

Terms of Service for HINTO Users

1 GENERAL TERMS

1. This Terms of Service specifies the rules of using HINTO Service placed under domain <https://hinto.win/> whose owner and operator is Paweł Poleński, conducting business under company name Space Digital Group Sp. Z o.o. ul. Wyrzykowskiego 5a/30 Warszawa 03-142 TAX ID: 5242840752 (hereinafter the Operator).
2. HINTO Service operates according to the rules specified in this Terms.
3. Every User is required to read the Terms of Service and Policy of Privacy being its integral part prior to registration.
4. The User may take further steps upon reading this Terms of Service and Policy of Privacy and consenting and accepting all of their terms.
5. The Terms of Service specifies rights and obligations of the Parties in relation to provision of services and the Policy of Privacy specifies principles of processing Users' personal data and their rights in relation to their personal data and rules of using cookies.
6. The Terms of Service is made available to the Users in the Service at: <https://hinto.win/terms.pdf> free of charge in a form allowing to download, reproduce and print it.
7. The Operator states that considering the electronic provision of services indicated in §5, there is a risk related to interference of third parties in transmission of data sent between the User and the Operator, and in particular, if the User will share its login data to third parties or if despite not using its account, it will stay logged in. Therefore, the Operator advises the User to maintain special care and in particular, do not share its login data to any other persons.
8. The Operator reserves that it is not a party to any relations of obligation between the Users.
9. The Operator reserves that it may held contests for the Users. The terms and rules of the contests will be from time to time shared with the Users as part of separate terms of service. Before participating in the contest, the User shall read the Terms of Service for the Contest and submit a statement of reading the Terms of Service.

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DEFINITIONS

1. **Operator** - Paweł Poleński, conducting business under company name Space Digital Group Sp. Z o.o. ul. Wyrzykowskiego 5a/30 Warszawa 03-142 TAX ID: 5492004689
2. **HINTO Service/Service** – service available at <https://hinto.win/>
3. **User** – natural person who is at least 18 years old and has full capacity for legal action and uses the Service.
4. **Civil Code** – Act of 23 April 1964 – Civil Code (JoL of 2017 item 459).
5. **Act on providing services electronically** – Act of 18 July 2002 on providing services electronically (JoL 2017 item 1219).
6. **Act on copyright and derivative rights** – Act of 4 February 1994 on copyright and derivative right (JoL 2017 item 880).
7. **Act on consumer rights** – Act of 30 May 2014 on consumer rights (JoL 2017 item 2361).

TECHNICAL REQUIREMENTS AND RULES OF ACCESS

1. For proper use of the Services provided by the Operator under the Service, the User needs to have a device with Web access and a web browser that complies with technical requirements for Microsoft Windows and/or Mac OS.
2. The User needs to have an active e-mail account to be able to use the Service.

GENERAL RULES OF USE

1. The Users shall use the Service according to applicable laws and the Terms of Service.
2. As part of the obligations referred to in par. 1, the Users are required, in particular, to:
 - a. Use the Service without interfering into its operation;
 - b. Use the Service respecting personal property and rights of third persons (including the right of privacy);
 - c. Use the Service without any issues caused to other Users and the Operator;
 - d. Use any information and materials that are made available via the Service only within permitted use.
3. The User is required to use its own account and may not share its account with any third persons under any reason.
4. The User is required to maintain confidence of the information and data allowing to access its account and not to disclose it to any third parties.
5. The Services provided by the Operator are to be used by Users and are not to be used in part or in whole for any other purposes.
6. The User needs to immediately advise the Operator on any violation of its rights and/or personal property in relation to the use of Service.
7. The Users are absolutely not allowed to place any illegal content within the Service.

SERVICES FOR USERS

1. The Operator provides via the Service the following services to the Users:
 - a. Making available Operator's tips prepared based on the Operator's algorithm in respect of future football events for the following leagues: Champions League, Europa League, Premier League, Championship, Bundesliga 1, Ligue 1, La liga, Serie A, Lotto Ekstraklasa. The scope of leagues may be changed. Under this service, the Operator provides information on the predicted number of goals for the specific football event based on its algorithm. The Operator reserves that a provided prediction is not a forecasted result of a football event but only the most probable, in the Operator's view, number of goals at the event.

- b. Making available historic Operator's predictions developed based on the Operator's algorithm for selected football events. The provisions of par. a) are applicable to this service, provided that the historic predictions tab includes the predictions that the Operator released as future ones, i.e. within the service specified in par. a) above, and which currently have the status of past or historical ones.
 - c. Making available the mean rate of official bookmakers for the event – as part of the service, the Operator presents a mean bookmaker rate for a given event calculated based on the official data provided by bookmakers. The Operator reserves that the rate is a mean value calculated by the Operator based on rates of official bookmakers picked by the Operator.
 - d. Making available the selected information on football sports events.
2. The Operator provides the services specified in par. 1 above free of charge but plans to introduce payments for the services, which will be communicated by presenting subscriptions to the Users. Failure to pay the subscription will make it impossible to continue to use the service and result in removing User's account.
3. The Operator states that it is not possible to place any bets within the Service. Decision on how the User will use the predictions released by the Operator is only at User's discretion, who is liable for any consequences. The Operator bears no responsibility for User's decisions based on Operator's predictions and consequences thereof.

CONTRACT CONCLUSION AND TERMINATION

1. Contract between the Operator and the User is concluded when the User registers an account in the Service.
2. Account is registered by giving active e-mail address to which an activation link is sent.
3. In order to be able to use the Service, the User is required to authorize its e-mail by visiting the activation link and providing password.
4. Contract for electronic services is concluded for indefinite term.
5. The User may cancel the contract at any time.
6. Statement on termination may be submitted by the User in writing sent to the Operator's mailing address given in these Terms of Service or electronically to: token@hinto.win.
7. The Operator may cancel the contract with immediate effect if the User:
 - a. Violates this Terms of Service in any way;
 - b. Violates principles of social coexistence;
 - c. Acts in a manner affecting Operator's good name or its interest;
 - d. Acts in a manner to prevent further provision of services.
8. In cases referred to in par. 8 a-d above, the Operator may take any other steps permitted by law and refuse to provide services for the User and limit the use of the Service. Decision on taking proper steps and their type is only at Operator's discretion.
9. The Operator may suspend the Service at any time and for any reason and may remove, change or add any new services provided via the Service. The Operator may also transfer its rights and obligations arising from these Terms of Service to any third party.

COPYRIGHTS

1. Name and logo of the Service are subjected to legal protection. Except cases provided by law, any other use of logo or name without explicit written Operator's consent is forbidden. If this is violated, the Operator may take legal steps including claiming compensation.
2. Subject to par. 3, proprietary material rights to graphic elements of the Service and other content within the Services which are a work within the meaning of the Act of 4 February 1994 on copyrights and derivative rights (JoL 1994 no. 24 item 83 with later amendments) as well as rights to Service layout are held by the Operator. Any copying, reproducing, distributing and developing Service elements, including their layout as a whole being a work within the meaning of the Act of 4 February 1994 on copyrights and derivative rights (JoL 1994 no. 24 item 83 with later amendments) is forbidden. If the above is violated, the Operator may take legal steps including claiming compensation.
3. If the Operator publishes any content from a third party and its logos, it will be subject to legal protection and the proprietary rights to graphic elements and content from a third party which are a work within the meaning of the Act of 4 February 1994 on copyrights and derivative rights (JoL 1994 no. 24 item 83 with later amendments) are held by the third party. Any copying, reproducing, distributing and developing is forbidden and if this is violated, a third party whose rights are violated, may take proper legal action against the User including claiming compensation.

WITHDRAWAL

1. The User who is a consumer, may within 14 days from concluding the contract indicated in section 6 par. 1 withdraw from the contract with no reason and at no costs.
2. In order to cancel the contract, the User may use the form specimen which is appendix no 1 to this Terms of Service but it is not mandatory. Statement of withdrawal may be submitted in writing by sending it to the Operator's mailing address given in this Terms of Service or electronically to e-mail: token@hinto.win;
3. Statement of withdrawal may have any content implying a will to withdraw from the contract while to keep the deadline, the User needs only to send the said statement before the deadline specified in par. 1 above.
4. In order to submit a statement of withdrawal, the User may, in particular, use the withdrawal form which is Appendix 1 to this Terms of Service.
5. The Operator, upon receiving statement of withdrawal, will send a confirmation of receipt to the consumer's e-mail.
6. If the User cancels the contract, it is deemed as unconcluded.
7. Withdrawal results in stopping to use the Platform.

OPERATOR'S LIABILITY

1. Subject to the condition referred to in par. 2, the Operator conducts current supervision on the proper technical operation of the Service.
2. The Operator will not guarantee permanent access to all services and functionalities or failure-free operation.
3. Use of the Service is voluntary and the User uses it on its own responsibility.
4. The Operator is not liable in any way for any consequences of Users' action taken based on the predictions and information released by the Operator.
5. The Operator will do its best to ensure its predictions are right but gives no guarantee in this respect.
6. The predictions released by the Operator are based on the Operator's algorithm.
7. By using the Operator's predictions, the User will bear all the consequences of its action.
8. The Operator is not liable against Users or third persons for any damage, harm, lost benefit that may arise in relation to:
 - a. Service's technical issues, including its updates, loss of data, action of Users or third persons, availability of all or individual services and Service's operation.
 - b. The use of information acquired by the Users via the Service and bears no liability for any consequences of action taken by the Users;
 - c. Users' or third persons' obligations
 - d. Services and applications that are supplied by third persons;
 - e. Technical issues or limitations in IT systems that are used by devices used by the Users and limit or prevent Users' use of Service and services offered via it;
 - f. Use of the Service in a manner contrary to law or Terms of Service, good customs and principles of social coexistence;
 - g. Violation of personal property, proprietary rights and derivative rights by the User.

§ 10

COMPLAINTS

1. Any complaints in respect of improper access to the services and complaints related to the operation of the Service and/or Application should be sent directly to the Operator's e-mail: token@hinto.win
2. A complaint should include: contact data, description and cause of complaint.
3. Properly submitted complaints will be considered within 14 working days from receipt thereof. If the information or data given in the complaint need to be complemented, the Operator will ask for it before considering a complaint. Consideration period is extended for the time of providing additional explanations by the User.

§ 11

SUBMISSION OF OPINION

1. The User who uses the Service may send to the Operator its opinion aimed at improving the operation of the platform, its layout and functionality.

2. The information indicated in par. 1 may be sent to: token@hinto.win.

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CHANGES TO TERMS OF SERVICE

1. The Operator may change the Terms of Service at any time. Changes will apply from the time of publishing them in the Service. Changes are considered approved by the User with the notice of the User that the Terms of Service is changed. The Operator is not required to advise the User on literal changes in the Terms of Service but shall only send a notice of that change. If the User does not accept the changes, it should have its account removed.

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FINAL TERMS

1. In cases not governed by this Terms of Service, the provisions of the act on electronic provision of services, act of copyrights and derivative rights and the Civil Code Act shall apply.
2. The court competent to settle any disputes arising from this Terms of Service, including any disputes arising between the Users and the Operator is the Court competent for the given proceedings in respect of applicable provisions of law.
3. Appendix no. 1 and the Policy of Privacy are an integral part of this Terms of Service.
4. This Terms of Service becomes effective as of 26.06.2018.

APPENDIX NO. 1 TO TERMS OF SERVICE – contract withdrawal form

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(place, date)

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Consumer's name

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e-mail

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Consumer's address (required only for correspondence by mail)

STATEMENT OF WITHDRAWAL

I hereby inform on my withdrawal from the contract for provision of services under HINTO Service by Paweł Poleński, conducting business under company name Space Digital Group Sp. Z o.o. ul. Wyrzykowskiego 5a/30 Warszawa 03-142 TAX ID: 5242840752 (hereinafter the Operator).

Date of conclusion of contract, i.e. account registration date:

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Consumer's signature (only if form is submitted as paper copy)