



**GNOSIS**

Updated as of July 2019

# **User Agreement**



# User Agreement

Last Updated: 1 July 2019

*Please read this User Agreement carefully before participating on the Sight Prediction Market Platform. This Agreement tells you who we are, what we offer and what to do if there is a problem and other important information. If you think that there is a mistake in its terms, please contact us to discuss at [\*].*

## 1. Scope of Agreement

- 1.1. This User Agreement (the “**Agreement**”) is a contract between you and Gnosis Ops Limited (“**Gnosis Ops**”, “**We**”, “**Our**” or “**Us**”). It governs your use of Gnosis Ops’ sites, services, mobile apps, software, products, tools, smart contracts, materials and content, including the Sight Prediction Market Platform (altogether, the “**Services**”).
- 1.2. By using the Services, you agree to be legally bound by this Agreement and agree to comply with its terms and conditions, including the Cookie Policy and the Privacy Policy as incorporated herein by reference, as amended from time to time. If you do not agree with it, you must not use the Services.
- 1.3. We reserve the right to amend, update or replace any or all of the Agreement’s terms from time to time at our sole discretion due to changes to the Services, our technology, regulation and for other reasons. If we do, the updated version of the User Agreement will be made available on our website and display a new “Last Updated” date (the “**Posting Date**”) just below the title heading of the User Agreement. We therefore encourage you to check our website from time to time to ensure that you are kept up-to-date. Any updated version of the User Agreement will become effective on the 7th day following the Posting Date (the “**Effective Date**”) and will thereafter apply to your use of the Services. Amendments addressing new functions of the Services or amendments made for legal reasons or due to force majeure may become effective prior to the Posting Date where we consider that doing so is commercially, legally or practically sensible or unavoidable. Your continued use of the Services following the Effective Date will constitute your acceptance of the updated version of the User Agreement. If you do not agree to an updated version of the User Agreement, you must immediately discontinue using the Services. Every time you wish to use the Services, please check and ensure that you are in agreement with the latest updated version of the User Agreement.
- 1.4. We may terminate or suspend your access to the Sight Prediction Market Platform (the “**Platform**”) immediately, without prior notice or liability, if you breach any term of the User Agreement. Upon termination of your access, your right to use the Services will cease immediately.



- 1.5. You may have been recommended to use the Services and to participate in the Sight Prediction Markets by a third party. We shall not be liable for any agreement or terms that may exist between you and the respective third party.

## 2. Gnosis Ops

- 2.1. Gnosis Ops is a company limited by shares registered in Gibraltar under company number 116678, with its registered address at World Trade Center, Unit 217, 6 Bayside Road, GX11 1AA, Gibraltar. You can contact us by writing to us at [info@gnosis.pm](mailto:info@gnosis.pm)
- 2.2. Gnosis Ops is regulated as a DLT Provider by the Gibraltar Financial Services Commission (the “**GFSC**”) under the Gibraltar Financial Services (Investment and Fiduciary Services) Act for the Services to operate a prediction market platform relevant to the blockchain ecosystem.

## 3. Sight Prediction Market

- 3.1. Gnosis Ops operates the Sight Prediction Market (“**Sight**”).
- 3.2. Sight allows users to participate in information prediction markets curated by Gnosis Ops about topics of economic interest to persons in the blockchain industry and ecosystem. Sight’s information prediction markets allow sourcing valuable information about future events by users trading outcome tokens. Sight enables the aggregation of information from different sources to forecast the expected outcome of a future event.
- 3.3. Sight consists of graphical user interface, which facilitates a user interacting via a ERC20 compatible digital wallet (a “**Wallet**”) and the market maker smart contract (“**MMC**”) with the information prediction markets hosted in the Global Event contract developed and deployed by Gnosis Limited on the Ethereum Blockchain’s Mainnet.
- 3.4. A user may participate in the markets by buying outcome/conditional tokens through payment in one of the accepted cryptographic tokens (depending on the particular market, either WETH or DAI) from the MMC to make predictions on categorical and scalar events.
- 3.5. The MMC is funded by either Gnosis Ops or third parties with an interest in the prediction market forecast.
- 3.6. Users can, at any time while a market is open, buy and sell the outcome/conditional tokens they hold on that market.
- 3.7. Once a market is resolved by Gnosis Ops, users may redeem their outcome tokens via the graphical user interface. In categorical markets outcome/conditional tokens that represent the correct predictions will be valued at 1 denominated in the



respective token used for that market (either ETH or DAI). In scalar markets, winning will depend on how close a user's predictions are to the outcome.

- 3.8. Users are responsible for making their predictions and Gnosis Ops does not provide any guarantees or assurances that users will be successful in their predictions or generate any earning as a result of their activity on the Platform.

## 4. Your participation

- 4.1. Access to our Services is at our sole discretion and contingent upon successful completion of onboarding processes, which includes verification of your identity and source of funds, as well as a sanctions list check and additional information we may request from time-to-time.
- 4.2. We reserve the right, in our sole discretion and for whatever reason, to:
  - 4.2.1. limit participation in Sight to a specified number of persons;
  - 4.2.2. refuse to allow a person from participating in Sight; and/or
  - 4.2.3. remove or exclude any person from participating in Sight.
- 4.3. The information we request may include, without limitation, personally identifiable information such as name, address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information. In providing this information to us you represent that it is accurate and agree to update your User Account information promptly, but in no event later than 30 days following any change in your User Account information. Failure to provide this information or update it promptly may result in certain Blockchain Services being unavailable to you.
- 4.4. To participate in the Sight Prediction Market, users need to have an ECR20 compatible wallet (including metamask.io or the Gnosis Safe) containing WETH or DAI depending on the token denomination of the prediction markets.
- 4.5. Once a user has passed onboarding procedures, a user can view a number of prediction markets. The user may make predictions on the different potential outcomes offered on each market by trading the tokens in which the market is denominated for outcome/conditional tokens that represents such user's predictions on a particular market. To securely approve their transactions, a user need to verify the transactions using a supported wallet provider.

## 5. Fees

- 5.1. For each trade executed the user will be charged up to 0.5% of the volume as fee to Gnosis Ops Ltd. 50% of this trading fee may be settled in OWL. OWL are generated by locking GNO Tokens, the native tokens of Gnosis Limited. The part of the fees settled in OWL are consumed and do not go to any third party.



- 5.2. A detailed step-by-step guide on how to participate in the Sight Prediction Market] may be found here: Sight Walkthrough.

## 6. Eligibility and Trading Rules

- 6.1. Only persons who passed the on-boarding procedures may participate.
- 6.2. Only natural persons are allowed to participate in the Sight Prediction Markets via our Platform.
- 6.3. You shall not trade in a Sight market, for which you substantially control the outcome of the event, whether directly or indirectly.
- 6.4. You shall not trade in a market for which you are considered an Insider, whereby **“Insider”** means any person, who as a result of–
  - 6.4.1. controlling substantially the outcome of an event;
  - 6.4.2. being a member of the administrative, management or supervisory body of an entity that substantially controls the outcome of an event;
  - 6.4.3. any employment, profession or duties; or
  - 6.4.4. being involved in criminal activities,possesses non-public information, which the person may not divulge on account of obligations with third parties (including but not limited to binding Non-Disclosure Agreement) and that is likely to impact the market price.
- 6.5. You may not trade if you fall under any of the categories of persons explicitly excluded from participation in the market specific rules.
- 6.6. You shall not trade on Sight with the intent to mislead the public to suggest that an outcome is more likely or less likely than it actually is.
- 6.7. You shall not trade on Sight with the intent to impact the outcome of the market.
- 6.8. You shall not trade on Sight if you funded a prediction market.
- 6.9. **YOU ARE PROHIBITED FROM MAKING ANY TRADE THAT ATTEMPTS TO DEFRAUD ANY OF THE PREDICTION MARKETS OR INVOLVES ANY PRICE, OUTCOME OR EVENT RIGGING. WHERE SUCH EVIDENCE OR SUSPICION OF RIGGING EXISTS, OR WHERE THERE IS EVIDENCE OR SUSPICION THAT YOU VIOLATED THIS CLAUSE 4 OR COMMITTED SOME OTHER ACT WHICH HAS UNFAIRLY AFFECTED THE FINAL OUTCOME OF ANY PREDICTION MARKET, OR WHERE THERE IS EVIDENCE OR SUSPICION OF A SERIES OF TRADES EACH CONTAINING THE SAME SELECTION(S) HAVING BEEN PLACED BY OR FOR THE SAME INDIVIDUAL OR GROUP OF INDIVIDUALS, GNOSIS OPS LTD WILL REPORT SUCH OCCURRENCES TO THE REGULATORY AUTHORITY IN GIBRALTAR.**



## 7. Suspicious Activity

- 7.1. If Gnosis Ops becomes aware or suspects that a transaction is suspicious and involves or may involve financial crime or similar activity or market abuse (including market manipulation or insider trading), then the company reserves the right to retain the amount of that transaction and other transactions made by you. In addition, the company reserves the right to retain any funds related to that activity. We shall be under no obligation to provide you with any reasons for these actions. If the activity and transactions are cleared of any suspicions all retained funds will be made available to you.
- 7.2. Where Gnosis Ops Ltd suspects that you are participating in any form of collusion, fraudulent practices, money laundering activities, terrorist financing or market abuse, we reserve ourselves the right to report such activity to the Gibraltar Financial Intelligence Unit or any other relevant authority including your identity and you agree to cooperate fully with us to investigate any such activity.

## 8. Data sources

- 8.1. Gnosis Ops acts as oracle to resolve all prediction markets on Sight and will rely on a data source explicitly stated in the description of each market. Where possible an alternate datasource is provided, which is used where the primary data source is unavailable or where we have serious concerns over the reliability or irregularities in the primary data source.
- 8.2. At its sole discretion, we may revert to any third data source.

## 9. Disclaimers

- 9.1. You understand and accept that you use the Services at your own risk and you assume full responsibility for such use. Gnosis Ops provides the Services to you on an “as is” and “as available” basis without any warranty, representation or assurance (whether express or implied) in relation to merchantability, fitness for a particular purpose, availability, security, title or non-infringement.
- 9.2. Although Gnosis Ops will adopt reasonable security protocols and measures in the provision of the Services, we do not warrant, represent or guarantee that the Services will be secure or free from weaknesses, vulnerabilities or bugs. You are responsible for configuring your information technology, computer programmes and platform to access the Services.



## 10. Limitation of Liability

- 10.1. Gnosis Ops shall not be liable to you for any direct, indirect, special, incidental or consequential loss of any kind (including, but not limited to, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data or any like loss) arising out of or in any way related to your access to and use of the Services or your inability to access and use the Services, regardless of the cause of action, whether based in contract, tort (including negligence), breach of statutory duty, restitution or any other legal or equitable basis (even if we have been advised of the possibility of such losses and regardless of whether such losses were foreseeable).
- 10.2. Nothing in this User Agreement shall limit or exclude liability for any matter in respect of which it would be unlawful to limit or exclude liability.

## 11. Regulatory risks

- 11.1. The operation of prediction market applications is subject to extensive legal and regulatory analysis. Participation in and the format of the Sight Prediction Market are being carefully designed to minimize any legal and regulatory risk.
- 11.2. Gnosis Ops will, at all times, comply with regulatory inquiries and will respond quickly and swiftly to relevant regulatory authorities. As such, we may also supply any relevant information without delay to any competent regulator.
- 11.3. Any regulatory inquiry may mean the immediate suspension or outright termination of the Sight Prediction Market or other Services for all users. Any rewards/tournaments/markets may be cancelled in the event of a regulatory inquiry.

## 12. Your warranties and representations to us

- 12.1. By using our Services you hereby agree, represent and warrant that:
  - 12.1.1. You are of legal age to use the Services and to participate in Sight and you agree to provide legitimate and lawful documentation proving such status if requested or required by Gnosis Ops;
  - 12.1.2. you are eligible to participate in cryptocurrency based activities and prediction market activities under the laws of any jurisdiction to which you may be subject;
  - 12.1.3. you are neither on any of HMT Sanctions List, the U.S. Treasury Department's Office of Foreign Asset Control's sanctions lists, the U.S. commerce department's consolidated screening list, the EU consolidated list of persons, groups or entities subject to EU Financial Sanctions, nor do



- you act on behalf of a person sanctioned thereunder or a HMT, U.S., EU- or UN-sanctioned state;
- 12.1.4. you are neither a citizen or resident of, nor currently located in any of the following states or territories, nor an entity formed under the laws of: Afghanistan, Cuba, Democratic People's Republic Of Korea, Iran, Iraq, People's Republic Of China, Russian Federation, Somalia, Sudan, Syria, United Arab Emirates, United States Of America, Venezuela, Yemen;
- 12.1.5. you have read and understood this User Agreement and agree to be bound by its terms;
- 12.1.6. you do not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this User Agreement;
- 12.1.7. you have reached the legal age of majority applicable to you and you agree to provide legitimate and lawful documentation proving such status if we so request;
- 12.1.8. your usage of our Services is legal under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject;
- 12.1.9. you understand the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic assets (such as WETH or DAI) as well as conditional tokens (such as used in our prediction markets), token storage facilities (including Wallets), blockchain technology and blockchain-based software systems;
- 12.1.10. you understand that transactions on the Ethereum Blockchain are irreversible and may not be erased and that your Wallet address and transaction is displayed permanently and publicly and that you relinquish any right of rectification or erasure of personal data;
- 12.1.11. you shall comply with any applicable tax obligations in your jurisdiction arising from your use of the Services;
- 12.1.12. you shall not misuse or gain unauthorised access to our Services by knowingly introducing viruses, cross-site scripting, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect our Services and that in the event you do so or otherwise attack our Services, we reserve the right to report any such activity to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them and suspending your right to use the Services immediately;
- 12.1.13. you shall not access without authority, interfere with, damage or disrupt any part of our Services, any equipment or network on which our Services is stored, any software used in the provision of our Services or any equipment or network or software owned or used by any third party;





- 12.1.14. you shall not use our Services for activities that are unlawful or fraudulent or have such purpose or effect or otherwise support any activities that breach applicable local, national or international law or regulations;
- 12.1.15. you shall not use our Services to trade cryptographic assets that are proceeds of criminal or fraudulent activity;
- 12.1.16. you understand that the Services and the underlying Ethereum Blockchain are in an early development stage and we accordingly do not guarantee an error-free process and give no price or liquidity guarantee;
- 12.1.17. you are using the Services at your own risk; and
- 12.1.18. you understand the inherent risks associated with cryptographic systems; and warrant that you understand the usage and intricacies of public/private key cryptography, cryptographic tokens and coins), smart contract based systems and blockchain-based software systems.

## 13. Indemnity

- 13.1. You agree to release and to indemnify, defend and hold harmless Gnosis Ops and our parent, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders, representatives and contractors of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including legal fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Services, your breach of this User Agreement, and any of your acts or omissions that infringe the rights of any person.
- 13.2. Gnosis Ops reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Gnosis Ops in the defence of such matter.
- 13.3. The indemnity set out here is in addition to, and not in lieu of, any other remedies that may be available to us under applicable law.

## 14. Information we collect about you

- 14.1. It is your responsibility to ensure that your personal account details and personal information is kept up to date.
- 14.2. We process information about you in accordance with our Privacy Policy. Our Privacy Policy contains details on the types of information we collect and what we do with that information.
- 14.3. We are entitled to share the information we hold on you which includes personal data and trading history with the Gibraltar Financial Services Commission as our regulator and with the Gibraltar Financial Intelligence Unit as well as any other relevant regulatory authority to investigate money laundering, fraud, market



manipulation or abuse as well as other unlawful behaviour and to comply with our regulatory duties.

## 15. Licences and Access

- 15.1. We are the owner and/or the licensee of all intellectual property rights in the Services. The intellectual property rights in the Services are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 15.2. Subject to your compliance with this User Agreement, Gnosis Ops grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the Services. This licence does not include any resale or commercial use of the Services or any derivative use of the Services. All rights not expressly granted to you in this User Agreement are reserved and retained by Gnosis Ops or its licensors. The Services may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express prior written consent of Gnosis Ops. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Gnosis Ops without the express prior written consent of Gnosis Ops. You may not misuse the Services. You may use the Services only as permitted by law. The licences granted by Gnosis Ops shall automatically be revoked and terminate if you do not comply with this User Agreement or cease to use the Services for whatever reason.

## 16. Viruses, bugs and security vulnerabilities

- 16.1. We do not guarantee that our Services will be secure or free from bugs, security vulnerabilities or viruses.
- 16.2. You are responsible for configuring your information technology and computer programmes to access our Services. You should use your own virus protection software.
- 16.3. You must not misuse our Services by knowingly introducing material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Services, the server on which our graphical user interface is stored or any server, computer or database connected to our graphical user interface. You must not attack our Services via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities, including, where possible, by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.



## 17. Rules about you linking to our site

- 17.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you.
- 17.2. Our graphical user interface must not be framed on any other site, nor may you create a link to any part of our graphical user interface other than the home page. We reserve the right to withdraw linking permission without notice.
- 17.3. The website in which you are linking must comply in all respects with the content standards set out in this User Agreement. If you wish to link to or make any use of content on our graphical user interface other than that set out above, please contact [legal@gnosis.pm](mailto:legal@gnosis.pm).

## 18. Termination

- 18.1. In the event you breach any of the terms of this User Agreement or of regulatory necessity, Gnosis Ops may immediately terminate or suspend your use of the Services and your participation in Sight via our graphical user interface without prior notice or liability. Upon termination or suspension, your right to use the Services shall immediately cease.
- 18.2. For regulatory necessity and at its sole discretion Gnosis Ops may suspend the possibility to trade outcome/conditional tokens via the MMC, where there is a risk that the stakes on the market themselves may impact the outcome of a market or where attempts to manipulate the market price affect the integrity of the market.

## 19. Force Majeure

- 19.1. We may update and change our Services from time to time. We may suspend or withdraw or restrict the availability of all or any part of our Services for business, operational or regulatory reasons or because of a Force Majeure Event at no notice.
- 19.2. A **"Force Majeure Event"** shall mean any event, circumstance or cause beyond our reasonable control, which makes the provision of our Services impossible or onerous, including, without limitation:
  - 19.2.1. acts of God, flood, storm, drought, earthquake or other natural disaster;
  - 19.2.2. epidemic or pandemic;
  - 19.2.3. terrorist attack, hacking or cyber threats, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;



- 19.2.4. equipment or software malfunction or bugs including network splits or forks or unexpected changes in the Ethereum Blockchain, as well as hacks, phishing attacks, distributed denials of service or any other security attacks on the Sight;
  - 19.2.5. nuclear, chemical or biological contamination;
  - 19.2.6. any law statutes, ordinances, rules, regulations, judgments, injunctions, orders and decrees or any action taken by a government or public authority, including without limitation imposing a prohibition, or failing to grant a necessary licence or consent;
  - 19.2.7. collapse of buildings, breakdown of plant or machinery, fire, explosion or accident; and
  - 19.2.8. strike, industrial action or lockout.
- 19.3. Gnosis Ops shall not be liable or responsible to you, or be deemed to have defaulted under or breached this User Agreement, for any failure or delay in the provision of the Services or the performance of this User Agreement, if and to the extent such failure or delay is caused by or results from or is connected to acts beyond our reasonable control, including the occurrence of a Force Majeure Event.

## 20. Responsibility to secure your cryptographic assets

- 20.1. You must own and control any Wallet you use in connection with our Services.
- 20.2. You are responsible for implementing all appropriate measures for securing any Wallet you use for the Services, including any private key(s), seed words or other credentials necessary to access such storage mechanism(s). By using our Services, we do not gain custody of any of your private keys.
- 20.3. We shall not be responsible for any security measures relating to the Wallets you use for the Services and exclude (to the fullest extent permitted under applicable law) any and all liability for any security breaches or other acts or omissions, which result in your loss of access or custody of any cryptographic assets stored thereon.

## 21. Tax Liabilities

You are solely responsible to determine if your use of the Services have tax implications for you. By using the Services, and to the extent permitted by law, you agree not to hold us liable for any tax liability associated with or arising from the operation of the Services or any other action or transaction related thereto.



## 22. No Advice

None of the information available through our Services or by participating in Sight or made otherwise available to you in relation to such use or participation, constitutes any legal, tax, financial or other advice. Where in doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisors.

## 23. Miscellaneous

- 23.1. If any clause or provision of this User Agreement is found to be illegal, void or unenforceable (in whole or in part), then such clause or provision shall be severable from this User Agreement without affecting the validity or enforceability of any remaining part of that clause or provision, or any other clause or provision of this User Agreement, which shall remain in full force and effect.
- 23.2. The failure of Gnosis Ops to exercise or enforce any right or remedy provided under this User Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 23.3. Unless it expressly states otherwise, this User Agreement do not give rise to any third party rights, which may be enforced against us.
- 23.4. This User Agreement constitutes the entire agreement between the parties in relation to its subject matter. This User Agreement replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature made by, or on behalf of the parties, whether oral or written, public or private, in relation to that subject matter.
- 23.5. Gnosis Ops may assign this User Agreement at any time to any of its parents, subsidiaries or affiliates without requiring consent from any person. You shall not be entitled to assign this User Agreement to any third party without our express prior written consent.
- 23.6. You acknowledge that by accepting this User Agreement, you have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Gnosis Ops in relation to the subject matter of this User Agreement at any time before your acceptance of it ("**Pre-Contractual Statements**"), other than those set out in this User Agreement. You hereby waive any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.



## 24. How to resolve complaints and disputes

- 24.1. If an alleged breach, controversy, claim, dispute or difference arises out of or in connection with the present User Agreement between you and us (a “Dispute”), you agree to seek to resolve the matter with us amicably by referring the matter first to:
  - 24.1.1. you personally if you are acting as a natural person;
  - 24.1.2. in the case of us, our Support team.
- 24.2. If you wish to report a Dispute, you must email our Support Team at []. The following information will need to be included:
  - 24.2.1. your name and surname;
  - 24.2.2. your email address (or other recognition details);
  - 24.2.3. detailed enquiry description;
  - 24.2.4. the date and time that the issue arose.
- 24.3. If you receive a response from the Support Team but deem it unsatisfactory, or if you have not received an email within two weeks, you may contact the Legal Team at [•]. Both teams shall:
  - 24.3.1. send an initial email confirming the receipt of your complaint;
  - 24.3.2. send an official response to you within 14 business days respectively;
  - 24.3.3. try to resolve the matter as soon as reasonably possible;
  - 24.3.4. inform you of the outcome.
- 24.4. Your right to take legal action remains unaffected by the existence or use of this complaints procedure.

## 25. Governing Law and Dispute Resolution

- 25.1. This User Agreement shall be governed by and construed in accordance with Gibraltar Law.
- 25.2. Unless amicably resolved in accordance with Clause 23, any dispute, controversy or claim arising out of or in connection with this User Agreement, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration (the “LCIA Rules”) as amended from time to time and are deemed to be incorporated by reference with this Clause 24.6. By agreeing to be bound by this User Agreement, you either (i) acknowledges and agrees that they have read and understand the LCIA Rules, or (ii) waive their opportunity to read the LCIA Rules and any claim that the LCIA Rules are unfair or should not apply for any reason. The seat, or legal place, of arbitration shall be Gibraltar. The arbitration will be conducted confidentially by a single arbitrator appointed in accordance with the LCIA Rules. The language to be used in the arbitral proceedings shall be English. The governing law of this User Agreement shall be the substantive law of Gibraltar.



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