

General Terms and Condition

THESE TERMS CONTAIN IMPORTANT INFORMATION WHICH IS LEGALLY BINDING. – PLEASE READ THEM CAREFULLY.

1. Introduction

1.1. These terms, together with our Acceptable Use Policy and Privacy Policy (which are each hereby incorporated by reference) (together, “Terms”) govern all use of the service platform (“Platform” or “Service”) provided by Mercurius BI Ltd (“Mercurius” or “MBI” “we”, “us” and/or “our”) via the website at www.mercurius.io (“Website”) or through parts of the site with restricted access or other IT applications connected to the website.

1.2. By using the Platform, and the software comprised in the Platform (“Software”) you represent that you have read, understood and agree to be bound by these Terms.

2. Nature of the platform

2.1. The Platform gives you, the authorised user, (“you”) access on an aggregated basis to those accounts which you have with certain third-party betting operators. (“Bookmakers” or “Betting Exchanges”). In particular, you agree to provide us full authority on your Betfair account so that we can place automated bets via the Betfair API on your Betfair account and access your Betfair account history in order to report on the bets placed by Mercurius. You therefore agree that you are fully responsible and liable for the management and maintenance of all such betting accounts held by you, for the checking and verification of all betting transactions (“Bets”) into which you enter with those betting operators, including their status and accuracy, and for all aspects of betting selection, even if they are proposed by MBI’s automated systems. You agree that we have no responsibility or liability in any of these respects and that we shall provide you with no advice, recommendation or other guidance relating to betting accounts management or otherwise.

2.2. All Bets are between you and the Bookmakers only or between you and other Bettors in Betting Exchange, Mercurius Sports Trading Intelligence is not, and will not, under any circumstances be a party to those Bets. Mercurius Sports Trading Intelligence does not act as, or hold itself out as, a bookmaker, betting operator, betting intermediary or bet broker.

2.3. It is your responsibility to open an account with the relevant bookmakers or Betting Exchanges services and to establish their identity, suitability and creditworthiness. Automatic access to your accounts with the Bookmakers or Betting Exchanges services via the Platform authorized by you does not indicate any recommendation, endorsement or approval by Mercurius.

2.4 Mercurius does not promote illegal gambling and does not encourage the gambling of people residing in jurisdictions where gambling is considered illegal. The information provided is for the sole purpose of information and evaluation and the Service

provided are for the sole purpose of facilitating the relationship with bookmakers and betting exchanges. By signing up to Mercurius applications or by using each part of the Platform you agree to be aware of these terms, you affirm to be in a jurisdiction where gambling is not illegal and to use the information provided solely for legal purposes in that jurisdiction.

2.5. Mercurius may indicate several bookmakers or betting services; you are solely responsible for verifying the rules on gambling with cash prizes in the jurisdiction from which they operate and the availability of betting licenses by each bookmaker or betting service you will choose to use in respect of that jurisdiction, before making any money bet. Mercurius is not in a position to determine the legality of individual bookmakers’ offerings in any jurisdiction and cannot provide any legal advice regarding such circumstances.

2.6 Mercurius assumes no responsibility for any losses that may be suffered by a user using the information, strategies, suggestions and services contained, published or available on the Platform. Users use all information provided within Mercurius applications at their discretion and their own risk.

2.7 As in any skill game, there is the risk of losing money in the wagering activity. It is understood that past performances can in no way be considered a guarantee of future ones. It is also understood that Mercurius will not, in any case, be held liable for the Advice provided or any other information or content published on Mercurius Platform. Finally, you must be aware that gambling can lead to the risk of psychological dependence.

3. Account information

3.1. You represent and undertake that:

- Your use of the Platform will not breach any law, regulation, code of conduct, code of practice or any obligation to any third party;
- if you are an individual, you represent and confirm that you are at least 18 years of age, you are of sound mind and fully capable of entering into binding legal agreements.

3.2. We are under no obligation to permit any entity or person to use the Platform and we reserve the right to refuse anyone permission to use the Platform in our absolute discretion.

3.3. You will keep all Mercurius account information, including user name(s) and passwords(s), secure and strictly confidential. You agree to notify us immediately if you become aware of any unauthorized use of the Platform.

4. Use of the platform

4.1. You undertake to use the Platform for legitimate betting purposes only and strictly in accordance with these Terms. You may not use the Platform if use would be illegal in the jurisdiction in which you are located.

4.2. You are fully responsible and liable for all Bets and for all related profits, losses and other liabilities, including (without limitation) choice of Bets, accuracy, amounts staked and setting

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and/or compliance with applicable betting limits, even if Bets are proposed by MBI's automated systems. You understand and accept that you may lose money on Bets and that you bear full responsibility for all and any losses. Mercurius will under no circumstances be liable for such losses.

4.3. You are responsible for understanding the content and operation of the Platform, including the functionality of the Software.

4.4. You agree that you will:

- a. provide us with all co-operation and assistance required in relation to the provision of the Platform and the investigation of any interruptions, faults, outages or security issues;
- b. provide us with all data and other information reasonably required in relation to these Terms, including security access information and software interfaces to any relevant business applications, and ensure that all information provided is true, accurate, complete and not misleading in any material respect; and
- c. carry out your obligations in a timely and efficient manner and notify us immediately of any breaches or suspected breaches.

4.5 Before purchasing the Service, Mercurius will carefully consider your objectives, level of experience and attitude to risk.

4.6. Should you fail to perform any such obligations then we will not be liable for any delay, loss or damage arising from such failure or from reliance on information or materials provided by you.

4.7 The Service is not a financial investment or a financial investment solicitation and is therefore not subject to the rules on financial products of the jurisdiction from which the user accesses the Service.

5. Reliance on platform data

5.1. The information available via the Platform relating to the indicative price and volume offered by the Bookmakers or by Betting Exchange Platforms ("Offer(s)") are provided on an "as is" basis and Mercurius makes no representations and gives no warranties in respect of the accuracy of that information.

5.2. You accept that Mercurius shall have no liability for inaccuracies in Offers. You accept we are not able to guarantee the availability or currency of the Offer when you come to execute the Bet, even if you authorize the automatic execution through Mercurius applications.

6. Suspension of the platform and maintenance

6.1. We reserve the right to limit, suspend or terminate access to the Platform without liability:

- a. if we consider it reasonably necessary to protect your or our interests, or the interests of any third party (including our clients) and/or to protect the security or operation of the Platform or Mercurius Sports Trading Intelligences systems or network or those of our clients;

- b. if you breach any of these Terms or if we reasonably believe you have so breached or are about to breach;
- c. if you fail to cooperate with us regarding any suspected or actual breach of these Terms; or
- d. if required to do so by law or further to a request from any regulatory or governmental authority.

6.2. We may suspend all or any part of the Platform for the purpose of repair, maintenance or improvement. We shall provide you with reasonable advance notice of suspensions wherever possible and use reasonable endeavours to keep any such suspensions to a minimum. If we suspend owing to defect or compromise on your part, the suspension will not be lifted until the default is rectified to our reasonable satisfaction.

7. Exclusions

7.1. You recognize and accept that owing to the nature of the Platform we cannot promise that it will be error-free, immune from security risks or available on an uninterrupted basis. We will use all reasonable endeavours to maintain the accuracy and availability of the Platform but we cannot provide any warranty in those respects.

7.2. You agree and accept that we will have no liability for any bugs, defects or other errors in the Platform (including the Software). Notwithstanding the foregoing, you specifically agree that we shall have no liability in respect of any losses (including without limitation any gambling losses) you may incur as a result of your reliance upon any Platform data (including without limitation any incorrect notification of rejection or non-execution of any transaction) unless you first request us to check the accuracy of the said data and we negligently confirm it as accurate. Any such liability shall nevertheless be subject to the limitations and exclusions set out in clause 10 below.

7.3. You agree and accept that we will have no liability in respect of any failure or delay by you in respect of

- (i) the management and maintenance of your betting accounts, including (without limitation) any failure to ensure the availability and sufficiency of funds,
- (ii) the checking and verification of all Bets, including (without limitation) as to their status and accuracy, and/or
- (iii) any other aspect of Bet selection.

7.4 You acknowledge and accept that you have access to your betting accounts other than via the Platform and you agree you are responsible for regularly monitoring and checking all aspects of your betting activity by those other means.

7.5. We are not responsible for unauthorized access to your data or the unauthorized use of the Platform unless the unauthorized access or use results from our failure to meet our reasonable security obligations.

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8. Ownership

8.1. The Platform is the property of Mercurius BI Srl, including (without limitation) all rights in data, database rights, intellectual property rights and related content with the exception of all information relating to Offers. You have no rights in, or to, the Platform or the Software other than the limited right of usage set out in clause 4 above.

8.2. You represent and undertake that, except as may be permitted under applicable laws or expressly agreed by us, that you will not:

- a. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform or any related or associated documentation ("Documentation") in any form or media or by any means; or
- b. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- c. access all or any part of the Platform and/or Documentation in order to build a product or service which competes with the Platform and/or the Documentation; or
- d. use the Platform to provide services to third parties; or
- e. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform (or any part thereof) available to any third party if this is not already part of the Service provided by Mercurius itself; or
- f. attempt to obtain, or assist third parties in obtaining, access to the Platform, if this is not already part of the Service provided by Mercurius itself.

9. Indemnity

9.1 You agree to defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Platform and/or your breach or non-compliance with these Terms.

10. Limitations

10.1. Except as expressly and specifically provided in these Terms all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

10.2. Nothing in this Agreement excludes liability

- (i) for death or personal injury caused by our negligence;
- (ii) for fraud or fraudulent misrepresentation, or
- (iii) which we may not exclude under applicable law.

10.3. You agree that

- (i) you are an authorised user only,

- (ii) your rights to use the Platform derive solely from the rights of the Mercurius account holder under whose authority you are issued with a username and password ("Account Holder"),

- (iii) Mercurius Sports Trading Intelligence's sole liability shall be to the Account Holder, and

- (iv) you will have no rights against Mercurius, contractual or otherwise, and you hereby expressly waive all such rights. Without prejudice to the foregoing and subject to clauses 10.2 and 10.3:

- a. Mercurius shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits (direct or indirect), loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and
- b. Mercurius's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, to the Account Holder (including all authorised users) shall be limited to 10,000 € (ten thousand euro), or the total Fees paid by you in the 6 months immediately prior to the event or incident giving rise to the claim; whichever is the lower.

11. Termination

11.1. Without prejudice to any other rights we may have, we may terminate your access to the Platform immediately and without liability in any circumstances including if you:

- a. breach any of the terms of the Acceptable Use Policy;
- b. commit a material breach of any of these Terms which is not remediable or which (if remediable) fails to be remedied within 30 days of written notice of the breach;
- c. cease to be able to pay your debts as they fall due or if you enter into insolvency or administration proceedings, make an arrangement with creditors, or take or suffer any similar or analogous action in any jurisdiction; or
- d. provide to us any false, misleading or otherwise inaccurate information.

12. Privacy

12.1 The personal information you provide to us will be processed in accordance with our Privacy Policy.

13. Confidentiality

13.1. You agree to keep secret any confidential information received from us, namely any information which is confidential in nature or is marked as such, including information and material relating to our business, financial information, betting information and history, intellectual property rights, business processes, supplier relationships, client details and activities under these Terms ("Confidential Information"). For the avoidance of doubt, the

Platform and the Software (including all related information and data) are confidential.

13.2. You agree not to disclose any Confidential Information to any third party without our prior written consent, to store all Confidential Information in a secure place when not in use and safeguard Confidential Information in a manner no less secure than that you apply to your own confidential information of the same or similar nature, and to use the Confidential Information only for the purpose of using the Platform in accordance with these Terms.

13.3. Confidential Information will not include information that you can demonstrate on reasonable grounds

- (i) was previously known by you without any obligation to hold it in confidence,
- (ii) is independently developed by you without reference to the Confidential Information;
- (iii) is or becomes available to the public through no breach of these Terms;
- (iv) is required to be disclosed by law, regulations, valid order of a court or other governmental body, provided that you will use commercially reasonable efforts to notify us in advance of such required disclosure; or which is lawfully received, without restriction, against disclosure, from a third party free to disclose such information.

14. Force majeure

14.1 We shall have no liability for any delays or failures which result from circumstances beyond our reasonable control.

15. Amendments

We reserve the right to make changes to these Terms at any time. It is therefore your responsibility to check these Terms from time to time to ensure that you agree with them, and your continued use of the Platform and the Software will be deemed to be your acceptance of any changes we may make.

16. Assignment

16.1 The rights granted under these Terms are personal to you and you may not sell, assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of your rights and obligations without our prior written agreement. Mercurius may at any time assign, novate, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without your consent.

17. Entire Agreement

17.1 You confirm that you have not entered into these Terms on the basis of any representation that is not expressly set out herein. Nothing hereby excludes liability for fraud.

18. Severance

18.1 If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

19. Law and jurisdiction

19.1 These Terms (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these Terms) shall be governed by and construed in accordance with English law. The Parties agree that the English Courts shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with these Terms and irrevocably submit to the jurisdiction of such court.

Mercurius Acceptable Use Policy

This Acceptable Use Policy (AUP) governs your use of Mercurius Sports Trading Intelligence's Platform available via the website www.mercurius.io.

Unless otherwise indicated, capitalized terms not defined in this document shall bear the definitions set out in our general terms. By using or applying for use of the Platform, you agree to abide by the terms of this AUP, which is incorporated into any agreement between you and Mercurius.

1. Prohibited uses - overview

You may use the Platform only for lawful purposes. You may not use it:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm anyone, including minors, or in any manner which will, or is likely to, infringe the personal rights of others;
- in any manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);
- in connection with any defamatory, indecent, obscene, offensive, threatening or abusive conduct or activity;

- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, bots, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- or in any way that is inconsistent with our Terms.

2. Specific prohibitions

Without prejudice to the generality of the principles set out above, unacceptable use includes, but is not limited to, the following:

- use which causes damage, detriment or disruption to our business, including the Platform, and/or the business or activities of other of our clients, or which may generate or create any liability for us or our clients;
- use of the Platform to manipulate a market in a way that is linked to a sports event that is played to a completely or partially pre-determined result (i.e. use relating to match-fixing);
- use of the Platform to bet against any sports team in which, either directly or indirectly, you have an interest, e.g. as athlete, employee, director, chairman or shareholder;
- use of any methods or techniques for extracting data from the Platform without our consent (e.g. data scraping or data mining);
- deceptive practices or ways of working actions that restrict or inhibit anyone in their use or enjoyment of the Platform;
- causing or attempting to cause security breaches or disruptions of Internet communications (e.g. accessing data of which you are not an intended recipient, or logging into a server or account that you are not expressly authorized to access);
- executing any form of network monitoring that will intercept data not intended for you. circumventing user authentication or security of any host, network or account;
- interfering with or denying service to any user (e.g., denial of service attack);
- using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session;
- furnishing false or incorrect data of any kind;
- sending junk mail or other advertising material to individuals who did not specifically request such material;
- exporting or re-exporting data or content in violation of export or import laws or without all required approvals, licenses and exemptions.

3. Enforcement

Mercurius will determine, in its discretion, whether there has been a breach of this AUP by you.

When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this AUP constitutes a material breach of the Terms, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the Platform;
- immediate, temporary or permanent removal of any data, content or other material provided by you;
- issue of a warning to you;
- 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;
- further legal action against you;
- disclosure of such information to law enforcement and other regulatory authorities.

We exclude liability for actions taken in response to breaches of this AUP. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

4. Changes to this policy

We may revise this acceptable use policy at any time by amending this document and sending to you a revised copy by email, using the email address you selected for the use of the Platform.

It is therefore your responsibility to check this policy to ensure that you agree with it, and your continued use of the Platform and the Software will be deemed to be your acceptance of any changes we may make to this policy.

5. Waiver and severance

Any failure or delay in exercising or enforcing this policy shall not constitute a waiver of this policy or of any other right or remedy.

6. Questions

If you have any questions concerning compliance with this AUP, please contact Mercurius Betting Intelligence at info@mercurius.io.