Terms & Conditions

Welcome to the Boylesports.com Website
These terms and conditions are effective from **15th May 2023.**

A. Introduction

1. These terms and conditions (the "Terms") and all the documents expressly referred to in them (the "Agreement") are the terms and conditions of the agreement which You enter into with Us in respect of Your use of BoyleSports Group products and/or services (collectively the “Service") when You access and make use of any BoyleSports Group companies' websites (collectively the "Website"), including but not limited to:

(a) livecasino.boylesports.com/, mlivecasino.boylesports.com and all webpages containing these addresses (the "BoyleSports Casino Website").
(b) poker.boylesports.com, mpoker.boylesports.com and all webpages containing this address (the "BoyleSports Poker Website").

(c) games.boylesports.com, mgames.boylesports.com and all webpages containing these addresses (the "BoyleSports Games Website").
(d) bingo.boylesports.com, mbingo.boylesports.com and all webpages containing these addresses (the "BoyleSports Bingo Website").

(e) www.boylesports.com, mobile.boylesports.com and tab.boylesports.com, all webpages containing these addresses and any pages related to Your account located on http://boylesports.com/

(f) lotto.boylesports.com, mlotto.boylesports.com and all webpages containing these addresses (the "BoyleSports Lotto Website").

2. By using and/or visiting any section (including sub-domains) of the Website or any other websites or applications that We own and/or registering on Our Website, including when subscribing for a new Service or using the Service, downloading software or changing Your preferences or details on the Account, You agree to be bound by (i) these Terms and Conditions; (ii) Our Privacy and Cookies Policy; (iii) the Rules applicable to the Service available on the Website; (iv) Offers/Bonus/Promotions Terms and Conditions; and (v) any other document referred to in them (together the "Terms"), and are deemed to have accepted and understood all the Terms.

3. Please read the Terms carefully and if You do not accept the Terms, do not use the Website and Service. The Terms shall also apply to all telephone betting and betting or gaming via mobile devices including downloadable applications to a mobile device (as if references to Your use of the Website were references to Your use of Our telephone betting and/or mobile devices facilities).

4. References in the Terms to the "Company", "BoyleSports", "We", "Our", or "Us" will relate to the BoyleSports Group and the relevant operating and licensed members of the BoyleSports Group in respect of Your use of the Service.

> **4.1** The Website/Service is operated by BoyleSports (Gibraltar) Limited (company number 112469). BoyleSports (Gibraltar) Limited’s address is Suite 2B, 143 Main Street, Gibraltar, GX11 1AA. BoyleSports (Gibraltar) Limited is part of the BoyleSports Enterprise Group, with registered office at Finnabair Industrial Estate, Dundalk, Co Louth, Ireland.
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> **4.2** BoyleSports (Gibraltar) Limited is licensed by the Government of Gibraltar and regulated by the Gibraltar Gambling Commissioner under the Gibraltar Gambling Act 2005 for the purposes of operating and offering Internet gambling services including, but not limited to, casino, poker, bingo, games and online fixed odds betting. BoyleSports Enterprise is licensed and regulated by the UK Gambling Commission under the Gambling (Licensing and Advertising) Act 2014.
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> **4.3** To the extent that You are located outside England, Wales or Scotland whilst You use the Service, We shall be deemed to be regulated by the Gibraltar Gambling Commission; to the extent that You are located in England, Wales or Scotland whilst You use the Service (a "UK Player"), We shall be deemed to be regulated by the UK Gambling Commission.

5. We may need to change the Terms from time to time for a number of reasons (including to comply with applicable laws and regulations, and regulatory requirements). All changes will be published on the Website. The most up to date Terms will be available on the Website. Where we wish to make material changes to the Terms, we will give you as much prior notice of such changes as is reasonably practicable but in any event customers will be notified of material changes before they come into effect. Material changes will be notified to customers by on site pop-up messaging. Any such revision will be binding and effective from such date as is specified in such notice. Your continued use of the site will be deemed to be your acceptance of any changes we may make. The date on which the new terms and conditions are effective will be as stated at the top of the Terms and Conditions page. Please check these Terms regularly for updates.

6. Reference to "You", "Your", "User" or the "Customer" is reference to any person using the Website or the Service of BoyleSports and/or any registered Customer of BoyleSports. For the avoidance of doubt, this Agreement will apply to all Users that wish to use the Website and/or Service, including registered and unregistered users, whether they register with Us directly or through an affiliate.

7. The right to access and/or use the Website (including any or all of the Services offered via the Website) may be illegal in certain countries or jurisdictions. It is Your responsibility to ensure that at all times You comply with all laws in the jurisdiction that apply to Your use of Our Service and You warrant to Us that Our Services are not illegal in the territory where You reside or access the service from.

8. We may decide to restrict registration with Us to users located in specific jurisdictions or jurisdictions at Our discretion. It is Your responsibility to ensure that this is not the case.

9. Should We determine that You are located in a jurisdiction to which Clauses 7 or 8 in this section apply then We reserve the right to immediately suspend and/or close Your account without notice to you, to terminate this Agreement and/or to block Your access to Our Website or Services. We reserve the right to make such determination by using Your IP address to access the Account.

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

11. You agree and acknowledge that You are fully aware that there is a risk of losing money by means of the Website and/or the Service and You are fully responsible for any such loss.

12. Subject to this Agreement, You may use the Websites for Your own personal and non-commercial use to view the Websites and to use Our Services.

13. Your access to the Website and/or the Service is permitted on a temporary basis and We reserve the right to at any time and without liability to withdraw, suspend or amend any aspect or feature of the Website or Service without notice or liability. Your access to the Website and Services is provided by Us on an "as is" basis. We will not be liable if for any reason Our Website is unavailable at any time or for any period.

14. You are responsible for making all arrangements necessary for You to have access to the Website and Services, including arranging for an internet connection. You are also responsible for ensuring that all persons who access the Website and Services through Your internet connection are aware of this agreement, and that they comply with it.

15. You are responsible for complying with all laws applicable to Your use of the Website and will not use them for illegal purposes. We may refuse any request for any Website access or the Service(s) without prior notice to any User for any or no reason. As a condition of Your access and use of the Website and the Services You warrant to Us that You have the right, authority and capacity to enter into and be bound by this Agreement.

16. You must not misuse the Website and/or Services by knowingly or negligently introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website and/or Services, the servers on which the Website or Services is stored or any server, computer or database connected to the Website or Services. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this You would commit a criminal offence. We may report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity and other details relating to Your Account with Us to them. In the event of such a breach Your right to use the Website and Services will cease immediately.

17. We have no obligation to monitor or moderate any user's activity or use of the Website, however We retain the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process, regulatory authority request or any other reason We consider necessary, to ensure that the Services are properly used, that this Agreement is being complied with or to investigate a suspected breach of this Agreement. We also reserve the right at Our own discretion to block access where evidence indicative of automated or robotic activity is found.

18. Reference to "Bet" or "Bets" will relate to a game, participation, tournament, bet, wager or stake placed via the Website and/or Service on the outcome of any event, market, game, table or tournament referred to and or available on the Website and/or Software.

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

20. When using the Website or Service, You must comply with the provisions of Our Privacy Policy which forms part of this Agreement. Our Privacy Policy sets out how We may use information about You collected during use of the Website and Service.

B. Responsible Gambling

1. We strongly support responsible gambling. The excitement of betting should not work against You. We want every Customer to Bet with responsibility and within their means.

2. At any time You can use Your Account to set limits on Your gambling activity on the Website. Simply log-on using Your unique username and password, select "My Account" and then "Responsible Gambling" and set Your limits.

> **2.1** Complete Exclusion. You may request Us to refuse You the ability to use Your Account in relation to the Website to place any amount of money as a Bet from Your Account on a gambling transaction. If You do this We will refund any balance on Your Account to Your nominated bank account or Card. After receiving and processing Your notice You agree that We may reject any Bet that You attempt to make, treat it as void, suspend Your Account, close Your Account and/or place You on a blacklist of individuals who We may refuse to allow or operate accounts with us. When You are self-excluded for all Our

products, You will not be able to make any deposits or Bets until self-exclusion expires.

2.2 Deposit Limits. You may self-regulate Your Account deposit limits on the Website by accessing the "Responsible Gambling" section under the Website's "My Account" section when logged into the Website or by contacting Us at Support. Using this facility You moderate Your Account deposit activity to a level that suits Your requirements on the Website.

3. You may opt to contact Us by phone, in writing or at Support and request Us to set limits on Your gambling activity.

4. In addition, You may self-regulate Your gaming limits on the Service by accessing the Responsible Gambling section when logged into the Website. Using this facility You moderate Your activity to a level that suits Your requirements on the Website.

5. We reserve the right to exclude You from the Website at any time.

6. You acknowledge and agree that if You exercise Your rights in regulating Your use of the Website then this may also affect Your ability to place Bets on other BoyleSports Group websites.

7. Your self-exclusion involves a joint commitment from Us and you. We will take reasonable steps to prevent You re-opening Your account or opening new accounts. However, during the period of Your exclusion, You must not attempt to re-open Your account or to try and open new accounts.

8. Having implemented reasonable checks and safeguards to ensure that whilst You are self-excluded You cannot open an account We cannot be held liable to You or any third party if You are able to continue to use the Website or any Service provided by the Company.

9. Accounts that have been self-excluded are unable to be reactivated under any circumstances until the expiry of the self-excluded period. At the end of the period, You may recommence using the Service by phoning Our Customer Service Team (email is not accepted) after a 24 hour waiting period has lapsed.

10. During Your time out and self-exclusion period, We will take reasonable steps to ensure that You will no longer receive marketing materials or promotional offers but this can take up to 48 hours to come into effect.

C. Your BoyleSports Account

1. Application

1.1 The use of the Website or Service by a minor is prohibited; You warrant that You are over 18 years of age (or such other higher minimum legal age in Your jurisdiction) as underage gambling is an offence. We reserve the right to require You to provide proof of age documentation at any time and Your account may be suspended by Us at any time until satisfactory proof of age documentation is produced to Us by you. Where it is not possible to be satisfied within 72 hours of a first deposit being made (or within the period of time usually sufficient to carry out age verification for customers from a particular state), that You are above the minimum age to gamble, Your account could be suspended whilst procedures continue to establish Your age, or the account could be cancelled and all Bets returned. In the event We discover You are under 18 or the legal age for gambling in the jurisdiction You are resident Your Bet will be returned to You and We shall not be obliged to pay any winnings which might otherwise have been payable in respect of the bet.

1.2 The countries from which we accept business are indicated by the drop down list available on account opening forms and can be confirmed by contacting our Customer Services team. We may amend or alter the list of countries from which We accept business at any time and at Our discretion. It is Your responsibility to check the list regularly to ensure that You do not access Our Website or Services from a jurisdiction from which We don’t accept business.

1.3 By opening an Account with Us and by using the Website You also warrant that:

(a) You are legally capable of entering into binding contracts;

(b) You are resident in an area that permits Our Website and/or Service to occur, including but not limited to gambling, poker games, casino games, bingo games, betting;

(c) You are not an employee of any company within the BoyleSports Group; and,

(d) You have not excluded yourself from betting or gambling and neither We nor any other online gaming operator or online fixed odds betting operator has excluded You from betting or gambling.

1.4 You may only open one account with us, which then can be used by You for the purposes of the Website and/or Service, and You agree and acknowledge that any and all special offers are limited to one per person unless they clearly state otherwise. We reserve the right, at Our discretion, to prevent You from receiving future offers/services or Services, or to place any restrictions on Your Account.

1.5 When registering for an account with Us in respect of the Website You agree to provide accurate, current and complete information and to promptly update the information You provide to Us when it changes.

1.6 We have the right to disable, suspend or restrict Your User identification name or password, whether chosen by You or allocated by us, at any time, at Our discretion, including if, in Our opinion, You have failed to comply with any of the

provisions of this Agreement.

1.7 You may not: (i) enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, or, (ii) use a name without appropriate authorisation. We reserve the right in Our sole discretion to refuse registration of, suspend or cancel a User identification name without notice.

1.8 You confirm that You have not previously held an account which was terminated either by Us or by any other online gaming operator or online fixed odds betting operator by reason of breach or improper or unlawful behaviour.

1.9 By accepting the Terms and/or registering to use the Website You hereby agree that We shall be entitled to conduct any and all such identification, credit and other verification checks from time to time that We may require and/or are required by applicable laws and regulations and/or by the relevant regulatory authorities for use of the Website and Our products generally. You agree to provide all such information as We require in connection with such verification checks. We shall be entitled to suspend or restrict Your account in any manner that We may deem in Our absolute discretion to be appropriate, until such time as the relevant checks are completed to Our satisfaction.

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

2. Other Considerations

2.1 On occasion the prices available on the Website may not be the same as those prices available at BoyleSports Licensed Betting Office (LBO's) or BoyleSports Fon-A-Bet service, if You use the Website to avail of the Service then the prices available on the Website shall apply to you.

2.2 We reserve the right to refuse the whole or part of any Service offered by You or to reject any application from You to open an Account without offering You any explanation. At any time BoyleSports may terminate Your Account and/or this Agreement with You without offering You any explanation. We reserve the right to monitor and restrict special offers and trading concessions from all Oddschecker.com customers who were referred to BoyleSports.com.

2.3 You must check Your Account balance each time You log on to the Website. In the event of a query it is Your responsibility to notify Us at the earliest opportunity together with a complete record of Your transactions since Your balance was last verified by You and to provide Us with any other related information that We request.

2.4 Once logged into the Website You can view Your Account statement by selecting the "My Account" and "Account History". Here You will be able to search for previous Bets made on Your account as well as deposits and withdrawal transaction. At any point, You may request a full account statement from the BoyleSports Customer Service and this will be facilitated by post and/or email.

2.5 We reserve the right to monitor, restrict and/or alter the administration of special offers and trading concessions on a per client basis at Our own discretion without prior notice.

2.6 We reserve the right at Our own discretion to close account/s, standardise account status, make void the activity on duplicate account/s, make void any activity of accounts linked to a restricted account/s and/or reclaim any illegitimately paid bonuses or payouts where the following has occurred:

2.6.1 Our verification process identifies additional accounts opened by You through Us or any of BoyleSports Business to Business (B2B) partner(s);

2.6.2 Our processes identify that your account is linked to a restricted account/s including, but not limited to, by address, e-mail or IP address;

2.6.3 Our Service to You has previously been permanently terminated by Us or any of BoyleSports Business to Business (B2B) partner(s); or

2.6.4 Your activity and gameplay attempts to bypass Our system controls on Bet placement, bonus qualification or stake limits, or are seen as bonus or promotional abuse.

2.6.5 Deliberate attempts to falsify account details may lead to closure of ALL related accounts.

2.6.6 Where we reasonably suspect that you have opened duplicate Accounts or where we reasonably suspect that second or subsequent Accounts are under common control with your Account with a view to concealing the true worth, nature or pattern of Bets placed by you or on your behalf, even if second or subsequent Accounts are opened under different names.

2.7 You agree that We can provide any information that You give to Us (including any information provided on Your registration form) to any of the other BoyleSports Group companies on Your behalf should You decide to use the Website and/or Services of any BoyleSports Group companies including, but not limited to, for the purposes of managing the Account that You have with Us and its use with regards to a BoyleSports Group company's Website and/or Services.

3. Account Details

3.1 If You choose, or if You are provided with a password or any other piece of information as part of Our security procedures, You must treat such information as confidential, and You must not disclose it to any third party. We have the right to disable, suspend or restrict any User identification name or password, whether chosen by You or allocated by us, at any time, at Our discretion, including if, in Our opinion, You have failed to comply with any of the provisions of this Agreement.

3.2 You shall be responsible for maintaining the confidentiality of Your password and are fully responsible for all activities that occur under Your username/account number and password. Any User identification name/number and password chosen or provided to You for Your access to the Website and/or Services shall be for Your personal use only and is non-transferable.

3.3 You agree to (a) immediately notify Us of any unauthorised use of Your username or password, or any other breach of security and (b) ensure that You exit from Your account at the end of each session. We cannot and will not be liable for any loss or damage arising from Your failure to comply with these requirements.

3.4 If You forget or lose Your password or account information please contact Us immediately. We will endeavour to suspend the account once informed of lost account details, but You remain solely responsible for any Bets placed on an account prior to Our suspending an account. If We have reason to believe that there is likely to be a breach of security or misuse of Your account, We may require You to change Your password/registration details or We may suspend or close Your account.

3.5 You are solely responsible for the security of Your account balance and the security of the device through which You access the Website and/or Service, including mobile platform content. BoyleSports accepts no responsibility and has no liability whatsoever for any activity on Your account or the device used to access said account. BoyleSports strongly recommends that You use Your own desktop, mobile or tablet device for transacting on the Website and do not share Your devices with anyone.

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

3.7 You are responsible for ensuring that the correct banking/personal information is available on Your Account with us. By submitting Card payment details to Us You warrant that You are entitled to place the Bet or request Our Service using such payment details. If We do not receive payment authorisation or if payment is not valid, cannot otherwise be processed or if any authorisation is subsequently cancelled or any check of Your Card fails, We may reject Your Bet or Service and/or immediately terminate or suspend Your Account. We reserve the right to conduct credit checks with third party credit and financial institutions in order to confirm any information that You have provided to Us or to determine Your ability to perform this Agreement.

3.8 You can choose which currency is most convenient for You to manage Your Account in from the following list, which may be varied at Our discretion from time to time:

Pound Sterling GBP

Euro EUR

US Dollar USD

The currency that You choose for the operation of Your Account must be the same as the currency associated with Your chosen payment mechanism.

4. Personal Details

4.1 We will comply with applicable data protection laws (including, in the UK, the Data Protection Act 1998 and, in Gibraltar, the Data Protection Act 2004) in respect of the personal information You supply to us. Your personal information is processed in accordance with Our Privacy Policy.

5. Suspension and Closure

5.1 You agree that We may, with or without cause, immediately terminate Your Account, this Agreement and/or access to the Website and Service without prior notice at Our sole discretion. Without limiting the generality of the foregoing, any of the following may lead, at Our option, to a termination by Us of Your use of the Website and Your Account: (i) Your breach of this Agreement; (ii) a request by law enforcement, Police or other government agencies relating to Your Account or to you; (iii) a request by You (self-initiated Account termination), (iv) unexpected technical issues or problems; (v) extended periods of inactivity; (vi) You are or have been subject to any bankruptcy, insolvency or criminal proceedings; (vii) We consider that You have used the Website in a fraudulent manner or for illegal and/or unlawful or improper purposes or attempts to; (viii) We consider that You have used the Website in an unfair manner or have deliberately cheated, match rigged, colluded or taken unfair advantage of BoyleSports or any of its customers; and (ix) We suspect or know that You have participated in money laundering, are linked to terrorist funding activities or any other criminal activity.

5.2 We reserve the right to investigate and We will determine, in Our discretion, whether there has been a breach of this Agreement through Your use of the Website, Account or Services. When a breach of this Agreement has occurred, We may take such action as We deem appropriate. Failure to comply with this Agreement may result in Our taking all or any of the following actions:

5.2.1 Immediate, temporary or permanent withdrawal of Your right to use the Website;

5.2.2 Issue of a private warning to you;

5.2.3 Commence legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

5.2.4 Refuse a bet or any part of a bet offered;

5.2.5 Void any accepted bets and withhold settlement;

5.2.6 Withhold all or part of Your account balances or stakes, which will be deemed as forfeited by You;

5.2.7 Other legal action against you; and/or

5.2.8 Disclosure of such information to law enforcement authorities, applicable authorities, regulators or external parties (including but not limited to other gambling operators) as We reasonably feel is necessary.

5.3 You may terminate Your Account in respect of this Website with immediate effect at any time by either contacting Us by phone or sending Us written notice of the termination of Your participation on the particular Website and Your request to close Your Account. You agree that We may require information from You to validate any request to terminate Your Account or this Agreement. Any negative balance on Your account will fall immediately due and payable to us, and Your account will not be closed until the relevant amount owed to Us is paid in full.

5.4 Unless You are required to do so by law (in which case You must provide Us with details of such legal obligations) You shall not close Your Account while open Bets remain. Should You attempt to close Your Account and terminate this Agreement We will block the Account for future activity and will close the Account after the outstanding Bets have been settled.

5.5 If We close or suspend Your account or Your access to the Website and/or Service, You shall be liable for any and all claims, losses, liabilities, damages, costs and expenses incurred or suffered by BoyleSports (together "Claims") arising therefrom and shall indemnify and hold BoyleSports harmless on demand for such Claims and We shall have no further liability to You whatsoever. In these circumstances BoyleSports shall also be entitled to withhold and/or retain and/or recover any and all amounts which would otherwise have been paid or payable to You, including but not limited to affected or applicable bonuses, winnings, payouts or deposits and these may be used to settle any liabilities we incur as a result of Your actions; as well as seek compensation for any unpaid deposits, including any expenses incurred by Us in the process of collecting a deposit.

5.6 Upon any termination of this Agreement, whether by Us or by you, You agree and acknowledge that (i) Your rights to use the Website shall immediately terminate, (ii) You may receive marketing communications within 3 months of account closure where you have consented to be contacted for such purposes (iii) You will cease any and all use of the Website, and (iv) You will remove any software provided to You or downloaded by You in respect of the Website from Your computer, hard drives, networks and other storage material. If requested by Us in writing, You will confirm to Us in writing that You have complied with (iii) and (iv) of this Clause.

5.7 We will not be liable for any loss or damage which You may incur as a result of Your breach of this agreement. You agree to cooperate in any investigation in respect of that breach.

6. Dormant Accounts

6.1 An account is deemed to be "dormant" during any period in which none of the following actions take place in relation to it: (i) a successful deposit; (ii) a sports or financial Bet is placed; or (iii) participation in any casino, poker, games, skill or bingo product.

6.2 Should Your account become dormant, through lack of use, We will continue to contact opted-in accounts with promotional messages until such time as You instruct Us to stop. We may also contact all account holders periodically to advise of any account balance.

6.3 Please note that after a period of no less than 24 consecutive months of account inactivity the account will be classified as “dormant” and we will attempt to pay any deposit balance remaining on Your account to the last payment method used.

6.4 Closure and removal of funds from Your dormant account. We will close Your dormant account and remove funds only after we have taken reasonable steps to contact You using the contact details provided. In the event we close Your dormant account we will contact You in writing with 30 days’ notice advising how You can access Your funds prior to their removal from Your dormant account.

6.5 Funds in Your account shall not entitle You to interest.

6.6 Any account balance may also be used to finance the Company's costs incurred by the fraudulent activity, including but not limited to chargebacks, reversals, cancelation or denial of any deposits on Your account or associated accounts.

6.7 You can ‘reactivate’ Your account by: (i) making a successful deposit; (ii) placing a sports or financials bet; or (iii) playing/taking part in any casino, poker, games, skill or bingo product.

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D. Your Finances

1. Deposits and Wagers

1.1 Once Your Account has been opened, You can make a deposit. By depositing funds into Your account, You direct Us and We agree to hold them, along with any winnings, for the sole and specific purpose of using them (i) to place Your sporting and gaming bets; and (ii) settling any fees or charges that You might incur in connection with the use of Our services (the “Purpose”). We shall be entitled to suspend or close Your account if We reasonably consider or have reason to believe that You are depositing funds without any intention to place sporting and/or gaming bets. In such circumstances We may also report this to relevant authorities.

1.2 As per our licence with the UKGC, we want to inform you about the funds we hold for you, and the extent of protection. Customer funds are secured in bank accounts separate from and not accessible by the company. In other words, even in the event of insolvency you will be able to withdraw funds but there is no absolute guarantee that all funds will be repaid, which meets the requirements for the protection of customer funds at the ‘medium’ level of protection as defined by the Gambling Commission. This is verified and subject to controls by an external auditor. For further information, you can click here.

1.3 You agree that We shall be entitled to retain any interest which might accrue on monies held in Your BoyleSports account.

1.4 No credit will be offered by any company employee, and all Bets must be supported by sufficient cleared funds in the Customer account. We reserve the right to void any Bet which may have inadvertently been accepted when the account did not have sufficient cleared funds to cover the bet.

1.5 Once a currency is selected, funds are deposited, wagered and winnings paid in that currency. If You wish to change the currency used, please contact Us.

1.6 Where regulations permit we accept all major debit and credit cards, and those accepted are indicated on the Website (each a "Card"). We reserve the right to change the Cards that We accept from time to time. Your Account may only have one active Card at any one time. If You wish to change or deactivate a Card You must have a zero balance by withdrawing any funds onto Your existing Card and then proceed with any changes. If Your existing Card has expired You may register the new Card's expiry date irrespective of Your balance. We reserve the right to withhold funds if the Cardholder's name is different from the name on the Account or where We have sufficient reason to believe that the Card holder/User and Account holder is not one and the same person.

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

BoyleSports C/o Customer Services,

Finnabair Industrial Estate,

Dundalk,

Co. Louth,

Republic of Ireland.

1.8 You acknowledge that bank transfers may take up to five business days to arrive at Our bank. Your Account will be credited as soon as Our bank receives the bank transfer and We are notified.

1.9 You can also deposit money into Your online Account through any of the BoyleSports LBO's located throughout Ireland.

1.10 Skrill and Neteller are also accepted as deposit methods. In order to use Skrill or Neteller You must first register Your details with them. Once this has been completed navigate to the "My Account" section within the Website and select Deposit Funds. From here You will see that You can select Skrill or Neteller as a deposit method and then follow the on-screen instructions.

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

1.12 Paysafe is also accepted as a deposit method. We will only accept Paysafe deposits from BoyleSports.com accounts registered in the Republic of Ireland and the United Kingdom. Only Paysafe vouchers purchased in these jurisdictions may be deposited into Your Account e.g. A Paysafe voucher purchased in the Republic of Ireland may only be deposited into a Republic

of Ireland registered BoyleSports.com Account. Any winnings originating from Paysafe deposits must be withdrawn by Bank Transfer.

1.13 EUTeller, EKONTO, Trustly, SOFort, Giropay, InstaDebit and BOKU are also accepted as deposit methods in some countries. The methods will be available based on country of residence. In order to use them navigate to the "My Account" section within the Website and select Deposit Funds. From here You will be redirected to the providers Website, then follow the on-screen instructions.

1.14 If any sum is mistakenly credited to Your account, You agree to inform Us of the error; otherwise We reserve the right to cancel subsequently placed Bets on that account. In such an event, We also reserve the right to make the appropriate adjustment to that account.

1.15 Please note that cardholder details and any other sensitive data should never be sent to Us by unencrypted email.

1.16 You confirm that any payment information that You submit to Us is correct and that You are an authorised signatory of the debit card, credit card or bank account that You use in respect of the Website and/or Service, as the case may be. You are responsible for paying any transaction charge payable to a third party referable to the payment method that You use and this is not included in the amount of the bet. If any queries subsequently arise in relation to any payment details that You submit You agree to provide Us with any information that We reasonably request from You regarding the query.

2. Withdrawals

2.1 Withdrawal payments can only be made in the name of and to the registered account holder.

2.2 If the value of a deposit is not played through in full before a withdrawal is requested, We reserve the right to make a charge to the customer’s account to cover all reasonable costs relating to both the deposit and withdrawal. If necessary, the value of the withdrawal requested may be reduced accordingly.

2.3 Payments will be sent by Us to You when You send Us a request for a payment and are not issued automatically to you. We may prescribe the form of request and the details that You must provide to Us when making a request for a payment from us.

2.4 Where a card was used to make the initial deposit, all payments made to a Customer as part of a withdrawal of funds will be made to the same Debit or Credit card used to deposit monies with the Website. In the event of this not being possible, payments will be made by cheque, bank transfer or cash in accordance with the personal details stored in the customer's account.

2.5 You acknowledge that withdrawals from Your Account may take up to three to five working days to process depending on geographical location and the inter-bank arrangements. You also acknowledge that cheques can take up to three weeks to arrive depending on geographical location and the inter-bank arrangements. BoyleSports accept no liability in relation to any delays related to the processing of withdrawals from Your Account.

2.6 A verified BoyleSports account holder may make a withdrawal from an account up to €50,000 (or currency equivalent) in a 24 hour period. If a verified BoyleSports account holder wishes to withdraw more that €50,000 (or currency equivalent) they will be required to contact Our Customer Services Team.

3. Other

3.1 We reserve the right to reclaim from You any incorrectly transferred monies relating to incorrect settlement of Bets or to incorrect payments and by accepting these Terms You authorise BoyleSports to withdraw such monies directly from Your account into which the monies have been paid, to cancel cheques that You may have received or to direct that Your Card be debited to the amount paid over. You agree to promptly provide Us with assistance that We request in relation to any such payment made in error and to repay such amounts to us. Time shall be of the essence in relation to any payments which You must make to Us for the purposes of this Agreement.

3.2 If any sum is mistakenly credited to Your Account, You agree to inform Us of the error; otherwise We reserve the right to cancel subsequently placed Bets on that Account. In such an event, We also reserve the right to make the appropriate adjustment to Your account and to set-off any amounts owing to us. You agree to repay any monies paid to You in error immediately upon a demand from us. If We have not received payment within five days after the demand date from you, and without prejudice to any other Our rights or remedies, interest shall accrue on such due amounts at the rate of 2% over the base lending rate of Our bankers in Ireland from time to time, commencing on the due date and continuing until fully paid, whether before or after the judgment.

3.3 You agree not to make any charge-backs, reversals or otherwise cancel any deposits into Your Account, and in any such event to immediately refund and compensate Us for such unpaid deposits including any expenses incurred by Us in the process of collecting Your deposit. Without prejudice to any other rights or remedies that We may have We may suspend any activity on Your Account, including the payment to You of any requested withdrawal, until such deposits and expenses are paid in full without any liability to you.

3.4 Internet gambling may be illegal in the jurisdiction in which You are located. If so, You are not authorised to use Your payment card to complete the transaction. However, any Bets accepted from such jurisdictions will stand - win or lose.

3.5 Your account should not be used as a banking facility and deposits should only be made with a view to using the Website and/or Service (the "authorised purpose"). You are not entitled to use this Service for any purpose other than the authorised purpose (including currency hedging, speculative trading or any other currency trading). If We consider that You are using the Website and/or Service for any reason other than the authorised purpose, You will be liable to have Your account suspended and the circumstances investigated and You shall (a) be liable for any and all claims incurred arising therefrom; and (b) indemnify Us on demand for such claims. This may result in a report to the necessary authorities or the account being closed.

3.6 In addition, We shall be entitled to withhold and/or retain any and all amounts earned or received by You as a result of or in connection with Your 'unauthorised' use of the Website including activities which are not for an authorised purpose.

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

3.8 You are responsible for paying any tax which applicable law requires be paid in relation to the Account or the use of the Website or Service and for deducting these from Your winnings (where applicable) except the relevant tax rate levied by the Gibraltar authorities which We currently absorb. In the event of introduction of any new taxes or levies We may choose not to pay this tax or levy for you, meaning that You would be liable for its payment. We are not responsible for any local taxes that may be payable by You whether on any bets/wagers placed, on any winnings or otherwise related to Your use of the Website or Service.

E. Betting Procedures

1. Placing Bets

1.1 You are responsible for all Bets placed on Your Account where the correct username/Account number and password have been used. You should not divulge Your Account details to any other person (see section C, point 3.2 above). All Bets are placed at Your own risk and discretion.

1.2 Wagers on the Website may only be placed through Your personal account which You have with Us in connection with the Website made online (including via mobile device or downloadable applications on a mobile device) or by telephone. We shall not accept wagers from You in any other form or by any other means and where received will be invalid and void - win or lose. Any winnings from using the Service will be deposited into Your account, and subsequent Bets on the Website will be debited from Your account balance with us.

1.3 It is Your responsibility to ensure any Bet is correct at the time of placement and that You have understood the rules, odds and terms associated with any bet, as once Bets have been accepted by Our server they will not be cancelled or changed. Bets placed through the Website will only be valid once a Bet placed receipt is displayed.

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

1.5 You agree to pay for the Bets placed with Us in accordance with this Agreement. You agree that (1) You are solely responsible for any Bet placed on Your account with us, where the correct username/account number and password have been used (whether or not authorised by you); and (2) You will not in any respect operate Your account in a misleading, deceptive or fraudulent way, neither collude with others to cheat, or to fix the outcome/result of any event/game in respect of which a Bet may be placed with us.

1.6 For BoyleSports Games Services, any incomplete game shall be made void with the Bet being returned to the Customer by BoyleSports.

1.7 For Bets placed by telephone, You are responsible for all transactions where Your name and account number or name and username are correctly quoted (whether or not authorised by you). If You nominate another person as an authorised User of Your account, You shall be responsible for all transactions such person makes using the relevant account details. Should You lose Your account details or feel that someone else may have Your account details, please contact Us.

1.8 You can only Bet up to the amount of cleared funds held in Your Account or allowed by Your Card, bank or payment mechanism. In addition, You acknowledge that the minimum and maximum Bet per selection on the Website as part of the Service is determined exclusively by BoyleSports at Our discretion. You acknowledge that this may differ from parameters in BoyleSports Licensed Betting Office (LBO's) or BoyleSports Fon-A-Bet. BoyleSports reserves the right to accept or decline the whole or part of any proposed Bet made on the Website.

1.9 Any queries that You have relating to a Bet that You made on the Website must be raised by You no later than six

months after the last event in the Bet has been settled. We cannot guarantee that We will be able to respond to Your query if it is not raised within this time.

2. Bet Confirmation

2.1 Bets will not be valid if there are insufficient funds in Your account.

2.2 For telephone Bets 'acceptance confirmed' will be deemed only after an operator has completed a recap of the Bet details and confirmed to the Customer that the Bet has been successfully processed and accepted.

2.3 A Bet that You request will only be valid once accepted by BoyleSports's servers. Each valid Bet will receive a unique transaction code. We shall not be liable for the settlement of any Bets which are not issued with a unique transaction code. If You are unsure about the validity of a bet, please check Your account history, or contact Us.

2.4 Notwithstanding the above, if Bets are placed via a credit or debit card they are not valid until We have received payment in full. The Bet will be automatically void if We have not received the payment prior to the relevant event commencing.

2.5 Should a dispute arise, You and BoyleSports agree that the BoyleSports security records will be the ultimate authority in such matters.

3. Offers

3.1 From time to time we may offer new and/or existing Customers various promotional offers.

3.2 All Customer offers are limited to one per: person, family, household address, account, email address, IP address, telephone number, same payment account number (e.g. debit or credit card), linked NETeller or Skrill accounts, mobile device (e.g. mobile or tablet), application download or shared computer (e.g. public library or workplace).

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

3.4 The terms of the offers will be clearly stated for each individual promotion or offer. It is Your responsibility to ensure that those terms are read and fulfilled by You in order to qualify for the offer, and also to facilitate any subsequent redemption and /or withdrawal. The promotional terms are to be read in conjunction with these Terms. Should You be unclear about any point relating to a specific offer it is Your responsibility to contact Our support team and gain a full understanding before taking part in the offer.

3.5 If there is any ambiguity between these Terms and the offer specific terms, these Terms will prevail.

3.6 Where any term of the offer or promotion is breached, abused or there is any evidence of a series of Bets placed by a Customer or group of customers (e.g. where common betting patterns across the same fixture/markets have been identified across accounts), which due to a deposit bonus, enhanced payments, free and risk free bets, or any other promotional offer results in guaranteed Customer profits irrespective of the outcome, whether individually or as part of a group, BoyleSports reserves the right to reclaim the bonus element of such offers and in BoyleSports's absolute discretion settle Bets at the correct odds, void the free and risk free Bets, void any Bet funded by the deposit bonus or limit the payment of winnings in respect of those bets to the maximum payout for individual bets on any particular market(s). Abusive play patterns include but are not limited to (i) players building funds using low risk games and then using higher risk games to complete wagering requirements, (ii) players switching from large stakes to low stakes to meet wagering requirements, (iii) excessive frequency and/or highly unusual pattern of bets placed on the same selection(s) in a short space of time (when compared with normal betting patterns), (iv) where the theoretical probability of those selection(s) winning at the time of bet(s) placement, based on the odds offered, is largely inconsistent with the theoretical probability of those selection(s) winning based on their starting prices. If a player is found guilty of the aforementioned, they will have their bonus and winnings revoked, original deposits refunded and will be removed from future bonuses. In addition, BoyleSports reserves the right to levy an administration charge on the Customer up to the value of the deposit bonus, free and risk free Bet or additional payment to cover administrative costs. BoyleSports further reserves the right to ask any Customer to provide sufficient documentation for BoyleSports to be satisfied in its absolute discretion as to the customer's identity prior to BoyleSports crediting any bonus, free and risk free Bet or offer to the customer's account. Satisfactory identity verification will be achieved by fulfilling one of the below combinations:

1. Uploading or Emailing of a National Driving License

2. Uploading or Emailing of the following:

National ID or Passport (picture page) and Proof of Address (for example a utility bill or bank statement), not older than 3 months showing the 4 corners/edges.

Documents can be provided through emailing care@boylesports.com, or through Live Chat.

3.7 While bonuses are active Your balance is broken down into Real Cash, Bonus and Pending Winnings. Winnings or further deposits will (1) first top up the Bonus Balance to the original awarded amount; (2) second top up the Real Cash

Balance to the original amount; (3) lastly added to Pending Winnings. Stakes on games will be (1) first taken from Pending winnings (should there be funds available); (2) secondly taken from Your Cash Balance (should there be funds available); (3) lastly taken from Your Bonus balance.

3.8 Any Bets placed containing selections at odds of less than 1/2 will not count towards any rollover requirement. All BoyleSports offers are intended for recreational players and BoyleSports may in its sole discretion limit the eligibility of customers to participate in all or part of any promotion.

3.9 BoyleSports reserves the right to withdraw the availability of any offer or all offers to any Customer or group of customers at any time and at BoyleSports's sole and absolute discretion. Offers only apply to customers who have made an actual/real money deposit with BoyleSports.

3.10 BoyleSports reserves the right to amend the Terms of or cancel any Customer offer or promotion at any time.

3.11 By accepting any promotional offer from BoyleSports you agree to be contacted in relation to such offer. This includes but not limited to: completion of the wagering requirements, offer pre expiration mail or changes in the terms and conditions of the offer.

4. Errors and Mistakes

4.1 We do not accept responsibility or liability for any errors or mistakes in respect of Bets including where: (1) BoyleSports has incorrectly stated information in respect of the announcing, publishing or marking of prices, odds/spreads/handicap/totals/cash out amount, place terms, Betting information or results; (ii) BoyleSports continues to accept Bets or wagers on closed or suspended markets; (iii) BoyleSports incorrectly calculates or pays a settlement amount; or (iv) any error occurs in a random number generator or pay tables included, incorporated or used in any game or product; despite Our every effort to ensure accuracy. We reserve the right to correct such mistakes. If We do make a mistake then We will decide at Our sole discretion which of the following rules should apply:

4.1.1 When a Bet is placed by You via the Website on a market offered before an event has started We will settle the Bet at the correct price or terms available with BoyleSports as if the mistake had not been made and We shall decide what that price or those terms for Your Bet would have been; or

4.1.2 We reserve the right to void any mistake made on a Bet placed in one of Our "live betting" markets; or

4.1.3 We reserve the right to decide that the Bet is null and void and to refund the stake amount of Your Bet to You via Your Account.

4.2 Winnings from settled Bets are added to the balance of Your betting account. Any funds/winnings credited to an account in error are not available for use, and BoyleSports reserves the right to void any transactions involving such funds and/or withdraw the relevant amount from Your account and/or reverse the transaction, either at the time or retrospectively.

5. Fraud and Void Bets

5.1 We reserve the right to refuse payment on any Bet that We are unable to substantiate on Our security records. We reserve the right to make void any Bet that We believe is not bona fide or which breaches any of Our rules, or those of any sports, events or gaming governing body, or which may jeopardise the integrity of the sports or event in question. This includes but is not limited to (i) where one or more of the participants in an event displays exceptional form which we reasonably believe was known to You or someone connected to You prior to the event but was concealed from the general public in order to gain an unfair advantage with any bets placed, (ii) where we have reason to believe that You have used unfair external factors or influences connected with the event(s) to benefit from the bets placed; or (iii) where we have reason to believe that You are acting in collaboration with others or that you are acting other than on Your own behalf.

5.2 We reserve the right to suspend a market and/or refuse or limit any Bet(s) at Our sole discretion for any reason whatsoever. In circumstances where a Bet is deemed to be or is declared void by Us at Our discretion, any sum deducted from Your Account with respect to that Bet shall be credited to Your Account. Bets shall only be valid if accepted by Our server and Bets will be subject to this Agreement. Until acceptance, no communications from You shall be binding on Us and all information displayed on this site constitutes an invitation to Bet or avail of the Services only. Should We determine to waive a rule in the interest of fair play to you, it shall only be for that instant and shall not set a precedent for the future. When a market is suspended any Bets entered will be rejected. BoyleSports also reserves the right to cease betting on any markets at any time without notice.

5.3 Without restricting Our ability to rely on other remedies that may be available to us, We will suspend or terminate Your Account, withhold part or all of Your balance in Your Account, cancel or void any Bets placed by You at Our absolute discretion if: (i) there is a technological failure; (ii) We suspect or know that You are engaging in illegal or fraudulent activity or attempts to defraud while using Our Website; (iii) We suspect or know that You are or You have breached any provision of this Agreement; (iv) We suspect or know You are acting in a manner that is detrimental to the conduct of Our business; (v) We suspect or know that You may be having difficulties obtaining credit, You are or have been subject to any bankruptcy,

insolvency, criminal proceedings or undergone analogous procedures anywhere in the world; (vi) where in Our judgment, there is a manifest error in the terms of a Bet placed by you; (vii) We are required to do so by law; (viii) We believe or know that You have participated in criminal activity; (ix) We suspect or know that You have participated in money laundering or are linked to terrorist funding activities; or (x) for the reasons set out in any clause of the Agreement.

5.4 You acknowledge, agree and accept that We are not liable to You for any failure in a wager/bet being placed for any reason including, but not limited to:

Computer malfunctions, hardware or software equipment, failure of telecommunications services;

Act of omissions by Your internet service providers and failure of electrical power or environmental control systems;

Any technical failures, system breakdowns, defects, delays, interruptions, manipulated or improper data transmission;

Any loss or corruption of data, communications' lines failure, distributed denial of service attacks;

Any bugs or viruses or any other adverse technological consequence to service.

5.5 If You suspect a person is cheating, match rigging, colluding, obtaining any unfair advantage or undertaking a fraudulent activity You should contact Our Customer Services Team and We will do Our best to investigate the matter. However, We shall not be obliged to take any action in the case of any suspicion of collusion, match rigging, cheating, obtaining any unfair advantage or fraudulent activity. We reserve the right to terminate the account of any User suspected of cheating, match rigging, colluding, obtaining any unfair advantage or undertaking a fraudulent activity and we will not be liable for any loss caused as a result of these or otherwise fraudulent or unlawful behaviour. In the case of suspected fraudulent payment, including use of stolen credit cards, or any other fraudulent activity (including but not limited to any chargeback, reversal, cancelation or denial of any deposits made into Your account), We reserve the right to terminate Your account, reverse any pay-out made and recover any winnings. We shall be entitled to inform any relevant authorities or entities (including but not limited to credit reference agencies, law enforcement authorities, regulators, gambling operators or external parties) of any payment fraud or otherwise unlawful activity, and We may employ collection services to recover payments.

5.6 Where We have reason to believe that a Bet is placed after the outcome of an event is known or there is a clear indication of the likely outcome, or after the selected participant or team has gained a material advantage (e.g. a score, sending off for the other team etc) or on the basis of ‘inside information’ know to You which is not in the public domain We reserve the right to void the bet, win or lose.

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

5.8 Where a Customer gives ambiguous instructions, BoyleSports reserves the right to split the amount of monies staked between the potential outcomes. Where this is impractical We reserve the right to void the whole of that bet. In any event, the decision of BoyleSports is final.

6. Late Bets

6.1 With the exception of Betting In Running events (see BoyleSports Betting Rules relating to "Betting In Running" for definitions); Bets are accepted up to the off-time of the event or a pre-determined time, whichever the earlier.

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

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

6.4 In the event of there being a dispute over the time at which a Bet was placed by You then the time at which it was recorded by Us on Our transactional log will govern settlement.

7. Cash Out

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

7.2 Boylesports’ Cash Out offer is available to customers on the Website, Mobile and app; on selected Sports markets, on

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

7.3 In order to avoid the abuse of promotions offered by Boylesports from time to time, Cash Out is not available in respect of free bets, bets placed using non-withdrawable funds or any bets placed which would qualify customers to receive a free bet, bonus or promotion.

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

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

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

7.7 In the event your Cash Out request is successful, a ‘success’ message will be displayed and your bet will be settled immediately and the Cash Out value returned to your account. The Cash Out value returned is inclusive of the original stake.

7.8 When customers successfully Cash Out this shall constitute a settlement of the original bet and any subsequent events will have no impact on the amount returned to your account. All Cash Out transactions remain subject to Boylesports’ standard settlement and bet acceptance rules set out in these Terms and Conditions.

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

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

8. Suspicious Betting Activity

8.1 Suspicious Betting refers to where we have reasonable grounds to believe that a Bet or Bets have been placed in suspicious circumstances. Suspicious Betting shall include, but not be limited to the examples below:

8.1.1 Where the same selection or selections are used an unusual number of times (by comparison with betting norms) in different types of multiple Bets.

8.1.2 Where there are an inconsistent and / or unusual pattern of Bets (by comparison with betting norms) placed on the same selection or selections over a short period of time.

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

8.1.4 Where we believe external factors, influences or insider knowledge is shared or used to exploit market positions, with unusual betting patterns (by comparison with betting norms) associated with multiple Bets / Bet types featuring the same selections.

8.1.5 Where the integrity of an event or events has been called into question, including, for example, but not limited to where one (or more) of the participants in an event displays exceptional form which we reasonably believe was known to you or someone connected to you at the time of the Bet placement but was concealed from the public generally in order to gain an unfair advantage in any Bets placed on that event (or those events).

8.1.6 Where we have reasonable grounds to suspect that a Bet or Bets were placed robotically or by automated means.

8.1.7 Where we reasonably suspect that you have opened a duplicate account or that subsequent account or accounts are under common control with your account.

8.1.8 Where we reasonably believe that Bets have been placed from a location or device other than the location or device which you claim to be using to place the Bet.

8.1.9 Where an investigation or communication with governing bodies or other bookmakers reasonably leads us to believe that betting patterns are associated with others, or acting on behalf of others, in relation to the above.

8.2 Where we believe we have reasonable grounds to act upon suspicious and / or unusual betting patterns (by comparison

with betting norms) as defined in Clause 8.1 we may take the following actions:

8.2.1 Request further information from you as may reasonably be required by us to investigate whether the Bet or Bets constitute suspicious betting.

8.2.2 Perform an investigation using reasonable endeavours, including but not limited to the use of various collusion, suspicious betting, fraud and cheating detection practises which are used in the gambling industry.

8.2.3 Suspend account activity during the investigation, in accordance with Clause C 5.

8.2.4 Cancel or void all bets deemed by BoyleSports to be suspicious or activate any other policy regarding accounts as covered in our general Terms and Conditions.

8.2.5 Where there are an inconsistent and / or unusual pattern of Bets (by comparison with betting norms) placed on the same selection or selections over a short period of time, and where we have reasonable grounds to suspect that the Bets are connected Bets, we may limit the payment of winnings in respect of those suspicious Bets to the maximum payout for individual Bets on any particular market or markets as set out in our Rule Book.

8.2.6 Close an account in accordance with Clause C 5, if we reasonable believe that any of the activities in Clause 8.1 above are connected with that account.

8.3 We will not be liable for any loss you or any other person may incur as a result of any behaviour deemed to be in breach of this Clause 8.

F. Others

1. Casino/Live Casino/Games/Poker/Bingo Games

1.1 It is Your responsibility to read and understand the rules of each Casino/Live Casino/Games/Poker/Bingo Game, including any terms and conditions attached to such use ("Casino/Live Casino/Games/Poker/Bingo Game Rules").

1.2 Your acceptance of and compliance with the Casino/Live Casino/Games/Poker/Bingo Game Rules attaching to each Casino/Live Casino/Games/Poker/Bingo Game at the time that You play the Casino/Live Casino/Games/Poker/Bingo Game shall be a condition of You being entitled to play the Game. The Casino/Live Casino/Games/Poker/Bingo Game Rules form part of this Agreement. You can access each Casino/Live Casino/Games/Poker/Bingo Game's Game Rules by clicking on Options, then Help once a Casino/Live Casino/Games/Poker/Bingo Game has loaded in the BoyleSports Casino/Live Casino/Games/Poker/Bingo Services and on Help once a Casino/Live Casino/Games/Poker/Bingo Game has loaded in the BoyleSports Services.

1.3 You fully accept and agree that the random number generator software will determine all the outcomes of any Casino/Live Casino/Games/Poker/Bingo Games.

2. Shared Poker Rooms

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

2.2 You agree that if You join a shared poker room on the BoyleSports Poker Website to play a Poker Game and/or access BoyleSports Poker Services You will accept and comply with the terms and conditions of the shared poker room which are notified to You at that time ("Poker Room Terms"). It is Your responsibility to read and understand the Poker Room Terms. Your acceptance of and compliance with the Poker Room Terms at the time that You join a shared poker room on the BoyleSports Poker Website shall be a condition of You being entitled to play any Poker Game in the shared poker room on the BoyleSports Poker Website. The Poker Room Terms form part of this Agreement.

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

2.3.1 The following are prohibited at all times. Any tool or service that plays without human intervention (effectively reduces the need for human decision-making) or offers advice on what action to take through reading of the current game state concurrent with play commonly known as a Bot, GTO and RTA (Real Time Assistance). Examples include but are not limited to Shanky Bot / Preflop Autofolder. The practice of compiling hands by observing games without playing, or using hands acquired through such methods commonly known as datamining. Examples include but are not limited to SmartHand / statname. Any tool or service that assists in game selection efficacy commonly known as seating scripts. Examples include but are not limited to Magic Seat / one007.

2.3.2 The following are prohibited while our software is running. Reference materials that provide advice beyond a basic level, as well as tools or services geared toward ease of referral to said materials. Examples include but are not limited to Equilab

/ AssassinatoHUD. Tools or services that compute advanced equity calculation. Examples include but are not limited to Piosolver / ICMIZER.

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

2.3.4 Online privacy is an important concern to everyone; iPoker will only monitor the active processes while the poker client is open. No information or data outside of the active processes is collected by iPoker, and only information of prohibited software processes will be retained. We do not see your internet browsing history, documents or other private files and information. We do not collect personal information, other than that provided by the player during account registration and routine security verifications. It is not possible for any member of iPoker's staff to read or copy private data from your machine.

2.4 We reserve the right to terminate Your Poker Game or deny You from accessing the shared poker room on the BoyleSports Poker Website should You fail to comply with any of terms and conditions of this Agreement, including the Game Rules or the Poker Room Terms. You understand that when playing in a poker room on the BoyleSports Poker Website to play a Poker Game and/or access BoyleSports Poker Services You may be interacting with players or users who are not third parties with whom/which We have any agreement and, accordingly, We are not responsible for any act or omission of any other person in a shared poker room on the BoyleSports Poker Website.

3. Shared Bingo Rooms

3.1 We participate in a shared bingo room network which enables You to play together with players from other bingo room websites all joining the same bingo game or progressive jackpot slot game through a shared bingo room platform managed by a third party provider which provides the bingo network services. BoyleSports Bingo offers a service which is part of the Virtue Fusion Network (VFN).

3.2 You agree that if You join a shared bingo room on the Website to play a game and/or access Services You will accept and comply with the general rules and guidelines of the shared bingo room. These can be found in the FAQ section of the bingo lobby. It is Your responsibility to read and understand the bingo general rules and guidelines. Your acceptance of and compliance with the bingo general rules and guidelines at the time that You join a shared bingo room on the Website shall be a condition of You being entitled to play any bingo game in the shared bingo room on the Website. The bingo room general rules and guidelines form part of this Agreement. It is Your responsibility to read and understand the rules of each game, including any terms and conditions attached to such use. You can access each Game Rules by clicking on '?' once a Game has loaded in the BoyleSports Bingo lobby and on "i" button from a standalone version of the game on the BoyleSports Bingo website.

3.3 We reserve the right to terminate Your Bingo Game or deny You from accessing the shared bingo room on the Website should You fail to comply with any of the terms and conditions of this Agreement, including the general rules and guidelines. You understand that when playing in a Bingo room on the Website to play a Bingo Game and/or access Services You may be interacting with players or users who are not third parties with whom/which We have any agreement and, accordingly, We are not responsible for any act or omission of any other person in a shared bingo room on the Website.

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

3.4.1 Complaints should be directed to the Help Desk who will be happy to help You resolve any issue experienced. If You have submitted a help request to the Help Desk and have not yet received a response, please allow staff adequate time to respond to Your ticket.

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

3.4.3 Soliciting other players for money is strictly prohibited. Our policy, outlined below, is for the protection of all players and to maintain an enjoyable environment in Our chat rooms.

3.4.4 Please do not discuss or announce Your account balance as this may cause other players to feel embarrassed or uneasy.

3.4.5 Do not solicit players for "gifts" or "loans" of money, for yourself or any other player.

3.4.6 Do not solicit winning players for funds.

3.4.7 Our Chat Managers (CMs) are there to help you: please respect them.

3.4.8 Player aliases must be in good taste and may not have the pre-fix of CM. We reserve the right to request that a player

change his/her alias, at Our discretion. Should a player refuse to change his/her alias within a 48 hour time period, he/she will be permanently blocked from the chat rooms.

3.4.9 Please respect fellow players: players should not harass, slander, libel, insult, abuse or threaten others.

3.4.10 All discussion of other bingo sites, advertising of other sites and/or recruitment for, or on behalf of other sites, is strictly prohibited.

3.4.11 We reserve the right to ban a player from chat, or suspend their chat facility for an unspecified period.

3.4.12 We have a "3 strikes and you're out" policy with respect to chat bans. If players have their chat banned a total of 3 times due to any type of behaviour deemed abusive or disruptive, the account will be subject to permanent closure, at Our discretion.

3.4.13 Players are not permitted to slander or libel the VFN or BoyleSports management, employees or affiliates.

4. Live Racing Footage and Race Data

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

4.2 You may view the Footage once on a personal computer screen for personal, private, domestic, non-commercial uses only in accordance with Clause F.4. UK Footage can only be viewed in England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. You agree and acknowledge that We or TBS may use geo-blocking technology to prevent access to any Footage from an IP address which We or TBS considers to be outside of any of these Territories for any reason. US Footage can be viewed worldwide except United States of America, Canada and countries from which We do not accept Bets or play. You agree and acknowledge that We or GWS may use geo-blocking technology to prevent access to any Footage from an IP address which We or GWS considers to be inside of any of these Territories for any reason or in any Territory where such view would either not be in compliance with applicable laws or would otherwise be unlawful.

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

4.4 You shall not:

4.4.1 Make the Footage or Race Data available to anyone else nor use or view the Footage or Race Data other than as expressly permitted by this Clause F.4;

4.4.2 Copy, distribute, relay, broadcast, or communicate the Footage or Race Data to any other person (including to the public) or otherwise exploit or deal with or make any Footage or Race Data available on the Website other than that permitted under this Clause F.4;

4.4.3 Include any portion of the Footage or Race Data in any equipment or item save as specifically permitted under Clause F.4 or develop any improvement or derivative works of any part or all of the Footage or Race Data;

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

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

4.4.6 Represent or claim that You own any part or all of the Footage or otherwise do anything that is inconsistent with our, TBS', Racing UK', Host Tracks’ and/or GWS’s rights in the Footage or Race Data;

4.4.7 Store or transmit any Footage or Race Data to any publication, User group, other website, electronic bulletin board, mailing list, server or other storage device in any form including Your mobile telephone;

4.4.8 Sell or commercially exploit any part or all of the Footage or Race Data in any way.

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

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

4.7 You agree and acknowledge that, as a condition of accessing the Footage and Race Data, You are required to be legally and contractually bound by this Agreement.

4.8 If We have reason to believe that there is likely to be a breach of Terms, security or misuse of Your account, BoyleSports may suspend or terminate Your Account and/or this Agreement with You without offering You any explanation. In any event, the decision of BoyleSports is final.

5. Video Streaming

5.1 You agree and acknowledge that live or recorded audio-visual coverage of racing from races run at UK and Irish racecourse by Attheraces Limited may be made available on the Website from time to time by Us ("Live Streaming"). You agree that We can notify Attheraces Limited in the event of any breach of Your obligations in relation to this Agreement, at Our discretion, including Your infringement of any IP Rights in the Live Streaming.

G. Use of the Website

1. Restriction on Right to Use

1.1 Subject to this Agreement, We grant to You a limited, personal, non-exclusive, non-transferable licence to use the software on the Website for the sole purpose of participating in the Games available on the Website and/or the Service.

1.2 You hereby acknowledge that all intellectual property rights, title and interest in and to the software, including any modification, enhancement, adaptations, translation and any other change of or addition to the software belong exclusively to the licensor, a third party software provider company, even if based on ideas, suggestions or proposals submitted by You or any other third party. The software and accompanying documentation which have been licensed to Us are proprietary products of the Software Provider and are protected throughout the world by copyright law. Your use of the software does not give You ownership of any intellectual property rights in the software. This Agreement applies only to the grant of the licence to use the software. It does not grant You any rights whatsoever with respect to the source code of the software.

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

1.4 You agree that You shall not (and You agree not to allow any third party to);

1.4.1 Adapt, translate, convert, decode, decompile, disassemble or reverse engineer any portion of the Website and/or Service;

1.4.2 Modify, create derivative works from, sub-licence, assign, rent, lease, loan, transfer or copy any software made available to You on the Website or make or distribute copies of the software;

1.4.3 Remove any copyright, trademark or other proprietary rights notices contained in or on the Website and/or Service, or in or on any Content or other material obtained via the Website and/or Service;

1.4.4 Use any robot, spider, Website search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Website and/or Service;

1.4.5 Access, retrieve or index any portion of the Website and/or Service for purposes of constructing or populating a database;

1.4.6 Reformat or frame any portion of the web pages that are part of the Website and/or Service;

1.4.7 Create User accounts by automated means or under false or fraudulent pretences or create multiple logins;

1.4.8 Create or transmit unwanted electronic communications such as "spam" to other users or members of the Website and/or Service or otherwise interfere with other users or members enjoyment of the Website and/or Service;

1.4.9 Transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature;

1.4.10 Use the Website and/or Service and/or to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including which is deemed threatening or obscene;

1.4.11 Copy or store any software, data or material available on the Website for other than Your own use;

1.4.12 Copy or translate any User documentation provided on the Website or to You in electronic format;

1.4.13 Use the Website and/or the Service in a manner that is illegal or that is reasonably likely to bring Us into disrepute or to cause Us or any of Our officers or senior employees to be charged with a criminal offence, including but not limited to dishonesty or fraud;

1.4.14 Use any device, software or routine that interferes with the proper working of the Website and/or Service, or otherwise attempt to interfere with the proper working of the Website and/or Service;

1.4.15 Take any action that imposes, or may impose in Our sole discretion, an unreasonable or disproportionately large load on Our IT infrastructure;

1.4.16 Use the Website and/or Service to breach any applicable law;

1.4.17 Collect or store personal data about other users in connection with the prohibited activities described in this paragraph;

1.4.18 Engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming via the Website;

1.4.19 Impersonate any person or entity;

1.4.20 Upload, post, email, transmit or otherwise make available using the Website any material that You do not have a right to make available under any law or contractual obligation which includes a breach of third party intellectual property rights;

1.4.21 Make any submissions which may reasonably be considered as defamatory, abusive, unlawful, offensive or of a racist, sexist or otherwise discriminatory nature or use any abusive or aggressive language or images, swear, threaten, harass or abuse any other users or third parties.

1.5 BoyleSports will seek criminal and contractual sanctions against any Customer involved in fraudulent, dishonest or criminal acts via or in connection with the Website and/or Service. BoyleSports will withhold payment to any Customer where any of these are suspected. The Customer shall indemnify and shall be liable to pay to BoyleSports, on demand, all Claims arising directly or indirectly from the customer’s fraudulent, dishonest or criminal act.

1.6 The software is provided "as is" without any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. BoyleSports hereby excludes all implied terms, conditions and warranties (including any of merchantability, satisfactory quality and fitness for any particular purpose). BoyleSports does not warrant that: (i) the software will meet Your requirements; (ii) the software will not infringe any third party’s intellectual property rights; (iii) the operation of the software will be error free or uninterrupted; (iv) any defects in the software will be corrected; or (v) the software or the servers are virus-free.

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

1.8 You hereby acknowledge that how You use the software is outside of BoyleSports’s control. Accordingly, You load and use the software at Your own risk. BoyleSports will not have any liability to You or to any third party in respect of Your receipt of and/or use of the software.

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

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

Your access to it.

2. Your equipment

2.1 Your computer equipment or mobile device and internet connection may affect the performance and/or operation of the Website and/or Service. BoyleSports does not guarantee that the Website will operate without faults or errors or that the BoyleSports Service will be provided without interruption. BoyleSports does not accept any liability for any failures or issues that arise due to Your equipment, internet connection or internet or telecommunication service provider (including, for example, if You are unable to place Bets or to view or receive certain information in relation to particular events).

2.2 For customers using mobile or downloadable applications for the placing of bets, please note that BoyleSports will not be responsible for any damage to, or loss of data from the mobile device that the software is installed on, and will also not be responsible for any call, data or other charges incurred whilst using the software.

3. Third Party Content

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

3.2 BoyleSports does not accept any liability in respect of any third party feeds, commentaries and content.

3.3 BoyleSports does not allow any employee, anyone else in any way connected to such employee or anyone otherwise connected to a third party service provider (to be determined in BoyleSports absolute discretion) to Bet on any market or event where the third party service provider is providing a service to BoyleSports. BoyleSports will void any Bet where it determines in its absolute discretion that such betting/wagering has taken place.

H. Our Liability

1. The information and material on the Website is provided “as is”, without any guarantees, conditions, warranties or other terms of any kind. The Website may contain typographical errors or other inaccuracies, or information that is out of date. BoyleSports is under no obligation to update such material. To the extent permitted by law, We expressly exclude:

1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

1.2 Any liability for any direct, indirect or consequential loss or damage incurred by You in connection with the Website, Services or Account or in connection with the use, inability to use, or results of the use of the Website, Services or Account, any websites linked to them and any materials posted on them, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of opportunity, loss of goodwill or reputation, wasted management or office time, any special, indirect or consequential losses and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

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

2.1 Strikes, lock-outs or other industrial action.

2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

2.5 Impossibility of the use of public or private telecommunications networks.

2.6 The acts, decrees, legislation, regulations or restrictions of any government.

3. Our performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable commercial endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under this Agreement may be performed despite the Force Majeure Event.

4. This does not affect Our liability for death or personal injury arising from Our negligence, or Our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

5. Under no circumstances will We be liable in any way for any Content, including, but not limited to, any errors or omissions in any

Content contained in the Website, Services or Account or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Website, Services or Account. Commentary and other materials posted on Our Website are not intended to amount to advice on which reliance should be placed by you; We disclaim all liability and responsibility arising from any reliance placed on such materials by you, or by anyone who You may inform of any of its Content. We aim to update Our Website regularly, and may change the Content at any time.

6. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful or that impairs computer programs or that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Website, Account or Services or to Your downloading of any material posted on the Website, or on any website linked to it.

7. We do not guarantee the security of the Website, Account or Services or any systems connected with the Website (including the internet and Your hardware and software), used in accessing the Services or any information passed through such systems. We do not guarantee access to the Website, Account or Services or any systems used in accessing Our Services will be continuous, uninterrupted or virus or error free.

8. We do not guarantee that the software used in accessing the Website or Services is of satisfactory quality or fit for any particular purpose, nor do We warrant that the software or systems used in accessing the Website or Software will not infringe the rights of any third party, including any intellectual property rights.

9. You agree that We are not responsible for how the Website, Account or Services is used by You and that such use is not within Our control. Any material downloaded or otherwise obtained through the use of the Website is done at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by You from Us or through or from the Website shall create any warranty not expressly stated in this Agreement.

9.1 BoyleSports does not warrant that: (a) the downloaded clients (software) will meet Your requirements; (b) the software will not infringe any third party's intellectual property rights; (c) the operation of the software will be error free or uninterrupted; (d) any defects in the software will be corrected; or (e) the software or the servers are virus-free.

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

10. You acknowledge that it is impossible to ensure that the operation of computer software is free of defects, functional failure and/or errors. If You become aware that the Software contains any error, is defective or is not functioning in accordance with its description then You shall promptly notify Us and shall provide Us with details of the issue with the Software that You have perceived. We can be contacted at Support or freephone ROI Customer Care on **1800 22 00 66**, UK **0800 22 00 66** or International **+35342 93 93 168**. You undertake to refrain from taking any advantage whatsoever of any defect, functional failure or error in the Software. We reserve the right to recover any advantage that You do gain from any defect, functional failure or error in the Software, whether or not You were aware of the advantage at the time of using the Software, as well as all associated costs, damages and expenses in making such recovery.

I. Third Parties Rights and Disputes

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

2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this agreement.

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

J. Indemnity

1. You agree to indemnify and hold us, Our holding company, subsidiaries, officers, directors, shareholders and employees, harmless, including costs and legal fees, from any claim or demand made by any third party due to or arising out of (i) Your access to the Website, (ii) Your use of the Services, (iii) the violation of this Agreement by you, or (iv) the infringement by you, or any third party using Your Account or User identification name or password, of any intellectual property rights or other right of any person or entity.

K. Our Intellectual Property Rights

1. We are the owner or the licensee of all intellectual property rights in Our Website, including the BoyleSports Services, BoyleSports Casino Services, BoyleSports Live Casino Services, the BoyleSports Poker Services, the BoyleSports Bingo Services and/or the BoyleSports Games Services. All such rights are reserved.

2. The Website, the BoyleSports Services, BoyleSports Casino Services, BoyleSports Live Casino Services, the BoyleSports Poker Services, the BoyleSports Games Services and/or the BoyleSports Bingo Services (including, but not limited to, text, photographs, graphics, video and audio content) are protected by copyright as collective works or compilations under the copyright laws of Ireland and other countries. You acknowledge that the Website, the BoyleSports Services, the BoyleSports Casino Services, BoyleSports Live Casino Services, the BoyleSports Poker Services, the BoyleSports Games Services, the BoyleSports Bingo Services and any underlying technology or software used in connection with them is owned by Us or Our licensors. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, and/or materials available on the Website, the BoyleSports Services, the BoyleSports Casino Services, BoyleSports Live Casino Services, the BoyleSports Poker Services, the BoyleSports Games Services and/or the BoyleSports Bingo Services in whole or in part except as expressly provided. Except as expressly and unambiguously provided in this Agreement, We and Our licensor(s) do not grant You any express or implied rights, and all rights in the Website, the BoyleSports Services, the BoyleSports Casino Services, BoyleSports Live Casino Services, the BoyleSports Poker Services, the BoyleSports Games Services, the BoyleSports Bingo Services not expressly granted by Us to You are retained by us.

3. We are the proprietor of the Community trademarks BOYLESPORTS.COM (004782447 & 002484392) BOYLECASINO.COM (004782025) BOYLEPOKER.COM (004781449) BOYLEGAMES.COM (004781712), and BOYLEBINGO.COM (004781985). All product names mentioned on Our Website are the trademarks of their respective owners, and other trademarks may be displayed on Our Website from time to time. Some material on Our Website may contain other information containing intellectual property of a third party. Nothing displayed on Our Websites should be construed as granting You any licence or right of use of any logo, information or trademark displayed on it, without the express written permission of the relevant owner, save as expressly provided in this Agreement.

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

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

6. If You print off, copy or download any part of the Website in breach of this Agreement, Your right to use Our Website will cease immediately and You must, at Our option, return or destroy any copies of the materials that You have made.

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

L. Linking to Our Website and from Our Website

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

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

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

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

M. Communication

1. In the course of providing You services and in respect of Your use of the Website, We may need to communicate with You via email or by the other details that You have submitted to us. You agree to receive emails which are specific to Your account and necessary for the normal functioning of the Website, including emails which help inform users about functionality of the Website. You agree that We may communicate with You regarding the Website and/or Service by any electronic means whatsoever, to Your telephone or mobile device.

2. All notices given by You to BoyleSports must be given to BoyleSports at either Customer Services Support or by post, in English, served by hand delivery, first class post, recorded delivery or registered post or airmail, to the following address:

BoyleSports.com
C/o BoyleSports Customer Services,

Finnabair Industrial Estate,
Dundalk,
Co Louth,
Republic of Ireland.

3. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time of delivery; (b) if sent by first class post, recorded delivery or registered post, at 09.30 (GMT) on the second clear day after the date of posting; (c) if sent by pre-paid registered airmail, at 09.30 (GMT) on the fifth clear day after the date of posting; (d) if sent by email, at the time of sending.

N. Jurisdiction and Applicable Law

1. The courts of Gibraltar will have exclusive jurisdiction over any claim arising from, or related to, a visit to or use of Our Website and/or Service although We retain the right to bring proceedings against You for breach of this Agreement in Your country of residence or any other relevant country. This Agreement is governed by the laws of Gibraltar. The rights and remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by law.

O. Severability

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

P. Interpretation

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

2. In the event that there is any conflict or inconsistency between the Terms and conditions of this Agreement with Us the order of precedence shall be as follows:

1. **1.** First, the Terms;
2. **2.** Second, the Privacy and Cookie Policy;
3. **3.** Third, the Rules;
4. **4.** Fourth, Offers/Bonus/Promotions Terms and Conditions;
5. **5.** Fifth, any other document referred to in them.

Q. Variations

1. We have the right to revise and amend these Terms from time to time for reasons including but not limited to (i) changes in market conditions affecting Our business; (ii) changes in technology; (iii) changes in payment methods; (iv) changes in relevant laws and regulatory requirements; and (v) changes in Our systems' capabilities.

2. We will make reasonable efforts to ensure that any significant changes to the Terms and Conditions will be notified to You by an appropriate method (for example, by email or via a pop up on the Website which will prompt You to reaccept the terms). However, it remains Your responsibility to check the Terms and Conditions from time to time to ensure that You agree with them, and Your

continued use of the Website will be deemed to be Your acceptance of any changes We may make.

R. Waiver

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

2. BoyleSports shall not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control including (without limitation) any telecommunications network failures, power failures, failures in third party computer hardware or software, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

3. You shall execute or cause to be executed all documents and do or cause to be done all further acts and things consistent with the terms of these Terms and Conditions that BoyleSports may from time to time reasonably require in order to vest in and secure to BoyleSports the full benefit of rights and benefits to be transferred or granted to BoyleSports under these Terms and Conditions and for the protection and enforcement of the same and otherwise to give full effect to the terms of these Terms and Conditions.

S. Assignment and Entire Agreement

1. We may assign or subcontract any or all of Our rights and obligations of Our Agreement with You to a third party at any time, at Our discretion. You may not, without Our prior written consent, assign or dispose of any of Your rights or obligations arising under this Agreement.

2. This Agreement contains the entire agreement and understanding between the parties relating to the Website and/or Service, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either You or us. In the event of any inconsistency between the Privacy Policy and these Terms then these Terms take priority.

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

T. Miscellaneous

1. Nothing in this agreement in relation to Our online services shall create or be deemed to create a partnership; joint venture or principal-agent relationship between the parties and neither party shall have authority to bind the other in any way unless expressly provided otherwise in this agreement in relation to Our online services.

U. Your Concerns and Complaints

1. Should You have any concern over a bet, a gaming transaction, a claim, a complaint or disputes please contact Our Customer Service department in the first instance, which will endeavour to settle Your query. Please contact BoyleSports Customer Services (Finnabair Industrial Park, Dundalk, Co. Louth) or email care@boylesports.com enclosing full details of Your query, or freephone ROI Customer Care on 1800 22 00 66, UK 0800 22 00 66 or International +35342 93 93 168. This will receive Our immediate attention.

2. If, having spoken to a member of the Customer Service department, Your query or complaint is not resolved, You can ask for the query/complaint to be escalated to a manager or supervisor. Our manager/supervisor will look into Your query/complaint in more detail and contact You back with an update within 48 hours. You will be given the name and status of the person to whom Your query/complaint has been sent to. Please note that any calls to Our Customer Service department or to Our managers/supervisors may be monitored or recorded for training and quality management purposes and to assist Us in quick and effective resolution of queries.

3. Any queries/complaints which have not been resolved to Your satisfaction by Us should be submitted to:

3.1 Non-UK Registered Customers:

escalate Your concerns in writing, prior to taking any other steps, to Independent Betting Adjudication Service (a UK adjudication service supported by SIS) ("IBAS"). We agree to be bound by any decision reached by the IBAS, so long as the full facts have been submitted by You and BoyleSports. Further information on how to register Your complaint can be found at www.ibas-uk.com IBAS provides a free-of-charge service and rules on complaints about betting and gaming transactions; but it does not deal with service related problems.

Alternatively, European customers can submit complaints through the Online dispute resolution (ODR) platform

http://ec.europa.eu/odr The platform will facilitate the resolution of the dispute, complaints submitted to the platform will be dealt with by approved alternative dispute resolution (ADR) providers.

Furthermore, You can escalate Your concerns to the Gibraltar Gambling Commissioner for his consideration. We fully co-operate with any investigations the Gibraltar Gambling commissioner may undertake and any rulings that they may choose to make will be fully adhered to. Further information on how to register Your complaint can be found at www.gibraltar.gov.gi/remotegambling

3.2 UK Registered Customers:

escalate Your concerns in writing, prior to taking any other steps, to Independent Betting Adjudication Service (a UK adjudication service supported by SIS) ("IBAS"). We agree to be bound by any decision reached by the IBAS, so long as the full facts have been submitted by You and BoyleSports. Further information on how to register Your complaint can be found at www.ibas-uk.com IBAS provides a free-of-charge service and rules on complaints about betting and gaming transactions; but it does not deal with service related problems.

Alternatively, You can submit Your complaint through the Online dispute resolution (ODR) platform http://ec.europa.eu/odr The platform will facilitate the resolution of the dispute, complaints submitted to the platform will be dealt with by approved alternative dispute resolution (ADR) providers.

Furthermore, You can escalate Your concerns to the UK Gambling Supervision Commission which will deal with relevant enquiries. Further information on how to register Your complaint can be found at www.gamblingcommission.gov.uk

Thank you for visiting our Website!

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