

## **1. Introduction**

1.1. The below terms and conditions are governed solely by the laws of Curacao exclusively

1.2. The below terms and conditions, together with our Acceptable Use Policy and Privacy Policy (which are each hereby incorporated by reference) (together, 'Terms') govern all use of the betting platform ('Platform') provided by Asianstorm via the website at [www.asianstorm.com](http://www.asianstorm.com).

1.3. By using the Platform you represent that you have read, understood and agree to be bound by these Terms.

## **2. Nature of the Platform**

2.1. The Platform provides an automated means by which you, the authorized user, ('you') can enter into online betting transactions ("Bets") with certain third party bookmakers with whom you hold a betting account. The Platform, and the software comprised in the Platform ('Software'), therefore merely facilitates betting activities you would otherwise have to action manually. You agree that you are fully responsible and liable for the management and maintenance of all betting accounts held by you, for the checking and verification of all Bets, including their status and accuracy, and for all aspects of Bet selection. You agree (i) that Asianstorm have no responsibility or liability in any of these respects and (ii) that we shall provide you with no advice, recommendation or other guidance relating to betting, betting accounts or otherwise.

2.2. The odds and staking limits available via the Platform are determined exclusively by the bookmaker(s). However, Asianstorm may choose, at its sole discretion, to stand the liability relating to a percentage of the stakes placed by you with the relevant bookmaker(s). Any remaining stakes for which Asianstorm does not assume liability will be struck directly with the relevant bookmaker(s).

2.3 All Bets are settled exclusively by the bookmakers. Asianstorm will not hold any responsibility for the bookmaker's decisions, including (but not limited to) rejected bets, void bets, cancelled events or errors in Bet settlement (i.e. through incorrect event results, manual errors, technical errors or otherwise). Voided bets will be displayed on the platform and you have the right to get screenshot of the bookie's original bet slip.

2.4. The inclusion of bookmakers in the Platform does not indicate any recommendation, endorsement or approval by Asianstorm.

2.5 It is your responsibility to check each bookmaker's betting rules. All Bets, including Bets where Asianstorm assumes partial liability, will be settled according to the betting rules of the bookmaker with whom the Bet is struck.

### **3. Account Information**

3.1. You represent and undertake that:

- a) Your use of the Platform will not breach any law, regulation, code of conduct, code of practice or any obligation to any third party;
- b) if you are an individual, you represent and confirm that you are at least 18 years of age, you are of sound mind and fully capable of entering into binding legal agreements; and
- c) Asianstorm has the right to request documents, in order to verify your identity

3.2. We are under no obligation to permit any entity or person to use the Platform and we reserve the right to refuse anyone permission to use the Platform in our absolute discretion.

3.3. You will keep all account information, including username(s) and password(s), secure and strictly confidential. You agree to notify us immediately if you become aware of any unauthorized use of the Platform.

### **4. Use of the Platform**

4.1. You undertake to use the Platform for legitimate betting purposes only and strictly in accordance with these Terms. You may not use the Platform if use would be illegal in the jurisdiction in which you are located.

4.2. You are fully responsible and liable for all Bets and for all related profits, losses and other liabilities, including (without limitation) choice of Bets, accuracy, amounts staked and setting and/or compliance with applicable betting limits. You understand and accept that you may lose money on Bets and that you bear full responsibility for all and any losses. Asianstorm will under no circumstances be liable for such losses.

4.3. You are responsible for understanding the content and operation of the Platform, including the functionality of the Software.

Asianstorm will not hold responsible for any losses caused because of misuse or mistakes done by you when operating the software.

4.4. You agree that you will:

- a) provide us with all co-operation and assistance required in relation to the provision of the Platform and the investigation of any interruptions, faults, outages or security issues;
- b) provide us with all data and other information reasonably required in relation to these Terms, including security access information and software interfaces to any relevant business applications, and ensure that all information provided is true, accurate, complete and not misleading in any material respect; and
- c) carry out your obligations in a timely and efficient manner and notify us immediately of any breaches or suspected breaches.

4.5. Should you fail to perform any such obligations then we will not be liable for any delay, loss or damage arising from such failure or from reliance on information or materials provided by you.

4.6. You may not use the Service if you live in any of the following countries:

- Australia, Aruba, Bonaire, Curacao, France, The Netherlands, Saba, Statia, St. Maarten, Singapore, Spain, the United Kingdom, the USA and any other jurisdiction that the Central Government of Curacao deems online gambling illegal. This includes all of the named Nations' Territories and Possessions.

Some bookies offered will be restricted in countries they do not currently operate in , compliant with each separate bookies terms & conditions for restricted countries. These restrictions will happen automatically on opening of account depending on account holders country of residence.

All accounts require KYC . Know your client , verification.

## **5. Reliance on Platform Data**

5.1. The information available via the Platform relating to the indicative price and volume offered by bookmakers ('Offer(s)') is provided on an "as is" basis and Asianstorm makes no representations and gives no warranties in respect of the accuracy of

that information.

5.2. You accept that Asianstorm shall have no liability for inaccuracies in Offers, save where the inaccuracy results from the negligence of Asianstorm. You accept that all Offers are invitations only, so that we are not able to guarantee the availability or currency of the Offer when you come to execute the Bet.

## **6. Suspension of Platform & Maintenance**

6.1. We reserve the right to limit, suspend or terminate access to the Platform without liability:

- a) if we consider it reasonably necessary to protect your or our interests, or the interests of any third party (including our clients) and/or to protect the security or operation of the Platform or Asianstorm's systems or network or those of our clients;
- b) if you breach any of these Terms or if we reasonably believe you have so breached or are about to breach;
- c) if you fail to cooperate with us regarding any suspected or actual breach of these Terms; or
- d) if required to do so by law or further to a request from any regulatory or governmental authority.

6.2. We may suspend all or any part of the Platform for the purpose of repair, maintenance or improvement. We shall provide you with reasonable advance notice of suspensions wherever possible and use reasonable endeavors to keep any such suspensions to a minimum. If we suspend owing to defect or compromise on your part, the suspension will not be lifted until the default is rectified to our reasonable satisfaction.

## **7. Exclusions**

7.1. You recognize and accept that although operating the Platform, we cannot promise that it will be error-free, immune from security risks or available on an uninterrupted basis. We will use all reasonable endeavors to maintain the accuracy and availability of the Platform but we cannot provide any warranty in those respects.

7.2. You agree and accept that Asianstorm (and any third company affiliate who powers and/or maintains the platform) will have no liability for any bugs, defects or other errors in the Platform (including the Software) unless they arise from our negligence.

Notwithstanding the foregoing, you specifically agree that we shall have no liability in respect of any losses (including without limitation any gambling losses) you may incur as a result of your reliance upon any incorrect Platform data (including without limitation any incorrect notification of rejection or non-execution of any transaction) unless you first request us to check the accuracy of the said data and we negligently confirm it as accurate. Any such liability shall nevertheless be subject to the limitations and exclusions set out in clause 10 below.

7.3. You agree and accept that we (and any third company affiliate who powers and/ or maintain the platform) will have no liability in respect of any failure or delay by you in respect of (i) the management and maintenance of your betting accounts, including (without limitation) any failure to ensure the availability and sufficiency of funds, (ii) the checking and verification of all Bets, including (without limitation) as to their status and accuracy, and/or (iii) any other aspect of Bet selection. You acknowledge and accept that you have access to your betting accounts other than via the Platform and you agree you are responsible for regularly monitoring and checking all aspects of your betting activity by those other means.

7.4. We are not responsible for unauthorized access to your data or the unauthorized use of the Platform unless the unauthorized access or use results from our failure to meet our reasonable security obligations.

## **8. Ownership**

8.1. Asianstorm is the exclusive provider of the platform and the sole owner of the website . Asianstorm is liable for any claim (subject to the Limitations set out in section 10) which might rise from the usage of the platform. You have no rights in, or to, the Platform or the Software other than the limited right of usage set out in clause 4 above.

8.2. You represent and undertake that, except as may be permitted under applicable laws or expressly agreed by us, that you will not:

- a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform or any related or associated documentation (“Documentation”) (as applicable) in any form or media or by any means; or
- b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- c) access all or any part of the Platform and/or Documentation in order to build a product or service which competes with the Platform and/or the Documentation; or
- d) use the Platform to provide services to third parties; or
- e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform (or any part thereof) available to any third party; or
- f) attempt to obtain, or assist third parties in obtaining, access to the Platform, other than via an agreement with us.

## **9. Indemnity**

You agree to defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Platform and/or your breach or non-compliance with these Terms.

## **10. Limitation**

10.1. Except as expressly and specifically provided in these Terms all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

10.2. Nothing in this Agreement excludes liability (i) for fraud or fraudulent misrepresentation, or (ii) which we may not exclude under applicable law.

10.3. You agree that (i) you are an authorized user only, (ii) your rights to use the Platform derive solely from the rights of the Asianstorm account holder under whose authority you are issued with a username and password (“Account Holder”), (iii) Asianstorm’s sole liability shall be to the Account Holder, and (iv) you will have no

rights against Asianstorm, contractual or otherwise, and you hereby expressly waive all such rights. Without prejudice to the foregoing and subject to clauses 10.2 and 10.3:

- a) Asianstorm shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits (direct or indirect), loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and
- b) Broke's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, to the Account Holder (including all authorised users) shall be limited to: (i) £50,000 (fifty thousand pounds sterling), or (ii) the total Fees paid by you in the 6 months immediately prior to the event or incident giving rise to the claim; whichever is the lower.

## **11. Termination**

11.1. Without prejudice to any other rights we may have, we may terminate your access to the Platform immediately and without liability if you:

- a) breach any of the terms of the Acceptable Use Policy;
- b) commit a material breach of any of these Terms which is not remediable or which (if remediable) fails to be remedied within 30 days of written notice of the breach;
- c) cease to be able to pay your debts as they fall due or if you enter into insolvency or administration proceedings, make an arrangement with creditors, or take or suffer any similar or analogous action in any jurisdiction; or
- d) provide to us any false, misleading or otherwise inaccurate information

11.2. We reserve the right to limit, suspend or terminate access to the Platform without liability at any time and for whatever reason. Asianstorm reserves the right to close or suspend your account at any time and for any reason. Without limiting the preceding sentence, Asianstorm shall be entitled to close or suspend your account if:

1.Asianstorm considers that you have used the Website in an unfair manner, have deliberately cheated or Fund passing or taken unfair advantage of Asianstorm or any of its customers.

If Asianstorm closes or suspends your account, in which case, you shall be liable for any and all claims, losses, liabilities, damages, costs, and expenses incurred or suffered by Asianstorm arising therefrom and shall indemnify and hold Asianstorm harmless on demand for such Claims. Asianstorm shall also be entitled to withhold and/or retain any and all amounts which would otherwise have been paid or payable to you.

## **12. Confidentiality**

12.1. You agree to keep secret any confidential information received from us, namely any information which is confidential in nature or is marked as such, including information and material relating to our business, financial information, betting information and history, intellectual property rights, business processes, supplier relationships, client details and activities under these Terms ('Confidential Information'). For the avoidance of doubt, the Platform and the Software (including all related information and data) are confidential.

12.2. You agree not disclose to disclose any Confidential Information to any third party without our prior written consent, to store all Confidential Information in a secure place when not in use and safeguard Confidential Information in a manner no less secure than that you apply to your own confidential information of the same or similar nature, and to use the Confidential Information only for the purpose of using the Platform in accordance with these Terms.

12.3. Confidential Information will not include information that you can demonstrate on reasonable grounds (i) was previously known by you without any obligation to hold it in confidence, (ii) is independently developed by you without reference to the Confidential Information; (iii) is or becomes available to the public through no breach of these Terms; (iv) is required to be disclosed by law, regulations, valid order of a court or other governmental body, provided that you will use commercially reasonable efforts to notify us in advance of such required disclosure; or which is lawfully received, without restriction, against disclosure, from a third party free to disclose such information.

## **13. Force majeure**



We shall have no liability for any delays or failures which result from circumstances beyond our reasonable control.

#### **14. Amendments**

We may amend the Terms by posting the amended terms on the Website. Amendments shall automatically come into effect 30 days after being posted on the Website unless you notify us that you do not agree to any of the proposed amendments.

#### **15. Assignment**

The rights granted under these Terms are personal to you and you may not sell, assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of your rights and obligations without our prior written agreement. Asianstorm may at any time assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without your consent.

We may amend the Terms by posting the amended terms on the Website. Amendments shall automatically come into effect 30 days after being posted on the Website unless you notify us that you do not agree to any of the proposed amendments.

#### **16. Entire Agreement**

You confirm that you have not entered into these Terms on the basis of any representation that is not expressly set out herein. Nothing hereby excludes liability for fraud

#### **17. Severance**

If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms

#### **18. Law and Jurisdiction**

These Terms (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these Terms) shall be governed by and construed in accordance with English law. The Parties agree that the English Courts shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with these Terms and irrevocably submit to the jurisdiction of such court.

### **Acceptable Use Policy**

This Acceptable Use Policy (AUP) governs your use of Asianstorm's Platform available via the website . Unless otherwise indicated, capitalized terms not defined in this document shall bear the definitions set out in our general terms.

By using or applying for use of the Platform, you agree to abide by the terms of this AUP, which is incorporated into any agreement between you and Asianstorm.

### **Prohibited Uses – Overview**

You cannot transfer, sell, or pledge Your Account to another person. This prohibition includes the transfer of any assets of value of any kind, including but not limited to ownership of accounts, winnings, deposits, bets, rights and/or claims in connection with these assets, legal, commercial or otherwise. The prohibition on said transfers also includes however is not limited to the encumbrance, pledging, assigning, usufruct, trading, brokering, hypothecation and/or gifting in cooperation with a fiduciary or any other third party, company, natural or legal individual, foundation and/or association in any way shape or form.

You may use the Platform only for lawful purposes. You may not use it:

in any way that breaches any applicable local, national or international law or regulation.

You represent and warrant that at the time of registering and throughout the duration you have an account with us, you have not engaged and will not engaged in any of the following and/or related activities: money laundering, corruption, fraud, criminal activity, market manipulation, abuse, financing of terrorism, bribery, and

financial sanctions("Prohibited Activities"). You agree that from time to time, upon our request, you may be required to provide additional details in respect of any information you have provided to us, including in relation to any deposits which you have made into your Account.

- Asianastorm and its betting partners reserve the right to refuse/reject and suspend without prior notification any Customer who is suspected of cheating, hacking manipulating or damaging the Operator's normal betting operations (including the Internet Betting Service). Any of the "abnormal bets\* will be VOID without prior notification.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- for the purpose of harming or attempting to harm anyone, including minors, or in any manner which will, or is likely to, infringe the personal rights of others;
- in any manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);
- in connection with any defamatory, indecent, obscene, offensive, threatening or abusive conduct or activity;
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, bots, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
- in any way that is inconsistent with our Terms.

### **Specific Prohibitions**

Without prejudice to the generality of the principles set out above, unacceptable use includes, but is not limited to, the following:

- use which causes damage, detriment or disruption to our business, including the Platform, and/or the business or activities of our clients, or which may generate or create any liability for us or our clients.
- use of the Platform to manipulate a market in a way that is linked to a sports event that is played to a completely or partially pre-determined result (i.e. use relating to match-fixing).

- use of the Platform to bet against any sports team in which, either directly or indirectly, you have an interest, e.g. as employee, director, chairman or shareholder.
- use of any methods or techniques for extracting data from the Platform without our consent (e.g. data scraping or data mining).
- deceptive practices or ways of working.
- actions that restrict or inhibit anyone in their use or enjoyment of the Platform.
- causing or attempting to cause security breaches or disruptions of Internet communications (e.g. accessing data of which you are not an intended recipient, or logging into a server or account that you are not expressly authorized to access).
- executing any form of network monitoring that will intercept data not intended for you.
- circumventing user authentication or security of any host, network or account.
- interfering with or denying service to any user (e.g., denial of service attack).
- using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
- furnishing false or incorrect data of any kind.
- sending junk mail or other advertising material to individuals who did not specifically request such material.
- exporting or re-exporting data or content in violation of export or import laws or without all required approvals, licenses and exemptions.

## **Enforcement**

When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this AUP constitutes a material breach of the Terms, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Platform.
- Immediate, temporary or permanent removal of any data, content or other material provided by you.
- Issue of a warning to you.

- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement and other regulatory authorities. We exclude liability for actions taken in response to breaches of this AUP. The responses described
- in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### **Changes to this Policy**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Amendments shall automatically come into effect 30 days after being posted on the Website unless you notify us that you do not agree to any of the proposed amendments. Some of the provisions contained in this AUP may also be superseded by provisions or notices published elsewhere on our Website

### **Waiver and Severance**

Any failure or delay in exercising or enforcing this policy shall not constitute a waiver of this policy or of any other right or remedy.

### **Questions?**

If you have any questions concerning compliance with this AUP, please contact Brokerstorm at [info@brokerstorm.com](mailto:info@brokerstorm.com)