



Fundraising made easy

Terms & Conditions



1. About Our Terms

1.1 The following Terms explain how you may use the web <https://game.smartlotto.ie> (the “Website”) which is owned and operated by Réitigh Cliste Teo, trading as Smart Lotto (the “Company”)

1.2 You should read these Terms carefully before using the Website.

1.3 By accessing or using the Website or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

1.4 If you do not agree with or accept any of these Terms, you should stop using the Website immediately.

1.5 If you have any questions about the Website, please contact us by:

1.5.1 e-mail info@smartlotto.ie (we will endeavour to respond to your email within X working days), or

1.5.2 telephone 097 82788

1.6 Definitions

Acceptable use policy

means the policy [[insert link to your acceptable use policy](#)], which governs your permitted use of the Website;

Content

means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Website;

Online terms and conditions for the supply of services

means the terms and conditions for the supply of services means the terms and conditions [[insert link to your online terms and conditions for the supply of goods](#)], which will apply to your use of the Website;

Website

has the meaning given to it in clause 5;

Terms

means these terms and conditions of use as updated from time to time under clause 12;

Unwanted Submission

has the meaning given to it in clause 6.1;

Operator

means Réitigh Cliste Teo, company registration number 507445 [with VAT registration number [[insert VAT number](#)]] and the registered office of which is at Unit 1, Udárás Na Gaeltachta Industrial Estate, Ballina Road, Belmullet, Co. Mayo (and we or us or our shall have the same meaning; and

You

means the person accessing or using the Website or its Content (and your shall have the same meaning).

Services

means the services offered through the Website

Access Device

means any electronic means of accessing the Services, including, but not limited to, computers, smartphone devices, feature phones, tablet devices, touch devices or any home entertainment system such as video games consoles and smart TVs (or by any other remote means)



2. Opening Your Account

2.1 In order to open your account for use with the Services, click on the Website and follow the on-screen instructions

2.2 When You open Your Account You will be asked to provide us with personal information, including Your name and date of birth and appropriate contact details, including an address, telephone number and e-mail address ("Your Contact Details"). You may update Your Contact Details from time to time by contacting us.

2.3 In opening Your Account You warrant that:

- You understand and accept the risk that, by using the Services, You may, as well as winning money, lose money;
- You are: (a) over 18 years of age; and (b) above the age at which gambling or gaming activities are legal under the law or jurisdiction that applies to You (the "Relevant Age");
- gambling is not illegal in the territory where You reside;
- You are legally able to enter into contracts;
- You have not been excluded from gambling; and
- You have not already had an Account closed by us.

2.4 Your Account must be registered in Your own, correct, name and personal details and it shall only be issued once for You and not duplicated through any other person, family, household, address (postal or IP), email address, Access Device or any environment where Access Devices are shared (e.g. schools, workplaces, public libraries etc) and/or account in respect of the Services. Any other accounts which You open with us, or which are beneficially owned by You in relation to the Services shall be "Duplicate Accounts". We may close any Duplicate Account (but shall not be obliged to do so).

2.5 If we close a Duplicate Account:

- all bonuses and winnings accrued from such bonuses obtained using that Duplicate Account will be void and forfeited by You;
- we may, at our entire discretion, void all winnings and refund all deposits (less amounts in respect of void winnings) made in respect of that Duplicate Account and, to the extent not recovered by us from the relevant Duplicate Account, any amounts to be refunded to us by You in respect of a Duplicate Account may be recovered by us directly from any other of Your Accounts (including any other Duplicate Account); or
- we may, at our entire discretion, allow usage of the Duplicate Account to be deemed invalid in which case all funds remaining in the Duplicate Account shall be retained by us.

3. Access to and use of the Services

3.1 You are solely responsible for the supply and maintenance of all of Your Access Devices and related equipment and telecommunications networks and internet access services that You need to use in order to access the Services. We will not be liable in any way whatsoever for any losses caused to You (whether resulting from loss of service, poor internet connectivity, insufficient bandwidth or otherwise) by the internet or any telecommunications service provider that You have engaged in order to access the Services. For the avoidance of doubt, the Operator does not make any representation or give any warranty as to the compatibility of the Services with any particular third party software or hardware,

3.2 You must ensure that children, young persons and other vulnerable persons are not able to access Your Account.

3.3 Under no circumstances should You use the Services for any purpose which is or is likely to be considered to be defamatory, abusive, obscene, unlawful, of a racist, sexist or other discriminatory nature, or which could cause offence. You must not use any abusive or aggressive language or images, swear, threaten, harass or abuse any other person, including other users, via the Website, or attempt to pass Yourself off as being any other person, or behave in such a manner towards any staff used to provide the Services, Customer Services, or any helpdesk or support function which we make available to You.

3.4 You shall use the Website for personal entertainment only and shall not be allowed to provide access or reproduce the Website or any part of it in any form whatsoever without our express consent, including creating links to it.

3.5 You shall be solely liable in respect of any content uploaded by You onto the Website ("Uploaded Content") and, in uploading any such content, You represent and warrant that:



3.5.1 Any material (other than Software) downloaded by You from the Website shall be downloaded entirely at Your own risk and the Operator shall not be liable in respect of any loss of data or other damage caused by any such download.

4. Verification of your Identity; Money Laundering Requirements

4.1 You warrant that:

- the name and address You supply when opening Your Account are correct; and
- You are the rightful owner of the money which You at any time deposit in Your Account.

4.2 By agreeing to the Terms of Use You authorise us to undertake any such verification checks from time to time as we may require ourselves or may be required by third parties (including, but not limited to, regulatory bodies) to confirm these facts (the "Checks"). You agree that from time to time, upon our request, You may be required to provide additional details in respect of any of such information You have provided us, including in relation to any deposits which You have made into Your Account. You may be required to provide proof of funding. The depositing source should be under Your name via either card or bank transfer. You may also be required to provide the relevant bank statement showing the deposit.

4.3 Whilst we are undertaking any Checks from time to time, we may restrict You from Your Account and/or prevent access to all or certain parts of the Website. Please note that we may from time to time re-perform the Checks for regulatory, security or other business reasons. If any such restrictions cause You a problem, please contact us.

4.4 In certain circumstances we may have to contact You and ask You to provide further information to us directly in order to complete the Checks. For this purpose, we will be entitled, at our sole discretion, to require that You provide us with a certified ID according to the applicable law of Your jurisdiction or otherwise, proof of address, utility bills, bank details, bank statements and bank references and any documentation that validates your source of funds ("Identification Documentation"). You may, at any point, be required to provide a live photo of You holding the Identification Documentation. Where we are unable to complete these Checks using the Identification Documentation provided, we may require that you provide us with a notarised ID or any equivalent certified ID according to the applicable law of Your jurisdiction. Until such information has been supplied to our satisfaction we may prevent any activity to be undertaken by You in relation to the Account or we may, where we reasonably believe that deliberately incorrect information has been provided by You, keep any amount deposited on the Account until such time that we are able to confirm that the information you have provided is correct. We may also, where we have concerns as to the source of any funds deposited, withhold any funds deposited in Your Account until the time that (i) any such concerns are resolved; or (ii) the matter is referred to the relevant authority.

4.5 It is an offence for persons under the Relevant Age to make use of the Website. If we are unable to confirm that You are the Relevant Age then we will suspend Your Account until such time that we are able to confirm that You are the Relevant Age. If You are subsequently proven to have been under the Relevant Age at the time You made any gambling or gaming transactions with us, then Your Account will be closed, and;

- all transactions made whilst You were underage will be made void, and all related funds deposited by You will be returned by the payment method used for the deposit of such funds, wherever practicable;
- any deposits made whilst You were under the Relevant Age will be returned to You; and
- any winnings which You have accrued during such time when You were under the Relevant Age will be forfeited by You and You will return to us on demand any such funds which have been withdrawn from Your Account.

5. Using the Website

5.1 The Website is for your personal and non-commercial use only.

5.2 You agree that you are solely responsible for:

5.2.1 all costs and expenses you may incur in relation to your use of the Website; and



5.2.2 keeping your password and other account details confidential.

5.3 The Website is intended for use only by those who can access it from within Ireland. If you choose to access the Website from locations outside of Ireland, you are responsible for compliance with local laws where they are applicable.

5.4 We seek to make the Website as accessible as possible. If you have any difficulties using the Website, please contact us at info@smartlotto.ie.

5.5 As a condition of your use of the Website, you agree to comply with our terms and conditions.

5.6 We may prevent or suspend your access to the Website if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

6. Username, Password, Pin and Customer Information

6.1 After opening Your Account, You must take all reasonable steps to avoid disclosing (whether deliberately or accidentally) Your username, password and/or account number to anyone else, including (where practicable) ensuring that up-to-date security software is downloaded onto Your Access Device.

6.2 All transactions made where Your username and password and/or account number have been entered correctly will be regarded as valid, whether or not authorised by You, and we shall not be liable for any claims in the event that You disclose Your username, password or account number to anyone else (whether deliberately or accidentally).

6.3 If You have lost or forgotten Your Account details, or have reason to believe that such details are known to an unauthorised third party, please contact us immediately for a replacement.

7. Deposits to your Account

7.1 If You wish to participate in the Services (the "Purpose"), You must deposit monies into Your Account from an account or source of which You are the account holder. The depositing source must be personal and not from corporate or business cards/accounts, this includes third party payments and transfers of monies from an unconnected person to that of the account holder. Such monies may then be used by You to play games. If You use a payment method in respect of which You are not the account holder, we reserve the right to treat any deposit into the Account as being invalid (and any winnings arising from such deposit as void) pending the satisfactory completion of all relevant Checks.

7.2 You further agree not to make any charge-backs, reversals or otherwise cancel any deposits into Your Account, and in any such event to refund and compensate us for such unpaid deposits including any expenses incurred by us in the process of collecting Your deposit. For the avoidance of doubt Your Account shall not be used by You as a bank account and, should we become aware of deposits into and withdrawals from Your Account without commensurate gaming activity, we reserve the right to deduct an administration charge (whether or not we close or suspend the account). Monies deposited with us in Your Account shall not attract interest.

7.3 We are required by our licence to inform customers about what happens to monies which we hold on account for You, and the extent to which such monies are protected in the event of insolvency.

7.4 If You are depositing funds denominated in euros (EUR) to Your Account it will be transferred directly to your nominated club or charity. The bank or company is not entitled to combine the account with any other account, or to exercise any right of set-off or counterclaim against money in the account.

7.5 We must return the funds to you if they are not used for the Purpose. Steps have been taken to protect customer funds but there is no absolute guarantee that all funds will be repaid. This arrangement meets the Gambling Commission's requirements for the protection of customer funds at the level: Medium



7.6 Your funds will not be held in the 'Designated Client Account' if: (i) there is a requirement for such funds to be held under the terms of any licence, in a separate non set-off bank account in the name of the licence holder; or (ii) where such funds are deposited via a third party payment provider (hereafter referred to as a "Payment Provider"). Funds deposited via a Payment Provider may take a few days before they are reach the 'Designated Client Account'. During this period your funds will be held in the account of the relevant Payment Provider and will not be protected by the 'Designated Client Account'. Depositing by any method other than the following will be classed as a deposit via a third party Payment Provider: (a) bank transfer.

7.7 We may at any time set off any positive balance on Your Account against any amount owed by You (including under a Duplicate Account) to any other company within the Operator's Group (irrespective of whether there has been a breach of the Terms of Use

7.8 To the extent required by Your local law or tax or other authorities You are responsible for reporting Your winnings and losses arising from the Services.

8. Gaming using the Services

8.1 It is Your responsibility to ensure that the details of any transaction that you place using the Services (a "Transaction") are correct in the following manner:

- when using the Website (either directly, through an application or otherwise) in accordance with the relevant game rules, as appropriate
- Your Transaction history can be accessed by you by clicking My Account on the Website, or through our Customer Services team (including by opting to receive a written statement).
- No Transaction is accepted by us until You have given the appropriate confirmation (or it has otherwise been accepted by us)
- If You are in any doubt as to whether a Transaction has been accepted successfully, You should contact us.
- Once a Transaction has been accepted by us, You cannot cancel the transaction unless we agree otherwise.

8.2 We may cancel or amend a Transaction pursuant to the provisions of paragraph (Verification of Your Identity), paragraph (Collusion, Cheating, Fraud and Criminal Activity) or paragraph (Errors or Omissions).

9. Remote Gaming

9.1 Where You are accessing the Services via an electronic form of communication You should be aware that:

- in relation to Your use of the Website for the playing of games:
- You may encounter system flaws, faults, errors or service interruption which will be dealt with in accordance with paragraph (IT Failure).
- the Game Rules for each event or game offered via the Website are available and should be considered by You prior to Your use of the Services offered via the Website;

10. Your privacy and personal information

10.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.



10.2 Our privacy policy is available at smartlotto.ie.

11. Ownership, use and intellectual property rights

11.1 The Website and all intellectual property rights in it including but not limited to any Content are owned by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

11.2 Nothing in these Terms grants you any legal rights in the Website other than as necessary to enable you to access the Website. You agree not to adjust to try to circumvent or delete any notices contained on the Website (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Website.

12. Submitting information to the Website

12.1 While we try to make sure that the Website is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable (Unwanted Submissions). While we value your feedback, you agree not to submit any Unwanted Submissions.

12.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Website to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

13. Accuracy of information and availability of the Website

13.1 While we try to make sure that the Website is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Website will be fit or suitable for any purpose. Any reliance that you may place on the information on the Website is at your own risk.

13.2 We may suspend or terminate operation of the Website at any time as we see fit.

13.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other Websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

13.4 While we try to make sure that the Website is available for your use, we do not promise that the Website is available at all times nor do we promise the uninterrupted use by you of the Website.

14. Hyperlinks and third party Websites

14.1 The Website may contain hyperlinks or references to third party Websites other than the Website. Any such hyperlinks or references are provided for your convenience only. We have no control over third party Websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any



third party Website does not mean that we endorse that third party's Website, products or services. Your use of a third party Website may be governed by the terms and conditions of that third party Website.

15. Alteration of the Website

15.1 We may, in our absolute discretion, alter or amend any product or service (including any prices offered) available through the Website at any time for the purpose of ensuring the ongoing provision of the Website, but without prejudice to any games already in progress at the time of such amendment. From time to time, we may restrict You from accessing some parts of the Website for the purpose of maintenance of the Website and/or alteration or amendment of any of the games and/or products available through the Website.

16. Use of Cookies on the Website

16.1 The Website uses 'cookies' to track Your use of the internet, to collect certain information about Your Access Device (such as IP address, device type, geo-location data, browser information) and to assist the functionality of the Website. A cookie is a small file of text which is downloaded onto Your Access Device when You access the Website and it allows us to recognise when You come back to the Website. Cookies help with the operation of the Website, including (for example) to allow You to remain logged in as You browse between, and use Your Account to play games on, different parts of the Website. We also use cookies for our own analytical purposes so that we can identify where customers have encountered technical problems on the Website, and therefore help us improve our customers' experience and also for fraud prevention purposes such as detecting Duplicate Accounts, instances of bonus abuse or linked accounts as set out in the Terms of Use. Information obtained from cookies enables us to comply with certain legal and regulatory obligations such as our anti-money laundering requirements, social responsibility to counter the use of our Services for the purposes of terrorist financing and to prevent access to our Website from restricted jurisdictions. Data collected from our use of cookies may be shared with law enforcement agencies and other regulatory organisations where there is a legal obligation to do so.

16.2 If You object to cookies or want to delete any cookies that are already stored on Your Access Device, we recommend that You follow the instructions for deleting existing cookies and disabling future cookies on Your file management and internet browsing software. Further information on deleting or controlling cookies is available within our Privacy Policy and at www.aboutcookies.org. Please note that by deleting our cookies or disabling future cookies You may not be able to access certain areas or features of the Website.

17. Exclusion on our liability

17.1 Your access to and use of the Services is at Your sole option, discretion and risk. We shall not be liable for any attempts by You to use the Services by methods, means or ways not intended by us.

17.2 We will provide the Services with reasonable skill and care and substantially as described in the Terms of Use. We do not make any other promises or warranties regarding the Services, or any products or services forming a part of the Services, and hereby exclude (to the extent permitted by law) all implied warranties in respect of the same (including implied warranties as to satisfactory quality and/or fitness for Your purpose). In particular, we do not warrant that the Website will have uninterrupted availability or that it will be free of bugs, viruses or other errors.

17.3 We (including our group companies, affiliates, officers, directors, agents and employees) shall not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, in respect of any:

17.3.1 loss of data;

17.3.2 loss of profits;

17.3.3 loss of revenue;



17.3.4 loss of business opportunity;

17.3.5 loss of or damage to goodwill or reputation;

17.3.6 business interruption; or

17.3.7 any indirect, special or consequential loss or damage, even where such loss or damage has been notified to us as being possible, arising out of the terms of use or any use whatsoever by you of the services.

17.4 Nothing in the Terms of Use will operate so as to exclude any liability which we may have in respect of:

17.4.1 fraud (including fraudulent misrepresentation); or

17.4.2 death or personal injury caused by our negligence.

18. Collusion, Cheating, Fraud and Criminal Activity

The following practices (or any of them) in relation to the Services:

- abuse of bonuses or other promotions; and/or
- using unfair external factors or influences (commonly known as cheating); and/or
- taking unfair advantage ;
- opening any Duplicate Accounts; and/or
- undertaking fraudulent practice or criminal activity (as defined),

19. Viruses, Hacking and other offences

19.1 You shall not:

19.1.1 corrupt the Website;

19.1.2 attempt to gain unauthorised access to the Website, the servers on which the Website is stored or any server, computer or database connected to the Website;

19.1.3 flood the Website with information, multiple submissions or "spam";

19.1.4 knowingly or negligently use any features which may affect the function of the Website in any way for example (but not limited to) releasing or propagating viruses, worms, trojans, logic bombs or similar material that is malicious or harmful;

19.1.5 interfere or tamper with, remove or otherwise alter in any way, any information in any form which is included on the Website;

19.1.6 attack the Website via a denial-of-service attack or a distributed denial-of-service attack. We will report any suspected breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Website will cease immediately.

19.2 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your Access Device and related equipment, computer programs, data or other proprietary material due to Your use of the Website or to Your downloading of any material posted on such Website, or on any website linked to the Website.



20. Closure of your Account; Termination of the Terms of Use

20.1 Closure and Termination by you

20.1.1 Provided that Your Account does not show that a balance is due to us, You are entitled to close Your Account and terminate the Terms of Use on not less than twenty four hours' notice to us at any time, by contacting us indicating Your wish to close Your Account; and stating the reasons why You wish to close Your Account, in particular if You are doing so because of concerns over the level of Your use of the same.

20.1.2 We will respond to Your request, confirming closure of Your Account and the date on which such closure will be effective, within a reasonable time, provided that You continue to assume responsibility for all activity on Your Account until such closure has been carried out by us (at which point the Terms of Use shall terminate).

20.1.3 Upon any termination of Your Account we shall be entitled to withhold, from the repayment of the outstanding balance on Your Account, any monies: (a) pursuant to paragraph 18 (Collusion, Cheating, Fraud and Criminal Activity); (b) as a result of a Breach of the Terms of Use; (c) as otherwise provided by the Terms of Use; or (d) as required by law or regulation.

20.1.4 When repaying the outstanding balance on Your Account, we shall use the same method of payment which You provided upon registration of Your Account, or such other payment method as we may reasonably select.

20.1.5 Where You have closed Your Account, we may in certain circumstances be able to re-open Your Account with the same account details as before if You request us to do so. In such circumstances, while Your Account will have the same account details as before, it will be subject to the Terms of Use which are in force at the date of any such re-opening and any prior entitlements (including, but without limitation, to bonuses or contingent winnings) will no longer be valid.

20.2 Closure and Termination by Us

20.2.1 We are, at any time (and notwithstanding any other provisions contained in the Terms of Use), entitled to close Your Account and terminate the Terms of Use on written notice (or attempted notice) to You using Your Contact Details

20.2.2 Where we close Your Account and terminate the Terms of Use pursuant to paragraph (Collusion, Cheating, Fraud and Criminal Activity) or paragraph (Breach of the Terms of Use), the balance of Your Account will be non-refundable and deemed to be forfeited by You to the extent of any claim that we may have against You as at the date of such closure (whether under Your Account, a Duplicate Account or otherwise). For the avoidance of doubt, we will not credit any bonuses into Your Account, nor will You be entitled to any contingent winnings, at any time after the date on which it has been closed (whether by us pursuant to the Terms of Use, or in response to Your request).

20.3 Suspension by us

20.3.1 We shall be entitled to suspend Your Account in the circumstances expressly set out in the Terms of Use. Upon the suspension of Your Account: (a) no activity shall be permitted (including deposits, withdrawals, or gaming) until the date upon which it is re-activated by us; (b) no bonuses or contingent winnings will be credited to the Account; and (c) we shall address the issue that has given rise to the Account suspension with a view to resolving it as soon as reasonably practicable so that the Account can, as appropriate, either be re-activated or closed.

21. IT Failure

21.1 Where problems occur in the software or hardware used by us to provide the Services we will take all reasonable steps to remedy the problem as soon as reasonably practicable. Where such problems cause a game to be interrupted in circumstances where it cannot be restarted from exactly the same position without any detriment to You or other players, we will take all reasonable steps to treat You in a fair manner (which may include reinstating the balance on Your Account



to the position existing following completion of the last game logged on the Operator's server immediately prior to the occurrence of the problem).

21.2 We will not be liable for technical, hardware or software failures of any kind or lost or unavailable network conditions which may limit or prohibit Your ability to enter or participate in any Promotion. We shall not be liable for damage, or loss or injury resulting from entry to any Promotion, including failure to win, acceptance or use of any prize, but nothing in these Terms and Conditions shall operate to exclude liability for any fraud on the part of us or death or personal injury resulting from our own negligence.

22. Events beyond our control

22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms of Use that is caused by events outside our reasonable control, including (without limitation) any telecommunications network failures, power failures, failures in third party computer (or other) equipment, fire, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities (a "Force Majeure Event").

22.2 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

23. Rights of third parties

23.1 No one other than a party to these Terms has any right to enforce any of these Terms.

24. Variation

24.1 These Terms are dated May 2020. No changes to these Terms are valid or have any effect unless agreed by us in writing or made in accordance with this clause 1. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Website and by continuing to use and access the Website following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

25. Complaints and Notices

25.1 No claim or dispute with regard to a game which You have played using the Services will be considered more than 6 months after the date on which the relevant transaction or game play took place.

25.2 Should You wish to make a complaint regarding the Services, as a first step You should, as soon as reasonably practicable, contact Customer Services about Your complaint, which will be escalated as necessary within our team until resolution.

25.3 If there is a dispute arising from the Terms of Use which cannot be resolved by us, You can request that the matter be addressed by a manager or supervisor. We will endeavour to resolve the matter to Your satisfaction either immediately or by contacting You subsequently. When contacting us via email we will send notification of receipt within 24 hours.

25.4 You acknowledge that our random number generator will determine the outcome of the games played through the Services and You accept the outcomes of all such games. You further agree that in the unlikely event of a disagreement between the result that appears on Your screen and the game server used by the Operator, the result that appears on the game server will prevail, and You acknowledge and agree that our records will be the final authority in determining the terms and circumstances of Your participation in the relevant online gaming activity and the results of this participation.



25.5 When we wish to contact You, we may do so using any of Your Contact Details. Notices will be deemed to have been properly served and received by You immediately after an email is sent or after we have communicated with You directly by telephone (including where we leave You a voicemail), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that such email was sent to the specified email address (if any) in Your Contact Details at the time that any such email was sent.

26. Disputes

26.1 We will try to resolve any disputes with you quickly and efficiently.

26.2 If you are unhappy with us please contact us as soon as possible.

26.3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

26.3.1 let you know that we cannot settle the dispute with you; and

26.3.2 give you certain information about our alternative dispute resolution provider

26.4 If you want to take court proceedings, the relevant courts of the Republic of Ireland will have exclusive jurisdiction in relation to these Terms.

26.5 Relevant Irish law will apply to these Terms.

27. Severability

27.1 If any of the Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

27.2 In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, the Operator's original intent.

28. Links

28.1 Where we provide hyperlinks to other websites, we do so for information purposes only. You use any such links at your own risk and we accept no responsibility for the content or use of such websites, or for the information contained on them. You may not link to this site, nor frame it without our express written permission.



1. Definitions and interpretation

1.1. In these Conditions the following definitions apply:

Affiliate

means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

Applicable Law

means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

Business Day

means a day other than a Saturday, Sunday or bank or public holiday [when banks generally are open for non-automated business];

Conditions

means the Supplier's terms and conditions of supply set out in this document;

Confidential Information

means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract

means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order and including all their respective schedules, attachments, annexures and statements of work;

Control

means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;

Controller

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Customer

means the named party in the Contract which has agreed to purchase the Services from the Supplier and whose details are set out in the Order;

Data Protection Laws

means, as binding on either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Protection Supervisory Authority

means any regulator, authority or body responsible for administering Data Protection Laws;

Data Subject

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Documentation

means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;

Force Majeure



means an event or sequence of events beyond a party's reasonable control, including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

GDPR

means the General Data Protection Regulation, Regulation (EU) 2016/679;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

International Organisation

shall have the meaning given to it in applicable Data Protection Laws from time to time;

IPR Claim

has the meaning given in clause 12.1;

Location

means the address or addresses for performance of the Services as set out in the Order;

MSA Offence

has the meaning given in clause 9.2.1;

Order

means the order for the Services from the Supplier placed by the Customer in substantially the same form as set out in the Customer's order form;

Personal Data

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Personal Data Breach

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Price

has the meaning set out in clause 3.1;

Processing

has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly);

Processor

shall have the meaning given to it in applicable Data Protection Laws from time to time;

Protected Data

means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under the Contract;

Services



means the Services set out in the Order and to be performed by the Supplier for the Customer in accordance with the Contract;

Specification

means the description or Documentation provided for the Services set out or referred to in the Contract;

Sub-Processor

means any agent, sub-contractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

Supplier

means Réitigh Cliste Teo, company registration number 507445, with VAT registration number 3162025DH and the registered office of which is at Unit 1, Udárás Na Gaeltachta Industrial Estate, Ballina Road, Belmullet, Co. Mayo (and us or our shall have the same meaning);

Supplier Personnel

means all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time; and

VAT

means value added tax under the Value Added Tax Consolidation Act 2010 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2. In these Conditions, unless the context requires otherwise:

- 1.2.1. a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2. any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.3. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.4. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5. a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.6. a reference to a gender includes each other gender;
- 1.2.7. words in the singular include the plural and vice versa;
- 1.2.8. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.9. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10. without prejudice to the provisions of clause 14, a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
- 1.2.11. without prejudice to the provisions of clause 14, a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 1.2.12. a reference to any Irish action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to that which most nearly approximates to the Irish equivalent in that jurisdiction.

2. Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.



- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Customer respectively.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to the Contract including these Conditions.
- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier for 90 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
 - 2.7.1 the Supplier's written acceptance of the Order; or
 - 2.7.2 the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3. Price

3.1 The price for the Services shall be as follows;

3.1.1 An initial fee of €399.00 (Three Hundred and Ninety Nine Euro) including VAT for registration ("Initial Fee");

3.1.2 A fee on each transaction calculated at a rate of 5.9% including VAT of the value of each transaction ("Transaction Fee");

3.1.3 A fee of 5.5 cent including VAT is charged for each SMS message sent using the Smart Lotto Service;

3.1.4 An annual fee of €149.00 (One Hundred and Forty Nine Euro) excluding VAT at 23%.

3.2 3.2 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.3 3.3 The Supplier may increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing provided that the increase does not exceed 50% of the Prices in effect immediately prior to the increase.

3.4 3.4 Notwithstanding clause 3.3, the Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Services which exceeds 10% and which is due to any factor beyond the control of the Supplier.

4. Payment

4.1 4.1 The Supplier shall invoice the Customer for the Services, partially or in full, at any time following acceptance of the Order.

4.2 4.2 The Customer shall pay the Initial Fee upon signing of this agreement.

4.3 4.3 The Customer shall pay all invoices:

4.3.1 in full without deduction or set-off, in cleared funds within 14 days of the date of each invoice; and



4.3.2 to the bank account nominated by the Supplier.

4.4 4.4 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.4.1 interest shall accrue on a daily basis at a rate of 10% and apply from the due date for payment until actual payment in full, whether before or after judgment.

5. Credit limit

5.1 The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6. Warranty

6.1 6.1 The Supplier warrants that, at the time of performance, the Services shall:

6.1.1 conform in all material respects to their description and the Specification;

6.1.2 be supplied with reasonable care and skill within the meaning of the Sale of Goods and Supply of Services Act 1980; and

6.1.3 in the case of media on which the results of the Services are supplied, be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods and Supply of Services Act 1980.

6.2 6.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.

6.3 6.3 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, remedy, re-perform or refund the Services that do not comply with clause 6.1, provided that:

6.3.1 the Customer serves a written notice on the Supplier within a reasonable period of time from performance in the case of latent defects; and

6.3.2 such notice specifies that some or all of the Services do not comply with clause 6.1 and identifies in sufficient detail the nature and extent of the defects; and

6.3.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.

6.4 6.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

6.5 6.5 Except as set out in this clause 6:

6.5.1 the Supplier gives no warranties and makes no representations in relation to the Services; and

6.5.2 shall have no liability for their failure to comply with the warranty in clause 6.1, and all warranties and conditions (including the conditions implied by the Sale of Goods and Supply of Services Act 1980), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

7. Indemnity and insurance

7.1 7.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.



7.2 7.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the Republic of Ireland to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to the Supplier the benefit of such insurance.

8. Limitation of liability

8.1 8.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.

8.2 8.2 Subject to clauses 8.5 and 8.6, the Supplier's total liability shall not exceed the sum of €500,-

8.3 8.3 Subject to clauses 8.5 and 8.6, the Supplier shall not be liable for consequential, indirect or special losses.

8.4 8.4 Subject to clauses 8.5 and 8.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

8.4.1 loss of profit;

8.4.2 loss or corruption of data;

8.4.3 loss of use;

8.4.4 loss of production;

8.4.5 loss of contract;

8.4.6 loss of opportunity;

8.4.7 loss of savings, discount or rebate (whether actual or anticipated);

8.4.8 harm to reputation or loss of goodwill.

8.5 8.5 The limitations of liability set out in clauses 8.2 to 8.4 shall not apply in respect of any indemnities given by the Customer under the Contract.

8.6 8.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

8.6.1 death or personal injury caused by negligence;

8.6.2 fraud or fraudulent misrepresentation;

8.6.3 any other losses which cannot be excluded or limited by Applicable Law;

8.6.4 any losses caused by wilful misconduct.

9. Intellectual property

9.1 9.1 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any

action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (IPR Claim), provided that the Supplier shall have no such liability if the Customer:



9.1.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;

9.1.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;

9.1.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion;

9.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;

9.1.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer;

9.1.6 uses the Services in combination with any other goods or services, which without such combination, no IPR Claim could or would have been made.

9.2 9.2 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:

9.2.1 procure for the Customer the right to continue receiving the benefit of the relevant Services; or

9.2.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification.

9.3 9.3 The Supplier's obligations under clause 9.1 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

10. Confidentiality and announcements

10.1 10.1 The Customer shall keep confidential all Confidential Information of the Supplier and of its Affiliates and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

10.1.1 any information which was in the public domain at the date of the Contract;

10.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

10.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or

10.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract except that the provisions of clauses 10.1.1 to 10.1.3 shall not apply to information to which clause 10.4 relates.

10.2 10.2 This clause shall remain in force in perpetuity after termination of the Contract.

10.3 10.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

10.4 10.4 To the extent any Confidential Information is Protected Data (as defined in clause 11) such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 11.1.

11. Processing of personal data

11.1 11.1 The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in the Contract relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

11.2 11.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

11.3 11.3 The Customer shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 14.

11.4 11.4 The Supplier shall:

11.4.1 only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the schedule and the Contract (including when making any transfer to which clause 11.9 relates), except to the extent:

- (a) that alternative processing instructions are agreed between the parties in writing; or
- (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

11.4.2 without prejudice to clause 11.1, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

11.5 11.5 Taking into account the state of technical development and the nature of processing, the Supplier shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

11.6 11.6 The Supplier shall:

11.6.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;

11.6.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 11 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations;

11.6.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and

11.6.4 ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

11.7 11.7 The Customer authorises the appointment of the Sub-Processors listed in the schedule.

11.8 The Supplier shall (at the Customer's cost):

11.8.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Supplier; and



11.8.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

11.8 11.9 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the Republic of Ireland or to any International Organisation without the prior written authorisation of the Customer.

11.9 11.10 The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 11 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of [one] audit request in any 12 month period under this clause 11.10).

11.10 11.11 The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

11.11 11.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 11 shall survive termination or expiry of the Contract.

12. Force majeure

12.1 12.1 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 5 days, t either party may terminate the Contract by written notice to the other party.

13. Termination

13.1 13.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if:

13.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

13.1.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

13.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue; or

13.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

13.2 13.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

13.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

13.2.2 is unable to pay its debts either within the meaning of Personal Insolvency Act 2012 or if the Supplier reasonably believes that to be the case;



13.2.3 becomes the subject of a company voluntary arrangement under the Personal Insolvency Act 2012;

13.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

13.2.5 has a resolution passed for its winding up;

13.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

13.2.7 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

13.2.8 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within [seven] days of that procedure being commenced;

13.2.9 has a freezing order made against it;

13.2.10 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

13.2.11 is subject to any events or circumstances analogous to those in clauses 13.2.1 to 13.2.10 in any jurisdiction;

13.2.12 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.2.1 to 13.2.11 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

13.3 13.3 The Supplier may terminate the Contract any time by giving not less than [four] weeks' notice in writing to the Customer if the Customer undergoes a change of Control.

13.4 13.4 The right of the Supplier to terminate the Contract pursuant to clause 13.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Contract.

13.5 13.5 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 13, it shall immediately notify the Supplier in writing.

13.6 13.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

14. Notices

14.1 14.1 Any notice or other communication given by a party under these Conditions shall:

14.1.1 be in writing and in English;

14.1.2 be signed by, or on behalf of, the party giving it; and

14.1.3 be sent to the relevant party at the address set out in the Contract

14.2 14.2 Notices may be given, and are deemed received:

14.2.1 by hand: on receipt of a signature at the time of delivery;

14.2.2 by post: at 9.00 am on the second Business Day after posting;

14.2.3 by Registered Post post: at 9.00 am on the second Business Day after posting; and



14.2.4 by email provided confirmation is sent by first class post: on receipt of a read receipt email from the correct address.

14.3 14.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 14.1 and shall be effective:

14.3.1 on the date specified in the notice as being the date of such change; or

14.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

14.4 14.4 All references to time are to the local time at the place of deemed receipt.

14.5 14.5 This clause does not apply to notices given in legal proceedings or arbitration.

15. Cumulative remedies

15.1 15.1 The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

16. Time

16.1 16.1 Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

17. Further assurance

17.1 17.1 The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

18. Entire agreement

18.1 18.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 18.2 Each party acknowledges that it has not entered into the Contractor any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

18.3 18.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

19. Variation

19.1 19.1 No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

20. Assignment

20.1 20.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.



20.2 20.2 Notwithstanding clause 20.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

21. Set off

21.1 21.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.

21.2 21.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22. No partnership or agency

22.1 22.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

23. Equitable relief

23.1 23.1 The Customer recognizes that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

24. Severance

24.1 24.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

24.2 24.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25. Waiver

25.1 25.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

25.2 25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.



26. Compliance with law

26.1 The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

27. Costs and expenses

27.1 The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

28. Dispute resolution

28.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 28.

28.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

28.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedure:

28.3.1 Within 5 Business Days of service of the notice, the parties shall meet to discuss the dispute and attempt to resolve it.

28.3.2 If the dispute has not been resolved within 5 Business Days of the first meeting of the parties, then the matter shall be referred to the chief executives (or persons of equivalent seniority) of each of the parties. The [chief executives (or equivalent)] shall meet within 5 Business Days to discuss the dispute and attempt to resolve it.

28.4 Until the parties have completed the steps referred to in clause 28.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts.

29. Governing law

29.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Republic of Ireland.

30. Jurisdiction

30.1 The parties irrevocably agree that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).