

Mercurius Tradr – General Terms and Conditions

T&C version: 1.1 Latest update: 8/10/2020

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

1. Introduction

1.1. These terms, which include our Acceptable Use Policy and Privacy Policy <https://tradr.mercurius.io/privacy-policy> (which are together referred to as the “**Terms**”) govern all use of the service platform (“**Platform**” or “**Service**”) provided by Mercurius via the website at tradr.mercurius.io (“**Website**”) or through parts of the Website with restricted access or other IT applications connected to the Website.

1.2. **Who we are.** We are Mercurius BI Limited, a company registered in England and Wales. Our company registration number is 11626045 and our registered office is at Black Country House, Rounds Green Rd, Oldbury B69 2DG. Mercurius BI Limited is referred to as “**Mercurius**” or “**MBI**” “**we**”, “**us**” and/or “**our**” in these Terms.

1.3. **How to contact us.** You can contact us by telephoning our customer service team at +448081696549 or by writing to us at ltd@mercurius.io or Black Country House, Rounds Green Rd, Oldbury B69 2DG.

1.4. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.

1.5. **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

1.6. **Our contract with you.** You make an offer to us on these Terms when you submit your username, password and/or other details to us for registration via the Website or by using the Platform (“**Order**”). Our acceptance of your Order will take place when we notify you to confirm that we have accepted it, at which point a contract will come into existence between you and us on these Terms. By submitting your Order to us, or (if it takes place earlier) by using the Website or the Platform, or the software comprised in the Platform (“**Software**”) you acknowledge and agree to be bound by these Terms. Before you can begin using any Services (such as “automated trading”), you will be required to accept the details of the applicable Charges and Bankroll notified to you within the Platform or Website.

1.7. We only provide Services to our Clients for Bookmakers or Betting Exchanges they are each registered with and eligible and permitted to use, in accordance with the Applicable Bookmaker Terms. Our Website is made available solely for the promotion of our Services on this Basis. We do not accept Orders from Clients (or prospective clients) who do not or are not able to comply with the Applicable Bookmaker Terms .

2. Nature of the Platform

2.1. The Platform allows you, the Client specified on the Order Form (“**you**”), to access those accounts which you have with certain third-party betting operators who are currently supported by us, as notified on the Website from time to time (“**Bookmakers**” or “**Betting Exchanges**”). By submitting the Order you provide us with full authority to act as your agent to:

a. use the Software to access your accounts with Bookmakers in order to place automated Bets via the Bookmaker’s API on your Bookmaker account when you have activated the “automatic trading” function in the Software; and

b. access your Bookmaker account history in order to report on the Bets placed on your behalf by using the Platform.

2.2 You acknowledge that you are responsible for the management and maintenance of all such betting accounts held by you with Bookmakers, for the checking and verification of all betting transactions (“**Bets**”) into which you enter with those Bookmakers, including their status and accuracy, and for all aspects of betting selection, even if they are proposed by Mercurius’s automated systems as agent on your behalf. Mercurius is not under any obligation to provide you with any advice, recommendation or other guidance relating to your selection of or opening accounts with Bookmakers, their management or otherwise.

2.3. All Bets are personal contracts entered into between you and the Bookmakers directly, or between you and other bettors in a Betting Exchange directly, pursuant to the applicable terms of the relevant Bookmaker or Betting Exchange (“**Applicable Bookmaker Terms**”). Mercurius is not, and will not, under any circumstances be a party to any Bets. Mercurius does not act as, or hold itself out as, a bookmaker, betting operator

2.4. It is your responsibility to open an account with the relevant Bookmakers or Betting Exchanges services. By opening an account with a Bookmaker, you will be entering into a contract directly between you and the Bookmaker on the Applicable Bookmaker Terms. It is your responsibility to ensure you have read and accept the Applicable Bookmaker Terms. 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 of those Bookmakers, Betting Exchanges nor of any Offer or Bet.

2.5 Mercurius does not promote illegal gambling and does not encourage the gambling of people residing in jurisdictions where gambling is illegal. The information provided on the Website or though using the Platform is provided for the sole purpose of informing you and assisting in your evaluation of the performance of the Service and the Service provided is for the sole purpose of facilitating the relationship between you and the relevant Bookmakers and Betting Exchanges. By signing up to Mercurius applications or by using each part of the Platform you agree to these Terms, and you warrant that you are located in a jurisdiction where gambling is not illegal and to use the information and Service provided by Mercurius solely for legal purposes in that jurisdiction in accordance with these Terms.

2.6. Mercurius may nominate Bookmakers or Betting Exchanges at any time for use with the Platform and Mercurius may remove any Bookmaker or Betting Exchange from the list of supported Bookmakers and Betting Exchanges in accordance with clause 15.2 below.

3. Account information

3.1. You represent and undertake to us that, at all times during the contract between you and us:

a. your use of the Platform will not breach any law, regulation, code of conduct, code of practice which apply to you or any obligation you owe to any third party (including any Bookmaker or Betting Exchange);

b. you are an individual, that you are at least 18 years of age, you are of sound mind and fully capable of entering into binding legal agreements.

c. your contact and other personal information you have provided to us is accurate and up-to-date (including the information we use to calculate your appetite for risk, which is referred to in clause 4.5 below). It is your responsibility to check the information displayed in your account and provide us with any corrections or updated information promptly.

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

3.3. You will keep all Mercurius account information, including user name(s) and passwords(s), secure and strictly confidential and not disclose them to or share them with any other person. You agree to notify us immediately if you become aware of or suspect any such disclosure or any unauthorized use of the Platform.

4. Use of the Platform

4.1. You undertake to use the Platform for lawful betting purposes only using a Bookmaker or Betting Exchange nominated on the Website from time to time, and strictly in accordance with these Terms and the Applicable Bookmaker Terms. You may not use the Platform in any way which would be illegal in the jurisdiction in which you, we or the Bookmaker are located.

4.3. You are responsible for ensuring that you understand the operation of the Platform, the functionality of the Software, , how the Software will operate, propose and place Bets automatically without further user intervention, the details of the applicable strategy which will be used in the operation of the Software, and for monitoring the performance of all automated services selected on your account on the Platform. We may update and change the strategy used in the performance of the Services from time to time, in which case we will notify you by email. Details are available on our Website and through your account on the Platform.

4.4. You agree that you will:

a. provide us with all co-operation and assistance reasonably required by us 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 applications relating to the Bookmaker's platform API, and ensure that all information provided by you is and remains true, accurate, complete and not misleading in any material respect for the duration of this contract; and

c. carry out your obligations under these Terms (and the Applicable Bookmaker Terms) in a timely and efficient manner;

d. notify us immediately of any breaches or suspected breaches of any of these Terms or the Applicable Bookmaker Terms of which you become aware; and

e. not use the Platform or Services in respect of any Bookmaker account for which you have no (or insufficient) deposited funds or credit available for that use.

4.5 By submitting your Order, you acknowledge that you have had an opportunity to review the operation of the Platform, the functionality of the Software, the details of any Offers, and how the Software will operate, propose and place Bets automatically without further user intervention. Details are available on our Website and through your account on the Platform.

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)") is received by Mercurius from the Bookmakers or Betting Exchanges and is provided by Mercurius on an "as is" basis.

5.2. Due to the automated nature of the Platform and Service, we are not able to check that Offers do not contain any inaccuracies or errors, or that they are available, accurate or current at the time the Bet is placed (whether or not the Bet is placed automatically by the Platform). It is your responsibility to check from time to time that the Platform, Service and strategy(ies) applicable to your Order are operating as expected.

6. Suspension of the platform and maintenance

6.1. We reserve the right to limit, suspend or terminate your access to the Platform (including any automatic operation of the Platform in placing or recommending any Bets):

a. if we consider it reasonably necessary to protect your or our interests, or the interests of any third party (including our other clients) and/or to protect the security or operation of the Platform or the Bookmaker's systems or network or those of our other Clients;

b. to deal with technical problems or make minor technical changes to the Platform;

- c. to update the Platform or these Terms to reflect changes in relevant laws and regulatory requirements;
- d. to make changes to the Platform or these Terms as requested by you or notified by us to you (please see Clause 15 below for more details regarding changes);
- e. if you breach any of these Terms or if we reasonably believe you have so breached or are about to breach any of these Terms;
- f. if you cancel the Direct Debit instruction referred to in the Payment Method specified on your Order;
- g. if you fail to cooperate with our reasonable requests regarding any suspected or actual breach of these Terms; or
- h. if required to do so by law or further to a request from any regulatory or governmental authority.

6.2 We will contact you in advance to tell you we will be suspending your right to use the Platform, unless the problem is urgent or an emergency. If we have to suspend your right to use the Platform you will not have to pay the Charges for the period while your right to use the Platform is suspended. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, and we will refund any Charges you have paid to us in advance for use of the Platform in respect of the period after you end the contract.

6.3 We may also suspend your right to use the Platform if you do not pay our Charges when you are supposed to (please see Clause 7) and you still do not make payment within 14 days of us reminding you that payment is due, or if you cancel the Direct Debit instruction referred to in the Payment Method specified on your Order. If this happens we may suspend your right to use the Platform until you have paid us the outstanding amounts or set up a new Direct Debit instruction. We will contact you to tell you we are suspending your right to use the Platform. We will not charge you for the right to use the Platform during the period for which your rights are suspended. As well as suspending your right to use the Platform, we can also charge you interest on your overdue payments (see Clause 7).

[7. Charges and payment](#)

7.1. Details of the Charges payable by you for the Service are set out on the Order. We take all reasonable care to ensure that the Charges advised to you are correct.

7.2. If the rate of VAT changes between the date we accept your Order and any invoicing period for the Service, we will adjust the rate of VAT that you pay, unless you have already paid for the Service in full before the change in the rate of VAT takes effect.

7.3. We will invoice you the Charges for the Services as specified on the Order. The Performance Fee will be invoiced in arrears and the Maintenance Fee will be invoiced in advance. You must maintain a valid Direct Debit instruction at all times in order to pay each invoice when due.

7.4. If you do not make any payment to us by the due date, or cancel the Direct Debit instruction on your account, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.4. If you think an invoice has been calculated incorrectly please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

[8. Ownership](#)

8.1. The Platform, and all Intellectual Property Rights relating to it is the property of Mercurius. For these purposes, “**Intellectual Property Rights**” means all rights in copyright, trade marks, patents, data, database rights, and other intellectual property rights, whether or not they are registered or registrable and wherever in the world those rights arise., with the exception of the Offers which are the confidential information of the relevant Bookmaker. You are granted 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**”) or any Offers 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) or any Offers available to any third party; or
- f. attempt to obtain, or assist third parties in obtaining, access to the Platform or the platform or services of any Bookmaker.

[9. Your rights to end the contract with us.](#)

9.1. **You can always end your contract with us.** Your rights when you end the contract will depend on the details of your Order, whether there is anything wrong with the Platform, how we are performing and when you decide to end the contract:

Mercurius BI LTD, incorporated in England and Wales with Company Number: 11626045.

Registered Office: Black Country House, Rounds Green Rd, Oldbury B69 2DG, United Kingdom, Contact: ltd@mercurius.io

- a. if the Platform is faulty or has been misdescribed by us you may have a legal right to end the contract or to get the Service re-performed if it has not been carried out with reasonable care and skill, or to get a refund of some or all of the Charges you have paid if we cannot reperform the Service;
- b. if you want to end the contract because of something we have done or have told you we are going to do, please see Clause 9.2;
- c. if you have just changed your mind about the Platform, please see Clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions in particular if you have agreed to use the Platform during the cancellation period;
- d. in all other cases (if we are not at fault and there is no right to change your mind), please see Clause 9.6.

9.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Services for which you have paid which have not been provided and you may also be entitled to compensation. The reasons are:

- a. we have told you about an upcoming change to the Platform or these Terms which you do not agree to 15.2;
- b. we have told you about an error in the Charges or description of the Platform you have ordered and you do not wish to proceed;
- c. there is a risk that availability of the Platform may be significantly delayed because of events outside our control;
- d. we have suspended the right to use the Platform for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a substantial period (being a period of 30 days or more); or
- e. you have a legal right to end the contract because of something we have done wrong.

9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of Services we have provided (including the right to access and use the Platform), once these have been delivered, even if the cancellation period is still running. If we granted you the right to use the Platform immediately, and you agreed to this when placing your Order, you will not have a right to change your mind.

9.5. How long do I have to change my mind? For the Services you have ordered from us (such as the right to use the Platform), you have 14 days after the day we email you to confirm we have accepted your Order, unless you agreed to use the Platform immediately. However, once we have granted access to the Platform or provided the Services you cannot change your mind, even if the period is still running. If you cancel after we have granted you the right to use the Platform, you must pay us for the Services we have provided up until the time you tell us that you have changed your mind.

9.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (please see Clause 9.4), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) in accordance with the Termination Compensation specified on the Order, depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so. You may suspend the automatic trading of the Platform at any time by using the controls in your account on the Platform.

9.7. How To End The Contract With Us (Including If You Have Changed Your Mind)

To end the contract with us, please let us know. You can do this by:

- a. Email. Email us at cancel@mercurius.io. Please provide your name, home address, details of the order and, where available, your phone number and email address registered for your account on the Platform for your Order.
- b. Online. Complete the cancellation form on the Website <https://trader.mercurius.io/user/cancel>.
- c. By post. Simply write to us at First Floor, Black Country House Rounds Green Road Oldbury, United Kingdom B69 2DG , including details of your Order, when you placed the Order and your name and address.

9.7.1 The cancellation will take place within 60 days from the day of the request. Until the client receives via email a written confirmation of service interruption and contract cancellation, the Platform may place bets. To interrupt the service immediately the client must interrupt the auto-trading by completing the procedure on the Platform at <https://trader.mercurius.io/user/dashboard>. Mercurius will not charge for the usage of the Platform after the day of cancellation request.

9.8. We will refund you the appropriate part of any unused Charges paid by you in advance for the Platform, by the method you used for payment. If the Direct Debit mandate has been cancelled or we are otherwise unable to refund the Charges we will contact you. We may make deductions from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. If you are exercising your right to change your mind, the refund will be made to you within 14 days of your telling us you have changed your mind.

10. Limitations and Liability

10.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill in the provision of the Service. Losses are “foreseeable” where they could be contemplated by both you and us at the time your Order is accepted by us.

10.2 Other than in the circumstances described in clause 10.3, we are not responsible or liable for any loss or damage:

- a. that is not foreseeable;
- b. that is not caused by any failure by us to comply with these Terms, such as an “ordinary betting loss”. You acknowledge that, as in any skill game or gambling, there is an inherent risk of losing your capital by placing Bets, and by submitting your Order and using the Service you accept that risk, referred to as an “ordinary betting loss”;
- c. arising from your failure or delay to perform any of your obligations; or where we have relied on information provided by you which is inaccurate;
- d. which would have been avoided if you had been regularly monitoring the performance of any automated services selected on your account and checking that the Bets placed are in line with your Order for the Services, as referred to in clause 10.7(f); or
- e. that is caused by the Bookmaker or any delays, errors, defects or bugs in the Bookmaker API.

10.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your statutory rights as a consumer in relation to the Service, including the right to receive a Service which is: as described and which matches information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care.

10.4. Defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

10.5. We are not liable for business losses. We only supply the Platform and Service for domestic and private use by consumers. If you use the Platform or Service for any commercial, business or re-sale purpose we will have no liability to you whatsoever, including for any loss of profit, loss of business, business interruption, or loss of business opportunity (other as listed in clause 10.3).

10.6. Our liability is limited to the Charges paid. If we are liable to you in all cases other than those listed in Clauses 10.2 to 10.5, our liability to you is limited to the total Charges you have paid us for the Services over the 12 month period before the liability arose.

10.7. You acknowledge and accept that:

- a. you have access to your betting accounts with each Bookmaker other than via the Platform and that you are responsible for regularly monitoring and checking all aspects of your betting activity with each Bookmaker by those other means;
- b. it is your responsibility to check and monitor the details and status of all Bets;
- c. the management and maintenance of your betting accounts with each Bookmaker is your responsibility, and you must ensure that your account has sufficient available funds to cover all Bets;
- d. it is your responsibility to satisfy yourself that gambling with cash prizes, and placing Bets with the relevant Bookmaker (or other bettors in the case of a Betting Exchange), is lawful in the jurisdiction in which you are located, before you place any Bets;
- e. it is your responsibility to satisfy yourself that each relevant Bookmaker has the appropriate regulatory licence required in the jurisdiction in which they operate, before you place any Bets;
- f. it is your responsibility to monitor the performance of all automated services selected on your account on the Platform and to check the Bets are in line with your Order for the Service;
- g. the Bookmaker may suspend or terminate access to your account at any time (including as specified in the Applicable Bookmaker Terms), or may change any aspect of the service provided by them to you, which may affect the ability of the Platform to access your account with the Bookmaker and/or place Bets.

10.8. You acknowledge that:

- a. as in any skill game or gambling, there is a risk of losing your capital by placing Bets;
- b. you acknowledge that past performances should not be considered as an indicator of future performances;
- c. gambling can lead to the risk of psychological dependence;
- d. the Service is not a financial investment or a financial investment solicitation and is therefore not subject to the rules on financial products applicable in the UK.

11. Our rights to end the contract

11.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:

- a. you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Service, for example, the authority referred to in Clause 2.1, your personal details, bank account information or other information required by us and specified on the Order;
- c. you cancel the Direct Debit instruction referred to in the Payment Method specified in your Order and do not set up a new Direct Debit instruction within 3 days

11.2. You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 11.1 we will refund any money you have paid in advance for Services which we have not provided but we may deduct from that refund (or, if you have not made an advance payment, we may charge you) in accordance with the Termination Compensation specified on the Order, depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

11.3. We may write to you to let you know that we are going to stop providing the Service or making the Platform available. We will let you know at least 15 days in advance of our stopping the supply of the Service or availability of the Platform and will refund any sums you have paid in advance for Services which will not be provided.

12. Privacy

12.1 The personal information you provide to us will be processed in accordance with our Privacy Policy, the up-to-date version of which is available on the Website.

13. Confidentiality

13.1. You agree to keep secret any Confidential Information received from us. “**Confidential Information**” means any information which is marked as “confidential” or which a reasonable person would consider to be confidential in nature, in any form, medium or format. Confidential Information includes information and material relating to our business, financial information, details of Offers and Bets (including historical and other information relating to them), Intellectual Property Rights of Mercurius or of third parties which are licensed to us (including Bookmakers), business processes, supplier relationships, client details and activities under these Terms. For the avoidance of doubt, the Platform and the Software (including all related information and data) are the Confidential Information of Mercurius.

13.2. You agree:

- a. not disclose to disclose any Confidential Information to any third party without our prior written consent;
- b. to store all Confidential Information in a secure place when not in use; and
- c. to 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
- d. 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 by you 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 reasonable efforts to notify us in advance of such required disclosure; or
- (v) which is lawfully received, without restriction against disclosure, from a third party free to disclose such information.

14. Force majeure

14.1 We are not responsible for delays outside our control. If availability of the Platform is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract.

15. Changes to the Platform or these Terms

15.1. **Your Rights To Make Changes.** We may allow you upgrade or make changes to your account by requesting changes to certain details of your Order, as we allow from time to time. Such changes may be requested by you using features of the Platform or Website which allow you to increase [or decrease] the Bankroll or alter the strategy used by your Platform account to place Bets or make other changes as permitted by us.

If you wish to make any other change to your Order please contact us. We will let you know if the change is possible.

15.2. **Our Rights To Make Changes.** We may change the Platform or these Terms:

a. to reflect changes in relevant laws and regulatory requirements, or any changes to the Applicable Bookmaker Terms which apply to the Service or your use of the Service. For example this could include additional identification or other security checks before you are able to access your account, review the Offers or place Bets, or additional obligations under the Applicable Bookmaker Terms; and

Mercurius BI LTD, incorporated in England and Wales with Company Number: 11626045.

Registered Office: Black Country House, Rounds Green Rd, Oldbury B69 2DG, United Kingdom, Contact: ltd@mercurius.io

b. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the Platform, but may require you to update your operating system or other applications to continue to use the Platform.

c. If we wish to make more significant changes to the Platform or these Terms, as we informed you in the description of the Platform on the Website, we may make changes to these Terms or the Platform, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any part of the Service you paid for in advance but have not yet received:

- The strategy used by the Platform (described by the information document) to place automated Bets;
- We may change the bookmakers supported by us;
- We may change the payment method or gateway provider;
- We may change the fee structure, pricing and/or discounts;
- We may change the cancellation policy and process;

d. We may update or require you to update digital content provided by us, provided that the digital content shall always match the description of it that we provided to you before we accepted your Order.

Please contact us if you have any questions regarding any change we have notified to you. Your continued use of the Platform or the Software will be deemed to be your acceptance of any such changes notified to you.

16. Assignment

16.1 You may not transfer, subcontract or grant security over any of your rights or your obligations under these terms to another person unless we agree to this in writing in advance.

16.2 We may transfer, subcontract, or grant security over any of our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that this will not affect your rights under the contract.

16.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18. Severance and Delays

18.1. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.2. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Service, we can still require you to make the payment at a later date.

19. Law and jurisdiction

19.1. These Terms are governed by English law and you can bring legal proceedings in respect of the Platform in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Platform in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Platform in either the Northern Irish or the English courts.

Mercurius Acceptable Use Policy

This Acceptable Use Policy (AUP) governs your use of the Platform and Service made available by Mercurius via its Website at trader.mercurius.io.

Who we are. We are Mercurius BI Limited, a company registered in England and Wales. Our company registration number is 11626045 and our registered office is at Black Country House, Rounds Green Rd, Oldbury B69 2DG. Mercurius BI Limited is referred to as "Mercurius" or "MBI" "we", "us" and/or "our" in this AUP.

How to contact us. You can contact us by writing to us at ltd@mercurius.io or Black Country House, Rounds Green Rd, Oldbury B69 2DG.

How we may contact you. If we have to contact you we will do so by writing to you at the email address you have provided to us.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

Acceptance of this AUP. By using, or applying to use, the Website, the Platform or the Software you acknowledge and agree to be bound by this AUP. If you do not agree to this AUP, you must not use our Website, Platform or Software.

We only provide Services to our Clients for Bookmakers or Betting Exchanges they have registered with and are each eligible and permitted to use, in accordance with the Applicable Bookmaker Terms. Our Website is made available solely for the promotion of our Services on this Basis. We do not accept Orders from Clients (or prospective clients) who do not or are not able to comply with the Applicable Bookmaker Terms. All terms and expressions which are defined in Mercurius' General Terms and Conditions have the same meaning in this AUP.

1. Prohibited uses - overview

You may use the Platform only for lawful purposes.

You must keep your account details and password confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this AUP or the Terms under an Order.

You may not use the Website, Platform or our Services:

- 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

If you do not comply with this AUP it will be a material breach of this AUP and of the Terms, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent suspension 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 (including, but not limited to, reasonable administrative and legal costs), expenses, damages and losses resulting from the breach;
- further legal action against you;
- disclosure of such information to law enforcement and other regulatory authorities.

The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

3. Enforcement

Without limiting the general principles set out in sections 1 and 2 above, unacceptable use includes, but is not limited to, the following:

Mercurius BI LTD, incorporated in England and Wales with Company Number: 11626045.

Registered Office: Black Country House, Rounds Green Rd, Oldbury B69 2DG, United Kingdom, Contact: ltd@mercurius.io

- use which causes damage, detriment or disruption to our business, including the Website, Service or 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 Bookmaker or 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 collating, extracting data from the Platform without our express prior 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 Website or 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.

4. Liability

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Please note that we only provide our Website, Platform and Service for domestic and private use by consumers. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

5. Suspension of our Website

- Our Website is made available free of charge, but use of the Platform, Software or the Service is only permitted if there is an Order agreed between us, in which event the Terms will apply and where there is a conflict with this AUP, the Terms will prevail.
- We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted.
- We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6. Intellectual Property Rights

- We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 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, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- If you print off, copy or download any part of our Website, platform or Service (or any information or material obtained through them) in breach of these terms of use, your right to use our Website, Platform and Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. Personal Information

We will only use your personal information as set out in our Privacy Policy https://trader.mercurius.io/privacy_policy .

8. Changes to this policy

- We may revise this AUP at any time by amending this document and sending to you a revised copy by email, using the email address you have provided to us for the use of the Platform. We will also publish an updated version of the AUP on our Website.
- Every time you use our Website, Platform or Service, it is your responsibility to check the current AUP 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 AUP.

16. Assignment

16.1. You may not transfer, subcontract or grant security over any of your rights or your obligations under this AUP to another person unless we agree to this in writing in advance.

16.2. We may transfer, subcontract, or grant security over any of our rights and obligations under this AUP to another organisation. We will always tell you in writing if this happens and we will ensure that this will not affect your rights under this AUP.

16.3. This AUP is between you and us. No other person shall have any rights to enforce any of its terms.

18. Severance and Delays

18.1. Each of the paragraphs of this AUP operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.2. If we do not insist immediately that you do anything you are required to do under this AUP, or if we delay in taking steps against you in respect of your breaking this AUP, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

19. Law and jurisdiction

19.1. This AUP is governed by English law and you can bring legal proceedings in respect of the Website in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

7. Questions

If you have any questions concerning compliance with this AUP, please contact us at ltd@mercurius.io.

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To:

Name: Mercurius BI Limited
Address: Black Country House, Rounds Green Rd, Oldbury B69 2DG
Telephone: +448081696549
[Fax]: [NUMBER]]
Email: ltd@mercurius.io

I hereby give notice that I cancel my contract for the supply of the following service:

Ordered on: [DATE]
Name of consumer: [NAME]
Address of consumer: [ADDRESS]
Trading Strategy: [CODE_NAME]
Email: [ADDRESS]

Signature of consumer(s):

(only if this form is notified on paper)

Date: [DATE]