



TIPSTER LTD.

General Terms and Conditions



General Terms and Conditions

These general terms and conditions define and govern the contractual relationship between the parties (users) and Tipster Limited, a bookmaker licensed by the Malta Gaming Authority, hereinafter referred to as “Tipster” .

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1. BASICS

1.1 Definitions

- 1.1.1 The terms “we”, “the company” or “us” refer to www.tipster.de, downloadable applications of the company or Tipster Ltd., a company registered in Malta with company number C50436 and the registered office at Melita Court, Level 1, Giuseppe Cali St c/w Abate Rigord St, XBX1420, Ta’Xbiex, Malta.
- 1.1.2 The term “website” refers to www.tipster.de. Full and sole owner and operator of the site is Tipster
- 1.1.3 The term “downloadable application” refers to the App Tipster. Complete and sole owner and operator of the App is Tipster.
- 1.1.4 The present conditions also apply to downloadable applications for information and communication devices. Therefor all terms and conditions of the website can be transferred to applications for information and communication devices. In the following, all other applications and communication devices are included with the entry of the words "website" or "Tipster"
- 1.1.5 The term “service” refers to current and future online betting opportunities offered by the company on the website as well as all other games and offers added to the site in the future.
- 1.1.6 The term “software” refers to all computer programs that can be downloaded from the website or an App Store (App-Store, Google-Play-Store etc.).
- 1.1.7 The term “Tipster service” can refer to the website, the software, and the betting service.
- 1.1.8 The terms “you” or “your” or “customer” means any person who makes use of the Tipster service under these terms and conditions.
- 1.1.9 The term “account” refers to the customer’s betting account at www.tipster.de.

These definitions equally apply to the Tipster privacy policy and the Tipster betting and sports betting rules.

1.2 Scope of these terms and conditions

- 1.2.1 These terms and conditions apply to all bets made with Tipster Ltd. as well as the use of the Tipster service by the customer. To open an account at www.tipster.de, the customer must agree to these terms and conditions. By registering on the website, opening an account or using the Tipster website, the customer accepts these terms and conditions as binding.
- 1.2.2 Tipster is authorized by the Malta Gaming Authority of Malta to offer remote gaming under license number MGA/B2C/191/2010, issued 18th December 2011, and its online betting service is regulated by the same authority. These bets may be illegal in other jurisdictions. The company makes no representation as to the legality of its online betting service in other jurisdictions. This agreement is governed by the laws of Malta and shall be interpreted in accordance with these laws. The place of jurisdiction is Malta.



1.3 The binding nature of these general terms and conditions

- 1.3.1 These terms and conditions constitute a legally binding agreement between the customer and the company and govern your use of the Tipster website. Please read these terms and conditions carefully. The company reserves the right to make changes to these terms and conditions at any time and without notice. The company will ensure that the customer is informed about such changes when the customer next logs into the website by asking the customer to accept the revised terms and conditions. If the customer refuses consent, the customer will be prohibited from using the Tipster service.
- 1.3.2 Customers are responsible for reviewing the terms and conditions regularly to ensure that they agree with terms governing the placing of wagers. It is also recommended to review these terms and conditions each time you use the website. All bets accepted prior to a change to these terms and its acceptance by the customer (but not yet decided) are subject to the previous terms and conditions.

2. YOUR ACCOUNT

2.1 Opening an account

- 2.1.1 To use the Tipster website to place bets, customers must register and create their free Tipster account. The minimum age for registration is 18 years (21 years for players from Estonia). It is impossible to place a bet on the tipster website without the registration.
- 2.1.2 Upon registration, the customer must provide the required data. The customer is responsible for ensuring that all information provided is correct and up-to-date. Without providing the required personal data Tipster has the right and duty to close the customer account and freeze any funds already paid. Tipster also reserves the right to void all bets if false or misleading information has been provided by the customer.
- 2.1.3 Each individual can only have one account at a time. Tipster reserves the right, at its sole discretion, to cancel additional accounts and withhold the balance or to treat these accounts as one and treat them accordingly.
- 2.1.4 We reserve the right to check the credit of our customers with a third party service which shall be entitled to make a copy of the information provided by the customer during the registration process as set forth in our privacy policy.
- 2.1.5 Tipster indicates that it is illegal to pay and play/bet with illegally acquired money.
- 2.1.6 All transactions are reviewed by us to prevent money laundering and illegal transactions. Suspicious transactions are reported to the Financial Information Analysis Unit (FIAU). The FIAU is a regulatory authority in Malta, which records and reviews suspicious transactions and, if necessary provides to the competent authorities (FATF – Financial Action Task Force or, in Germany to the BKA and Zoll=Tax investigators)
- 2.1.7 The customer account and the funds contained therein are to be used solely for making wagers. In addition to wagers, accounts registered to customers in Germany will be charged a concession fee (“wager tax”) in the amount of 5 % of any bet placed according to § 4d of the Games of Chance State Treaty (GlüStV) (see [2.3.9](#)).
- 2.1.8 Tipster reserves the right to perform digital, technical, electronic and manual checks at different times and at various intersections with the customer to ensure security for customers and businesses.

2.2 Registration

- 2.2.1 The registration is done online by entering the personal data required, like name, address, and contact email, date of birth, user name, and password. The password can be changed by the customer on the website at any time. Without the required information the account cannot be created.
- 2.2.2 Without the separate confirmation of consent to submit personal data in accordance with Article 7 of the general data protection regulation, no player account can be created and the registration process will be terminated incompletely. The consent is also required separately because legal requirements for verification must be met.

- 2.2.3 Tipster reserves the right to delete unused customer accounts without a credit balance automatically after a period of three months. In this instance, re-registration is possible at any time.
- 2.2.4 The registration automatically includes the opening of a personal virtual betting account. The opening of this betting account is free and places no obligations on the customer.
- 2.2.5 All monetary transactions (in particular deposits, withdrawals, wagers) are performed exclusively via the personal betting account. Claims concerning credits, pay-outs or other transactions posted to the betting account must be made within 14 business days by email or in writing to Tipster Ltd. After this deadline, all posted transactions shall be deemed approved by the customer.
- 2.2.6 Tipster reserves the right to refuse registration without any explanation whatsoever.

2.3. Data protection

- 2.3.1. Under Article 12 of the General Data Protection Regulation, any user is free to request a statement of his data from Tipster at half yearly intervals. These will then be made available to the customer in accordance with applicable law in a readable format. An application for the information will entail a separate verification, which will be carried out according to point 2.5.3.ff of these GTC. Further information can be found in our privacy policy
- 2.3.2. Customers have the right and the duty to keep their data up to date. For this purpose, the customer may also request a completion of his personal data in accordance with Article 16 of the General Data Protection Regulation.
- 2.3.3. Stored customer data are subject to legal minimum storage periods guaranteed by Tipster. Upon request for deletion of the data, this period starts from the date of the requested deletion, corresponds to the legal provisions and the customer will be informed accordingly
- 2.3.4. Person-related data are stored on specially secured storage media or servers within Tipster and special cryptic. Upon request for information, the data will be made available to the customer in a readable format.
- 2.3.5. Automated classification, so-called profiling, i.e. an assessment of customer behavior based only on automated processes, does not exclusively take place at Tipster. The Profiling is also made by manual sightings and assessments and is not following any programmed logic.
- 2.3.6. A classification into racial, ethnic, religious, political or ideological data or the processing of genetic, biometric or sexually oriented data is not part of the processing of Tipster's personal data
- 2.3.7. As a customer, you have the right to withdraw your consent to the processing of personal data in accordance with Article 7 (3) or to restrict it in accordance with Article 18 of the GDPR. All data processed until then remain unaffected by this revocation. Upon cancellation, Tipster will inform all processors of personal data about the revocation
- 2.3.8. Tipster Limited has appointed a Data Protection Officer (DPO) for the Company. This can be reached by email at: DPO@tipster.de for you. Here you can request your data provided by you to Tipster and their processing and ask questions. The data protection officer will answer you as soon as possible or process it in the course of a request



2.4 Use of the account

- 2.4.1 Each account is intended for personal use only and may not be used for any professional, business or commercial purpose.
- 2.4.2 Customers are obliged to ensure that no third party, and in particular no person under 18 years, may access their accounts or passwords (either intentionally or unintentionally) or use their identity to access the Tipster website and its services. Wagers placed by third parties who know the user name or password will be treated as if made by the account holder himself. Customers are responsible for all transactions made by such third parties on their behalf. Tipster is not liable for any unauthorized use. Regardless of whether the third party has accessed the Tipster service with or without the consent of the customer, no resulting losses will be reimbursed.
- 2.4.3 Tipster may require you to change a password or close an account temporarily if there is a reason to believe that the company's security guidelines have been violated or misused.
- 2.4.4 By making a wager on Tipster, customers assert that they are permitted by their local laws to make such use of the Tipster service and that doing so does not violate any laws or regulations of such jurisdiction. Tipster reserves the right to restrict the use of the Tipster service at any time for whatever reason if there is evidence that the customer has breached the previous provision.
- 2.4.5 We recommend that you check your current account balance each time you log in. The customer is required to notify us immediately in writing of any required corrections. If making such claims, customers shall present not only the current account balance, but also all transactions since the last balance adjustment, so that we may conduct an audit in accordance with 3.1.6.
- 2.4.6 Either party may close the account immediately, temporarily or permanently if the other party does not fulfil its obligations under these terms. The pay-out of any remaining balance is subject to the provisions of these terms and conditions. The temporary or permanent closure of an account will not affect the legal rights or obligations of the parties.
- 2.4.7 Tipster reserves the right to reject any bets or wagers at any time without stating a reason. However, Tipster will endeavor to notify the customer of the reasons for the decision.
- 2.4.8 Tipster is not a financial institution and is not to be treated as such; no interest shall be paid on any account balances.
- 2.4.9 The credit can be offset against any amounts which the customer owes the company.
- 2.4.10 Customers accept that they may lose money when placing wagers and accept full responsibility for any such loss.
- 2.4.11 All account transactions can always be viewed online in real time.
- 2.4.12 If you have questions about your account, please contact our Customer Service Representative at support@tipster.de.
- 2.4.13 The Company reserves the right to change, add to or remove any of its services and its website at any time and without notice.
- 2.4.14. The Tipster customer support and any other Tipster-Services the customer is communicating with, will be communicate in a professional and kindful manner. The same is offered to the

Customer by all Tipster employees. Any rude or different kind of harassment in all communications will be recorded and can be judged by closing the account of the customer immediately. Tipster also reserves the right to take legal action in such cases.

2.5 Closing your account

- 2.5.1 The company may close an account at any time without any explanation whatsoever; however, Tipster will endeavor to notify the customer of the decision. The customer shall receive notification of the deletion of the account.
- 2.5.2 The customer may close an account at any time without notice for any reason on the condition that there is a balance in the customer's favor. To request that your account be deleted, send notice by email, fax or in writing to the aforementioned address.
- 2.5.3 Any credit balance, except in fraud cases, in the account at the time of closing will be credited, at the company's discretion, to the credit card account which was used or paid by bank transfer to the customer. Any winnings from wagers not settled prior to the closing of the account will be paid after the wager has been settled. Payouts can be done regarding points: 3.1.3., 5.3.2. and 5.3.7. Retained money will be treated in accordance with the law and, if necessary, handed over to the authorities
- 2.5.4 Notwithstanding the foregoing provisions in section 2.4, the company is entitled to block or delete with immediate effect a new account if:
 - 2.5.4.1 The customer is in breach of these terms and conditions or the rules governing wagers and sports betting;
 - 2.5.4.2 There are insufficient funds in the account to use the service;
 - 2.5.4.3 There are justified reasons to believe that the customer's funds are connected to illegal or fraudulent action. In this case, the company is not liable for any payments made by the customer beyond the law. The company will disclose (without breaching any obligation under these terms and conditions or the privacy policy) to the appropriate authorities upon their request any such information or documents related to the customer; (also point 2.1.4 and 2.1.6)
 - 2.5.4.4 The company suspects that the access to the account has been made by an unauthorized person;
 - 2.5.4.5 Statutory regulations require such blocking or closure;
 - 2.5.4.6 The customer objects to the use of his personal data required to maintain business operations in accordance with Article 7 General Data Protection Regulation
 - 2.5.4.7 There is a security issue or any other such problem which the company deems important or there is reason to fear damage to the good reputation of the company.
 - 2.5.4.8 A refund was made in the past and the formally credited money in the account wasn't wagered at all (point 5.3.6.1.)
 - 2.5.4.9 The Company has known or is getting knowledge that the Customer has already owned an earlier account that has been closed for gambling addiction prevention and / or is still closed or that the Client is making conspicuous remarks about gambling addiction

- 2.5.4.10 the conduct of the customer against one or more employees of the company is registered offensive or harassing (see 2.3.14)
- 2.5.5 Customers have the option of excluding themselves from making future wagers by making a request to block their betting account in writing by email or letter.
- 2.5.5.1 Self-Exclusion offers the option of self-pausing, which may be 24 hours, one week or from 1 month to 6 months. During this time, the player account for access is blocked and cannot be unblocked.
- 2.5.5.2 Customers also have the option of defining their own limits in their user account. This option is available under the Private section Security and Limits.
- 2.5.5.3 Limits can be set up as deposit limits (maximum deposit), as betting limits (maximum betting amount) and as loss limits (maximum loss) set up for days, weeks or months.
- 2.5.5.4 Reductions of limits become immediately active, increases become active after a statutory period of 7 days. These settings are required by law and cannot be changed by exceptions.
- 2.5.6 The customer is prohibited from transferring, buying or selling an account from or to another player.
- 2.5.7 The customer is prohibited from transferring funds between accounts.
- 2.5.8 Your account will be deemed an inactive account if you have not logged into your account for a period of three months. Any inactive account shall not be charged an administrative fee. If you have not logged into your account for a period of 30 (thirty) months, your account will be deemed a dormant account, in this case the company shall remit the balance to the Malta Gaming Authority (MGA).

2.6 Management of the Tipster Account

Tipster reserves the right at its own discretion and at all times to:

- 2.6.1 decline to open an account and/or to close an existing account without any explanation whatsoever;
- 2.6.2 decline to accept deposits without any explanation whatsoever;
- 2.6.3 request documents to verify
- (1.) the fully identity of the account holder ,
 - (2.) to discover the origin of the source of funds or to have them determined by a third party designated by Tipster
 - (3.) his/her authorization to use a specific payment method, and/or
 - (4.) other facts and information provided by the account holder.
- This can be requested at any time and Tipster reserves the right to exclude an account from possible use during interim reviews or to temporarily suspend it until the completion of the check is done.
- 2.6.4 transfer and/or license, without prior notice,

- data regarding an account holder to any other legal entity (3rd party), in any country, ultimately managed or controlled or advised by Tipster, subject to Tipster guaranteeing that said data at all times is transferred and managed in accordance with applicable laws, data protection acts, and/or similar;
 - the rights and liabilities regarding an account holder to any other legal entity, in any country, ultimately managed or controlled or advised by Tipster, subject to Tipster guaranteeing the liabilities being honored;
- 2.6.5 Hold and manage funds belonging to account holders in accordance with generally accepted guidelines for cash management regarding such funds; this may include a financial institution and/or a payment solution provider being entrusted to hold funds in the name of and/or for the benefit of account holders;
- 2.6.6 forfeit and/or confiscate funds available on a Tipster account and/or refuse to honor a claim, in the event that, directly or indirectly
- (1) the Tipster Rules have been violated and/or
 - (2) other unauthorized activities have occurred in connection with a betting event and/or the operation of a Tipster account (such as, but not limited to, breach of the law or other regulations, breach of a third party's rights, fraud, and cheating);
- 2.6.7 suspend and/or cancel the participation of an account holder in the games, promotional activities, competitions or other services, whenever Tipster has the opinion that there are legitimate concerns that a Tipster account is, has been, or may be used for illegal, fraudulent or dishonest practices; this includes the prevention of gambling problems as well.
- 2.6.8 To block or limit the player's account when a user is identified as an exposed person. This also applies to individuals and celebrities who are or were active in one of the offered sports (as active or inactive professional athletes) from the Tipster Service and Sportsbook.
- 2.6.9 suspend and/or cancel the participation of the account holder in the services, and/or forfeit and/or confiscate funds available on their Tipster account if the account holder is found cheating, or if it is determined by Tipster that the account holder has employed or made use of a system (including machines, robots, computers, software or any other automated system) designed to defeat or capable of defeating the client application and/or software.

3. PAYMENTS AND SECURITY

3.1 Payments

- 3.1.1 The wager account will be held exclusively in euro (EUR, €). Other currencies may not be used. No lines of credit will be made available. A prerequisite for placing a bet is having a credit balance equal to or higher than the wager amount.
- 3.1.2 The following deposit options are available:
- Paysafecard (immediately)
 - Credit card (MasterCard and Visa, immediately)
 - SOFORT Banking (immediately)
 - Skrill (immediately)

- Bank Transfer (up to five working days)

Deposits shall be made under the condition that the billing address matches the address specified during registration. Other methods of payment may be accepted at our discretion. The customer will be informed of any costs associated with the use of alternative payment methods. Deposits may be made at any time (for free) by bank transfer (see bank account information) or by credit card. Upon receipt of deposit in the company's bank account or electronic confirmation of the credit card payment, the deposit amount will be credited to the account. Only one credit card or other payment method for deposits and / or withdrawals may be used per account. A frequent or constant change in the payment methods is not allowed

- 3.1.3 Tipster shall not make a payment out of a player's account to a player until the player's identity, age, current place of residence and used payment method have been verified. Tipster also reserves the right to identify a player with the help of a third party in order to confirm unequivocally all identification details of a player. Tipster will, at the request of the registered and fully verified player in whose name a player's account is established, remit the funds standing to the credit of the verified bank account (eWallet or Credit Card) to the player by no later than five working days, if practicable, after receipt of the request.
- 3.1.4 With regard to fees, taxes or charges levied on winnings from the Tipster website, the customer is solely responsible for declaring, paying, and documenting the same with government or other authorities.
- 3.1.5 The following pay-out methods are available:
- Skrill (immediately after approval)
 - Bank Transfer (up to five working days)
- Other payment methods for deposit and pay-out can be added at Tipsters discretion in the future too. Any withdrawal request is manually or technically reviewed by the company's employees prior to any payment. The customer shall receive notification by email once the pay-out has been processed and approved.
- 3.1.6 The customer is required to fully settle any outstanding account balances. If money is credited to or debited from an account in error, the customer must notify us immediately. All amounts erroneously credited to an account are to be repaid immediately. All amounts that were incorrectly debited from an account will also be refunded immediately. Funds credited to an account in error may not be used by the customer to place wagers. Tipster reserves the right to declare null and void any transactions paid from such funds. Each party agrees to indemnify the other party from claims relating to funds credited or debited in error.
- 3.1.7 The customer agrees to make no credit card charge-backs and not to reverse any other payments made. All costs and damages resulting from such charge-backs will be billed to the customer. In addition the player account will be closed immediately and pending pay outs declined until the case is resolved. Tipster also reserves the right to take legal action in this case and to inform authorities about possible abuse.
- 3.1.8 The company reserves the right to block an account on mere suspicion of credit card fraud; this shall apply in particular to the use of stolen credit cards or other fraudulent acts. The company has the right to reverse any pay-out made to a credit card and restore the funds to the account. The company is not liable for the misuse of credit cards.



- 3.1.9 With the fulfillment of certain criteria, Tipster reserves the right to pay bonuses. The criteria are determined at the time of the bet and can be announced on the website or in emails. The specified bonus will be automatically or manually credited to the customer account when the criteria are met.
- 3.1.10 Tipster has the right and will use it to monitor every payment by manual, technical or electronical processes.

3.2 Security

- 3.2.1 The account balance is covered by cash or an equivalent. The company guarantees that the balance on the account is available in full for immediate withdrawal. All deposits and withdrawals from an account are made online in real time (Malta) and are secured by VeriSign.
- 3.2.2 Access to an account is possible only with your unique user name and individual, personal password.
- 3.2.3 The customer himself is responsible for maintaining the confidentiality of user names and passwords. The company is not required to store this data in the event that the customer misplaces, forgets or loses it or is otherwise not in a position to access the Tipster website, unless such situation is due to company error. If a customer stores login data on a storage device in order to access the account from different computers or to secure account information, it is done on his own risk.

4. RESTRICTIONS ON THE USE OF THE TIPSTER WEBSITE

- 4.1 The company is not authorized to accept bets from persons under the age of 18. The customer declares upon registration that he or she is over 18 years old and mentally able to take responsibility for his or her own actions and that he / she has no gambling problems and / or the risk of dependency on gambling problems exists. The company reserves the right to declare wagers placed by minors (or those that it suspects have been placed by minors) void. The customer acknowledges that gambling by minors constitutes a criminal offence.
- 4.2 Any fraudulent, criminal or suspicious activities will be reported to the relevant authorities and agencies without exception.
- 4.3 The company reserves the right to declare all wagers for null and void, made by a group of persons suspected of acting with conspiratorial intent to defraud or rig the betting. This group may include persons, relatives, organizations, bookmakers, and their employees/agents.
- 4.4 The employees, officers, staff members, consultants, agents or affiliates of the company or its subsidiaries or affiliated companies and their respective dealers, suppliers or vendors may not use the Tipster website or the mobile application (APP), either directly or indirectly, for betting on it. Exceptions are test accounts, which have been set up for technical monitoring and which do not have influence to the betting events. This restriction also applies to the relatives of such persons. In this context, the term “relative” refers to spouses, life partners, parents, children or siblings.
- 4.5 The Tipster website is only available to persons who live in jurisdictions where participation in such a service is legal and not prohibited. The customer warrants the company that he or she is not accessing the website or its services from within a jurisdiction where such gambling or wagers are prohibited. Furthermore, the customer warrants not to access the website and not to register on the website if he or she is a national of a state that prohibits its citizens from participating in gambling, irrespective of location. The customer acknowledges sole responsibility for checking local laws which may prohibit the use of the Tipster service. It is advisable to seek legal counsel prior to registration to ensure that use of the service is in no way contrary to these laws. The company assumes no responsibility if a customer violates local or national laws.
- 4.6 Notwithstanding the above clause, registering on the website and using its services is prohibited for citizens of the United States of America and all others who are domiciled in the United States. The company shall declare any and all wagers void made from or assumed to have been made from within the United States.
- 4.7 Tipster reserves the right to use technical, digital or other procedures to verify the authenticity of the data submitted by the customer in order to assess the continuation of the existing business relationship.

5. THE WEBSITE

5.1 Placing a bet

- 5.1.1 By placing a bet, the customer's account will be debited the amount of the wager. The account of customers registered in Germany will be debited the amount of the wager plus a "betting tax" of 5 % of the wager. The customer is obliged to check the bet on the completed betting slip before submitting. After the wager is submitted, it may not be cancelled or altered. The company is entitled to refuse any wager in whole or in part without giving any reason.
- 5.1.2 If a customer places multiple bets, they are processed in the order in which they are received on the central computer of Tipster.
- 5.1.3 Multiple bets may be deemed as a single wager if the customer repeatedly places identical wagers, meaning bets identical in match, outcome, and wagered amount. The company reserves the right to declare bets for void if there is evidence of collusion between two or more customers. If a bet is voided, it will be evaluated at the rate of 1.0; in that case the player will receive the amount of the wager only.
- 5.1.4 The acceptance of bets and their payouts can be limited to different limits. These includes, in particular, betting limits, betting slip limits, maximum winnings, and the customer's personal wagering limit. These limits are subject to change and will be listed on the betting slip or your account. However, the company Tipster reserves the right to limit the amount used or to change the odds and the payout or limit before a bet is placed or suspected manipulation, made arrangements (with several other customers) or otherwise Discrepancies to limit, modify or cancel these subsequently. The betting account will be blocked in these cases and, if necessary, forwarded to the authorities for further investigation. A payout of funds, also a possibly unused deposit amount is rejected until the investigations by the authorities have come to a conclusion that a withdrawal is justified. In other cases, the money is frozen.
- 5.1.5 All prices are subject to fluctuation. Any bet adopted after the official start time will be declared void, unless otherwise indicated.

5.2 Valid bets

- 5.2.1 A wager is deemed accepted if confirmed and a betting slip number is assigned; the bet will then be displayed under "My Bets" (see betting rules).
- 5.2.2 By submitting a wager, customers acknowledge the rules for placing wagers and sports bets and having understood the same, as well as the process and the risks involved in online gambling in general.
- 5.2.3 The company assumes no responsibility if a bet cannot or could not be placed, regardless of cause. Such causes may include computer malfunctions or failures and failure of telecommunications services or internet connections. We do not recognize any wagers that have been transmitted, but have not been confirmed according to 5.2.1 above.

- 5.2.4 The use of AI systems or software (AI = Artificial Intelligence), especially machines, computers, software or other automated systems developed to manipulate the software on the Tipster web site and / or gain an advantage to provide the bet is prohibited. Winnings on wagers resulting from the unauthorized use of such systems will be forfeited and will result in the blocking of the customer account. A refund of the deposited amount is hereby objected in advance and the amounts are transferred to the competent investigative authorities.
- 5.2.5 Tipster reserves the right to monitor the use of the website by the customer through appropriate technical, digital or other methods.

5.3 Winnings

- 5.3.1 All winnings are automatically credited to your account after the results have been confirmed.
- 5.3.2 The winnings declared as pay-out will be paid into the same payment account from which the original payment was initiated. This is called “closed-loop-policy” regarding to the European money laundering law to avoid money laundering and terrorist financing. The company reserves the right to take all necessary measures to confirm all transaction details. This will be done within a reasonable time frame.
- 5.3.3 The company is not responsible for lost, late, illegible, incomplete, damaged or misdirected documents, requests, prize claims or notifications sent by the customer to the company or those requiring postage due. All enquiries, prize claims or correspondence received by our office in Malta become the property of the company upon receipt and will not be returned to the customer. Therefore, it is recommended that you keep copies of these documents.
- 5.3.4 The max. winnings per customer per week is 1 000 000 € (million). If identical or similar betting slips are issued by a customer, only a total profit of € 100,000 (one hundred thousand) can be obtained. If a customer has opened more than one account and uses these accounts to make identical or similar wagers, then only a total profit of € 100,000 (one hundred thousand) can be obtained and Tipster reserves the right to block these multiple accounts as suspected fraud and deny the payout.
- 5.3.5 All funds will be paid by the chosen and verified payment method, when requested by the customer, by clicking on the “pay-out” button. The customer may request that the funds be paid out in whole or in part at any time, unless
- 5.3.5.1 the balance on the player's account consists of bonuses or winnings from bonuses that have not yet been betting in accordance with applicable wagering requirements
 - 5.3.5.2 the customer is making an initial payment request and has not fulfilled the necessary conditions (see initial payment – 5.3.7);
 - 5.3.5.3 the verification of personal customer data reveals that the data is not truthful or the customer has more than one betting account (in these cases, the betting account will be frozen and all bets on this betting account will be cancelled).
- 5.3.6 Funds will be paid to the customer at no charge, unless
- 5.3.6.1 the customer demands, with a comprehensible explanation, the payment of an amount^[FO1] that has not been wagered (see 5.3.5.1). In this case, when Tipster were clearly convinced, a processing fee of 8 % of the requested amount will be deducted from the

betting account – accompanied with the full lock of the account and account holder for lifetime;

- 5.3.6.2 the customer demands the payment of an amount less than € 10. In this case, a processing fee of € 5 will be levied. (This does not apply in the event of an account closure if the entire balance is less than € 10);
- 5.3.6.3 the customer requests a transfer to be paid into a bank account for which an EU standard transfer is not possible. For such international transfers, all fees are payable by the recipient.
- 5.3.7 The customer's first pay-out may only be made after the customer's identity has been fully verified with a copy of the customer's passport or identification card, his proof of address (invoice bills like electricity, water, gas or landline phone or an official government residence statement) and a proof of his used payment method. All documents can be submitted via post, email or fax.
- 5.3.8 All pay-outs will be paid into the same account from which the payment was initiated. (see Point 5.3.2)
- 5.3.9 Tipster reserves the right to aggregate multiple payouts of a player as a sum and to aggregate further payouts in a given period. With the payment to the customer, Tipster provides the information about the summarized payment and the amounts contained therein.

5.4 Disputes

- 5.4.1 If there is a dispute not governed by these terms and conditions, the Tipster Support Team (support@tipster.de) will endeavor to settle it in a fair and just manner using our internal complaints procedure.
- 5.4.2 Complaints regarding wagers and/or winnings must be made in written form by email or fax within 14 business days after the bet has been decided. After this deadline, all bets shall be deemed approved by the customer.
- 5.4.3 Any dispute which is not resolved to your satisfaction may be forwarded on request to the Independent Betting Adjudication Service (IBAS).
- 5.4.4 If the player does not agree with the proposed solutions, the dispute may be forwarded to the Malta Gaming Authority (Building SCM 02-03 Level 4, SmartCity Malta, Ricasoli SCM1001, Malta; Tel. +356-25459000, www.mga.org.mt) or also by email to complaints@mga.org.mt. The decision by the Malta Gaming Authority shall be final and binding.

6. DISCLAIMER AND TIPSTER WEBSITE AVAILABILITY

- 6.1 The company is dedicated to operating the Tipster website with reasonable skill and care. Unless required by law, the company makes no guarantee or warranty, express or implied, with respect to the Tipster website and its services.
- 6.2 The company makes no warranty that the Tipster website and services will fulfil the requirements of the customer, be available without interruption, or function in a timely, secure or error-free manner. The company also assumes no guarantee that defects will be corrected or that the Tipster website and applications are free of viruses or bugs. In addition, the company disclaims any warranty as to the full functionality, accuracy, and reliability of the data provided by the company, the success in using the website or the accuracy of information provided to the customer on the website. Disruptions or failure of the online service should be reported promptly by email to support@tipster.de. We will attempt to correct the fault as soon as possible.
- 6.3 Access to the Tipster website or applications may be occasionally restricted to allow for repairs or maintenance or the introduction of new services. In this case, the company will try to restore the online service as soon as possible.

7. LIMITATION OF LIABILITY

- 7.1 By registering, customers acknowledge that the use of the Tipster website is at their own risk.
- 7.2 The company shall not be liable for any loss of data or content uploaded or transmitted to or via the Tipster website. You acknowledge that neither Tipster nor any other party belonging to Tipster shall be liable for any damages that may result from changes to, or the temporary or permanent cessation of the Tipster website.
- 7.3 The company reserves the right to discontinue the Tipster website in whole or in part at any time. If this right is exercised, the customer has no basis for damages or other claims.
- 7.4 The company is not responsible for typographical errors, technical or human error during the operation of the Tipster website. In case of error, the company reserves the right either to declare those bets affected void or to correct the error. If a correction made by the company affects the terms of a wager, the customer will receive the opportunity to accept the revised terms before the bet is deemed corrected.
- 7.5 If the company should be found in breach of these terms and conditions, the company is only liable for compensation of damages it has caused. Claims of accountability shall be subject to the last time the customer accepted the general terms and conditions.
- 7.6 Any damages pursuant to the above clause are limited to the amount that corresponds to the maximum pay-out limit.
- 7.7 Under no circumstances shall the company be liable for indirect consequential damage or losses allegedly caused by the Tipster website or its content. These include in particular: delays or interruptions in operation or transmission; failure of data transmission lines; the use or misuse of the website, its services or contents in general by the customer or third parties; inaccurate or incomplete information provided on the website; loss of business, loss of profits, business interruption, loss of business information or any other pecuniary or consequential damages.
- 7.8 We are not liable for violations of these terms and conditions caused by circumstances beyond our control.
- 7.9 The company reserves the right to discontinue the website and its services in whole or in part at any time. In such a case, all customer claims for pay-out shall be waived, with the exception of customer funds deposited in the customer account.

8. INTELLECTUAL PROPERTY RIGHTS

The company grants the customer a non-exclusive, non-transferable, and non-sub-licensable right to use the computer programs downloaded from the website (the “software”), and to install any content derived therefrom only in connection with its services in accordance with these terms and conditions. This includes copyrights and intellectual property rights thereto. The customer is allowed to install the software on a hard drive or other storage devices and to create backup copies for personal use in connection with the use of the service through a computer whose main user is the customer.

- 8.1 The customer may not
 - 8.1.1 use for, copy or modify the software, or create derivative works thereof, nor distribute the software in whole or in part, nor do modifications, transcription or merged portions thereof, except to the extent to which the foregoing acts are allowed by law;
 - 8.1.2 decode, reverse engineer, disassemble, decompile, or otherwise translate or convert the software or any portion thereof, except to the extent that the foregoing acts are permitted by law;
 - 8.1.3 transfer, lend, lease, assign, rent or otherwise sublicense the software;
 - 8.1.4 remove references to copyright, proprietary or similar notices from the software (or copies thereof);
 - 8.1.5 make the software available to third parties through a computer network or in any other manner.
- 8.2 The “Tipster“ brand, the www.tipster.de website, and all other trademarks, service marks or trade names used by the company (trademarks), and all materials of the Tipster website (especially all software, texts, methods, concepts, images, graphics, video and audio) are owned by the company, include the rights to intellectual property and are under copyright. You acknowledge that you have no rights to the trademarks or materials referred to herein and no claim to such rights is granted by the use of the Tipster website. It is expressly forbidden to make use of these trademarks without the prior consent of the company.

9. NOTIFICATION REQUIREMENT

In the event of a disagreement with respect to a result, decision or other action related to a wager, a complaint may be made in writing within 14 business days after the incident by email to support@tipster.de or by letter to the company at Tipster Ltd., Melita Court, Level 1, Giuseppe Cali St c/w Abate Rigord St, XBX1420, Ta’Xbiex, Malta. All responses from the company will be sent to the email address provided by the customer during registration (if not otherwise stipulated in these terms and conditions).

10. GENERAL PROVISIONS

- 10.1 These terms and conditions, in their current version, govern the business relationship between the customer and the company with respect to the use of the Tipster website and services.
- 10.2 By accepting these terms and conditions, the customer expressly declares consent with the same in their present form. The customer also declares that no supplementary agreements have been made. In addition, the customer may not rely on ambiguous wording herein, unless such wording was chosen for negligent or fraudulent reasons, regardless of whether such information has become an integral part of these terms and conditions or not.
- 10.3 The customer's rights granted in these terms and conditions are not transferable to other parties. The company may transfer its rights and obligations granted herein to a third party, provided that the customer's rights are not compromised.
- 10.4 If these terms and conditions do not explicitly state that a third party can derive a legal right from the same, the legal relationship formed under these terms and conditions and any subsequent contracts are made solely between the customer and the company. All legal claims made by third parties under these terms and conditions are excluded.
- 10.5 If any part of these terms is invalid, void or for any reason unenforceable, such provision shall be severed from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.
- 10.6 The waiver by the company of a portion of these terms and conditions is valid only for a specific incident and neither change these terms and conditions nor represent a general waiver of claims.
- 10.7 These terms and conditions do not in any way constitute agency, partnership or other form of joint enterprise between the customer and the company.
- 10.8 In the event of any inconsistency between these terms and conditions and other documents included by reference to these terms, these terms and conditions shall take priority.
- 10.9 We provide a feature, available on our website and/or on the downloadable application, allowing you the possibility to share your betting slip. If you make use of this feature you agree to and are solely responsible for ensuring that the betting slip is not shared with any person who is under eighteen (18) years of age (or the minimum age applicable for gambling in your jurisdiction) or other vulnerable persons. You are solely responsible for any breaches or offences which may be associated with sharing your betting slip. You also confirm that you understand and accept that your sharing of the betting slip is without prejudice to the provisions of these terms and conditions and that you will at all times comply with these terms and conditions, as may be amended from time to time. We may subject the use of this feature to conditions which you must comply with (as amended from time to time) and we may discontinue offering this feature at our own discretion.

11. RULES FOR PLACING BETS / SPORTS RULES

These terms and conditions include the betting and sports rules that regulate, among other things, the services offered on the website, the gaming rules and the processing of wagers by the company. By accepting these terms and conditions, the customer declares that he or she has read, understands, and accepts the betting rules and regulations.

12. RESPONSIBLE BETTING

- 12.1 Tipster is committed to supporting responsible betting by promoting awareness of problem gambling and improving prevention, intervention, and treatment of the same.
- 12.2 The principles of Tipster on responsible gambling document our commitment to minimizing the negative impact of problem gambling behavior and promoting responsible gaming practices.

13. DATA PROTECTION

In our privacy policy, you will find detailed information on the use and management of personal customer data. By accepting these terms and conditions, the customer declares that he or she has read, understands, and accepts the privacy policy.

14. EFFECTIVE DATE

These terms and conditions will enter into force on 25th May 2018 at midnight (00:00 am), Central European Standard Time. Version: 4.1.1

15. GENERAL

- 15.1 The interpretation, validity, and fulfilment of this agreement are subject to the laws of Malta.
- 15.2 All versions of our terms and conditions are to reflect the same principles. In the unlikely event of a discrepancy between a non-English version and the English version of these terms and conditions, the English version prevails.