

[Terms of Use]

## GAME PAYMENT TECHNOLOGY LIMITED

### Terms of Use – 13<sup>th</sup> February 2020

IMPORTANT – PLEASE READ THESE TERMS OF USE ("TERMS") CAREFULLY. THESE TERMS COMPRISE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND GAME PAYMENT TECHNOLOGY LIMITED ("GPT") FOR YOUR USE OF THE GAME PAYMENT MOBILE APPLICATION SOFTWARE ("APP") AND ANY UPDATES OR SUPPLEMENTS TO IT ALONG WITH THE SERVICES YOU CONNECT TO VIA THE APP AND THE CONTENT GPT PROVIDE YOU THROUGH IT ("SERVICES").

BY CLICKING ON THE "I AGREE" BUTTON WHEN YOU REGISTER WITH THE APP YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL NOT BE ABLE TO REGISTER WITH THE APP AND USE THE SERVICES.

#### IMPORTANT NOTICE

GPT IS COMMITTED TO PROVIDING SERVICES THAT CONTRIBUTE TO A FUN GAMING EXPERIENCE. WE ALSO RECOGNISE THAT FOR SOME INDIVIDUALS, GAMING CAN CAUSE PROBLEMS.

AS A RESULT OF THIS, WE PROMOTE RESPONSIBLE GAMING ALONG WITH A NUMBER OF RESPONSIBLE GAMING TOOLS AND FEATURES WHICH WE ENCOURAGE OUR CUSTOMERS TO USE IN ORDER TO MANAGE THEIR GAMING EXPERIENCE. PLEASE REFER TO OUR RESPONSIBLE GAMING POLICY BELOW FOR FULL DETAILS.

WE WANT ALL OF OUR CUSTOMERS TO GAME RESPONSIBLY. IF YOU HAVE ANY QUESTIONS ABOUT THE TOOLS WE OFFER OR JUST WANT MORE INFORMATION, PLEASE SEE HOW TO GET IN TOUCH WITH US BELOW.

#### Who we are and what this agreement does.

We are GAME PAYMENT TECHNOLOGY LIMITED of 29 – 30 Ely Place, London EC1N 6TD.

Subject to these Terms, we grant you a non-exclusive, non-transferable, and revocable licence to install, access, and use the App, along with the Services you connect to via the App and the content we provide to you through it for your personal and non-commercial use.

#### The Services.

Subject to these Terms, the Services allow you to credit your App wallet using a debit card for the purposes of purchasing play Credit ("Credit") to be used on gaming machines (**Gaming Services**) and non-gaming machines (**Non-Gaming Services**). The Services also may help you to responsibly manage and track your purchase of Credit via the App by providing relevant information and tools.

The App may also make available certain services, websites, and software from third party service providers ("**Third-Party Services**"), that will enable you to directly communicate with the content and/or software of such providers ("**Third-Party Providers**"). The Third-Party Providers are independent of GPT and we do not provide any of the Third-Party Providers' services. GPT is not responsible for the Third-Party Services, or for the security or safety of using them.

GPT does not evaluate, recommend, or endorse any Third-Party Services or protect monitor or otherwise have access to them. The use of Third-Party Services is subject to the terms provided by the relevant Third-Party Provider.

### **Your privacy.**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, along with your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Policy](#) as well as our Health Data Consent Policy below. It is important that you read this information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any of our Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### **The Application Store's terms also apply.**

The ways in which you can use the App may also be governed by the rules and policies of the application store from which you have downloaded and installed the App. These Terms will apply instead of such rules and policies where there are differences between the two.

### **Operating system requirements.**

The operating requirements, as may be amended from time to time, are provided on the app store page from which you have downloaded the App.

### **Contacting us (including with complaints).**

If you require support or you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please submit a support request [here](#) or via our Support page.

### **How we will communicate with you.**

If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

### **How you may use the App.**

In return for your agreeing to comply with these Terms you may:

- download or stream a copy of the App onto a mobile or other handheld device and view, use and display the App and the Services on such devices for your personal purposes only; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

### **Who may use the App and the Services.**

The App and the Services are intended to be used by players who play on Gaming Services and Non-Gaming Services located within the UK only. GPT will not be responsible for any illegal or unauthorised use of the App and/or the Services by you.

### **You must be 18 or over to use the Gaming Services**

You must not use the Gaming Services under any circumstances if you are under the age of 18 years old. If you are under the age of 18 years old and you use the Gaming Services, you will have materially breached the Terms and we will close your account.

**PLEASE NOTE:** If you are under the age of 18 and gamble you are committing a criminal offence in the UK.

Before you are able to complete your registration on the App, we will take steps to verify that you are 18 years of age or older. We will also take steps to verify your identity by verifying (as a minimum) your address is the same as the registered address for the debit card you provide.

In order to undertake the age verification mentioned above, we typically use Third-Party Services provided by **Yoti Ltd** (although we reserve the right to change the Third-Party Provider of age verification services at any time). Any failure by you to provide the documentation required by the Third-Party Service Provider in order to verify your age will result in you failing the age and/or identity verification process.

If on completion of these age and/or identity verification processes, you are shown to be under the age of 18 or to have provided false or inaccurate information on registration, you will have materially breached the Terms and we will close your account.

In addition to the age and identity verification process, we may, at a later date, also undertake further verification steps to ensure that all information we hold in respect of you is up-to-date and accurate.

We may also perform background checks on you, from time to time, for purposes such as the detection and prevention of fraudulent activities or source of funds and the detection and analysis of activity suspected as related to anti-money laundering or terrorism financing. We are under no obligation to advise you that such due diligence, verification, investigation and/or on-going monitoring is taking place. Such activities may include the use of specific Third-Party Service Providers who perform Third-Party Services as required, and publicly available information. If such due diligence, verification, investigation or on-going monitoring raises issues of concern, we may close your account.

#### **You may not transfer the App to someone else.**

We are giving you personally the right to use the App and the Services as set out above. You may not otherwise transfer the App or the Services to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

#### **Changes to these Terms.**

We may need to change these Terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 10 days' notice of any change by sending you an email or SMS with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Services.

#### **Update to the App and changes to the Services.**

From time to time we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

#### **If someone else owns the phone or device you are using.**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the phone or other device.

#### **We may collect technical data about your device.**

By using the App and any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

**We may collect location data (but you can turn location services off).**

Certain Services may make use of location data sent from your devices. You can turn off this functionality at any time by turning off the location services settings for the App on the device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data to provide and improve location-based products and services.

You may stop us collecting such data at any time by turning off the location services settings.

**We are not responsible for other websites you link to.**

The App or any Services may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

**Licence restrictions.**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us
- not copy the App or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted by these Terms; and
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure;
  - is used only for the Permitted Objective; and

- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

**Acceptable use restrictions.**

If we reasonably believe that:

- you are engaging in or have engaged in fraudulent or unlawful activity or conducted any prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you; or
- your conduct on the App is malicious or inconsistent with acceptable usage of the App (including the frequent and regular withdrawal of the minimum withdrawal amount),

any such act will be considered as a material breach of the Terms by you. In such case we may close your account and we are under no obligation to refund to you any deposits, winnings or funds in your account. In addition to the above, we may prevent you from accessing the App or the Services offered by us. We shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful or fraudulent activity and you will cooperate fully with us to investigate any such activity.

The following is a non-exhaustive list of examples of "fraudulent or unlawful activity":

- Hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system or otherwise circumvent our security measures and/or systems within the App.
- Where the source of funds used by you for gaming via the App are illegal or where you use the Service in any way as a money transfer system or where we reasonably suspect that you may be engaging in money laundering activities, including use of the proceeds of crime.
- Deceitfully taking advantage of or executing any other deceitful activity in relation to any promotions offered by us (for example by opening multiple indistinguishable accounts, only depositing during promotional activity or opening multiple accounts).
- Depositing an excessive amount of funds into an account but not playing or having the intent of not playing with such funds.
- Failed or uncompleted verification in the event that you fail to provide us with all verification documents requested or provide us with accurate and valid documents to verify your registration details via Third-Party Services set out above.

In addition to the above you must:

- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Services, including by the submission of any material (to the extent that such use is not licensed by these Terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any of the Services;
- not use the App or any of the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any of the Services or our systems or attempt to decipher any transmissions to or from the servers running any of the Services.

## Deposits

To purchase Credit you will need to top up your wallet with funds in accordance with the provisions below.

All payments for Credit must be made by debit card or by using an online payment service (and any other methods that GPT may provide from time to time). All payments may be subject to your bank and/or payment provider's authorisation and we accept no liability where this is not provided.

When using a debit card or online payment service, you must make sure that the name on the card or payment service is the same as the name used for your account. We are entitled to assume that you are using your own funds and we accept no liability where that is not the case. We reserve the right to withhold any winnings placed with third party funds.

The maximum number of payment methods that may be registered on your account at any given time is one active debit card. To change your payment method, please use the facility provided within the App.

The minimum amount of Credit purchased in a single purchase is £10 (ten pounds sterling) as may be amended from time to time. We reserve the right, acting reasonably, to change the minimum deposit without prior notice. We will publish any change to the minimum deposit amount on the App.

We do not charge you for purchasing Credit. However, certain banks or payment service providers may impose charges or overdraft fees. Please ask your bank or payment provider for more details. We reserve the right to charge a fee for the withdrawal of winnings.

Your Credit will be available in your account as soon as your bank or other payment provider authorises the amount you choose to purchase. Credit will usually show as *GAME PAYMENT TECHNOLOGY LONDON* on your statement.

You should only purchase Credit for the purposes of using our Services. We shall be entitled to suspend or close your account if we reasonably believe that you are purchasing Credit without any intention to use such Credit on our Services. In such circumstances we may also report you to the relevant authorities.

## Winnings

Subject to these Terms, any winnings withdrawn from a Gaming machine using the App will, as soon as practicable, be credited to your App wallet and will appear as Credit on your account. Once credited to your App wallet the Credit can either be used on Gaming or Non-Gaming machines or transferred to the debit card in accordance with the provisions below.

If we credit your account with Credit in error, such Credit is not available for use and we will void any transactions involving such Credit. We reserve the right to, at any time, withdraw the relevant Credit from your account and/or reverse the transaction.

## Withdrawals

Subject to these Terms, you may withdraw Credit from the App wallet on your account at any time. Credit will remain in your App wallet unless and until you submit a request to withdraw a **minimum** of £10 (this minimum may be varied by GPT from time to time) and a **maximum** of the outstanding Credit balance in your App wallet. Withdrawals will be transferred to the debit card or online payment service with which you originally acquired the Credit.

To withdraw funds from your account, visit the "withdraw" option within the App.

We reserve the right to suspend the withdrawal of any Credit (including Credit representing your winnings) to your debit card or online payment service on the occurrence of an event outside our control (see the section Events Outside our Control below). We will transfer your Credit (including Credit representing your winnings) as soon as reasonably practicable after the relevant event outside our control has ceased.

You are responsible for reporting your winnings and losses if such reporting is required by applicable law or the relevant tax authorities. It is your responsibility to pay any tax or levy due on any winnings paid to you by us.

As part of our regulatory requirements and in order to combat money laundering, card theft and fraud, you can only withdraw funds using the payment method with which Credit was originally purchased. When you are ready to withdraw funds you will see an amount of Credit in your App wallet, which will reflect the transactions carried out .

Once you have submitted a withdrawal request, you will receive a confirmation message that the transfer has been actioned and the balance of your account will then clear to zero or the balance of the amount not withdrawn. If you reduce the balance of your account to zero, you will need to acquire a minimum of £10 of Credit (or such other amounts as may be applicable at that time) in order to continue using the Services.

If funds are withdrawn, they will leave us at the close of business on the working day on which such withdrawal was requested and will be credited to the debit card or online payment service that you have registered in accordance with these Terms. These funds will be subject to a clearance period determined by the card issuing bank (normally 2 – 5 working days).

At our reasonable discretion, requests for withdrawals may be held for approval before being processed.

We reserve the right to impose or change the minimum and maximum withdrawal levels.

We do not currently charge a service fee for withdrawals to online payment services, however we reserve the right to charge a service fee for withdrawals. We do not allow any transfer of funds between our customers' accounts.

### **Closing your account**

You have the right to close your account at any time. In order to do so you will need to first transfer all of the Credit in your App wallet In accordance with these Terms and, subsequently, you should make a request to close your account using the "*Close Account*" section within the App.

You remain responsible for activities using your account until it is closed. Upon our confirmation of the closure of your account, we will notify you and provided that you have complied with these Terms. Prior to the transfer of the Credit in your App wallet, we may at any time set off any Credit on your account against any amount owed by you to us (including under a duplicate account).

We reserve the right, at our reasonable discretion, to close or suspend your account and/or void any plays and/or withhold your account balance and/or recover from your account the amount of any affected winnings or bonuses and/or implement a permanent ban from our Services for the following reasons:

- we, acting in good faith, have reason to believe that you are in breach of a material provision of these Terms;
- we become aware that you have used or attempted to use the Services for the purposes of fraud, collusion or unlawful or improper activity;

- we become aware that, in connection with your play on any alternative gaming or gambling service, you are suspected of fraud, collusion (including in relation to charge-backs), cheating or unlawful or improper activity;
- you fail to provide us with accurate information in relation to your account;
- we, acting in good faith, have reason to believe that you have opened or are using multiple accounts or a duplicate account;
- you misuse our App;
- we are required to do so by any regulatory authority or court;
- we discover that you are accessing the Services in contravention of the laws of the country where you are located; or
- you become bankrupt, if you do not make payment of a court judgment on time, if you make an arrangement with your creditors, or if any of your assets are the subject of any form of seizure or if analogous proceedings are brought in relation to you anywhere in the world.

In certain circumstances, we may be prohibited from notifying you that your account has been suspended or closed. In such circumstances, we will endeavour to inform you as soon as we are able. If an account is suspended, we may, at our discretion, lift the suspension provided we are satisfied that the circumstances giving rise to the suspension no longer exist.

If we terminate your rights to use the App and Services:

- You must stop all activities authorised by these Terms, including your use of the App and any of the Services.
- You must delete or remove the App from all devices in your possession.
- We may block you from reinstalling or re-registering the App from and cease providing you with access to the Services.

You agree to compensate us for any costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, any loss of profit and any loss of reputation) arising if we close your account in accordance with the conditions set out in this section.

### Chargebacks

GPT is not responsible for the Gaming Services and Non-Gaming Services that you purchase using the App. Any dispute with a Third-Party Provider regarding any product or service purchased by you using the App is between you and the Third-Party Provider. We do not provide any warranties, representations, conditions or guarantees with respect to such services.

Payments for Credit using a debit card may include a right for you to claim funds back from your bank through their chargeback scheme (a "**Chargeback**"). By agreeing to these Terms, you agree that you will not exercise a Chargeback other than for unauthorised use of your debit card or for a breach by us of these Terms which results in you having a right to a refund. In all other circumstances, you may not exercise a Chargeback, including (but not limited to) as a result of a dispute of Third Party Providers for non-delivery of services or an insufficient balance in your App wallet. You agree to indemnify us for any losses, costs, fees or expenses we incur in connection with a Chargeback that is not permitted under these Terms and any action undertaken to



challenge the same. We may also charge you a Chargeback fee of £35 if you exercise a Chargeback in breach of these Terms.

Without limiting our rights or remedies, if you do exercise a Chargeback or otherwise cancel, reverse or de-authorise a payment in circumstances not permitted by these Terms, you are responsible for refunding the payment to us. We may, at our discretion, recover the amount by reducing the balance in your App wallet or charging your debit card in respect of such amount (or otherwise collecting such amount from you).

Unauthorised use of your debit card shall NOT include use arising from:

- your failure to keep your account ID information safe;
- your failure to notify us without undue delay of any loss of your password or other event that could reasonably be expected to have compromised the security of your account;
- if the transaction was unauthorised but you have acted fraudulently or compromised the security of your account with intent or gross negligence; and
- if you fail to dispute and bring the unauthorised or incorrectly executed transaction to our attention within 13 months from the date of the transaction.

#### **Dormant accounts**

If an account remains dormant (i.e. there is no activity on your account) for more than 5 months, you shall receive an alert confirming that if the account remains dormant for a further month, the account shall be closed and any outstanding Credit returned to the debit card with which you originally acquired the Credit in accordance with these Terms. If we are unable, for any reason, to return any outstanding Credit to your debit card, we shall use reasonable endeavours to contact you in order to advise you of such outstanding Credit and we shall charge you a reasonable administration fee for doing so. If, following a period of 6 months from our closure of your account, we are still unable to return any outstanding Credit to you, we shall be permitted to deal with such outstanding Credit as we shall choose in our sole discretion.

#### **Responsible Gaming Policy**

We are committed to responsible gaming and have a number of self-help tools to help you manage your gaming.

Within the App we make available the option for you to set a limit on the amount of Credit that you can purchase. Information on setting limits may be found within the "Safer Gambling" section within the App.

We also make available the ability for you to stop gaming at any time and there is an option within the App to set a break from play from 1 (one) week up to 6 (six) months. Information on breaks from play may be found within the "*Take a break*" section within the App.

We will use all reasonable endeavours to ensure compliance with a break from play.

We implement reasonable checks and safeguards to ensure that during the course of your break from play period you are not sent marketing material about gaming from us and you cannot access the App or any aspect of the Services. We cannot be held liable to you or any third party if you are able to continue to use the App, or if any marketing material is sent to you. You accept that we have no responsibility or liability whatsoever (including in respect of any losses you may incur) if you continue to gamble using the App, in particular where you have sought to circumvent a break from play via additional accounts; or where you have changed any of the registration details (which would also include if you open up an account with substantially the same information, albeit submitted on the registration form in a different way).

The National Association for Gambling Care Educational Resources and Training (GAMCARE) ([www.gamcare.org.uk](http://www.gamcare.org.uk)) provides information, advice and counselling to individuals, their family and friends who have concerns about problem gambling. The free Helpline number for GAMCARE (available 8am – midnight, 7 days a week) is 0808 8020 133. If You have any concerns about your gambling You can also find information and support at [www.begambleaware.org](http://www.begambleaware.org).

The following agencies also provide information regarding problem gambling at the following links:

- GambleAware – <https://about.gambleaware.org>
- Gambling Therapy – <https://www.gamblingtherapy.org>
- Gamblers Anonymous – <https://www.gamblersanonymous.org.uk>
- Gordon Moody Association – <https://www.gordonmoody.org.uk>

**In agreeing to the Terms you also confirm the following:**

- That you do not currently have, nor have you previously suffered from, a gambling addiction;
- That you are not currently self-excluded from gambling or using gaming machines whether physically or digitally via the use of gambling websites or apps;
- That you shall not deposit to your App wallet any funds which you cannot afford to be used on the Services; and
- If any of the above cease to be true you shall immediately stop using the Services.

If, as a result of your pattern of play we suspect or have cause for concern that the above have ceased to be true we may contact you and or request that you provide the necessary information to confirm that the above are still true.

Please note that if you do not confirm the above and accept these Terms you will not be able to use the App.

#### **Health Data Consent Policy**

GPT collects data regarding your gaming history through the App. This includes information relating to your previous gaming patterns and any requests to take a break.

**Please note that information relating to your gaming history may reveal the state of your health and can therefore consist of health data which is sensitive personal data.**

We use the health data we obtain through the Services (mentioned above) to:

- be satisfied that the Services we provide to you are being used responsibly;
- improve and customise the restrictions of the Service available within the App, such as introducing a take a break period that may be tailored to our users;
- operate and evaluate and improve our Services (including developing, enhancing and improving our App); and
- comply with any applicable legal requirements and industry standards, along with our policies.

We may share your data with third-party service providers that are located outside the EEA including countries that may not have the same levels of data protection as the home country of our users.

**In agreeing to these Terms you consent to GPT collecting the data set out above.**

Please note that if you decline to allow GPT to collect or share health data you will not be able to use the App.

#### **Events outside our control**

We are not responsible for any events beyond our reasonable control. Such events might include network failures, malfunctions to our systems or third party systems, war, terrorist activity, riots, malicious damage, fire, flood, storm, nuclear accident or compliance with any new law or governmental order, rule, regulation or direction.

We may also suspend or cancel the Services or any part of the Services if, despite making reasonable efforts to do so, we are not able to provide that part of the Services to you as a result of events beyond our reasonable control.

#### **Intellectual property rights.**

All intellectual property rights in the App and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not transferred or sold) to you. You have no intellectual property rights in, or to, the App or the Services other than the right to use them in accordance with these Terms.

#### **Our responsibility for loss or damage suffered by you.**

Subject to these Terms, we are only responsible to you for foreseeable loss and damage caused by us. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

#### **When we are liable for damage to your property.**

We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### **Disclaimer.**

SAVE AS OTHERWISE PROVIDED IN THESE TERMS, THE APP AND THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR CONTRACTUAL CONDITIONS OF ANY KIND FROM GPT OR ITS THIRD-PARTY LICENSORS OR SUPPLIERS, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, GPT DISCLAIMS ALL WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, AVAILABILITY, ACCURACY, LACK OF VIRUSES, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR OTHER VIOLATION OF RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL

OR WRITTEN, OBTAINED BY YOU FROM GPT SHALL BE DEEMED TO ALTER THIS DISCLAIMER, OR TO CREATE ANY WARRANTY OF ANY SORT FROM GPT.

WITHOUT LIMITING THE FOREGOING, GPT DOES NOT WARRANT THAT ACCESS TO THE APP, OR ANY FEATURE OR FUNCTION THEREIN, WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES GPT MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, SAFETY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY, OR SUITABILITY OF THE APP OR ANY OF THE INFORMATION CONTAINED THEREIN.

**Limitations to the App and the Services.**

THE APP AND THE SERVICES ARE PROVIDED FOR ENTERTAINMENT PURPOSES ONLY. WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT ANY INFORMATION OR MARKETING MATERIALS PROVIDED ON OR VIA THE APP ARE ACCURATE, COMPLETE OR UP TO DATE.

PLEASE BACK-UP CONTENT AND DATA USED WITH THE APP. WE RECOMMEND THAT YOU BACK UP ANY CONTENT AND DATA USED IN CONNECTION WITH THE APP, TO PROTECT YOURSELF IN CASE OF PROBLEMS WITH THE APP OR THE SERVICE.

**Check that the App and the Services are suitable for you.**

THE APP AND THE SERVICES HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS. PLEASE CHECK THAT THE FACILITIES AND FUNCTIONS OF THE APP AND THE SERVICES (AS DESCRIBED ON THE APPSTORE SITE) MEET YOUR REQUIREMENTS.

**We are not responsible for events outside our control.**

IF OUR PROVISION OF THE SERVICES OR SUPPORT FOR THE APP OR THE SERVICES IS DELAYED BY AN EVENT OUTSIDE OUR CONTROL THEN WE WILL CONTACT YOU AS SOON AS POSSIBLE TO LET YOU KNOW AND WE WILL TAKE STEPS TO MINIMISE THE EFFECT OF THE DELAY. PROVIDED WE DO THIS WE WILL NOT BE LIABLE FOR DELAYS CAUSED BY THE EVENT.

**We may transfer this Agreement to someone else.**

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**You need our consent to transfer your rights to someone else.**

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

**No rights for third parties**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**If a court finds part of this contract illegal, the rest will continue in force.**

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**Even if we delay in enforcing this contract, we can still enforce it later.**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**Which laws apply to this contract and where you may bring legal proceedings.**

These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.