

TIPSLY SERVICE REGULATIONS

INTRODUCTION

Welcome to the website tipsly.com which aims to provide users with sports betting advice, in particular through sports forecasts and analysis.

PREAMBLE

Users may be natural persons possessing full capacity to conclude and perform this agreement. By accepting these regulations and creating a profile (account), the user declares that he / she is over 18 years of age and meets the above-mentioned requirements, and undertakes to use the services of the Service only for personal and recreational purposes whereby any commercial use is prohibited. GAMBLING IS STRICTLY PROHIBITED FOR MINORS.

§ 1.

- 1) **Regulations** - these regulations covering a set of rules for using the Service and the rights and obligations of Users and the Operator, constituting the regulations for the provision of services electronically.
- 2) **Service** – tipsly.com website run by the Operator;
- 3) **Mobile Application** - software enabling the use of the Service and access to services of the Service, intended for portable devices, such as tablets, mobile phones, smartphones and palmtops, equipped with appropriate operating systems.
- 4) **Operator** - Weboost Spółka z ograniczoną odpowiedzialnością with registered office in Gdańsk (80-309), Aleja Grunwaldzka 415, KRS [National Court Register] number 0000574940, NIP [Tax Identification Number] 5833185345, REGON [National Business Registry Number] 36247570200000.
- 5) **User** - any person who will use any functionality of the Service, in particular by receiving or sending any electronic data, including also VIP User.
- 6) **VIP User** – User with a purchased subscription.
- 7) **Account** – An account maintained in the Service through which the VIP User can use the services offered by the Service.
- 8) **Force majeure** – an unforeseeable, irresistible event, independent of the parties to the contract and which may prevent the performance of the contract, temporarily or permanently. This happens particularly in the case of suspension of national and international sports competitions.
- 9) **Parties** – Operator and User.

§ 2.

1. The aim of the Regulations is to define the conditions applicable to the services developed and provided by the Service.
2. The provisions of the Regulations apply equally to the use of the Service in the Mobile Application.

§ 3.

1. The Regulations will be subject to changes in order to take into account changes in the conditions of services offered by the Service, including if these changes are caused by legal requirements.
2. The Parties expressly decide that any future changes to the Regulations will be automatically enforceable against the User, provided that User is notified of them in any manner whatsoever.

§ 4.

1. The Regulations apply to every User.
2. The User may terminate the contract with the Operator on the terms specified in the Regulations.

3. By registering, the User waives the right to withdraw from the service within 14 days, provided that the User submits the appropriate declaration during the registration process.
4. In accordance with the Regulations, costs may be charged to the User related to the use of services of the Service.
5. Violation of the Regulations may constitute the basis for compensatory liability.

§ 5.

1. The Service runs an information platform specializing in sports events advice. The Service offers predictions and picks on sports events.
2. The User may, at their discretion, use either free and general services or paid and personalized services by purchasing a subscription.
3. Registration without purchasing a subscription allows the User to:
 - 1) joining the community of Service members;
 - 2) access to tips provided for the scope of free services;
 - 3) access to settled picks
4. Purchasing a subscription also provides:
 - 1) access to at least 60 picks per month;
 - 2) access to live picks for the biggest sporting events;
 - 3) access to other tools available for Users in the Service;
5. The rights granted to the User under the Regulations are non-transferable.
6. The User is obliged to equip himself/herself, at his/her own expense and under his/her sole responsibility, with the technical means necessary to use services of the Service, in particular a computer and/or mobile device and Internet access. If this involves costs for the User, he/she will not be able to claim reimbursement from the Service.
7. The User is instructed about the technical threats inherent in the Internet and the resulting interruptions in access to the Service, for which the Service is not responsible.
8. The Service cannot guarantee full and permanent availability and functionality of its services, because their use requires remote execution via the Internet.
9. In the course of registering an Account, the User must provide the amount of personal data specified in the Regulations. This information must be provided truthfully, complete and accurate and must be updated regularly.

The Service should be notified of any changes as soon as possible. All information regarding personal data, including the scope of their processing, administrator's data, is available here: contact@weboost.pl. The User is obliged to familiarize himself/herself with the information regarding personal data before providing his/her personal data and confirming the registration.
10. In order to gain access to the basic services of the Service, the User must first create the Account, providing the accurate e-mail address to which the Service will be able to send legal or service-related notifications, and setting a personal and confidential password consisting of at least 8 characters selected by the User.
11. The User must also choose a login or User name, the choice of which is free, whereby the Service reserves the right to limit them, in particular in the event of conflict with public order and good customs.
12. The user is responsible for maintaining confidentiality and correct use of his/her e-mail address, login and password.
13. In the event of loss or unauthorized use of connection data, the User must immediately inform the Service by e-mail to the following address: contact@weboost.pl, and, where appropriate, comply with the security control measures necessary to restore the User's access to his/her Account.
14. In order to finalize the creation of his/ her Account, the User must read and accept the Regulations.

15. The User may only create one Account.

§ 6.

1. User must perform additional steps to purchase subscription.
2. The cost and duration of subscription plans may vary depending on the offer.
3. The User selects a subscription plan by clicking on it and is then redirected to the subscription page to complete the payment.
4. The subscription agreement (subscription purchase) is considered concluded when the User gains access to their VIP area and its associated features. Therefore, the execution of the agreement will begin with the VIP User first login.
5. The subscription is automatically renewed periodically (according to billing periods).

§ 7.

1. The VIP User may receive periodic free access to the Service on subscription rules (this period will correspond to the subscription period that the VIP User has applied in the billing period preceding the entry into force of the periodic free access), if, after elapse of the billing period of the active subscription, the number of units (the unit is the suggested bet amount by the tipster) will be negative, whereby the VIP User will be notified of granting periodic free access within 24 hours from the expiry of the settlement period. If periodic free access is not granted, § 6 section 5 applies.

2. If the VIP User obtains a non-negative result (Profit), then they will not receive periodic free access to the Service, whereby the Profit is the units won minus the units wagered.

3. Only coupons added by the Service and settled in a given subscription settlement period are taken into account for the calculation of the Profit, unless one of the picks on the coupon is subject to settling after the end of the settlement period, but then it must take place within 12 hours after the end of the settlement period.

4. Periodic free access can only be obtained if a negative result is obtained in the first subscription billing period after registration of the Account, whereby it must be for a maximum of one month. It is not possible to obtain free access for a period longer than one month.

*Example: a prediction has appeared on the platform with odds of 2.0, next to the pick there is information $2j$ = the suggested amount for this pick is 2 units. If the pick is turned successful, the profit from such a bet is $2j (2j * 2.0 - 2j)$.*

§ 8.

1. The Service reserves the right to carry out maintenance and development activities for the Service.
2. These activities may likely cause temporary unavailability of services of the Service.
3. Otherwise, or in the event of unavailability lasting longer than 8 consecutive hours, the Service will inform the VIP User at least 48 hours before discontinuing access to the Service or some functionalities.
4. Technical support is provided by means of contact@weboost.pl
5. The Service undertakes to respond to the VIP User within 48 hours.

§ 9.

1. The subscription purchase agreement is concluded for an indefinite period, until the agreement is terminated by one of the parties under the terms provided for in the Regulations.
2. The Service may offer subscription plans with different billing periods depending on the subscription offer.
3. The billing period is indicated in the very offer of a given subscription, and the VIP User clicks directly on the formula of his/her choice in order to confirm its purchase.
4. Then, the VIP User will have access to the details of the offer, and therefore, to accurate information related to the billing period and the amount booked directly on User profile (Account).

5. The VIP User may terminate the contract at any time by clicking the unsubscribe button on his/her Account from a computer or mobile version level (this function is not available in the Mobile Application).
6. The VIP User must confirm his/her intention to resign by providing his/her password. He/she will then receive an email confirming that his/her resignation from the subscription has been taken into account.
7. A VIP user who resigns from subscription will continue to have access to the service until the end of the billing period of the purchased subscription.
8. For the termination to become effective at the end of the billing period in which it has occurred, it must be reported at the latest the day before the end of that period.
9. The Service (Operator) may terminate the contract by submitting an appropriate declaration to the VIP User via e-mail. Section 7 and 8 shall apply accordingly.

10. The Service (Operator) reserves the right to terminate the contract, remove the Account and/or suspend the VIP User's access without prior notice or notice in the following cases:
 - 1) The VIP User does not comply with the contract (Regulations) or the specific conditions of his/her subscription;
 - 2) in the event of a complaint to the relevant public authority in this matter;
 - 3) the VIP user has not connected to his/her Account for more than 6 months;
 - 4) occurrence of Force Majeure that definitively prevents the performance of the contract.

11. Payments are made via the Stripe payment platform, the operating principles of which are described on the website www.stripe.com.
12. The VIP User undertakes to pay for the subscription purchased in due time, by direct debit. VIP User will thereby be responsible for funding the dedicated account. Failure to pay results in failure to purchase the subscription and loss of access to premium sections of the Service.

§ 10.

1. The User undertakes to:
 - 1) comply with the terms of the agreement (Regulations) and any other terms related to it, including subscription terms;
 - 2) refrain from duplicating, copying or publishing sports predictions established and communicated by the Service;
 - 3) provide true data and update them;
 - 4) not use the login and password belonging to other User;
 - 5) comply with all instructions issued by a duly authorized representative of the Service;
 - 6) use the services of the Service in accordance with their intended purpose.

2. In connection with the use of the Service, the User may not:
 - 1) Use the services of the Service in order to conduct surveys, contests or other similar operations or send chain letters, e-mails, spam or any unsolicited advertising or promotional materials, both for commercial and non-commercial purposes;
 - 2) Abuse, harass, threaten, make defamatory, obscene, racist remarks or violate the rights of others (in particular privacy and advertising rights), directly or through own publications;

3) send, publish, disseminate any information:

- a) in relation to which the described action is illegal, contrary to good customs or contrary to applicable legal regulations or would encourage such type of actions;
- b) concerning the transfer of personal data of another person;
- c) misleading;
- d) in relation to which the described action would probably allow the Service (Operator) to be held legally, financially or otherwise liable;

4) lead to the transfer to the Service of files containing viruses, Trojan horses or other software or code that is harmful to devices, property of other persons, etc.;

5) falsify or remove the author's identification marks, legal notices, titles of ownership or marks indicating the origin of the software or any other elements contained in the file downloaded from the Service;

6) restrict or prevent another User from using the Service;

7) violate applicable law or any intellectual property rights belonging to a third party;

8) attempt to mislead other Users or the Service (Operator), for example by creating a false identity or stealing the forename and surname of other person;

§ 11.

1. The Service does not guarantee the accuracy, completeness, or timeliness of the content published in the Service and cannot be held liable for any harmful effects on the User resulting from this.

2. In particular, if the information provided comes from an external source, the Service may not be held liable for any changes in the content from this source. This applies in particular to picks regarding the odds applicable on online bookmaker websites, which may change without notice to the Service.

3. The Service is not liable for any losses or damages incurred by the User as a result of:

- 1) using the Service or other websites to which links lead located in the Service;
- 2) goods or services that may have been provided to the User by a third party via the Service;
- 3) Any interruption in the functioning of the Service.

4. The Service is not liable to the Users for their direct or indirect losses related to the use of the Service, in particular predictions (picks).

5. The picks and predictions published in the Service do not constitute in any way an encouragement to place bets online, but only advice.

6. The User acknowledges that the exclusions and limitations of liability provided for in the Regulations apply regardless of the nature of the damage, loss, cost, expense or action and regardless of the basis of such action and the nature of the liability claimed.

§ 12.

1. As part of the services offered by the Service, the VIP User may be required to use other software and applications or visit other websites, including online bookmaker websites being subject to specific regulations (in particular prohibited for minors).

2. The Service may make certain software available to its VIP Users in order to improve the use of the services, enabling them to be downloaded directly from the Service.

3. The VIP User is advised that third-party software, applications and websites are excluded from the scope of services offered by the Service, and therefore the Service (Operator) is not responsible for this software, applications and other websites.

4. The VIP User is advised about online bookmaker websites which, where applicable, may impose specific rules related to age (adulthood required) and his/her country of residence.

§ 13.

1. The Service (Operator) is not responsible for the consequences of the User's use of the Service, in particular for his/her or another User's participation on home pages, game websites, discussion forums, public or individual discussion spaces or any other interactive service.

2. All content and exchanges posted online by Users in the Service are stored on servers.

3. The Service reserves the right to disclose at any time any information or exchanges of opinions taking place in any discussion area of the Service, in order to comply with applicable regulations or at the request of the competent authority.

§ 14.

1. The User acknowledges and accepts that the Service may assign and transfer the rights and obligations arising from the Regulations to a third party at any time; this third party may therefore assume the duties and responsibilities set out in the Regulations, of which the User will be notified in due time.

2. In the event of occurrence of a Force Majeure event and a temporary disruption in the implementing provision of services, the Service may decide to temporarily suspend its services and current subscriptions.

3. The Regulations enter into force on 01.09.2024.