



traderline

The most complete trading tool,
anywhere you are!

Terms & Conditions

Traderline Software

1. Agreeing to the Terms and Conditions

1.1 By previously registering an account with Betfair (www.betfair.com), becoming an active account holder and accepting the Traderline Terms and Conditions, you enter into a legally binding agreement, which incorporates the general terms and conditions ("General Terms and Conditions") and the terms and conditions of use ("Terms"), regulating the use of Traderline and its Services. The General Terms and Conditions and the Terms are together referred to as "Terms and Conditions". You agree to the use of electronic communications, in order to access to the Terms and Conditions and you waive any rights or requirements under applicable law or regulations in any jurisdiction which requires an original (non-electronic) signature, to the extent permitted under applicable law.

1.2 The products and services provided by Traderline (via its website or mobile application) are together referred to as "Services", and include computer software, mobile software, the data supplied with them, online and electronic documents, and may also include associated media and printed materials. Such services are identified with "Traderline", "Traderline Desktop", "Traderline Mobile", "Traderline Software" or "Traderline Application". Your agreement under these Terms and Conditions is with us for all the Services that you use.

2. Parties

2.1 Terms and Conditions are a binding legal agreement between you and Mythical Technologies Lda, a company registered in Portugal, with offices in Rua Pedro Nunes - Instituto Pedro Nunes, Bloco C, 3030-199 Coimbra, Portugal, which is the sole proprietor of Traderline.

2.2 References in Terms and Conditions to "us", "our", "we" or "Licensor" are references to Mythical Technologies Lda. For further contact details, please see below section 11 of the present Terms and Conditions.

2.3 References in Terms and Conditions to "you" and "your" are references to you, the end user of the Services.

3. Changes to the Terms and Conditions

3.1 Terms and Conditions govern your use of the Services provided by Traderline and supersede any and all prior agreements between you and us in respect of the same.

3.2 Terms and Conditions might be subject to alterations from time to time (including to comply with applicable law or a change in regulatory requirements). Such alterations and/or technical developments will be automatically updated, and its adoption will be necessary to proceed with the use of Traderline Application. If any change is unacceptable to you, you should stop using our Services. It is your sole responsibility to review the Terms and Conditions and any amendments to them each time you use the Services.

4. Conditions of Use

4.1 Access and use of Traderline is subject to the terms and conditions of use (the "Terms") presented on the software setup wizard.

4.2 Users must be registered Betfair account holders to have access to the information and services available on Traderline.

4.3 You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Traderline Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer or exchange the Traderline Application; or (iii) create derivative works of the Traderline Application of any kind whatsoever.

5. Content and Proprietary Rights

5.1 Traderline provides information services to all Betfair account holders, with the exception of United States of America residents. It is also not intended for publication in or used by any person, in any country or jurisdiction, where such Application or use would be contrary to local law or regulations. It is your exclusive responsibility to ensure that your access and use of Traderline is lawful in your jurisdiction.

5.2 Any personal information you supply to Traderline when using Traderline Application or Services will be used in accordance with our Privacy Policy that forms part of these Terms and Conditions.

5.3 Information on Traderline's website is provided on an "as is" and "as available" basis. We do not warrant that Traderline is compatible with your computer equipment or that it will run uninterrupted.

5.4 All content on Traderline website, mobile applications and all material made available on the Services, including (but not limited to) text, video and audio content, images and photographs, software codes, graphics, illustrations, animations, artwork, names and logos, and the selection and arrangement thereof, is protected by trademarks, copyright, database rights and other intellectual property rights owned by Mythical Technologies Lda, not being permitted its use or reproduction, at all time, without prior express consent.

5.5 Nothing contained in these Terms and Conditions shall be construed as conferring by implication any licence or right to use any trade mark, patent, design right or copyright that belongs to us or any third party.

5.6 While we make every effort to ensure the accuracy of the information available on Traderline, we cannot guarantee it over time. However it is our commitment to keep all information available and updated. You acknowledge that we may change the content or technical specifications of any aspect of Traderline Software at any time.

6. Usage Limitations

6.1 Reverse Engineering

You shall not reverse engineer, decompile, disassemble, or create derivative works based on the Traderline Software.

6.2 Your Undertakings

Except as expressly set out in these Terms and Conditions, permitted by any local law or as may be pre-agreed in writing with Mythical Technologies Lda, you shall undertake:

- a) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Traderline Software;
- b) not to make alterations to, or modifications of, the whole or any part of the Traderline Software, nor permit the Traderline Software or any part of it to be combined with, or become incorporated in, any other programs;
- c) to replace the current version of the Traderline Software with any updated or upgraded version or new release provided by Traderline under these Terms and Conditions immediately on receipt;
- d) not to provide or otherwise make available the Traderline Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from Mythical Technologies Lda;

6.3 Accessibility

User agrees that from time to time, Traderline Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment (hardware) malfunctions, (ii) software malfunctions, (iii) periodic routine maintenance procedures, nightly backups, upgrades or repairs which we may undertake from time to time, or (iv) causes beyond our reasonable control or not reasonably foreseeable by us. Mythical Technologies Lda is not responsible, directly or indirectly, for the performance of any equipment or the user's Internet Service Provider. As acknowledged by the user, the

Traderline Software product shall not be accessed in source code form, in unlocked coding or with comments.

6.4. Transfer

You shall not transfer, assign, charge or otherwise dispose of these Terms and Conditions, or any of your rights or obligations arising under it, without prior written consent. Mythical Technologies Lda may transfer, assign, charge, sub-contract or otherwise dispose of these Terms and Conditions, or any rights or obligations arising under it, at any time during the term of the Agreement.

7. Limitation of Liability

7.1 We will not be liable, under the Terms and Conditions, for any damage or loss suffered or incurred by you as a result of:

- a) any use of our Services in breach of these Terms and Conditions (including any use for commercial and business purposes);
- b) failures caused by the equipment you use to access our websites or mobile applications, or failures in any network (including failures by your internet service provider);
- c) damage to your equipment (e.g. desktop, laptop, mobile, smartphone, tablet, games console or other internet-enabled device) or for any loss or corruption of data that results from your use of our websites or mobile applications (and we cannot and do not guarantee that any files that you download are free from viruses, contamination or destructive features);
- d) any failure on our part to observe any self-exclusion policies that we may have in place from time to time;
- e) the accuracy, completeness or currency of any information services provided by us or third parties (including but not limited to prices, times, results or general statistics);
- f) any loss whatsoever arising from your abuse or misuse of our Services;

7.2 We do not have any responsibility or control over the content of external websites linked to Traderline and accept no responsibility or liability for any losses or damage you suffer as a result of using such web sites. Please refer to the terms and conditions of each of those web sites.

7.3 Being exclusively a software provider, we are not responsible for any type of losses (including, but not limited to, loss of profits, business, revenue, opportunity, data or software) whether based on contract, tort (including negligence), or otherwise, resulting indirectly as a side effect to the main loss or damage and which are not foreseeable by you and us.

7.4 The software is provided "as is", without warranty of any kind, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose and noninfringement. In no event shall we be liable for any claim, damages or other liability, whether in an action or contract, tort or otherwise, arising from, out of, or in connection with the software, its use or other dealings.

7.5 Traderline does not take responsibility by any change in the legal context that enforces the closure of its services locally or globally. This change in the legal context comprehends, but is not limited, to prohibition or requirement of specific local licenses.

7.6 Traderline's service and obligations cease in the moment of its termination.

8. Software License

8.1 Grant of License for the Use of Traderline Software.

In consideration of payment of the agreed license fee and abidencess to the terms of these Terms and Conditions, the Licensor grants you a non-exclusive, non-transferable license, to make and use copies of Traderline Software in the manner provided below.

8.2 Licensee Rights

You may:

- a) download, install and use Traderline Software for your private purposes only;
- b) transfer Traderline Software from one device to the other;

c) receive and use any free supplementary software code or update of the Traderline Software incorporating "patches" and corrections of errors as may be provided by the Licensor, at the Licensor absolute discretion, from time to time. Any supplemental software code provided to you as part of this agreement shall be considered part of the Traderline Software and subject to the present Terms and Conditions.

You may not:

d) rent, lease, sublicense or lend the Traderline Software;

8.3 Lifetime License

Purchasing a lifetime license to use the Traderline Software, you agree that without limitation, certain features of the software may not be available or supported in perpetuity. You also agree that we shall have the right to change features associated with the software / service at our sole discretion, and that we may choose to discontinue support of the software / service at any time. You shall not be entitled to a refund of the lifetime license fee, under any circumstances.

9. Payment

9.1 Subscription Plans

You acknowledge that you will be granted unlimited usage for the subscription requested period. Once expired, you must purchase a new subscription plan.

9.2 Payment Dispute

If, for any reason, you are not satisfied with the services provided or would like to raise a payment dispute, please send an e-mail to support@traderline.com.

9.3 Return Policy

We will return the funds spent on subscriptions if the provided software happens to have any sort of malfunction or error that may render it unusable for the intended purpose.

10. Privacy Statement

10.1 We have created this privacy statement in order to demonstrate our firm commitment to privacy. We are the sole owners of information collected by Traderline.

10.2 This privacy statement applies to information collected by Traderline.

11. Other versions of this document

Should any discrepancy occur, or in case of doubt or differences of interpretation between the English and the other versions of this document in any different language, the English version shall prevail.

12. Contact Information

12.1 Please direct any questions regarding our Privacy Policy, Terms and Conditions, or comments about our services to:

Mythical Technologies, Lda

Rua Pedro Nunes - Instituto Pedro Nunes Bloco C

3030-199 Coimbra - Portugal

E-mail: support@traderline.com

13. Entire Agreement

13.1 This Agreement and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Traderline Software and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.