

# **General Terms and Conditions**

## **for the Customer**

**constituted by the company SITLOK LTD. and binding for each customer entering into contractual relationship with company SITLOK LTD.**

In Majuro, Marshall Islands

Dated 19.12.2017

## Area of Use / Definitions

- 1.1. The following General terms and conditions for the Customer (hereinafter referred also as "Agreement") are part of each and every licensing agreement between the company SITLOK LTD., a company incorporated in the Republic of the Marshall Islands pursuant to Business Corporation Act on December 13, 2017, address for correspondence Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (hereinafter referred to as „SITLOK“ or „Provider“) and the contract partner, which is the Customer according to this Agreement.
- 1.2. This Agreement describes the terms governing use of the Provider's Software including content, updates and new releases (collectively, the "Software") and gives you certain rights and responsibilities depending on the software license which Customer selected, purchased or subscribed to, as more fully described herein.
- 1.3. The following definitions are used for applying and interpreting the Agreement:
  - 1.2.1 "Provider" is the company incorporated in the Republic of the Marshall Islands pursuant to Business Corporation Act on December 13, 2017, address for correspondence Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.
  - 1.2.2 "Customer" is the customer and second party of this Agreement and purchaser who is interested in buying Software's license.
  - 1.2.3 "Documentation" means user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Provider, whether distributed in print, electronic, CD-ROM or video format.
  - 1.2.4 "Software" means the machine readable (object code) version of the computer programs available by Provider for Customer and any copies made, bug fixes for, updates to, or upgrades thereof including all programs and databases and any other derived content.
  - 1.2.5 "Arbitrages" are exploits of the current sports betting system. An arbitrage bet is a bet where you bet on all outcomes of a certain match with different bookmakers.
  - 1.2.6 The validity of the General Terms and Conditions for the Customer refers to all services offered to Customer by Provider. By making use of the services by Provider the Customer acknowledges these General Terms and Conditions as a Agreement as binding.
  - 1.2.7 The current website of Provider is <https://www.autobetting.com/>.

## The subject of the Agreement

- 2.1. Provider provided Software which scans odds of many bookmakers and calculates arbitrages. The program will open a web browser and help to place arbitrage bets.

- 2.2. Provider will grant Software's license to Customer, according to this Agreement and within the intention of its terms.
- 2.3. Agreement is concluded between the Provider and the Customer. There may be a possibility that in certain cases Provider adds additional conditions for the Customer. These conditions are then supplementary to the current General Terms and Conditions for the Customer. Provider is entitled to unilaterally without the consent of the Customer modify and change these General terms and conditions thereby the Customer is informed and agrees. Amended General terms and conditions shall be binding on other Contract partner at the moment of their publication on the website of Provider.
- 2.4. Only legally competent (full age) natural persons can become the Customer as well as legal persons. There is no entitlement to participation.
- 2.5. When registering, the Customer must provide all requested details and answer truthfully. The Customer must update the software independently, at the latest, within 5 (five) days of changes taking place.
- 2.6. The subject of this Agreement according to aforesaid is the extent of all rights and obligations under this Agreement and relevant provision of law relating to the contractual relationship established by this Agreement between the Customer and Provider which is on the base of this Agreement authorized and required under the terms and condition of this Agreement to provide Software to Customer and the Customer is obliged to pay to the Provider the remuneration in accordance to the terms and condition of this Agreement.

The individual details, specifically the principal characteristics of software can be found in the product description and the full details on the provider's website.

## License grant and restrictions

- 3.1. Customer acknowledges and agrees that the Software is licensed, not sold. Customer also agrees not to use the Software in a manner that violates any applicable law, regulation or this licensing agreement. For example, unless authorized by Provider in writing, Customer agrees he will not:
  - Provide access to or give the Software or any part of the Software to any third party;
  - Transfer your license to the Software to any other party without express written permission from Provider get in advance;
  - Reproduce, duplicate, copy, deconstruct, reverse-engineer, sell, trade or resell the Software;
  - Attempt unauthorized access to any other Provider's systems that are not part of the Software;
  - Permit any third party to benefit from the use or functionality of the Software via a rental, lease, timesharing, service bureau, hosting service, or other arrangement; or

- Upload, host, use or access the Software via a timesharing, service bureau, virtualization, application hosting or other remote access arrangement.

If Customer violate any of these terms, this Agreement and Customer's license to use the Software may be terminated by Provider withdrawn from this Agreement.

- 3.2. The Software is protected by copyright, trade secret, and other intellectual property laws. Customer is only granted certain limited rights to install and use the Software, and Provider reserves all other rights in the Software not granted to you in writing herein. As long as Customer meets any applicable payment obligations and comply with this Agreement, Provider grants Customer a personal, limited, non-exclusive, nontransferable, revocable license to use the Software only for the period of use provided in the ordering and activation terms, as set forth in this Agreement, or in accordance with Provider's then-current product discontinuation policies, as updated from time to time, and only for the purposes described by Provider for the Software.

## Rights and duties

- 4.1. Provider does everything that is necessary to guarantee that the system and support for Customer is available 24 hours per day, with the exception of interruptions for necessary maintenance work or due to third parties not connected with Provider. Should the system fail anyway, then Provider will take care at once to restore the availability within their frame of possibilities. The Agreement parties will recognize that in exceptional cases there will be a small number of transactions that cannot be recorded by the Provider's software. This will however not result in the Customer making a claim against Provider.
- 4.2. Provider does not guarantee turnover successes.
- 4.3. Provider does not guarantee any possible amount of profit as well as Provider is not liable for possible lost profit and any loss of Customer, except if these losses are caused by Provider's breach of Agreement.
- 4.4. Provider is not liable for acting the Customer in his country and fulfillment of tax obligations of the Customer.
- 4.5. Provider is also not liable for damages that result from violating the software updating obligation.
- 4.6. Provider is only liable for damages other than injuries to life, body and health only in as far as these have been caused by intent or gross negligence or are based on a culpable breach of fundamental contractual obligations by Provider, its employees or one of their agents. A further extended liability for compensation is excluded. The regulations of the product liability law remain unaffected.
- 4.7. Should the Provider suffer damages by the inappropriate behavior of the Customer or one of his legal agents, then the Provider is entitled and asked to claim subsequent claims, especially information, omission and damages claims against the Provider.
- 4.8. Provider is entitled to ask Customer without any reason for verification his address by email or fax or written letter. Method of verification is the choice of Provider and the Customer is obliged to accept this verification.

- 4.9. Provider is entitled to stop or pause selected software obtained by the Customer, without having to give any reasons, mostly in case of abusing and violating contractual terms and obligations.
- 4.10. Customer is responsible for the data entered at registration.
- 4.11. Customer is allowed to cancel his account at any time without any reason and without penalty.
- 4.12. Customer is responsible for payment of taxes and other charges in his country.
- 4.13. Customer is obliged to monitor all changes in these General terms and conditions and all changes are directly binding for him without any his approval.
- 4.14. Provider is entitled to blocked or cancel Customer's account in Provider's system in the event of any breach or any suspected of breach of the Agreement (this General terms and conditions) without notice. In that case Provider is entitled to ask for damages and lost profits.

## Payment/License Fee

- 5.1. For Software licensed on a payment or subscription basis, the following terms apply, unless Provider notifies you otherwise in writing.
- 5.2. Customer can choose one of three available packages, including Free program, Quarterly program and Monthly program.
- 5.3. Provider has the right for the remuneration in accordance to this Agreement.
- 5.4. Detail information about available programs, including current prices are published on Provider's website and are continually updated.
- 5.5. Customer's payments are processing *via* Paddle; by valid credit card or valid debit card, or another online payment method, *such as PayPal*.
- 5.6. If Customer's payment and registration information is not accurate, current and complete, and he doesn't not notify us promptly when such information changes, Provider may immediately suspend or terminate your account, terminate your license and refuse any further use of the Software.
- 5.7. Additional cancellation or renewal terms may be provided to you on the website for the Software.
- 5.8. Provider will not be entitled to refund the License fee if the Agreement is terminated even without the use of the Software.

## Privacy

- 6.1. Provider is entitled to collect, process and store person related data relating to the Customer, while respecting the current data protection regulations according to law.
- 6.2. Provider is also entitled to pass on such data that the Customer has deposited in the Provider system to external service providers for the purpose of validating address and data as well as for the purpose of remuneration, while respecting the current data protection regulations according to law.

- 6.3. The stored data will exclusively be used for handling the Agreement concluded between the parties. They will not be used for other purposes, e.g. for advertising or market research. After the Agreement has been completely fulfilled the contract partner's data will be blocked and permanently deleted after the end of the legal deadline. After that the data is no longer available for use.

## Cancellation

- 7.1. The Agreement can be cancelled by either contract partner anytime.
- 7.2. The cancellation notification by the Provider can be done in writing form (original letter, by fax or by email). The cancellation by Provider does not require a written form and can also be sent by e-mail. The cancellation notice is 5 days from delivering to the other party.
- 7.3. The cancellation notification by the Customer can be done also in Customer's account by click on the „Delete account“ after the special password by the Customer is entered.
- 7.4. The cancellation of this Agreement from the Customer's side is possible only in case, that the Customer has no debts to Provider.
- 7.5. Provider shall be entitled to withdrawn of this Agreement in the event when
- 7.5.1. The Customer breaches any of its obligations laid down in this Agreement.
- 7.5.2. The Customer does not fulfill its any obligation specified in this Agreement or not according to this Agreement.
- 7.6. Customer shall be entitled to withdrawn of this Agreement in the event when
- 7.6.1. Provider after written notice (original letter or by fax ) and provided an additional period of 15 days is not fulfilling its obligations according to this Agreement
- 7.7. In the case of withdrawn of this Agreement from Customer's or Provider's side, the Agreement is canceled at the moment of delivering this notice of withdrawn.
- 7.8. Claims for damages and contractual penalties remain unaffected hereof.

## Confidentiality

- 8.1. In this Clause "Confidentiality" means in relation to Provider, information (whether in oral, written or electronic form) belonging or relating to Provider, its business affairs or activities which is not in the public domain and which: (i) Provider has marked as confidential or proprietary, (ii) Provider, orally or in writing has advised you, or (iii) due to its character or nature, a reasonable person in a like position to the recipient of such information under this Agreement, and under like circumstances, would treat as confidential. For the avoidance of doubt, "Confidential Information" shall include the terms of this Agreement, information about the Services and the technical formulae and processes, product designs, audit results, sales, cost and other unpublished financial information, product and business plans, projections, and marketing and promotional data.

- 8.2. Provider undertakes to keep confidential and not open to the public and to third parties any information about Customers, their earnings and any Customer's activities related to Provider except if this information is requested by law.
- 8.3. Provider also undertakes to keep confidential and not to publish to public all email communication and other communication with the Customer except if this communication is requested by law or is determined to employee of Provider or lawyer of Provider, accountants and other person of Provider who are obliged to keep the confidentiality according to law.
- 8.4. The Customer shall maintain the confidentiality of Provider's Confidential Information and shall not, without the prior written consent of Provider, use, disclose, copy or modify Provider's Confidential Information (or permit others to do so) other than as necessary for the performance of Customer's rights and obligations under this Agreement.
- 8.5. The provisions of this clause shall not apply to information which: (i) is or comes into the public domain through no fault of the recipient, its officers, employees, agents or contractors; (ii) is lawfully received from a third party free of any obligation of confidence at the time of its disclosure; or (iii) is independently developed by the Customer, his officers, employees, agents or contractors, as evidenced by written documents or records.
- 8.6. In the event that the Customer is required by law, stock exchange, regulatory body, court or governmental order to disclose Confidential Information, then the Customer shall, prior to any disclosure notify Provider.
- 8.7. The Customer shall not make any public statement, issue any press release or make or release any other type of announcement or statement relating to the existence of this Agreement without the prior written approval of Provider
- 8.8. The Customer shall administer and protect Provider's Confidential Information with at least the same degree of care used to administer and protect his own Confidential Information, and in any event, with no less than reasonable care.

## **Export restrictions**

- 9.1. You acknowledge that Provider's website, the Software, and the underlying software may include technical data subject to restrictions under export control laws and regulations administered by governmental authorities. Customer agrees that he will comply with these laws and regulations, and will not export or re-export the Software, or any part of the Software, in violation of these laws and regulations, directly or indirectly.

## **Intellectual property**

- 10.1. By entering into this Agreement the Customer acknowledges Provider's intellectual property rights over the service and undertakes not to modify, adapt, translate, decompile, decode, disassemble the service or not to attempt to extract the source code

in other way, or not to create or attempt to create a substitute or similar service or product by using or accessing the service or proprietary information correlated to the service. The Customer undertakes not to remove, hide or change notices concerning copyright, commercial brands or other notices concerning Provider's proprietary rights

## **Force majeure**

- 11.1. Provider shall not be liable for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, earthquake, flood, fire, storm or other act of God, act of terrorism, labor condition, or power failure. Thus Provider is not liable for resulting interruptions, respectively destruction of data.

## **Notice**

- 12.1. Except as expressly stated herein to the contrary, any notice, consent or other communication required or permitted hereunder will be in writing and shall be given or shall be served by email or by prepaid registered letter or overnight delivery sent through the post to the intended recipient's address under this Agreement.
- 12.2. All notices required or permitted under this Agreement shall be deemed validly given (unless proved otherwise) 2 days after the deposit with a duly stamped letter; the next day for overnight courier service; or the day of facsimile transmission with printed confirmation of transmission, with the original sent via recorded delivery.

## **Waiver**

- 13.1. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

## **Severability**

- 14.1. In the event any provision of this General terms and conditions / Agreement is found to be unenforceable, void, invalid or unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and, as so modified, this Agreement shall remain in full force and effect. The same principle applies with respect to any gap of the Agreement. Such gap shall be discontinued by provision which comes closest to the parties' intent and economical interests.

## Entire Agreement

- 15.1. These General Terms and Conditions and anything expressly incorporated herein, contain all the terms agreed between the parties regarding the subject matter of this Agreement and supersede and exclude any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the subject matter herein.

## Equitable relief

- 16.1. The Customer acknowledge and agree that a breach of the terms of this Agreement may result in irreparable and continuing damage to Provider for which there may be no adequate remedy at law, and that in the event of such breach, Provider shall be entitled to apply for injunctive relief and/or a decree for specific performance and such other and further relief as may be appropriate.

## Variation; Amendments

- 17.1. Provider may change the terms of this General terms and conditions from time to time. Upon any such change, Provider will post the amended terms in the Provider's website : [www.autobetting.com](http://www.autobetting.com). The amended terms shall automatically become effective immediately after they are initially posted in the Provider's website and any use of the Provider's programs after such date shall be subject to the amended terms. Provider may also change or discontinue the Software, in whole or in part, including but not limited to, any feature or aspect of the Software, Internet based services, pricing, technical support options, and other product-related policies. This Agreement may not otherwise be amended, except in writing signed by both parties. Customer's continued use of the Provider's software after the posting of the amended terms in the Provider's website constitutes Customer's acknowledgement of the terms and its modifications and his agreement to abide by and be bound by this Agreement, as amended. Please therefore check the Provider's website regularly.

## Language

- 18.1. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall prevail. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

## Warranty

- 19.1. Customer's use of the software and content accessible through the software is entirely at his own risk. The software is provided "as is" according to applicable law, Provider and its third party service or data providers, licensors, distributors or supplies.
- 19.2. Provider do not warrant that software is secure, free from bugs, viruses, interruption, errors, theft or destruction.
- 19.3. Customer has the right, within two years from the conclusion of this Agreement, to claim an error that occurred in connection with the Software provided, for longer than 48 hours in previous 5 days.
- 19.4. Provider is not liable, if the Software are not available to Customer due to facts for which the Provider is not responsible.
- 19.5. The time limit for claiming a claim is 14 days or less from the day when Customer discovered or found the error. The Customer is entitled to claim the claim by e-mail sent to: support@autobetting.com
- 19.6. If the Error persists for more than 7 days, the Administrator is entitled to back out of this Agreement and is entitled to a refund of the paid License Fee.

## **Governing law; Jurisdiction**

- 20.1. This Agreement shall be governed by the laws of the state of Marshall Islands without reference to its choice of law rules. The parties agree that the forum for dispute resolution under this Agreement shall be located exclusively in the state of Marshall Islands.

## **Dispute**

- 21.1. The parties shall endeavor to resolve all disputes or differences which shall at any time after the date of this Agreement arise between the parties in respect of the construction or effect of this Agreement or the rights duties and liabilities of the parties under this Agreement or any matter or event connected with or arising out of this Agreement (the "Dispute"). In the event of any Dispute, where provision for the resolution is not otherwise expressly set forth in this contact, the business representatives of the parties shall engage in good faith negotiations to resolve such Dispute.

## **General provision**

- 22.1. References to each party herein include references to its successors in title, permitted assigns and novatees.
- 22.2. In the case that Customer is not satisfied with the services from Provider or disagrees with some of the points in this Agreement or its amendments, for the Customer is the only solution to the annulment of Customer program and his account to cancel this Agreement after settlement of all debts.

- 22.3. The parties are independent suppliers with no partnership or employment relationship between them.
- 22.4. This Agreement shall become valid and effective as of the day of registering the Customer in Provider's system and accepting this General terms and conditions for the Customer side on the Provider's website and in Provider's system (by click on "REGISTER" on Provider's website); it shall be concluded for an infinite period.
- 22.5. The parties to the Agreement declare that they have read provisions hereof carefully, understood them congruently, that the Agreement expresses their free and earnest will and has not been concluded in distress or under unilaterally notably unfavorable conditions.