

## General Trade Terms of Company DRAXIT s.r.o.

### Article I. Introductory Provisions

1. Company DRAXIT s.r.o., based in Gorkeho 25 Skalica, company ID: 50419722, registered in the Commercial Register with the District Court in Trnava, entry 38069/T (*hereinafter referred to as "Operator"*) is an owner and holder of the copyright to the Casino applications available on [www.mycasinohub.com](http://www.mycasinohub.com) or on Google play (for Android) or App Store (for iOS) (*hereinafter referred to as "Application"*) and creates the Application in terms of the content and operates it.
3. The purpose of these General Trade Terms (*hereinafter referred to as "General Trade Terms" or "GTT"*) is the adjustment of rights and obligations of the Operator's company and trade Partner (see the definition in Article II par. 3 of these GTT) in the way described in these GTTs.
4. These GTTs create the inseparable part of the Contract. In case that in the concluded Contract, different conditions were explicitly agreed or the exclusion of the application of some provisions in these GTTs was explicitly agreed, such different provision agreed in the Contract takes priority. In other cases, mutual rights and obligations of the Operator and Partner are governed by these GTTs.
5. Legal relationships between the Operator and Partner not being explicitly governed by these GTTs are regulated by the provisions of the Commercial Code, Act no. 185/2015 Coll., as amended (*hereinafter referred to as "Copyright Act"*) and other relevant legal regulations.

### Article II. Interpretation of Definitions

1. **Application** means the application marked „My Casino Hub“ with dynamic online communication with an user realized through targeted offers and marketing in the user's smart phone (for iOS and Android platforms) or in the web application on website of the [www.mycasinohub.com](http://www.mycasinohub.com) domain. After downloading from App Store or Google play for smart phones and registration, the Application enables the user to use the products and services available within the Application.
2. The Application and related services are operated and administered by the Operator whereas they are oriented on providing the information to the Application users with the focus on actions, discounts, interesting things, casino programmes and other types of information, competitions, purchase possibilities, job vacancies, discussion forums and other products and services of the Partner arranged thematically as well as according to individual categories.
3. **Partner** means a private person - an entrepreneur or a legal person which, based on the particular contract with the Operator presents his/her products or services or information about his/her activities in the Application against payment namely through the order placed with the Operator on the website under domain [www.mycasinohub.com](http://www.mycasinohub.com).
4. **User** means a private person registered with the Operator which through the Application uses products and/or services contained in the Application. The user himself cannot contribute to the Application with his/her contributions or other activity.
5. **Contract** is a procurement contract together with the amendments and special agreements; based on it the Operator commits to provide the Partner with Services agreed/ordered in the order in the form of the publication of information in the Application and the Partner undertakes to pay the agreed payment for using the Operator's Services. The inseparable part of the Contract is the General Trade Terms.
6. **Order** is an Operator's form based on which the Partner orders Services and defines his/her request for the Service, defines parameters or Service specification or its change; the order also contains the data on the Partner, preliminary date of the publication of required information as well as other data according to the Operator's instructions needed for the Service realization. After its acceptance by the Operator, the order becomes an inseparable part of the Contract.
7. **Vis Major** is any circumstance excluding the responsibility within the meaning of relevant legal regulations, mainly accidents, natural disasters, earthquake and other climatic impacts or

natural catastrophes, blackouts, crisis situations, wars, terrorist attacks, epidemics, military preparedness of the state or other similar obstacles which occurred independently of the Operator's will and stop him from fulfilling his/her obligations unless it is possible to anticipate that the Operator is able to avert or get over such obstacle or its consequences and would foresee such obstacle at the time of the occurrence of the obligation.

8. **Price List** is an actual amount of the payment for Service provided by the Operator. It contains the arrangement of the prices of Services provided, additional charges, Services provided free of charge as well as the conditions under which such rates are applied.
9. **Temporary termination of the provision of Services** is an action of the Operator who temporarily prevents the Partner from using Services.
10. **E-mail** is a way of writing, sending and accepting messages in the electronic form in electronic information systems.

### **Article III. Interpretation Rules**

1. All the terms defined in Article II have also identical meaning in other documents which create the inseparable part of the Contract, namely in any grammatical form and in case that the term is usable in the singular then it is usable in the plural and vice versa.
2. In case of any discrepancies between the Contract, Price List and General Trade Terms, the following order of interpretation and priority apply: Contract, Price List and General Trade Terms.

### **Article IV. Conditions of Concluding the Contract**

1. The General Trade Terms in question constitute a proposal for concluding the Contract according to the legislation of the Slovak Republic in compliance with the provisions of § 43a of the Act no. 40/1964 Coll., the Civil Code as amended (*hereinafter referred to as the "Civil Code"*) designated for the trade Partner. According to the § 43c of the Civil Code, entering the required registration data on the Operator's website in the form of the order, accepting the use of Operator's Services and completing the documents required by the Operator on the basis of Article IV par. 2, the trade Partner of the Operator accepts the Operator's offer to conclude a contract for services provided by the Operator through the Application within the meaning of the conditions of these GTTs (*hereinafter referred to as the "Contract"*) and the trade Partner will gain the right to use the Operator's services through the Application in the scope, in compliance and under the conditions stipulated by these GTTs.
2. For the reason of the verification of meeting the conditions needed for concluding the Contract and assessing the competency of the Interested Party to fulfil the obligations resulting from the Contract properly and on time, the Interested Party is obliged to submit to the Operator upon his request the valid documents in the electronic form needed for the identification of the Interested Party. The Operator is entitled to ask the Interested Party for submitting the necessary personal data on statutory bodies of the Interested Party which are authorized to act on behalf of the Interested Party.
3. The Operator is entitled to refuse the conclusion of the Contract, if:
  - a) The Interested Party does not provide the guarantee that he/she will fulfil the Contract and these GTTs because he/she was or still is in debt to the Operator in the past,
  - b) The Interested Party did not agree with the Contract terms, including its inseparable parts.

### **Article V. Rights and Obligations of the Operator and the Partner**

1. Apart from other rights given in the Contract or in any of inseparable parts, the Operator has mainly the right to:
  - a) The payment of the Service price in compliance with the Contract, including the documents creating the inseparable part of the Contract,
  - b) The compensation of damage caused by the Partner,

- c) Update Partner's identification data in the registration system of the Operator.
- 2. The Operator is obliged to:
  - a) Provide the Partner with services in the scope, under the conditions and for the price agreed in the Contract, namely after the Contract has become valid,
  - b) Notify the Partner through electronic mail about the substantial change of contractual conditions one month in advance, and inform him/her about the right to withdraw from the Contract without sanction, if he/she does not accept these changes; the obligation to notify is also met through the notification sent to the Partner that the contractual conditions substantially changed with the information about a place, where he/she can familiarize with them.
- 3. Apart from other rights given in the Contract and General Trade Terms the Partner has the right to:
  - The Services in the scope agreed in the Contract and for the price according to the valid Price List, unless stated otherwise in the Contract,
  - The elimination of malfunctions caused by Services free of charge,
  - Fill a complaint about Service under the conditions given in the Return Policy.
- 4. Apart from other obligations given in the Contract and the General Trade Terms, the Partner is mainly obliged to:
  - Pay properly and on time the payments for Service provided in compliance with the Contract, valid Price List and General Trade Terms,
  - Cooperate with the Operator which is necessary for fulfilling his/her obligations resulting from the Contract,
  - Use the Service on his/her behalf and do not make it available to the third persons in any way,
  - Inform the Operator about the failure of Service without any delay and in the way given in the General Trade Terms,
  - Notify the Operator about the change of his/her identification data mainly the change of invoicing address, trade name, company ID, the seat in case of the legal person of an entrepreneur, place of business, ID in case of the private person of an entrepreneur. The Participant is obliged to notify about the change in writing and prove it by a reliable document within seven working days from the day of the relevant change,
  - Not to disuse the Service in such a way which would wrongfully affect the rights of the Operator or the rights of the third persons.

## **Article VI. Rules of Using the Application**

1. The Partner uses the Application through the Operator by entering the information and content which should the Operator publish in the Application namely after the previous registration, the conclusion of the Contract with the Operator and after the payment of agreed amount to the Operator. The content and information related to the Partner and his/her goods or service are entered and published by the Operator only based on the written order of the Partner, in the scope, wording and for a period given in the written order of the Partner. It is solely the Partner's responsibility that the published information is true, complete, grammatically correct and in such scope which is in compliance with legal regulations. The subject of publication in the Application will be the information provided by the Partner directed to the actions, discounts, interesting things, programmes of casinos, and other types of information, competitions, purchase possibilities, job vacancies, discussion forums and other products and services of the Partner.
2. The information and content submitted by the Partner will be published in the Application for a period paid for in advance (hereinafter referred to as "prepaid period"). After the prepaid period has expired, the Partner's right expires unless the Partner pays for another period. In such case the Partner is entitled to publish in the Application the information and content during the following prepaid period.
3. The Application is designated for smart phones namely for the devices with iOS and Android operating system which is taken into account by the Partner. To use the Application in the smart

phone, it is required the device with iOS 9 platform and higher and Android 6.0 platform and higher.

4. Application basic functions are as follows:

- Dashboard – shows nearest casinos, poker rooms and upcoming events
- Casinos – list and map of casinos, which are closest to the user (when using location services). These lists can be filtered.
- Poker rooms - list and map of poker rooms, which are closest to the user (when using location services). These lists can be filtered.
- Detail of casino / poker room – showing information about the casino / poker room (name, photos, adding casino/poker room to user´s favourites, address with option to navigate to the place, rating, opening hours, accommodation, bar information, payments, traffic options, games played on site, upcoming events and discussion)
- Events – list of upcoming events, can be filtered
- Detail of event – showing information about the event (name, photos, adding event to user´s favourites, address with option to navigate to the place, rating, starting date, ending date, registration options, registration fee and discussion)
- More – screen containing other functionalities (log in, registration, favourite casinos/poker rooms – their list, notification settings, job offers, list of partners, contact info)

5. The Partner takes into account that all the Application functions and all related services of the Operator can be fully used by the Partner only after the full registration and full payment for the prepaid period.

6. If the Partner is in delay with the payments for agreed amounts, the Operator is entitled to stop the Partner from accessing the Application and from displaying information, goods or services of the Partner for a period of delay in payment. In case of delay in the payment of the agreed price for more than 14 days, this is considered the substantial breach of the Contract and the Operator is entitled to withdraw from the Contract and remove all the actions, discounts, interesting things, programmes and other types of information, competitions, purchase possibilities, job vacancies placed by the Partner in the Application.

7. The Operator provides the access to the Application permanently online except for necessary shutdowns due to the Application update, service interventions and/or due to vis major. If possible, the Operator shall inform the Partner about these facts at least 1 working day in advance.

8. The Partner is not entitled in any case to intervene with the Application or its parts, change, copy and/or extend the appearance, graphical elements, interface, technical character and other properties of the Application or to require the Operator to make such interventions in the Applications.

9. Registering with the Operator, the Partner does not gain the proprietary rights or proprietary or personal right to the Application or to any of its part/component; he shall gain only the right to use the Application under the conditions given in the GTTs.

10. The Operator is an exclusive author of the Application software and within the meaning of the Act no. 185/2015 Coll., on Copyright and the rights related to the copyright as amended (hereinafter referred to as "Copyright Act") the Operator is the only bearer of the rights and/or proprietary rights of the Author and the only authorized person to perform proprietary rights of the Author within the meaning of relevant provisions of the Copyright regarding the Application.

11. A part of the Application is also the section Partners, Premium parts of casino detail, Advertisements in Casinos/Poker rooms lists, here the offers display as well as activities, products and services and other commercial information from the contractual Partners of the Application.

12. The Partner takes into account that the User is entitled to refuse sending of commercial notification information from the Partner. The User is entitled, according his/her criteria and personal preferences to adjust, change presetting or switch off or to change sending of commercial notifications from the Partner at any time namely in the Application setting.

13. Any defects of fulfilment, goods and/or services will be applied by the User as a consumer solely and directly with the Partner who is his/her contractual partner within the meaning of relevant provisions of the Civil Code no. 250/2007 Coll. on Consumer Protection as amended and Act no. 102/2014 Coll., on Consumer Protection when Selling Goods or Providing Services based on the agreement concluded remotely or the agreement concluded outside the operation premises of the seller as amended.

**Article VII.**  
**Price and Terms of Payment**

- 1) The price of Services provided is agreed by the contractual parties directly in the Contract. If not, there apply the prices given in the Price List which is published on the Internet page of the Operator.
- 2) Provided Services are being charged on the day when they start, unless agreed otherwise.
- 3) The price of Services provided is charged in the invoice from the Operator.
- 4) The issued invoice is usually made in the electronic form which is sent to the Partner by the Operator in the electronic form to the e-mail address given in the Contract.
- 5) The Partner is obliged to pay for his/her obligations resulting from the Contract properly and on time. The proper and timely payment is considered the payment which is both credited to the Operator's account not later than on the due date and it contains correct identification data given in the invoice. Identification data are mainly a variable symbol, invoiced amount and account number.
- 6) If the Participant pays the price for provided Services from abroad, he/she is obliged to secure the given amount of payment to be credited to the Company account on time.
- 7) The invoice is due at the moment of payment in case of use payment third-party gateway integrated into the Services.
- 8) If the Partner does not pay for the Service or for any other financial obligation towards the Operator within the due period, the Operator is entitled to charge the Partner, who is a legal person or a private person authorized to run a business, the interest on late payment amounting to 0.05 % from the outstanding amount for each commenced day of delay.
- 9) Provision of Services is subjected to the Value Added Tax at the amount according to relevant legal regulations, unless stipulated otherwise.
- 10) The Operator is entitled to accept the fulfilment provided by the third person to the fulfilment of any financial obligation of the Partner towards the Operator resulting from the contractual relationship.
- 11) The Partner is entitled to pay the price for Services provided by bank transfer or by a deposit on the Operator's bank account. The Partner's costs related to the invoices payment, including accepted overpayments of invoices returned to the Partner are born by the partner to the full extent.

**Article VIII.**  
**Partner's Responsibility, Disclaimer of Responsibility and Other Arrangements**

1. The Operator provides the Application as it is whereas any risks related to the use of the Application, correctness, completeness and truth of the information published about goods and Services of the Partner are solely born by the Partner. The Operator does not bear any responsibility neither for the correctness, completeness and flawlessness of data and/or documents generated by the Application nor for damages resulting from its use.
2. The Partner registered in the Application as a provider or supplier of service, i.e. the fulfilment in favour of the User is responsible to the User solely and in full extent:
  - a) For the quality and extent of services,
  - b) For delivery of services and their availability,
  - c) For the truth, currency and completeness of offers and activities of the Partner,
  - d) For the fulfilment of all the rights and entitlements of the User resulting for the User from valid and generally binding legal regulations of the Slovak Republic namely in relation to the use of services and/or offers and activities of the Partner.
3. The Operator does not bear any responsibility for the discounts, products, services or activities provided by the Partner to the User. The Operator shall inform the User's Partner about discounts, offers, activities, products and services and present them in the Application; he/she does not have any responsibility for the content published by the Partner in the Application.
4. A person fully responsible for update of information, the correctness and currency of the content given in the Application is the Partner, not the Operator of the Application; the Partner is solely responsible for possible mistakes in the content, for the incorrectness or incompleteness of information published in the Application by the Partner.

5. The Operator is not responsible to the User for damages or other harm which occurred to the user as a result of stating false, not current or incomplete contact data in the Application.
6. The Operator is entitled to withdraw from the contract and cancel/prevent the Partner from accessing the Application in case of substantial breach of the contract by the Partner, mainly when the Partner:
  1. Breaches the provision of these GTTs;
  2. Breaches the Operator's copyright;
  3. Harms a good name of the Operator and/or the third person;
  4. Enables even negligently the misuse of data provided to the Partner by the Operator;
8. In case of cancelling the Partner's access to the Application, the Operator is entitled to irrecoverably remove the content and all data of the Partner placed in the Application, whereas in this case, the Operator is not responsible for damage which shall occur to the Partner in connection with the removal of his/her data and content. This does not affect the possibility of a different arrangement between the contractual parties of the possibility of keeping data.
9. The Partner is responsible to the Operator for damage caused by:
  - a) Breaching the Partner's obligations resulting from the Contract or from all generally binding legal regulations,
  - b) Unauthorized use of Services, e.g. as a result of misleading the Operator,
  - c) Breaching the legal obligation to act so that he/she does not cause by his/her activity damage to the third persons.

### **Article IX. Duration and Termination of the Contract**

1. The Contract between the Partner and Operator is concluded for an indefinite period namely for a period given in an order and concluded Contract.
2. The Contract expires:
  - After the expiration of the period for which it was concluded,
  - By the agreement of contractual parties,
  - By withdrawal from the Contract,
  - By another way resulting from the Contract or General Trade Terms.
3. The Partner is entitled to withdraw from the Contract, if:
  - He/she does not accept the substantial changes of contractual conditions obtained from the Operator; the Partner is entitled to withdraw from the Contract not later than within one month from the notification of the substantial change,
  - The Operator did not inform about the substantial change of contractual conditions; the Partner is entitled to withdraw from the Contract within one month from the moment he/she learnt the changes, but not later than within three months from the date of the effect of the substantial changes of contractual conditions.
4. The Operator can withdraw from the Contract, if the Partner:
  - Did not pay for the provided Service even within 45 days after due date,
  - Repeatedly breaches the contractual conditions,
  - The data given by the Partner in the Contract are additionally proved not to be true and due to it the Operator could suffer damage.
5. In case of withdrawal from the Contract the Contract is terminated at the moment when the manifestation of will of one of the contractual parties to withdraw from the Contract is delivered to another contractual party unless agreed otherwise.
6. It is also possible to terminate the Contract by a written agreement of contractual parties. The Partner wanting to finish the Contract by a written agreement is obliged to ask the Operator for concluding such agreement in writing.

### **Article X. Notification and Delivery**

1. The Partner shall notify the Operator of any information, withdrawal from the Contract, invoice, reminder or any other notification (hereinafter referred to as "Notification") through registered mail or shall send the notification to the last known address of the Partner or by any other way.
2. In case of registered mail the Notification is considered delivered on the date when the Partner accepts the delivery of the Notification and confirms its acceptance to a subject authorized to delivery. The Notification is also considered delivered on the last day of the delivery determined for its collection, if the Notification was placed with the subject authorized to delivery even in case when the Partner did not know about the Notification placement.
3. The Notification sent by the Operator to the last known Partner's address is also considered delivered on the fifth calendar day after its posting.
4. Apart from the ways given in points 2 and 3 of this Article, the day of the Notification delivery is also considered a day when the Partner refuses to accept the delivery, or on the date when the delivery is marked with a note explaining that the addressee is not known or something similar and the Partner did not notify the Operator about the new address of his/her seat or place of business.
5. The Notification by another ways means a delivery by electronic mail to the Partner's e-mail address, by fax or SMS message to the Partner's phone number or through the phone call to the Partner's phone number. The Notification delivered by fax or e-mail is considered delivered at the moment when the Operator obtains a message that the Notification was sent to the Partner's e-mail address or to the Partner' phone number. In case of delivering the Notification by SMS message, the Notification is considered delivered on the date of sending SMS message to the Partner's phone number and in case of phone call the Notification is considered delivered at the moment of calling the Partner's phone number.
6. All the above given way of notification are equal and the Operator is entitled to use for notifying any of the ways given in this Article apart from the termination note or withdrawal from the Contract when it is necessary to notify the Partner by a registered delivery.
7. With the exception of the termination note, withdrawal from the Contract, reminder and invoices the Operator is entitled to notify the Partner through the publication of the Notification on the Partner's Internet page. In this case, the Notification is considered delivered at the moment of its publication.
8. The Partner is obliged to deliver any information, termination note, withdrawal from the Contract or other posting (hereinafter referred to as "Posting") to the Operator in the written form to the address of Operator's seat unless given otherwise in the Contract or in General Trade Terms. Operator's current contact data are given on the Operator's Internet page.

**Article XI.**  
**Jurisdiction and Disputes Solving**

1. Legal relationships between the Operator and Partner are governed by the legal order of the Slovak Republic.
2. Legal relationships not adjusted by the Contract are governed by relevant legal regulation of the Slovak Republic.

**Article XII.**  
**Common and Final Provisions**

1. The Operator publishes GTTs on his web side. The Operator reserves the right to update, change or complete these General Trade Terms at any time while such update, change or completion of General Trade Terms does not require the previous or subsequent consent of the Partner. The Operator shall notify the Partner about update, change or completion of these GTTs not later than 7 (seven) calendar days before the change comes into force namely by the display of a relevant message within the Application on the Operator's web side, or by sending a message to the Partner's e-mail address stated by the Partner in the Application at the time of his/her registration and such Operator's obligation of notification to the Partner is considered fulfilled.
2. These GTTs are valid for a period of the validity of the contractual relationship between the Operator and Partner based on the Contract and also after the Contract expiration until the final settlement of all entitlements resulting from the Contract.

3. General Trade Terms become invalid and ineffective on the day when the new General Trade Terms published by the Operator become valid and effective. All the Contracts and other agreements concluded between the Partner and Operator before the effectiveness of the new General Trade Terms and which were administered by the original General Trade Terms are governed by the new General Trade Terms and are considered the Contracts concluded according to the new General Trade Terms.
4. At any time and without stating the reasons, the Operator is entitled to finish the Application operation or to limit its operation at the discretion of the Operator. The Operator shall inform the Partner without any delay through the Application or by sending a message to the Partner's e-mail address given by the Partner at the time of registration in the Application. The Operator is entitled to cancel the Partner's registration in the Application without giving any reason at any time.
5. If it is proved that some of the provisions of these GTTs become invalid or ineffective, such invalidity or ineffectiveness do not result in the invalidity or ineffectiveness of other provisions of these GTTs.
6. Contractual relationships between the Operator and Partner of the Application not being explicitly regulated by these GTTs are governed by the legal order of the Slovak Republic.
7. The Partner takes explicitly into account that the Operator is not a participant in contractual relationships between the User and the Partner of the Application who presents in the Application his/her offers, shares, products and services and that the Operator is not responsible to the User for the fulfilment of Partner's obligations and commitments to the User in the Application.
8. The text of General Trade Terms in Slovak language is binding and takes priority over the wording of the General Trade Terms made in any other language.
9. These General Trade Terms come into force and become effective on December 1<sup>st</sup> 2019

In Bratislava, date November 30<sup>th</sup> 2019

DRAKIT, s.r.o.