

CRANNCHÚR CLISTE TEORANTA, Trading as SMART LOTTO

A limited company incorporated in Ireland (**registered number 507445**) whose registered office is at **No.1, The Harbour, Belmullet, County Mayo** (The "Company"). (Together the "Parties" and each a "Party")

BACKGROUND:

The Company is a limited liability company providing support and administration services to sports, charitable and not-for-profit organisations in the operation of online lotteries through the Company's Website.

The Client is a sports, charitable or other not-for-profit club or organization which wishes to establish and operate an online Game or prize draw for the purpose of fundraising.

The Client now wishes to engage the Company to provide the Services on the following terms.

TERMS:

The parties agree as follows:

1. Definitions

In this Agreement,

"Data Protection Acts" means the Data Protection Act, 1988 as amended by the Data Protection (Amendment) Act 2003.

"Intellectual Property" means all intellectual property rights, including without limitation patents, trademarks and service marks (whether registered or not), database rights, registered designs, design rights, copyright (including rights in computer software), rights in the nature of unfair competition, moral rights and goodwill (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights having equivalent or similar effect to any of these that subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.

"Game" means the Client's lottery or prize draw which players play online via the Website.

"Payment" means a payment made by the Client to the Company under Clause 2.3 in return for the provision of services; and

"Personal Data" 'Personal Data' shall mean any information relating to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or

to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

"Player" means any party who is registered on the Website to participate in a Game.

"Services" means any one or more of the services set out in Schedule A, or as may be agreed between the Client and the Company.

"Transaction" means each sum of money paid by Player to participate in a Game and processed by the Company.

"Website" means the Smart Lotto website.

"Website Terms & Conditions" means the Smart Lotto website terms and conditions of use, as set out in Schedule C.

2. Term

2.1 The initial term of this Agreement shall be twenty four (24) months beginning on the date of this Agreement unless terminated in accordance with clause 7.1 of this Agreement.

2.2 This Agreement will automatically renew for additional successive one-year terms unless either Party gives the other ninety (90) days' written notice of termination, in accordance with clause 7.1, before the end of the then current term.

3. Provision of Services

3.1 The Client may from time to time notify the Company that it wishes the Company to provide the Services, specifying

3.1.1 The Services to be provided, and

3.1.2 The occasions upon which, or the period during which, the Services are to be provided and also specifying any other requirements of the Client as to the Services to be provided.

3.2 The Company shall provide Services in accordance with any notification made under Clause 2.1 in return for Payment.

3.3 The Client shall pay the Company for Services provided under Clause 2.2 in accordance with Schedule B.

3.4 The Client agrees that it shall not obtain the Services or any part thereof from any other party during the term of this Agreement and for a period of 12 months following Termination.

4. Indemnity

4.1 The Company shall indemnify the Client from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Client resulting from a breach of this Agreement by the Company including;

4.1.1 Any act, neglect or default of the employees or agents of the Company, or

4.1.2 Any breach in respect of any matter arising from the supply of Services resulting in any successful claim by any third party.

5. Limitation of Liability

5.1 Except for breach of the terms set forth in clause 9 (“Data Protection”) and Clause 10 (“Confidentiality”) the Company will not be liable for;

4.1.1 Any indirect, incidental, or consequential damages of any type;

4.1.2 Any lost profits arising out of or in connection with this Agreement or the Services; and

4.1.3 The Company’s liability whether in contract, tort or otherwise will not exceed in aggregate the sum paid to the Company by the Client during the 12 month period immediately preceding the event that causes the loss.

6. Compliance with Law

6.1 The Client undertakes that it shall, at its own expense, acquire all necessary licence(s) and approvals required by law and comply with all laws, orders and regulations of any governmental authority applicable to its activities in connection with this Agreement.

6.2 The Company shall furnish to the Company confirmation of its compliance with clause 6.1 together with any information required to enable the Company to comply with applicable laws, orders and regulations related to this Agreement.

6.3 The Client shall indemnify and keep indemnified the Company and defend and hold the Company harmless from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company resulting from, arising out of or in connection with any claims, demands or causes of action made against the Company due to the Client’s violation or alleged violation of any applicable laws, regulations or orders.

7. Termination

7.1 This Agreement may be terminated by either party on not less than ninety days written notice to the other.

7.2 Upon termination, the Client shall immediately pay to the Company

7.2.1 All arrears of Payments, and

7.2.2 The amount of all further Payments for Services already provided which would have fallen due but for the termination.

7.4 Following termination all rights and obligations of the Parties under this Agreement shall automatically terminate except for such rights of action accruing prior to termination and any obligations which expressly or by implication are intended to survive termination and each Party shall, at its own expense, forthwith return to the other Party or otherwise dispose of as the other party may instruct, any information (including the Confidential Information and any technical information) and all other documents, papers and information whatsoever sent (including electronically sent) to it by the other party which relate to the business of the other party and all property of the other party and all copies of software, being in each case in its possession or under its control.

8. Intellectual Property

8.1 The Client agrees and acknowledges that all Intellectual Property in any materials created or owned by the Company or existing and licenced by the Company and which is incorporated into the Services belong to the Company.

8.2 Notwithstanding clause 8.1, and unless otherwise set forth in a schedule or addendum to this Agreement, the Company hereby grants to the Client an exclusive licence to: (i) use, execute, produce, display, perform, copy, distribute (internally or externally) copies of the Company's Intellectual Property and their derivative works.

9. Data Protection

9.1 The Company undertakes and warrants that:

8.1.1 It shall process Personal Data strictly in accordance with the Data Protection Acts;

9.1.2 It shall only disclose Personal Data only to those third parties permitted under this Agreement to handle Personal Data or as required by operation of law.

9.1.3 It has in place and will maintain appropriate operational and technological processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of Personal Data.

10. Confidentiality

10.1 Each party shall treat as confidential all commercially sensitive or confidential information relating to the other party (including the personal data of Players) obtained as a result of entering into or performing this Agreement or which relates to the provisions or existence of this Agreement. Each party shall not without the prior written consent of the other party use or disclose any such information, except as permitted by this Agreement.

10.2 Notwithstanding Clause 10.1, either party may disclose such information:

10.2.1 to the other party in accordance with this Agreement;

10.2.2 If and to the extent required by law or regulation;

10.2.3 If and to the extent required by any regulatory or governmental body to which that party is subject or submits;

10.2.4 to its professional advisers and auditors (provided that the disclosing party shall ensure that those persons to whom it discloses such information shall comply with the terms of this clause and where such parties give an express undertaking of confidentiality to the other party) ;

10.2.5 If and to the extent the information has come into the public domain through no fault of that party; or

10.2.6 If and to the extent the other party has given prior written consent to the disclosure.

10.2.7 If the information was received from a third party.

10.3 Within ten (10) days after termination of this Agreement, each Party shall return to the other, or destroy, all copies of any confidential information (including Players data) in its possession or under its control at the time of such expiration or termination, and each Party shall certify to the other in writing that, to the best of its knowledge, the original and all copies of such materials have been destroyed or returned. Where either Party is under a legal obligation to retain confidential information it shall retain only such amount of confidential information as is required to be retained and such information shall be securely stored for the legally required period after which it will be destroyed.

11. Assignment

This Agreement and all rights under it may not be assigned by the Client without the consent of the Company, or by the Company without the consent of the Client.

12. Miscellaneous Provisions

12.1 Parties Bound. This Agreement shall be binding upon and run for the benefit of the parties, their successors and permitted assigns.

12.2 Relationship of the Parties. In this Agreement, nothing shall be deemed to constitute a partnership between the parties, or any of them, or make any party an agent for any other party, for any purpose whatsoever.

12.3 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersede all prior representations, writings, negotiations or understandings with respect to that subject matter.

12.4 Severability. If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability

of the remaining provisions of this Agreement shall not be impaired or affected in any way.

- 12.5 Further Assurance. Each party shall do and execute, or arrange for the doing and executing of each necessary act, document and thing reasonably within its power to implement this Agreement.
- 12.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.
- 12.7 Waivers. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 12.8 Variations. No variation of this Agreement shall be effective unless it is made in writing and signed by each of the parties.
- 12.9 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Ireland, and shall be subject to the [non-exclusive] [exclusive] jurisdiction of the Irish courts.

SCHEDULE A

Services to be provided by the Company upon notification by the Client

1. Provision of the operational software support,
2. Group structure software customization,
3. Customized fundraising plans,
4. Operational marketing support,
5. Premium Revenue Analysis Reporting.

For the avoidance of doubt, Services shall include the use of any software and/or documentation accompanying the Services, or any other materials provided by the Company to the Client in its performance of the Services.

SCHEDULE B

Payment for Services

1. Fees

The following Fees shall be charged by the Company, as follows:

- (a) An initial fee of €199 (One hundred and ninety nine only) ("**Initial Fee**"); (inclusive of VAT at 23%) for the 'Essentials Package'
- (b) A fee on each Transaction calculated at a rate of five and one half percent (5.5%) of the value of each Transaction ("**Transaction Fee**").
- (c) A fee of 4.5 cents (excluding VAT) is charged for each SMS message sent using the Smart Lotto Service
- (d) Club signed up for the 'Premium package', must pay the additional €45 per month (as well as the initial once off signup fee of €199)
- (e) Clubs signed up for the 'Premium Promotion' package must pay the once off €69 per campaign (campaign spans up to one month)

2. Time & Method of Payment

Payment shall be made as follows:

- (a) The Client shall pay the Company the Initial Fee upon signing this Agreement; and
- (b) The Client shall pay the Transaction Fees on the 28th day of each month, upon receipt of an invoice from the Company setting out the total amount due in respect of all Transaction Fees in the month preceding the date of the invoice.
- (c) Payment may be made at any other time and in any other way, as may be agreed between the Client and the Company from time to time.

3. Value Added Tax

The Client shall pay in addition any VAT which the Company is obliged to charge on its Services.

SCHEDULE C

WEBSITE TERMS AND CONDITIONS OF USE FOR CLIENTS:

The Smart Lotto website is owned and operated by Crannchúr Cliste Teoranta.

Smart Lotto is a registered trading name of Crannchúr Cliste Teoranta.

Each Client must register as a Client User prior to using the Website and must agree to be bound by the following terms and conditions.

In these terms and conditions, the following definitions shall apply, and shall be in addition to the definitions contained in the Services Agreement between the Client and Smart Lotto:

“**Agreement**” means the services agreement between the Client and the Company.

“**Client Account**” means the account registered by a Client with Smart Lotto for the purpose of using the Website on the terms and conditions set out below.

“**Client Game Rules**” means the rules governing participation by Players in a Client’s Game, as determined solely by the Client itself.

“**Client User**” means a Client of Smart Lotto who is registered as a user of the Website for the purpose of operating a Game.

1. Registration/Use

1.1 In using or registering with the Website, the Client represents that it has the legal capacity to enter into a legally binding contract. The Client also agrees to provide:

1.1.1 True, accurate, current and complete information about itself and;

1.1.2 Maintain and promptly update the data to keep it true, accurate and complete.

1.2 All contracts concluded between a Client and a Player on this Website shall be in the English language.

1.3 Please note that Smart Lotto keeps a record of all users’ registration details, including Players, and details of any Payments made to participate in a Game, for the duration of any user's registration with the Website and for a period of 6 years thereafter.

1.4 Smart Lotto reserves the absolute sole and discretionary right to refuse registration of any user, including for the avoidance of doubt a Client User.

2. Fees & Payments

2.1 Fees shall be charged by Smart Lotto and paid by the Client in the manner provided in the Agreement.

3. Credit Card Payment

3.1 Players making Payments by charge card or credit card must agree and assure Smart Lotto that:

3.1.1 All charge card or credit card information supplied is true, correct and complete;

3.1.2 The party making the Payment is duly authorized to use the charge card or credit card for that purpose and

3.1.3 The Payment and the fees will be honoured by the donor's credit card company.

3.2 All Payments made are final unless fraudulent use of the card is proven in accordance with clause 3.1.2.

4. Protecting the Client User password

4.1 It is the responsibility of each Client User to protect their username and password for their Smart Lotto Client Account. The Client User is responsible for all activities that occur under its password.

4.2 By accepting these terms and conditions the Client agrees that Smart Lotto takes no responsibility for fraudulent use of any Smart Lotto Client Account whereby the username and password has been used to access the account.

4.3 If the Client believes that its username and password has been compromised and / or is being used by another party, we recommend that the Client immediately change its username and password or contact us using the details on the Contact Us page.

5. Privacy and security policy

5.1 For the purposes of the Agreement, Smart Lotto acts as a Data Processor only in respect of any Personal Data Processed by Smart Lotto in registering Players and Client Users and administering Payments.

5.5 All cardholder information is protected and will never be passed onto any third parties.

6. User Conduct and Content

6.1 Client Users agree to act in a responsible and legal manner when using the Website. Client Users shall comply with all applicable laws, regulations and rules and undertake not to use the Website or allow the Website to be used for any unlawful purpose, for the commission of any offence or crime under the laws of any jurisdiction to which access is obtained through the website or in a manner which is likely to cause harm, offence or nuisance to any other Internet user.

6.2 Smart Lotto reserves the right to remove or suspend any material posted which is, in its sole opinion, in breach of this clause, or which it suspects to be in breach of this clause at its absolute discretion. Smart Lotto shall be entitled to terminate a Client User's registration and/or Agreement for breach of this clause.

6.3 In addition to any other remedies available to Smart Lotto pursuant to the Agreement and these terms and conditions, the Client User agrees to indemnify and hold Smart Lotto harmless for any losses, liabilities, costs and expenses of whatever nature, arising as a result of breach of clause 6.2.

7. Links

7.1 The Website may, at the Client User's request create links to other parties or organisations connected with the Client User.

7.2 Smart Lotto accepts no liability in connection with any third party site accessed via a link from this Website, or any contract entered into or through a third party website. Smart Lotto does not provide any warranties in respect of the content of any third party websites accessed via a link from this Website.

7.3 Any relationship that a Smart Lotto User forms with any party or organisation linked to the Website, at the request of the Client User is the responsibility of the Client User.

8. Intellectual Property

8.1 The Smart Lotto name and logo are the property of Crannchúr Cliste Teoranta and may not be used in any way without express written permission from Crannchúr Cliste Teoranta.

8.2 The trademarks, copyright and any other intellectual property displayed by Clients on this Website, including names and logos of organisations registered with the Website, may not be used or reproduced without the express written permission of the owners of same.

8.3 The Website contains Intellectual Property which is the proprietary property of Smart Lotto ("Website IP"). The Website IP includes but is not limited to copyrights and information about technology and may be provided in the form of text, graphic, audio and video downloads, links or source codes. Smart Lotto retains the rights to the Website IP and reserves all rights in respect of same.

8.4 Smart Lotto provides information on its Website which is intended and provided only for the Client User's convenience. Smart Lotto grants no license or property rights to any such Website IP other than as expressly set out herein.

8.5 The Website IP is provided by Smart Lotto on an as is basis, and Smart Lotto expressly disclaims, to the extent permitted by applicable law, any or all warranties, expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose, with respect to any Website IP. To the extent permitted by applicable law, Smart Lotto excludes any or all responsibility and /or liability for any damages or loss of any kind whatsoever with respect to the Website IP whether any of the foregoing are, without limitation, indirect, incidental, special, punitive, consequential or of any other kind whatsoever.

9. Changes to these terms and conditions

9.1 Smart Lotto reserves the right at any time to modify, discontinue temporarily or permanently the Website with or without notice. The Client agrees that Smart Lotto shall not be liable to the Client or any third party for any modification, suspension or discontinuation of the Service.

9.2 Every time the Client access the Website it is deemed to have understood and accepted the latest terms and conditions as published at the time.

10. Failure to comply with these terms and conditions

10.1 Any Client who fails to comply in any way with these terms and conditions may at the sole discretion of Smart Lotto and without prior notification, be suspended or banned altogether from using the Website.

11. Termination

11.1 Smart Lotto may terminate a Client User registration with the Website or the Clients use of the Website on written notice (which shall include e-mail) if the Client is in breach of any of the terms and conditions of this Website and fail to correct such breach within seven (7) days following adequate notice from Smart Lotto specifying the breach or in the case of a breach of clause 6.2, Smart Lotto may terminate forthwith without notice.

11.2 In the event of the use of the Website being terminated for any Client, that Client will still be bound by the terms and conditions of the site in all matters relating to the Website.

11.3 Termination of these terms and conditions for any reason shall not affect the accrued rights of the parties.

12. Limitation of Liability

Smart Lotto shall use reasonable skill and care in the operation of the Website. However, the Client hereby acknowledges that:

12.1 Smart Lotto makes no warranty as to the accuracy, reliability or currency of any information on this Website.

12.2 Smart Lotto shall not be liable for any interruption or suspension of the Website or the Service due to circumstances beyond its control including, without limitation any breakdown in Internet connectivity or security.

12.3 Smart Lotto shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused to the Client by or in connection with the access to or use of this Website, including, without limitation, damage arising as a result of any bugs, Trojan horses, viruses, worms or other harmful codes or errors experienced as a result of accessing the Website.

12.4 To the fullest extent permitted by applicable law, Smart Lotto shall not be liable to any Client under contract, tort, equity or otherwise for any loss or damages arising out of our in connection with the Client's use of the Website or the provision of services by Smart Lotto, whether any of the foregoing are, without limitation, special, incidental, indirect, punitive or consequential and /or, whether any of the foregoing are, without limitation, occasioned by the negligence, fault, error, omission, act or breach of Smart Lotto, its employees, contractors or sub-contractors.

12.5 Without prejudice to the generality of the foregoing, under no circumstances shall Smart Lotto be liable to any Client for any consequential, economic or indirect loss or damages, loss of profits, revenue, business, capital, administrative time or loss of data or software, howsoever arising.

12.6 Smart Lotto expressly disclaims all and shall not be deemed to have given any warranties, express or implied (by law or otherwise), and (other than as set out in the Agreement) expressly disclaims and excludes all terms and conditions, express or implied by statute or otherwise, in connection this website to the fullest extent permitted by applicable law. Without prejudice to the generality of the foregoing, and to the extent permitted by law all conditions and warranties implied by section 39 of the sale of goods and supply of services act, 1980 are hereby excluded and the parties agree that these exclusions are fair and reasonable.

13. Indemnity

13.1 The Client agree to indemnify and keep fully indemnified and hold Smart Lotto and its employees, subsidiaries, affiliates, officers and agents harmless from and against any claim or demand whatsoever made by any third party and any losses, costs, damages, expenses and liabilities, including reasonable legal fees, due to or arising out of (i) Content the Client submits, posts, transmits or makes available on or through the Website, (ii) The Client's use of the Website and (iii) The Client's breach of these terms and conditions.

14. Governing Law

14.1 These terms and conditions are governed by Irish law and any disputes arising in any way in relation hereto shall be subject to the exclusive jurisdiction of the Irish Courts.

15. Support

15.1 In the event that the Client experiences technical difficulties in the use of the services on the Website, please access the "contact us" page via the below link and send us the query.