

FOOTSTOCK – GENERAL TERMS AND CONDITIONS

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1. INTRODUCTION

- 1.1 WR digital GmbH t/a Footstock ("**Footstock**", "**we**", "**us**", "**our**") is an online gaming and trading platform for football fans.
- 1.2 Footstock is licensed by the Gambling Commission of Great Britain, under Remote Operator Licence Number [000-050381-R-327882-003](#). Footstock is registered in District Court Cologne under company number HRB 90905 with registered office address am Schulberg 31, NRW, 50858 COLOGNE. VAT-ID: DE312810685.
- 1.3 Please read these terms and conditions ("**General Terms and Conditions**") carefully. They set out the basis on which you are allowed to use Footstock, which can be accessed via our website at <https://www.footstock.com/> (the "Website") and via our Android and iOS applications ("App") (together the "Service").
- 1.4 If you'd like to contact us about our General Terms and Conditions or any other matter please do so at help@footstock.com.

2. OTHER RULES THAT MAY APPLY TO YOU

- 2.1 There are other rules, which all apply to your use of our Service.
 - 2.1.1 Our [Game Rules](#) (these are the terms and conditions that govern the purchase of Player Cards from the Footstock shop, the operation of the market through which you can buy Player Cards from/sell Player Cards to other Footstock Customers, the operation of the fantasy football tournaments and the operation of our games;
 - 2.1.2 Our [Bonus Terms](#) (these are the rules that apply to any specific Bonus);
 - 2.1.3 Our [Privacy Policy](#) (this talks about how we use the information you give us or that we hold about you);
 - 2.1.4 Our [Cookie Policy](#) (this tells you about what cookies we use); and
 - 2.1.5 End User Licence Agreements (these are provided by [Apple](#) and [Google](#) and apply to your use of our App).
- 2.2 The General Terms and Conditions, Game Rules, Bonus Terms, End User Licence Agreements, Privacy Policy and Cookie Policy form the entire agreement between you

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and Footstock in respect of your use of the Service (collectively, the "Service Terms").

2.3 If there is any conflict or inconsistency between any of the documents that make up the Service Terms, the following order of precedence will apply:

2.3.1 These General Terms and Conditions;

2.3.2 The Game Rules;

2.3.3 Any Bonus Rules; and/or

2.3.4 End User Licence Agreements.

2.4 By using any part of the Service, you confirm that you are aged 18 or over and have read, understood and agreed to be bound by the Service Terms. **IF YOU DO NOT AGREE WITH ANY OF THE SERVICE TERMS YOU MUST NOT USE THE SERVICE.**

2.5 If we notify you of a material change to the Service Terms and you do not accept those changes, we will close your Account and contact you by email to arrange for any funds held in your Account to be returned to you. We will also offer you the option to sell your Player Cards on the Footstock market on your behalf and return the proceeds to you.

3. DEFINITIONS & INTERPRETATION

3.1 Where a defined term is used, it has the meaning set out below or that is given to it in the clause of these General Terms and Conditions where it was defined:

3.1.1 "Account" refers to a Footstock account held by a Footstock Customer.

3.1.2 "Bonus" means any bonus or promotion we may offer to Footstock Customers as notified to you from time to time and explained in clause 25.

3.1.3 "Bonus Funds" means any funds credited to your Account balance by Footstock as a result of participating in a Bonus or any other promotion including any coupon or other bonus funds which are not immediately withdrawable or redeemable as cash or which are subject to uncompleted wagering or other requirements.

3.1.4 "Footstock Customer" is an individual who has opened an Account on Footstock, via the Service.

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- 3.1.5 "Game(s)" means any mini, casino or other game available via our Service;
 - 3.1.6 "Inactive Account" refers to an Account where the Footstock Customer has not accessed their Account for more than twelve (12) months.
 - 3.1.7 "Payment Card" refers to all types of payment cards (but for the purpose of depositing funds in your Account it excludes credit cards).
 - 3.1.8 "Player Card" refers to the football player cards created by Footstock that can be purchased and sold via the Service and used to enter into fantasy football games or tournaments or other games available via the Service.
 - 3.1.9 "Territories" shall mean Great Britain and any other territories as permitted from time to time by Footstock.
 - 3.1.10 "Tournament" shall mean any fantasy football tournament available via our Service;
 - 3.1.11 "Transaction" shall refer to any sale or purchase of Player Cards and/or payment to enter into, and participation in, any fantasy football game or tournament or any other games via our Service.
 - 3.1.12 "User", "you" and/or "your" refers to a visitor of the Services or a Footstock Customer.
 - 3.1.13 "Winnings" refers to: (i) winnings from games and tournaments; and (ii) 'profits' from the sale of Player Cards as part of a Transaction, both of which are withdrawable.
- 3.2 All references to "including" shall mean "including without limitation".
- 3.3 All references in these General Terms and Conditions to the singular shall include the plural and vice versa.

4. WE MAY MAKE CHANGES TO THE SERVICE AND OUR SERVICE TERMS

- 4.1 We (at our discretion) may make changes to the Service (including adding or removing functionality on a temporary or permanent basis) and/or the Service Terms from time to time and at any time.

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- 4.2 If we make material changes to the Service Terms (excluding the End User Licence Agreements) we will notify you before they come into effect via email (to the email address registered to your Account), via a pop-up when you next log in to your Account or via a notification on the Website/App. We will notify you of any minor changes via email (to the email address registered to your Account). However, you are responsible for regularly reviewing the Service Terms so that you are aware of any changes.

5. HOW YOU MAY USE OUR SERVICE

- 5.1 By using our Service, you confirm and agree that you:

- 5.1.1 Are at least 18 years old or above. It is an offence to gamble if you are under the age of 18;
- 5.1.2 Are aware that it is possible to lose money as a result of using the Service and Footstock has no responsibility to you for any such loss;
- 5.1.3 Will not access or use the Service from outside the Territories and particularly in any jurisdiction in which the Services offered by us are or are likely to be illegal or might be considered unlawful by the relevant Applicable Law;
- 5.1.4 Are capable of entering into binding contracts by law;
- 5.1.5 Are a natural person;
- 5.1.6 Are using the Service for your own personal entertainment and that you are not acting on behalf of, or in conjunction with, another person or party when using our Service;
- 5.1.7 Are not directly involved in any sport, competition or league in relation to that which we offer our Services (including a professional player, official or other participant or close friend or relative of the same);
- 5.1.8 Have not self-excluded from gambling, either directly with Footstock, through the [GAMSTOP](#) service or through any other national self-exclusion scheme;
- 5.1.9 Are not depositing monies originating from criminal and/or any other illegal or unauthorised activities or conducting criminal activities whereby an Account

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is directly or indirectly involved;

- 5.1.10 Are not depositing monies through a Payment Card and/or bank account in the name of, or that belongs to, a third party and/or utilising a Payment Card and/or bank account in a territory in which betting and/or gaming is prohibited;
- 5.1.11 Are not prohibited for any reason from betting with us or from using the Service, which shall include being prohibited from betting on Footstock under the regulations of any local sporting regulator or governing body; and
- 5.1.12 Will keep your Account details up-to-date including your: first and last name, country of residence, postal address, valid email address and phone number;
- 5.1.13 Have provided information that is true, complete and correct in the registration process. Failure to do so may result in Transactions or payments being delayed, declined or payments being issued incorrectly;
- 5.1.14 Will not open more than one Account with us;
- 5.1.15 Will not, as the Footstock Customer, permit any other person to access, use, deposit money into, trade or carry out a Transaction from your Account;
- 5.1.16 Any Transactions made through the Service, where the correct account name and password of the Footstock Account have been used will be regarded as valid and having been made by you;
- 5.1.17 Will only deposit your own funds into your Account and, in particular, you will not use funds borrowed or loaned from another person or company, or any bank, credit or lending facility, to carry out Transactions on the platform or deposit money into your Account.

5.2 You must not:

- 5.2.1 Misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful:
- 5.2.2 Use any technology (including any software) which allows you to cheat:

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- 5.2.3 Use any deep-link, page-scrape, spider, robot, crawl, index, Internet agent or other automatic device, program, algorithm or technology which does the same things, to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches or monitor any portion of our Service;
 - 5.2.4 Attempt to gain unauthorised access to our Service, the server on which our Website is stored or any server, computer or database connected to our Service;
 - 5.2.5 Attack our Service via a denial-of-service attack or a distributed denial-of-service attack.
 - 5.2.6 Attempt to restrict another user of the Service from using or enjoying the Services and you must not encourage or facilitate the breach of the Service Terms by others;
 - 5.2.7 Use the Service or any illegal, fraudulent or unauthorised purpose; or
 - 5.2.8 Do anything to inaccurately imply an association or partnership between a third party and our Service or an endorsement by us of that third party.
- 5.3 By using our Service, you acknowledge and agree that you only receive a licence to use and enjoy the Player Cards and that you have no ownership or other proprietary interest or rights in any Player Card. You also agree and understand by accepting these General Terms and Conditions that Player Cards may not be bought, sold, copied, reverse engineered, decompiled, exchanged, transferred or redeemed outside of the Service and that Player Cards have no real world value. We grant you a limited, non-exclusive, non-transferable, revocable, limited licence to use and enjoy the Player Cards in connection with our Service for your individual, non-commercial, entertainment purposes only and expressly conditioned upon your compliance with these General Terms and Conditions, and for as long as we (acting reasonably) decide to make the Service available to you. If we close or suspend your account, or suspend or terminate the Service, any licence granted by Footstock to you in the Player Cards ends immediately. Unless stated otherwise, Footstock shall not be liable in any manner for the destruction, deletion, modification, impairment, hacking, or any other damage or loss of any kind caused to Player Cards, including the deletion of Player Cards upon the termination or expiration of your account or any other reasonable changes Footstock may make to the Service.

6. ACCOUNT REGISTRATION AND SOURCE OF FUNDS

6.1 To apply to open an Account, you must provide the following information:

- 6.1.1 Your date of birth (you must be 18 years of age or older);
- 6.1.2 Your forename and surname;
- 6.1.3 Your place of residence;
- 6.1.4 Your valid email address;
- 6.1.5 A username and a password of your choice (which you must keep confidential);
- 6.1.6 Payment card details;
- 6.1.7 Any other information described elsewhere in the Service Terms or otherwise requested by us at the time of opening the Account or subsequently.

6.2 You will not be able to deposit any funds into your Account, access any free-to-play versions of any of our games or participate in any fantasy football game or tournament or any other game available on the Website or App using your own money or any Bonus Funds until we have verified your age and identity. If your verification cannot be completed to the satisfaction of Footstock, your Account will be suspended, and no Transactions will be permitted, until such verification has been satisfactorily completed.

6.3 When applying to become a Footstock Customer, we may use a third party service provider to, verify that you are the age that you say you are and that you are who you say you are and carry out any other checks and confirmations that we reasonably consider to be necessary in the circumstances, for example in relation to whether you have previously self-excluded from gambling. We reserve the right at any time to require you to provide us or the relevant third party with additional proof of age, identity and/or address, including:

- 6.3.1 Your passport or national identity card; and/or
- 6.3.2 Your driving licence; and/or
- 6.3.3 A recent utility bill from your current residential address;
- 6.3.4 Other reasonable documentation in order to confirm the information provided to us is correct.

6.4 As a regulated business, we are also under a legal and regulatory obligation to do checks on our customers when certain thresholds are reached or we otherwise determine that it is necessary to do so in order to comply with our legal or regulatory obligations. These checks may include us asking you for information about your source of wealth and/or the source of the funds you have used in connection with the Service.

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In order to do this, we may need to ask you to provide further information including:

- 6.4.1 Proof of your earnings including: 3 months' payslips or evidence of receipt by you of director remuneration, dividends or pension payments;
 - 6.4.2 Proof of income including: a copy of your most recent tax return, a copy of a trust deed showing a consistent entitlement to funds from the trust or bank statements showing funds recently won from another gambling company;
 - 6.4.3 Proof of your source of wealth including: evidence of the sale of a company or other asset(s) including any property;
 - 6.4.4 Proof of your source of funds including: bank statement(s) showing at least 3 months' of consistent income from a legitimate source, sufficient to support the amount of money you are spending with us;
 - 6.4.5 Other documentary evidence proving that you can afford to spend the amount of money you have spent or are spending with us.
- 6.5 If we ask you to provide any of the above information, you will need to provide us with clear, scanned copies of the relevant documents. The documents will need to be emailed to us at: compliance@footstock.com.
- 6.6 If we are not satisfied with any documents provided to us or you fail to respond to our request we may suspend or terminate your Account. We reserve the right to pass on any information we deem necessary to the relevant authorities.
- 6.7 For more details, please refer to our [anti-money laundering policy](#).
- 6.8 You acknowledge and agree that Footstock has no obligation to accept and register you as a Footstock Customer.

7. PASSWORD AND ACCOUNT SECURITY

- 7.1 You shall keep your username and password for your Account safe and confidential and not allow any third party to use your Account.
- 7.2 You shall change your password every 4-6 months in a non-repeating pattern.
- 7.3 Please contact us immediately (by e-mail, where possible) if you have lost or forgotten your Account details or if you believe that your Account information is being misused by a third party so that we may suspend your Account to prevent further misuse.

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8. MAKING DEPOSITS & WITHDRAWALS

- 8.1 Except where we have credited monies to your Account as part of a promotion or friend referral, you must deposit monies into your Account to participate in any real money Transactions available via the Service. Details on how to [deposit](#) and [withdraw](#) money to and from your Account can be found on our Service.
- 8.2 Footstock Customers can only make deposits and withdrawals from their Account in Pounds Sterling GBP ("GBP") or Euros ("EURO"). Any currency conversion charges will be borne by the Footstock Customer.
- 8.3 In accordance with our regulatory obligations, we do not accept deposits using credit cards whether directly, or indirectly via an electronic service provider or eWallet. We will only accept Payment Cards. Cash, cheques or bank drafts will not be accepted by us.
- 8.4 The minimum Account deposit for a Transaction is currently £0.01. It is your responsibility to maintain sufficient funds in your Account, and to place your Transactions accordingly. If you try to place a Transaction and you do not have sufficient funds in your Account, the Transaction will fail and if you were trying to purchase a card from another player, that card will become available to other players to purchase. If any Transaction is inadvertently accepted where your Account does not have sufficient funds to cover the whole of the Transaction, we may either:
- 8.4.1 Cancel the Transaction and credit the funds back to your Account; or
 - 8.4.2 Accept the Transaction and require you to pay the shortfall.
- 8.5 Funds may be withdrawn from your Account by you at any time provided that:
- 8.5.1 The credit balance on the Account is not tournament credit (which cannot be redeemed in cash, is not withdrawable and may only be used to pay for Tournament buy-ins) or an amount credited by us to your Account as part of any Bonus in relation to which wagering requirements still apply) or credited to your Account for any other reason (for example, a Free-To-Play Coupon);
 - 8.5.2 You have provided us with satisfactory documents in response to any request(s) we have made under clause 6.3 and/or clause 6.4 above; and
 - 8.5.3 You have complied in all material respects with the Service Terms.
- 8.6 We shall not charge you for deposits or withdrawals, although we advise you to check with your payment service provider whether they will impose any levy or charges on

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such transactions.

- 8.7 If there is a mismatch between your name and address used for your Account, and the name and address associated with any Payment Card we reserve the right to void all Transactions conducted with such Payment Card and take any other further action we believe is necessary to comply with these General Terms and Conditions and / or our legal or regulatory obligations.
- 8.8 It is your responsibility to provide us with any changes to your personal or Payment Card details promptly. Failure to do so may result in your deposits or withdrawals being declined by your bank or by us and you may incur charges as a result. If we incur any bank charges in connection with any of the Transactions made through your Account, you will reimburse us and we shall be entitled to deduct or offset any such bank charges from any amounts payable to you, or from your Account, as the case may be.
- 8.9 As well as informing your bank or other Payment Card provider, please inform us as soon as is possible should your Payment Card be lost or stolen.
- 8.10 You (and not us) are responsible for reporting or declaring any funds withdrawn, including any winnings, if such reporting is required by local law, tax or other authorities.
- 8.11 We reserve the right at any time set off any amount on deposit in your Account against any amounts owed by you to us.
- 8.12 The minimum withdrawal amount for Payment Cards is £15 or (if less) the full Account balance. The maximum daily withdrawal amount is £5,000 per Payment Card and the maximum monthly amount is £50,000 per Payment Card. These amounts are imposed by our payment processor. If you have any queries about this, please contact us by e-mail.

9. TRANSACTIONS VIA OUR SERVICE

- 9.1 It is your responsibility to read these General Terms and Conditions and the Game Rules carefully to understand the terminology used in relation to Transactions involving our Service. As explained in clause 4.1, the Game Rules can change periodically. If you have any queries relating to the Game Rules or are at all unsure about any aspect of the Service, please get in touch with us in accordance with the provisions in clause 24 below. We cannot accept any responsibility if you carry out a Transaction in circumstances where you do not fully understand any of the terms

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involved or how the Transaction or the Service is operated.

- 9.2 Except for orders placed for the sale or purchase of a Player Card in the Footstock market, all other Transactions are offers until such time as they are accepted by Footstock and such transactions are not accepted by Footstock until the corresponding value is deducted from your Account balance and the Transaction is recorded in our servers. Orders placed for the sale or purchase of a Player Card in the Footstock market are not accepted until the order is accepted by another Footstock user and the sale/purchase is executed. Any order for the sale or purchase of any Player Card may be matched and executed, or voided or cancelled by us before it is executed, and we may accept or refuse to accept any other Transaction that you attempt to place, at any time and for any reason.
- 9.3 If a Transaction is made using a Payment Card, the funds must first be credited to the Account before a Transaction can be placed. If for any reason the funds are not deposited in the Account or we are unable to determine whether the funds are deposited in the Account for any reason in advance of placing the Transaction the Transaction shall be voided unless we communicate otherwise.
- 9.4 Each Transaction is considered a separate Transaction. Information on whether a Transaction has been accepted or declined will be available in the 'Transaction History' of the relevant Account. You must verify for yourself that the details of the Transaction are correct and accurate before the Transaction is placed. If you have put a card up for sale but you put the wrong price on the card in error or you change your mind, you can visit your 'my orders' tab and delete the sale, provided that another player has not already purchased the card. Buy orders can be deleted in the same way. Subject to Footstock's rights under clauses 10.2.4 and 17.3, all other Transactions are irrevocable once placed, and you cannot cancel them even if they were made in error.
- 9.5 Transactions must be made through our Services and not by accessing or attempting to access any API endpoint or by any other means without our explicit written approval. Any request to make a Transaction (whether by post, email or otherwise) shall not be accepted and where received will be void regardless of the outcome.
- 9.6 Any promotions made available to Footstock Customers shall be available to you at our discretion subject to any terms of such promotions made available and communicated at the time.

- 9.7 The time of a Transaction shall be the time at which the Transaction was accepted by our servers.
- 9.8 The result of a Tournament will be determined at the time of conclusion of the relevant live or virtual football match (as applicable) unless otherwise stated. In the event that: (i) the relevant live match is cancelled and does not take place at any time in the future, we will refund any buy-in fee paid by you; (ii) the relevant live match is cancelled or suspended and the same match takes place, or concludes, at a later time or on a later date, the outcome of the Tournament will be determined at the time of conclusion of the match and no refunds will be made; (iii) a decision is officially overturned in connection with the relevant live match, which changes the outcome of a Tournament, we reserve the right to change the outcome of the Tournament to reflect the overturned decision within one hour after conclusion of the match and no refunds will be made (our decision shall be final and your Account shall be updated to reflect the adjusted outcome) After one hour, the results of the Tournament will be final even if any decision in connection with the match is officially overturned after that time. Footstock does not recognise protests in connection with any matches unless a decision which changes the outcome of a Tournament is officially overturned.
- 9.9 You fully accept and agree that random number generator ("RNG") software will determine (i) the content of packs purchased via the Footstock Shop, (ii) the outcome of any Tournament in relation to which the relevant football match is a virtual football match; and (iii) the outcome of any randomly generated events required in the Games.

Buying Playing Cards from Footstock via our Service

- 9.10 You fully accept that the ability to purchase a Player Card may not be offered indefinitely. For example, we will be unable to offer a Player Card if we no longer have the rights to do so from the relevant rightsholder(s).
- 9.11 We will tell you in advance what the payment will be for all purchases of Player Cards. When you confirm an order by pressing 'Pay Now' (or similar wording) this will commence the download of the Player Card and, unless we agree otherwise, you cannot cancel your purchase after this point.
- 9.12 From time to time, we may trade in the market to stimulate market activity, provide more trading opportunities to Footstock Customers and improve liquidity. In such circumstances, we will offer you the ability to transact with Footstock directly rather than another Footstock Customer via our Service (as set out in clause 9.13 and clause

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9.14).

Transactions of Playing Cards with other Footstock Customers via our Service

- 9.13 Footstock allows Footstock Customers to buy and sell Player Cards with another Footstock Customer via our Service. While Footstock as a service provider helps facilitate Transactions that are carried out on its Service, Footstock is neither the buyer nor the seller of these Player Cards in such an event (except as set out in clause 9.12 above). Footstock provides a service for Footstock Customers to negotiate and complete transactions between each other. Footstock is not a party to the contract where the sale/purchase of Player Cards is concluded between two Footstock Customers nor does it assume any responsibility arising out of or in connection with such contract.
- 9.14 You can amend the price of a Player Card you wish to sell to another Footstock Customer or decide you no longer wish to sell a Player Card via the Service right up until the point when another Footstock Customer accepts your offer for the Player Card. An offer is accepted when a Footstock Customer clicks 'Pay Now' (or similar wording). At that point, the delivery of the Player Card has started and cannot be cancelled by you.
- 9.15 By placing a Transaction, you confirm that you:
- 9.15.1 Are not precluded from betting by any third party terms including employment contracts;
 - 9.15.2 Do not know the outcome of such Transaction; and
 - 9.15.3 Are prepared to accept the loss of the money and the value of any Player Card with which the Transaction has been made.
- 9.16 Breach of any term under this clause 9 is a material breach of these terms and may lead to the voiding of a Transaction placed while such breach is continuing.
- 9.17 We may charge a transaction fee of up to 5% of any Transactions placed by a Footstock Customer selling a Player Card to another Footstock Customer. We may also charge a fee of up to 5% on any Transaction placed by a Footstock Customer who wishes to participate in a tournament.

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10. POTENTIALLY FRAUDULENT TRANSACTIONS

10.1 We monitor the Transaction activity on our Service closely and we, or third party service providers, may use technology to spot patterns and transactions which may be fraudulent or in contravention of these General Terms and Conditions. Some examples of the types of transactions we might consider suspicious and that we would consider to be a breach of the Service Terms include:

- 10.1.1 Unusual frequency and/or pattern of Transactions within a short period;
- 10.1.2 Where the circumstances of transactions suggest that you did not make the Transactions personally or that the Transactions were made robotically or on the basis of any software or other tool designed to place you at an advantage compared to other Footstock Customers;
- 10.1.3 Where a Footstock Customer is reasonably believed to have gained special knowledge or advantage under or in connection with a Transaction through (including through any connection with any of the players, officials or other related parties involved in the relevant sport);
- 10.1.4 Where we reasonably form the opinion that you have created or gained access to (or control over) multiple Accounts with the intention of concealing your pattern of transactions or for any other reason;
- 10.1.5 Where we reasonably form the opinion that you are not acting on your own behalf;
- 10.1.6 Where a Transaction has been made in a location other than the one you claim to have made your transaction from;
- 10.1.7 Where we form the opinion that the circumstances of a user to user Transaction are unusually unfavourable to one party and unusually favourable to the other party.

For clarity, all of the above examples are strictly prohibited under these Service Terms and any such acts (or knowledge of such acts that are not reported to us) may lead to your Account being suspended or terminated in accordance with these Service Terms and we reserve the right to void any related Transactions.

10.2 In the event of a breach, or a suspected breach, of any of the Service Terms by you, we may at our sole discretion:

- 10.2.1 Investigate the matter and you agree that you shall assist us in any investigation that we or any other regulatory authority undertakes in respect of any breach or suspected breach of the Service Terms;
- 10.2.2 Require you to demonstrate that your Transaction activity was not in contravention of the Service Terms;

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- 10.2.3 Suspend your Account, deny access to your Account and/or withhold payment of any funds held by us pending the completion of our investigations (such investigations not to be unreasonably delayed);
 - 10.2.4 On completion of any investigation which does not find in your favour: (i) continue to suspend or deny access to your Account; (ii) close your Account; (iii) void and reverse any Transaction or series of Transactions that we consider relevant and there will be no obligation on Footstock to pay any sums to you which might otherwise have been payable in respect of any Transaction you carried out; (iv) withhold payment of any funds; (v) cancel any orders made by you for the sale or purchase of Player Cards that have not yet been accepted by another Footstock user; (vi) void any other Transactions; (vii) and/or cancel any related Player Cards;
 - 10.2.5 refer the matter to the police, crime prevention bodies, guardians, and/or family members, or any appropriate regulatory authority.
- 10.3 You agree that we shall not be liable for any losses you incur as a result of these investigations or any action taken by us in accordance with clause 10.2, including as a result that the value of your portfolio decreases during the period of any investigation in which your Account is inaccessible.
- 10.4 We shall recover from you any losses suffered by us due to suspicious transactions undertaken on your Account, without prejudice to any legal remedies we shall have and to the fullest extent permitted by law.

11. WINNINGS & SETTLEMENT OF TRANSACTIONS

- 11.1 Winnings will generally be credited to your Account within an hour.
- 11.2 All payments made to you as part of a withdrawal of funds from your Account will be made to the latest Payment Card used to deposit monies with us (unless we agree to make payments to another Payment Card that you have used to deposit funds into your Account) within 10 working days.
- 11.3 Results of your Transactions will be as published and confirmed by us instantaneously on the Service. We may also send you a notification email to the email address you provided at the time of opening your Account.

12. CUSTOMERS' FUNDS

- 12.1 We are required under the terms of our licence to inform you about what happens to funds which we hold on account for you, and the extent to which funds are protected in the event of insolvency, according to the Gambling Commission of Great Britain's

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rating system (which can be seen at

<http://www.gamblingcommission.gov.uk/for-the-public/Your-rights/Protection-of-customer-funds.aspx>).

- 12.2 We hold customer funds in bank accounts separate from Footstock's business accounts. These funds are not protected in the event of insolvency. This meets the Gambling Commission's requirements for the segregation of customer funds at the level: not protected.

13. SYSTEM ERRORS

- 13.1 We take appropriate steps in accordance with industry standards to ensure that no errors are made in prices offered by us through the Service or Transactions accepted. However, human and/or systems' error may occasionally result in errors.
- 13.2 Where an error in our system has affected any transactions, we shall endeavour to correct them and to void any transactions affected by such errors. The price set by us at the time of acceptance shall be applied for the refund of those transactions to your Account.
- 13.3 If for any reason, such as a result of a bug or other fault in the system, you receive a Player Card in error or notice any other erroneous outcomes, it is your responsibility to notify us of the error without delay.
- 13.4 Should funds be credited to your Account or to your Payment Card's account in error, it is your responsibility to notify us of the error without delay. Any Winnings subsequent to the error and prior to notifying us, whether linked to the error or not, shall be deemed invalid and returned to, or otherwise be reclaimable by, us.
- 13.5 Any monies which are credited to your Account, or to your Payment Card's account, or paid to you as a result of an error shall be deemed to be held by you on trust for us and shall be immediately repaid to us. Where such circumstances exist, if you have monies in your Account we may reclaim these monies from your Account. We agree that we shall use reasonable endeavours to detect any errors and inform you of any such errors relating to you, your engagement with us, or your Account, as soon as reasonably practicable.

14. CHARGE-BACKS

- 14.1 You may not, and may not attempt to, 'charge-back' or deny any of the deposits you made to your Account without our consent. You agree to reimburse us any costs we www.footstock.com

would incur as a result of you breaching this clause and if we discover that any funds used to place a Transaction are subject to any chargeback or other reversal we may at our sole discretion void any related Transaction(s) and we may withhold or delay the payment of, or forfeit any, Winnings associated with such Transaction(s).

15. FRAUD

- 15.1 We reserve the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and we may disclose such information to the relevant authorities or other relevant third parties (for example, payment service providers) as may be necessary in this regard.
- 15.2 We reserve the right to suspend or terminate any Account if we believe you are involved in fraud, money laundering and/or any other form of illegal or suspicious activities and to report such details as we reasonably consider are necessary to relevant authorities.

16. RESPONSIBLE GAMBLING

- 16.1 We take responsible gambling very seriously. We want you to enjoy using our Service and to be entertained. If you stay in control of your gambling, you will have more fun.
- 16.2 Always remember that you must only spend what you can afford and always set yourself sensible limits. We offer a range of features and services to help you stay in control – please refer to our Responsible Gambling Policy or the Responsible Gambling section of your Account for full details.
- 16.3 If you want to take a break from gambling, you can self-exclude for a minimum period of 6 months up to 7 years. During this time, you will not be able to re-open your Account. You can also close your Account permanently at any time. If you self-exclude we will close your Account and contact you by email to arrange for any funds held in your Account to be returned to you. We will also offer you the option to realise the current market value of your Player Card collection by selling your Player Cards on the Footstock market on your behalf and returning the proceeds to you.
- 16.4 If you decide to self-exclude, we encourage you to extend your self-exclusion to other gambling operators with whom you hold an account. You can activate self-exclusion in your Account or by contacting our Customer Support team at help@footstock.com.

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- 16.5 In addition to our own self-exclusion facility, we are registered with the self-exclusion service provided by the National Online Self Exclusion Scheme Limited (known as "GAMSTOP"). You can find details regarding GAMSTOP in our Responsible Gambling Policy.

17. CLOSURE AND SUSPENSION OF ACCOUNT OR SERVICE

- 17.1 Please contact us if you wish to close your Account.
- 17.2 We may terminate these General Terms and Conditions and close your Account or suspend your Account or suspend or terminate the Service and/or any part of it (including Player Cards) at any time for any reason that we deem to be reasonable.
- 17.3 If we suspend your Account or terminate the Service (including these General Terms and Conditions) and close your Account in accordance with this clause 17: (a) we will, where possible, notify you in advance of our decision by sending an email to the email address associated with your Account; and (b) other than if you self-exclude (in which case clause 16.3 above applies) and subject to clause 10.2, if we close your Account: (i) any orders for the sale or purchase of Player Cards that have not yet been accepted by another Footstock user and executed shall be cancelled; (ii) your Player Cards will be cancelled; (iii) any other Transactions that we consider relevant will be void and reversed; and (iv) any funds returned to you in your Account will be returned to you except where we consider it is necessary for us to delay or withhold the payment to you of all or some of such funds (temporarily or permanently) to comply with our legal and regulatory obligations including our anti-money laundering and fraud prevention obligations as well as in the following circumstances (in which case clause 10.2 will apply):
- 17.3.1 We know or suspect you are under the age of 18;
 - 17.3.2 We have not received satisfactory information from you (including information regarding your source of funds and source of wealth) in response to any request(s) we have made under clause 6.3 and/or clause 6.4 above;
 - 17.3.3 If there are discrepancies between the cardholder's name appearing on any Payment Card used to make a deposit and the name given to us during the registration of your Account, until such point as any discrepancy is resolved;
 - 17.3.4 If we detect any abnormalities or inconsistencies with the Payment Card or any other documentation provided by you, until such time as we are satisfied with the explanation of that abnormality or inconsistency;
 - 17.3.5 In the event we know or suspect you have been involved in any fraud, collusion, use of multiple accounts, manipulation of software, exploitation of

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- loopholes, unlawful or improper activity or any other technical forms of abuse or other behaviour which amounts to deliberate cheating;
- 17.3.6 We know or suspect you are depositing money originating from criminal or other illegal or unauthorised activities;
- 17.3.7 We know or suspect you are depositing money into your Account which belongs to a third party;
- 17.3.8 We are aware you have played at any other online gambling site or used any other online gambling services and are known or suspected of fraud, collusion or unlawful or improper activity or we know or suspect your Account has been linked to fraudulent or dishonest activity;
- 17.3.9 We know or suspect you have, or in collusion with others have, acted in an attempt to defraud us;
- 17.3.10 We are unable to verify or validate information provided by you (including your age), or if such information is false, inaccurate, misleading or incomplete;
- 17.3.11 You have "charged back" or caused a "charge back" against us or denied any of the purchases or deposits you made to your Account;
- 17.3.12 You have accessed or attempted to access your Account and/or use the Service from a location outside of the Territories;
- 17.3.13 We identify you have disguised, or interfered, or taken steps to disguise or interfere, in any way with the IP address of any Device used to access our Site (such as using a Virtual Private Network "VPN");
- 17.3.14 You have, by using a VPN or by any other means attempted to, disguised or hidden your true identity or the jurisdiction of wagering; and/or
- 17.3.15 You have not played with all or part of your deposit and you are unable to provide us with a satisfactory explanation as to why your deposit should be returned.
- 17.4 Any funds returned to you will be paid by us to the bank account(s) from which the payments made in respect of the relevant Transaction(s) were received and by the same payment method.
- 17.5 We may also be required to suspend or close your Account or the Services in order to comply with our legal or regulatory obligations or if we are requested to do so by the police, by any regulatory authority or by any court or other competent authority.
- 17.6 If your Account is suspended you will not be able to access or use it. During any period of suspension, we may further investigate the event that gave rise to the suspension. If our investigation into the event giving rise to a suspension concludes that we have the right to terminate these General Terms and Conditions and close your Account, we may do so. If the investigation into the event giving rise to a suspension determines

that the suspension on your Account should be lifted then we will remove such suspension.

18. DORMANT ACCOUNTS

- 18.1 If your Account becomes an Inactive Account, we reserve the right to close your Account.
- 18.2 Prior to closing your dormant account, we shall make reasonable efforts to contact you and return any balance on the Account to you to the last payment method used.

19. INTELLECTUAL PROPERTY IN OUR SERVICE

- 19.1 We are the owner of 'Footstock' and any other marks used by us are the trademarks, service marks and/or trademarks of Footstock, its subsidiaries or associated companies and/or its licensors. Further, all other material used by us including but not limited to the software, images, pictures, graphics, photographs, animations, videos, music, audio, text (and any intellectual property rights in and to any of the same) is owned by us and/or our licensors and is protected by copyright and/or other intellectual property rights. You obtain no rights in such copyright material or trade or service marks and must not use them without our written permission.
- 19.2 Your use of the Service (including, for the avoidance of doubt, any intellectual property and/or services we may license from third parties from time to time which forms part of the Service) is for your personal, entertainment use on a single computer only. You may not use the Services or any intellectual property contained therein for any commercial purpose.
- 19.3 We hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable right to use the software we make available to provide the Services (the 'Software') and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights therein, in connection with the Services in accordance with this Agreement. The Software is the valuable intellectual property of Footstock and/or its associated companies and/or its licensors. You obtain no rights to the Software except to use it in accordance with these Agreements. You must not: (a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise; (b) sell, assign, sublicense, transfer, distribute, lease or grant a security interest in the Software; (c) make the Software available to any third party through a computer network or otherwise; (d) export the Software to any

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country (whether by physical or electronic means); or (e) use the Software in a manner prohibited by applicable laws, regulations and/or this Agreement (together the 'Prohibited Activities').

- 19.4 Footstock does not claim any intellectual property rights relating to the name and image of any sports team, event organiser and/or player which is featured on its Service and those names and/or images are used strictly in order to provide the Services. From time to time Footstock may, however, enter into arrangements with third parties which grant Footstock the right to use certain materials on its Service.

20. TAKING RESPONSIBILITY

PLEASE READ THIS SECTION CAREFULLY AS IT SETS OUT IMPORTANT INFORMATION CONCERNING OUR RESPONSIBILITY TO YOU, AND YOUR RESPONSIBILITY TO FOOTSTOCK

- 20.1 We provide the Service on an “as is” and “as available” basis and we expressly disclaim all warranties of any kind relating to the Service and the Software, whether express or implied, including but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, non-infringement or that the Website and/or App will be without error or invulnerable to viruses, worms, or other harmful software or hardware.
- 20.2 You hereby acknowledge that the Service may be unavailable due to any number of factors including, without limitation, periodic system maintenance, scheduled or unscheduled, acts beyond our reasonable control, unauthorised access, viruses, denial of service or other attacks, technical failure of the Website and/or App, telecommunications infrastructure, or disruption, errors in our data feed and therefore we expressly disclaim any express or implied warranty regarding use of the Website and/or App and/or availability, accessibility, security or performance caused by such factors.
- 20.3 You accept that by using the Service, there is a risk that you may lose money as well as win money. You acknowledge and agree that your use of the Service is entirely at your own risk and to the maximum extent permitted by Applicable Law we do not accept any responsibility for your losses incurred in the ordinary use or in your misuse of the Service.
- 20.4 We do not accept any liability for damage and/or losses to you and/or a third party due to any:

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- 20.4.1 Of the reasons set out in clause 20.2;
 - 20.4.2 Cancellation of a football match or game for any reason;
 - 20.4.3 Criminal actions and/or collusion by you or a third party;
 - 20.4.4 Loss that you may incur as a result of misuse of usernames or passwords or from any unauthorised use of your Account, whether fraudulent or otherwise;
 - 20.4.5 Violation of the Service Terms by you;
 - 20.4.6 Loss arising from changes in prices of Player Cards;
 - 20.4.7 Loss arising as a result of any inaccuracy and/or incompleteness of the information Footstock received from its third party data provider.
- 20.5 You confirm that, we shall not be liable to you or any third party for any modification to, or suspension or discontinuance of, the Service (including as a result of any changes to gambling regulations, tax regulations, or End User Licence Agreements).
- 20.6 We shall not be liable to you in contract, tort (including negligence), breach of statutory duty or however arising for:
- 20.6.1 Loss of profit;
 - 20.6.2 Loss of business;
 - 20.6.3 Loss of reputation;
 - 20.6.4 Loss of opportunity;
 - 20.6.5 Loss or corruption of data;
 - 20.6.6 Loss of goodwill.
- 20.7 We shall not be liable to you for any indirect or consequential loss. This means that we will not be responsible for any loss or damage that was not a foreseeable result of our negligence, breach of the Service Terms, statutory duty or any other duty of care that we may owe to you irrespective of whether you have brought such potential loss to our attention or not.
- 20.8 Subject to clauses 20.4, 20.5, 20.7 and 20.11, our total aggregate liability to you in respect of all losses arising under or in connection with the Services (including in respect of all and any Transactions placed by you) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall (to the fullest extent permissible by law) in no circumstances exceed the lesser of: (i) £100; and (ii) the amount of the relevant Transaction placed by you in respect of the applicable Transaction that gave rise to the claim (if relevant).
- 20.9 Nothing in these General Terms and Conditions shall limit or exclude any liability for which it would be unlawful for us to exclude or restrict liability including death or

personal injury caused by our negligence; or our fraud or fraudulent misrepresentation.

21. **INFORMATION ABOUT YOUR ACCOUNT PRIVACY AND USE OF COOKIES**

- 21.1 The privacy of your personal data is important to us. Please see our [Privacy Policy](#); and Cookie Policy; for details of how we will process your personal data and how we use cookies and similar technologies.

22. **LINKS TO THIRD PARTY WEBSITES**

- 22.1 The Service may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such websites. We recommend you review those websites' terms and conditions and privacy policies to ensure you are happy to use them.

23. **GENERAL**

- 23.1 **Governing law and jurisdiction.** These General Terms and Conditions and any dispute or claim arising out of or in connection them or our Service (including any non-contractual disputes or claims) shall be governed by English law. The courts of England will have exclusive jurisdiction over any such dispute or claim (unless you are resident in a Member State of the European Union within the Territories). We retain the right to bring proceedings against you for breach of the Terms of Service in your country of residence or any other relevant country.
- 23.2 **Waiver.** Failure by us to insist upon strict performance of any of your obligations or to exercise any of the rights or remedies to which we are entitled shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any provision shall not constitute a waiver of any subsequent breach of that provision.
- 23.3 **Entire Agreement.** The Service Terms constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. You acknowledge that in entering into this agreement you have not relied on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) by Footstock or its representative that is not set out in our Service Terms.

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You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in our Service Terms. Nothing in this clause shall however limit or exclude any liability for fraud.

- 23.4 **Transfer of rights and obligations.** You may not transfer, assign, charge or otherwise dispose of any rights or obligations arising under or in connection with your use of the Service, without our prior written consent. You agree that we may transfer, assign, charge or otherwise dispose of any rights or obligations arising under or in connection with the Service. You also agree that we may use third parties and sub-contract our obligations provided that we remain responsible to you for the performance of these General Terms and Conditions.
- 23.5 **Severance.** If any of these General Terms and Conditions should be found to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term shall be removed and the remaining terms shall survive and remain in full force and effect and continue to be binding on and enforceable by Footstock and you.
- 23.6 **Third party rights.** A person who is not a party to these General Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these General Terms and Conditions but this section does not affect a right or remedy of a third party which exists or is available apart from that Act.
- 23.7 **Notices.** All notices given to you by us must be sent to the contact details set out in clause 1.4 and clause 24. Footstock will give notice to you via the Service or using the contact information you provided to us as part of your registration for an Account. Notice will be deemed received and properly served immediately when posted to the Service, 24 hours after an e-mail is sent, or three days after the date of posting any letter. This clause does apply to the service of legal proceedings.

24. COMPLAINTS AND DISPUTES

- 24.1 If you have any complaints or questions please contact us by emailing us at help@footstock.com. Our complaints policy is available [here](#).

25. BONUS TERMS

- 25.1 We might offer Bonuses from time to time to Footstock Customers. These will be subject to separate Bonus Terms which will be made available to you prior to you accepting any Bonus. A few examples of the types of Bonuses we offer from time to

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time are set out below.

- 25.2 Referral Bonus. When we offer this bonus it works as follows: if you 'Tell a Friend' about Footstock, and your friend opens an Account for the first time and deposits a certain amount (as specified in the referral bonus terms) into their Account (within a certain number of days of opening the Account with Footstock), we will credit an amount of tournament credit to your and your friend's Accounts in accordance with the Bonus Terms and Game Rules. You must use the tournament credit within the timeframe specified in the referral bonus terms, as amended from time to time. Tournament credit cannot be redeemed in cash, is not withdrawable and may only be used to pay for Tournament buy-ins. Each Footstock Customer will be entitled to refer a maximum number of friends (as set out in the Bonus Terms or as determined by Footstock from time to time in its sole discretion). Please see the relevant Bonus Terms for further information.
- 25.3 New Customer Bonus. When we offer this bonus it works as follows: when you first open a Footstock Account we shall give you a number of Player Cards as a welcome gift and an amount of tournament credit will automatically be credited to your Account. The number of Player Cards and the amount of tournament credit will depend on the Bonus Terms applicable at the time. You cannot sell the Player Cards gifted to you to other Footstock Customers but you may use them to enter into Tournaments. You must use the tournament credit within the timeframe specified in the bonus terms. Tournament credit cannot be redeemed in cash, is not withdrawable and may only be used to pay for Tournament buy-ins. Please see the relevant Bonus Terms for further information.
- 25.4 Deposit Bonuses. We may offer a number of different types of deposit bonus from time to time. Deposit bonuses may be awarded in tournament credit. You must use the tournament credit within the timeframe specified in the referral bonus terms, as amended from time to time. Tournament credit cannot be redeemed in cash, is not withdrawable and may only be used to pay for Tournament buy-ins. Wagering requirements may also apply to any deposit funds credited to your Account. Other restrictions may apply. Please see the relevant Bonus Terms for further information.