



Online and Phone Betting Service Provider Onboarding Verification and Service Provider Terms		
Name of Service Provider:	Terry Coelli operating as Terrybet	
ABN of Service Provider:	28225498810	
Website domain:	www.terrybet.com.au	
Name of Service Provider's services:	Online Gambling	
Description of Service Provider's services:	Racing and sport online betting	
Description of licence(s):	Bookmaker	
Address of Service Provider:	24 Cypress Street, Leeton NSW 2705	
Nominated Representative of Service Provider	Name	[REDACTED]
	Position	[REDACTED]
	Work email	support@terrybet.com.au
	Phone	[REDACTED]
	Mobile phone	[REDACTED]
Do you self-manage technology used for wagering or outsource this service to a platform provider?	Self-manage / <u>Outsource</u>	
If outsourced, please provide details:	Betmakers	
<p>Onboarding, access and use of the BetStop Service by Service Provider and Service Provider's personnel is governed by the Service Provider Terms below, provisions of Part 7B of the Interactive Gambling Act 2001 (C'th) (IGA), and the Register Rules made in accordance with subsection 61QH(1) of the IGA.</p> <p>By signing and submitting this Onboarding Verification Request, Service Provider agrees to comply with the Service Provider Terms below terms and those statutory provisions.</p> <p>Service Provider is responsible for keeping the above details current and correct. If any of the above details change, Service Provider must promptly notify the Register Operator.</p>		
Signed by Service Provider's authorised signatory:	[REDACTED]	
Role of Signatory:	[REDACTED]	
Name of Signatory:	[REDACTED]	
Date:	31st May	

IXUP Operations Pty Ltd ABN 85607766718, 201 Miller St, North Sydney NSW 2060 Australia www.ixup.com

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BETSTOP SERVICE PROVIDER TERMS

The terms below (**Service Provider Terms**) address the relationship between IXUP Operations Pty Ltd (ABN 85 607 766 718) (the **Register Operator**) and the phone and/or online betting company licensed in Australia and listed above (**Service Provider**) and address terms of provision by the Register Operator and use by Service Provider of a service of accessing the National Self Exclusion Register (the **BetStop Service**).

An associated document, the **BetStop Privacy Policy**, when published and as updated from time to time and made available at <https://iwp.betstop.gov.au/privacy> explains how the Register Operator collects and handles personal information and protected information related to provision of the BetStop Service.

The BetStop Service is provided by the Register Operator on behalf of the Australian Communications and Media Authority.

The BetStop Service provides:

- Members of the public with ability to register for self-exclusion from phone and/or online betting services across Australia (then becoming **Registered Individuals**).
- **Service Provider**, and other phone and/or online betting businesses licensed in Australia, with ability to check the self-exclusion status (if any) of current and prospective customers, in order to comply with statutory obligations (**Appropriate Use**).

To ensure the ongoing integrity and reliability of the BetStop Service, the Register Operator must ensure that the BetStop Service is used only for Appropriate Use.

To ensure that members of the public understand why and how Service Provider, and other phone and/or online betting businesses licensed in Australia, are using the BetStop Service, Register Operator makes statements about this use to the following effect (being **Appropriate Use Statements**):

- Service Provider will check customer and potential customer self-exclusion status as and when required to comply with statutory obligations.
- Service Provider may also conduct enabling and/or testing activities reasonably required to check integrity and reliability of the BetStop Service.
- Upon receipt of an affirmed status (confirmation of a match to the self-exclusion register), - Service Provider will take actions required to comply with statutory obligations.
- Service Provider allow access to the BetStop Service only by staff members of the Service Provider that are properly authorised to access the service for a legitimate purpose directly related to compliance with statutory obligations, or management on behalf of the Service Provider.

These Service Provider Terms will continue to operate for so long as Service Provider retains any information about relating to Registered Individuals that is derived from use of the BetStop Service.

Acknowledgements

The Service Provider acknowledges that:

1. It is the responsibility of the Service Provider to implement arrangements for its systems to query the BetStop Service, including by obtaining an application programming interface (**API**) key and whitelisting its IP address/es through the BetStop portal.
2. The ACMA will recover the costs associated with BetStop via a levy upon the Service Provider under the *National Self-exclusion Register (Cost Recovery Levy) Act 2019*.

3. The Service Provider's access to the BetStop Service may be suspended or terminated if: the Service Provider acts contrary to, or outside the scope of, the Appropriate Use Statements; the Register Operator is instructed by the ACMA to suspend or terminate the Service Provider's access; or the Register Operator has other lawful authority to do so.
4. While the Register Operator will use reasonable endeavours to ensure that the BetStop Service does not contain or spread any viruses or other malicious code, it is the responsibility of the Service Provider to exercise prudence and take active steps consistent with good industry practice at the time to detect and avoid transmission of viruses and malicious code.
5. While the BetStop Service is being developed to be highly available, there may be planned and unplanned outages. Where a planned outage is scheduled to occur, the Register Operator will make best efforts to provide the Service Provider with reasonable prior notice. Where a planned or unplanned outage occurs, the Register Operator will make best efforts to inform the Service Provider on a timely basis as to the outage and anticipated resolution. Where the service is unavailable, ACMA will be notified, and the Service Provider should maintain a reliable record of attempts to query the register.

Terms

The Service Provider agrees to:

6. Conduct queries of the BetStop Service only in accordance with, and within the scope of, the Appropriate Use Statements.
7. Implement controls and safeguards, including by monitoring use by its Personnel of the BetStop Service and handling of results of enquiries made of the BetStop Service and information derived from those results of enquiries, to assure that the BetStop Service is used within the scope of, the Appropriate Use Statements.
8. Notify the Register Operator on a timely basis of any known or reasonably suspected:
 - a) access to or use by of the BetStop Service by its Personnel that is contrary to, or outside the scope of, the Appropriate Use Statements,
 - b) handling of results of enquiries that the Service Provider makes of the BetStop Service, and information derived from those results of enquiries, that is contrary to, or outside the scope of, the Appropriate Use Statements,
 - c) breach of information security in relation to use of the BetStop Service that is associated with use of access credentials issued to it.
9. Provide reasonable and timely assistance and information to the Register Operator in relation to any known or reasonably suspected use of the BetStop Service that is contrary to, or outside the scope of, the Appropriate Use Statements.
10. Ensure that access credentials used by Personnel of the Service Provider are protected, and that access and use is monitored, in accordance with good information security practice.
11. Make all arrangements necessary to reliably, safely and securely access the BetStop Service, including maintaining reliable internet connectivity.
12. Comply, and ensure compliance by its Personnel, with these Service Provider Terms.

13. Comply, and ensure compliance by its Personnel of the Service Provider, with provisions of the Service Provider's User Terms and the Service Provider's Privacy Policy, insofar as those provisions relate to use of the BetStop Service and handling of results of enquiries that the Service Provider makes of the BetStop Service and information derived from those results of enquiries.
14. Comply, and ensure compliance by Personnel of the Service Provider, with the Australian Privacy Principles (**APPs**), forming part of the Privacy Act 1988 (C'th), including APP 8 (Cross-border disclosure of personal information), regardless of where information is held by the Service Provider or those Personnel, and regardless of whether the APPs directly apply to those Personnel.
15. Notify the Register Operator if the Service Provider ceases to be licensed to provide internet or telephone wagering services in Australia.

Liability

These Service Provider Terms are a complete statement of terms between the Service Provider and Register Operator relating to access to and use of the BetStop Service.

Other express or implied warranties, representations, guarantees, statements, terms and conditions relating to these Service Provider Terms, or relating to BetStop Service but which are not included in these Service Provider Terms are excluded or limited to the extent permitted by law.

However, nothing in these Service Provider Terms excludes, restricts or modifies any right or remedy, guarantee, warranty or other term or condition, which may at any time be implied or imposed by any Law which cannot be lawfully excluded, including the Australian Consumer Law, being a **Non-Excludable Provision**. If any Non-Excludable Provision cannot be excluded (and the Register Operator is able to limit Service Provider's remedy for a breach of the Non-Excludable Provision), then the Register Operator's liability for breach of the Non-Excludable Provision is limited to one or more of the following, as the Register Operator determines:

- a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- b. in the case of services, the supplying of the services again or the supply of equivalent services, or the payment of the costs of having the services supplied again.

If the Register Operator (or any person for whom the Register Operator is responsible under these Service Provider Terms) incurs any liability to the Service Provider, then the Register Operator's (and those persons) maximum liability to the Service Provider, together for each and all actions, suits, claims and proceedings of any nature, whether present or arising in the future, fixed or unascertained, actual or contingent, in contract, tort (including negligence), statute, equity or otherwise, (**Claim**) is limited, to the extent allowed by law, in relation to each Claim, and all Claims aggregated and in total, arising directly or indirectly in connection with these Service Provider Terms, to AU\$1,000,000.