

TERMS AND CONDITIONS OF USE

1. Introduction

- 1.1. These terms and conditions (**Terms**) govern all use of the 'Likely' application (**App**) and any related in-application services or content (**Content**). By downloading, installing, registering, or using the App you agree to be bound by these Terms. If you do not agree to these Terms you must not download, install, register or use the App, or must otherwise uninstall and discontinue all use of the App.
- 1.2. Likely Global Pty Ltd (ACN 631 090 689) (**Likely, us, we, our**) grants you a revocable, nonexclusive, nontransferable, non-sublicensable, limited license to download, install and use the App solely for your personal, noncommercial purposes strictly in accordance with these Terms (**Licence**).
- 1.3. You acknowledge that the Licence granted under these Terms provides no assignment or transfer of ownership of any intellectual property in the App or in any Content.

2. Responsible use

- 2.1. Without limitation to clause 6, although the App does not offer any gambling or betting capabilities, it may provide links to third party websites or applications which do (**Betting Site**). Should you choose to gamble using a Betting Site, you do so on the terms provided by the Betting Site. You acknowledge that Likely does not endorse, represent, or act for any Betting Site. You further acknowledge that gambling (or gambling on particular events) may be illegal in jurisdiction in which you reside and that you are responsible for determining the legality of any betting activities made, for example, pursuant to accessing a Betting Site.
- 2.2. Content provided through the App, including push notifications, is not intended to amount to advice or recommendations and is provided for entertainment purposes only. It should not be relied upon to, for example, place bets/wagers with any Betting Site, which you acknowledge are made at your own risk and discretion. You further acknowledge that sporting events are by their nature inherently unpredictable and information provided through the App does not represent any guarantee that a particular result will, or will not, occur.
- 2.3. Information or data accessed by you via the App is for your personal use only and the distribution or commercial exploitation of such information or data is strictly prohibited.

3. Prohibited activities

- 3.1. Without limitation to clause 2.3, You must not:
 - (a) reproduce, duplicate, copy or otherwise exploit the App or any Content for a commercial purpose; or

- (b) edit, modify, or redistribute the App or any Content (in which case clause 3.3 will apply);
- (c) frame the App or any Content or otherwise incorporate the same into another application or website; or
- (d) without limitation to clause 2.1(a), use the App or any Content for the purposes of reverse-engineering or for assessment with the intent of creating a product in competition with the App.

3.2. Further to clause 3.1, You must not use the App in any way that:

- (a) causes, or may cause:
 - (i) damage to the App, including via the introduction of viruses, Trojans, worms, logic bombs or other malicious material; or
 - (ii) impairment of the availability or accessibility of the App, such as via any form of denial-of-service activity;
- (b) is in our opinion: unlawful, illegal, fraudulent, harmful, discriminatory, dishonest, or inappropriate; or
- (c) involves any systematic or automated collection of information or data contained within the App, its Content, or its source code (such as 'screen scraping').

3.3. If, despite clause 3.1(b), you create any modifications, enhancements, adaptations or extensions to the App or any Content (**Improvements**) then such Improvements shall vest upon creation in Likely and you agree to all things necessary, including the signing of documents, to perfect Likely's ownership of the Improvements pursuant to this clause 2.2.

4. Changes to App

4.1. We may change or update the Content and functionality of the App without prior notice. If you are dissatisfied with any changes to the App or the Content you should discontinue use of the App.

5. Exclusion of warranties

5.1. The App is provided "as is" without any warranties, conditions, undertakings or representations, express or implied, statutory or otherwise. To the maximum extent allowed by law, Likely excludes all implied terms, conditions and warranties (including any of merchantability, satisfactory quality and fitness for any purpose) and Likely does not, for example, warrant that:

- (a) the App and any Content will not infringe any third party's intellectual property rights;

- (b) the operation of the App will be error free or uninterrupted; or
 - (c) the App is virus-free.
- 5.2. Without limitation to clause 5.1, while Likely endeavours to ensure that Content provided on the App is accurate, Likely does not warrant the accuracy or completeness of the Content or the Application. Content may, for example, contain typographical errors or other inaccuracies, or information that is out of date. Likely is under no obligation to correct or update such material. The Content is provided “as is”, without any conditions, warranties or other terms of any kind.
- 5.3. Likely shall not be liable for any of the following (whether incurred directly or indirectly through use of the App):
- (a) losses obtained through gambling;
 - (b) loss of profits;
 - (c) loss of business;
 - (d) loss of revenue;
 - (e) loss of opportunity;
 - (f) loss of data;
 - (g) loss of goodwill or reputation; or
 - (h) any special, indirect or consequential losses.
- 5.4. While Likely tries to ensure that the App remains always available for use, Likely will not be liable if for any reason the App is unavailable for any period.
- 5.5. Likely will not be responsible for any damage to, or loss of data from any device that the App is installed on, and will also not be responsible for any call, data or other charges incurred while using the App.

6. Links to third-party applications, websites and resources

The App may contain links to third-party applications, websites or resources; these links are provided for your information only. Likely has no control over the content of these sites or resources, and accepts no liability for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third-party application or website does not constitute an endorsement of that third party’s website, product or services (if applicable).

7. Privacy

We will comply with all applicable laws in respect of the personal information you provide to us (including, in Australia, the *Privacy Act 1988* (Cth)). Your personal information is processed in accordance with our Privacy Policy, a copy of which is available from the following link.

8. Assignment

Likely may assign, transfer, charge, sub-license or deal in any other manner with these Terms, or sub-contract any of its rights and obligations under these Terms.

9. Indemnity

You hereby indemnify Likely and undertake to keep Likely indemnified against any losses, damages, costs, liabilities and expenses incurred or suffered by Likely arising out of any negligent act, misconduct, or breach by you of any breach by you of these Terms.

10. Variation

We reserve the right to amend these terms and conditions from time-to-time. Amended terms and conditions will apply to the use of the App from the date of the publication. Please check this page regularly to ensure you are familiar with the current version.

11. Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without obtaining your consent.

12. Severability

If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue to be in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue to be in effect.

13. Jurisdiction

These Terms will be governed by and construed in accordance with the laws of Victoria, Australia, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of Victoria and their courts of appeal.

14. Termination or suspension of access

We may terminate or suspend the Licence and your access to the App if, in our sole opinion, you have breached any term, condition or warranty of these Terms.

15. Waiver

Any failure or delay by Likely to compel performance by you under any term or condition of these Terms will not constitute a waiver of that term or condition, nor will it affect or impair our rights under that term or condition at a later time or in respect of any subsequent breach.