

# TERMS OF WEBSITE

*Last updated: 28th April 2024.*

By accessing the [grosvenorclub.co.uk](https://grosvenorclub.co.uk) website (the “Website”), including through a mobile phone, smart phone, and or mobile application, you agree to be bound by these Terms of Use (this “Agreement”), whether or not you register as a member of, and or an account manager with [grosvenorclub.co.uk](https://grosvenorclub.co.uk).

If you wish to visit the Website and or to become a member and or an account manager, and make use of the [grosvenorclub.co.uk](https://grosvenorclub.co.uk) service (the “Service”), please read this Agreement.

The Terms of Use are as set forth in English. You should not rely on any non-English translation. Refer to the English Terms in the event of any discrepancies or inconsistencies.

If you do not accept and agree to be bound by all of the

terms and conditions of this Agreement or you do not meet or comply with its provisions, do not use the Website or the Service.

Please review this Agreement carefully, including the Arbitration provision in Section 17, which describes how Disputes (defined below) will be resolved between us, and that no class actions may be brought under this Agreement.

Grosvenorclub.co.uk is wholly owned by St James's Ltd., whose registered company number is: 14455927, and whose registered address is: 167-169 Great Portland Street, London, W1W 5PF ("Grosvenor Club, grosvenorclub.co.uk, Us, We, Our").

## **BINDING AGREEMENT**

This Agreement is an electronic contract that sets out the legally binding terms you must accept to use the Website and to become a "Member." For purposes of this Agreement, the term "Member" means a person

who provides information to the Company on the Website to participate in the Service in any manner, whether such person uses the Service as a free member or a subscriber, and or when playing a role e.g. Remote Account Manager, Account Manager, Syndicate Manager, Racecourse Syndicate Manager, Racecourse Stakes Manager, Racecourse Credit Manager, Racecourse Credit Stakes Manager (and or similar).

This Agreement may be modified by [grosvenorclub.co.uk](http://grosvenorclub.co.uk) in its sole discretion at any time, and any such modifications will be posted on the Website, and can be applied retrospectively by Grosvenor Club without compensation, financial and or otherwise, to you.

Your continued use of the Website, and or the Services after the posting of modifications to this Agreement will constitute your acceptance of such revisions.

This Agreement includes [grosvenorclub.co.uk](http://grosvenorclub.co.uk)'s Acceptable Use Policy for Content Posted on the

Website, grosvenorclub.co.uk's Privacy Policy, any notices regarding the Website, and terms disclosed and agreed to by you if you become a Member or if you purchase or accept additional features, products, or services we offer on the Website, such as state-specific terms and terms governing features, billing, free trials, discounts, and promotions.

## **ELEGIBILITY**

You must be at least 18 years old to use this Website and or to use its products, and or Service.

You must be at least eighteen years old to register as a Member of Grosvenorclub.co.uk, and or apply to become an Account Manager and or any other position, and or role, with Grosvenorclub.co.uk ("Website").

Membership in the Service is void where prohibited. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement. If you become a Member,

and an Account Manager, you represent and warrant that you have never been convicted of a crime, and or not facing, and or defending criminal charges, save traffic offences.

The Website and Service are intended for use in the United Kingdom. You will only use the Service in a manner consistent with this Agreement and any and all applicable local, state, national and international laws and regulations, including, but not limited to, United Kingdom export control laws.

By using the Service, you represent that you have not been designated by the United Kingdom government as a person to whom the provisions of the Service are prohibited. Registration for, and use of, the Service are void where prohibited. You are responsible for determining whether the use of the Service is legal in your jurisdiction.

## **TERM**

This Agreement will remain in full force and effect while you use the Website. You may terminate your registration, and or membership, and or role as an: account manager, remote syndicate manager, racecourse syndicate manager, racecourse credit account manager, racecourse account manager, and or use of our Products, and or Services, at any time, for any reason by following the instructions on the Deactivate Account section in Account Settings, or upon receipt by [grosvenorclub.co.uk](mailto:racing@grosvenorclub.co.uk) of your written notice of termination received in English at: [racing@grosvenorclub.co.uk](mailto:racing@grosvenorclub.co.uk).

[Grosvenorclub.co.uk](http://Grosvenorclub.co.uk) may terminate your membership for any reason, effective upon sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to [grosvenorclub.co.uk](http://grosvenorclub.co.uk).

If [grosvenorclub.co.uk](http://grosvenorclub.co.uk) terminates your membership in the Service because it believes you have breached the

Agreement, you will not be entitled to any refund of unused subscription fees or unused credits.

## **NON-COMMERCIAL USE OF THIS WEBSITE**

The Website and the Service is for personal use only. You may not use the Service in connection with any commercial endeavours. Organisations, companies, agencies, and/or businesses may not become Members and or Remote Account Managers, and or Members Account Managers, and or Syndicate Managers, and or Racecourse Credit Betting Managers (or similar), and should not use the Service or the Website for any purpose. Illegal and/or unauthorised uses of the Website, including collecting usernames and/or email addresses of Members and or Users, by electronic or other means for the purpose of sending unsolicited email and unauthorised framing of or linking to the Website may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress.

## **YOUR OBLIGATIONS**

You must provide current, complete, and accurate information at all times.

You must keep your contact details on this site up to date, at all times.

You must not mislead Grosvenor Club, and or its website users, and or its members.

You must not use this site, the information we convey on this site and or to you, our products, goods, and or services for the purposes of gambling, and or advise, and or encouraging others to gamble.

You must not be barred from entering a regulated UK horse racing racecourse, and or have a related case pending.

You must not have had a criminal conviction, and or have a criminal case pending save for a traffic offence/s.



You must not have been arrested for any activity other than for a traffic offence/s.

You must not be restricted, and or barred from betting with a bookmaker, and or betting operator, including but not limited to online casinos, bingo, and or any other gambling operations.

You must not be self-excluded from betting with a bookmaker, and or betting operator, including but not limited to online casinos, bingo, and or any other gambling operations.

When on a racecourse you must, at all times, abide by the dress code, of that racecourse.

When on a racecourse you must not do anything that is illegal, and or could cause offence to other racegoers, and or the racecourse's staff, and or the on-course bookmakers operating on that racecourse.

You must not, without our written consent, express, convey, and or publish the opinions of Grosvenor Club, its members, staff, affiliates, and or partners including those connected to our syndicate horses, including but not limited to: race horse trainers, jockeys, racing connections, and or bookmakers.

You must not, without our written consent, express, convey and or publish any information relating to the training, condition, health, general well being, riding, performance, expectations, and or exercising of our syndicate horses.

You must not, without our written consent, express, convey, and or publish your opinion to be that of Grosvenor Club, and or its members, staff, and or its business partners, and or that of the trainers, jockeys, and or racing connections associated with Grosvenor Club's syndicate horses.

## **EMPLOYMENT DISCLAIMER**

You are not employed by, and or a representative, an agent of, or an affiliate (or similar) of [grosvenorclub.co.uk](http://grosvenorclub.co.uk), and or St James's Ltd.

All vacancies, positions, and or roles advertised on this site and or advertised in the public domain, are for your entertainment only and are not to be considered a job where you are working for Grosvenor Club, and or its members, and or St James's Ltd., including but not limited to the following roles: "Account Manager", Syndicate Manager, Racecourse Account Manager, Racecourse Syndicate Manager, Racecourse Credit Account Manager, Racecourse Credit Stakes Manager, and or similar. If in doubt, you must not apply for any positions, vacancies, and or roles advertised on this website and in the public domain, by Grosvenor Club, and or St James's Ltd.

You must not expect to get paid by Grosvenor Club, and or by its members and or St James's Ltd. for any role

you perform for Grosvenor Club, and or its members, and or for St James's Ltd.

We are not an employer of users of this website.

You must not suggest, convey, and or publish, that you are employed by Grosvenor Club, or suggest that you are employed by Grosvenor Club, and or tSt James's Ltd.

You must not suggest, convey, and or publish, that you are a representative of, an agent of, or an affiliate (or similar) of, Grosvenor Club, and or St James's Ltd.

We dot warrant that you will be paid commission, and or money from any of our activities either directly or indirectly.

**YOU MUST NOT USE THE INFORMATION WE**

CONVEY TO YOU FOR GAMBLING PURPOSES.

## **GAMBLING DISCLAIMER**

We are not a bookmaker. We do not act as a bookmaker. You must not use us as a bookmaker. We do not offer odds, and or prices on horses, and or events, for the purposes of Us being a bookmaker. Any odds, and or prices conveyed to you are, for your entertainment purposes only. The information conveyed herein, and or to you by Grosvenor Club, and or St James's Ltd. should not be relied upon as fact.

This Website is published solely for entertainment purposes and has no regard to the specific gambling objectives, betting objectives, investment objectives, financial situation or particular needs of any person. Information contained herein is believed to be reliable but no warranty is given as to its accuracy or

completeness and views and opinions, whilst given in good faith, are subject to change without notice.

Opinions expressed are our present opinions only, reflecting prevailing market conditions and certain assumptions (which may not prove to be valid), and are subject to change.

Past performance is not a reliable indicator of future results. The value of investments, and or gambling activities, and the income therefrom may go down as well as up and investors, and or gamblers, may not get back the original amount invested, and or gambled. You are not guaranteed to make money from your investments, and or gambling activities, and you may lose money. Exchange rates may cause the value of overseas gambling activities and the income therefore to rise and fall.

The information contained in this Website is not

intended to constitute, and should not be construed as, investment advice, and or relied upon for the purposes of gambling. Potential investors in, and or gamblers in the horses that are described, or referred to, in this Website should seek their own independent financial advice. Grosvenor Club, and or St James's Ltd., neither provides gambling advice, and or investment advice to, nor receives and transmits orders from, investors, and or gamblers in the horses described, or referred to, in this Website nor does it carry on any other activities with or for such gamblers in gambling on race horses.

If you choose to gamble, bet and or invest in any race horse described or referred to in this Website, and that we convey to you by email, WhatsApp, verbally, in writing, by image, video, social media, promotions, and or by any other means, your capital will be at risk and you may therefore lose some or all of any amount that you choose to invest, bet, and or gamble.

## **GENERAL DISCLAIMER**

We do not warrant that you will be engaged in any gambling activities, and or receive any information relating to gambling, and or horse racing.

We are not liable for any money that you lose relating to gambling, and or any other activity relating to Grosvenor Club and or St James's Ltd.

We are not liable for any information relating to horse racing, and or gambling, and or any other activity.

The information we convey on this website and or to you may not be accurate and should not be considered as being accurate.

The opinion of any all person/s and or third party/parties using this site is their opinion and not the opinion of Grosvenor Club, and or St James's Ltd.



Past performance is not a guarantee of future performance.

## **PRODUCTS, SERVICES, AND PURCHASES**

Product/s and or Service/s and or Purchases/s and or promotions including 'FREE Gold Card, may be governed by their own Terms which are displayed elsewhere on this website. It is your responsibility to view those Terms. If in doubt about the relative Terms and or where you may view them, you must not apply, and or claim, and or order, and or purchase those Product/s and or Service/s and or Purchases/s, and or promotions including but not limited to, 'FREE Gold Card'.

## **ACCOUNT SECURITY**

Your account is for your personal use only. You are responsible for maintaining the confidentiality of the username and password you designate during the

registration process, and you are solely responsible for all activities that occur under your username and password. You acknowledge that grosvenorclub.co.uk is not responsible for third party access to your account that results from theft or misappropriation of your username or password.

## **RISK ASSUMPTION AND PRECAUTIONS**

Grosvenorclub.co.uk is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. You assume all risk when using the Service, including but not limited to all of the risks associated with any online or offline interactions with other Members. You agree to take all necessary precautions when meeting individuals through the Service.

Grosvenorclub.co.uk does not currently conduct criminal background checks on its members. However, grosvenorclub.co.uk reserves the right to conduct any

criminal background check, at any time and using available public records. By using this website, you authorise any such check.

## **PROPRIETY RIGHTS**

Grosvenorclub.co.uk, in conjunction with St James's Ltd., owns and retains all proprietary rights in the Website and the Service, and in all content, trademarks, trade names, service marks, and other intellectual property rights related thereto. The Website contains the copyrighted material, trademarks, and other proprietary information of grosvenorclub.co.uk, and its licensors.

Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

## **ACCEPTABLE WEBSITE USE**

You are solely responsible for the content and

information that you post, upload, publish, link to, transmit, record, display or otherwise make available (hereinafter, “post”) on the Website or as part of a Service or transmit to other Members, including emails, videos (including streaming videos), photographs, voice notes, recordings or profile text, whether publicly posted or privately transmitted (collectively, “Content”).

You may not post on the Website or as part of the Service, or transmit to [grosvenorclub.co.uk](http://grosvenorclub.co.uk) or any other Member (either on or off the Website), any material (i) in violation of any applicable law or regulation, (ii) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (iii) in a manner that is offensive, inaccurate, profane, intimidating, defamatory, obscene, threatening, abusive or hateful.

You represent and warrant that all information that you submit upon registration is accurate and truthful and that

you will promptly update any information provided by you that subsequently becomes inaccurate, misleading or false.

Grosvenorclub.co.uk reserves the right, but has no obligation, to monitor any Content you post on the Website or as part of a Service. Grosvenorclub.co.uk will have the right to remove any Content that in its sole opinion violates, or may violate any applicable law or either the letter or spirit of this Agreement or upon the request of any third party.

By posting Content on the Website or as part of the Service, you automatically grant an irrevocable, perpetual, non-exclusive, fully paid-up, worldwide right and license to (i) use, copy, store, perform, display, reproduce, record, play, adapt, modify and distribute the Content, (ii) prepare derivative works of the Content or incorporate the Content into other works, and (iii) grant and authorise sub-licenses of the foregoing in any media now known or hereafter created.

You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (i) accessing data not intended for you or logging into a server or account which you are not authorised to access; (ii) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; (iii) attempting to interfere with or disrupt the Service or the Website including, without limitation, by way of submitting a virus to the Website, overloading, flooding, spamming, mail bombing, or crashing; (iv) sending unsolicited email, including promotions and/or advertising of products or services; (v) forging headers or otherwise manipulating identifiers in order to disguise the origin of any information transmitted to or through the Website or Service (either directly or indirectly through use of third party software); (vi) using (or attempting to use) any engine, software tool, agent, or other device or mechanism any robot, spider, site search/retrieval application, or other manual or

automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Website, Service or its contents; (vii) modifying, adapting, sub-licensing, translating, selling, reverse engineering, deciphering, decompiling or otherwise disassembling any portion of the Service or the Website or any software used on or for the Service or the Website, or cause others to do so;

The Website may be used only for lawful purposes by individuals seeking entertainment. As one of the conditions of your use of the Website and the Service, you represent, warrant, and agree that you will not use (or plan, encourage, or help others to use) the Website and the Service for any purpose or in any manner that is prohibited by these terms, conditions and notices, or by applicable law (including but not limited to any applicable export controls). It is your responsibility to ensure that your use of the Website and the Service complies with this Agreement and to seek prior written

consent from grosvenorclub.co.uk for any uses not permitted or not expressly specified herein.

Grosvenorclub.co.uk specifically prohibits any use of the Website or the Service, and you hereby agree not to use the Website or the Service, for any of the following:

Posting any incomplete, false, misleading, or inaccurate Content about yourself and/or your profile;

Posting any Content that is not entirely your own or for which you do not have full rights to use;

Impersonating, or otherwise misrepresenting affiliation, connection or association with, any person or entity;

If you have a password, allowing any other person to access a non-public area of the Website, disclosing to or sharing your password with any third parties, or using your password for any unauthorised purpose;



Using meta tags or code or other devices containing any reference to the grosvenorclub.co.uk, the Website or the Service (or any trademark, trade name, service mark, logo or slogan of the grosvenorclub.co.uk) to direct any person to any other website for any purpose;

Posting or sending material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;

Failing to report knowledge of a person under the age of 18 to grosvenorclub.co.uk, or continuing to use the site to interact in any way with anyone you know is under the age of 18.

Soliciting passwords or personal identifying information for commercial or unlawful purposes from other users;

Engaging in advertising to, or solicitation of, other Members to send money, buy or sell any products or services. You may not transmit any chain letters or junk

email to other Members, and or Website users, including Account Managers.

If you breach the terms of this subsection and send or post unsolicited bulk email, “spam”, or other unsolicited communications of any kind through the Service, you acknowledge that you will have caused substantial harm to grosvenorclub.co.uk, but that the amount of such harm would be difficult to ascertain.

As a reasonable estimation of such harm, you agree to pay grosvenorclub.co.uk £50 for each such unsolicited communication you sent through the Service;

You must not use this website and or its products and or services including but not limited to using the racecourse badge, to bet, gamble, solicit gambling or engaging in gambling or similar activity;

Initiating contact with members off site by any other means, without first obtaining explicit permission from

them to do so via the Website;

Posting advertisements or solicitations of employment, business, or pyramid schemes;

Using the Website and or its products, including the racecourse badge, and or Service to promote, solicit, or engage in gambling;

Using the Website or Service for activities that violate any law, statute, ordinance, or regulations; and using the Website or Service to encourage, promote, facilitate, or instruct others to engage in gambling and or any illegal activity.

**NO HARASSMENT OF GROSVENORCLUB.CO.UK:  
EMPLOYEES, ACCOUNT MANAGERS, AGENTS,  
ADVISORS, AND OR BUSINESS PARTNERS**

You will not harass, annoy, intimidate, or threaten any grosvenorclub.co.uk Account Managers, employees, and or agents, and or affiliates, and or business partners

engaged in providing any portion of the Service to you. If we feel that your behaviour towards any of them and person, and or business associated with us, is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

## **COPYRIGHT POLICY, NOTICE and PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent at [racing@grosvenorclub.co.uk](mailto:racing@grosvenorclub.co.uk) with the following information: an electronic or physical signature of a person authorised to act on behalf of the copyright owner; identification of the copyrighted work that you

claim is being infringed; identification the material that is claimed to be infringing and where it is located on the Website; information reasonably sufficient to permit grosvenorclub.co.uk to contact you, such as your address, telephone number, and email address; a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and a statement, made under penalty of perjury, that you are the copyright owner or authorised to act on the copyright owner's behalf. Only copyright notices will be accepted at the above e- mail address. All other inquiries or requests will be discarded.

## **SUBSCRIPTION**

You must provide current, complete, and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete, and accurate (such as a change in billing address, card number, or expiration date), and you must promptly notify grosvenorclub.co.uk if your

payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorised disclosure or use of your name or password). Changes to such information can be made at “Account Settings” on the Website. If you fail to provide us any of the foregoing information, you agree that you are responsible for fees accrued under your Billing Account. In addition, you authorise us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer.

You agree that all payments made on the Website are final, and you will not challenge or dispute the charge with your bank, and or debit/credit card issuer. You further agree that should you have any issues relating to your payment (such as duplicate billing), you will notify [grosvenorclub.co.uk](mailto:racing@grosvenorclub.co.uk) by email to resolve the issue at: [racing@grosvenorclub.co.uk](mailto:racing@grosvenorclub.co.uk). Should a chargeback or dispute be initiated with your bank, you agree that you

will be held responsible for any outstanding balance owed to us plus any chargeback fees charged by our bank, which may be as much as GBP£60. You agree that you will pay any outstanding balance you have with [grosvenorclub.co.uk](http://grosvenorclub.co.uk) within 30 days from the date of notification. Any outstanding balance left unpaid after 30 days may be submitted to a collections agency, and you agree that a collections fee of up to 50% of the outstanding balance or £100 (whichever is higher) will be added to the amount that you owe.

In order to provide continuous service, [grosvenorclub.co.uk](http://grosvenorclub.co.uk) provides the option for automatic renewal. If the automatic renewal option or checkbox is selected during the payment process, [grosvenorclub.co.uk](http://grosvenorclub.co.uk) will automatically renew all paid subscriptions for the Services on the date such subscriptions expire. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period. By entering

into this Agreement, you acknowledge that your account will be subject to the above-described automatic renewals if you had selected the automatic renewal option. If you do not wish your account to renew automatically, or if you want to change or terminated your subscription, please log in and go to “Account Settings” on the Website and follow the directions contained therein.

Grosvenorclub.co.uk maintains a strict no-refund policy. All purchases made on the Website are final. If you choose to purchase a subscription package on the Website, you agree that absolutely no refunds, either full or partial, will be issued for any reasons or for any unused or remaining subscription. Further, you agree that no refunds will be made on any remaining or unused subscription or credits.

When you deactivate your grosvenorclub.co.uk account or when your account is suspended for violating this Agreement or other policies, you agree that any



remaining or unused subscription and credits and or racecourse badge use, will be forfeited and no refunds will be issued for any remaining or unused membership subscription and credits.

A subscription and or credits and or racecourse badge purchased for a specific grosvenorclub.co.uk account is strictly non- transferable. You agree that any remaining or unused membership subscription, and or racecourse badge associated with an active or deactivated grosvenorclub.co.uk account will not be transferred to any other account belonging to you or someone else.

Grosvenorclub.co.uk reserves the right to offer free membership to any person(s) of its choice at any given time, for any duration, while charging other members, at the same time. Grosvenorclub.co.uk also reserves the right to cancel the free trial period at any time, for all or any of its members.

## **SERVICE**

Grosvenorclub.co.uk does not guarantee that the website will be fully operational all the time. Members may face significant service disturbances. Only in the event that the Website is offline for a period of more than 72 hours, can a prorated refund be requested. Grosvenorclub.co.uk does not offer technical support. We will offer support only for the Service related to the Website.

## **USER INFORMATION**

When you register for our Service on the Website, you will be asked to provide us with certain information, including but not limited to a valid email address, and WhatsApp number, and or telephone number (your “User Information”). Grosvenorclub.co.uk’s right to use your User Information is described in our Privacy Policy.

You must provide current, complete, and accurate information at all times.

You must keep your contact details on this site up to

date, at all times.

Please see our Privacy Policy for further details regarding use of your User Information.

grosvenorclub.co.uk reserves the right to offer third party services and products to you based on the preferences that you identify in your User Information and at any time thereafter; such offers may be made by us or by third parties.

You acknowledge and agree that grosvenorclub.co.uk may disclose in whole or in part your User Information if required to do so by law, at the request of a third party, or if we, in our sole discretion, believe that disclosure is reasonable to (1) comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law); (2) protect or defend grosvenorclub.co.uk's, or a third party's, rights or property; or (3) protect someone's health or safety, such as when harm or violence against any person (including the user) is threatened.

Notwithstanding any other provision of this Agreement or the Privacy Policy, grosvenorclub.co.uk reserves the right, but has no obligation, to disclose any information that you submit to the Service, if in its sole opinion, grosvenorclub.co.uk suspects or has reason to suspect, that the information involves a party who may be the victim of abuse in any form. Abuse may include, without limitation, gambling, regulated and or unregulated bookmaking. Information may be disclosed to authorities that grosvenorclub.co.uk, in its sole discretion, deems appropriate to handle such disclosure.

Appropriate authorities may include, without limitation, law enforcement agencies, gambling commission, British Horse Racing Authority, and or any Law Court officials. You hereby acknowledge and agree that grosvenorclub.co.uk is permitted to make such disclosure.

## **LINKS**

The Website may contain, and the Service may provide, links to sites that are not maintained by grosvenorclub.co.uk. While we try to include links only to those sites which are in good taste and safe for our users, we are not responsible for the content or accuracy of those sites and cannot guarantee that sites will not change without our knowledge.

The inclusion of a link in the Website does not imply our endorsement of the linked site. If you decide to access linked third-party websites, you do so at your own risk. Your correspondence or business dealings with, or participation in promotions of, third parties found on or through the Website or Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party.

You further acknowledge and agree that the grosvenorclub.co.uk shall not be responsible or liable,

directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, information, statements, advertising, goods or services or other materials available on or through any such website or resource.

## DISCLAIMERS

Grosvenorclub.co.uk is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by grosvenorclub.co.uk, St James's Ltd., users of the Website, Members, grosvenorclub.co.uk's Account Managers, employees, affiliates, agents, associates, advisors, technical providers, or by any of the equipment or programming associated with or utilised in the Service. Grosvenorclub.co.uk is not responsible for the conduct, whether online or offline, of any user of the Website, or Member of the Service.

Grosvenorclub.co.uk is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, user or Member communications.

Grosvenorclub.co.uk is not responsible for any problems or technical malfunction of any telephone network or lines, WhatsApp numbers, computer online systems, servers or providers, computer equipment, software, failure of email, or delays on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service.

Under no circumstances will grosvenorclub.co.uk be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the

Website or the Service, any Content posted on the Website or transmitted to Members, or any interaction or contact between users of the Website, whether online or offline.

**THIS SITE IS FOR ENTETAINMENT PURPOSES ONLY.**

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, [grosvenorclub.co.uk](http://grosvenorclub.co.uk) PROVIDES THE WEBSITE AND SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND GRANTS NO WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OR THE WEBSITE (INCLUDING ALL CONTENT CONTAINED THEREIN) INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EXPECTATIONS OF PRIVACY, OR NON-INFRINGEMENT.



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grosvenorclub.co.uk cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

This Website is only a venue for individuals to be entertained for the purposes of enjoyment of information and NOT for gambling.

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information posted on the Website, including but not limited to the identity of any user. We are not involved in any actual communication between Members. As a result, we have no control over the quality, safety, or legality of the information or profiles posted, the truth or accuracy of the information. You agree you are solely responsible for your interactions with other Members.

Grosvenorclub.co.uk reserves the right, but has no obligation, to monitor disputes between you and other Members. This includes, but is not limited to, conversations via regular email, phone calls, meetings, he said/she said accusations or any other correspondence or interaction that occur outside of the scope of the Website.

The Website is a tool for providing enjoyment of the horse racing industry, NOT including any gambling related activities) to Members. Anything beyond that is not in our control and is done so at the your own risk.

You have to use common sense about what information you reveal to other users of this website, via email, WhatsApp, verbal, written, social media, and or any other means of communication. It is your responsibility to investigate Members with whom you come into contact including at racecourses and or events hosted by Grosvenor Club and or St James's Ltd., and that you will verify they are legitimate people. There are many different frauds, schemes, and deceptions on the Internet, and we strongly caution you to be skeptical of any Members until you learn more about them and verify their background.

You specifically acknowledge and agree that grosvenorclub.co.uk is not liable for your defamatory, offensive, infringing or illegal materials or conduct or that of third parties, and we reserve the right to remove such materials from this Website without liability.

## **LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL grosvenorclub.co.uk BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL AND OR INDIRECT DAMAGES ARISING OUT OF AND OR RELATING TO THE USE AND OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA AND OR PROGRAMS, SERVICE INTERRUPTIONS AND OR PROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF grosvenorclub.co.uk KNOWS AND OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL grosvenorclub.co.uk's AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT AND OR THE USE OF THE SERVICE OR THE WEBSITE, EXCEED THE PRICE PAID BY YOU FOR YOUR MEMBERSHIP,

AND OR, IF YOU HAVE NOT PAID [grosvenorclub.co.uk](http://grosvenorclub.co.uk) FOR THE USE OF ANY SERVICE, THE AMOUNT OF US£25.00 OR ITS EQUIVALENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL [grosvenorclub.co.uk](http://grosvenorclub.co.uk) BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU AND OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS AND OR MEETINGS WITH OTHER MEMBERS OF THE SERVICE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF MEMBERS WHO HAVE REGISTERED UNDER FALSE PRETENCES OR WHO ATTEMPT TO DEFRAUD OR

HARM YOU.

## **ARBITRATION**

You and grosvenorclub.co.uk agree that any disputes arising out of or related to the Website, the Service, this Agreement and or any policies or practices of grosvenorclub.co.uk (a “Dispute”) will be subject to FINAL AND BINDING ARBITRATION administered by the UNITED KINGDOM Central Arbitration Committee. The only exceptions to this agreement to arbitrate Disputes are matters that may be taken to small-claims court or claims of infringement or misappropriation of grosvenorclub.co.uk’s copyright, patent, trade secret, trademark, service mark, trade dress or other intellectual property or proprietary rights, which grosvenorclub.co.uk may elect to have resolved by means other than arbitration. Notwithstanding the above, grosvenorclub.co.uk is always interested in attempting to resolve any Disputes by amicable and informal means, and we request that you initially contact us in ENGLISH at [racing@grosvenorclub.co.uk](mailto:racing@grosvenorclub.co.uk) or by mail at



grosvenorclub.co.uk, before resorting to arbitration.

YOU AND grosvenorclub.co.uk AGREE THAT WE ARE EACH GIVING UP OUR RIGHT TO GO TO COURT in connection with any Dispute, and that our rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY.

YOU AND grosvenorclub.co.uk ACKNOWLEDGE THAT NEITHER OF US WILL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE WITH THE OTHER PARTY.

Further, neither you nor grosvenorclub.co.uk agrees to class arbitration or any arbitration where a person brings a dispute as a representative of other person(s).

If the parties are unable to resolve a Dispute by informal means, the arbitration of Disputes will be administered by the Central Arbitration Committee (CAC), a non-profit

organisation not affiliated with [grosvenorclub.co.uk](http://grosvenorclub.co.uk), in accordance with its Commercial Arbitration Rules, and if deemed appropriate by the arbitrator, the Supplementary Procedures for Consumer-Related Disputes.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be brought in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against [grosvenorclub.co.uk](http://grosvenorclub.co.uk) (except for small-claims court actions) may be commenced only in the Law Courts located in ENGLAND. You hereby irrevocably consent to the jurisdiction of those Courts for such purposes.

Regardless of any statute or law to the contrary, and to the maximum extent permitted by applicable law, any Dispute must be filed within six months(6) months after the date in which the incident giving rise to the Dispute

occurred. Failure to file an arbitration claim as described above within the applicable limitations period constitutes a waiver of such claim and serves as complete bar to any claim based on any Dispute.

This Agreement, and any Dispute between you and [grosvenorclub.co.uk](http://grosvenorclub.co.uk), shall be governed by the laws of ENGLAND without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Arbitration Act.

If you access the Website or use the Service from outside the United Kingdom, you waive all rights under the laws and regulations of the territory from which you access or use the Website or Service. Regardless of whether you access the Website or use the Service from outside the United Kingdom, all Disputes shall be resolved in ENGLAND as described above.

## **INDEMNITY**

You agree to defend, indemnify, and hold harmless grosvenorclub.co.uk, its officers, directors, employees, account managers, advisors, business partners, and or agents from, and against, any claims, actions, or demands, including without limitation reasonable legal, and or accounting fees, arising from your use of the Website, the Services or your breach of the terms of this Agreement (including any breach of your representations and warranties contained herein), any postings or Content you post on the Website or as a result of the Service, and the violation of any law or regulation by you.

You, and your estate in the case of your death, further agree that this indemnification provision covers all third party claims, actions or demands, including those filed by your spouse, children, or family. grosvenorclub.co.uk reserves the right to assume the exclusive defence and control of any matter otherwise subject to

indemnification by you, in which event you will fully cooperate with the grosvenorclub.co.uk in connection therewith.

## **GENERAL PROVISIONS**

Violation of this Agreement may cause grosvenorclub.co.uk irreparable harm, and you therefore agree that grosvenorclub.co.uk will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that grosvenorclub.co.uk may have for a breach of this Agreement.

This Agreement, accepted upon use of the Website and further affirmed by becoming a Member of the Service, and or an Account Manager, the Privacy Policy located on the Website, and or any applicable payment, renewal, additional Service terms, compromise the

entire agreement between you and grosvenorclub.co.uk regarding the use of the Website and or the Service, superseding any prior agreements between you and grosvenorclub.co.uk related to your use the Website or Service (including, but not limited to, any prior versions of this Agreement).

Unless otherwise explicitly stated, the Agreement will survive termination of your registration to the Service.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

The failure of grosvenorclub.co.uk to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

You agree that your online account is non-transferable and all of your rights to your profile or contents within your account terminate upon your death.

No agency, partnership, joint venture or employment is created as a result of this Agreement and you may not make any representations or bind [grosvenorclub.co.uk](http://grosvenorclub.co.uk) in any manner.

In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death.

In the event that you become disabled (such that you are unable to use the services of [grosvenorclub.co.uk](http://grosvenorclub.co.uk)) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice at the same address as listed above.

**THESE TERMS ARE GOVERNED BY ENGLISH LAW.**