

## SITE PROMOTIONS PTY LTD

### ROULETTE COMPUTER TERMS AND CONDITIONS OF PURCHASE

#### 1. Background

Site Promotions Pty Ltd (“we, us, our”) is a multi disciplinary company with interests in energy research and gambling. We have developed computer software which is designed to analyse deceleration of a roulette wheel and ball, which in turn can predict the probability of spin outcomes. The software in conjunction with mobile phone technology together forms the Roulette Computer (“the Product”).

#### 2. You agree to comply with our terms and conditions of purchase

The Customer (“you”) named in the Purchase Order Form overleaf (“Order”) wishes to purchase the Product from us. By signing and lodging the Order, you agree that your purchase is subject to these terms and conditions. No other representations or agreements made between us will apply.

#### 3. Customer Eligibility

- 3.1 Casino owners or their employees, contractors or agents or competitors in gambling tournaments are not permitted to purchase the Product. By signing the Order, you certify that you are in no way affiliated with any casino in any way and specifically agree that we may conduct a background check to verify the information you give to us.
- 3.2 You agree to indemnify us against any claims and all damages, liabilities, costs including legal fees directly or indirectly arising from any information supplied by you to us.

#### 4. Product Description and Price

- 4.1 The Product you have purchased and the price payable for the Product (“Price”) is described in the Order. Any upgrades or modifications including wireless software and accessories are not included in the price unless specifically noted on the Order.
- 4.2 The Price includes unlimited troubleshooting support from us in relation to the technical operation of the Product as required. All support from us including troubleshooting support will be terminated immediately if you breach any term of this Agreement, and you will not be entitled to any refund.

#### 5. Grant of Software Licence

- 5.1 The Product is made up of several components one of which is computer software developed by us which is pre-programmed onto the hardware (“Software”). We grant you a non-exclusive, non-transferable licence to use the software upon purchase of the Product.
- 5.2 The licence fee payable for the Software is included in the Price. The licence fee includes any future updates or modifications to the software but not the hardware and you are responsible for all freight charges for return of the Product to us for software update installation and subsequent return to you.
- 5.3 You may only use the software on the hardware supplied by us as part of the Product. The Software will be registered to a specific user, being the purchaser named on the Order. Any sharing or unauthorised distribution of the Software may be tracked by us and you will be held solely responsible for any losses suffered by us due to such sharing or unauthorised distribution.
- 5.4 Ongoing supply of access codes to keep the Product functional will be terminated immediately if you breach any term of this Agreement.

#### 6. Orders & Payment

- 6.1 We will only accept Orders in writing on an approved Purchase Order Form by mail, fax or e-mail. Orders must be signed.

Initials: \_\_\_\_\_

- 6.2 You must pay the full price for the Product upon acceptance of your Order by us. Payment may be made by cheque, in cash, by direct deposit into our nominated bank account or by international bank draft. No delivery of the Product will occur prior to payment being received in full.
- 6.3 We will notify you by fax or e-mail when your order has been accepted and advise you of our bank details. We reserve the right to refuse any Order without having to give reasons.

## 7. Delivery

Delivery times will vary in accordance with the type of Order and will be confirmed at the time of the Order. We will not be liable for delays in delivery or failure to deliver caused by any circumstances beyond our control.

## 8. Our Responsibilities

- 8.1 The Product we supply will be of merchantable quality and fit for the purpose for which it was intended to be used as described in Clause 1. A 12 month warranty applies on parts and labour should the Product have a technical defect, including but not limited to software "bugs" and electronic faults of the hardware.
- 8.2 You must inform us of any defects in the Product within 7 days of receipt of the Product or as soon as you become aware of the defect. No returns will be accepted unless prior approval has been given by an authorised representative of Site Promotions and all returns must include the invoice number on all correspondence otherwise the return will not be accepted. We will pay for the cost of transporting the defective Products to us only if we have approved in writing those costs prior to the same being incurred by you. We will, at our election, either:
- 8.2.1 replace or repair the defective Products returned by you and deliver the replaced or repaired Products to you; or
  - 8.2.2 issue a credit for the defective Products.
- 8.3 Although the Product is customised we do use existing hardware which we may at times obtain from third party suppliers. We will endeavour to source such hardware from reputable suppliers.
- 8.4 Subject to Clause 9 we will give you instructions relating to the technical operation of the Product upon purchasing the Product and ongoing support as detailed in Clause 4.2.
- 8.5 We will ensure that the Product is manufactured in accordance with all relevant laws and regulations.

## 9. Your Responsibilities

- 9.1 You understand that the use of the Product is illegal in casinos and other circumstances in Australia and in some overseas jurisdictions. You must seek your own legal advice in relation to your proposed use of the Product. You undertake that you will only use the Product for evaluation purposes in jurisdictions where other uses of the Product are illegal.
- 9.2 You agree that you are solely responsible for the implementation and use of the Product. We may give instructions on the technical operation of the Product for evaluation purposes and this advice is given in good faith but we make no warranty whatsoever in relation to your use of the Product. The warranties contained in Clause 12 below are made in relation to the effectiveness of the Product in predicting spin outcomes but we make no specific warranties regarding the use of the Product for illegal activity such as cheating in casinos.
- 9.3 You indemnify and hold us harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all damages, liabilities, costs including legal fees directly or indirectly arising from your reliance or failure to rely on our instructions or from your use or misuse of the Product.

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## 10. Intellectual Property & Copyright

- 10.1 All Intellectual Property Rights in the Product and Software including copyright, patents, registered and unregistered trademarks, registered or unregistered designs are our property or we have the right to use the Intellectual Property Rights under licence from a third party.
- 10.2 You may not under any circumstances duplicate or redistribute the Product or seek to manufacture a similar product using the Intellectual Property Rights. You may not under any circumstances copy, reverse engineer, decrypt or otherwise deal with the Software or transfer your rights to the Software licence. You understand that the Software contains various unique embedded tracking codes that identify the original purchaser and that we reserve the right to repossess the Product without refunding you the Price should we become aware that you have breached this Clause 10 in any way.

## 11. Confidential information

- 11.1 You agree that you will keep all information received from us relating both to our business and the Product ("Confidential Information) absolutely secret and confidential at all times and you must not use or disclose any Confidential Information or any part of it to any other person.
- 11.2 You agree that the Confidential Information will not be referred to or disclosed whether in a public or private context without our prior written consent.
- 11.3 We promise to keep all personal information you give to us strictly confidential at all times and protect your privacy in accordance with the Privacy Act (Cth) and National Privacy Principles.
- 11.4 You agree to not identify yourself as a purchaser or client of Site Promotions PTY LTD to any party without prior written consent from Promotions PTY LTD

## 12. 200% Money Back Guarantee

- 12.1 We guarantee that the Product when used correctly can predict the probability of spin outcomes on a Roulette Wheel after a reasonable time. If within 30 days of delivery, you are unable to predict the probability of spin outcomes using the Product, you may bring your own Roulette Wheel and ball in to our offices for testing (casino standard wheels only). If we cannot demonstrate that the Product can predict the probability of spin outcomes using your Roulette Wheel and ball due to reasons other than a technical fault in the Product, at no cost to you, we will develop the software and its algorithms further to predict the outcome of spins specifically for the wheel presented by you. If the new algorithms still do not predict spins with accuracy (exact number hit rate) of better than 1 in 35, we will refund you twice the price you paid for the Product and you keep the Product.
- 12.2 The above guarantee is made in relation to the technical operation of the Product when used as an evaluation tool only. No guarantees are made relating to the Client's use of the Product in a Casino environment or other unascertainable circumstances.

## 13. Limitation of Liability

- 13.1 Apart from the warranty in Clause 8 and the guarantee in Clause 12, all express and implied terms, conditions and warranties which otherwise might apply to your purchase of the Product are expressly excluded other than those terms, conditions and warranties which by law cannot be lawfully be excluded or modified by agreement including without limitation Part V of the Trade Practices Act 1974 (Cth) and the equivalent provisions of the Fair Trading Act 1999 (Vic).
- 13.2 If we are liable for a breach of a term, condition or warranty described in Clause 13.1 our liability is to the fullest extent permitted by law limited to the cost of replacing the Product.
- 13.3 We are not responsible for any default of any third party manufacturer or supplier nor for any losses, damages or claims resulting from your use of the Product.

## 14. GST

If GST is payable on any supply referred to in these terms and conditions, the price payable for the supply

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will be considered exclusive of GST. You undertake to pay us the amount of such GST in addition to the price payable for that supply subject to us issuing you with a valid tax invoice in accordance with the New Tax System (Goods and Services Tax) Act 1999 (Cth).

**15. Waiver**

From time to time we or you may not insist on strict compliance with these Terms and Conditions. However this does not mean that we or you cannot insist on performance on another occasion of any part of the Terms and Conditions or the same part that we may have let go in the past.

**16. If part of the Agreement is invalid**

If any part of these terms and conditions is or becomes invalid, that part will be severed from the terms and conditions. This will not affect the validity of the remaining provisions of the terms and conditions.

**17. Dispute resolution just in case we encounter a problem**

We ask that if there is a problem or that if you are feeling uneasy at any time, you bring this to our attention as soon as possible. You agree with us that if there is a problem, we will try to resolve it between ourselves. If the problem cannot be resolved by negotiation, the matter will be referred to mediation before a mediator approved by the Law Institute of Victoria and both parties will participate in the mediation process in good faith. Failing mediation, the matter will then be submitted to arbitration in accordance with the Commercial Arbitration Act 1984 (Vic). During the arbitration, we may both be represented by a lawyer and will each bear our own legal costs. You agree with us that litigation in our relationship will only be used as a last resort.

**18. Governing law**

The laws of Victoria apply to these Terms and Conditions and any disputes will be heard in the courts and tribunals of that State.

**19. Variation**

Any variation to these Terms and Conditions must be in writing and signed by both parties.

**Signed on behalf of Site Promotions Pty Ltd:**

**Signed on behalf of the Recipient:**

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Signature

.....  
Signature

.....  
Print Full Name

.....  
Print Full Name

**in the presence of:**

**in the presence of:**

.....  
Signature of Witness

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Signature of Witness

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Print Full Name of Witness

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Print Full Name of Witness

Date:

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