

WHITEBEARD'S COTTAGE TERMS AND CONDITIONS

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

You must be at least 21 years of age to use this website. By using this website and/or by agreeing to these terms and conditions you warrant and represent that you are at least 21 years of age.

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License to use website

Unless otherwise stated, Whitebeard's Cottage and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within your organization, and any copyright or license statements must be included in the distributed copies.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Whitebeard's Cottage's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without WhiteBeard's Cottage express written consent.

Restricted access

Access to certain areas of this website is restricted. Whitebeard's Cottage reserves the right to restrict access to any areas of this website, or indeed this entire website, at Whitebeard's Cottage discretion.

If Whitebeard's Cottage provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Whitebeard's Cottage may disable your user ID and password in Whitebeard's Cottage sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Whitebeard's Cottage a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Whitebeard's Cottage the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Whitebeard's Cottage or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Whitebeard's Cottage reserves the right to edit or remove any material submitted to this website, or stored on Whitebeard's Cottage servers, or hosted or published upon this website.

Notwithstanding Whitebeard's Cottage rights under these terms and conditions in relation to user content, Whitebeard's Cottage does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. Whitebeard's Cottage makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Whitebeard's Cottage does not

warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

Whitebeard's Cottage will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Whitebeard's Cottage has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Whitebeard's Cottage liability in respect of any:

- death or personal injury caused by Whitebeard's Cottage negligence;
- fraud or fraudulent misrepresentation on the part of Whitebeard's Cottage; or
- matter which it would be illegal or unlawful for Whitebeard's Cottage to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Your Representations and Warranties

Prior to your use of the Service and on an ongoing basis you represent, warrant, covenant and agree that: there is a risk of losing bitcoins and other cryptocurrencies when using the Service and that WhiteBeard's Cottage has no responsibility to you for any such loss; your use of the Service is at your sole option, discretion and risk; you are solely responsible for any applicable taxes which may be payable on bitcoins and other cryptocurrencies earned or awarded to you through your use of the Service; the telecommunications networks and Internet access services required for you to access and use the Service are entirely beyond the control of WhiteBeard's Cottage and WhiteBeard's Cottage shall have no liability whatsoever for any outages, slowness,

capacity constraints or other deficiencies affecting the same; and you are aged 21 or over and that you are not currently self-excluded from any gambling site or gambling premises and that you will inform us immediately if you enter into a self-exclusion agreement with any gambling provider.

Prohibited Uses

Personal Use: The Service is intended solely for the User's personal use. The User is only allowed to use the applications for his/her personal entertainment or business.

Jurisdictions: Persons located in or residents of the United States and the United States Territories (the "Prohibited Jurisdictions") are not permitted make use of the gambling applications. For the avoidance of doubt, the foregoing restrictions on engaging in real-money play from Prohibited Jurisdictions applies equally to residents and citizens of other nations while located in a Prohibited Jurisdiction. Any attempt to circumvent the restrictions on play by any persons located in a Prohibited Jurisdiction or Restricted Jurisdiction, is a breach of this Agreement. An attempt at circumvention includes, but is not limited to, manipulating the information used by WhiteBeard's Cottage to identify your location and providing WhiteBeard's Cottage with false or misleading information regarding your location or place of residence.

Other parties

You accept that, as a limited liability entity, Whitebeard's Cottage has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Whitebeard's Cottage officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Whitebeard's Cottage officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Whitebeard's Cottage.

Indemnity

You hereby indemnify Whitebeard's Cottage and undertake to keep Whitebeard's Cottage indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Whitebeard's Cottage to a third party in settlement of a claim or dispute on the advice of Whitebeard's Cottage legal advisers) incurred or suffered by Whitebeard's Cottage arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to Whitebeard's Cottage other rights under these terms and conditions, if you breach these terms and conditions in any way, Whitebeard's Cottage may take such action as Whitebeard's Cottage deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Whitebeard's Cottage may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Whitebeard's Cottage may transfer, sub-contract or otherwise deal with Whitebeard's Cottage rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/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 in effect.

Miscellaneous

No waiver by WhiteBeard's Cottage of any breach of any provision of this Agreement (including the failure of WhiteBeard's Cottage to require strict and literal performance of or compliance with any provision of this Agreement) shall in any way be construed as a waiver of any subsequent breach of such provision or of any breach of any other provision of this Agreement.

Nothing in this Agreement shall create or confer any rights or other benefits in favour of any third parties not party to this Agreement other than with an affiliate of WhiteBeard's Cottage.

Nothing in this Agreement shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and us.

Entire agreement

These terms and conditions , together with [Whitebeard's Cottage's Privacy Statement](#), constitute the entire agreement between you and Whitebeard's Cottage in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

You can contact Whitebeard's Cottage by email to whitebeard@whitebeardscottage.com.

Credit

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