

# Terms and Conditions – Provision of Service

(hereinafter also referred to as „**Terms and Conditions**“)

by the following company:

**SPORT BREAK s.r.o.**

Tin: 087 98 486

Vatin: CZ08798486

Company address: Korunní 2569/108g, Vinohrady, 101 00 Prague 10, Czech Republic

registered at the Regional Court in Prague, Section C, file number 325562

represented by Martin Machač, executive director,

and Dominik Rouš, executive director

(hereinafter also referred to as „**Sport Break**“)

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## Article I.

### **Sport Break's website and activities**

1. Sport Break is a company whose business is Production, trade, and services not specified in Annexes 1 to 3 of the Trade Licensing Act.
2. Sport Break has established and operates a website available at [www.tipnito.com](http://www.tipnito.com) (hereinafter also referred to as the '**Website**'), enabling the publication of tips on the results of sports matches and other similar events, and advisory activities related to the results of sports matches and other similar events (hereinafter referred to as '**Tips**') provided by third parties (hereinafter referred to as '**Tipsters**'). Sport Break company facilitates the publication of these tips and services related to these activities provided by the Tipsters (particularly the acceptance of payments settled by individual members to Sport Break's account and further disposition of such funds in accordance with these Terms and Conditions) in order to make the Tips available to other parties (hereinafter referred to as '**Members**'), who obtain Membership and pay fees in accordance with these Terms and Conditions.
3. Tips provided by Sport Break are intended for informational purposes only; each Member shall decide whether or not to use a Tip provided by Sport Break. Sport Break shall not be liable to the Members for the return on their bets using Tips provided by Sport Break and any financial damage caused to the Member in connection with an unsuccessful Tip. Each Member solely bears the risk of financial loss.

## Article II.

### **Membership**

1. Sport Break provides its services only to persons over the age of 18 since participation in gambling by persons under the age of 18 is illegal, and Sport Break fully respects this prohibition. The Ministry of Finance warns:  
Participation in gambling may lead to addiction!
2. For the purposes of these Terms and Conditions, a Membership means a legal relationship between Sport Break and the Member established in accordance with these Terms and Conditions.
3. The Membership commences upon completion of registration of the Member via the registration form on the Website. The Membership also entitles the Member to use their account on the Website (the 'Membership Account'). Each Member is required to fill in the registration form according to these Terms and Conditions wholly and truthfully. By submitting their details to Sport Break, the Member claims all the personal details they provided are complete and valid.

## Article III.

### **The Membership Account**

1. The Membership account can be used by one person only. Only the person in whose name it is registered is allowed to access and use this Membership Account. Allowing a third party to enter the Membership Account shall be grounds for immediate termination of the Membership without refund as set out in these Terms and Conditions.
2. The membership account cannot be used on multiple devices simultaneously.
3. Based on the Membership and purchase and payment of a subscription (hereinafter also referred to as 'Subscription') within the Membership Account, the Members will get access to Tips to the extent and for the period depending on the type and number of Subscriptions purchased on the Website for a certain Fee.
4. Within each Subscription, the company undertakes to publish at least 1 Tip per month according to these Terms and Conditions.
5. In the Member Account, the Member has access to the following data:
  - the date of creation of the Membership,
  - a list of individual Subscriptions purchased by the Member,
  - the Tips published by the Tipsters within each Subscription purchased by the Member,

- the end of the Subscription depending on the amount of the fee paid as set out in these Terms and Conditions,
  - the option to turn off the automatic subscription renewal.
6. The Member's account is protected by a password set by the Member during registration. The Member may change their password in their Member Account at any time.

#### Article IV.

##### **Fees and Periods**

1. Subscriptions are subject to a fee. The fee for the use of the services (the 'Fee') is set out for each Subscription on the Website, and the Fee is set for a specific and limited period of time (the 'Period'), which is set out for each Subscription on the Website (for example, one month).
2. The Fee always includes VAT if the Member is a VAT payer.
3. Sport Break is not obliged to provide Tips from the Subscription (i.e., make them available to the Member in their Member Account) before the Fee is credited to Sport Break's account.
4. Access to the Tips of a given Package expires at the end of the Period for which the Fee has been paid.
5. All Charges for a given Package will be made through Sport Break's system as an intermediary when using Sport Break's account using the Pays.cz and Stripe payment gateway. Sport Break agrees to accept such payments into its account, to hold such amount and to pay a portion thereof in accordance with the applicable terms and conditions.
6. The Member may extend the Period by paying an additional Fee through the Payment Gateway, and may extend the Period in this way up to the maximum period specified in each individual Package.
7. For each month that a Package is made available to a Member, the Member shall pay Sport Break a Fee in accordance with these Terms and Conditions.
8. Proof of payment of the Fees under these Terms and Conditions will be sent to each Member at the e-mail address provided by the Member in the registration form within 5 days from the date of payment of the Fee to the Company's bank account.

#### Article V.

##### **Consumer Protection**

1. If the Member is a natural person whose Membership is not connected to their business activity, they shall be considered a consumer.
2. Sport Break company is a business.

3. The Member hereby understands and agrees that if they are provided with 3 Tips within 14 days from the date of payment of the Fee, they have no right to withdraw from the purchase contract without giving any reason according to Section 1837 of the Civil Code.

## Article VI.

### **Complaints Procedure**

1. Every Member has the right to complain about the services provided by Sport Break based on these Terms and Conditions. This right may be applied for the duration of the Membership and within 15 days from the date of termination of the Membership.
2. This Complaint Procedure modifies the process of filing and handling complaints by the Members against Sport Break within the legal limits. This Complaints Procedure applies to all complaints made by the Members as in effect on the date of the complaint.
3. The company does not guarantee the result of the provided tickets and the profit. Therefore, the fact that the Tips were unsuccessful or that the Member suffered a financial loss due to betting is not a reason for a complaint.
4. To file a complaint, the Member shall fill in a complaint form issued by Sport Break and published on the Website. In the form, the Member shall indicate what kind of defects they see in Sport Break's performance and what kind of compensation they demand, and send it to machac@sportbreak.com.
5. If Sport Break accepts the reason and method of compensation of the claim, Sport Break shall inform the claiming Member within 5 business days. Within another 10 days, Sport Break shall compensate the claiming Member.
6. Apart from legal grounds, it is possible to complain about the late publication of Tips (publication after the sporting event starts) or failure to comply with the minimum amount of published Tips.
7. The compensation methods for such defects are making the Subscription available free of charge for the following month, providing a discount on the Subscription Fee for the following month, or refunding the total amount of the Subscription Fee paid for the month in which the defective performance occurred.
8. Sport Break is obliged to resolve the complaint without delay, no later than within 30 days after receiving it.

## Article VII.

### **Termination of the Membership**

1. Cooperation under these Terms and Conditions is concluded for an indefinite period.
2. The Member may cancel their Membership Account at any time without giving a reason. In such case, any Fee already paid by the Member shall be forfeited and not refunded to the Member.
3. Sport Break is allowed to terminate the Membership Account immediately if the Member seriously violates these Terms and Conditions. In that case, the total amount of the Fee already paid by the Member shall be forfeited and not refunded to the Member. Furthermore, if the Membership is canceled for this reason, the Member shall not be allowed to register a new Membership Account in their name.
4. Sport Break is allowed to terminate the Membership Account after one prior notice of a violation of these Terms and Conditions because the Member repeatedly (i.e., more than once) violated these Terms and Conditions. In this case, the total amount of the Fee already paid by the Member shall be forfeited and not refunded to the Member. Furthermore, if the Membership is canceled for this reason, the Member shall not be allowed to register a new Membership Account in their name.
5. The Membership account may also be canceled by agreement between Sport Break and the Member. Refund or forfeiture of any fee already paid shall be subject to the parties' agreement. In case of the absence of an agreement, the Fee already paid shall be refunded to the Member. The agreement determines whether the Member is allowed to open a new account after the Membership cancellation. In case of the absence of an agreement, the Member is allowed to open a new Membership Account.
6. All Membership Accounts shall be canceled on the day Sport Break ceases to operate. If the Member Account is terminated due to this reason, Sport Break shall refund the Member of a part of the Fee for the Period covered by the Fee, but Tips under these Terms and Conditions shall no longer be provided by Sport Break due to Sport Break's closure.
7. The Member's Membership is terminated on the date of cancellation of the Member's Membership Account.

## Article VIII.

### **Privacy policy**

1. The purpose of this Privacy Policy is to inform the Members about what personal data will be processed by Sport Break in association with the Membership under these Terms and Conditions and in what way.
2. This Privacy Policy, as well as the processing of Member's personal data, is governed by applicable legislation, particularly Act No. 110/2019 Coll., on personal data processing, and by regulation No. 2016/679 of the European

Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).

3. Sport Break processes personal data of the Members only to fulfill the purpose of processing, to the extent and for the time necessary.
4. By agreeing to these Terms and Conditions, each Member consents to processing their personal data according to this Privacy Policy before ordering and paying for the Membership.
5. Each Member has declared that they are over 18 before ordering and paying for the Membership under these Terms and Conditions. Therefore Sport Break does not process personal data of persons under 18.
6. Sport Break processes Members' personal data based on their consent to the Terms and Conditions to provide its services, communicate with the Members, and fulfill its obligations under the law.
7. To manage Members' accounts, the following Members' data is processed:
  - Name,
  - surname,
  - date of birth,
  - address of residence,
  - telephone number,
  - email address.
8. To communicate with the Members and for marketing purposes, the following Members' data is processed:
  - Name,
  - surname,
  - email address.
9. For the purpose of invoicing and keeping accounting records, the following Members' data is processed:
  - Name,
  - last name,
  - date of birth,
  - address of residence.
10. Sport Break processes the following personal data of the Members to the following extent:
  - a. first name,
  - b. surname,
  - c. date of birth
  - d. address of residence (street, street number, postal code, city, and state),
  - e. telephone number
  - f. email address, for the purposes specified in this Privacy Policy.
11. Sport Break processes the following indirect data of the Members:
  - a. IP address
  - b. Cookies (to offer content relevant only to the Members and to facilitate the

browsing of the website)

c. Information on the browser and operating system version to allow Sport Break to display the website correctly.

12. Members' personal data is processed by Sport Break during the Membership. As soon as the Membership is terminated, Sport Break is obliged to delete the personal data of the Members and must stop processing it, unless there is a legal obligation to retain them after the termination of the cooperation, in particular Act No. 499/2004 Coll. (Act on Archiving and Records Management), Act No. 110/2019 Coll., on personal data processing, and by regulation No. 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).

13. The Members have the following rights concerning their personal data:

**a) The right to withdraw their consent to personal data processing.**

The Member may withdraw their consent to personal data processing by sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means. The Member shall explicitly state they withdraw their consent to personal data processing in the consent withdrawal. In this case, Sport Break is obliged to cease processing the Member's personal data immediately, no later than 5 days after receiving the consent withdrawal, unless there is a legal obligation to continue processing the Member's personal data after the consent withdrawal. The contractual relationship between Sport Break and the Member related to their cooperation will be terminated after the withdrawal of the consent to personal data processing as soon as the Member receives an email notification about the termination of personal data processing and the cooperation sent by Sport Break.

**b) The right to access personal data, correct or complete it.**

By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Member may request Sport Break to inform them whether Sport Break processes their personal data and, if so, which data are processed and how. Sport Break is obliged to provide them with this information. By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Member may also request Sport Break to correct inaccurate Member's personal data, and Sport Break must perform the corrections. By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Member may also request Sport

Break to complete the incomplete personal information regarding the Member and Sport Break must correct it.

**c) The right to request the restriction of the processing.**

By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Member may request Sport Break to restrict the processing of their personal data if they meet conditions set by legal regulation. In that case, Sport Break is obliged to restrict personal data processing.

**d) The right to object to the processing.**

The Member has the right to object to the processing of their personal data for reasons related to their particular situation at any time.

**e) Právo podat stížnost u dozorového orgánu.**

The Member has the right to file a complaint with the supervisory authority. If the Member is not satisfied with the way Sport Break processes their personal data, they may lodge a complaint directly with Sport Break (by sending an email to Sport Break's email address machac@sportbreak.com, sending a registered letter to Sport Break's company address, or by any other similar means), or by contacting the Office for Personal Data Protection.

**f) The right to data portability.**

By sending an email to Sport Break's email address (machac@sportbreak.com), sending a registered letter to Sport Break's address, or by any other similar means, the Member may request Sport Break to provide the personal data provided to Sport Break in a standard and machine-readable format, and Sport Break is obliged to provide the personal data to the Member in the manner specified in the request. The Member may subsequently transfer such data to another administrator or (if technically possible) request that the administrators transfer the data themselves.

**Article IX.**

**Duty of confidentiality**

1. The Member undertakes to maintain strict confidentiality of all facts that they become aware of concerning their Membership related to Sport Break's confidential business policy, its business, and organizational procedures towards third parties. The Member is obliged to keep Sport Break's trade secrets completely confidential, which will be made available to him in connection with the Activity performed according to these Terms and

Conditions. The Member is also obliged to ensure that such information does not reach unauthorized persons.

2. The Member's duty of confidentiality and protection of Sport Break's confidential information and trade secrets according to the preceding paragraph shall continue for the duration of the Activity and a period of three years after that, except the case where the nature of the facts to be kept confidential or to be kept secret from third parties requires remaining secret after the expiry of that period. Obligations to protect a business secret shall continue until its facts become generally known.
3. The Members acknowledge that their access details to the Member Account and the Tips provided are considered Sport Break's trade secret available to individual Members for a Fee. The Members must not disclose their Member Account log-in details or the Tips provided to them to any third party or parties or otherwise redistribute them. If the Members disclose their Membership Account access details or Tips to a third party or parties or otherwise share them, such action shall be deemed a serious violation of these Terms and Conditions and a violation of the duty of confidentiality. For such conduct, Sport Break is allowed to, in addition to other types of punishment (i.e., the cancellation of the Member's Account), require the Member who violates this obligation to pay a financial penalty in the amount of CZK 500,000.

## Article X.

### **Out-of-court consumer dispute resolution**

1. Disputes between Sport Break and the Member may also be settled out of court. In this case, the Member as a consumer shall contact the out-of-court dispute resolution entity, e.g., the Czech Trade Inspection or resolve the dispute online through the designated ODR platform.
2. Before proceeding to an out-of-court dispute resolution via an out-of-court dispute resolution entity, Sport Break recommends to the Member contacting Sport Break to settle the situation between the parties themselves.
3. More information on out-of-court dispute resolution is available at [www.coi.cz/en/information-about-adr](http://www.coi.cz/en/information-about-adr).

## Article XI.

### **Final Provisions**

1. If the Member's personal data changes, the Member is obliged to notify Sport Break immediately in writing (by post or email, in case Sport Break confirms receipt of the email within three days). If Sport Break's data change, Sport

Break is entitled to inform about this change by publication on its website or by email only.

2. If these Terms and Conditions contain legal defects, mainly if any of their provisions are contrary to applicable law, which could invalidate the Terms and Conditions, such provision shall be considered independent. The Terms and Conditions shall be treated as if they had never contained such provision. If any provision of these Terms and Conditions becomes invalid, ineffective, or unenforceable, it shall not affect the validity or effectiveness of the remaining provisions of these Terms and Conditions unless the nature of the invalid or unenforceable provision of these Terms and Conditions or its content indicates that it cannot be separated from the rest of the content of these Terms and Conditions.
3. By agreeing to these Terms and Conditions, the Member accepts all rights and obligations stated in these Terms and Conditions.
4. Relationships that are not explicitly defined in these Terms and Conditions shall be governed by the relevant legal provisions of Czech law in force and in effect on the day these Terms and Conditions come into force.
5. The Company is not responsible for any outage of the website or the means used for sending tips.
6. The Members state they are not citizens of the Czech Republic or the Slovak Republic.
7. Sport Break reserves the right to amend or supplement these Terms and Conditions and therefore unilaterally modify the mutual legal relations. Any modification of these Terms and Conditions becomes effective for the Members on the date on which the new version of these Terms and Conditions becomes effective, and it is published on the Website available at [www.tipnito.com](http://www.tipnito.com).

These Terms and Conditions shall take effect on 26.6.2024