

Terms and Conditions of online service Bet4Win.expert

§ 1 Definitions

The terms and expressions used in the content hereof shall have the following meaning:

Administrator – shall mean the administrator of the Service Bet4Win.expert.

Account – customised User access to the Service Bet4Win.expert, which is created after correct registration and which enables access to Resources and makes it possible to make purchases in the “Paid Zone”.

Terms and Conditions - shall mean these Terms and Conditions determining the terms and conditions for using the online service Bet4Win.expert.

Service or Service Bet4Win.expert - shall mean the website and the functioning online application Bet4Win.expert, to which Predictions Investments LTD with its registered office in London holds exclusive rights.

Company – shall mean Predictions Investments LTD with its registered office in London under the number 10614474. Its head office is located at 85 Great Portland Street, First Floor W1W 7LT London - United Kingdom, e-mail: service@bet4win.expert, phone: +44 20 3290 6721.

User - shall mean a natural person for whom, after correct registration to the Service, the Administrator created the Account entitling the person to use the Service.

Resources - data, information, tips and analyses provided in the Service to the Users, constituting classified information of the Company and legally protected as the intellectual property of the Company.

§2 Operation of the Service, Resources

1. The Service includes data, reports, analyses and tips, which serve only for information purposes of the Users and which may be used exclusively for the personal use of the User.
2. The Terms and Conditions include rules concerning the use of information provided in the Service by the Users and the terms and conditions related to the Service Bet4Win.expert.
3. Provisions concerning the use of the Resources are defined hereinbelow.
4. The Company does not engage in any gambling activities through the Service, including in particular bookmaking activities.
5. Service Bet4Win.expert is not a platform or an application used for betting activities.
6. The Company does not operate as a bookmaker, is not involved in accepting bets and is not an agent in this area; therefore, it shall not be liable for the effectiveness of professional services offered to the Users.
7. The Service does not constitute an advertisement of bookmaking companies. The

Resources presented in the Service do not constitute and they shall not be treated by Users as recommendations or advertisements for betting. The Service shall not be liable for the choices made by the Users, also if they are made based on the Resources received.

8. The Service does not provide the Users with any description or instructions for betting or for conducting any other gambling activity as the Resources presented in the Service are of informative nature only and they are prepared based on the experience and analyses of the authors cooperating with the Service.
9. The Service shall not be liable for any activities taken by the Users based on the Resources provided in the Service, the method of using the Resources obtained from the Service by the User, in particular for any possible losses incurred by the User as a result of using these Resources. The above limitation shall not apply to the Company's liability for non-performance or improper performance of the service of providing the Resources to the User.
10. The User who fails to meet the criteria concerning the access to the Resources or the information posted on the website of the Service, including in the Paid Zone, uses them in the manner contrary hereto, acts on its own responsibility and risk.
11. The arrangements concerning concluding a distance contract in relation to the access to the Paid Zone take place in the EU.
12. It is prohibited for the User to promote other websites with contents related to those posted in the Service.
13. Every activity that violates the provisions hereof or is detrimental to the Service or to the Company shall be deemed to be an unfair competition act and shall authorise the Company to block the Account immediately.
14. The Service reserves that new tips or analyses will not be posted in the Service every day. The purchase by the User of specific access to the Resources obliges the Service only to post a minimum quantity of tips and recommendations in the validity period of the purchased access, as specified in the description of each package.
15. Website owners who promote themselves with the use of the well proven brand of this Service shall be subject to an investigation conducted on Facebook. The Service shall have the right to request cessation of infringement of copyrights to the Resources with respect to such person and to request the court to award equitable relief or damages in accordance with the law of the Republic of Poland.
16. The decision on the use of presented analyses, tips or recommendations for any operations, including in particular gambling activities and betting based on Resources of bookmakers shall be the exclusive decision of the User, which the Administrator and the Company have no impact on and which they are by no means responsible for.
17. Bet4Win shall not be in any manner liable for any losses or damages incurred by the Users or any third parties, resulting directly or indirectly from using Resources presented in the Service (except for the obligations or liability of the Company that cannot be limited or eliminated under Polish law, including the liability for non-performance or improper performance of the service by the Company).

§ 3 User's Account

1. The user's Account may be created only by using the Internet address of the Service and providing access through an application on a mobile device and by User's registration to the Service.
2. The User of the Service shall be only a natural person, over 18, with full capacity to perform acts in law.
3. The User intending to use purchases and access to the Paid Zone shall be obliged to provide his/her real personal details during the Account registration, to the extent that it makes possible for the Company to properly settle the payments made and to issue invoices for posted payments, i.e. first name, last name, full address and e-mail address to which the invoice will be sent.
4. To create an account in the Service, the person registering in the Service shall declare that:
 - a) he/she has read the Terms and Conditions and agrees to abide them;
 - b) his/her personal data provided during registration and included in the Account are consistent with reality and they do not violate the rights of third parties;
 - c) he/she gives his consent to process his/her personal data by the Service for the purposes of creating the Account, making purchases in the Paid Zone and handling complaints;
 - d) he/she acknowledges that he/she has the right to inspect his/her personal data, change and remove them;
 - e) he/she acknowledges that his/her personal data shall not be shared by the Service with any other third parties.
5. The Administrator shall have the right to deny access to the Service for the User or to immediately block the User's Account if:
6. The User uses the Service for purposes other than the intended ones or uses the Service to the detriment of the Company or third parties;
7. The User using the Service violates the law, the principles of fair conduct and good practice or the provisions hereof, in particular through unauthorised publication of the Resources.
8. In case of the violation of the principles of using the Service by the User, the Administrator reserves the right to commence the process of identity verification of such User. Identity verification of the User may consist in requesting additional data or the provision of evidence for such data, e.g. by sending a scan of a specific document confirming the User's identity. As part of the User's data verification in the case of the violation hereof, the Administrator shall also have the right to request a written declaration that the details included in the Resources provided to the User are used only for the personal purposes of the User (under penalty of perjury as stipulated in the content hereof).
9. In order to change the e-mail address or to remove the Account, the User shall contact the Administrator through the Service, by sending a message to the following address: service@bet4win.expert.

10. Technical support concerning the operation of the Service may be obtained under the following address: service@bet4win.expert.
11. In case of any problems in using the Service, the User shall send to the Company a description of discovered irregularities with the specification of: the name of the operating system that the User is using, telephone name and model to the following e-mail address: app@bet4win.expert.
12. The Administrator does not guarantee the proper operation of the Service on versions of Internet browsers older than: Internet Explorer, version 9.0 or later with enabled support of ActiveX, JavaScript and cookies or Mozilla Firefox, version 30.0 or later with enabled support of Java, JavaScript and cookies or Google Chrome, version 30.0 or later with enabled support of Java, JavaScript and cookies or android system (other than the current version of this software).
13. The Administrator does not guarantee the proper operation of the Service in case of using a device without Internet access, absence of proper configuration of the device on which the User uses the Service in the manner contrary to the Administrator's recommendations or uses software other than the one recommended by the Administrator. Proper configuration is specified in the instruction in "help" tab.

§ 4 Unauthorised actions

1. It shall be prohibited to log to the Service, to the same Account, from two or more different Internet locations at the same time. Failure to observe this provision shall result in the immediate blocking of access to the Account by the Administrator.
2. It shall be prohibited to copy and distribute the Resources, materials, analyses, reports and any recommendations contained on the Service's website in any form and for any purpose.
3. This prohibition shall also apply with respect to the materials posted on the related webpage for fans of "Bet4Win.expert" including photographs, graphics, diagrams, coupons, comments, analyses and other materials protected under the law, as the intellectual property of the Company. These materials, as well as the Resources available in the Service, may be used only for the personal use of the User.
4. It shall be prohibited to take photographs of the Resources in the Service (print screen) without the Administrator's consent. Screen printing of the Resources shall be possible only in case of the Service failure and it may be done by the User only with the express consent of the Administrator. The User acknowledges that the Service has protection that allows for discovering print screening and in case of the violation of this obligation, the Administrator shall be entitled to immediately block the access to the Account.
5. The User's use of the Resources or materials for purposes other than those specified herein shall be considered to be a violation of proprietary copyrights to the Resources or the ownership of these studies and it constitutes activities to the detriment of the Company.
6. The User shall have no right to provide, transfer or entrust the Resources received in connection with the purchased package or details to the Account (password, login) to any other person or third parties.

7. Activities inconsistent with these provisions shall result in the immediate blocking of the access to the Service without notice for the User and in taking legal actions with respect to the User (or a person unrelated to the Service, who commits an infringement of copyrights to the Resources that the Company is entitled to) intended to remove the infringement and to receive adequate compensation from the perpetrator.
8. The above provisions shall also apply to other entities or owners of Internet websites, including bookmaker websites. The unauthorised provision of the Resources to persons other than the Users constitutes acting to the detriment of the Company, in connection with which the Company incurs not only significant damage but which may also give rise to the theft of prospective customers as a result of using the materials from the Service.
9. The Administrator reserves the right to block the Account immediately, also for the following reasons: presenting by the User on the fan page of offensive comments or posts concerning the Service or the Company, presenting by the User of advertisements of other websites, posting comments containing vulgarisms or undermining the reputation of other persons or entities, addressing to the Administrator of private messages containing insults or abuses, publishing of any contents harmful for the good practices, the reputation of the Company or of the Service.
10. It shall be prohibited to inform other persons, including also other Users, about the tips, analyses or recommendations proposed by the Service. The Service has protection that allows for the identification of such activities, therefore, the provision of the information on the Resources also to other Users, constitutes the violation hereof that entitles to the immediate blocking of the Account.

§6 Fees and penalties

1. Registration in the Service shall be free of charge for Users.
2. The cost of the package selected by the User shall be specified in the Service website from the "Store" tab, where the scope of Resources provided to the User after purchase is also described.
3. Fees for the package specified on the Service website shall be specified in PLN, in gross amounts and they shall include all taxes due. To purchase the package and access paid Resources, the User shall log into the Service and select the relevant package by checking it in the Service. Then, in order to confirm the selection, the User shall click the buy and pay button, marked as "Pay Now".
4. Upon the selection of a relevant package, the User shall be automatically directed to the website, where the User shall select one of the available payment methods.
5. Upon the selection of the payment method for the selected package, the User shall check off the relevant payment method of his/her choice and one more time shall be automatically directed to the website of the payment system provider, where the payment for the selected package shall be made according to the instructions on the screen.
6. After completion of the payment procedure, the User shall be automatically directed to the

Service website, which is equivalent to placing an order together with the information on the successful completion of the payment procedure.

7. Payment shall be made immediately upon placing an order for the package selected by the User. Lack of payment results in the cancellation of the order.
8. Completion of the payment procedure shall be confirmed with information that the payment has been effected and this shall be equivalent to the conclusion of a contract with the Company for enabling the User to use paid Resources.
9. Users who intend to extend authorisations to the Resources presented in the Service may purchase a relevant paid package.
10. The fee paid by the User for the selected package shall be a one-off and shall be collected by the Service for the creation of IT solutions on the Account, which entitle the User for a specific time to use paid Resources of the Service in the extended scope as described on the Service website in each package.
11. The paid fee shall authorise the User to use the Resources for a specific period of time within the scope stipulated in the package.
12. The Service shall not be liable for failure to use the Resources by the User, after the Service performed the service in the form of providing the purchased package to the User.
13. The purchased access to paid Resources shall be activated by the Administrator on the User's Account as soon as the Service has received payment confirmation from the online payment service provider and shall be valid for the specified period of time.
14. Providing the possibility of using paid Resources and activation by the Administrator of the access to those Resources on the User's Account shall constitute a one-off IT activity, performed by the Administrator immediately after payment confirmation by the online payment service provider, therefore the User shall have no right to withdraw from the contract and to request the refund of the payment made.
15. The User shall lose access to the Resources within the scope of the purchased package, without the right to request the refund of the fee paid, in the case when the Account has been blocked as a result of the violation of the provisions hereof or the Account has been removed by the Administrator in accordance with the provisions hereof.
16. In case of violation of the provisions of using Service Bet4Win.expert by the User, in particular by providing the Resources obtained from Bet4Win.expert or details to the User's Account, the Administrator shall have the right to immediately and irreversibly remove the account of such a User, and the Company shall have the right to request a contractual penalty from such a User for the amount of EUR 400 (four hundred euro) for each such violation.
17. The user may select the following forms of payment for the selected package:
 - a) credit card
 - b) wire transfer via digital wallet Skrill, PayPal

§7 E-mail, APP and SMS notifications

1. After the purchase of a package authorising the User to obtain the Resources at a specific

level of authorisations, the User shall also receive immediate notifications in the form of APP pushes and/or e-mail messages to the address specified during the Account registration.

2. Such notifications shall concern:
 - a) any new Resources published on the Service website;
 - b) termination of the package validity and possibility of the purchase of another access;
 - c) impending expiry of authorisations on the Account to use the Resources.
3. The Service shall not be liable for the variability of exchange rates upon the publication of pre match and live tips.
4. Statistics shall be settled based on the exchange rates available at the time of the tip publication. The User may ask the Administrator for the specification of the exchange rate based on which the recommendation or report was prepared by sending an inquiry in the form of an e-mail message to the following address: service@bet4win.expert.

§8 Complaints and reservations

1. Any complaints or claims with respect to the operation of the Service shall be forwarded via e-mail to the following address: service@bet4win.expert.
2. The Service shall not be liable for:
 - a) using the Service by Users in the manner inconsistent herewith;
 - b) damages incurred as a result of using the Service in the manner inconsistent herewith;
 - c) using the Resources provided in the Service in the manner inconsistent with the content hereof;
 - d) consequences of the fact that third parties have details allowing for the access to the User's Account,
 - e) interferences in the operations of the Service related to the quality of the services provided directly by Internet providers or online payment service providers;
 - f) loss of data resulting from the failure of the User's computer hardware or system or from the occurrence of any other circumstances beyond the Service control;
 - g) losses resulting from the delays in posting payments due to reasons not attributable to the Service, and in particular attributable to the online payment services providers.
3. The Administrator shall handle complaints and provide responses to a complaint made by the User within 30 days from the date of its receipt. The Administrator shall provide a response to the complaint to the address from which the complaint was sent.
4. The Service reserves the right to delete comments and posts appearing on the Service fan page in social media, without giving any reason.
5. The User acknowledges that any statistics presented in Resources shall be settled based on the exchange rates available at the time of the tip publication.

§9 Final provisions

1. If the User is a consumer, to all matters not governed hereby, the applicable laws of the User's place of residence (habitual residence) shall apply. If such laws provide for a higher level of consumer protection than the one specified herein, the Parties shall be bound by the provisions resulting from such laws.
2. If the User is not a consumer, to all matters not governed hereby or by the contract, the applicable laws of Poland shall apply and courts competent for settling the disputes between the parties shall be Polish courts.
3. The provisions hereof are not intended to exclude or limit any consumer rights that the consumer may be entitled to under mandatory rule of law. In case of any discrepancies of the provisions hereof with the aforementioned laws, such laws shall prevail, and any other provisions shall remain valid to the fullest extent permitted under applicable law.
4. The Company ensures that the personal details specified by the Users during the registration and creation of the Account shall be used only by the Service and shall not be disclosed to any third parties. The User shall have the right to review and modify his/her personal details at any time, through the Service. Detailed principles of the protection of Users' personal details are included in "Privacy Policy for Bet4Win.expert".
5. Any changes hereto shall be published by posting them on the Service website and shall become effective upon the expiry of 14 days after their publishing. The Users shall be notified of the change in the Terms and Conditions via e-mail.
6. Notification of the change in the Terms and Conditions shall take place not later than 14 calendar days prior to their introduction to the changed Terms and Conditions.
7. A new User, who does not agree with the Terms and Regulations, shall immediately cease to use the Service and shall remove his/her Account under the principles stipulated herein.
8. Users with active Accounts, having read the changed Terms and Conditions, when they do not agree to the further use of the Service based on the changed Terms and Conditions, shall request the Administrator to remove their Accounts.
9. The Administrator shall not use the non-judicial settlement of disputes, as referred to in the Act of 23rd September 2016 on non-judicial settlement of consumer disputes.
10. The Terms and Conditions shall be available in the form allowing for their printout or saving, with the use of functionalities of the Internet browser.
11. These Terms and Conditions shall come into effect as of 3th March, 2017.