

Clubwin Limited

Company Number: 12489424

Terms of Service for Individuals

1

General

1.1

www.clubwin.co.uk is operated by Clubwin Limited ("CL").

1.2

This document (together with the documents referred to in it) tells You the terms of service ("Terms") which apply to CL's website www.clubwin.co.uk ("Website"), which provides a website creation service ("Service"). The Terms apply whether You are a guest or a registered user. By using CL's Website, You indicate that You accept these Terms and that You agree to abide by them. If You do not agree to these terms of use, please refrain from using the Website. CL reserves the right to update and change the Terms from time to time without notice or acceptance by You, please check the terms each time you visit our site.

2

Description of service

2.1

The Service is web-based and allows users that register for an account to use the Service (each an "Account Holder") to create and update an online profile on the Website. Once registered with the Service, each Account Holder receives his or her own profile on which to post Content (as defined in clause 8.1). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new CL tools and resources, will be subject to these Terms.

2.2

In order to use the Service, You must arrange for access to the Internet and provide all equipment necessary to make such connection. CL's Service may include certain communications from CL, such as service announcements, administrative messages and the CL newsletter, which are considered part of CL membership, although You will be able to opt out of receiving them. You agree not to access the Service by any means other than through the interfaces that are provided by CL for use in accessing the Service.

3

Registration

3.1

All Customers must be 18 years of age or older in order to register and participate in any content, including opening a betting account with our betting partner.

3.2

In order to use the Service, You must have a valid CL ID. To be an Account Holder with Your own website, You must provide CL with a valid email address and other information (“**Registration Data**”). As an Account Holder, You will choose a password and account designation for Your website during the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under Your password or account.

3.3

You agree to immediately notify CL in writing of any unauthorised use of Your password or account or any other breach of security and You must ensure that You exit from Your account at the end of each session. CL will not be liable for any loss or damage arising from Your failure to comply with this clause 3.3.

3.4

You agree to provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and You must maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or CL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CL has the right to suspend or terminate Your account and refuse any and all current or future use of the Service (or any part thereof).

4

Betting/Gaming Partner

4.1 Our betting partner is Unibet who are licensed by the Gambling Commission to provide fixed odds betting (Licence number 000-045322-R-324275-001).

4.2 If you or any member of your club already hold an account with Unibet, your account will not be transferrable to our service.

4.3 CL is not responsible for any betting, poker, casino, or any other type of gaming transactions that you may carry out with our betting partner whom you registered with through us.

4.4 CL is not responsible for your personal data held by our betting partner.

4.5 CL cannot guarantee you that our betting partner accepts your registration application or opens an account for you, all such decisions lay solely with the betting partner, and Clubwin is neither responsible for nor a party to any contract made between you and our betting partner.

4.6 Upon acceptance of an account from our betting partner, you will be subject to our betting partners Terms & Conditions, Betting Rules, Privacy Policy, Security Information, Cookie Policy, and Responsible Gaming advice.

Cancellation and termination

5.1

If You cancel the Service, Your cancellation will take effect immediately. After cancellation, You will no longer have access to Your profile and all information contained therein may be deleted. CL accepts no liability for such deleted information or content.

5.2

CL may, in CL's sole discretion, terminate Your password, and/or account, and remove and discard any Content within the Service (including, but not limited to Your website if You are an Account Holder), for any reason, including and without limitation, the lack of use, or if CL believe that You have violated or acted inconsistently the Terms. Any contracts, verbal or written, in conjunction with Your deleted website, will, at CL's discretion, be terminated as well. CL may also, in CL's sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice.

5.3

You agree that any termination of your access to the Service under these Terms may be affected without prior notice, and You acknowledge that CL may immediately deactivate or delete Your website and all related information and files. CL reserves the right to bar any further access to such files or the Service. CL will not be liable to You or any third-party for any termination of Your access to the Service.

6

Data and privacy

6.1

For the purposes of data protection legislation, the data controller for your information is Unibet. The data processor for your information is Clubwin.co.uk Limited.

6.2

For a more detailed explanation of how Your personal data is used, including disclosure to third parties, how CL maintain security of Your data and Your rights in relation to the data CL hold about You, please see CL's [privacy policy](#).

7

Ownership of website account and security

7.1

You are responsible for maintaining the security of Your account and profile, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the website. You agree to notify CL immediately in writing of any unauthorised use of the account or any other breaches of security. CL will not be liable for any loss or damage from Your failure to comply with this clause 7. Under no circumstances will CL be liable, in any way, for any acts or omissions by an Account Holder or a Guest.

Content and content rules and obligations

8.1

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials (“**Content**”) are the sole responsibility of the person from which such Content originated. You are entirely responsible for all Content that You upload, post, transmit or otherwise make available via the Service. CL does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

8.2

You understand that by using the Service, You may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will CL be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service.

8.3

CL does not pre-screen Content, but CL and CL’s designees will have the right (but not the obligation) in CL’s sole discretion to refuse, move or delete any Content that is available via the Service. You agree that You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge that You may not rely on any Content created or submitted by CL.

8.4

CL may preserve Content and may also disclose Content if required to do so by law or if CL believes, in the good faith, that such preservation or disclosure is reasonably necessary to:

8.4.1

comply with legal process;

8.4.2

enforce these Terms;

8.4.3

respond to claims that any Content violates the rights of third-parties; or

8.4.4

protect the rights, property, or personal safety of CL, its users and the public.

8.5

You understand that the technical processing and transmission of the Service, including Your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

8.6

Should Content be found or reported to be in violation with, but not limited to, the following terms, it will be in CL's sole discretion as to what action should be taken.

8.7

You agree that You will not:

8.7.1

upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy (including the disclosing of any address, email, phone number, or any other contact information without the written consent of the person to which such information relates), hateful, or racially, ethnically or otherwise objectionable;

8.7.2

impersonate any person or entity, including, but not limited to, an CL official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity;

8.7.3

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

8.7.4

upload, post or otherwise transmit any Content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)

8.7.5

upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

8.7.6

upload any Content unless You have the right to grant a licence in accordance with clause 11.2;

8.7.7

upload, post, or transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from You or with a fake return address, (b)

promoting a site with inappropriate links, titles, descriptions, or (c) promoting Your site by posting multiple submissions in public forums that are identical;

8.7.8

upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and

8.7.9

interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

9

Viruses, hacking and other offences

9.1

You must not misuse CL's Site by knowingly introducing viruses, Trojans, Worms, Logic Bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to CL's Site, the server on which CL's Site is stored or any server, computer or database connected to CL's Site. You must not attack CL's Site via a denial-of-service attack or a distributed denial-of service attack.

9.2

By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. CL will report any such breach to the relevant law enforcement authorities and CL will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use CL's Site will cease immediately.

9.3

CL will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of CL's Site or to Your downloading of any material posted on it, or on any website linked to it.

10

Additional software

10.1

If You elect to download or access any or third party Content or additional software that may be made available by CL in connection with the Service, You understand that You may have to agree to additional terms and conditions before You use such software or third party Content.

10.2

You also agree that the use of any third party software or Content obtained through the Service does not transfer to You any rights, title or interest in or to the software or such Content, and that You will not use any Content made available to You through the software or the Service except as expressly authorised under that third party provider's terms of service or licence. For greater certainty, by downloading software or Content made available through the Service, You are deemed to agree to the terms of service or licence agreement posted on the Service, the terms of which are incorporated by reference herein for the benefit of such third party providers. If You do not agree to the terms of service or licence agreement, do not download the software or Content.

11

Intellectual property rights

11.1

CL is the owner or the licensee of all intellectual property rights in the Service, Website, and in the material published on it and any necessary software used in connection with the Service ("**Software**"). These works are protected by copyright laws and treaties around the world. All such rights are reserved. Except as expressly authorised by CL or advertisers, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

11.2

Subject to clause 6.3, CL does not claim ownership of the Content You place on Your website. By submitting Content to CL for inclusion on Your website, You grant CL a world-wide, royalty-free and non-exclusive perpetual licence to reproduce, modify, adapt, distribute, sub-licence and publish the Content.

12

Third parties and advertisers

12.1

The Service may include advertisements, which are necessary for CL to provide the Service. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. CL will not be liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

12.2

The Service may provide, or third parties may provide, links to other websites or resources. CL has no control over such websites and resources and CL is not responsible for the availability of such external sites or resources.

12.3

CL does not endorse and are not liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CL will not be

responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such website or resource.

13

Indemnity

13.1

You agree to indemnify CL, and CL's subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Your Content, Your use of the Service, Your guests activities, Your connection to the Service, Your violation of these Terms, whether You are a registered user or not. You are solely responsible for Your actions when using the Service, including, but not limited to, costs incurred for Internet access.

13.2

Nothing on this Website constitutes advice, nor does the transmission, downloading or sending of any information or the Material create any contractual relationship.

14

Resale of service

14.1

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of CL.

15

General practices regarding use and storage

15.1

You acknowledge that CL may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time without notice to You.

16

Disclaimer

16.1

You expressly understand and agree that CL's use of the Service is at Your sole risk. The Service is provided on an "as is" and "as available" basis. CL expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

16.2

CL will make reasonable efforts to maintain the Service, however, CL is not responsible for any damage, loss of data, customer information or vendor data, revenue, or other harm to business arising out of delays, mis-delivery or non-delivery of information, restriction or loss of access, bugs or other errors, unauthorised use due to Your sharing of access to the service, or other interaction with the service. You are responsible for maintaining and backing-up Your data and information that may reside on the service.

16.3

CL does not warrant that:

16.3.1

the Service will meet Your specific requirements;

16.3.2

the Service will be uninterrupted, timely, secure, or error-free;

16.3.3

the results that may be obtained from the use of the Service will be accurate or reliable;

16.3.4

the quality of any products, services, information, or other material purchased or obtained by You through the service will meet Your expectations; and

16.3.5

any errors in the software will be corrected.

16.4

Any material downloaded or otherwise obtained through the use of the Service 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.

16.5

No advice or information, whether oral or written, obtained through or from the Service will create any warranty not expressly stated in these Terms.

17

Limitation of liability

17.1

To the extent permitted by law, CL, other members of CL's group of companies and third parties connected to CL hereby expressly exclude:

17.1.1

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

17.1.2

any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with CL's Website or in connection with the use, inability to use, or results of the use of CL's Website, any websites linked to it and any materials posted on it, including:

17.1.2.1

loss of income or revenue;

17.1.2.2

loss of business;

17.1.2.3

loss of profits or contracts;

17.1.2.4

loss of anticipated savings;

17.1.2.5

loss of data;

17.1.2.6

loss of goodwill; and

17.1.2.7

wasted management or office time, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition will not prevent claims for loss of or damage to Your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

17.1.3

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

18

General

18.1

Failure by CL to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

18.2

These Terms constitute the entire agreement between You and CL and govern Your use of the Service, superseding any prior agreements.

18.3

If a court says that part of this agreement is not enforceable in law the rest of the agreement will still be enforceable.

18.4

The Courts of England and Wales will have exclusive jurisdiction over this agreement.

18.5

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.

18.6

Clubwin is a trading name of Clubwin Limited, which is registered in England and Wales, registered number 12489424 and whose registered office is 1 CHARTERHOUSE MEWS, LONDON, EC1M 6BB.

19

Contact CL

19.1

If You have any questions, comments or concerns regarding these Terms please contact CL at enquiries@clubwin.co.uk or write to CL at: Clubwin Limited, 2nd Floor, Quadrant House, Croydon Road, Caterham, Surrey, CR3 6PB

19.2

Please report any violations of these Terms to enquiries@clubwin.co.uk