

Terms and Conditions

These terms and conditions ("**Terms and Conditions**") together with our Rules and Regulations, Privacy Policy and Self-Exclusion Procedure set out the legal arrangement governing your ("**you**", "**your**", "**Customer**") relationship with Arrow Wood Limited ("**we**", "**us**", or "**Arrow Wood**") and use of our online betting platform ("**the Site**"). We are a company incorporated under the laws of Curaçao with registered number 1933 and a registered office at 7 Abraham de Veerstraat, Willemstad, Curacao.

Accounts with Arrow Wood ("**Accounts**") are for Customers who wish to manage their own agents.

These Terms and Conditions set out the rules for your use of an Account, under which you may set up accounts for your agents ("**Agency Accounts**").

You will not be able to open an Account with us until you have confirmed that you agree to be bound by these Terms and Conditions as part of the registration process.

These Terms and Conditions and the other documents referred to within them set out our agreement with you (this "**Agreement**") and supersede and replace all previous terms and conditions relating to the subject matter of this Agreement.

1. STANDARD TERMS

The standard terms and conditions set out in Schedule 1 will apply to this Agreement and you agree to such standard terms and conditions.

2. YOUR ACCOUNT

1. In consideration of our accepting your application to open an Account, you represent to us (and acknowledge that we rely on these representations) as follows:
 - a. You are 18 years of age or over, of sound mind and capable of taking responsibility for your own actions and that you can enter into a legally binding agreement with us;
 - b. You agree to provide accurate registration information, including without limitation your correct date of birth and your country of residence. You agree to inform us of any changes in such details;
 - c. You are the person whose details are provided in connection with your registration or, in the case of legal entities, you are a duly authorised representative of the relevant legal entity;
 - d. You are not an undischarged bankrupt or in a voluntary arrangement with your creditors; and
 - e. You are not located in the United States of America, Turkey or any other country with a comparable legal situation – Arrow Wood may from time to time determine these countries.
2. It is your responsibility to keep your contact details up-to-date on your Account. Failure to do so may result in you failing to receive important Account related notifications and information from Arrow Wood, including changes we make to Arrow Wood's terms and conditions which will be notified to you by email to the address we hold on file for you.
3. You are solely responsible for the security and confidentiality of your Account. In particular, you agree to keep your username and password strictly confidential and you are responsible for any misuse of your account due to access to your Account by a third party.

4. You should change your password on a regular basis and never disclose it to any third party. You undertake to protect your username and password in the same way that you would in respect of your bank cards and any failure to do so shall be at your sole risk and expense. If another person accesses your Account, you are solely responsible for all their actions whether or not their access was authorised by you and you hereby indemnify us and hold us harmless against all costs, claims, expenses and damages howsoever arising in connection with the use of or access to your Account by any third party.
5. You will not attempt to sell or otherwise transfer the benefit of your Account to any third party and nor will you acquire or attempt to acquire an Account which has been opened in the name of a third party.
6. If you would like information about tools to help you manage your gambling activity and for details of our [Exclusion Policy](#), please contact Arrow Wood at compliance@thearrowwood.com or refer to the link to Gamcare on the Site for information about help and support.

3. YOUR RESPONSIBILITIES

You, as the Account holder, will be solely responsible for all activity, including any losses incurred, under your Agency Accounts. It is important that you read and understand your responsibilities before allowing a third party to access and use Agency Accounts ("Agency Account Users").

1. Agency Account Users must be 18 years old or older. You are responsible for carrying out age verification checks on all persons prior to the provision of Agency Accounts. You must provide us with such identity verification materials as we may from time to time reasonably require for them.
2. Each Agency Account User will be allocated by you a unique login/password which the Agency Account User may use to access the Site. We shall not be responsible for verifying the identity of any person who accesses the Site.
3. You will be responsible for all acts or omissions on the part of any Agency Account Users.
4. Where you wish to remove your authorisation for any Agency Account Users, you must notify us in writing.
5. You agree that you are responsible for all applicable taxes which may be due or payable on any monies earned by you from the Account or any Agency Accounts. You hereby indemnify and keep indemnified Arrow Wood and its directors, employees and contractors (the "**Indemnified Parties**") against all damages, costs, penalties, charges, interest, losses and expenses (including reasonable legal expenses) which may be incurred by the Indemnified Parties in relation to such taxes.
6. You are responsible for monitoring the betting activities on the Agency Accounts under your Account in order to determine any behaviour which would reasonably be considered to be problematic gambling. Where you have concerns regarding problematic gambling it will be your responsibility to take appropriate immediate action which might involve discussing the matter with the relevant Agency Account User or it might

involve blocking access to the Site to the Agency Account User. We encourage you to ensure you are aware of current industry standards (and any updates to those standards) with regards to problem gambling. If you have any concerns, we invite you to discuss this matter with us at any time.

4. PRIVACY

1. The information that you send to us will be processed in accordance with our [Privacy Policy](#).
2. You authorise us, at any time, to use any means that we consider necessary to verify your identity and creditworthiness with any third party providers of information.
3. You agree to indemnify us and hold us harmless in respect of the release of any personal (or other) data pursuant to our [Privacy Policy](#).

5. ERRORS AND OMISSIONS

1. You will inform us as soon as you become aware of any errors with respect to your Account or the Agency Accounts and you will forfeit any amounts shown to be in your Account that result from human error or technical fault.
2. You acknowledge that all information available on our Site (including the live score feed) is provided to you on an "as is" and "as available" basis with all faults and without warranty of any kind. Although we take reasonable efforts to ensure the information is available and does not contain errors, to the maximum extent permitted by law, we hereby disclaim all warranties and conditions with respect to such information, either express or implied, including but not limited to the implied warranties of fitness for a particular purpose or of accuracy and we make no warranty as to the suitability of such information for the placing of bets.

6. SUSPENSION OR TERMINATION

1. Either we or you may suspend or terminate your Account at any time, either with or without cause, upon notice (we will use our reasonable endeavours to give such notice to you by email or in writing either before or after suspending or terminating your Account). Please contact compliance@thearrowwood.com if you would like to close your Account. We may take steps to block you from betting on or using our Site (or any part of it) if you are located in certain jurisdictions, for example the United States of America.
2. Following termination or suspension of your Account, we will, in the normal course of events, return any funds in your Account to you.
3. Please contact compliance@thearrowwood.com to recover any funds held in suspended or closed Accounts.
4. However, we reserve the right to withhold the funds in your Account from you pending the determination of any investigation (including any relevant external investigation) where:
 - a. we suspect you have acted in breach of these Terms and Conditions or any other agreement relevant to your activities on

our Site, including where we suspect the Account has been linked with fraudulent or dishonest activity; and/or

- b. we have to withhold the funds in your Account by law or to comply with any advice, request or instruction from any governmental, regulatory or enforcement authority.

- 5. Following the determination of any such investigation we reserve the right to seize some or all of the funds in your Account if we are satisfied that you have acted in breach of these Terms and Conditions or any other agreement relevant to your activities on our Site. We will deal with any funds obtained by us in this manner at our sole and absolute discretion and/or in accordance with any advice, request or instruction from any governmental, regulatory or enforcement authority.
- 6. In addition, if formally requested by the police, gambling regulators or taxation or other authorities or in the event that you fail to provide us with sufficient information to identify yourself in accordance with our own internal procedures or those imposed on us by regulatory authorities (wherever based) we may suspend your Account and all functionality relating to the use of your Account and withhold from you any funds in your Account pending determination of any criminal or other legal proceedings or investigation to which such a request may relate or until you provide the necessary 'know your client' or 'age verification' information as appropriate.
- 7. For the avoidance of doubt at no point during any such period will interest accrue to you on any funds in your Account.

7. COMPLAINTS AND DISPUTES

- 1. If you have a complaint, you should in the first instance contact Arrow Wood directly on compliance@thearrowwood.com. Arrow Wood will record and deal with your complaint in line with its stated complaints procedure.
- 2. Arrow Wood will use all reasonable efforts to resolve your complaint promptly by investigating the matter fairly and objectively and will advise you of the outcome once it has been reached.
- 3. If your complaint is not resolved to your satisfaction, you may request that the matter is escalated and reviewed again. Your complaint will then be referred internally to a senior manager who will conduct their review and present their decision. We will then advise you of the outcome within a reasonable period.
- 4. We may require further information or evidence to be provided in order to assist with the decision making process. This information should be expediently provided.
- 5. We reserve the right to record all communications with you and any other person regarding your complaint. You agree to keep the complaint and any communications confidential throughout its process and resolution.
- 6. If your complaint cannot be resolved, it will be deemed to be a "dispute". Please contact our regulatory body: the Curaçao Gaming Control Board https://www.curacao-egaming.com/email_compliants@curacao-egaming.com.

7. Please also contact our regulatory body with any questions or complaints which relate to Arrow Wood's conduct: the Curaçao Gaming Control Board https://www.curacao-egaming.com/email_compliants@curacao-egaming.com.
8. Where a dispute or a complaint is referred to a regulator this will be dealt with according to the laws and dispute resolution processes specified by the regulator.

8. AMENDMENTS

We reserve the right to make immaterial changes to these Terms and Conditions at any time. In relation to material changes, we will give you prior notice by email or in writing and/or to obtain your prior consent before making such changes and your continued use of the Site will be deemed to be your acceptance of any material changes.

9. USE OF THE SITE

1. You undertake to use the Site for legitimate betting purposes only. In particular you undertake not to
 - a. engage in any activity which has the purpose or effect of causing damage to or in any way hindering our business operations or generating or increasing a liability on us, including without limitation any tax, levy or duty collecting authority;
 - b. bet on, or manipulate any individual market in a manner which we believe has the purpose or effect of adversely affecting the integrity of the Site or any market;
 - c. transmit information that assists in the placing of bets or wagers on any sporting event or contest from any territory where it is illegal to do so; and/ or
 - d. procure or otherwise arrange, whether directly or indirectly, for a third party to transmit information that assists in the placing of bets or wagers on any sporting event or contest from any territory where it is illegal to do so.
2. You will inform us as soon as you become aware of any errors in calculations with respect to any betting transaction. We reserve the right to declare null and void any bets which are the subject of such an error.
3. You will not disguise or interfere in any way with the IP address of the computer you are using to access the Site or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Site.

10. RESTRICTED TERRITORIES

Access to this site is restricted in certain geographical territories. Customers residing in the listed territories are prohibited from accessing the site and its services.

The restricted territories are:

Afghanistan, Algeria, Australia, Bangladesh, Bosnia and Herzegovina, Bulgaria, Canada, China (People's Republic of), Cuba, Cyprus, Denmark, Ethiopia, France (and French territories), Germany, Gibraltar, Iran (Islamic Republic of), Iraq, Ireland, Italy, Korea (Democratic People's Republic of), Lao (People's Democratic Republic of), Malta, Myanmar, Netherlands, New Zealand, Pakistan, Poland, Portugal, Puerto Rico, Qatar, Romania, Singapore, Slovakia, South Africa, Spain, Sudan, Syrian Arab Republic, Turkey, Uganda, United Kingdom, United States (and U.S. Territories), Uruguay, Yemen.

SCHEDULE 1

1. WARRANTIES

You warrant and undertake that you:

- a. have full capacity and authority to enter into this Agreement and any other documents executed by you that may be associated with this Agreement;
- b. will comply with Arrow Wood's requirements as may be issued by Arrow Wood from time to time whether in writing or otherwise;
- c. have obtained and will maintain in force all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement and you will fully comply with all applicable laws and regulations in the jurisdictions in which you operate;
- d. will not seek to challenge the validity of intellectual property rights belonging to Arrow Wood; and
- e. will not register any domain names or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service that incorporate terms which are identical or similar to 'Arrow Wood' or any other trade marks owned by Arrow Wood.

2. ANTI-BRIBERY

1. You will and you will procure that persons associated with you or other persons who are performing your obligations under this Agreement will:

- a. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**");
- b. not do, or omit to do, any act that will cause or lead Arrow Wood to be in breach of any of the Relevant Requirements;
- c. have and maintain in place throughout the term of this Agreement your own policies and procedures to ensure compliance with the Relevant Requirements and enforce them where appropriate;
- d. if requested, provide Arrow Wood with any reasonable assistance, at Arrow Wood's reasonable cost, to enable Arrow Wood to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Relevant Requirements;
- e. promptly report to Arrow Wood any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement;
- f. immediately notify Arrow Wood (in writing) if a foreign public official becomes your employee (or an officer of the company if relevant) or acquires a direct or indirect interest in you (and you warrant that you have no foreign public

officials as officers, employees or direct or indirect owners at the date of this Agreement); and

- g. at the request of Arrow Wood, certify to Arrow Wood in writing signed by an authorised signatory, compliance with this clause by you and all persons associated with you or other persons who are performing your obligations in connection with this Agreement. You will provide such supporting evidence of compliance as Arrow Wood may reasonably request.

2. You will ensure that any person associated with you who is performing obligations under this Agreement or acting on your behalf in relation to it (including Agency Account Users) does so only on the basis of an agreement which imposes on and secures from such person terms equivalent to those imposed on you in this clause 2 ("**Relevant Terms**"). You will be responsible for the observance and performance by such persons of the Relevant Terms , and shall be directly liable to Arrow Wood for any breach by such persons of any of the Relevant Terms.

3. You warrant and represent that, to the best of your knowledge, neither you nor any of your officers (if you are a company), employees or other persons associated with you:

- a. has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
- b. has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or
- c. has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts.

4. You will promptly notify Arrow Wood if, at any time during the term of this Agreement, your circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 2.3 of this Schedule 1 at the relevant time.

5. Breach of any provision of this clause 2 will be deemed to be an irremediable material breach under clause 7.2(a) of this Schedule 1.

3. DATA PROTECTION AND SECURITY

1. You acknowledge that the security of Arrow Wood's data and its systems is fundamental to the business of Arrow Wood, and if you become aware of a breach or potential breach of security, you will immediately notify Arrow Wood of such breach or potential breach and use your best endeavours to ensure that any potential breach does not become an actual breach and/or to remedy any actual breach and its consequences.

2. Where you provide information to us in relation to the Site, or your Account or any Agency Account, you shall ensure that you will have all necessary permissions and consents for the transfer of such information to us for the purposes set out in these Terms and Conditions, including the transfer of any data which might be considered

personal data and or sensitive personal data under EU or other data protection legislation.

4. CONFIDENTIALITY AND ANNOUNCEMENTS

1. During the term of this Agreement and after termination or expiration of this Agreement, neither party shall use any Confidential Information belonging to the other party for any purpose other than in pursuance of its rights and obligations under this Agreement nor disclose any of the other party's Confidential Information to any person except with the prior written consent of the other party and shall follow reasonable endeavours to prevent the use or disclosure of the Confidential Information. This obligation will not apply to any Confidential Information that
 - i. has come into the public domain other than by breach of this Agreement, or any other duty of confidence;
 - ii. is obtained from a third party without breach of this clause or any other duty of confidence;
 - iii. has been disclosed to a party by a third party not in breach of any duty of confidence;
 - iv. is trivial or obvious;
 - v. is required to be disclosed by law or other regulatory requirement provided notice is given to the other party prior to disclosure where legal to do so; or
 - vi. is in the possession of the party at the time the Confidential Information was disclosed to it by any other party or which is independently developed without reference to any Confidential Information of the other party.
2. Each party may disclose any Confidential Information to its directors, other officers, employees, advisers and sub-contractors and to those of any company in its Group to the extent that such disclosure is reasonably necessary in order to comply with its obligations under this Agreement and provided that they are subject to equivalent confidentiality obligations as those set out in this clause.
3. On termination of this Agreement each party shall (on request) deliver up to the other party or destroy all copies of Confidential Information in its possession, and (if so requested) shall use all reasonable endeavours to destroy all copies of Confidential Information stored electronically except to the extent that it is obliged to retain such information under any law, regulation or licence condition applicable to that party or any company in its Group.
4. The parties shall together determine the content of any communications concerning the relationship between the parties. Such communications shall be issued at a time and in a manner agreed by the parties.

5. INDEMNITY

You will indemnify and hold harmless Arrow Wood, its directors, employees and contractors from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Arrow Wood in consequence of any breach by you of your obligations under this Agreement, or against any act or omission by your Agency Account Users.

6. LIMITATION OF LIABILITY

1. Save as provided by statute and to the fullest extent permitted by law, the following provisions set out the entire liability of Arrow Wood (including any liability for the acts and omissions of its employees, agents and sub-contractors) to you whether in contract, tort, statute, equity or otherwise:

1. you acknowledge and agree that (except as expressly provided in this Agreement) access to the Site is provided "AS IS" without warranties of any kind (whether express or implied) and not guaranteed to be uninterrupted or error free; and
2. Arrow Wood will not be liable to you for any losses relating to your use of the Account or Agency Accounts or any breach of this Agreement or the Arrow Wood Terms and Conditions by Arrow Wood, including loss of profits (whether direct or indirect), revenues, goodwill, anticipated savings, data or any type of special, indirect, consequential or economic loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or Arrow Wood had been advised of the possibility of you incurring such loss.
2. No exclusion or limitation set out in this Agreement shall apply in the case of fraud or fraudulent misrepresentation, and/or death or personal injury resulting from the negligence of any party or any of its employees, agents or sub-contractors.
3. The time limit within which you must commence proceedings against Arrow Wood, to recover on any claim shall be 1 year from the date you become aware or should reasonably have become aware of the relevant breach that would form the subject of the claim.

7. TERM AND TERMINATION

1. This Agreement shall, subject to clause 7.2 of this Schedule 1, continue until terminated by either party by serving 5 Business Days' written notice of termination on the other.
2. Arrow Wood may terminate this Agreement immediately in the event that:
 1. you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due, begin negotiations for or make any voluntary arrangement with your creditors, become subject to an administration order, have an administrative receiver or receivers appointed in respect of the whole or any part of your assets, go into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation);
 2. you are made the subject of a bankruptcy or winding up petition or order;
 3. you cease or threaten to cease carrying on your business;
 4. you breach any term of this Agreement, the Arrow Wood Terms and Conditions or any other agreement you may have with Arrow Wood which, in the case of a breach capable of remedy, has not been remedied within five (5) Business Days of receipt of a notice from Arrow Wood specifying the breach and requiring its remedy;
 5. if we suspect that you are engaged in illegal or fraudulent activity;
 6. there is a material adverse effect; or
7. Arrow Wood ceases to accept customers from, to advertise to or accept Account holders in any jurisdiction that relates to your activity under this Agreement for any reason.
3. Clauses 7.2(a) and (b) of this Schedule 1 will apply if any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in those clauses.

8. CONSEQUENCES OF TERMINATION

Termination of this Agreement shall be without prejudice to any rights or obligations which shall have accrued prior to termination.

9. ASSIGNMENT AND SUB-CONTRACTING

1. You will not assign, novate, declare a trust of or otherwise dispose of this Agreement, or any part thereof, without the prior written approval of Arrow Wood.
2. Arrow Wood may assign or sub-contract any of its rights and obligations under this Agreement to a Group Company at any time without giving notice to you.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire and only Agreement between the parties with regards to its subject matter and you confirm that you have not been induced to enter into this Agreement in reliance upon, nor have you been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in this Agreement and, to the extent that you has been, you unconditionally and irrevocably waive any claims, rights or remedies which you might otherwise have had in relation thereto.

11. NO AGENCY OR PARTNERSHIP

1. Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute:
 - i. the parties as a partnership, association, joint venture or other co-operative entity; or
 - ii. any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

12. WAIVER & VARIATIONS

1. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.
2. No failure or delay by a party to exercise any of its rights under this Agreement shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.
3. Arrow Wood may modify all or any part of this Agreement at any time. Arrow Wood will give you five (5) Business Days notice of any such changes by email or in writing. If you do not agree to the changes you may serve notice to terminate this Agreement under clause 7.1 of this Schedule 1 before the changes take effect and such changes will not apply for the duration of the notice period set out in clause 7.1 of this Schedule 1. If you fail to terminate this Agreement you will be deemed to have accepted the changes made under this clause.

13. NOTICES

You should send all notices and communications to the following email address compliance@thearrowwood.com such other e-mail address as notified to you from time to time.

14. THIRD PARTY RIGHTS

1. No third party may enforce any rights granted to it under this Agreement.
2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

15. FURTHER ASSURANCE

Each party shall, upon request from the other, do and execute, or shall procure that there shall be done and executed, all such documents, deeds, matters, acts or things as that other may at any time require to give it the full benefit of this Agreement.

16. GOVERNING LAW AND JURISDICTION

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with Curaçao law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Curaçao.

SCHEDULE 2

"CUSTOMER DUE DILIGENCE" OBLIGATIONS

Information about you

You must provide certain information to Arrow Wood about yourself. Only if you have supplied this information to Arrow Wood will you be able to use or continue using the Site.

The following terms and conditions apply:

- If you are an individual, you will have to supply 2 forms of identification, proof of address and proof of funds.
- If you are a company, you will have to supply identification from two company directors, corporate documentation and evidence of the identity of the ultimate beneficial owner.
- We will also expect to see evidence of a bank account in your name in the form of a recent bank statement from a bank account showing you as the account holder.
- Arrow Wood may keep copies of this information, subject to the terms of its Privacy Policy.