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## Website usage terms and conditions

Welcome to LottoTry.com. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Soft Solution's relationship with you in relation to this website.  
(<http://www.lottotry.com/>)

The term 'LottoTry™', 'lottotry.com', and or Soft Solution (Licence holder: Maplelan International Development LTD.) or 'us' or 'we' or 'the company', refers to the owner of the website whose registered office is #1004 – 1600 Beach Av. Vancouver, BC V6G 1Y6. Our company registration number is BCo635342 a registered incorporated company in the province of British Columbia. The term 'client', 'member', and 'you' refers to the user or viewer of LottoTry.com.

The use of this website is subject to the following terms of use:

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- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
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- You may create a link to this website from another website or document without Soft Solution's prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of British Columbia, Canada.

## Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.



Your personal and financial will not be sold or shared with any agency, company or anyone else unless required under law.

## Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party.

## Disclaimer Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, Soft Solution. excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Companies literature; and excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages. This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## Payment

MastCard, VISA are the acceptable methods of payment. Our Terms are full payment must be made prior to being accepted as a member.

In order to protect both you and LottoTry <sup>TM</sup> (solely owned by Soft Solution) from fraudulent transactions, Soft Solution will make use of a third party organization to perform credit card verification and processing. All prices listed on the LottoTry <sup>TM</sup> website are in Canadian dollars and charges will be processed in Canadian dollars. By law, some transactions cannot be reversed. For these types of transactions, no refund or credits can be issued.

## Cancellation Policy

Minimum 24 hours notice of cancellation required. Notification for instance, will be via email.

## Termination of Agreements and Refunds Policy

Both the Member and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. **No refunds shall be offered**, where a Service is deemed to have begun and is, for all intents and purposes, underway. The member shall be removed from the member database.

## Availability

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## **Log Files**

We use IP addresses to analyze trends, administer the site, track users movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## **Cookies**

Like most interactive web sites this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

## **Links to this website**

You may create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## **Links from this website**

The LottoTry™ Web site may contain links to other Web sites. All other Web sites are independent from our site and from LottoTry™. LottoTry™ no control over and expressly disclaims any liability for these Web sites or their content. The provision of any link does not constitute an endorsement of such linked Web sites by LottoTry™.

## **Copyright Notice**

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## **Communication**

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers. This company is registered in the province of British Columbia.



## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein. Waiver Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **General**

The laws of British Columbia govern these terms and conditions. By accessing this website [and using our service] you consent to these terms and conditions and to the exclusive jurisdiction of the provincial courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

## **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers? Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis. These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected. © Soft Solution 2011 All Rights Reserved.