

# THE TERMS AND CONDITIONS OF GAPA GROUP A.S. - TEMPORARY REGISTRATION OF PLAYERS AND MAINTENANCE OF A TEMPORARY USER ACCOUNT

## DEFINITION

\* Player - a natural person who uses the services of GAPA GROUP, a.s. on the basis of the Temporary Registration

\* Temporary registration - a natural person who is according to Act No. 186/2016, \* Temporary registration - a natural person who is according to Act No. 186/2016 on Gambling, as amended (hereinafter "ZHH") eligible to participate in gambling, will establish the company GAPA GROUP, a.s. in accordance with the provisions of §77 ZHH, Temporary user account.

\* Temporary user account - A temporary user account will be established by GAPA GROUP, a.s. for Players after completing the Temporary Registration. A temporary user account can be active for a maximum of 30 days. During the time when the Temporary User Account is active, the total deposit may not exceed the amount of CZK 3,000, not even in the sum of individual deposits. Deposits or winnings cannot be withdrawn from a Temporary User Account. If the Player is fully registered, the Operator is obliged to transfer the registered funds or game funds from his Temporary User Account to his User Account. If the Player is not fully registered, the operator is obliged to return the unused deposit no later than 7 days from the date of cancellation of his temporary user account.

\* GAPA GROUP a.s. - business company with its registered office at Ovocný trh 572/11, postal code 110 00, Prague 1, Czech Republic, IČ: 275 36 611, entered in the Commercial Register kept by the Municipal Court in Prague, section B, file number 17771, e-mail: info @ gapagroup.cz (hereinafter referred to as "GAPA GROUP, as" or "operator").

## COMPETENCY

1. The player is entitled to participate in gambling operated by GAPA GROUP, a.s. on the basis of valid permits issued by the Ministry of Finance, all in accordance with legal regulations, game plans and business conditions.
2. A player is any natural person who:
  1. has reached the age of 18 and has been verified,
  2. completes the Temporary Registration with GAPA GROUP, a.s.,
  3. agrees with the business conditions of GAPA GROUP a.s.
  4. is exclusively resident in the Czech Republic.
3. A player who participates in games of chance operated by GAPA GROUP, a.s. via the Internet, in the registration form of GAPA GROUP, a.s. fill in the mandatory identification data and choose the initial login data that will be used to participate in online gambling. To place a bet within online gambling, the Player logs on to the website [www.herna.gapagroup.cz](http://www.herna.gapagroup.cz) or via the application under the chosen login name and password. The bet is closed at the time of recording on the central computer of GAPA GROUP a.s. The acceptance or rejection of a bet by GAPA GROUP a.s. The Player is informed on the website of GAPA GROUP a.s.
4. GAPA GROUP, a.s. is obliged according to valid legal regulations to identify the Player at operating sites and on the Internet. If the Player refuses to provide his identification data in cases stipulated by Act No. 253/2008 Coll., On Certain Measures against the Legalization of Proceeds from Crime and Terrorist Financing, as amended, GAPA GROUP, a.s. entitled to proceed in accordance with Section 15 of the Act and to refuse to carry out a trade or establish a business relationship (ie to accept a bet, pay out a prize or make a Temporary Registration of a Player).
5. A temporary user account on the Internet may be GAPA GROUP, a.s. established only for an adult, for which the residence in the territory of the Czech Republic can be verified in the register of persons.
6. Deposited funds or paid out winnings cannot be withdrawn from a temporary User Account. In the event that all conditions for full registration pursuant to Act No. 186/2016 Coll., On Gambling, as

amended, are met, the company GAPA GROUP, a.s. transfers the funds registered in the Temporary User Account to the Permanent User Account. A temporary user account can be active for up to 30 days.

7. If the Player is not fully registered, his Temporary User Account will be canceled and he will be prevented from participating in online gambling. At the same time, GAPA GROUP, a.s. is obliged to return the unused deposit to the Player no later than 7 days from the date of cancellation of his Temporary User Account, if GAPA GROUP, a.s. does not have information on the bank account of which the Player would be the owner, to which unused deposits could be sent, and at the same time the Player does not provide information on such a means of payment, the company GAPA GROUP, a.s. is obliged to ask the Player to provide the number of the bank account of which he is the owner, to which the undrawn deposits can be remitted, when GAPA GROUP, a.s. is obliged to send unused deposits by postal order no later than the 7th day, when the price of the postal order can be deducted from the unused deposits.
8. After the expiration of the maximum duration of the Temporary User Account, the original registration can no longer be completed and the Player is obliged to go through the entire registration process again.
9. For the granted consent to the business conditions and game plans of the company GAPA GROUP a.s. Consent is granted by ticking the box "I have read..." on the online registration form. After granting consent and completing the Temporary Registration, the Player is entitled to use the services of GAPA GROUP, a.s. A Player may have only one cash account registered, which is registered in the Player's name. Funds from the Player's winnings and deposits (the total deposit to the Temporary User Account may not exceed CZK 3,000) are credited to the Temporary User Account or User Account and deposits for bets and other fees are deducted from it.
10. Winnings made by the Player when betting at GAPA GROUP a.s. are automatically credited to his Temporary User Account or User Account. The player has the opportunity to use the money thus won for further bets.
11. The costs of using all means of communication at a distance shall be borne by the Player. GAPA GROUP a.s. is not liable to Players or third parties for damages resulting from non-performance or late execution of operations, if it is caused by failure of communication networks, incorrect operation of the website or other technical problems that do not originate on the part of GAPA GROUP, a.s. GAPA GROUP a.s. shall not be liable for damages or losses that arise directly or indirectly due to accidental or intentional damage to the website or its content by misuse of the site content by the Player or a third party. GAPA GROUP a.s. is not liable for damages incurred by the Player or a third party due to incorrect interpretation of the website or errors in its content.
12. By completing the Temporary Registration, the player gives GAPA GROUP a.s. consent to the processing of voluntarily provided personal data obtained about him in accordance with Act No. 110/2019 Coll. on the processing of personal data. The data will be processed for the purposes stated in these terms and conditions and the relevant game plans, to create a database of Players for the possibility of sending various company information and for processing company statistics. Furthermore, the Player agrees to provide his personal data to other entities whose services GAPA GROUP, a.s. used for the purpose of operating gambling.
13. The processing time of personal data is governed by the current applicable legislation, in particular ZHH and the AML Act.
14. The player has the right to access his personal data, as well as the right in case of breach of obligations of GAPA GROUP a.s. in the field of personal data protection:
  1. Contact the Office for Personal Data Protection to take remedial action,
  2. Require GAPA GROUP a.s. refrain from such conduct or eliminate the situation that has arisen,
  3. Require GAPA GROUP a.s. correct or supplement personal data so that they are true and accurate,
  4. Require personal data to be blocked or destroyed,

5. Demand payment of monetary compensation if this violates his right to human dignity, personal honor, reputation or the right to protection of the name.
15. Complaints from participation in a betting game operated by GAPA GROUP, a.s. are submitted in writing to the email address reklamace@gapagroup.cz or by sending to the address of GAPA GROUP, as, Ovocný trh 572/11, 110 00 Prague 1, IČ: 275 36 611. The player is entitled to file a complaint within 6 months from the date when the fact he is complaining about occurred. After this period, the claim will no longer be enforceable. GAPA GROUP a.s. is obliged to decide on the complaint within 30 days from the day when she received the complaint. If the assessment of the complaint depends on the information to be published after delivery of the complaint, the period of 30 days from the date of publication of such information runs.
16. GAPA GROUP a.s. reserves the right to change the terms and conditions at any time, and these changes are binding on the Player. The changes are effective upon publication on the website of GAPA GROUP a.s., unless GAPA GROUP, a.s. the later effectiveness of these changes.
17. GAPA GROUP, a.s. is entitled to cancel the participation of any Player in operated gambling in the event that the latter has violated these terms and conditions, the game plan or other generally applicable legislation relating to betting, or has provided false information in the Temporary Registration Form.
18. GAPA GROUP, a.s. reserves the right to exclude from participation in gambling a person against whom the Czech Republic applies international sanctions pursuant to Act No. 69/2006 Coll. on the implementation of international sanctions. If such a person requests to participate in gambling operated by GAPA GROUP, a.s., he is obliged to contact GAPA GROUP, a.s. in writing. with a request to allow gambling. The affected person is obliged to send the application to the address of GAPA GROUP, a.s., Ovocný trh 572/11, PSC11000, Prague 1, Czech Republic or to send it via e-mail to info@gapagroup.cz. GAPA GROUP, a.s. will evaluate this application in accordance with Act No. 253/2008 Coll., on Certain Measures against the Legalization of Proceeds from Crime and Terrorist Financing, as amended, and subsequently notify the applicant whether he will be allowed to participate or reject the application.
19. GAPA GROUP, a.s. is entitled to temporarily block the Player's participation in the gambling operated in the event that he has a reasonable suspicion of unauthorized manipulation of funds in the Temporary User Account or User Account. Any unblocking will be done only after the suspicion has been investigated.
20. GAPA GROUP, a.s. is entitled to block or cancel funds that have been credited to the Temporary User Account or User Account unjustifiably, ie in violation of the law, the game plan, business conditions, without a legal reason or the company GAPA GROUP, a.s. reasonable suspicion that the funds are from a rigged match.
21. GAPA GROUP a.s. is committing
  1. Process the Player's bets in accordance with the game plan,
  2. record the Player's funds on the I-account,
  3. charge fees in accordance with the current price list,
  4. fulfill other obligations based on valid permits, game plans, business conditions and legal regulations.
22. The player undertakes to comply with the terms and conditions, the game plan and legal regulations, in particular not to allow betting by persons under the age of 18, and to inform GAPA GROUP a.s. on changes in all facts important for the performance of the company GAPA GROUP a.s.
23. The player is obliged to provide GAPA GROUP a.s. necessary cooperation.
24. Legal relations not regulated by this contract are governed by the Civil Code and Act No. 186/2016 Coll., As amended. In cases which are not remembered in these terms and conditions and which are not regulated by law or the game plan, the decision of GAPA GROUP a.s. is binding.
25. The player declares:
  1. That he has read the content of the terms and conditions and the game plan,
  2. that he has reached the age of 18,
  3. meets the conditions for concluding a Temporary Registration,
  4. is not an employee of GAPA GROUP a.s.
5. that the cash account from which deposits and withdrawals will be made to the Temporary User Account or User Account is registered in his name.
26. State supervision over the operation of gambling companies of GAPA GROUP a.s. is determined in accordance with current legislation.
27. If the Player is not satisfied with the manner of handling the complaint, in accordance with the applicable legislation in the field of consumer protection (especially Act No. 634/1992 Coll., On consumer protection, as amended), he also has the right to out-of-court settlement of disputes. at the proposal of the Player submitted to the entity subject to out-of-court settlement of consumer disputes in the area of the Service Agreement, which is the Czech Trade Inspection Authority, established by Act No. 64/1986 Coll., on the Czech Trade Inspection Authority website: www.coi.cz.