

# **GENERAL TRADE TERMS OF SYNOT TIP, a.s. PARTNER PROGRAM**

## **1. Introductory provisions**

1.1. The operator of this program is the trading company SYNOT TIP, a.s., with its registered office in Uherské Hradiště, Jaktáře Land Registry No. 1475, postcode: 686 01, ID: 263 01 091, incorporated in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 3827 (hereinafter referred to as "SYNOT TIP" or "Operator").

1.2. Within this program, the partner is understood to mean a legal entity or natural person – entrepreneur (hereinafter referred to as "Partner") managing and operating one or more websites ("Partner Website"), which is interested in promoting the SYNOT TIP website in compliance with these General Trade Terms of the Partner Program (hereinafter referred to as "Terms").

1.3. The SYNOT TIP Partner Program (hereinafter referred to as "Partner Program") is available to all Partners approved by SYNOT TIP in accordance with paragraph 3.1 of these Terms.

1.4. The subject of this contractual relationship is to place links and other advertising media provided by SYNOT TIP on the Partner Website in order to establish advertising cooperation with the mutual benefit of the contracting parties to these Terms.

## **2. Subject of contractual relationship**

2.1. SYNOT TIP puts a selection of advertising media at the disposal of the Partner such as logos, banners, text links, courses, etc.

2.2. The Partner will enable users of its website to go directly to the SYNOT TIP website by placing one or more advertising media on the Partner Website. Using the assigned link codes, SYNOT TIP identifies customers who come through a link on the Partner Website.

2.3. SYNOT TIP is authorised to change, reduce or make available new advertising media at any time.

## **3. Course of contractual relationship**

3.1. The Partner must register by filling in and sending the form available at [partnerscz.synottip.com](http://partnerscz.synottip.com) in order to participate in the SYNOT TIP Partner Program. For the purposes of these Terms, the consent and confirmation of the form by the Partner shall be understood as the conclusion of the cooperation agreement with the Partner. The registration form must contain only truthful data. SYNOT TIP has the right to accept or reject an application without giving any reason. The Partner will be notified by email whether the application for registration for the Partner Program has been confirmed .

3.2. SYNOT TIP will monitor all transactions and activities of the customers brought by the Partner via the Partner Website and will produce regularly updated statistics for the Partner. These statistics will be accessible to the Partner upon login to the SYNOT TIP Partner Program site. The Customer is understood to mean for the purposes of these Terms a visitor to a Partner Website that registers for SYNOT TIP online betting after coming via the advertising media provided to the Partner and located on the Partner Website after registering for the Partner Program .

#### 4. Commission calculation

4.1 In the event that all essentials set in these Terms are met, the Partner is entitled to a commission of 25% to 50% of the net profit generated to SYNOT TIP by customers who have come from the Partner Website, opened an account on the SYNOT TIP website and made a bet for real money.

4.2 The commission amount is graduated to several levels depending on the net profit and the number of active clients in a given month. The commission amount is graduated as follows:

Net profit per month	Minimum number of active customers per month	Commission amount
up to CZK 20,000	less than 10	25%
from CZK 20,001 to 40,000	equal to or more than 10	30%
from CZK 40,001 to 70,000	equal to or more than 10	35%
from CZK 70,001 to 110,000	equal to or more than 10	40%
from CZK 110,001 to 160,000	equal to or more than 10	45%
more than CZK 160,000	equal to or more than 10	50%

In order to receive the applicable commission, both the condition of net profit per month and the condition of minimum number of active customers per month must be met. If the value of one of the terms corresponds to a lower commission value than the value of the other of the terms, the Partner is only entitled to the lower commission value.

Example: A monthly net profit realised from the customers brought by the Partner reaches CZK 50,000. There are 9 active customers. The Partner is entitled to a commission of 25%.

4.3 SYNOT TIP reserves the right to exclude the Partner at any time from the motivational program or set the commission to 25%.

4.4 The Partner shall not be entitled to a commission in the event of mere suspicion of SYNOT TIP that the customer brought by the Partner, for which the Partner should be entitled to a commission under these Terms, is connected to it in any way, is acting in concert with it or is in fact the Partner itself. In the case of such a fraud, the Partner is obligated to return the full commission paid so far within the Partner Program, if SYNOT TIP asks for it, within 10 days of sending such a call by email or other appropriate means. The Partner acknowledges that the above-described fraud can be qualified as a criminal offence or attempted crime if relevant facts of the case are fulfilled.

4.5 Payment of the commission is limited to 1 year from registration of the brought customer.

4.6 The Operator is entitled to change the rules for obtaining a commission as well as the amount of the commission itself at any time. The Operator is bound to subsequently inform the Partner about this change.

4.7 In the event that the Partner has agreed with SYNOT TIP on other terms regarding the amount or method of reimbursement of the commission, such an agreement takes precedence of the general rules set forth in these Terms.

4.8 The commission is calculated as a percentage share of the net profit from the customer that has registered on the SYNOT TIP website in accordance with paragraph 3.2 of these Terms. The customer net profit is understood to mean a customer-generated gross profit by SYNOT TIP after deducting (i) taxes, fees and other similar payments assessed by the applicable legal regulations, (ii) royalties, (iii)

marketing and administrative expenses, (iv) transaction expenses and (v) betting or deposit bonuses or other bonuses and/or other demonstrable expenses incurred by SYNOT TIP. The gross profit created by the customer equals the difference between the received deposits and the winnings paid. Cancelled bets or other incorrect transactions which are later corrected are also taken into account in the calculation of gross profit of the customer. Only bets closed and evaluated for internet odds betting, an internet technical game and an internet live game are included in the gross profit of the customer.

4.9 The commission of the partner who is not a registered tax payer in the Czech Republic is reduced by the amount of value added tax that must be paid in the Czech Republic. The current value of the value added tax is 21%. The commission calculation for these Partners equals the displayed commission divided by 1.21.

4.10 A commission to the Partner is recognised only from accounts registered through his/her partner code within 30 days after clicking the ad element. Cookies are valid for 30 days. If a player falls under another Partner's Cookie within 30 days of clicking on the ad, it cannot be registered under another Partner during that period.

## **5. Payment of advertising commissions**

5.1 The minimum amount to pay the advertising commission per calendar month is CZK 1,000 inclusive of VAT. In case of lower earnings, the amount will be transferred to the following month and the Partner may ask for a payment until his/her total commission exceeds CZK 1,000. The maximum limit is not set.

5.2 The commission will not be paid if the Partner fails to meet the requirements of Act No. 186/2016 Coll. on Gambling and of the Advertisements Regulation Act, as specified in point 7.21.

5.3 The Operator shall provide the Partner with access to the billing for the last calendar month after login to the Partner Program website ([partnerscz.synottip.com](http://partnerscz.synottip.com)).

5.4 The Partner will prepare an invoice where the minimum duration of the billing period is one calendar month and ask for the payment of his/her commission at any time at his/her own discretion by sending the invoice to [uctarna@synottip.cz](mailto:uctarna@synottip.cz) but only after the conditions in paragraphs 5.1 and 5.2 have been met. The due date of the tax document (invoice) is thirty (30) days from its demonstrable sending to SYNOT TIP. Commissions to be paid in the Partner Program are displayed to the Partner including value added tax if the Partner is a payer. If the Partner has any complaint about commissions and billing, he/she must notify SYNOT TIP by email not later than 8 days after the commission billing for a given month has been made available.

5.5 If all customers brought by the Partner generate a loss to SYNOT TIP for a given calendar month, a zero commission is considered for the purposes of calculating the total commission for this month. Negative commissions achieved in a given calendar month are not transferred to the next calendar month.

## **6. Rights and obligations of SYNOT TIP**

6.1 SYNOT TIP has the right to immediately terminate the cooperation with the Partner without the possibility of appeal if it suspects that the Partner uses links for any form of spam or promotes the SYNOT TIP service in a way that is inconsistent with these Terms.

6.2 All costs related to the creation of advertising media shall be covered by SYNOT TIP.

6.3 SYNOT TIP provides the Partner with its own link and advertising media.

6.4 SYNOT TIP reserves the right, in its sole discretion, to deny the Partner's participation in the Partner Program, in particular, not to accept him/her as a Partner or to exclude him/her at any time from the Partner Program and immediately terminate his/her contractual relationship in accordance with the procedure set forth in point 8.1.

6.5 SYNOT TIP records profits from the customers brought, calculates partner commissions realised through partner links and provides the Partner with regularly updated performance statistics of his/her campaigns.

## **7. Rights and obligations of the Partner**

7.1 The Partner declares that the information provided to SYNOT TIP in the online application is true and complete. If any information changes, the Partner is bound to immediately update this information.

7.2 The Partner declares that the Partner Website is operated in his/her own name and has the right to fully dispose of this site.

7.3 The Partner pays all the costs associated with the implementation of advertising media on the Partner Website and the costs related to the display of the advertising media.

7.4 The Partner may only use the graphics and materials generated in the SYNOT TIP Partner Program and may not modify these advertising media in any way.

7.5 The Partner bears the sole responsibility for development, operation, maintenance and content of the Partner Website. The Partner is responsible for ensuring that the content of the site is not offensive, abusive or illegal. In such cases, SYNOT TIP disclaims any liability. The Partner is also obliged to indemnify SYNOT TIP for all claims, damages and expenses (including unlimited legal costs) arising or incurring directly or indirectly from the development, operation, maintenance and content of the Partner Website.

7.6 The SYNOT TIP Partner Program is intended only for the participation of registered and approved Partners and Partner Websites. The Partner must not open partner accounts on behalf of other participants. Opening a partner account for a third party, mediating a partner account or transferring an account is not accepted.

7.7 The Partner must not open more than one partner account without the prior written consent of SYNOT TIP. Within one partner account, the Partner can use and manage multiple Partner Websites. Also, the Partner may not obtain a commission on his/her own player account (player's user account) or player account of a person who is with the Partner in any relationship.

7.8 In the event of misuse of these Terms of the Partner Program by the Partner, even in the attempt phase, in particular in the case of Partner's attempt to obtain an unauthorised commission or in the case of SYNOT TIP suspicion of any unfair or fraudulent conduct of the Partner, which is understood as including also an unfair or fraudulent conduct of the brought customer connected with him/her or concordantly acting, SYNOT TIP is entitled to immediately terminate the contractual cooperation with the Partner, and the Partner's right to the payment of any due and undue commissions lapses and the

Partner is obligated to return to SYNOT TIP the full commission paid so far within the Partner Program, if SYNOT TIP asks for it, within 10 days of sending such a call by email or other appropriate means.

7.9 The Partner is not authorised to present the Partner Website in such a way that there may be a risk of confusion with the SYNOT TIP website or an impression that the Partner Website is a site operated by SYNOT TIP.

7.10 The Partner undertakes that the Partner Website will not be established solely for advertising purposes but will also have its content.

7.11 The Partner may not use a domain or subdomain that could be confused with the SYNOT TIP domains.

7.12 The Partner acknowledges that SYNOT TIP may enter into contracts with other Partners under the same or different terms from those provided to the Partner at any time.

7.13 The Partner must under no circumstances act in a manner that could compromise the integrity of SYNOT TIP.

7.14 The Partner is bound to keep his/her user name and password confidential.

7.15 The Partner will use all advertising media provided within this program in accordance with these Terms and will not provide them to any third party.

7.16 Any visit that has not come from the Partner's proper advertising space (banner, text link, widget, etc.) and probably may have been redirected automatically will not be recognised as an inbound visit leading to a recognised conversion. This action is considered unfair and may lead to the termination of cooperation with the Partner.

7.17 The Partner may not use any media to artificially increase the number of views, clicks, or to obtain cookies, including manual methods.

7.18 The Partner may not embed any SYNOT TIP pages into an iframe.

7.19 The Partner may not participate in pay-per-click programs (e.g. Sklik, AdWords).

7.20 When sending out the affiliate emails, the Partner undertakes to observe the following email communication rules:

The subscriber must be free to unsubscribe from the newsletter at any time.

The SYNOT TIP name may not appear in the name and email address of the sender.

All addresses from the database must be allowed to receive news from the Partner – the Partner may not send spams. When granting approval to the sending of commercial communications, the Partner must warn the addressee that emails may contain third-party marketing communications.

The Partner is obligated to use only such e-mail addresses whose owners are over 18 years of age.

The email must not contain untrue or misleading information.

The email must not contain malicious software or attachments.

The email must contain visible information that this is not a standard communication of SYNOT TIP.

The Partner may only use graphics and materials obtained from the SYNOT TIP Partner Program and may not modify these advertising media in any way.

The Partner is not authorised to present the Partner Website (or email communication) in such a way that there may be a risk of confusion with the SYNOT TIP website or an impression that the Partner Website is a site operated by SYNOT TIP.

The Partner will use all the advertising media provided within this Program in accordance with these Terms and will not provide them to any third party.

Under no circumstances may the Partner act in a way that could compromise the integrity of SYNOT TIP or otherwise harm SYNOT TIP.

In the event of violation of any of the above rules, SYNOT TIP reserves the right to terminate the cooperation without the right to a commission.

7.21 The Partner is obligated to respect the method of calculating his/her commission and its amount assessed by SYNOT TIP by the procedure according to point 4 of these Terms.

7.22 The Partner may only place banners containing the notice of the Ministry of Finance on his/her website. The absence of these elements, their poor visibility on the web, or the use of old banners that do not meet the legislative requirements will be considered a gross violation of these Terms according to Section 5j of Act No. 40/1995 Coll. on Advertising Regulation, as amended.

## **8. Validity and termination**

8.1 The Partner Program represents the contractual relationship between SYNOT TIP and the Partner that is based on the procedure set forth in point 3.1 of these Terms which are binding on each participant of this contractual relationship and with which the Partner expresses his/her consent by registering in the Partner Program. The Partner Program is concluded for an indefinite period as a contractual relationship and each participant is entitled to terminate it at any time:

- by written notice of withdrawal if one of the contracting parties substantially violates its provisions; a substantial violation of this Agreement on the part of the Partner shall in particular be deemed a situation where the Partner proceeds in contravention of these Terms;
- by immediate written notice of termination by Synot Tip without giving any reason and written notice of termination by the Partner with a notice period of one month without giving any reason. The notice period begins to run on the day following the date on which the notice was delivered to the other party.

8.2 Any termination of the Partner Program does not release the participants of this contractual relationship from their duty to honour their obligations under these Terms, in particular as regards the contingent obligation of the Partner to return to SYNOT TIP the paid commission, to which the Partner's right under these Terms has lapsed.

8.3 Upon termination of the Partner Program, the Partner is bound to forthwith remove all SYNOT TIP advertising media from his/her website, within one week after the end of the Partner Program at the latest. If the Partner fails to meet this obligation, SYNOT TIP is entitled to claim a contractual penalty of 10 times the amount of all paid commissions to the Partner so far. The contractual penalty will be paid by the Partner on the basis of an invoice issued by the Operator. The invoice is due within 30 days from its delivery to the Operator.

## **9. Warranties and consequences**

9.1 All notices, withdrawals and other notices between the Parties relating to these Terms or to be made under these Terms shall be made in writing and delivered to the relevant Party either via data boxes, in person, to an electronic address (e-mail), by registered letter or by courier service, unless otherwise agreed or agreed in writing between the parties.

9.2. Notifications sent by registered letter, e-mail or courier service are deemed to have been received on the third (3) day after they are demonstrably sent. Notifications sent via the data box are deemed to have been delivered upon receipt of the notification of successful delivery of the notification to the relevant contractor.

## **10. Limitation of liability**

10.1 SYNOT TIP shall not be liable for any indirect, extraordinary or consequential damages (or any loss of earnings, profits or data) incurred in connection with this arrangement of the Partner Program.

10.2 The aggregate liability of SYNOT TIP arising from this arrangement and the Partner Program shall not exceed, according to this arrangement, the total amount of advertising commission paid or payable.

10.3 Any liability arising out of this arrangement should be satisfied by advertising commissions and is limited to direct damages.

## **11. Final provisions**

11.1 SYNOT TIP reserves the right to make any change in the Terms of the Partner Program or to suspend or terminate this Program at any time. Any change in the Terms is valid as of the publication of their new wording. SYNOT TIP is obligated to subsequently notify the Partner of the change of the Terms.

11.2 Any change or news notice will be published on website of the Partner Program and in these Terms. Modifications may include, for example, changes in the scope of commissions offered and other changes in the rules of the Partner Program.

11.3 In the event of any disputes concerning the Partner Program in any way, the opinion of SYNOT TIP will be decisive.

11.4 By participating in the Program, the Partner confirms that he/she has been familiarised and agrees with these Terms in full.

11.5 These Terms shall enter into force on 01 11. 2017