

TERMS AND CONDITIONS

1. OUR AGREEMENT

- 1.1 These terms and conditions ("Terms") are the terms on which We provide Our site and the Profit Squirrel service detailed on the site ("Services") to You. Please read these Terms carefully before subscribing. You should keep a copy of these Terms for future reference. Click [here](#) to print or download. This agreement is the contract between You and Us for Your subscription to the Service as set out in these Terms. These Terms are only available in the English language.
- 1.2 In these Terms "We/Us/Our" means Profit Squirrel Limited including, where appropriate, Our employees and authorised agents, and "You/Your" means You.
- 1.3 **Please note that We are not providing a betting service and take no responsibility and have no liability for any bets placed on third party sites, Your use of which may be governed by separate terms and conditions with the third party provider.**
- 1.4 We may change these Terms for legal, regulatory or security reasons by giving You notice by email to the address You have provided and/or posting the changes on the site (and You can terminate the agreement if these changes are to your detriment).
- 1.5 From time to time We may offer You the chance to enter competitions or take up certain promotional offers. We will alert You to any specific terms which apply to such competitions or promotions at the relevant time.

2. GENERAL INFORMATION ABOUT US

- 2.1 We are Profit Squirrel Limited a company registered in England and Wales under registration number 09628419. Our registered address is 50 Broadway, Westminster, London, SW1H 0RG and the address at which We are established is the same.
- 2.2 If You have any questions, complaints or comments about the Site/Service then please contact Us on support@profitsquirrel.co.uk or by writing to Us at 50 Broadway, Westminster, London, SW1H 0RG.
- 2.3 Our VAT number is 221751927.

3. YOUR USE OF THE SERVICE

3.1 Registration, Passwords and Security

- 3.1.1 When You choose to join Our Service You will be required to create a username and password to access the site ("Log-In Details"). It is Your responsibility to keep Your Log-In Details secure and We do not permit You under any circumstances to share Your Log-In Details with any other person. You must not do anything that could cause, facilitate or result in the circumvention or breach of Your Log-In Details, user authentication, password, code, security or control measures in relation to Our Site/Service. We reserve

the right to terminate Your access to the Site/Service without notice if We have reasonable grounds to believe that You have allowed another person, directly or indirectly, to gain access to the Site/Service using Your Log-In Details.

- 3.1.2 You are responsible for maintaining the confidentiality of Your Password and User Name and for all activities that are carried out under them. We do not have the means to check the identities of people using the Site/Service and will not be responsible for losses suffered by You where Your Password or User Name is used by someone else unless this is due to Our negligence. You agree to notify Us immediately if You become aware of or suspect any unauthorised use of Your Password or User Name.

3.2 Your Promises and Obligations to Us

You confirm that:

- 3.2.1 You are over 18 and that all information and details provided by You to Us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct Your personal details at any time by amending Your Account details at <https://profitsquirrel.co.uk/my/account>;
- 3.2.2 You will comply with the restrictions on Your use of the Site/Service as set out in these Terms; and
- 3.2.3 in relation to any material submitted to or posted on the Site by You that You have the right to do so and have obtained all necessary licences and or approvals.

You acknowledge that We have limited control over the nature and content of information and programs transmitted or received by You or other users of the Site/Service. You agree to compensate and defend Us fully against any claims or legal proceedings brought against Us by any other person as a result of Your breach of these Terms. If We take legal action against You for non-payment or any other breach of these Terms and a court makes an award in Our favour, You will be responsible for all costs allowable by the Courts.

3.3 User Conduct

- 3.3.1 You agree that in using the Site/Service You will not:
- 3.3.1.1 use the Site/Service for any unlawful or fraudulent purpose;
 - 3.3.1.2 use the Site/Service in any way that interrupts, damages, impairs or renders the Service less efficient nor transfer files that contain viruses, trojans or other harmful programs;
 - 3.3.1.3 access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Site's security measures;

- 3.3.1.4 email or otherwise disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise;
- 3.3.1.5 advertise or promote third party or Your own products or services including by way of the distribution of 'spam' email;
- 3.3.1.6 use the Site/Service for any purpose other than Your personal use;
- 3.3.1.7 impersonate any other person or other activity or use a false name or a name that You are not authorised to use; or
- 3.3.1.8 do anything which could bring Us into disrepute, including through any unpermitted use of Our intellectual property or content taken from Our Site.

3.3.2 You agree that You will abide by Our recommended practices in Your use of the Site/Service, made available on our Site from time to time. You will in no way harass or attempt to harass other users of the Site/Service or behave in a way that could be found to be disrespectful to other users of the Site/Service or Our staff. We may determine whether these Terms and Our recommended practices have been violated, and may take such steps as We consider appropriate to stop the violation, including, immediately suspending or terminating Your access to or use of Our Site/Service and banning You from any further use of the Site/Service. 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.

3.3.3 Our Site/Service must not be used, directly or indirectly, for any purpose or manner that may be deceptive, fraudulent, unlawful or otherwise objectionable, or which advocate, depict, encourage or tend to incite any such conduct, the commission of a crime or other unlawful activities. For the avoidance of doubt, We do not condone any fraudulent or unlawful activity of any kind.

3.4 **Links to and From Other Sites**

3.4.1 You may establish links to the Site provided:

- You link only to the home page of the Site;
- You do not remove or obscure, advertisements, the copyright notice or other notices on the Site;
- You give Us notice of such link by sending an e-mail message to Us; and
- You stop providing links to the Site immediately if We require You to.

3.4.2 We may provide links to other Sites from time to time (via advertising or otherwise). You acknowledge that:

- these links are provided for Your ease of reference and convenience only;
- We do not control such third party Sites and are not responsible for their contents;
- Our inclusion of links does not imply any endorsement of the material contained in such Sites or any association with their operators;
- We will not be party to any transaction or contract with a third party that You may enter into via such sites;
- We shall not be liable to You in respect of any loss or damage which You may suffer by using those Sites; and
- You agree that You will not involve Us in any dispute between You and the third party.

4. THE SERVICES

4.1 About Our Services

4.1.1 Information on the Service and the charges for using the Service can be found on the Site and will be confirmed to you through your registration and order process.

4.2 Subscription Charge

4.2.1 We will give You at least 30 days' notice of any increase in the Price and if You don't want to continue or have any queries You can contact Us.

4.2.2 Payment will be debited from Your account using the details You provide on registration. We are not responsible for Your card issuer or bank charging You as a result of Our processing of Your credit/debit card payment.

4.2.3 We use third payment providers to process payments made through Our Site/Service, and these providers will have their own terms and conditions which We recommend You review. We do not have visibility of or retain Your payment details.

4.2.4 You confirm that the credit/debit card that is being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of Your card refuses to authorise payment We will not accept Your Subscription and We are not obliged to inform You of the reason for the refusal.

4.3 **Term and Cancellation**

- 4.3.1 The Service will commence when We send You an email confirming Your Subscription. In the unlikely event that We are unable to commence the Service within 30 days from the day after the day You submit Your Subscription, We will let You know and give You the option of continuing with the order or cancelling and receiving a full refund of any sums paid.
- 4.3.2 Your Subscription will initially continue for one year, if You have chosen an annual subscription, and one month if You have chosen a monthly subscription. Subscriptions will be automatically renewed for successive yearly/monthly periods respectively unless You choose to cancel (in which case You must give Us not less than one month's notice before Your current annual Subscription is due to end, or any prior notice if You have a monthly Subscription).
- 4.3.3 Payments are taken for the full Subscription period and can't be refunded except in the specific circumstances set out in these Terms.
- 4.3.4 We may terminate this agreement by giving You notice (5 days' notice in the case of a monthly Subscription and 10 days for annual Subscriptions) in writing by email to Your registered email address (unless We are terminating for cause in accordance with these Terms in which case We are not required to give You such notice). We will refund any full month's Service Charge which You have paid in advance for the Service for the period after the agreement has ended.
- 4.3.5 We may also suspend the Service and terminate this agreement without notice and without refunding any advance payments in the following circumstances:
- if You breach any of Your obligations under this agreement or otherwise undertake any actions which We deem may cause harm or bring Us into disrepute; or
 - if bankruptcy proceedings are brought against You, or if You do not pay a court judgment on time, or if You make an arrangement with Your creditors or if Your assets are the subject of any form of seizure.

4.4 **Your Right to Change Your Mind and Cancel**

- 4.4.1 Under Distance Selling Legislation, You have the right to change Your mind and cancel Your Subscription within 14 days without giving any reason. The cancellation period will expire after 14 days from the day We send You an email confirming Your Subscription (the "Cancellation Period"). You can inform Us of Your decision to cancel by sending Us a clear statement of cancellation (e.g. a letter sent by e-mail, post or fax). Alternatively You may use the model cancellation form provided [here](#), but it is not obligatory. We will communicate to You an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

4.4.2 Since, in entering into a Subscription, You request that We begin the performance of the Service during the Cancellation Period, if You then cancel Your Subscription within the Cancellation Period, You will be liable to pay Us for Your use of the Subscription up to the time You informed Us of Your decision to cancel. This amount will be calculated as pro rata to the subscription that has been purchased.

5. OUR LEGAL OBLIGATIONS AND LIMITS ON OUR LIABILITY TO YOU

5.1 We accept liability for death or personal injury caused by Our negligence or that of Our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation by Us or Our employees or agents.

5.2 You have certain rights under the law. These include that We will provide the Services with reasonable skill and care and within the time specified by Us within a reasonable time. You have certain legal remedies if We breach any of these rights. Nothing in these Terms is intended to affect these legal rights or other rights to which You may also be entitled, for example to damages or specific performance. For more information about Your legal rights contact Your local Citizens Advice Service or Trading Standards Service.

5.3 We are not responsible for:

- losses not caused by Our breach;
- indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by You and Us at the time of entering into this agreement, for example loss of profits or loss of opportunity;
- failure to provide the Site/Service or to meet any of Our obligations under this agreement where such failure is due to Events Beyond Our Control.

"Events Beyond Our Control" means any cause beyond Our reasonable control which prevents Us from providing the Site/Service or fulfilling any of Our other obligations under this agreement and includes but is not limited to fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God.

5.4 Any bets or offers promoted via the Site are correct at the time of posting but may be subject to change. It is Your decision whether to place a bet or not and We take no responsibility for Your decision to place a bet or for the outcome of Your actions.

5.5 The logic and mathematics used in the provision of the Site/Service are for guidance purposes only and whilst We do Our utmost to ensure the accuracy of Our tools and the information We provide, it is possible that errors may occur.

5.6 The Site/Service is provided on an 'as is' and 'as available' basis and We do not make any promise or guarantee that it will be available uninterrupted or error-free. Any tools or software incorporated into the Site/Service may, on rare occasions, create errors which

may result in the provision of inaccurate information. We aim to ensure the accuracy of Our Site/Service but We do not take any responsibility for any loss or damage caused as a result of You choosing to act upon the information We have provided. You must immediately inform Us of any errors You become aware of, or believe You have identified by sending an email so that We can investigate these and resolve any issues, at Our discretion, which We affirm as errors or issues in Our system.

6. INTELLECTUAL PROPERTY

6.1 Your use of the Site and Service and its contents grants no rights to You in relation to Our intellectual property rights including, without limitation, trade marks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Site/Service and the contents.

6.2 You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Site or the computer codes of elements comprising the Site or Service other than for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content to Your hard disk for the purpose of viewing it provided that no more than one copy of any information is made.

6.3 Any use other than that permitted under this clause 6 may only be undertaken with Our prior express authorisation.

6.4 We do not encourage the submission of any confidential or proprietary information from You. Should You choose to submit information, text, photos, graphics or other content to Us via the Site, You grant Us a right to use (and waive any moral rights You may have in) such materials at Our own discretion including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Site. By submitting any such material to Us You are representing that material as Your own original work.

7. GENERAL

7.1 This agreement is personal to You. You may not transfer Your rights or obligations under this agreement to anyone else.

7.2 We will do Our best to resolve any disputes over this agreement. If You wish to take court proceedings against Us You must do so within the United Kingdom. If You live in England or Wales the laws of England and Wales will apply, if You live in Scotland, Scottish law will apply and if You live in Northern Ireland the law of Northern Ireland will apply.