

5. CUSTOMER INPUT TERMINAL

5.1 The Facility

- (a) The Club may provide a facility whereby a Betting Account holder may by using a Customer Input Terminal:
 - (i) place a Bet with an Operator;
 - (ii) enquire the balance of his Betting Account;
 - (iii) request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account;
 - (iv) transfer funds from his Nominated Bank Account to the Club's bank account for credit of his Betting Account or, subject to the provision of the facility by his bank, enquire the balance of his bank account; and
 - (v) obtain in a readable form information, if any, as may be provided by the Operator or the Club.
- (b) The Club may refuse to provide a Customer Input Terminal, accept a Bet, or withdraw or transfer funds via a Customer Input Terminal without giving any reason to the Betting Account holder or the Operator.

5.2 Scope and Extent of Service

- (a) The Club may provide the facility as described in Rule 5.1 to allow the Operator to make use of such facility to enable use of a Customer Input Terminal as the Operator may determine.
- (b) The Club and the Operator shall together determine the transactions capable of being done by using a Customer Input Terminal.
- (c) The Club may restrict the times of use and the services available on a Customer Input Terminal.

- (d) The Club may limit the frequency of use of a Customer Input Terminal by a Betting Account Holder and the amount involved in any transaction on any day or over any period of time.
- (e) The Club and the Operator may agree on and prescribe such deposit for the issue of or such charge for the use of a Customer Input Terminal.

5.3 Application

A Betting Account holder who wishes to be issued with a Customer Input Terminal must apply on the appropriate form in writing to the Club and submit with such application the prescribed deposit or charges, if any.

5.4 Restrictions on Issue

- (a) Only a Betting Account holder may apply for the issue of and use a Customer Input Terminal.
- (b) The Club and/or the Operator may refuse to issue a Customer Input Terminal to any person without giving any reason.

5.5 Use

- (a) The Club will allocate a PIN to each Betting Account holder to whom a Customer Input Terminal is issued.
- (b) Whenever a Customer Input Terminal is used, the PIN must be entered into the Club's system.
- (c) A Betting Account holder must keep the PIN confidential.
- (d) Once an instruction has been given by a Customer Input Terminal to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (e) At any time, the Operator may instruct the Club to, or the Club may, pursuant to Rule 5.1(b), refuse to accept a Bet, withdraw or transfer funds via a Customer Input Terminal without giving any reason.

- (f) Neither the Club nor the Operator shall be under any obligation to inquire or verify whether the person giving instructions via a Customer Input Terminal is the Betting Account holder to whom the Customer Input Terminal was issued. Any Bet placed via a Customer Input Terminal shall be deemed to have been placed by the Betting Account holder who has been issued the Customer Input Terminal.

5.6 Closure

- (a) The right to use a Customer Input Terminal terminates immediately on the closure of the corresponding Betting Account.
- (b) On the closure of his Betting Account, the Betting Account holder must immediately return the Customer Input Terminal to a designated Betting Location if the equipment is owned or leased by the Club.
- (c) Upon the closure of a Betting Account, the PIN will be invalidated.
- (d) Any Bet placed through a Customer Input Terminal after the corresponding Betting Account has been closed will not be a Valid Bet.

5.7 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club to accept a withdrawal or transfer of funds instructed by use of a Customer Input Terminal notwithstanding that the Customer Input Terminal has confirmed receipt of the funds;
- (b) any failure by the Club to implement a withdrawal or transfer of funds instructed by use of a Customer Input Terminal notwithstanding that the Customer Input Terminal has confirmed receipt of the instruction;
- (c) any failure by the Club and/or the Operator to process a Bet placed via a Customer Input Terminal;

- (d) any loss sustained by a person whose bank account or Betting Account is accessed by a third party via a Customer Input Terminal;
- (e) any loss sustained as a result of the incorrect, delayed or omitted transmission from or display of information on a Customer Input Terminal;
- (f) any loss sustained as a result of failure or malfunction of a Customer Input Terminal or of any program, equipment, network or system inter-connected with it whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party; and/or
- (g) any loss sustained arising out of the acts or omissions of any Staff or any third party providing services associated with the operation of a Customer Input Terminal or any program, equipment, network or system inter-connected with it whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party.