

Terms of Use

Last updated: April 2024

By Using Our Site You Accept These Terms and Conditions

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Site.

These Terms, together with any and all other documents referred to herein, set out the Terms and Conditions under which you may use this Platform, <https://dcr.bet/> ("Our Site"). These Terms set out the rights and obligations of all Users regarding the use of the Service. These Terms apply to all visitors, users and others who access or use the Service. Please read these Terms and Conditions carefully and ensure that you understand them.

Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of Our Services. If you do not agree to comply with and be bound by these Terms, you must stop using Our Site immediately.

1. Definitions

In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings

"Content" means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a Device that appears on, or forms part of, Our Site;

"Data" means all data that is gathered, collected, and/or generated by Diecast Racer and its third party services, directly from the User or the Platform;

"Device" means any device that can access the Service such as a computer, a cellphone or a digital tablet;

"Games" means the third-party game partners made available for play to You within Our Services;

"Our Site" means these Terms that govern the use of Our Site Diecast Racer, accessible from <https://dcr.bet/> and any other Site owned or operated by Diecast Racer that links to these Terms.

"Platform" means all related tools, APIs, Data offered by Diecast Racer (collectively, including the Site "Platform").

"Service" refers to Our Site.

"Sanctions List" means a compilation of restrictions on individuals, organizations, or countries that are subject to economic or political restrictions maintained by a government, international organisation and/ or a coalition of countries

"Terms" means these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

"Third-party Social Media Service" means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

"User" means a user of Our Site;

"User Content" means any content submitted to Our Site by Users;

"We/Us/Our" means Diecast Racer;

"You/Your" means the terms between You, the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service as applicable, and Diecast Racer.

You represent that you are over the age of 18. The Company does not permit those under the age of 18 to use the Service.

2. Information About Us

i. Our Site is operated by Diecast Racer

3. How to Contact Us

To contact Us, please email Us at hotwheelsbets468@gmail.com

4. Access to Our Site

i. Access to Our Site is free of charge;

ii. It is your responsibility to make any and all arrangements necessary in order to access Our Site;

iii. Engaging in activities on Our Site, necessitates the registration of Your credentials in order to activate an account ("Account") from Your Third-Party Social Media accounts or an approved digital wallet, ("Digital Wallet").

iv. By clicking the "I accept" button or a similar affirmation when such an option is provided, by connecting your Digital Wallet, or by engaging with the Platform in any manner, you indicate your acceptance and agreement to abide by these Terms from the date of such action. You expressly acknowledge and affirm that you have thoroughly read these Terms and possess a comprehensive understanding of these Terms of Use conducted via the Platform. If you do not agree with these Terms, You will be explicitly prohibited from using the Platform.

v. Access to Our Site is provided "as is" and on an "as available" basis and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law.

We and on behalf of Our Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. We may alter, suspend your access or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period;

vi. We do not control or own your Digital Wallets, any associated blockchain, or any other Third-Party Services (as defined below). It is solely your responsibility to;

- a) establish and maintain access to your Digital Wallet in a fully operational, secure, and valid condition; and

- b) securely retain the credentials required to access your Digital Wallet and its private key.

In the event of the loss, hacking, or theft of any Digital Asset from your Digital Wallet, including cryptocurrencies, NFTs, or other non-fungible tokens, you acknowledge and agree that you will not have any rights, claims, or legal actions against Diecast Racer for such losses, hacks, or theft, including concerning any Digital Asset.

vii. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected;

viii. Without limiting the foregoing, neither the Company nor any of Our provider's makes any representation or warranty of any kind, express or implied: (a) as to the operation or availability of the Service, or the information, Content, and materials or products included thereon; (b) that the Service will be uninterrupted or error-free; (c) as to the accuracy, reliability, or currency of

any information or Content provided through the Service; or (d) that the Service, its servers, the Content, or e-mails sent from or on behalf of Us are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

ix. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

5. Third-Party Services and Links to Other Websites

i. Our Site may contain links to third-party web sites, Services or Games ("Third-Party Services") and the Site's features may include services offered by external parties that are not owned or controlled by Us. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the Content of third-party websites.

ii. You acknowledge some aspects of the Site may involve the integration, utilization, or reliance on these Third-Party Services along with the technology developed by Diecast Racer to obtain Your Game Data including but not limited to Your gameplay. When You play Games made available through Our Platform via a Third-Party Service You are directing Us to collect Your Game Data and directing the Third-Party Service and Game to share Your game play Data with Us. In the event of any disruption affecting the functionality linked to a Third-Party Service, the Site may encounter an interruption, and we will not bear responsibility or liability for such interruptions.

iii. The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it. The inclusion of a link to another website on Our Site is for information purposes only.

iv. We have no control over, and assume no responsibility for the Content, privacy policies, or any other parties involved with it. You further acknowledge and agree that the Company 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 on any such Content, goods or services available on or through any such Third-Party Services. We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

6. Links to Our Site

i. You may link to Our Site provided that:

- a) You do so in a fair a legal manner
- b) You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
- c) you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
- d) you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

ii. You agree to comply with the Our Acceptable Use Policy as detailed in clause 15 and agree not link to Our Site from any other site the main Content of which contains material that:

- a) is sexually explicit;
- b) is obscene, deliberately offensive, hateful or otherwise inflammatory;
- c) promotes violence;
- d) promotes or assists in any form of unlawful activity;

e) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age

f) is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

g) is calculated or is otherwise likely to deceive another person;

h) is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy; and

i) implies any form of affiliation with Us where none exists.

7. Changes to Our Site

We may alter and update Our Site (or any part of it) at any time by updating the Services We provide. Should We make any significant alterations to Our Site (or any part of it), We will try to give you reasonable notice of the alterations.

8. Changes to our Terms of Use

We reserve the right to amend or replace these Terms from time to time. When this occurs, we shall post the new version of our Terms on Our Site. What constitutes a material change or amendment to the Terms will be determined at Our sole discretion. We encourage you to periodically review these Terms so that you may remain informed. Any modifications will be effective on the day that they are posted on Our Site.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

9. Liability and Disclaimers

i. Nothing on Our Site constitutes professional advice on which you should rely. It is provided for general information purposes only.

ii. To the extent permitted by law We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

iii. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

iv. We shall ensure that Our Site is accessible in a dependable and secure manner.

Occasionally, there may be interruptions, errors, delays, or other issues when accessing Our Site or a Third-Party Service. These issues can arise due to a variety of factors, some of which are beyond our control, and some of which may necessitate scheduled maintenance for preventive maintenance, software upgrade, patches, and so on or unscheduled system downtime of the Site ("Downtime").

v. During such periods of Downtime, part or all of Our Site may be temporarily unavailable, including the inability to access a game when you had intended to do so. We cannot be held liable or responsible for any inconveniences, losses, or damages incurred as a result of a system downtime or a period when the Site is unavailable for use. By using our services, you agree to waive any claims against Diecast Racer related to or arising from Downtime.

vi. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

vii. To the maximum extent permitted by applicable law, in no event shall the Company or Our suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

viii. The limitations of liability included in this Clause 11 apply only to the use of Our Site and not to any sale of services which shall be governed separately.

10. Intellectual Property Rights

All Content created, included or posted on Our Site with the exception of User Content (the copyright and other intellectual property rights subsisting in that Content, unless specifically labeled otherwise, belongs to or has been licensed by Us. You acknowledge that all materials on or in our Services, including the Services' texts, design, graphics, music, characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, trademarks, logos, places, characters, diagrams, concepts, choreographies, videos, sounds, pictures, audio-visual effects, domain names, creative works, data, software links, copyrighted material and other intellectual property rights in all information, documents or material on the Website and any technology or code making up any Company widget and the selection and arrangement thereof (collectively, "Content") are the property of Us or our agreed licensors, and are subject to and protected by applicable United Kingdom and international intellectual property laws, copyright and treaties.

You will not obtain any ownership interest in the Content or Our Services through these Terms or otherwise. All rights to the Content not expressly granted in these Terms are reserved to their respective copyright owners. Except as expressly authorized by these Terms or on our Services. You may not copy, reproduce, distribute, republish, download, perform, display, post, transmit,

exploit, create derivative works or otherwise use any of the Content in any form or by any means, without the prior written authorisation of Us or the respective copyright owner, which may be granted at its sole discretion.

i. You may not reproduce, republish, extract, modify, copy, distribute, display sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site into any other Website or any public or private electronic retrieval system or service unless given express written permission to do so by Us.

ii. You may:

a) Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);

b) Download Our Site (or any part of it) for caching;

c) Print page(s) from Our Site;

d) Download extracts from pages on Our Site; and

e) Save pages from Our Site for later and/or offline viewing.

iii. Our Site may contain or refer to trademarks or other proprietary intellectual property rights of the Company, its partners or of other third parties. You shall have no right to its license to, or any of right of these trademarks or shall gave any proprietary intellectual property rights granted to or conferred upon You by reason of such reference.

iv. Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

v. You may not re-use any Content printed, saved or downloaded from Our Site for commercial purposes without first obtaining express written permission or a license for use from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site whether by business users or consumers.

11. Viruses, Malware and Security

- i. We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- ii. You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- iii. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- iv. You must not attempt to gain unauthorized access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- v. You must not attack Our Site by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.
- vi. By breaching the provisions of sub-Clauses 11.i to 11.v, you may be committing a criminal offense. Any and all such breaches will be reported to the relevant law enforcement authorities, and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

12. Acceptable Use

- i. You may only use Our Site in a lawful manner:
 - a) You agree to ensure that You shall comply fully with any and all local, national, or international laws and regulations that apply;
 - b) You agree not use Our site in any way, or for any purpose, that is unlawful or fraudulent;
 - c) You agree that Your UGC is not malicious, libellous, false, misleading or inaccurate;

d) You further agree that Your UGC is not abusive, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable or offensive and does not impersonate anybody;

e) You agree not to use Our Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind; and

h) You agree to use Our Platform in compliance with our community principles and all relevant local, jurisdictional, federal, and foreign laws, which encompass any regulations pertaining to privacy, electronic communications, and anti-spam laws.

ii. If you fail to comply with the provisions of this clause 12 you will be in breach of these Terms and We may take one or more of the following actions in response:

a) Suspend or terminate your right to use Our Site;

b) Issue you with a written warning;

c) Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

d) Take further legal action against you, as appropriate;

e) Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

f) Any other actions which We deem reasonably appropriate (and lawful).

iii. It is your sole responsibility to ensure that Your use of Our Site and the Services complies with applicable laws in Your country of residence. Furthermore, you are prohibited from using Our platform under the following Sanctions:

a) Geographical Restrictions: You are not authorized to use the Site if You are located in, or residents of specific countries or regions referred to as "Excluded Jurisdictions." These Excluded Jurisdictions include Iran, North Korea, Cuba, Syria, China, Afghanistan, Central African Republic, Congo (the Democratic Republic of), Libya, Mali, Somalia, Sudan, and Yemen;

b) Corporate Restrictions: Corporate entities that are incorporated in or operate out of an Excluded Jurisdiction, or are under the control of individuals who are citizens, residents, or physically present in an Excluded Jurisdiction, are not authorised to use the Site;

c) UN Sanctions Lists: Users, whether individuals or corporate entities, who are included in the consolidated list published by the United Nations Security Council or fall within the scope of regulations related to or implementing United Nations Security Council Resolutions listed by specific authorities, such as MAS (Monetary Authority of Singapore), are not authorised to use the Site; or

d) General Prohibitions: the Site may not be used by individuals or corporate bodies who are otherwise prohibited or ineligible under any applicable law from participation in any part of the Site.

These terms and conditions are intended to ensure that the Site is not used in violation of international sanctions, embargoes, or other legal restrictions, and to comply with regulatory requirements. Users must be aware of and adhere to these restrictions to use the Site lawfully. Should You require further information please contact Us.

iv. We hereby exclude all liability arising out of any actions that We may take (including, but not limited to those set out above in this clause 12 in response to your breach.

v. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these jurisdictions, each party's liability will be limited to the greatest extent permitted by law.

13. International Users

i. Governing Law and Jurisdiction

a) These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the Laws of South Africa.

b) If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in this clause takes away from or reduces your legal rights as a consumer.

c) The laws of the Country, excluding its conflicts of law rules, shall govern these Terms and Your use of the Service. Your use of Our Site may also be subject to other local, state, national, or international laws.

ii. Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting Us.

iii. For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

iv. United States Legal Compliance

You represent and warrant that (a) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (b) You are not listed on any United States government list of prohibited or restricted parties.