnabair Industrial Park, Dundalk, Co Louth, by email at care@boylesports.com, or by phone (ROI 1800 22 00 66 / UK 0800 22 00 66 / International +353 42 604 1800). We will acknowledge receipt of your complaint within 24 hours.

28.2 If your query is not resolved by the first representative, you may request that it be escalated to a manager or supervisor. A manager will review the matter and contact you with an update within 48 hours. Calls are monitored or recorded for training, quality-assurance and regulatory-compliance purposes.

28.3 If following the conclusion of our internal complaints process, you remain dissatisfied with the outcome, or if we have not provided our final response within eight (8) weeks of receiving your complaint, you may refer the matter for free adjudication to the Independent Betting Adjudication Service (IBAS), telephone +44 (0)207 347 5883 or via www.ibas-uk.com. IBAS's decision will be binding, in accordance with IBAS's rules.

28.4 If you are registered outside Great Britain, you may raise the matter with the Gibraltar Gambling Commissioner. Further information is available at Gambling Division | HM Government of Gibraltar and <https://gamblingdivision.gov.gi/complaints>.

28.5 Our complaints procedure is available in accessible formats upon request.

29. Jurisdiction and Applicable Law

The courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, a visit to or use of the Services although we retain the right to bring proceedings against you for breach of the Terms of Use in your country of residence or any other relevant country. The Terms of Use are governed by the laws of England and Wales. The rights and remedies contained in the Terms of Use are cumulative and not exclusive of rights or remedies provided by law.