

TERMS OF USE

THESE TERMS OF USE contain important information and ARE legally binding - please read THEM carefully.

1. INFORMATION ABOUT US

We are Better United B.V, a company registered in The Netherlands with company number 84428740 and have our registered office at Weteringschans 79, 1017 RX Amsterdam The Netherlands. We operate the Better United application on the Google Play and Apple App Store.

2. Application of these TERMS OF USE

2.1 These terms of use (**Terms**) govern your use of our service.

2.2 Please read these Terms carefully before you start to use our service. By using our service you indicate that you accept these Terms and that you agree to abide by them. If you register for a membership account on our service or when you download the app, you will be asked to tick a box to indicate that you accept these Terms. If you do not agree to these Terms, please do not use our service.

2.3 We process information about you in accordance with our Privacy & Cookie Policy, which forms part of these Terms. You can review our Privacy & Cookie Policy [here](#)

2.4 These Terms form a binding agreement between you and us. We recommend that you print a copy of these Terms for future reference.

3. Over 24 & location

3.1 Our service is for users who are 24 years old or over. If you are not 24 years old or over you must not use our service.

3.2 You may not use our service if it would be unlawful to do so in the country where you are situated.

4. Links and integrations from our service

4.1 Our service contains links to and/or integrates with services, websites and apps provided by third parties (including third party gambling operators (**Bookmakers**)). We have no control over the contents of those services, websites or apps, and we are not responsible for the content, security, practices or privacy policies employed by them. Those third parties may collect data or solicit personal information from you. We are not responsible for the collection, use or disclosure of any information those services may collect. Accessing any other service, website or app from our service is at your own risk.

4.2 You may be required to register and/or log-in to third party services separately to enable integrated functionality and/or to place bets with Bookmakers.

4.3 Our service provides information about odds offered by different Bookmakers on different sporting events. You may be able to open a pre-filled betslip via our service but all bets are between you and the Bookmakers only and bets will be governed by that Bookmakers' terms and conditions.

4.4 We do not act as, or hold ourselves out as, a bookmaker or betting operator. We are not, and will not under any circumstances be, a party to any bets.

4.5 It is your responsibility to open an account with the relevant Bookmaker before placing a bet and to satisfy yourself of the Bookmaker's identity, suitability and creditworthiness.

4.6 Displaying the odds offered by Bookmakers on our service and/or linking to or integrating with Bookmakers (or any other third party) via our service does not indicate any recommendation, endorsement or approval of the Bookmakers (or other third parties).

4.7 You are solely responsible for the management and maintenance of your Bookmaker accounts. You are solely responsible for ensuring that you comply with all terms and conditions you have agreed with the Bookmaker.

4.8 We do not have any control over whether Bookmakers accept bets, declares bets void or make payments to you following execution of a bet. We therefore have no liability or responsibility to you in respect of Bookmakers' failure to pay any sums to you. You accept that you may lose money on bets and that you bear full responsibility for the bets you execute with Bookmakers.

5. Reliance on information on our service

5.1 This section also applies to content and information we post on our social media accounts, such as Facebook, Twitter, Google+, TikTok, Instagram and YouTube (and is in addition to the terms and conditions of those social media platforms) and references to "our service" in this section will include our official social media accounts.

5.2 You acknowledge that information provided on our service is not intended to amount to advice, recommendation or other guidance relating to betting, Bookmakers or otherwise on which you should rely.

5.3 Our service may allow users to post blogs, reviews and participate in forum discussions or post other content. Displaying such user generated content on our service does not indicate any recommendation, endorsement or approval of that content.

5.4 Although we make reasonable efforts to update the information on our service, some of it is supplied to us by third parties (including user generated content) and we are unable to verify it. You should separately verify the accuracy of any information displayed on our service before relying on it. Any reliance you place on information and tips from our service (including our betting school service) is at your own risk.

5.5 In particular, although we use reasonable care to ensure that the odds, promotions and offers displayed on our service are accurate, we cannot guarantee that in all cases they will be so or that such odds, promotions and offers will be available to you when you come to execute a bet with a Bookmaker and we will not be responsible for any loss you suffer as a result of your choice to place a bet with any bookmaker whose odds, promotions and offers are displayed on our service. You are responsible for checking and verifying the odds, promotions and offers offered by a Bookmaker before placing a bet with that Bookmaker.

6. REGISTERED USERS

6.1 In order to access certain features of our service, you may be asked to register with us by providing a valid email and selecting a user name for identification purposes. You must not use any user name that violates our user content policy set out below, or any other operating terms on our service. Please select your user name carefully as you are not allowed to change it once you have registered.

6.2 You agree to disclose true and complete information during the account registration process, and to update your information promptly in the event that it changes.

6.3 The decision to register you as a member of our service is at our discretion.

6.4 You are only allowed to register for one account. If we suspect that you have registered a second account, we may suspend either or both accounts while we investigate the issue.

6.5 You will be responsible for all activities which occur under your account on our service (**your account**). It is your responsibility to keep your account safe and secure. You must not share your account details (including your password) with anyone and always ensure that your computer and any devices with the app installed are securely locked when not in your possession.

6.6 We will not be responsible for any loss or damage resulting from your failure to keep your account details confidential. You may not use another person's account at any time without the express permission of the account holder.

6.7 You must immediately notify us of any unauthorised use of your account or any other breach of security.

6.8 You may delete your account through the Members Area of our service at any time. If you delete your account you may not be able to open another account for 12 months.

6.9 We may delete your account where we reasonably believe that your account is inactive, for example, if you have not logged into your account for 3 months or more. We will use reasonable endeavours to contact you via your registered email address before deleting your account. We may also delete your account or suspend access to your account if you have, or if we reasonably believe that you have, breached these Terms.

7. Acceptable use policy

7.1 You agree to use our service only for your own personal, non-commercial use and lawful purposes.

7.2 You may not use our service:

7.2.1 in any way that breaches any applicable local, national or international law or regulation;

7.2.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

7.2.3 for the purpose of harming or attempting to harm minors in any way;

7.2.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below;

7.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or

7.2.6 to knowingly send, upload or otherwise transmit any data or other material that contains viruses, Trojan horses, worms, time-bombs, 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.

7.3 You also agree not to access without our consent, interfere with, hack into, damage or disrupt:

7.3.1 any part of our service;

7.3.2 any equipment or network on which we store our service;

7.3.3 any software used in the provision of our service; or

7.3.4 any equipment or network or software owned or used by any third party in the provision of our service.

8. User Content Policy

8.1 Whenever you make use of a feature that allows you to upload material to our service, or to make contact with other users of our service, you must comply with this section. You undertake that any such contribution complies with the standard set out in this section.

8.2 Our service may offer opportunities for you to transmit messages to other users, contribute to forum discussions, post reviews and post blogs to our services (**Message Features**).

8.3 We will do our best to assess any possible risks for users from third parties when they use any Message Features provided on our service, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Message Features we provide on our service, and we expressly exclude our liability for any loss or damage arising from the use of any Message Features by a user in contravention of our content standards, whether the service is moderated or not.

8.4 You must use Message Features in a responsible manner, and are solely responsible for any content you transmit. You must not transmit any content in connection with any Message Feature that:

8.4.1 imposes an unreasonable or disproportionately large load on our service's infrastructure, or otherwise adversely affects, restricts or inhibits any other user from using and enjoying our service;

8.4.2 is threatening, abusive, libellous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;

8.4.3 promotes violence;

8.4.4 promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

8.4.5 constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law;

8.4.6 violates, plagiarises or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;

8.4.7 breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

8.4.8 contains any information, software or other material of a commercial nature;

8.4.9 contains advertising, promotions or commercial solicitations of any kind;

8.4.10 will be likely to harass, upset, embarrass, alarm or annoy any other person;

8.4.11 constitutes or contains false or misleading indications of origin or statements of fact;

8.4.12 is used to impersonate any person, or to misrepresent your identity or affiliation with any person (including giving the impression that such message emanates from us);

8.4.13 contains material irrelevant to the subject matter of the Message Feature; or

8.4.14 contains any virus, Trojan horse, worm, time bomb, cancelbot or other similar harmful programming routine.

8.5 We will determine, in our discretion, whether there has been a breach of our acceptable use policy or user content policy through your use of our service.

8.6 Failure to comply with our acceptable use policy or our user content policy constitutes a material breach of these Terms, and may result in our taking all or any of the following actions:

8.6.1 immediate, temporary or permanent withdrawal of your right to use our service;

8.6.2 immediate, temporary or permanent removal or editing of any posting or material uploaded by you to our service;

8.6.3 issue of a warning to you;

8.6.4 legal proceedings against you; and

8.6.5 disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

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

8.8 Content which is submitted to our service may be accessed by the public generally and may be shared on social media platforms. By signing up to our site you agree to such access and sharing.

8.9 You will be responsible for any losses, expenses and other costs we incur which are caused by your intentional, reckless or negligent non-compliance with any of the restrictions on your use of our service set out in our acceptable use policy and user content policy.

9. Intellectual Property Rights

9.1 We are the owner or the licensee of all intellectual property rights in our service (which includes the material published on it) which are protected by copyright laws and treaties. All rights are reserved to us and our licensors. Save as expressly set out in these Terms, you are not granted any rights in or to our service.

9.2 You may use our services for personal, non-commercial use, subject to your compliance with these Terms. No copying or distribution of our service for any commercial or business purpose is permitted without our prior written consent.

9.3 Better United and Better-united.com is a trade mark belonging to or controlled by us and which may be registered in certain jurisdictions. All other trademarks used on our service are the property of their respective owners. You may not use any trade marks on our service without our or the relevant third-party owner's consent.

9.4 If you use our service in breach of these Terms, your right to use our service will cease and you must immediately stop using our service and delete any copies of our service that you have in your control or possession.

9.5 You retain ownership of any content you post using a Message Feature. We are not responsible for any loss, theft, rights infringement or damage of any kind to or associated with any such content and you take sole responsibility for any such content that you provide to us.

9.6 By posting any content via any Message Features, you are granting to us a perpetual, royalty-free, non-exclusive, and irrevocable right and licence to reproduce, prepare derivative works based upon, distribute, perform or display such content, in whole or in part, in any form, media or technology known or hereafter developed. You waive all moral rights in such content.

9.7 You warrant that any content submitted via our service by you: (i) is your own original work or otherwise appropriately licensed by you and you have the right to make it available

for the purposes specified above; (ii) does not infringe the rights of any third party; (iii) is not defamatory or in contempt of court; and (iv) is not unlawful and does not contain any material which is obscene, offensive, hateful or inflammatory.

10. Competitions & cash prizes

From time to time, we (or selected third parties) may include votes, competitions, promotions or other offers on our service. Each shall be subject to its own express terms and may not be available in all jurisdictions.

11. DATA CHARGES

You are responsible for all charges associated accessing our service, connecting to our service or use or streaming of any content within our service. Your internet services provider and/or mobile network provider may charge you to access our service.

12. AVAILABILITY OF OUR SERVICE

12.1 Your access to our service or certain features of our service may be suspended or restricted occasionally to allow for maintenance, repairs, upgrades, or the introduction of new functionality.

12.2 Our service is provided to you free of charge and although we will use reasonable care and skill in providing our service to you, we do not guarantee that your access to our service will be uninterrupted, error-free or available all of the time. Due to the inherent nature of the internet, errors, interruptions and delays may occur to our service at any time.

13. RESPONSIBLE GAMING

While using the Better United app, you are strongly expected, encouraged and advised to be responsible and moderately participate in betting outside of our platform.

If you or someone you know is affected by or dealing with a gambling problem, you can seek help from groups such as [Loket Kansspel](#) or the [Cruks register](#).

14. LIABILITY - Please read this section carefully as it sets out our responsibility for loss or damage suffered by you in connection with our service

14.1 We will provide our service to you using reasonable care and skill and in accordance with these Terms.

14.2 If we fail to comply with these Terms, subject to the limitations set out in these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms, but we are not liable for:

14.2.1 any loss and damage which was not a foreseeable consequence of our breach of our legal obligations to you (damage and loss is foreseeable if it is obvious that it would happen or if at the time of agreement between us, both we and you knew it might happen); or

14.2.2 loss or damages which are caused by your breach of these Terms; or

14.2.3 any delay or failure by us caused by events outside our reasonable control.

14.3 We are providing our service for your personal use only. You agree not to use our service 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.

14.4 It is your responsibility to back up your data and to ensure your devices have up-to-date anti-virus software. We will not be responsible for any loss of data or damage to your devices on account of your access to, use of, or downloading our service except if this was caused intentionally or recklessly by us.

14.5 Nothing in these Terms excludes or limits our liability: (a) for death or personal injury arising from our negligence; (b) our fraud or fraudulent misrepresentation; or (c) any other matter for which it would be illegal for us to exclude liability, such as your right for our service to be provided using reasonable care and skill.

14.6 Subject to the paragraph above, you acknowledge that we are providing our service to you free of charge. Our total liability in respect of all losses suffered by you arising out of or in connection with these Terms and your use of our service, arising for any reason, will be limited to EUR 500,-.

15. VARIATION

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you.

16. JURISDICTION AND APPLICABLE LAW

16.1 These Terms, their subject matter and their formation are governed by English law and the English courts will have exclusive jurisdiction over any claim arising from, or related to, our service.

17. CONTACT US

To contact us about our service, please email us at info@better-united.com.

18. Notice regarding Apple

18.1 If you download the app from the Apple Inc. (**Apple**) app store you acknowledge that:

18.1.1 these Terms are between you and us in respect of the app (not Apple) and that we (and not Apple) are responsible for the app service and its contents;

18.1.2 you are granted a limited, non-transferrable licence to use the app on any Apple-branded product that you own or control (subject to the Usage Rules set out on the Apple app store, which you should refer to);

18.1.3 Apple is not responsible for any maintenance and support services relating to the app;

18.1.4 Apple gives no warranties whatsoever in respect of the app and we (not Apple) are responsible for the performance of the app in accordance with these Terms. In the event of any failure of the app to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the app to you (if any); and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the app;

18.1.5 we are responsible for addressing any claims or concerns you or any other third party has relating to the app (including any product liability claims, any claims that the app fails to conform to any applicable legal or regulatory requirement and any claims arising under consumer protection or similar legislation); and

18.1.6 if any third-party claims that the app or your use of the app infringes that third party's intellectual property rights we (not Apple) are responsible for the investigation, defence, settlement and discharge of any such intellectual property claim.

18.2 You warrant that you are not located in a country which is subject to a U.S. Government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and you are not listed on any U.S. Government list of prohibited or restricted parties.

18.3 You must comply with any applicable third-party terms when using the App (including those provided by Apple).

18.4 You acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of these Terms and that Apple will have the right to enforce these Terms against you as a third-party beneficiary of these Terms.