

SPORTS BOOKER SOFTWARE WEB SITE TERMS OF USE

PLEASE READ THESE WEBSITE TERMS OF USE CAREFULLY. THESE TERMS APPLY TO YOUR USE OF ALL OR ANY PART OF THIS WEBSITE AND TO ANY EMAIL CORRESPONDENCE BETWEEN SPORTS BOOKER AND YOU. PLEASE NOTE THE WEBSITE TERMS AND CONDITIONS OF BOOKING OF EVENTS APPLY IN RESPECT OF EVENTS BOOKED VIA THIS WEBSITE.

IF YOU DO NOT AGREE TO ANY OF THESE WEBSITE TERMS OF USE AND/OR OUR PRIVACY POLICY, PLEASE DO NOT USE THE WEBSITE.

PLEASE USE THIS WEBSITE RESPONSIBLY.

1. All references in these Terms of Use: to the "Website" refer to this website [abc.sports-booker.com](#); (where abc shall be any other characters that pertain to a website on the domain sports-booker.com) to "you" and "your" are to you, the user; to "we", "us" and "our" are to SPORTS BOOKER; to "Content" refer to the text, graphics, photographs, information and all other material displayed from time to time on the Website; and to "Services" refer to the services that we offer from time to time from the Website.

2 Your Access and Use

2.1 You agree to use this Website in accordance with these Terms of Use.

2.2 Access to this Website may be suspended temporarily or permanently and without notice for any reason whatsoever. We give no guarantee as to the availability or continued availability of the Website.

2.3 We may modify the Website and/or the Content at any time with or without notice to you.

2.4 You are responsible for maintaining the confidentiality of your password and account. You are fully responsible for all activities that occur under your password or account with or without your knowledge and whether or not such use was made from your computer. If you knowingly provide your login and password information to another person, we reserve the right to suspend or terminate your access to the Website. You agree immediately to notify us of any unauthorized

use of your password or account or any other breach of security by emailing us via the 'technical support link' on the Website.

2.5 Other than personally identifiable information which is covered by the Privacy Policy, any material or information that you transmit or post to this Website or e-mail to us (your "Non-Personal Information") will be considered non-confidential and non-proprietary. We will have no obligation to you with respect to your Non-Personal Information. By sending such Non-Personal Information to us you agree that we are free to copy, disclose, distribute, incorporate and otherwise use all Non-Personal Information for any and all commercial or non-commercial purposes.

2.6 You agree that YOU WILL NOT:

(a) attempt to access our systems or reverse-engineer, decompile, disassemble or otherwise tamper with the Website, its Content and/or any software used in connection with the Website;

(b) post on or transmit to or from the Website any material that is threatening, defamatory, obscene, indecent, offensive, discriminatory, inflammatory, blasphemous, criminal, in breach of confidence or privacy or a third party's rights or which may otherwise cause annoyance or inconvenience;

(c) use the Website for fraudulent or criminal activities;

(d) transmit any virus, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data onto the Website;

(e) use any manual or automated software, devices, or other processes

to "crawl" or "spider" any web pages contained in the Website;

(f) monitor or copy, or allow others to monitor or copy, our web pages or the Content included herein;

(g) "frame" or otherwise simulate the appearance or function of this Website;

(h) take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses.

2.7 We will fully co-operate with all law enforcement authorities and court orders requesting or directing us to disclose the identity of or to locate anyone posting any defamatory, obscene or otherwise illegal material onto the Website and/or using the Website in respect of any fraudulent or otherwise illegal activity.

2.8 If you breach the Terms of Use we reserve the right to withdraw your access to the Website at any time.

3 Copyright and Trade Marks

3.1 Unless otherwise stated, we and our licensors own the copyright, trade marks and all other intellectual property rights in all Content and expressly reserve all rights in the same.

3.2 You may print and download extracts from this Website for your own non-commercial use and in respect of your receipt of our Services, provided that you do not modify any of the Content, you do not use any graphics or photographs separately from their accompanying text and

you do not remove any copyright or trade mark notification or other proprietary notices from such extracts.

3.3 Unless we state otherwise, all other reproduction or use of extracts of Content is strictly prohibited. In particular, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service or used for any commercial purposes whatsoever without our prior written permission.

4 Linking to Website

4.1 You may create a link from your own website to the Website provided that you obtain our prior written consent and provided that you only do so on the basis that you link to, and do not replicate, the home page of this Website and you DO NOT:

(a) create a frame or any other browser or border environment around this Website;

(b) in any way imply that we endorse any properties, products or services other than our own;

(c) misrepresent our relationship with us or present any other false

information about us;

(d) use any of our Content or trade marks without our express written permission;

(e) link from a website that is not owned by you; or

(f) display any content on your website that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

4.2 We expressly reserve the right to revoke without prior notice any right we grant to you to link to our Website should you breach any of these Terms of Use.

5 Our Links to Other Websites

5.1 WE MAY PROVIDE LINKS ON OUR WEBSITE TO THE WEBSITES OF OTHER COMPANIES, WHETHER AFFILIATED WITH US OR NOT, WHICH WE PROVIDE SOLELY FOR YOUR CONVENIENCE. WE HAVE NO CONTROL OVER, AND MAKE NO ENDORSEMENT OF, THE CONTENT OR AVAILABILITY OF THESE THIRD PARTY WEBSITES AND YOU USE AND RELY ON THE SAME AT YOUR OWN RISK. WE ACCEPT NO LIABILITY FOR ANY STATEMENTS, INFORMATION, PRODUCTS OR SERVICES THAT ARE PUBLISHED ON OR ACCESSIBLE THROUGH ANY WEBSITES OWNED OR OPERATED BY THIRD PARTIES.

5.2 WE CANNOT GIVE ANY UNDERTAKING THAT PRODUCTS YOU PURCHASE FROM COMPANIES TO WHOSE WEBSITE WE HAVE PROVIDED A LINK ON OUR WEBSITE, WILL BE FIT FOR PURPOSE OR OF SATISFACTORY QUALITY, AND ANY SUCH WARRANTIES ARE DISCLAIMED BY US ABSOLUTELY. THIS DISCLAIMER DOES NOT AFFECT YOUR STATUTORY RIGHTS AGAINST THE THIRD PARTY SELLER.

6 Disclaimer and Limitations of Liability

6.1 WE DO NOT GIVE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OR ADEQUACY OF THE CONTENT. YOU ACKNOWLEDGE AND AGREE THAT THE CONTENT IS PROVIDED "AS IS" AND THAT YOU USE THE WEBSITE AND RELY ON THE CONTENT ENTIRELY AT YOUR OWN RISK.

6.2 ALL INFORMATION RELATING TO AND DESCRIPTIONS OF AN EVENT OR VENUE ARE PROVIDED BY THE THIRD PARTY EVENT PROVIDER. WE HAVE NOT VETTED OR CHECKED THE SUITABILITY OF ANY EVENT OR VENUE AND MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SAME FOR ANY PURPOSE. THE INCLUSION OF THE EVENTS AND VENUES ON THIS WEBSITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH EVENT OR VENUE.

6.3 THE PROVIDERS OF EVENTS ON THIS WEBSITE ARE INDEPENDENT CONTRACTORS AND NOT OUR AGENTS OR EMPLOYEES. WE ARE NOT THEREFORE LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY EVENT PROVIDERS OR FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

6.4 TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY LIABILITY IN CONNECTION WITH USE OF THE WEBSITE. IN PARTICULAR, WE SHALL NOT BE LIABLE FOR:

(a) ANY ERRORS, MISTAKES OR INACCURACIES IN THE CONTENT OF THE WEBSITE;

(b) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS; OR

(c) ANY INTERRUPTION IN USE OF THE WEBSITE.

6.5 WE WILL NOT BE LIABLE FOR ANY DAMAGES INCLUDING WITHOUT LIMITATION, ANY LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, WASTE OF MANAGEMENT OR OFFICE TIME OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

6.6 We employ security measures to protect your information from access by unauthorized persons and against unlawful processing, accidental loss, destruction and damage. However, you acknowledge that communications sent via the Internet cannot be guaranteed to be completely secure.

6.7 Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from in particular (without limitation) Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures; electrical power failures; strikes, lock outs, or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; shortages of labour or materials; acts of God, fires, floods, storms, explosions, earthquake, subsidence, epidemics or other natural disaster; governmental actions, orders of domestic or foreign courts or tribunals; non-performance of third parties; loss of or fluctuations in heat, light, or air conditioning; the impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or the impossibility of the use of public or private telecommunications networks.

6.8 This clause will not limit your rights as a consumer under English Law.

7 Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

8 Enforceability

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms of Use to be unenforceable, the remainder of the Terms of Use will continue in full force and effect.

9 Governing Law

These Terms of Use and your use of the Website will be governed by and construed in accordance with English law and you agree that any disputes arising in connection with the same will be subject to the exclusive jurisdiction of the English courts.