

Terms of Use

Ownership

Welcome to the eBET website which is owned and operated by eBET Gaming Systems Pty Ltd (**eBET**).

Access and use

These are the general Terms of Use for the website, the homepage of which is located at www.ebetgroup.com.au and all sites within that network from time to time (**the Website**).

When using the Website you must comply with these Terms of Use, any agreement between you and eBET and any notices and disclaimers elsewhere on the Website (known collectively as **Terms of Use**).

Subject to compliance with any applicable laws or regulatory requirements, eBET may change the Terms of Use at any time so please read these each time you use the Website to ensure that you are kept up to date. eBET will provide you with notification on the Website where eBET reasonably believes that any variation to these Terms of Use will cause material detriment to you. If you do not agree with them, you should leave the Website immediately. By continuing to use the Website, you accept the current Terms of Use.

Intellectual property rights

The intellectual property rights (including copyright) in all information, text, material, graphics, fonts, icons, code (including HTML), audio, video, photographs, software and advertisements on the Website (**Content**) are owned by or licensed to eBET. The Content is protected by Australian and international intellectual property laws.

You must not modify, copy, reproduce, sell, frame, scrape, upload to a third party, create derivative works from, post, transmit or distribute the Content in any way except as expressly provided for on the Website or expressly authorised in writing by eBET. You may not use a trade mark displayed on the Website without eBET or the relevant owner's written permission.

Further, you must not make use of any "Meta tags" or other "hidden text" that uses eBET's name or trade mark or product name without eBET's written consent.

eBET grants you a limited, personal, non-exclusive, revocable license to use and access the Content solely for the benefit and use of your business that is an eBET customer, on the following terms:

1. you must not remove any eBET copyright or other proprietary notice;
2. you must acknowledge that any Content is reproduced with the permission of "eBET"
3. and identify the full name of the document (i.e. 'title of document' © eBET. Reproduced with permission.');
4. you must not alter or modify any Content in any way whatsoever without eBET's prior written permission;
5. you must not, in relation to any Content:
 - a. use it in a way that suggests that you are affiliated with, or endorsed by, eBET; and
 - b. distribute it in any way to third parties without eBET's prior written permission.

Use of Content other than directly in relation to the operation of an eBET customer's gaming business of any kind is expressly prohibited without prior written permission from eBET.

Conduct

The Website and all of its content is provided solely for eBET customers to benefit their gaming business, unless eBET expressly agrees with you otherwise in writing.

In using the Website and any of the services provided by eBET, you must not:

- disrupt the operation or security of the Website or those services or any accounts, servers, or networks connected or accessible through the Website;
- use the Website or those services in a way that may harass, annoy or disrupt any third person, including a third person who may receive messages as a result of your use of the Website or those services;
- submit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind including without limitation any material constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- submit any material of any kind which violates or infringes the rights of any other person, including material which is an invasion of any privacy rights, which is protected by copyright, trade mark or any other proprietary right without first obtaining the permission of the owner or relevant right holder;
- submit any material of any kind which contains a virus or other harmful component;
- delete any author attribution's, legal notices, or proprietary designations or labels in any material that is submitted;
- modify or delete any content on the Website or add any content to the Website; or
- attempt to gain unauthorised access to any part of the Website or those services.

eBET reserves the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law.

Services and accuracy of information

eBET does not warrant that the material or functions contained in the Website or your access to them will be uninterrupted, error-free or free of viruses or any other harmful components.

eBET does not warrant or make any representation regarding accessibility, correctness, accuracy, timeliness, completeness, reliability or otherwise in respect of the Website or materials or functions contained on the Website.

You expressly acknowledge and agree that eBET does not control users of the Website and is not liable for their behaviour including any information, defamatory statements or offensive conduct.

Delays and viruses

eBET will not be liable for damage or loss resulting from any delay in operation or transmission, virus, harmful component, communications failure, internet access difficulties or malfunction in equipment or software, howsoever caused.

If website is unavailable

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use this Service or the Service is unavailable.

We undertake to make all reasonable efforts to ensure that the Service you use is available to you during the hours specified by us from time to time but we are not liable to you for or in connection with:

- failure of a Service to perform in whole or in part, any function which we have specified it will perform;
- the unavailability of a Service to you in whole or in part because of the failure of the communication network, ancillary equipment or any circumstance beyond our reasonable control; or
- delays or errors in the execution of any transaction or instruction because of the communication network, ancillary equipment or any circumstance beyond our reasonable control.

Linked sites and advertising

You may be able to access third party websites from this Website. eBET does not make any representations in relation to the content, quality, or reliability of these websites, and eBET's inclusion of a link to them does not imply that eBET has any relationship or affiliation with them. eBET is not responsible for the content or practices of third party websites that may be linked to the Website.

The Website may also be linked to other websites operated by companies affiliated or connected with eBET. When visiting other websites, you must refer to each such website's individual terms and conditions of use.

eBET takes no responsibility for third party advertisements which are posted on the Website, nor does it take any responsibility for the goods or services provided by advertisers.

Limitation of liability

Neither the Website nor the Content constitutes advice of any kind and any information supplied is generic. The Content is not directive and does not replace the services of eBET or any regulatory authority.

Subject to the following paragraph, under no circumstances will eBET or any related corporation or their respective directors or employees be liable to you for any losses, damages, liabilities, claims or expenses (including legal costs) whether direct, indirect, or consequential howsoever caused (including, without limitation, negligence) suffered or incurred by you arising out of:

- use of, or any inability to use the Website or any third party website;
- the Content of this Website or any third party website; or
- any services offered or made available to you by eBET through the Website.

If the consumer guarantees set out in Division 1 of Part 3 2 of the Australian Consumer Law (as defined in the Competition and Consumer Act 2010 (Cth) (**Australian Consumer Law**) or any other legislation implies a condition or warranty into these Terms of Use in respect of goods or services supplied by eBET, and eBET's liability for breach of that condition or warranty may not be excluded but may be limited, the previous paragraph does not apply to that liability and instead eBET's liability for any breach of that condition or warranty is limited to in the case of a supply of goods, eBET doing any one or more of the following (at eBET's election):

- replacing the goods or supplying equivalent goods;

- repairing the goods;
- paying the cost of replacing the goods or of acquiring equivalent goods;
- paying the cost of having the goods repaired,

and, in the case of a supply of services, eBET doing either or both of the following (at eBET's election):

- supplying the services again;
- paying the cost of having the services supplied again.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the Australian Consumer Law or any other legislation which may not be excluded, restricted or modified by agreement.

Linking to this website

You must not create a hyperlink to any page within the Website unless eBET gives you prior written permission.

Termination

eBET reserves the right to immediately terminate this agreement or your use of, or access to, the Website at any time if eBET decides at its sole discretion that you have breached the Terms of Use or any relevant law, rule or regulation or you have engaged in conduct that eBET considers to be inappropriate or unacceptable. All restrictions imposed on you, licenses granted by you and all eBET disclaimers, limitations of liability and indemnities set out in the Terms of Use will survive any termination.

Indemnity

eBET relies on your continued observance of these Terms of Use. If eBET suffers any loss or damage or incurs any costs in connection with any breach of these Terms of Use or any other legal obligation then you agree to indemnify eBET for those losses, damages and costs.

Miscellaneous

These Terms of Use apply to the full extent possible in relation to the supply by eBET of any content or services for a wireless application protocol service (**WAP service**), a short messaging service for mobile phone users (**SMS service**) and personal digital assistant service ("**PDA service**").

These Terms of Use will be governed by and construed in accordance with the laws of Victoria, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms which will continue in full force and effect.

Privacy

Please review our [Privacy Policy](#), which also governs your visit to the website.

eBET has granted you access to the Website and in doing so has issued you with a password that permits you to access various parts of the Website as a eBET customer. You must protect the security of your password and ensure that it is not easy for others to guess. You must also protect the security of your email account used to register, as eBET may send password reminders to that

account where eBET has been requested to do so via the Website. You are solely responsible for any use of the Website through such access, whether authorised or not.

To the extent of any inconsistency between these Terms of Use and any other specific terms, the specific terms shall prevail over these Terms of Use to the extent of the inconsistency.

All rights not expressly granted herein are reserved.