

## **PIT STOP BETTING (“PSB”) - TERMS & CONDITIONS**

Thank you for taking the time to read these Terms & Conditions. If you have any queries, please do not hesitate to contact us at [support@pitstopbetting.com](mailto:support@pitstopbetting.com).

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## **Introduction to the User Agreement and your acceptance of the User Agreement**

PIT STOP BETTING LTD (“PSB” or "us" or "we" or "our" or "Company") is incorporated under the laws of England and Wales. We are licensed and regulated by the Great Britain Gambling Commission under the provisions of the UK Gambling Act 2005 for the purposes of operating and offering internet and remote gambling services including, but not limited to sports betting services (the “Services”).

PIT STOP BETTING LTD provides services in relation to motor sports, only.

PLEASE READ THESE TERMS & CONDITIONS BEFORE USING THE SERVICES OR SOFTWARE PROVIDED BY US.

In these Terms & Conditions, "you" or "your" means you, the person who uses the Services or the Software (defined below).

PLEASE NOTE: These Terms & Conditions shall only apply to you if you play or register an account in the United Kingdom (the "UK").

Your use of our Services and the Software is also subject to the following additional policies (together, the "Additional Rules") which will apply to you depending on the type of gambling services you are using:

### Bonus Policy

- This type of policy contains further information with regards to our promotions, bonuses and special offers in Clause 9 of this document;

### Responsible Gaming Policy

- This policy contains information regarding the protection of minors, the prevention of compulsive gambling, self-limits and self-

### exclusion; Disconnection & Withdrawal Policy

- This policy contains information regarding what happens when you are disconnected from a game while playing or betting and information regarding withdrawal of funds from your bankroll;

- This policy contains information regarding peer-to-peer play; and

### Multiplay Policy

- This policy contains information regarding the option to play combination.

### Privacy Policy

- This policy sets out the basis on which any personal information we collect from you or that you provide to us will be processed by us

## **1. PIT STOP BETTING - RULES**

- The Terms & Conditions and the Additional Rules, together constitute the "User Agreement".
- In addition to these Terms & Conditions, we may from time to time in the future also offer the Services via alternative platforms such as: (i) computer/laptop; and (ii) mobile gambling platforms (each, an "Alternative Platform").
- Our software is available in non-downloadable forms and via either the websites on which PSB software operates (the "Sites") or an Alternative Platform which allows you to use the Services.
- Together, the Sites, Alternative Platforms, Apps and Software are referred to collectively herein as the "Services".
- Where referred to, "Software" relates to the cloud base system operated by PSB. Users will download our App interface but not our data. Users will have access to PSB's software on devices as listed below and wearables. Use of the word "Software" also relates to PSB's data, graphics, sporting cards, videos, information, network, accesses, logos and trademarks.
- Our App interface is downloadable on iMac, iPhone, Tablet and Android mobile phones, together known as "devices".
- When you use the Services or Software, the User Agreement shall apply to you.
- By registering with us and/or by using or accessing the Sites, Alternative Platforms, Services or Software, you agree to be bound by the terms of the User Agreement. As such, the User Agreement constitutes an agreement between you and us and the User Agreement shall govern your use of the Services and Software at all times. If you do not agree to any of the provisions of the User Agreement you should immediately stop using the Services and Software and remove the Software from any applicable device(s).
- PSB may suspend, modify, update, remove or add to the Services or Software at any time.

## **2. Amendments to the User Agreement**

- We may amend, modify, update and change any of the terms and conditions of the User Agreement from time to time, as a result of legal and regulatory changes, security reasons and changes to our Services.
- We will notify you of any such amendment, update, modification or change by publishing a new version of the User Agreement on the relevant page of all PSB websites affected, or by notifying you by email, if you have requested us to do so. Any new version of the User Agreement will take effect 2 days after its publication on the relevant Site affected (or earlier if required by any law, regulation or directive which applies to either us or you), and your continued use of the Services or the Software after this period will be deemed to constitute your acceptance of such new version of the User Agreement.
- As such, you are advised to regularly check for updates to the User Agreement.

## **3. Services and Software**

- The Services are intended to be used by players who register and/or play in the UK only. We take no responsibility for any illegal or unauthorised use of the Software and/or the Services by you.
- If we reasonably suspect that you are using the Software or Services from outside the UK, this may result in us terminating your account, freezing the funds in your account

and providing your details to our licensors and/or the relevant authorities and you shall be liable for any damage or loss resulting from your actions.

- If you are under the age of 18 years old you must not download the Software, its Application (the App) or use the Services under any circumstances. Notably, if you are under the age of 18 and gamble you are committing a criminal offence in the UK.
- If you **are** under the age of 18 years old and you download the Software or use the Services you will have materially breached the User Agreement. We will then close your account and terminate the User Agreement in accordance with section 13 of this Agreement.

**NOTE -**

- We may request proof of your age at any stage from you, to verify that you are over the age of 18 years of age.
- If your age is not verified by us within 72 hours of your first deposit with us, your account will be frozen and no further gambling will be permitted until we have successfully verified your age and while we undertake such age verification, you will not be able to withdraw any winnings from your account.
- If on completion of the age verification process you are shown not to be 18 years of age or older, you will have materially breached the User Agreement and we will close your account and terminate the User Agreement in accordance with section 13 of this Agreement.
- We may also verify your registration details, such as name, address, age/date of birth, credit worthiness and payment methods used, at any time, by requesting certain documents from you. These documents typically include a valid ID card, a recent (no older than 3 months) proof of address such as a utility bill, and proof of your payment method, and can be uploaded through 'My Account' of your User profile.
- Additionally, we may request these documents to be attested by a Public Notary to prove their authenticity if we have reason to believe otherwise or to doubt of their authenticity.

If you cannot prove and we do not find your documents to be valid, the registration process will be immediately halted.

- Further to the above, upon registration and when you use the Sites you may be required to provide us with certain information regarding your source of funds, financial standing, other details as required. If such information is not provided by you in a timely manner, we may restrict your account, if deemed a necessary action.
- We may also perform background checks on you and request any relevant documentation from you for any reason which will include you providing registration details, such as your name, address and age/date of birth; identity; occupation; personal history; financial transactions, financial standing; source of funds and/or gaming activity, as above.
- We may use third-party companies to carry out these checks, and, should the information you provide be false or misleading, we may close your account and terminate the User Agreement in accordance with section 13 below.
- Whilst they are engaged by us and for a period of 24 months afterwards, none of our officers, directors, employees, consultants or agents or any other company within our group of companies or our suppliers or vendors are permitted to use the Services directly or indirectly. This also applies to relatives such as a person's spouse, partner, parent, child and sibling.

#### **4. PSB Technology, Data and Intellectual Property**

- You may only install and use the Software, its App and all content derived from the Software, including, but not limited to, the copyright, the data therein contained as regularly updated by us and all other intellectual property rights in the Software or the App, in connection with the Services for your personal use only and within the terms of the license. No commercial use of the Software or the App is authorised by us in accordance with the User Agreement or at all. As such you cannot use the App or Software, our data or graphics to set up a syndicate or accumulators, unless expressly authorised by us via your subscription of the designated partner's operator agreements.
- You may install the Software, our App on a hard disk or other storage device and may make back-up copies of the Software, provided that such back-up copies are used only by you in connection with the Services and in line with this User Agreement.
- No Back-up is possible: only cloud access. You hereby irrevocably acknowledge that the Software's code, Data, methodology, designs, wireframes, customer engagement models, games, products, betting points, colours and logos, statistics, as well as their associated structure, feel, look, likelihood, functionalities, models and organisation belong to us, whether they are protected by intellectual property rights or not. As such you undertake not to use them for any other purpose than the ones of you placing sports bets via our app and network. You further undertake not to, under any circumstances:

- o copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise;
- o sell, assign, sublicense, transfer, distribute or lease the Software, the App or its content;
- o make the Software available to any third party through any network or otherwise;
- o export the Software to any country (whether by physical or electronic means);
- o use the Software in a manner prohibited by any laws or regulations which apply to the use of the Software; or
- o Attempt to corrupt the odds calculation, this to include the exploitation of a manifest error that may exist or to purposely “avalanche” the system with false or incomplete betting to change the odds to your advantage.
- All of the above extends to our Software, Apps, logos, Data, programs, gaming experience, wireframes, paths and covers anything and everything a User experiences or can access via PSB Software and Sites.

(together the "Prohibited Activities").

- You will be liable to us for any damage, costs or expenses we suffer or incur that arise out of or in connection with your commission or attempted commission of any Prohibited Activities. You shall notify us as soon as reasonably possible after becoming aware of the commission by any person of any of the Prohibited Activities and shall provide us with reasonable assistance with any investigations we may conduct in light of the information supplied by you.
- The brand names relating to the Apps, Sites and the Alternative Platforms and any other trademarks, service marks and/or trade names used by us (the "Trade Marks") are owned by us, any company within our group of companies and/or our licensors. In addition to the rights in the Trade Marks, we or any company within our group of companies and/or our licensors own the rights in all other content of the Sites and the Alternative Platforms, including but not limited to the Software, images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Software or on the internet (the "Site Content"). By using the Services or the Software you shall not obtain any rights in the Trade Marks or the Site Content and you may use the Trade Marks and Site Content in accordance with the terms of the User Agreement only.
- PLEASE NOTE: Any data owned or made available by PSB cannot, in any way, be resold, exported, exploited commercially or copied by the User. Should any such breach of the User Agreement occur, PSB will close down your account with immediate effect and take further action if necessary.

## **5. Your commitment to PSB**

You commit and confirm the following:

- You are 18 years of age or older, you are of sound mind and you are capable of taking responsibility for your own actions.
- All details provided by you to us either during the registration process or at any time afterwards (including as part of any payment deposit transaction and/or with regards to your occupation details) are true, current, correct and complete and, as appropriate, match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in your account. Should you use a credit/debit card or any other form of payment which is not in your personal name, you must have received complete and sufficient consent from the person in whose name the credit/debit card is registered, before you are able to use such credit/debit card. We will presume that you have received such complete and sufficient consent from the rightful owner from the person in whose name the credit/debit card is registered to make use of such payment instrument for the purposes herein, prior to your engagement with us.
- You will promptly notify us of any changes to details previously provided by you to us which includes but is not limited to your source of funds, financial standing, occupation and other similar details. From time to time you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit money to your account. Depending on the outcome of these verification checks you may or may not be permitted to deposit further monies with the credit card/debit card previously used by you.
- Should any of the information that you provide to us be untrue, inaccurate, misleading or otherwise incomplete, this will be a breach of this User Agreement by you and we may close your account and terminate the User Agreement in accordance with section 13 of this Agreement, as well as taking any other action that we are entitled to in accordance with applicable laws and regulations.
- Your account with us is solely for your benefit. You shall not allow any third party (including a relative) to use your account, password or identity to access or use the Services or the Software and you shall be fully responsible for any activities undertaken on your account by you or by a third party acting on your behalf.
- You will not reveal your account username or password to any person and you shall take all steps to ensure that such details are not revealed to any person. If you do so and the person you revealed it to has access your account, you will be considered responsible for the betting placed. You shall inform us as soon as reasonably possible if you suspect that your account is being misused by a third party and/or any third party has access to your account username or password so that we may investigate such matter, and you will cooperate with us, as we may request, in the course of such investigation. We will not be responsible for any misuse or access to your account

username or password by a third party, unless this occurs as a direct result of our failure to use reasonable care to prevent it once you informed us of its occurrence.

- You are responsible for the security of your username and password. If your username or password is “hacked” from your devices, due to any reason that does not result directly from our failure, it will be your sole responsibility. If as a result, our systems are also attacked via your account or its duplication, cloned version, you will be liable and will indemnify us for any harm we and our Services and users have experienced. You should report hacking attempts or security breaches known to you as soon as you are become aware of such to us.
- You are fully aware that there is a risk of losing money when betting by means of the Services. You agree that your use of the Services is at your option, discretion and risk.
- You acknowledge that the Software includes features provided by third parties which may be installed on your device as part of the Software and which may be automatically updated from time to time. Amongst others, such features may access your hand history which is stored on your own device, for the purpose of providing you with certain promotions and notifications. You may elect not to enable recording of your hand history or to uninstall the feature.
- You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levy that may be payable on any winnings paid to you.
- You acknowledge and agree that we may publish the amounts you have won alongside your username on the Sites and/or through social networks. We will not disclose your identity other than username as chosen by you.
- You are responsible for obtaining access for your device to telecommunications networks and the Internet and for acquiring any other consents and permissions required for your device to connect with the Software and the Services.
- You acknowledge that certain games which are included in the Service are offered to you on a "shared basis", which enables users of third party platforms to play with one another. In such cases, you accept that you may play with or against other users, who may have different configurations to your own, this includes but is not limited to, different currencies and bet limits.
- You acknowledge that in relation to peer-to-peer gaming or betting, you may be at a disadvantage in relation to other players as a result of technical issues, such as slower network speeds or slower end user device performance.
- You acknowledge that “live” TV (or generally broadcasted) events and other broadcasts that you choose to bet on may be delayed, resulting in other players possessing more up to date information in relation to the broadcasted events.

## **6. Prohibited Activities**

- If we reasonably determine 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, any such act will be considered as a material breach of this User Agreement by you.

- In such case we may close your account and terminate the User Agreement in accordance with section 13 below 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 any of our other websites or servers, or accessing any other 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 are some examples of "fraudulent or unlawful activity":

- **Illegal Funds:** Where the source of funds used by you for gambling on the Sites are illegal or where you use the Services 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.
- **Circumvention:** Breaking into, accessing or attempting to break into or access or otherwise circumvent our security measures and/or systems, which includes but is not limited to circumventing our systems to use the Services when you have opted out from receiving our Services.
- **Using Artificial Intelligence:** Using any software program or robot which is endowed with artificial intelligence to performs any action on behalf of a player.
- **Intentional Disconnection:** Intentionally disconnecting from a game while playing on the Sites. We have developed and employ elaborate methods which enable us to seek out and accurately identify users who carry out an intentional disconnection during a game.
- **Collusion:** Collusion occurs when two or more players attempt to gain an unfair advantage which includes but is not limited to sharing knowledge or other information, and unless stated otherwise by us, by agreeing to split a prize-pool.
- **Systematic Abuse:** Where an account or group of accounts operate systematically in order to gain an advantage to the detriment of another player or to commit any deceitful act in relation to the other players or us – for example employing specific techniques to cheat other players or playing as a group.
- **Special Offer Abuse:** Deceitfully taking advantage of our welcome bonuses or executing any other deceitful activity in relation to: (i) a bonus promotion offered on any of the Sites owned and/or operated by us (for example by opening multiple indistinguishable accounts to obtain a welcome bonus several times on any Site, only depositing during promotional activity or opening multiple accounts across the network), (ii) our free sites and free games offers (for example, by playing repeatedly only with free games, or by purchasing all the tickets for a free game), or (iii) in case

of repeated patterns of deposit/cashout/redeposit purely intended to gain the deposit related bonus.

- Depositing but not Playing: 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: (i) to provide us with all verification documents requested; or (ii) to provide us with accurate and valid documents to verify your registration details.
- Withdrawing bets once registered (with or without the effect to influence the odds calculation outcome).

**Please note:** Details of buy back, cash back and cashout can be found in our Disconnection & Withdrawal Policy. Please read this policy.

## **7. Opening an account with PSB**

- Your account is for your sole personal use only and shall not be used for any professional, business or commercial purpose.
- Monies held in your account shall not attract any interest.
- If you do not log in to your account for a consecutive period of 12 months for reasons other than self-exclusion in accordance with the Responsible Gaming Policy, your account will be considered a "dormant account". Before an account becomes a dormant account, we will use reasonable efforts to notify you via the most current contact details you provided to us. Following your account becoming a dormant account, for security reasons we will suspend the balance in the account at that time to ensure the balance is safe and secure. However, you can at any time login to the account or contact us to request that we restore the account and have access to the positive balance in the account before the account became a dormant account subject to our verifying your identity.
- We may, at any time including after termination of the User Agreement, set off any positive balances in your account against any amount owed by you to us. By way of example, in the event that following the settlement of a bet in your account in relation to your use of our sports betting services a resettlement is required, we shall be entitled to deduct from your account any required amount of money.
- We may implement a rounding policy in relation to monies deposited by or cashed-out to members where currency conversion is involved. The effect of this policy shall be that deposit or cash-out amounts in currencies other than UK GBP (£) might be rounded up or down on conversion to or from UK GBP (£).
- Any funds you deposit with us will be held in a bank account in our name (the "Designated Account"). The Designated Account is a separate account which only contains funds deposited by and due to players, which are to be used for the sole purpose to pay for players' use of our services. The funds will be retained by us in the Designated Account until used for that purpose.

- Please note that the Designated Account meets the Great Britain Gambling Commission's requirements at the medium segregation level as we hold player funds separate from our funds in this account, which is designated as a client account and subject to specific instructions as to how these funds are to be treated. This means that steps have been taken to protect customer funds but there is no absolute guarantee that all funds will be repaid if we should at any time become insolvent. For more information about the protection of customer funds please see the Great Britain Gambling Commission website here.
- If we should at any time become insolvent and be put into liquidation, our assets and liabilities shall be handled in accordance with the laws of England & Wales. Creditors shall be paid in accordance with the statutory order of priority.
- Where the Software uses a third-party application interface, not all the information relating to your past gambling activities will be displayed online.
- If you have a child who is under the age of 18 years of age, you should take special care to ensure that they do not access the Services via your devices.
- You may only access the Software and use the Services via your own account and you may never access the Software or use the Services by means of another person's account. Should you attempt to use the Services or Software by means of any other person's account, such act will be a breach of this User Agreement, and we may close your account and terminate the User Agreement in accordance with section 13 below.

#### **8. Payment Transactions and Payment Fraud by You**

- You are fully responsible for paying all monies owed to us. You agree that you will not make or attempt to make any charge-backs, and/or deny or reverse any payment that you have made and you hereby agree that you will reimburse us for any charge-backs, denial or reversal of payments you make and any loss suffered by us as a consequence of this. We may cease to provide the Services or withhold payment to certain users or to users paying with certain credit cards in accordance with the terms of this User Agreement.
- If we reasonably believe that a fraudulent payment is being made or received, including use of stolen credit cards, or any other fraudulent activity (including any charge-back or other reversal of a payment), we reserve the right to close a user's account and terminate the User Agreement, reverse any pay-out made and recover any winnings. We shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or otherwise unlawful activity, and may employ collection services to recover payments.
- We shall not be liable for any unauthorised use of credit cards, irrespective of whether or not the credit cards were reported stolen other if required by laws and regulations which apply to us. We reserve the right to charge you fees for handling your deposits and withdrawals to and from your account as detailed in our Disconnection & Withdrawal Policy.

- All payments into your account must be from a single payment source, such as a credit card, debit card or charge card, on which you are the named account holder.

## **9. PSB Promotions and Bonuses**

- All promotions, bonuses or special services products or offers are subject to promotion-specific terms and conditions and any complimentary bonus credited to your account must be used in adherence with such terms and conditions.
- We may cancel, modify or suspend the promotion, bonus or special offer, including without limitation, where required for security reasons, to comply with applicable law or regulation due to abuse or otherwise where the promotion is not capable of being conducted as specified as a result of exceptional circumstances.
- In the event that we have a reasonable suspicion that a user of the Service is abusing or attempting to abuse a bonus, offer or other promotion, then we may deny, withhold or withdraw from any user any bonus, offer or promotion, either temporarily or permanently, or close that user's account and terminate the User Agreement in accordance with section 13 below.
- All users of the Services may be offered a welcome bonus. Members who make their first deposit through one of the Sites owned or operated by us shall not be entitled to an additional welcome bonus, unless we launch special offers and campaigns, as the case may be, where the member becomes eligible (each case will have its own terms of eligibility).
- We may, from time to time, offer you special promotions. These promotions may be notified to you by any of the various means, including but not limited to (i) email, (ii) telephone, (iii) SMS and (iv) additional windows opening from within the Software, as you have elected for us to contact you, unless you have unsubscribed from receiving marketing by these means. Promotions begin at 00:00 and end at 23:59 GMT on specified dates, unless stated otherwise in the promotion's terms & conditions.
- We will provide you with an opt-out option in relation to various types of communications from us and should you choose to opt-out from communications we shall respect your wishes in such regard.
- You may request the removal of non-committed funds from your account at any time, however if you choose to do so, this removal may include any winnings gained from the use of such funds.
- Once the bet is placed the funds are taken from the account immediately and automatically. There is no right of recall as it would false the odds.

## **10. Our obligations and liabilities**

- Other than with regards to our obligations under any law or regulation which applies to us, we have no obligation to check whether you are using the Services in accordance with the User Agreement nor are we obliged to investigate or pursue any complaints

made by you against any other player using the Services or to take any other action in connection with this.

- We have no obligation to maintain account names or passwords. If you misplace, forget or lose your account name or password due to anything other than our failure to use reasonable care and skill, we shall not be liable to you for this.
- You have certain rights under law in respect to the provision of the Services and you have certain legal remedies if we breach any of these rights. Nothing in the User Agreement will affect these legal rights or remedies. For more information about your legal rights contact your local Citizens Advice Service.
- Nothing in the User Agreement shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from our failure to use reasonable care and skill or the failure of our employees or agents to do so.
- We will not be responsible to you or any third party in any way, for any loss or damage whatsoever arising from or in any way connected with:
  - your, or any third party's, use of the Software or the Services;
  - your use of any link contained on the Sites;
  - any content contained on any internet site linked to from the Sites or via the Services;
  - any modification to, suspension of or discontinuance of the Software or the Services,

In addition, we will not be responsible for:

- indirect or any other pecuniary or consequential loss;
- losses that were not foreseeable by you and us at the time of you accepting the terms of the User Agreement;
- business losses and/or losses to non-consumers (for example loss of business, loss of business information, business interruption and loss of profits);
- losses caused by the equipment and devices you use to access the Software and/or Services;
- any acts or omissions made by your Internet service provider or other third party with whom you have contracted to gain access to the server that hosts the Site;
- failure to provide the Software and/or Services or to meet any of our obligations under the User Agreement where such failure is due to Events Beyond Our Control. "Events Beyond Our Control" means any cause beyond our reasonable control which prevents us from providing the Software and/or Services or fulfilling any of our other obligations under the User Agreement and includes but is not limited to cyber-attack, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.
- Subject to the above, we do not promise that the Software or our Services will be available uninterrupted and in a fully operating condition at all times. Access to the Software and/or Services may be suspended temporarily and without notice in the

case of system failure, maintenance or repair or for reasons reasonably beyond our control.

- Subject to those rights set out above, we do not promise that the Software and/or Services will be error-free, that defects will be corrected or that the Software or the server that makes it available are free of viruses or bugs or represent the full functionality, accuracy, reliability of the materials or as to results or the accuracy of any information obtained by you through the Services.
- In the event of a systems or communications error, delay, or interruption, or a malfunction, bug or virus relating to account settlement or resulting in loss of data or winnings or bonuses or any other similar benefit (each an "Error") we shall attempt to resolve the Error with minimal impact to you (save that we are not required to provide any back up network and/or systems or similar services);
- A malfunction voids all plays. If we reasonably believe that you have received winnings or bonuses (or any other similar benefit) which you would not have otherwise received but for such Error, we may void any game affected by such Error and void any such winnings or bonuses allocated to you, and to the extent that you have already received a payment in respect of the same, you shall repay such amount to us or we may deduct an amount equal to this amount against any money owed to you by us; and
- We shall not be liable to you for any loss of data or winnings or bonuses or any other similar benefit resulting from such Error, to the extent that such loss is not caused by our failure to use reasonable care and skill or for any damage to your device.
- Subject to the above, the Software and Services are provided on an 'as is' and 'as available' basis. We make no warranty or representation, whether express or implied (whether by law, statute or otherwise), including but not limited to implied warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, completeness of the Services or the Software. In addition, we do not promise that the Software and/or Services will meet your requirements.
- We do not provide any guarantee in any way in respect of the Software or Services or with respect to statements made by advertisers on or via the Software and/or Services.

## **11. Your Breach of These Terms and Conditions**

- You will compensate us (and/or, where applicable, White Label Brand Partners) for any losses, costs and expenses, including legal fees, which such parties suffer as a result of any material breach of the User Agreement by you.
- Unless otherwise explicitly stated in the User Agreement, in addition to any other remedy available to us, if you breach any of these terms and conditions of the User Agreement, we will be entitled to immediately close your account(s) and terminate the User Agreement in accordance with section 13 below, and/or stop you from registering another account.

- In such cases we shall only return to you the cashable funds in your real money bankroll, excluding any expenses or damages directly caused to us in relation to such breach, where such amount is positive. However, if you have materially breached the User Agreement, we reserve the right to withhold any winnings or funds in your account. In addition, we may withhold any funds in your account(s) if so required by applicable law, regulation or by any relevant authority. Failure to comply with the User Agreement may also result in disqualification and/or legal action being taken against you.

## **12. Disputes and Resolutions**

- Other than as a result of a technical failure which we are directly responsible for, you accept and agree that the random number generator will determine the randomly generated events required in connection with the Services and where the result shown on the Software (as installed and operated by your hardware) conflicts with the result shown on our server, the result shown on our server shall in all circumstances take precedence. You understand and agree that (without prejudice to your other rights and remedies) our records shall be the final authority in determining the terms of your use of the Services.
- If you have a claim or dispute we would advise you to initially raise such claim or dispute with the customer service department at [support@pitstopbetting.com](mailto:support@pitstopbetting.com). Where possible, please provide us with all the relevant information or evidence reasonably required to review your claim or dispute.
- Our support team will review your claim and provide you with its decision within 14 business days of you submitting your claim or dispute.
- If you do not agree with the decision made by us, you should contact our Support Manager to appeal the decision made by our support team and provide our Support Manager with all the relevant evidence in relation to your appeal promptly.
- The Support Manager will re-review your claim or dispute and provide you with our final decision within 14 business days.
- In the event that the dispute is related to the outcome of a gambling transaction and you remain unsatisfied with the results of the above procedure, you may refer your dispute to an alternative dispute resolution procedure with eCOGRA. Where you refer your dispute to eCOGRA you are advised to do so promptly following receipt of our final decision. More information regarding eCOGRA'S dispute resolution services can be found [here](#). For a dispute resolution form please see [here](#).
- The above procedure and guidance will not, of course, limit you from filing any claim with the courts in accordance with the Governing Law section below or referring a gambling transaction dispute out-of-court through the European Commission's Online Dispute Resolution Platform found [here](#) or affect any rights which you may have under applicable law.

- Please note that in the event you may have any claim or dispute which involves players that do not play in the UK, eCOGRA'S dispute resolution services as stated above will not apply to you. However, if such other player plays in any EU member state other than the UK, you can refer the gambling transaction dispute through the European Commission's Online Dispute Resolution Platform found here.

### **13. Account Closure and Termination**

- The User Agreement shall come into force immediately upon your completion of the registration process with us and shall continue in force unless and until terminated in accordance with its terms.
- We may terminate the User Agreement and close your account immediately upon giving you notice to the email address which you have supplied us with (provided that such e-mail address is a valid email address) if:
- for any reason, you have not validated your email address via the link sent to you upon registration;
- for any reason, we decide to discontinue provision of the Services in general;
- you have breached any of the terms of the User Agreement;
- your use of the Services has not been in accordance with the User Agreement;
- we reasonably believe that your account is associated with any account that has been terminated for material breach of the User Agreement or blocked for any reason (including due to suspected fraud, collusion or cheating).
- Unless otherwise provided in the User Agreement, on termination of the User Agreement any balance in your account will be returned to you within a reasonable time of your request.
- You may terminate the User Agreement and close your account at any time by sending an email to us at support@pitstopbetting.com. Such termination of the User Agreement shall take effect upon the closing of your account (including username and password), which shall occur within 7 calendar days after receipt by us of your email on our servers in the United Kingdom & Europe. You will remain responsible for any activity on your account between sending us such email and the closing of your account by us.

On termination of the User Agreement:

- you shall stop using the Software and the Services;
- you shall pay all amounts due and owing to us;
- you shall remove and permanently delete the Software from your device (s) and destroy all related documentation in your possession, custody, power or control; and
- neither party shall have any further obligation to the other, except as otherwise provided in the User Agreement.



- The right to terminate the User Agreement and to close your account given by this section shall not stop you or us from exercising any other right or remedy in respect of the breach concerned (if any) or any other breach.
- If you have chosen to self-exclude yourself from our platform, we will close all accounts identified as belonging to you, in accordance with our Responsible Gaming Policy.
- If you have previously had any issue with gaming addiction, financial difficulty, or any other such issue accounted for under our “Responsible Gaming” procedure, you must not use our Software or Services or open new accounts with us whilst such issue persists.

#### **14. General provisions**

- If any part of the User Agreement is disallowed or found to be ineffective by any court or regulator or administrative body, the other provisions of the User Agreement shall continue to apply. In such cases, the part disallowed or ineffective shall be interpreted as closely as possible to its original aim.
- If you breach the terms of the User Agreement and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach such terms.
- Unless expressly stated otherwise, nothing in the User Agreement is intended to give rights to anyone except you and us.
- Nothing in the User Agreement shall be construed as creating any agency, partnership, or any other form of joint enterprise between you and us.
- We may transfer our rights or obligations or sub-contract our obligations under the User Agreement, in whole or in part, without your consent in the event of a merger, sale of assets or other similar corporate transaction in which we may be involved in. The balance in your account shall not be negatively affected by such transfer or subcontracting. You may not transfer any of your rights or obligations nor subcontract any of your obligations under the User Agreement in whole or in part.
- Without affecting your rights with respect to the Designated Account as stated above, nothing in the User Agreement will grant you any security interest over our assets, including for the avoidance of doubt on any amounts standing to the credit of your account.

#### **15. Gaming Regulations**

- We are subject to certain laws and gambling regulations of Great Britain. You acknowledge that we may be bound to disclose certain information about you and your account to the British authorities pursuant to such laws and regulations.

## **16. Customer Service Department**

- For service quality assurance calls made by you to the customer service department may be recorded.
- You hereby expressly consent to us using the contact details provided by you on registration to occasionally contact you directly in relation to your use of the Services or any other products or services offered by us, our partners or affiliates from time to time.
- We will not tolerate any abusive behaviour exhibited by users of the Service to our employees. In the event we deem that your behaviour has been abusive or derogatory towards any of our employees, we shall have the right to close your account with us and terminate this User Agreement and such act will be considered as a breach of this User Agreement by you.

## **17. Exchange Rates**

- All accounts set up in UK are in GBP (£).

## **18. Governing Law**

- The User Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with the laws of England and Wales. Therefore, if you wish to issue legal proceedings against us, you must do so in the jurisdiction of England and Wales.
- In addition, you have the right to refer your dispute to an alternative dispute resolution procedure with eCOGRA or the European Commission's Online Dispute Resolution Platform.

## **19. Provisions Relating to Sports Plays**

- Please carefully read the "PSB Play Rules":
- On a case by case basis, we may limit or refuse any play, stake or other wager made by you or through your account on our sports play products.
- Notably, if your account is subject to maximum play restrictions this may result in you being unable to use a free play received as part of a promotion on a certain market(s).
- Where you place a play on a sport which is regulated by a Sports Governing Body included in Part 3 Schedule 6 of the Gambling Act 2005 or published on the Great Britain Gambling Commission's website (each a "Sports Governing Body"), in order for your play to be accepted as a valid bet by us, you must not be in breach of any rules

concerning irregular and/or suspicious play or misuse of information relating to: (i) the applicable Sports Governing Body; (ii) any other professional body of which you are a member of; or (iii) your employers. If we suspect you are in breach of the any of the above, we may void the relevant play.

- We are a member of the European Sports Security Association ("ESSA"), a non-profit making organisation that monitors irregular betting patterns and possible instances of event manipulation. As part of that membership, we are a full participant in its early warning system which is aims to identify any such betting behaviour.
- In the event we receive notification of a warning, we hold the discretionary right to: (i) suspend the offering of any event or series of events in any of its markets and (ii) delay and/or withhold payment on any event or series of events in any of its markets, until the integrity of such event or series of events has been confirmed by the relevant sports federation via ESSA.
- Further, in the case of active event manipulation being confirmed as having taken place on any event or series of events by ESSA, acting in conjunction with the appropriate sports governing bodies, we have the discretionary right to suspend any bets placed on such events, either by any individual identified by ESSA as having possessed insider betting knowledge or information or by any other individual who in our reasonable opinion is connected to, acting in conjunction with or in any way involved with such individual.
- We reserve the right to withhold payments or void any play(s) with respect to an event or match, if we have reasonable suspicion or evidence that the following has occurred:  
(i) the integrity of the event has been questioned; (ii) the betting prices have been manipulated; or (iii) match or event rigging has taken place. Such evidence may include but not be limited to size, volume, or pattern of plays placed with us.
- If we reasonably believe that any suspicious betting or wagering activity has occurred on your account, that account may be suspended by us until any relevant investigation is completed.

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**DISCLAIMER: Please note that Peer-to-peer and multiplay will not be available and cannot be played, until they are activated.**

**PLEASE PRINT OFF A COPY OF THIS USER AGREEMENT FOR YOUR RECORDS**