

 **SPORTING**INDEX | Website Access Terms and Conditions

Website Access Terms and Conditions

Last updated on 01 January 2012

These terms and conditions (the "Terms") are the terms on which this website www.sportingindex.com (the "Website"), including all services, functionality, data and software made available via the Website (the "Services") is made available to you ("You"/"Your"). Read these Terms carefully before using the Website. By accessing the Website You agree to be bound by these Terms, whether or not You register through the Website, log into your account or place a bet.

Certain Services which we make available to You on or via the Website are subject to additional terms and conditions which will be notified to You when You access the relevant parts of the Website and will be incorporated into the Terms once accepted by You. The terms and conditions for specific Services (including without limitation the [Account Operating Rules](#) shall prevail in the event of any conflict between such terms and conditions and the Terms.

If you do not agree to abide by these Terms, do not use or access the Website or any Services we make available on or via the Website.

1. Information About Us

1.1 We are Sporting Index Limited ("SPIN") a company registered in England and Wales under registration

number 02636842 and our registered address is Brookfield House, Green Lane, Ivinghoe, Leighton Buzzard, Bedfordshire, LU7 9ES. ("We"/ Us"/"Our").

1.2 We are regulated in the UK by the Financial Services Authority under registration number 150404 in respect of sports spread betting, and are licensed and regulated by the Gambling Commission (licence number: 000-027343-R-308898-001) in respect of sports fixed odds betting.

1.3 If You have any questions, complaints or comments relating to the Services or this Website then You may contact Us on enquiries@sportingindex.com, Our telephone number is 08000 969607.

1.4 Our VAT number is 911168252.

1.5 We subscribe to conditions and codes of conduct as set down by the Gambling Commission: which may be accessed at www.gamblingcommission.gov.uk.

2. SPIN Services and Prices

2.1 SPIN provides a sports and virtual games spread betting service through this Website, via tele-betting, web-page mobile technology and various other forms of electronic communication methods which utilises unique and specialist pricing data generated by Our analysts.

2.2 The technologies through which we provide our Services and allow You

to access our Services may vary due to the advancement of new technologies. Unless explicitly stated otherwise, any new features of the Service or methods through which You access the Service will be subject to these Terms.

3. Access

3.1 By using the Website you confirm that:

- You are at least 18 years of age or are above the legal age for gambling and/or spread betting under the applicable law or jurisdiction of the country where you present or are a resident;
- You are not a resident of, and are not attempting to access the Website from within, a country where gambling and/or spread betting is prohibited. The Website and/or the Services do not constitute an offer, solicitation or invitation by Us for the use of or subscription to gambling, spread betting or other services in any jurisdiction in which such activities are prohibited by law (including without limitation, the USA, the Netherlands, Australia, Turkey, Germany, Norway, Portugal, Hong Kong, France, Israel and China). If you access the Website from outside of the United Kingdom, you do so at your own risk; and
- All information and details provided by You to Us are true, accurate and will be kept up to date.

4. Intellectual Property Rights

4.1 You acknowledge and agree that all intellectual property rights (including without limitation, database rights, copyright, trademarks and any and all other intellectual property rights) in all material or content supplied or made available by Us via the Website or otherwise to You (including without limitation, all and any pricing data, logos, graphics, photographs, animations, videos, underlying source code, software and text) shall remain at all times vested in Us or Our licensors. You are permitted to use this material only as expressly authorised by Us or Our licensors.

4.2 You acknowledge and agree that the material and content contained within the Website and utilised in the provision of the Services is made available by Us to You for your own personal non-commercial use only. Any other use of such material and content is strictly prohibited. Except as strictly required for Your own personal non-commercial use, You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with or create derivative works of such material and content.

4.3 The names, images and logos identifying Us, other companies in the Sporting Index Group, Our partners or other third parties and Our/their products and services contained on the Website are proprietary marks and may not be reproduced or otherwise used

without express permission.

4.4 If You submit any information, text, photos, graphics or other content to Us via the Website, You grant Us a right to use such materials at Our own discretion including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Website.

5. Links To and From Other Websites

We may provide links to other websites from time to time (via advertising, for information purposes or otherwise).

These links are provided for Your ease of reference and convenience only.

We do not control such third party websites and are not responsible for their contents. Our inclusion of links does not imply any endorsement of the material contained in such websites or any association with their operators. You acknowledge that We will not be party to any transaction or contract with a third party that You may enter into and We shall not be liable to You in respect of any loss or damage which You may suffer by using those websites. You agree that You will not involve Us in any dispute between You and the third party. You access these links at your own risk and You may not link to this Website nor frame it without our express prior written permission.

6. Your Promises to Us

You promise that in using the Website/ Services, You will not:

6.1.1 breach the provisions of Clause 3 or 4 of these Terms;

6.1.2 use the Website/Services for any unlawful purpose or in any way that may lead to the encouragement, procurement or carrying out of any criminal activity;

6.1.3 use the Services in any way that interrupts, damages, impairs or renders the Website/Service less efficient;

6.1.4 knowingly or negligently introduce viruses, Trojans, worms, logic bombs or other harmful material onto the Website or Our servers;

6.1.5 access or attempt to access the accounts of other users;

6.1.6 penetrate or attempt to penetrate the Website security measures, the servers on which the Website are stored or any server, computer or database connected with the Website;

6.1.7 attack the Website via a denial-of-service attack or a distributed denial-of service attack; or

6.1.8 use the Website/Services for any purpose other than Your own personal use.

6.2 We reserve the right to suspend, restrict or terminate Your access to the Website/Service at any time without notice at Our discretion if We have reasonable grounds to believe You have breached any of the restrictions above. This shall not limit Our right to take any other action against You that We consider appropriate to defend Our

rights or those of any other person.

6.3 You agree to compensate Us in connection with any claim or damages (including any legal fees in relation to such claim or damages) made by a third party in respect of any matter in relation to or arising from Your use of the Website including any breach or suspected breach of these Terms or Your violation of any law or the rights of a third party.

7. Our Legal Obligations and Limits On Liability

7.1 Nothing in these Terms and Conditions shall exclude or limit Our liability for fraudulent misrepresentation or for death or personal injury resulting from Our negligence or the negligence by Us, Our employees or agents.

7.2 We do not accept any liability for damage to Your computer system, computer programs or loss of data that results from Your use of the Website, a distributed denial-of service attack, viruses or other technologically harmful material. We cannot guarantee that any files that You download or any website linked to this Website are free from viruses, contamination or destructive features.

7.3 Whilst We use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to Our attention, We do not warrant that the information on the Website itself will be free from errors or omissions. That said,

for the most up to date pricing data, you must log into your account. All prices listed when not logged in are delayed to prevent the illegal use of our data and to combat data scraping.

7.4 We do not warrant that the Website will be available uninterrupted and in a fully operating condition at all times as We regretfully cannot be held responsible for computer malfunctions, failure of telecommunications services or internet connections.

7.5 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond Our control.

7.6 All content and services on the Website are provided on an 'as is' and 'as available' basis. We do not make any representation or give any warranty (whether express or implied) in respect of the Website or its content, including, without limitation, any advice given (on a personal or general basis) and statements made by advertisers on or via the Website. Any decisions or action taken by You on the basis of information provided on or via the website are at Your sole discretion and risk and You should obtain individual professional advice where necessary. Nothing in this clause 7 shall restrict Your statutory rights (including Your rights to receive a reasonable standard of service).

7.7 We do not accept liability for any breach of these Terms by Us if such

a breach is due to circumstances beyond Our reasonable control including, without limitation, industrial disputes, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law or governmental order or regulation coming into force after the date of these Terms, failure of technical facilities including without limitation internet failures, computer equipment failures, telecommunication equipment failures, or electrical power failures.

8. Security and Privacy

You must read Our [Privacy Policy](#) which contains important information about the use of Your personal data and other information regarding Your privacy and Our security processes and policies.

9. Changes to These Terms And Conditions

We reserve the right, at our sole discretion, to change, modify, add or delete any part of these Terms at any time without further notice to you. We will post any changes to the Terms on the Website and we will also indicate at the top of this page the date that these terms were last revised. Your continued use of any products, services or the Website after any such changes constitutes your acceptance of the new Terms. It is your responsibility to regularly check the Website to determine if there have been changes to these Terms and to review such changes.

10. Severance

If any provision of these Terms is found by a court or a regulator to be invalid, unlawful or unenforceable such term, condition or provision will to that extent be severed from the remaining Terms and the other provisions shall continue to apply.

11. Assignment

You shall not assign, transfer, charge in any of your rights and/or obligations under these Terms. We are entitled to assign, transfer, and charge our rights under these Terms.

12. Third Party Rights

Unless expressly stated, nothing in these Terms shall create or confer any rights or any other benefits to third parties pursuant to the Contracts (Rights of Third Parties) Act 1999. This does not affect Our right to transfer this Agreement.

13. Governing Law and Jurisdiction

In the event of any dispute between You and Us concerning these Terms, the laws of England and Wales will apply. If You wish to take court proceedings against Us You must do so within England and Wales.