GENERAL BUSINESS CONDITIONS FOR INTERNET-BASED TECHNICAL GAME

Operator: MP on-line s.r.o., Business ID: 106 67 156,

a business corporation with registered office at Na krčské stráni 712/72, 140 00 Prague 4,

Registered under Reg. No. C 346002 in the Commercial Register maintained by the Prague Municipal Court

Article I.

Preamble

- 1. The present General Business Conditions (hereinafter "GBC") define the legal arrangement between the Operator and its clients who use business services thereto provided by the Operator, specifically persons who are registered participants in the technical game operated by the Operator. The GBC are primarily subject to Act No. 89/2012 Coll., the Civil Code (hereinafter "Civil Code").
- 2. The content of the GBC is based on the Game Plan for Internet-based technical game currently in effect and approved by the Ministry of Finance of the Czech Republic, including the basic terminology employed therein, which is stated in the game plan starting with a capital letter. Unless otherwise expressly stipulated under the GBC, the definitions employed in the game plan apply, particularly the definitions in Article 2 of the Game Plan.
- 3. The present GBC constitute the basis of the contractual arrangement between the Operator and the Participant, where the content hereof constitutes an integral part thereof. In particular, the GBC lay down the rights and duties of natural persons, gambling participants, and the Operator, a business providing services to clients. The Operator primarily has the legal status of Business Operator, and the Participant has the legal status of Consumer within the meaning of the applicable provisions of the Civil Code.
- 4. Any person intending to participate in services offered by the Operator, i.e. Internet gambling, must enter into an Agreement for this purpose, whereof the following rights and duties constitute an integral part.

Article II.

Agreement

- 1. Every Person Interested in participating in the Internet-based technical game must enter into an Agreement for this purpose. The detailed conditions thereof are laid down in the Game Plan, including the definition of the eligibility (fitness) of a natural person to enter into an Agreement. A Person Interested in entering into an Agreement must be 18 years of age or older, must be a resident of the Czech Republic, must have no record in the Register of Persons Barred from Gambling, must successfully complete the Registration process, and must grant explicit consent to the present GBC during the Registration process.
- 2. If the Registration process is successfully completed, the Participant becomes eligible to participate in gambling operated by the Operator at www.magicplanet.cz or, as the case may be, in the framework of the Application. Upon the successful completion of the Registration process, an Interested Person becomes a Participant.
- 3. The Agreement with the Participant is entered into using remote means, over the Internet. Subsequently, a unique, personal user interface is made available to the Participant. The Participant must keep all of his/her user data confidential so as to prevent third-party misuse thereof. Where applicable, the Participant is fully liable for such third-party misuse of his/her user data.
- 4. An Interested Person must provide to the Operator all of the required identification and contact information, the scope whereof is laid down, without limitation, in the Gambling Act and the AML Act. The foregoing requirements are specified in detail in the Game Plan.
- 5. Identification data mean all names and surnames, as well as surname at birth where applicable, permanent address, nationality, and Personal Identification Number or date and place of birth if the Interested Person has not been assigned a Personal Identification Number. Contact information includes mailing address, telephone number, e-mail address, and data box identifier, insofar as the foregoing Data apply to the Interested Person.
- 6. A natural person may enter into only one Agreement with the Operator, where the Participant may not assign the rights and duties arising under the Agreement to a third party.
- 7. If the Participant owes an outstanding debt to the Operator, the Participant must discharge his/her obligations to the Operator even if the User Account has been closed. For this purpose, the Operator has the right to keep the Participant's relevant personal data after the expiration of the Agreement.
- 8. The Participant must inform the Operator of any and all changes in his/her personal and other data thereby provided to the Operator in connection with entering into the Agreement, during Registration, or at any time while the contractual arrangement lasts; the Participant must inform the Operator no later than 10 (ten) days after such a change occurs by sending an e-mail to info@mp-online.cz.

- 9. If the Agreement with the Participant terminates and the Participant wishes to enter into a new Agreement with the Operator, the entire Registration process must be repeated in accordance with the Gambling Act, the AML Act, the Game Plan, and the present GBC.
- 10. By entering into the Agreement, the Participant undertakes to refrain from any action liable to damage the Operator's good repute; otherwise, the Operator has the right to terminate the Agreement effective immediately and take relevant legal action against the Participant. Furthermore, the Participant undertakes to interact with the Operator under all circumstances in accordance with the rules of civility, in good faith, and to adhere to the principles of politeness, fairness, and honesty to the maximum possible extent in communicating with the Operator.
- 11. The Agreement is entered into for an open-ended term. Both the Operator and the Participant may terminate the Agreement in a discretionary manner. If the Agreement is terminated by the Participant, the detailed conditions for the closure of his/her User Account are laid down in the Game Plan.
- 12. The Operator may terminate this Agreement only in case that the Participant breaches the present GBC, the Game Plan, or a law of general application applicable to participation in gambling operated by the Operator. Likewise, the Operator may rescind the Agreement if the Participant is demonstrated to have deliberately stated false personal data as per the requirements relating to the Registration process or, as the case may be, the AML Act. The Operator informs the Participant of termination as per the above using a suitable method without unnecessary delay, using the contact information provided by the Participant during the Registration process or thereby updated thereafter. Upon the termination of the Agreement, the legal arrangement between the Operator and the Participant will expire.

Article III.

Participation in Gambling

- The participate in the Internet-based technical game, the Participant must register and provide
 a verified payment method in accordance with the requirements laid down in the Gambling
 Act, the Game Plan, and the GBC. The payment method will be used for cashless transfers of
 funds to the Participant's personal User Account. Likewise, the personal User Account will be
 used by the Participant to withdraw funds.
- 2. One Participant may have only one User Account. Opening multiple User Accounts is prohibited. If the Participant fraudulently opens multiple User Accounts, the Operator has the right to close such User Accounts immediately. In such a case, all of the Participant's funds gained in a fraudulent manner will be forfeited. The Participant will receive information to that effect in writing. Furthermore, the foregoing provision applies fully to a situation where the Participant controls a User Account the holder of which is a different person.
- 3. The use of the personal User Account is the full liability of the Participant. The Operator bears no liability whatsoever for any damage or loss incurred as a result of the use of the User Account by the Participant or a third party. The Operator bears no liability whatsoever for any

- damage or loss incurred due to negligence. The Operator bears no liability whatsoever for gambling losses and for loss of profit.
- 4. The Operator must maintain all information regarding Bets and Participants in strict confidentiality. Exemptions are laid down under the law.
- 5. Where applicable, the Participant bears full liability for damage and loss incurred by the Operator or a third party in connection with the Participant's breach of the GBC or the Game Plan.
- 6. The Operator must return funds transferred to the User Account contrary to the GBC or the Game Plan; returned funds may be reduced by transaction fees charged by providers of payment services.
- 7. The placement of a Bet is conditional on signing into the Application by entering the Participant's sign-in data, i.e. the sign-in name and the password selected by the Participant.
- 8. The Participant does not have the right to use funds on his/her personal User Account in a way other (financial transactions, money laundering, etc.) than exclusively for paying the cost of Bets placed in the framework of the technical game. In case that the Participant repeatedly withdraws funds deposited in the User Account without using such funds to pay for Bets, the Operator has the right to compensation for all costs incurred as part of such transactions. The Operator determines whether a deposit or a withdrawal is unrelated to betting no later than within seven (7) calendar days after the Participant submits a withdrawal instruction. In the event of such a violation, the Operator may use funds in the Participant's User Account to pay for the relevant costs. In case that the account balance is negative, the Participant must pay the balance due no later than 15 (fifteen) days after receiving the Operator's request to pay the balance due.
- 9. The Operator and the Participant agree that the minimum value of a withdrawal from the User Account amounts to CZK 300.00 and the minimum value of a deposit to the User Account amounts to CZK 100.00.
- 10. In case that no transaction consisting of deposit, withdrawal, Bet, and the like is completed on the User Account during a period in excess of 12 months, the Operator has the right to block the User Account. The Operator must provably inform the Participant of the foregoing fact using the contact information provided by the Participant.
- 11. The minimum and maximum value of a deposit or withdrawal is agreed between the Operator and the Participant to be subject to the following limits, depending on the payment method and the transaction (deposit, withdrawal).

Payment method	Verification method	Deposit – min/max	Withdrawal – min/max	Fee
Payment account	Verification payment Account statement scan Bank ID	Min – CZK 100 Max – CZK 999,999	Min – CZK 300 Max – CZK 999,999	Unsuccessful verification payment – CZK 1.00
Payment card	Verification payment	Min – CZK 100 Max – CZK 500,000		

A fee is an agreed duty of the Participant to make a payment, which is charged as part of a payment initiated by the client and is, as a result, deducted from the original value of the requested transaction. For example, if the fee for an initiated transaction amounts to 5%, the payment amounts to CZK 200.00, the fee is equal to CZK 10.00, and the sum credited to the client amounts to CZK 190.00.

An unsuccessful verification payment is a payment that does not allow the successful verification of the Participant as the holder of the payment account.

Based on an agreement between the Operator and the Participant, the Operator is under no obligation to refund verification payments in the amount of CZK 10.00 (inclusive), which due to a fault on the part of the Participant fail to verify the Participant as the owner or holder of the payment means, due to the cost associated with refunding the funds to the payment means from which they were remitted. The Participant unconditionally agrees to the foregoing in the framework of his/her registration for participation in gambling.

Unsuccessful verification payments in the amount of CZK 11.00 or higher will be refunded to the employed payment means within 30 days.

- 12. The Operator may close a specific User Account in a discretionary manner in cases where a gross violation of these GBC and the Game Plan, which include, without limitation, the following, has been demonstrated:
 - a. a link between individual Participants taking part in gambling or between their User Accounts.
 - b. a single person with access to multiple User Accounts,
 - c. multiple persons with access to a single User Account,
 - d. sign-in data made public or disclosed to another person,
 - **e.** interfering with the game or the Operator's registration or payment system.

Article IV.

Bonus Program

- 1. Every registered Participant is eligible to become a member of the Operator's Bonus Program. The Participant becomes a member of the Bonus Program based on his/her Registration for participation in the technical game.
- 2. The Operator has the right to add, remove, or change at any time any game and/or bonus offer in the framework of the Bonus Program.
- 3. The Operator reserves the right to terminate the membership of any Participant in the Bonus Program. There exists no legal entitlement to membership in the Bonus Program as per this article.
- 4. The detailed rules of the Bonus Program can be found online at www.magicplanet.cz, including the types of bonuses, conditions for receiving bonuses, duties of Participants and the Operator, etc.

Bonus type	Bonus award conditions	Additional conditions	
Registration	Registration	Awarded automatically	
Deposit	Deposit (for example, min. CZK 200.00) and placement of Bets (for example, multiple of 15).	The Bonus must be activated via the Application, https://www.magicplanet.cz/bonuses	

Promo code	Deposit (for example, min. CZK 200.00) and entering the PROMO code	The Bonus must be activated via the Application, https://www.magicplanet.cz/bonuses
Tournament	Registration	The client must register for every Tournament through the Application.

The table contains only basic types of bonuses and serves for information purposes only. The bonus types are provided by the Operator on a standard basis, and the current offer of bonuses may differ from the bonuses listed in the table.

All of the bonuses apply only to Participants who have successfully completed the Registration process and have been assigned a User Account, as opposed to persons who only have a temporary user account.

Article V.

Personal Data Protection

- The processing of the personal data of Participants (particularly identification data, contact
 information, and data relating to participation in gambling) is required for Registration and for
 participation in gambling operated by the Operator. The Operator processes the
 aforementioned data in accordance with laws pertaining to personal data protection and in
 accordance with the Operator's duties arising under the Gambling Act and the AML Act to the
 extent required for the operation of gambling.
- 2. In case that the Participant fails to provide the Operator with his/her personal data during the Registration process in accordance with the requirements, the Participant is prohibited from taking part in gambling operated by the Operator in accordance with the AML Act, the Gambling Act, and the applicable Game Plans. The Participant, however, has the right to refuse to grant consent to processing personal data that are not necessary for participating in gambling pursuant to the Personal Data Protection Policy.
- 3. The Participant acknowledges that the AML Act requires the Operator to process his/her personal data (identification within the meaning of the AML Act) and to carry out verification of suspicious transactions within the meaning of the AML Act, for which the Participant must provide necessary assistance, including, without limitation, provide the facts and information required under the AML Act. The Participant must inform the Operator of any and all changes in data thereby stated in the framework of the client identification process in accordance with the AML Act, without unnecessary delay after such a change in data or facts takes place.
- 4. The Participant acknowledges that additional personal data collected from him/her by the Operator in the framework of the Registration process are required due the necessity thereof for the performance of the Agreement.
- 5. Additional information on personal data processing is provided in the Personal Data Protection Policy, which is available at www.magicplanet.cz as well as in all of the Operator's establishments.

Article VI.

Closing Provisions

- 1. In cases not covered by the applicable Game Plan or the GBC, the legal arrangement between the Operator and the Participant is subject to the law of the Czech Republic, particularly Act No. 186/2016 Coll., the Gambling Act, and Act No. 89/2012 Coll., the Civil Code.
- 2. Where applicable, the Operator has the right to make a discretionary decision regarding a situation not covered by the applicable Game Plan, these GBC, or the law of the Czech Republic, whereupon the Participant must observe the Operator's decision.
- 3. The Operator reserves the right to amend these GBC at any time. An amendment enters into force in regard to Participants upon being made public or as of a date specified by the Operator. Where applicable, the Operator publishes amendments as per the foregoing in advance using a suitable method. By making a contribution to a game, placing a Bet, or depositing funds to his/her User Account following an amendment to the GBC, the Participant is deemed to consent to the amended text of the GBC.
- 4. Any and all notices referred to in the GBC, including notice of termination and notice of rescission of the Agreement, may be delivered to the Participant in paper form by registered mail or in electronic form at the Participant's e-mail address thereby provided during Registration or at a different e-mail address subsequently specified by the Participant. If the Operator does not have the e-mail address of a specific Participant available, the Operator has the right to send any and all notices, including notice of termination and notice of rescission of the Agreement, to the Participant by means of an SMS message sent to the Participant's last known telephone number registered by the Participant with the Operator.
- 5. Any and all mail and notices sent and served in accordance with the GBC are deemed delivered by the holder of a postal license on the third day of being handed over to the Post Office and, in the case of delivery by electronic means, on the day on which the relevant e-mail message is sent to the recipient's e-mail address.
- 6. If the Participant disagrees with the outcome of a complaint filed with the Operator in accordance with the relevant Game Plan, the Participant has the right to submit the matter for out-of-court settlement in accordance with Act No. 634/1992 Coll., the Consumer Protection Act, as in effect. Out-of-court settlement of disputes can be initiated based on the Participant's application filed with the Czech Trade Inspection. Detailed information can be found online at www.coi.cz.
- 7. In the event of the Participant's death, the Operator will allow the balance on the User Account to be paid out to the executor or to a notary public, following the submission of the relevant documents. The Operator bears no liability for acts performed by government authorities, notaries public, and executors.
- 8. The present General Business Conditions enters into effect and into force on 1 August 2022.