

1. **THE GAMBLEWISE MOBILE APP**

2. You must be 18 or over to use the App and if you are not 18 or over you must stop using the App and remove it from your device. By using the Gamblewise mobile application (the “App”), you confirm that you are aged 18 or over. The services provided to you via the App rely for their operation on services provided by third parties including mobile telecommunications companies and internet service providers over which We have no control. The services provided via the App also rely on your Device (as defined in paragraph 2.2) operating correctly and on your using the App and your Device in accordance with these terms and conditions (“Terms of Use”).

3. The App is intended to assist you in managing how much time you spend gambling. It is not intended to stop you from gambling and it is not a substitute for you exercising control over how much time you spend gambling or for self-exclusion. Please see paragraph 2.8 for other sources of help if you need further assistance in managing the time you spend gambling or help with controlling your gambling activity.

4. ABOUT US The App is provided by Gamblewise Limited (“We” / “Us” / “Our”), a private company incorporated and registered in England and Wales with company number 10475959 whose registered office is at 85 Great Portland Street, First Floor, London, W1W 7LT The App is owned by Us and Our licensors and managed by Us. All information supplied through the App is managed by Us.

4.1 We can be contacted by writing to Gamblewise Limited, at

85 Great Portland Street, First Floor, London, W1W 7LT

or by e-mail at <http://www.gamblewise.org/pages/contact-gamblewise/> or by telephone at

+44 207 565 0020

5. introduction

5.1 These Terms of Use set out the agreement between you and Us for the terms on which you may use the App (“**Agreement**”). Our privacy policy [<https://www.gamblewise.org/>] sets out how we collect and user personal data – see paragraph 11.

5.2 You may only use the App on a smartphone or tablet which meets the minimum technical requirements set out in paragraph 4 (“**Device**”).

5.3 It is important that you read and understand these Terms of Use very carefully before clicking on “I Accept”. By clicking on “I Accept”, you confirm that you have read and agree to be bound by these Terms of Use. If you do not accept these Terms of Use, you are not permitted to use the App and you must remove it from your Device immediately. Your use of the App also constitutes acceptance of these Terms of Use.

5.4 We will send you a printer-friendly version of these Terms of Use by email when you have registered to use the App. We recommend that you save or print a copy of these Terms of Use for future reference.

5.5 Any contract you have with your respective mobile network provider (“**Mobile Provider**”) continues to apply and you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the App and any third party charges that you may incur from time to time. You will be solely responsible for any costs and other charges or expenses charged by your Mobile Provider, internet service provider or network operator and any other third party provider in relation to your internet service, your mobile service and any use of the App.

5.6 ***While all these Terms of Use are important, you should pay particular attention to:***

- (a) ***the description of the Gamblewise Service set out in paragraph 5;***
- (b) ***the conditions of use the App set out in paragraph 6;***
- (c) ***when We may terminate these Terms of Use as set out in paragraph 17; and***
- (d) ***Our liability to you set out in paragraph 10.***

5.7 If you download the App onto any Device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms of Use, whether or not you own the Device, whenever you use the App.

5.8 **If you need assistance in controlling your gambling activity, you should consult one of the support organisations who could help you, such as GambleAware, Gamblers Anonymous, Gambling Therapy, Gamcare or one of the other agencies listed on their website (<http://www.gamcare.org.uk/support-and-counselling>).**

6. REGISTRATION

6.1 You must register for an account with Gamblewise by completing and submitting the account registration form via the App (your "**Account**").

6.2 You confirm that the information you provide to Us is true, accurate and complete. You agree to notify Us promptly in writing (including email) if there are any changes to any of your information.

6.3 Your login details for your Account are for your own personal use only and you must keep your login details confidential and secure. Sharing your login details with any other person is strictly prohibited. You must not use any other person's account to access the Gamblewise Service. You must notify Us in writing (including email) immediately if you suspect or become aware of any unauthorised use of your Account, your login details or any breach of Our security, giving details of the unauthorised use or breach.

6.4 Without prejudice to Our rights and remedies, We reserve the right to promptly disable your login details and suspend and/or terminate your access to the App, if in Our reasonable opinion We believe that you have breached any of these Terms of Use. We will promptly notify you if we disable your login details or suspend or terminate your access to the App.

7. TECHNICAL REQUIREMENTS

Available internet inside registered venues 3g/4g or wifi.

Enabled bluetooth.

Minimum operating system: 6.0 for Android and 10 for iOS.

7.1 In order to use the App, your Device must have access to the internet via wifi or mobile data connection and must meet Our minimum specifications, which are currently:

- (a) Android OS smartphone or tablet devices running Android OS [4.3] and upwards or Apple iPhone and iPad devices running iOS [9.0] and upwards or as otherwise stipulated by Us from time to time;
- (b) device screen size [4.6" to 10.5"];

- (c) Bluetooth capability; and
- (d) Language: English,

8. the “Minimum Requirements”.

- 8.1 You must ensure that your Device contains adequate anti-virus protection and any appropriate firewall protections to prevent unauthorised access and use.
- 8.2 We reserve the right to upgrade versions of the App available from time to time, to alter functionality of the App and to change the Minimum Requirements from time to time. This may require you to update, at your own cost, the functionality of other compatible software and/or your Device in order to ensure that the App continues to operate as intended. If we release an upgraded version of the App, the App will automatically be updated if you have downloaded it from Google Play or, if you have downloaded it from the App Store, the upgraded version of the App will be available under the ‘Updates’ tab of the App Store for you to install on your Device.
- 8.3 By using the App, you agree to Us collecting and using technical information about the Devices you use the App on and related software, hardware and peripherals to provide and improve the Gamblewise Service; any personal data will be collected and used only in accordance with Our privacy policy
- 8.4 [//docs.google.com/document/d/1DbSk8UEfl9sBI0Epm9J7dlow26YxZaFrbRI-TA8BtR0/edit](https://docs.google.com/document/d/1DbSk8UEfl9sBI0Epm9J7dlow26YxZaFrbRI-TA8BtR0/edit)– see paragraph 11.

9. THE GAMBLEWISE SERVICE

- 9.1 The App is designed to work only when you are in a gambling area within licensed gambling premises in Great Britain at which the Gamblewise Service is offered (“**Gambling Venue**”). You will know if you have entered a Gambling Venue because there will be a sign saying [“Gamblewise supported here”] at the main public entrance to the premises and (if different) at the entrance to the Gambling Venue where gambling takes place and you will receive a notification after a short period if the App detects that you are located in a Gambling Venue. This notification will be sent to you as a notification via the App, an SMS message and/or an email (in accordance with your preferred method of communication which you set via the App).
- 9.2 The App allows you to set time limits on the time you spend in a Gambling Venue and the frequency of visits you make to a Gambling Venue in a particular period and to select one or more of the following notification options to apply when the time limit or the limit on the number of visits you have set is reached:
 - (a) to receive an automated notification on your Device via the App, SMS or email;
 - (b) to set the App to send an automatic notification to the operator of the Gambling Venue at which you are gambling (the “**Operator**”) requesting that a member of staff of the Operator speaks to you to remind you that you have reached your time limit and you should stop gambling or leave the Gambling Venue (a “**Reminder**”); and/or
 - (c) to set the App to send a notification by email and/or text message to any person such as a family member or friend whose email address and/or mobile phone number you have entered into the App so that person can take any action you have agreed with them,

10. (the “Gamblewise Service”).

- 10.1 If you set the App either to request a Reminder from the Operator or to notify a family member, friend or other person, you will also receive an automated notification on your Device when the time limit or the limit on the number of visits you have set is reached. **Whether or not you set**

the App to request a Reminder from the Operator, the Operator and Gamblewise will be notified when the time limit or the limit on the number of visits you have set is reached and the Operator may in its discretion take any action it considers appropriate in these circumstances.

10.2 The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described in the app store and these Terms of Use) meet your requirements.

10.3 For the Gamblewise Service to operate, you must:

- (a) be located in a Gambling Venue;
- (b) have selected limits on the App (which uses Greenwich Mean Time as the time zone) as follows:
 - weekly recurrence (from 1 visit to 6 visits per week); and
 - maximum time allowed per day;
- (c) have selected at least one of the notification options set out in paragraphs 5.2(a), (b) and (c); and
- (d) ensure that your Device is switched on and connected to the internet via wifi or mobile connection with the App opened and Bluetooth enabled and that the Device's battery is sufficiently charged for the duration of your visit to the Gambling Venue.

10.4 Using the App you may in addition select times, such as the specific day of a week or month and/or an hourly time interval when you choose not to visit a Gambling Venue.

10.5 If you request a Reminder from the Operator when you have reached any limit you have set on the App, the Operator will use reasonable efforts to ensure that its staff (a) approach you as soon as reasonably practicable after they have received the notification from the App and (b) remind you that you have reached your limit and you should stop gambling or leave the Gambling Venue. However, there may be circumstances when the Operator's staff may not be able to approach you promptly after the App has sent them a notification, for example if the Operator's staff are busy assisting other customers or dealing with an urgent operational problem or an emergency in that location or if they do not receive the notification for reasons beyond Our and the Operator's control, for example if there is a failure of IT or communications equipment, networks or systems which are not under Our or the Operator's control, or for reasons which could not have been foreseen at the time you and We entered into this Agreement. In such circumstances neither We nor the Operator are responsible for the consequences of failing to approach you promptly as part of a Reminder following a notification from the App. **The App is intended to assist you in controlling how much time you spend gambling; it is not intended to stop you from gambling and it is not a substitute for you exercising control over how much time you spend gambling or for self-exclusion.**

11. CONDITIONS OF USE

11.1 In return for agreeing to comply with these Terms of Use you may:

- (a) download the App onto [1] Device and view, use and display the App on the Device for your personal use only; [if the app store from which you downloaded the App permits family sharing, you may share the App in accordance with the rules set out by that app store but only if each other person permitted by family sharing to use the App agrees to these Terms of Use and the Privacy Policy (which is defined in paragraph 11.1) before he or she uses the App;]

- (b) use any related documentation to support use of the App as permitted by these Terms of Use; and
 - (c) receive and use any free supplementary software code or update of the App incorporating patches and corrections of errors that We may provide to you.
- 11.2 Subject to the sharing rights outlined in paragraph 6.1(a), you must not allow any other person to use the App and you may not transfer the App to anyone else for any reason. If you sell or give away any Device on which the App is installed, you must remove the App from it first.

12. RESTRICTIONS

- 12.1 Except as expressly permitted in these Terms of Use, unless you have requested and received Our prior written consent you must not:
- (a) copy the App except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
 - (b) modify or translate the App in whole or in part, or combine or merge the App with any other object code or program;
 - (c) reverse engineer, decompile, disassemble, reduce the object code of the App to source code form or create (or attempt to create) derivative works based on the whole or any part of the App, except to the extent that such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
 - (i) is not supplied without Our prior written consent to any third party to whom it is not necessary to supply it in order to achieve the Permitted Objective; and
 - (ii) is not used to create any software that is substantially similar in its expression to the App;
 - (iii) is kept secure; and
 - (iv) is used only for the Permitted Objective;
 - (d) distribute, sub-license, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the App or your right to use the App;
 - (e) remove, modify, block, disable, obscure or impair any copyright, trademark, or other proprietary notices, material or advertising belonging to Us, Our licensors or other third parties contained within the App;
 - (f) incorporate the App into another service or website or make it available via framing or mirrors;
 - (g) extract any data or metadata from the App or create any index or database incorporating any part of it;
 - (h) circumvent, disable or otherwise interfere with security-related features of the App or features that (x) prevent or restrict use or copying of any part of the App or (y) enforce limitations on use of the App, in each case other than to exercise your rights under paragraphs 7.1(a) and 7.1(c);

- (i) do anything that may cause damage to the App;
- (j) carry out any harmful or illegal activities using the App; or
- (k) use the App in any manner not expressly authorised by these Terms of Use.

13. ACCEPTABLE USE

13.1 You must:

- (a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or into any operating system);
- (b) not infringe any rights (including intellectual property rights) belonging to Us or any third party in relation to your use of the App;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- (d) not use the App in a way that could damage, disable, overburden, impair or compromise Our or the Operator's systems or security or interfere with other users of the App or other customers of the Operator;
- (e) comply with any applicable third party terms and conditions in respect of your use of the App; and
- (f) not collect or harvest any information or data from the Gamblewise Service or Our systems or attempt to decipher any transmissions to or from Our servers.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All intellectual property rights in the App and related documentation throughout the world belong to Us and Our licensors and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or related documentation other than the right to use them in accordance with these Terms of Use.

15. OUR LIABILITY

- 15.1 We are not liable to you for any loss or damage you suffer (whether or not caused by Us) in circumstances where there is no breach of contractual obligation or legal duty owed to you by Us or the Operator. This includes but is not limited to:
- (a) circumstances when the Operator's staff may not be able to approach you promptly after they have been sent a notification from the App, including but not limited to the circumstances described in paragraph 5.7;
 - (b) any failure by your family member, friend or other person to contact you or give an appropriate reminder after he or she has been sent an email or text message generated by the App;
 - (c) any action you take or fail to take after you receive a notification from the App or after a member of the Operator's staff has approached you as part of a Reminder or after a family member, friend or other person has contacted you after receiving a notification from the App; or
 - (d) any loss or damage resulting directly or indirectly from:

- (i) any failure of the internet;
 - (ii) the failure of any IT and/or communications equipment, networks or systems which are not operated by or on behalf of Us or the Operator (including but not limited to your Mobile Provider's network); and/or
 - (iii) any failure which has not been caused by Us or the Operator;
- 15.2 We are also not liable to you for any loss or damage (including lost or winning bets or wagers, continued gambling, lost opportunities to gamble and/or damage to any Device or content belonging to you) resulting directly or indirectly from:
- (a) a failure of any IT and/or communications equipment, networks or systems operated by or on behalf of Us and/or the Operator which could not have been foreseen at the time you and We entered into this Agreement;
 - (b) any use of the App by you in a manner that We do not authorise;
 - (c) Our ending, suspending or restricting use of the App in accordance with these Terms of Use;
 - (d) your negligence, your failure to follow Our reasonable instructions or any other breach by you of these Terms of Use (or any other contract you have with Us), unless We were in breach of a legal obligation or duty of care owed to you by Us and that breach is the substantial cause of the loss or damage;
 - (e) any error, bugs or viruses arising in your use of the App that are not directly caused by or attributable to the App; or
 - (f) any incompatibility of the App with any other software, hardware or material on your Device.
- 15.3 If We fail to comply with these Terms of Use, We are responsible for loss or damage you suffer that is a foreseeable result of Our breaching these Terms of Use (subject to paragraphs 10.5 and 10.6) or Our failing to use reasonable care and skill or Our failing to perform the Gamblewise Service within a reasonable time, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if, at the time you accept these Terms of Use, it is obvious that it will happen or both We and you knew it might happen.
- 15.4 Nothing in these Terms of Use excludes or limits Our liability for: (a) death or personal injury arising from Our negligence; (b) Our fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under English law.
- 15.5 Reflecting the fact that whether and how much to gamble is your personal choice, We are not liable to you for any lost or winning bets or wagers, continued gambling or lost opportunities to gamble.
- 15.6 Subject to paragraphs 10.1 to 10.5 (inclusive) Our liability to you for loss or damage you suffer that is a foreseeable result of:
- (a) any faults or delays in the Gamblewise Service; or
 - (b) the services to be provided by the Operator in connection with a Reminder,
16. shall be limited to £500 but this limit shall not apply where loss or damage you suffer is a foreseeable result of Our failure to use reasonable care and skill or to perform within a reasonable time.

- 16.1 If defective digital content that We have supplied damages a Device or digital content belonging to you, We will either repair the damage or pay you compensation for foreseeable loss. However, We will not be liable for damage that you could have avoided by following Our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the technical requirements advised by Us.
- 16.2 The App is for domestic and private use. If you use the App for any commercial, business or resale purpose We will have no liability to you for any loss of profit, loss of business, loss of revenue, business interruption, loss of business opportunity or any other loss associated with such commercial, business or resale use.
- 16.3 We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.
- 16.4 If Our provision of support for the App is delayed by an event outside Our control then We will contact you via the App, an SMS message and/or email (depending on your preference set via the App and the methods that are available) as soon as possible to let you know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event but you may terminate these Terms of Use by ceasing to use the App and deleting or removing it from your Device.
- 16.5 The App, which is available on Google Play and the Apple's App Store, is made available for use in Great Britain. We make no representations that the App is appropriate or is available for use or will function in other locations. Those who access or use the App in other jurisdictions do so at their own risk and are responsible for compliance with local law.
- 16.6 If and to the extent that any section of this paragraph 10 (or part of any section) is found by any court to be invalid, unenforceable or illegal, that section or sub-section shall be deemed to be deleted and the other sections shall remain unaffected.
- 17. YOUR PRIVACY**
- 18. [We ONLY USE ANY PERSONAL DATA We COLLECT THROUGH YOUR USE OF THE APP IN THE WAYS SET OUT IN OUR PRIVACY POLICY WHICH CAN BE FOUND HERE**
- 18.1 [<https://docs.google.com/document/d/1DbSk8UEfl9sBI0Epm9J7dlow26YxZaFrbRI-TA8BtR0/>] ("Privacy Policy").
- 18.2 Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.]
- 19. THIRD PARTY WEBSITES**
- 19.1 You acknowledge that the App may contain links to third party websites that are not owned or controlled by Us. Such links are provided for your reference only. We do not control such websites and are not responsible for the contents or your use of them, and as a result We do not accept responsibility for the availability, suitability, reliability or content of such third party websites.
- 19.2 Our inclusion of such hyperlinks in the App does not imply any endorsement of the material or the views expressed within them.
- 20. SUPPORT**
- 20.1 If you think the App is faulty or misdescribed or wish to contact Us for any other reason please email Our customer service team at info@gamblewise.org or call them on +44 207 565 0020

20.2].

20.3 If We have to contact you We will do so by email or by SMS, using the contact details you have provided to Us.

21. CHANGES TO THE APP

21.1 From time to time We may update the App (for example, to improve performance, enhance functionality, reflect changes to the operating system or address security issues). We may send you automatic updates or ask you to install updates provided by Us for any of these reasons.

21.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

21.3 The App will always work with the current and immediately previous versions of Android OS and Apple iOS (as they may be updated from time to time) and match the description of it provided to you when you downloaded it or provided with the most recent update of the App.

22. CHANGES TO THESE TERMS OF USE

22.1 We may at any time change these Terms of Use. Such changes may include, but are not limited to, changes that are: (a) the result of a change in the law or any relevant regulation or Our business; (b) necessary for the provision of the App; or (c) the result of any improvements to the App.

22.2 We will notify you by email of any changes to these Terms of Use at least 30 days before the change takes effect. If you do not accept any change to these Terms of Use, please stop using the App and delete or remove it from your Device before the date the change takes effect. If you continue to use the App after the change(s) take effect, you accept the change(s) to these Terms of Use.

23. TRANSFER OF RIGHTS

23.1 We may transfer Our rights and obligations under these Terms of Use to another organisation. We will always tell you in writing (including email) if this happens and We will ensure that the transfer will not affect your rights or obligations under these Terms of Use.

23.2 You may not transfer your rights or your obligations under these Terms of Use to another person. If another person wishes to use the App, he/she must download the App and agree to these Terms of Use.

24. TERMINATION

24.1 These Terms of Use apply from when you click "I Accept" as part of the registration process to use the App and will remain in full force and effect while you use the App until terminated in accordance with this paragraph 17.

24.2 We may terminate these Terms of Use and your use of the App, or suspend your use of the App, immediately by notice to you by email, SMS or via an electronic communication via the App if:

- (a) We reasonably consider that you have used the App in a way that is contrary to these Terms of Use;
- (b) in Our reasonable opinion, We believe there has been unauthorised access to the App;

- (c) We, at Our sole discretion, decide to withdraw the App (whether in whole or in part); or
 - (d) We or the Operator have a legal or regulatory obligation imposed which impacts Our or the Operator's ability to provide the App or the Gamblewise Service.
- 24.3 In addition to Our rights under paragraph 17.2 We may terminate these Terms of Use and your use of the App, or suspend your use of the App, for any other reason provided that We give you thirty (30) days' notice of such termination or suspension by email, SMS or via an electronic communication via the App.
- 24.4 You may terminate these Terms of Use at any time by ceasing to use the App and deleting or removing it from your Device.
- 24.5 Upon termination for any reason:
- (a) all rights granted to you under these Terms of Use cease;
 - (b) you must cease all activities authorised by these Terms of Use; and
 - (c) you must delete or remove the App from your Device.

25. GENERAL

- 25.1 This Agreement is between you and Us. No other person shall have any rights to enforce any of its terms unless you downloaded the App from the App Store, in which case Apple and Apple's subsidiaries will have the right to enforce these Terms of Use against you as a third party beneficiary (see paragraph 19.1). Neither you nor We will need to get the agreement of any other person in order to end the Agreement or make any changes to these Terms of Use.
- 25.2 Even if We delay in enforcing this contract, We may still enforce it later. If We do not insist immediately that you do anything you are required to do under these Terms of Use, or if We delay in taking steps against you in respect of your breaching these Terms of Use, that will not mean that you do not have to do those things and it will not prevent Us taking steps against you later.
- 25.3 These Terms of Use are governed by English law (including non-contractual disputes or claims) and you may bring legal proceedings in respect of these Terms of Use and the App in the courts of England and Wales. If you live in Scotland you may bring legal proceedings in respect of these Terms of Use and the App in the courts of Scotland or England and Wales.
- 25.4 If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the relevant provision shall be deemed modified to the minimum extent necessary to make it valid, and the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Use which will remain in full force and effect.

26. ADDITIONAL TERMS

27. [\[https://itunes.apple.com/ro/app/gamblewise/id1150007656?mt=8\]](https://itunes.apple.com/ro/app/gamblewise/id1150007656?mt=8)

- 27.1 The following additional terms apply if you download the App from the App Store:
- (a) You acknowledge and agree that:
 - (i) this Agreement is concluded between You and Us only, and not with Apple, and We not Apple are solely responsible for the App and its content;

- (ii) We are responsible for providing any maintenance and support services for the App as described in these Terms of Use or as required under applicable law and Apple has no obligation whatsoever to provide any maintenance and support services for the App;
 - (iii) We not Apple are responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including but not limited to: (I) product liability claims; (II) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (III) claims arising under consumer protection, privacy, or similar legislation;
 - (iv) if there is any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, We not Apple will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim; and
 - (v) Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use and upon your acceptance of these Terms of Use Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary.
- (b) If there is any conflict between these Terms of Use and the App Store terms of service, the App Store terms of service shall take priority.
 - (c) You may only use the App on any Apple-branded products which you own or control and only as permitted by the usage rules in the App Store terms of service, except that the App may be accessed and used by other accounts associated with you via family sharing (where permitted by the App Store).
 - (d) We are solely responsible for any product warranties offered under these Terms of Use. If the App does not conform to any warranty offered under these Terms of Use, you may notify Apple, and Apple will refund to you the purchase price (if any) for the App. To the maximum extent permitted by applicable law, Apple has no obligation whatsoever with respect to any warranty for the App and subject to these Terms of Use We will solely be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty offered under these Terms of Use.
 - (e) You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

28. <https://play.google.com/store/apps/details?id=com.gamblewise.client&hl=en>

29.

- 1.1 If you download the App from Google Play, We grant you a non-exclusive, worldwide and perpetual licence to perform, display and use the App on the Device. Use of the App may include, but is not limited to, a family group, with a family manager and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play will be subject to reasonable limits designed to prevent abuse of family-sharing features. Users in a family group may purchase a single copy of the App (except in-app and subscription products, which cannot be shared) and share it with other family members in that family group.

- 1.2 The ways in which you may use the App may also be governed by the terms of service of Google Play. If there is any conflict between these Terms of Use and the terms of service of Google Play, the terms of service of Google Play shall take priority.