

GENERAL TERMS AND CONDITIONS

FOR SUBSCRIBING TO THE BEAFFILIATES.PL PROGRAM

BETWEEN:

Equinox Limited, a member of the Betclic Group, registered under the laws of Gibraltar, company number 103831, whose registered office is at Sovereign Place, 117 Main Street, GX11 1AA Gibraltar, referred to hereinafter as "**Equinox**", "**we**", "**us**", "**our**",

AND

the entity as specified through the application form available on the Beaffiliates.PL platform, and subsequently approved in writing via e-mail or other electronic means, referred to hereinafter as "**Affiliate**", "**you**", "**your**",

referred to hereinafter separately also as a "**Party**" and jointly as the "**Parties**",

whereas:

- (i) The Beaffiliates.PL program has been created for the promotion of the "Betclic" brand in Poland and is managed by BEM Operations Limited, a company registered under the laws of Malta with company number C 70387, whose registered office is at Level 3, Tagliaferro Business Centre, Gaiety Lane, Sliema, SLM 1551, entity authorized by the Polish Minister of Finance to organize mutual betting on the Internet via the website www.betclic.pl (permit no. PS4.6831.11.2017) and may be accessed by submitting an application through the Beaffiliates.PL platform.
- (ii) Equinox Limited and BEM Operations Limited are linked by a cooperation agreement in the field of advertising, marketing and promotion. According to this agreement, Equinox Limited is responsible for providing non-gaming services for defining and executing advertising, marketing and sales promotional strategies of BEM Operations Limited. Equinox Limited is also responsible for negotiating and executing contracts, ordering supplies and receiving invoices from suppliers of media, advertising, design and other non-gaming services as may be necessary for the conduct of the business as described under the above-mentioned agreement.
- (iii) Wherever in these Terms and Conditions a reference is made to us in relation to advertising rights and/or organization of the mutual betting in Poland, this shall be construed as referring to BEM Operations Limited. This does not apply, inter alia, to any payments or administrative obligations provided under this Agreement, which are reserved to Equinox Limited.

1. Definitions

1.1. **Agreement** means the combined:

- (i) online application form referred to in clause 2 of these Terms and Conditions;

- (ii) these Terms and Conditions;
 - (iii) other terms, where applicable, including those regarding the commission fee, that have been agreed upon, also subsequently, via the insertion order or through an annex, also if expressly deviating from these Terms and Conditions.
- 1.2. Advertising Materials** means all the artwork, banners, html mailers, editorial columns, images, logos, graphic designs and links supplied to you by us from time to time.
- 1.3. Commission Fee** means the sum payable to you and calculated based on the number of New Customers that fulfill conditions published and available on the Beaffiliates.PL platform. If a different commission fee has been agreed upon between the Parties, it shall take precedence over that published on the Beaffiliates.PL platform.
- 1.4. New Customer** means a person who does not have an account on the Site, who opens an account on the Site via one of your click-through URLs or promotional codes, becomes assigned to your affiliate account on the Beaffiliates.PL platform, and fulfills the conditions referred to in clause 1.3. above.
- 1.5. Records** means such accounts and records as are reasonably necessary to evidence the placement and appearance of any Advertising Material and the amount of business or traffic generated by such Advertising Material and the calculation of any fees due to you.
- 1.6. Services** means the provision of advertising space by you for us, and other services as may be agreed upon from time to time.
- 1.7. Site** means www.betclic.pl.
- 1.8. Terms and Conditions** means these terms and conditions.

2. Your application and appointment

- 2.1.** To apply for participation in the Beaffiliates.PL program you need to:
- (i) visit the Beaffiliates.PL platform and fill out the online application form;
 - (ii) read and accept the Terms and Conditions.
- 2.2.** We will in our sole discretion determine whether or not to accept your application. Our decision is final and not subject to any right of appeal.
- 2.3.** If your application is accepted, you will be required to fill out an insertion order that will also include other terms if these have been agreed by the Parties.
- 2.4.** We will notify you by e-mail as to whether or not your application has been successful, and you will provide us with any information and/or documentation we require to verify your application. We reserve the right to request information and/or documentation at any time during the term of the Agreement in order to verify the information that has been provided to us.
- 2.5.** The requested documentation may include, in particular, utility bills, bank statements, individual or corporate identity papers as set out on https://www.beaffiliates.pl/?page_id=13766.
- 2.6.** Failure to provide information and/or documentation upon request, within the prescribed time and to our full satisfaction, may result in the suspension of the Agreement, suspension of the processing of any payments due to you and/or termination of the Agreement.

- 2.7. This Agreement shall only apply if and as from the date your application to the Beaffiliates.PL program is confirmed to you as being successful. In the event that your application is successful, you agree to be bound by this Agreement and that you shall provide the Services in respect of the Site as set out below.
- 2.8. Once confirmed in accordance with the above, you are appointed as a non-exclusive affiliate with the right to direct New Customers to our Site and to earn the Commission Fees in accordance with the conditions set out in the Agreement.
- 2.9. This right is non-assignable. You understand that we have the right to procure services from others performing services of the same or similar nature to those provided by you. You shall have no claim to Commission Fees or other compensation on business secured by or through persons or entities other than you.
- 2.10. You shall not open more than one affiliate account with us without our prior written consent nor will you earn a Commission Fee from you or a related person becoming a New Customers. The Beaffiliates.PL program is intended for professional website publishers only.
- 2.11. The Agreement is a binding contract and shall apply to the provision of all Services, purchase orders, forms or other oral or written agreements unless to the extent expressly excluded in such purchase orders, forms, or agreements for the provision of Services.
- 2.12. You understand that by providing any Services to us you agree to be bound by the Agreement to the exclusion of any other terms, and that should you not agree to the terms, or no longer wish to be bound by them, you should provide us with notice of termination in the time period specified herein.

3. Advertising campaign monitoring

- 3.1. By agreeing to participate in the Beaffiliates.PL program, you are agreeing to create and maintain unique links, or otherwise, which have been agreed by us in advance via e-mail, from your site to the Site.
- 3.2. You may link to the Site with any of the Advertising Materials that we have supplied to you. This is the only method by which you may advertise on our behalf. All other advertising, including the use of any website which has not been previously agreed upon and approved by us or promotion in any jurisdiction in which we do not wish to operate for legal or business reasons, and any form of spamming, is strictly prohibited and will be considered as a breach of the Agreement allowing us the option exercisable at our discretion to immediately disable banners, terminate such advertising or the Agreement immediately and without further notice to you and to exclude any traffic generated in this manner from the Commission Fee payable to you.
- 3.3. We shall register New Customers generated by you and allow you to access the Commission Fee information from your affiliate account on the Beaffiliates.PL platform.
- 3.4. We shall supply to you Advertising Material to be published on your website(s). You will only use our approved Advertising Material and will not alter their appearance nor refer to us in any promotional materials other than those that are available at <https://affiliates.beaffiliates.com>.

- 3.5. The appearance and syntax of the hypertext transfer links are designed and designated by us and constitute the only authorized and permitted representation of our Site. In particular, you are not permitted to create a direct link to the promotional materials on our Site.
- 3.6. Where we provide you with a schedule of the dates and times on which promotional materials are to be published on each of your website(s), you must publish the materials in accordance with that schedule.
- 3.7. You shall incorporate and prominently and continually display the most up-to-date links and Advertising Materials provided by us on all pages of your website(s) in a manner and location agreed by us and you shall not alter the form, location or operation of the links without our prior written consent.
- 3.8. You are eligible for a Commission Fee based upon your continued promotion of the Site.
- 3.9. Advertising Materials and/or website where these are displayed shall contain information indicating (i) the consequences of participating in unlawful gambling games; (ii) the risks inherent in gambling; (iii) the fact that the advertiser holds a permit to organize betting.
- 3.10. You undertake to proceed to advertising activities and to address the advertising campaign exclusively to users over the age of 18.
- 3.11. In relation to clause 3.9. above, each advertising message shall contain the following legal disclaimer:

“Hazard może uzależniać. BEM to legalny bukmacher. Gra u nielegalnych grozi konsekwencjami prawnymi. 18+”

- 3.12. You shall not modify the graphics and the text form of the Advertising Materials without a prior authorization from us.
- 3.13. In the performance of your obligations under this Agreement you shall comply with all applicable laws, regulations, rules of social conduct, good practices, and our additional guidelines.

4. Failure to comply

- 4.1. Without prejudice to any of our rights herein or at law, we may forthwith terminate the Agreement, in part or in its entirety, or any of your accounts, should you act in breach of the Agreement, and you shall be held fully responsible and liable for any such resulting fine, penalty, claim, action, or loss which is caused to us as a result of your action or default as the case may be.
- 4.2. You undertake to fully defend, indemnify, protect and hold us harmless against any and all liabilities and claims, demands, suits, actions, causes of action, proceedings, judgments, award and costs including actual attorney's fees and expenses, arising out of your actions.

5. Fraud and restrictions

- 5.1. The Beaffiliates.PL program is intended for your direct participation. You shall not open affiliate accounts on behalf of any other entity or person.

- 5.2. Opening an affiliate account for any third party whatsoever, brokering an affiliate account or the transfer of an affiliate account is strictly prohibited.
- 5.3. Registering as a player or making deposits directly or indirectly to any player account through his tracker(s) for the player's own personal use and/or that of relatives, friends, employees or other third parties, or in any other way attempting to artificially increase the Commission Fee or to otherwise defraud us may result in any or all of the following actions to be taken at our sole discretion and upon our reasonable suspicion of such activity:
 - (i) the respective Commission Fee earned being set-off and deducted from future Commission Fee payments;
 - (ii) the respective Commission Fee earned being withheld indefinitely by us;
 - (iii) the immediate termination of the Agreement and of your affiliate account without a notice period;
 - (iv) the balance of the player account being withheld indefinitely;
 - (v) de-tracking of the player and/or immediate termination of the player account.
- 5.4. We reserve the right to delay payment of Commission Fees suspected to be related to fraudulent activity on the Site pending the completion of our investigations.
- 5.5. If you require your affiliate account to be transferred to another beneficial account owner, you must request permission to do so by contacting us. Approval is solely at our discretion and shall be confirmed to you by e-mail.
- 5.6. You agree that you are solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Specifically, you are responsible for ensuring that materials posted on your site are not libelous, illegal or otherwise unsuitable, aimed at children, display pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or violate intellectual property rights.
- 5.7. We disclaim all liability for any failure to strictly observe good ethics and moral code, and you agree to indemnify and hold us harmless from all claims, damages, and expenses, including, without limitation, legal fees, arising directly or indirectly out of the contents of your site which are in breach of this clause 5.
- 5.8. You have no authority and shall not make any claims or representations or give any warranty in connection with or on behalf of any entity part of the Betclik Group or of the Site. You understand that any breach of this obligation shall be void and without effect on us and may have serious consequences. We further reserve the right to immediately terminate this Agreement without further notice if you act in contravention of this clause.
- 5.9. You shall be prohibited from registering, or applying to register, procuring or encouraging any other person to register or to use any domain name similar to any domain name used by or registered by us or any of the Betclik Group companies, and in particular "Betclik" and "Betclick" or any other name that could be understood to designate the Betclik Group.
- 5.10. In the event that you deem it necessary or desirable to utilize a domain name which is not currently owned by us, you will notify us in order that we may take all reasonable steps to register it and, if such registration is successful, to grant you a royalty-free license to use the name for the duration of this Agreement.

- 5.11. You hereby acknowledge that registering domain names in breach of our competitor's trademarks is also prohibited.
- 5.12. You hereby acknowledge that damages would not be an adequate remedy for any breach of clauses 5.9.-5.10. and you hereby agree to assign and carry out all acts required in order to assign all rights, titles and interests to domain names registered in contravention of these clauses to us, or to any member within the Betclik Group as we may appoint, and to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the domain names and hereby appoint us as your agent to carry out such acts on your behalf should you fail to carry out said actions promptly.
- 5.13. You shall not be eligible for any Commission Fees on traffic generated through any domain name registered in contravention of this clause 5.
- 5.14. You may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of those that belong to or are associated with any of the entities of the Betclik Group, and in particular "Betclik", Beaffiliates trademarks or those which otherwise include the word "Betclik" or any misspelling, variations or combinations thereof, or include metatag keywords on your website which are identical or similar to any trademarks owned or licensed by any entity of the Betclik Group.
- 5.15. You will not knowingly benefit from known or suspected traffic not generated in good faith whether or not it actually causes us damage. We reserve the right to retain all amounts otherwise due to you under the Agreement if we have reasonable cause to believe such traffic is being generated.

6. Commission Fee payment

- 6.1. Subject to your compliance with the terms of the Agreement, you will earn a Commission Fees per affiliate account, calculated as per clauses 1.3.-1.4.
- 6.2. You are entitled to one payout per calendar month per affiliate account.
- 6.3. Should your payment be less than EUR 100 or the equivalent in PLN, we reserve the right to roll it forward to future months for payment.
- 6.4. Payment shall be effected through one of the methods detailed below no later than thirty (30) days from the end of each month.
- 6.5. Our Records and the data as contained in our information systems will, for the purposes of payment, be final and binding unless there is any obvious system error.
- 6.6. The Commission Fee shall be paid in EUR via any of the payment methods which are currently available and selected by you, or any other method which we may notify to you from time to time.
- 6.7. It is your responsibility to keep your payment details updated at all times by submitting valid supporting documentation.
- 6.8. Any payments which cannot be processed shall be forfeit after 180 calendar days and you shall not be able to reclaim them at a later date.
- 6.9. The available payment methods are:
 - (i) transfer to a nominated bank account (bank charges may apply);
 - (ii) credit to Neteller or Skrill e-wallet.

7. License and intellectual property rights

- 7.1. You acknowledge and agree that any and all intellectual property rights subsisting in the Advertising Materials are and shall remain our sole property or that of such other party as may be identified therein.
- 7.2. You shall not, during or at any time after the expiry or termination of the Agreement, in any way question or dispute the ownership by us or the owner thereof and nothing in the Agreement shall give you any right in respect of any intellectual property rights belonging to us, used by us under a license or by any other person.
- 7.3. We grant you a non-exclusive, non-transferable license to use the Advertising Materials, and to use our trade name, trademarks, service marks, logos and any other designations, which we may, from time to time, approve solely for the duration of this Agreement and for the sole purpose of allowing you to fulfil your obligations in accordance with this Agreement.
- 7.4. This license cannot be sub-licensed, assigned or otherwise transferred by you.
- 7.5. Your right to use the marks, Advertising Materials and any other intellectual property is limited to and arises only out of this license. You shall not assert the invalidity, unenforceability, or contest the ownership of said rights in any action or proceeding of whatever kind or nature and shall not take any action that may prejudice our rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- 7.6. You shall notify us immediately if you become aware of the misuse of the Advertising Materials, or our logos or trademarks by any third party.

8. Confidential Information

- 8.1. The Parties acknowledge a duty during and after the duration of the Agreement, not to disclose, without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies.
- 8.2. In particular, during and after the duration of the Agreement, you acknowledge your responsibility to treat in complete confidence all marketing and sales information and statistics relating to our business with which we may supply you in the course of the provision by you of the Services.

9. Warranties and Indemnities

- 9.1. You represent and warrant to us that:
 - (i) you are fully aware of and understand the nature of the Site and of the Services;
 - (ii) you have the capacity to and will undertake and perform your obligations under the Agreement and by doing so you shall not be in breach of any rule, law, regulation or guidelines of the regulatory body;
 - (iii) any e-mail sent by you advertising us shall only be sent to individuals who are at least 18 years of age and who have opted-in to receiving from you information regarding third parties and whose details are not included on any blacklist with which we provide you;

- (iv) by performing your obligations under the Agreement, you shall not be in breach of any advertising laws, regulations, standards or codes of practice that are applicable to us, you or to the Services;
- (v) you unconditionally and irrevocably agree, as a continuing obligation, to indemnify us against losses which we may incur at any time or from time to time, and all costs and expenses, including, but not limited to, reasonable legal fees, in respect of or as a result of any breach of warranty, or any breach of this Agreement by you.

10. Term and Termination

- 10.1.** The term of this Agreement will commence once you are approved as an affiliate and will continue unless and until either Party notifies the other in writing that it wishes to terminate the Agreement by providing a minimum thirty (30) days' notice, in which case this Agreement will be terminated.
- 10.2.** We may terminate this Agreement immediately pursuant to instances mentioned in these Terms and Conditions, for business reasons or other reasons of internal policy and control.
- 10.3.** We shall endeavor to provide the requisite minimum thirty (30) days prior notice, however, where this is not feasible, you shall nevertheless be entitled to compensation for a thirty (30) day period from the date of notice of termination, based on the amounts paid to you with respect to the immediately preceding 30 days. The foregoing shall be notwithstanding a shorter period for player account closure and removal of all promotional banners and advertising activity.
- 10.4.** For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification and it is your obligation to ensure that your details and information with us are kept properly updated.
- 10.5.** All Commission Fees that have accrued prior and up to the date of termination shall become due and payable and shall be paid within thirty (30) days from the end of the month in which termination was effected, subject to other provisions of these Terms and Conditions.
- 10.6.** You undertake to request a payout of all earned Commission Fees within twelve (12) months. If payment has not been made or requested within a period of more than twelve (12) months from the date of termination, we reserve the right to withhold the funds.
- 10.7.** Your failure to abide by gambling or any other legislation, codes of practice or guidelines effective in Poland, entitles us to terminate this Agreement with immediate effect.
- 10.8.** Upon termination you must remove immediately all Advertising Materials from your site and disable all links from your site to ours, and all rights and licenses given to you in this Agreement shall immediately terminate. You will return to us any confidential information, and all copies of it in your possession, custody and control and you will cease all uses of our trademarks, logos, and Advertising Materials.
- 10.9.** We may modify any of the terms and conditions contained in this Agreement or replace it at any time for legal and business purposes and in our sole discretion, by posting a change notice. If any modification is unacceptable to you or you fail to accept the new terms within 30 days of the posting of the change notice your

affiliate account will be closed and the Agreement shall be terminated automatically.

10.10. Clauses 4, 5.6.-5.7., 7., 8., 9.1. (v), and 16. shall survive termination of the Agreement.

11. Relationship of the Parties

11.1. The Parties are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us.

11.2. You will have no authority to make or accept any offers or representations on our behalf.

11.3. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Agreement.

12. Personal data protection

As part of the Beaffiliates.PL program Equinox and the Affiliate acknowledge that they act respectively as independent controllers.

12.1. Equinox's obligations

12.1.1. Data privacy

When collecting and processing your personal data, Equinox is the data controller and is committed to comply with all the national rules and legislation on the protection of personal data, in particular with the European General Data Protection Regulation 2016/679 (hereinafter "**GDPR**"), the directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector and any amendment, text or re-edition.

12.1.2. The following data may be collected when you register:

- (i) Personal information:
 - Username;
 - Password.

- (ii) Contact details:
 - Email address;
 - First name;
 - Surname;
 - Phone number;
 - Skype identification;
 - Address;
 - City;
 - ZIP code;

- Country.
- (iii) Banking details:
- Surname;
 - Address/city/country;
 - IBAN;
 - Swift/BSB/Routing.
- (iv) Additional data:
- Website URL used for affiliation.

12.1.3. Personal data legal basis and purposes

- (i) Contractual obligations: we use your personal data to comply with our contractual obligations, and to provide you with information and access to the Beaffiliates.PL platform that you require. We also use your data to keep you informed in case of a modifications in our services and/or goods, and in case of an evolution in our contractual relationship.
- (ii) Legal obligations: as a company that cooperates with entities in the gambling industry, we must comply with the regulations applicable to online gambling, and carry out our obligations under relevant fraud, anti-money laundering and terrorism financing laws.
- (iii) Legitimate interests: we may also use your data in our legitimate interests, in particular, to prevent fraud, assure IT and physical security or to manage any complaint between us or with third parties.

12.1.4. Recipients of your personal data

- 12.1.4.1.** The data collected is exclusively destined to Equinox. However, data is likely to be transmitted to companies of the Betclic Group and to subcontractors within the purposes indicated in this privacy policy.
- 12.1.4.2.** Your data may also be transmitted to Equinox's service providers, as for example payment providers exclusively for the activity requirements, and to fulfill legal and regulatory obligation, especially to fight against fraud and money laundering.
- 12.1.4.3.** We strictly ensure that our subcontractors comply with the GDPR as well as the rules we contractually impose on them in terms of data security.
- 12.1.4.4.** Some of our service providers may be located outside of the European Union. In this case, we ensure that transfers are framed by an adequate level of protection. We are committed to ensuring that our service providers and subcontractors comply with the required security and confidentiality obligations.

12.1.5. Security of your personal data

- 12.1.5.1.** Equinox uses its best endeavors to implement appropriate technical, physical, and organizational control measures to ensure the security of your personal data.
- 12.1.5.2.** In case of an unauthorized use of your login and password, you must immediately inform us if such an instance.

12.1.6. Retention of your personal data

We retain your personal data for as long as necessary to fulfill the relevant purposes of processing, particularly to provide services mentioned in the Agreement, to comply with our legal obligations, or to assert our rights.

12.1.7. Your personal data rights

12.1.7.1. Your rights cover the following:

- (i) the right to be informed about the collection and use of your personal data: you have the right to demand clear, transparent and easily understandable information about how we use your personal data and about your rights.
- (ii) the right to access to your personal data: you have the right to obtain confirmation that your personal data is being processed by us or not, and the conditions of this processing, as well as to receive a copy.
- (iii) the right of data portability: the right to data portability allows you to obtain and reuse your personal data for your own purposes across different services.
- (iv) the right to rectify your personal data: you have the right to have inaccurate personal data rectified or completed.
- (v) the right to object the processing of your personal data: you have the right to object the receipt of commercial offers by changing your preferences.
- (vi) the right to have your personal data erased: you can ask for the deletion of your personal data. This right may be applied only if your data is no longer necessary for the purposes for which it was collected.

12.1.7.2. As an Affiliate, you may exercise your rights by contacting the data protection officer at the following e-mail address: privacy.team@betclicgroup.com.

12.1.7.3. If you are not satisfied with the answer provided by the data protection officer, you can lodge a complaint with the Polish data protection authority: www.uodo.gov.pl.

12.2. Affiliate's obligations

12.2.1. As part of the performance of the Agreement, the Affiliate is committed to comply with all the national rules and legislation on the protection of personal data, particularly with the GDPR, the directive 2002/58/EC of the

European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, and any amendment, text or re-edition.

12.2.2. In particular, the Affiliate is commits to:

- respect, when applicable, free and informed consent principles;
- collect and process data for specified, explicit and legitimate purposes for which the data subjects' consent was given;
- keep the data for no longer than is necessary for the purposes for which the personal data are processed;
- comply with legal and regulatory obligations related to electronic communications;
- assure integrity and confidentiality of the data;
- ensure data subjects rights regarding the applicable legislation (information, access, rectification, objection, erasure).

12.3. Revision

12.3.1. Either party have the right at any time, with a prior notice of at least thirty (30) days, to revise the provisions of clause 12 by replacing it by an agreement which guarantee at least the same level of data protection and adapted to any evolution of the applicable laws.

13. Limitation of liability

13.1. We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Beaffiliates.PL program, even if we have been advised of the possibility of such damages.

13.2. Our aggregate liability arising with respect to this Agreement and the Beaffiliates.PL program will not exceed the total Commission Fee paid or payable to you under this Agreement in the three (3) months prior to giving rise to any claim and is limited to direct damages only.

14. Independent investigation

14.1. You acknowledge that you have read this Agreement and agree to all of its terms.

14.2. You understand that we may at any time, directly or indirectly, solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with websites that are similar to or compete with your site.

14.3. You have independently evaluated the desirability of participating in the Beaffiliates.PL program and are not relying on any representation, guarantee, or statement other than those set out in this Agreement.

15. Other Provisions

- 15.1. Any failure by us to enforce or to exercise at any time any right under the Agreement shall not be construed as a waiver of any such term or right and shall in no way affect our right later to enforce or exercise it.
- 15.2. Neither us nor you will be responsible for failure of performance due to causes beyond its control, including, without limitation, acts of God or nature, war, terrorist attack, or mandatory compliance with any law.
- 15.3. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 15.4. You shall not assign, transfer, charge or deal in any other manner with your obligations under the Agreement.
- 15.5. We shall have the right to assign the Agreement and any rights and/or obligations under it to any of the companies of the Betclic Group.
- 15.6. Any notice, invoice or other communication which either Party is required by this Agreement to serve on the other Party shall be sufficiently served if sent by post or e-mail to the other Party.
- 15.7. This Agreement and any other written correspondence under which we agree a variation to this Agreement constitute the entire Agreement and understanding of the Parties and supersede any previous agreement between the Parties relating to the same matter.
- 15.8. The T&Cs have been published in English and Polish language versions. In case of discrepancies between the language versions, the English version shall prevail.

16. Governing law and jurisdiction

This Agreement shall be governed by the laws of Gibraltar and each Party submits to the exclusive jurisdiction of courts in Gibraltar. This is without prejudice to us filing any claim or applying for an injunction in any other jurisdiction.