

Terms of Service

1. Introduction

1.1 These Terms of Service ("Terms") govern the contractual relationship between Upstakes s.r.o., with its registered office at Klimentůvská 2066/19, Nové Město, Praha 1, 110 00 Praha, Czech republic, ID No.: 23365480, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C 425958 ("Upstakes", "we", "our"), and the user ("User" or "Player") participating in skill-based poker challenges with the potential to qualify for staking, as described below.

1.2 By registering and participating in the Challenge, the Player agrees to be legally bound by these Terms pursuant to Section 1746(2) of the Czech Civil Code (Act No. 89/2012 Coll.).

1.3 Upstakes is a private skill-based analytics and staking platform for poker players. It does not constitute a gambling service under Section 3 of the Czech Gambling Act No. 186/2016 Coll., as (i) no monetary bets are placed (the entry fee is the price for the provision of a service – a skill-based test) (ii) outcomes depend on player skill and knowledge (not on chance), (iii) any potential offer of staking is not a prize or payout of a monetary amount, but a separate commercial relationship established by a specific cooperation agreement and (iv) participation in the Challenge alone does not entitle the Player to any monetary reward.

2. Participation in the Challenge

2.1 For the purposes of these Terms, the "**Challenge**" is an interactive poker simulation to test the decision-making skill of the Player consisting of a fixed number of model poker scenarios based on Game Theory Optimal (GTO) principles. Each scenario offers a set of possible responses, which are evaluated according to their alignment with GTO principles. The responses are weighted and assigned corresponding point values, such that certain responses may be more consistent with GTO principles than others, and the Player's performance is assessed on the basis of the cumulative score achieved.

2.2 The purpose of the Challenge is to assess the Player's knowledge and decision-making skills in simulated game situations, where success depends exclusively on the Player's skill.

2.3 The Challenge is conducted in a simulated, risk-free environment with virtual content; no actual money is won or lost. The challenge serves exclusively to assess decision-making skills and is not financial wagering.

2.4 Participation in the challenge requires user registration and selection of a challenge tier, each with a corresponding entry fee set by Upstakes.

2.5 The Challenge is available only to individuals aged 18 or older and residing in jurisdictions where participation is legally permitted. Upstakes reserves the right to refuse participation to users from restricted countries or with legal limitations.

2.6 The Challenge consists of a fixed number of poker situations, each subject to a strict time limit.

2.7 The Player must complete the entire Challenge in a single uninterrupted session.

2.8 The Challenge may not be repeated under any circumstances unless a verified technical error, not caused by the Player, has occurred. In such cases, the incident will be subject to internal review by Upstakes, and based on the outcome of that review, Upstakes may either issue a refund or grant access to a new challenge, at its sole discretion.

2.9 If the Player fails to complete the Challenge, unanswered scenarios will be automatically marked as incorrect.

2.10 The Challenge is a skill test only and does not represent an offer or guarantee of financing, or any future cooperation.

2.11 The Player must complete the Challenge personally, without any assistance from third parties or the use of any software tools, solvers, or other real-time assistance solutions.

2.12 Any use of unauthorized tools, software, or third-party assistance is strictly prohibited. Violations of this rule may result in disqualification, loss of access to

the platform, and, subject to full GDPR compliance, inclusion in an internal or public blacklist maintained by Upstakes in justified cases.

2.13 After completing the Challenge, the Player must not use, sell, disclose, share, or otherwise make available any questions, answers, structure, or any part of the Challenge for the purpose of enabling or assisting other persons to successfully complete the Challenge, whether for consideration or free of charge.

3. Entry Fees

3.1 The fee for the Challenge varies depending on the selected Challenge variant. More information about the individual variants and the applicable fees is available on our website. Upstakes reserves the right to provide its services also under individually agreed conditions. Any individually agreed conditions are determined by Upstakes at its sole discretion. Discounts and other benefits cannot be combined unless expressly stated otherwise by Upstakes.

3.2 The fee is payable for making the Challenge accessible. The Player is not entitled to a refund of the fee, in particular, but not exclusively, in the following cases: if they cancel their account, terminate the contract with Upstakes, fail to complete the Challenge, fail to meet the Challenge conditions, or breach these Terms.

3.3 Upstakes reserves the right to unilaterally change fees and Challenge parameters at any time, including parameters for their successful completion. The change will not affect Challenges ordered before the announcement of the change.

3.4 The fee for the Challenge variants is set in euros. If you choose to pay in a currency other than the euro, the fee amount for the selected Challenge variant will be converted from euros into the chosen currency according to our exchange rate, and the total amount for payment in the chosen currency will be automatically displayed so that you know the amount before confirming your order. The Customer acknowledges that if payment is made in a currency other than the one selected on the website, the amount will be converted according to

the exchange rates applicable at the time of payment. Entry fees are inclusive of all taxes.

3.5 If the Player is an entrepreneur, they are obliged to fulfil all their tax obligations in connection with the use of Upstakes services under the applicable legislation and, if required, to duly pay the tax or other charges.

3.6 For the Challenge, the order is completed – and the contract between you and Upstakes is concluded – at the moment the entry fee for the selected Challenge option is paid via Upstakes platform.

4. Qualification and Evaluation

4.1 The Challenge consists of 100 scenarios. Each scenario has a predetermined GTO solution, which is considered the correct answer. The best answer is awarded 2 points. In some scenarios, there may also be alternative answers that are considered acceptable but not optimal; these are awarded 1 point. An incorrect answer is awarded 0 points. The maximum achievable score in the Challenge is therefore 200 points.

To qualify for staking consideration, the Player must achieve **a minimum overall score of 75%** accuracy (i.e., at least 150 points out of 200). In addition, the Player must reach **a minimum of 60% accuracy in each of the five categories** (early stage, middle stage, money bubble stage, late stage, final table).

Accuracy is calculated as $(\text{total points scored} / 200) \times 100$.

4.2 Successfully completing the Challenge does not automatically entitle the Player to receive staking. The decision to offer staking is at the sole discretion of Upstakes and is not subject to appeal or review.

4.3 Upstakes may deny staking even after successful completion of the Challenge, particularly in the following cases: a) the Player's refusal or failure to sign the standard staking agreement in the form required by Upstakes; b) there are reasonable concerns about the Player's integrity, legal background, or potential reputational risks.

5. Staking Agreement

5.1 If Upstakes chooses to offer staking, the Player will be required to sign a staking contract, which shall include: a) staking amount and bankroll management terms; b) the revenue-sharing structure between Upstakes and the Player; c) performance conditions, termination clauses; d) reporting obligations and conduct requirements.

5.2 No staking will be granted without a duly signed agreement.

5.3 Refusal to sign the staking agreement is not grounds for a refund of the challenge entry fee.

6. Confidentiality and Prohibited Disclosure

6.1 All challenge content, including scenarios, answers, evaluations, and feedback, is confidential and proprietary information owned by Upstakes.

6.2 The Player is strictly prohibited from recording, reproducing, sharing, publishing, transmitting, or otherwise disclosing any part of the challenge content.

6.3 In case of breach of Players obligations under clauses 5.1 or 5.2, Upstakes is entitled to claim a contractual penalty of up to EUR 5,000 (or the equivalent in CZK based on the official exchange rate). The imposition of a contractual penalty under this Clause does not limit Upstakes right to seek full compensation for damages.

6.4 Upstakes also reserves the right to restrict platform access and internally record violations. Public listing (e.g., blacklisting) of personal data will only occur if permitted by law and justified by a legitimate interest or legal obligation, including but not limited to breaches of section 2.11 and 2.12 (*unauthorized assistance or cheating*). The blacklist is maintained on the basis of the Upstakes legitimate interest in protecting the platform from fraudulent behaviour and contractual breaches. Data on the blacklist is retained for as long as necessary to fulfil this purpose, but no longer than 5 years from the last recorded incident, unless a longer period is required by law.

6.5 A breach of confidentiality may result in civil or criminal liability under applicable laws.

7. Intellectual Property and Liability

7.1 All intellectual property on the platform, including challenge structure, GTO content, algorithms, and evaluation system, is the sole property of Upstakes and may not be used without prior written consent.

7.2 Upstakes shall not be liable for any direct or indirect loss, consequential or punitive damages, including loss of profits or opportunity cost, incurred by the Player as a result of participation, evaluation, or any staking decision.

7.3 Participation in the Challenge does not guarantee income, employment, staking, or any binding relationship with Upstakes.

8. Refund Policy

8.1 The Player acknowledges that the Challenge constitutes digital content provided immediately upon payment and expressly waives the right of withdrawal in accordance with Article 16(l) of EU Directive 2011/83/EU and Section 1837(l) of the Czech Civil Code.

8.2 No refunds shall be granted once the Challenge has been accessed or started.

8.3 Upstakes is not liable for temporary unavailability due to maintenance, technical errors, force majeure, or internet outages. Compensation is at Upstakes sole discretion.

8.4 You acknowledge that to use Upstakes platform, you must obtain appropriate technical equipment and software, including third-party software, at your own responsibility and cost. Upstakes website is accessible from most commonly used web browsers. Obtaining internet access, purchasing devices and a web browser, and keeping them updated is your responsibility and at your expense. Upstakes does not provide any warranty regarding the compatibility of the Challenge with any particular device or program. Upstakes does not charge any additional fees for internet access.

9. Limitation of Liability

9.1 We will provide the Challenge and related services with reasonable care and skill. However, the Challenge and related services and content are otherwise provided on an “as is” and “as available” basis. This means we do not promise

that the Services will be uninterrupted, error-free, or always meet your expectations.

9.2 Nothing in these Terms excludes or limits any statutory rights you have as a consumer under applicable law, including rights in relation to defective services.

9.3 To the fullest extent permitted by law, we are not liable for any loss or damage that was not caused by our breach of these Terms or our failure to exercise reasonable care and skill. In particular, we are not responsible for:

- a) loss or damage that you and we could not reasonably have foreseen when you agreed to these Terms;
- b) loss of business, loss of profits, or loss of data, where you are using the Services for non-business purposes;
- c) any failure or delay in performing our obligations due to circumstances beyond our reasonable control.

If we are found liable for any loss or damage, our total liability will not exceed the amount of the fee you paid for the Challenge that caused the loss or damage, unless applicable law requires otherwise.

10. Consumer-Specific Provisions, Communication

10.1 The Czech Trade Inspection Authority, residing at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website: <https://www.coi.cz/informace-o-adr/> is competent for out-of-court settlement of consumer disputes. For online dispute resolution, you can also use the platform at: <https://www.ec.europa.eu/consumers/odr>.

10.2 You acknowledge that all communication from Upstakes or its partners in connection with the provision of Upstakes services will take place through the Upstakes platform or your e-mail address, which you register with us. Written electronic communication by e-mail or through the Upstakes platform is also considered to be written communication.

10.3 Our contact e-mail address is **support@upstakes.io** and our contact address is Klimentská 2066/19, Nové Město, Praha 1, 110 00 Praha, Czech republic

11. Data Protection (GDPR)

11.1 Upstakes processes personal data in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation – "GDPR") and Czech data protection legislation.

11.2 The categories of personal data processed include: a) identification data (name, surname, username); b) contact details (email, phone); c) challenge performance data and statistical metrics; d) technical data (IP address, device ID, session records).

11.3 The purposes of processing are: a) providing the challenge service; b) evaluating Player performance for staking purposes; c) compliance with legal obligations; d) fraud detection and platform security.

11.4 Personal data will be retained only as long as necessary for the purposes above, but no longer than 5 years after the User's last activity, unless a longer period is required by law.

11.5 The User has the right to request access, rectification, erasure, restriction, or portability of personal data, as well as the right to object to processing.

11.6 In case of suspected violation, the User may file a complaint with the competent data protection authority.

12. Final Provisions

12.1 These Terms represent the complete terms agreed between you and Upstakes and replace all previous agreements relating to the subject matter of the Terms, whether oral or written.

12.2 Upstakes may assign any claim arising from these Terms or any contract to a third party without your consent. You consent that Upstakes may transfer its rights and obligations from these Terms or any contract or parts thereof to a third party as assignor. The Player may not transfer or assign any rights or obligations from these Terms or any contract or any claims arising therefrom, in whole or in part, to any third party.

12.3 If any provision of these Terms is found to be invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid

provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

12.4 Both parties assume the risk of a change in circumstances within the meaning of Section 1765(2) of the Act no. 89/2012 Coll., Civil Code.

12.5 Upstakes reserves the right to modify these Terms at any time. Users will be notified of changes via email or platform notification at least 7 days before the change becomes effective. If the User does not agree to the change, they are entitled to refuse it. The User must do so no later than the last working day before the change takes effect by sending a refusal to support@upstakes.io. Upon receipt of such refusal, the contract will be terminated. If the User does not refuse the change, it will be deemed that they agree with the amended Terms.

12.6 The updated Terms become effective upon publication.

12.7 Upstakes is entitled to terminate the contract with Player with immediate effect if providing services under the contract would affect the ability of Upstakes to comply with legal obligations or orders/decisions of governmental or other regulatory bodies.

12.8 These Terms are governed by the laws of the Czech Republic. Any disputes shall be subject to the jurisdiction of the competent courts in the Czech Republic. This clause does not deprive consumers of the protection provided by mandatory legal regulations of the EU Member State or any other jurisdiction.

12.9 The language of these Terms is English. In case of discrepancies between language versions, the English version shall prevail. The Player represents and warrants that they have sufficient command of English to understand these Terms and to participate in the Challenge.