

**GENERAL TERMS AND CONDITIONS OF  
THE BEAFFILIATES.FR AFFILIATES PROGRAMME**

(March, 17<sup>th</sup> 2022)

**BETWEEN:**

**EQUINOX LIMITED**, a private limited liability company incorporated in Gibraltar under no. 103831, whose registered address is Sovereign Place, 117 Main Street, GX11 1AA, Gibraltar

Hereinafter "**EQUINOX**"

On the one hand

**AND:**

The natural person or company mentioned in the registration form to be filled in on the [www.beaffiliates.fr](http://www.beaffiliates.fr) web site,

Hereinafter the "**Affiliate**"

On the other hand

Hereinafter individually a "**Party**" and collectively the "**Parties**".

**Article 1. Definitions**

**Consumer Affiliate:** shall mean a natural person that joins the affiliation programme in a non-business capacity.

**Contract:** shall mean **(i)** the registration form filled in by the Affiliate in accordance with article 3 below, **(ii)** these general terms and conditions of the beaffiliates.fr affiliation programme (the "**Affiliation T&Cs**") accepted **by the** Affiliate, and **(iii)** any special terms and conditions negotiated by the Parties and set out in a rider to these T&Cs.

**Commission:** shall mean the sum of money due to the Affiliate in keeping with the terms of article 8 below or the special terms and conditions mentioned in a rider to these T&Cs.

**Affiliate Account:** Shall mean the account of an Affiliate approved by EQUINOX pursuant to the Affiliate's request for registration on the Platform.

**Group:** shall mean Betclic Everest Group SAS and all of its subsidiaries. The Betclic Everest Group, to which EQUINOX belongs indirectly, is based at 5 rue François 1<sup>er</sup>, 75008 Paris, France.

**Active Bettor:** shall mean a bettor that has placed at least one bet in euros (one (1) sports bet / one (1) horse racing bet / one (1) cash game / poker hand: one (1) tournament, one (1) Sit' n' Go or one (1) Twister) on the Web Site.

**Advertising Material:** shall mean all of the advertising and promotional works of expression concerning the Web Site and in particular banners, e-mailings in HTML format, advertorials, images, logos, graphics and hypertext links that EQUINOX, the Group or a company of the Group provides to the Affiliate via the Platform.

**New Client:** shall mean a person who has no account on the Web Site, who opens an account on the Web Site via the advertising and promotional material present on the Affiliate Web Site and who makes an initial deposit at least ten (10) euros into this account.

**Platform:** shall mean the BeAffiliates platform, which is accessible at the following address: [www.beaffiliates.fr](http://www.beaffiliates.fr).

**Web Site:** shall mean the [www.betclic.fr](http://www.betclic.fr) web site.

**Affiliate Web Site:** shall mean the web site published by the Affiliate and for which it is responsible for such aspects as the content and the web site's compliance with all the prevailing and applicable rules and regulations. The Affiliate must declare the name of the Affiliate Web Site in the registration form (see article 3 "Procedure for affiliation to the Platform").

## **Article 2. Subject-matter of the Contract**

**2.1.** This Contract is designed to enable the Affiliate to promote the Web Site on a non-exclusive basis.

The Affiliate must refer potential New Clients to the Web Site using the Advertising Material provided by EQUINOX, the Group or any company of the Group and shall benefit from the payment of a Commission in return.

**2.2.** To that end, the Advertising Material that is made available to the Affiliate shall be identified (via tracking) by EQUINOX as having been provided to the Affiliate. This tracking shall enable EQUINOX to identify the New Clients of the Web Site that are referred via the Affiliate Web Site, to calculate and to pay to the Affiliate the Commission that is due to the latter, provided that the Affiliate complies with the terms of the Contract.

## **Article 3. Procedure for affiliation to the Platform**

Any person wishing to become an Affiliate must follow the following procedure:

- a)** Visit the <https://www.beaffiliates.fr> web site and fill in a registration form in which they should state:
  - that they are acting in their capacity as consumers if the Affiliate Web Site is not published as part of a business activity;
  - their personal data (login, family name, first name, e-mail address, telephone number, company name, SIRET company registration number, postal address, etc.);
  - their bank account details;
  - the URL of the Affiliate Web Site.
- b)** Read, then accept these Affiliation T&Cs at the end of the registration form.

The Parties may negotiate and agree special terms and conditions. If so, they shall be set out in a rider to

these T&Cs which EQUINOX shall forward to the Affiliate by e-mail. The Affiliate shall have to sign this rider and acknowledge receipt thereof.

- c) EQUINOX shall do everything in its power to send out an e-mail confirming or rejecting the application for affiliation within two (2) working days following the application.

The criteria of acceptance of the application for affiliation by EQUINOX shall include the following: the Affiliate Web Site **(i)** must comply with all applicable laws and regulations in France, **(ii)** it must not be a web site that is aimed primarily at an audience aged under 18, **(iii)** it must not relay illegal gambling offerings (for instance online casinos) nor offer or promote “easy” money-making schemes.

Affiliates whose application for affiliation is approved by EQUINOX shall be allocated an Affiliate Account enabling them to connect to the Platform and thereby retrieve the Advertising Material.

EQUINOX shall be entitled to refuse to register any persons on its Web Site (or to close their accounts) for instance in order to comply with any French laws applicable to online gambling and betting web sites, and in particular France’s Law no. 476-2010 of 12 May 2010 and any related statutory instruments, and/or in order to comply with any internal procedures and in particular those concerning fraud.

#### **Article 4. The Affiliate’s general obligations**

- 4.1.** Unless the Parties specifically agree otherwise, an Affiliate may only hold a single Affiliate Account.

The Affiliate undertakes to promote the Web Site by installing and maintaining links to the Web Site on its Affiliate Web Site. The Affiliate undertakes to only create such links using the Advertising Material. Any other form of advertising that shall not have been expressly authorised by EQUINOX shall be strictly prohibited.

The Affiliate undertakes to only use the most recent Advertising Material as updated regularly by EQUINOX on the Platform.

The Affiliate undertakes not to make any change to this Advertising Material.

The Affiliate undertakes to use the Advertising Material solely on the Affiliate Web Site approved by EQUINOX.

- 4.2.** Any promotion on the social networks in connection with the “Betclic” brand must be approved beforehand by EQUINOX and expressly validated by the latter.

- 4.3.** The Affiliates undertake not to **(i)** directly or indirectly create “New Client” accounts on the Web Site either for themselves or for their employees, family members or any third parties, **(ii)** directly or indirectly feed such accounts by way of cash deposits in order to bet on the Web Site in order to increase their Commissions.

In case of any suspicion of fraud and/or direct or indirect act of fraud whatsoever on the part of an Affiliate, EQUINOX may:

- suspend or withhold payment of the Commissions for any “New Clients” involved,
- cancel the “New Client” accounts involved,
- rescind the Contract by e-mail, effective immediately, without detracting from any court actions.

**4.4.** Affiliates undertake not to apply for affiliation on behalf of any third party; the Affiliate Account shall be strictly personal: it may therefore neither be transferred nor assigned.

**4.5.** Affiliates undertake not to engage in any sponsorship via their Betclic player account, should they have one.

**4.6.** Affiliates undertake not to promote the Web Site via a "site-under" hidden web page. No new bettor shall be considered as having been recruited or shall be taken into consideration if recruited by such means.

**4.7.** In view of the public interest aims of protecting minors laid down by France's Law no. 2010-476 of 12 May 2010, the Affiliate acknowledges that the Affiliate Web Site must not be dedicated to an activity involving primarily under-age persons nor must it be primarily aimed at under-age persons.

**4.8.** The Affiliate accepts to provide Equinox with all identity documents relating to the Affiliate, natural person or legal entity, requested thereby, at any time, in order to carry out checks relating to the Affiliate's Web Site and/or all information relating to the Affiliate. If the Affiliate does not provide all documents or proof requested by Equinox within thirty (30) days of registration, Equinox may decide to temporarily suspend the Contract, or any pending payment of Commission, and/or terminate the Contract.

Should the Affiliate fail to comply with the obligations mentioned in points 4.4, 4.5, 4.6, 4.7 and 4.8, EQUINOX shall be entitled to rescind the Contract seven (7) working days following the sending of a rescission notification by e-mail to the Affiliate. The Contract shall thereupon be rescinded as of right in keeping with the terms of article 10 of the Contract.

#### **Article 5. The Affiliate's obligation to recruit New Clients**

In order to qualify for a Commission as defined in article 8 below or in the special terms and conditions featuring in the rider, as negotiated by the Parties, the Affiliate shall have to recruit at least five (5) New Clients that become Active Bettors over any period of three (3) consecutive months following the date of the approval of the application for Affiliation sent by EQUINOX by e-mail (see article 3 of these T&Cs).

Should the Affiliate fail to recruit this minimum number of Active Bettors per period of three (3) consecutive months, EQUINOX shall be entitled to rescind the Contract seven (7) working days following the sending of a rescission letter by e-mail.

#### **Article 6. Name, content, maintenance of the Affiliate Web Site**

**6.1.** Should the Affiliate decide to modify the subject-matter, the content, the name, the presentation of the Affiliate Web Site, it must notify its intentions beforehand to EQUINOX by sending an e-mail to the following address: [affiliate@beaffiliates.fr](mailto:affiliate@beaffiliates.fr) at least one (1) month prior to any change.

In light of the modifications made to the Affiliate Web Site, EQUINOX may rescind this Contract within thirty (30) days following receipt of the information should the Affiliate Web Site no longer meet EQUINOX's affiliation criteria, and in particular the criteria defined in article 3 above.

**6.2.** The Affiliate shall be fully responsible for the development, the operation and the maintenance of the Affiliate Web Site as well as for its content.

The Affiliate undertakes not to disseminate over the Affiliate Web Site any content that runs counter to the public interest, the prevailing statutes or regulations, such as, but not limited to:

- content of a violent or pornographic nature, or that is harmful to people or to human dignity, or that denigrates the principle of equality between men and women or runs counter to the protection afforded to children and teenagers;
- content that encourages or promotes criminal offences or activities;
- content that incites violence, the consumption of prohibited substances, suicide, discrimination and/or racial hatred;
- content constituting fake news or rumour-mongering;
- content that violates privacy;
- content that constitutes or encourages harassment;
- content of an insulting, hateful, defamatory, denigrating, racist, antisemitic or xenophobic nature;
- content that infringes intellectual property rights in any way, and in particular copyright, related rights, trademark rights, personality rights and proprietary rights, or that might violate a production secret;
- content that involves the mass-transmission of unsolicited e-mails or spam;
- content aimed primarily at children aged under 18;
- content that violates the provisions of France's Law no. 476-2010 of 12 May 2010 and the texts relating thereto.

Any failure by the Affiliate to comply with these terms may result in EQUINOX:

- suspending payment or not paying all the Commissions that might be due to the Affiliate,
- rescinding the Contract by sending an e-mail to the Affiliate, effective immediately, without detracting from any legal proceedings that EQUINOX may be entitled to bring.

The Affiliate shall be solely and fully liable for the Affiliate Web Site, and therefore guarantees EQUINOX, its Group and any company belonging to it against any claims, challenges or actions that might be brought owing to the Affiliate's non-compliance with this clause. The Affiliate shall bear all costs and expenses (including legal fees) on behalf of EQUINOX, its Group and the companies that belong to it, and shall compensate them for any claims, proceedings, direct and indirect damage incurred by EQUINOX, its Web Site, its Group and the companies that belong to it.

**6.3.** By accepting the Affiliation T&Cs, the Affiliate undertakes to comply with the code of ethics concerning the affiliation, which can be viewed by clicking [here](#).

## **Article 7. Intellectual property**

**7.1.** Any intellectual property right linked to the advertising and promotional material, the brands, the

logos and the domain names of EQUINOX, of the Group or of the companies of the Group, is and shall remain the exclusive property of EQUINOX, of its Group or of any companies belonging to its Group.

**7.2.** Throughout the duration of this Contract, EQUINOX grants the Affiliate a non-exclusive license to use the advertising and promotional material, the “Betclic” trademark and logo, strictly within the scope of the Affiliate’s performance of the Contract.

This license cannot be sub-licensed, transferred or assigned.

The Affiliate undertakes not to perform any action that might in any way infringe these intellectual property rights. The Affiliate undertakes to immediately inform EQUINOX should it become aware of any use of the advertising and promotional material, trademark or logo by any third party in violation of the intellectual property rights of EQUINOX, its Group or any companies belonging to its Group.

**7.3.** The Affiliate undertakes not to file an application for an identical or similar trademark in any countries nor to reserve a domain name that is identical or similar to any trademark or domain name used or registered by EQUINOX, the Group or any company of the Group, specifically comprising the terms “Betclic”, “Betclick”, “BeAffiliates” or any other term that may be understood as referring to the Group or any company of the Group. In general, the Affiliate undertakes not to use any identical or similar distinctive element that might infringe the rights of EQUINOX or of the Group.

Similarly, the Affiliate undertakes not to commission or encourage any person to any of the above.

Should the Affiliate wish to use a domain name that is not used or held by EQUINOX, its Group or the companies of its Group, the Affiliate shall notify this to EQUINOX in order to enable the latter to take all reasonable measures to reserve that domain name, or as the case may be, to grant the Affiliate a license to use it for the duration of the Contract.

The Affiliate hereby acknowledges and agrees that the reservation of domain names that violate the trademarks of competitors of EQUINOX or of its Group or of the companies belonging to the Group shall also be prohibited.

The Affiliate acknowledges and agrees that a mere award of damages shall not constitute sufficient reparation and undertakes to do everything needed in order to transfer to EQUINOX, its Group or any companies belonging to it, all the rights linked to any domain names reserved in violation of this clause and to promptly perform all the actions needed to transfer these names, at its own expense.

No commission shall be due to the Affiliate for any Active Bettors generated by any domain names that are reserved in violation of this clause.

**7.4.** The Affiliate undertakes not to register or to commission the registration of any keywords or search terms that are identical or similar to the trademarks of Betclic, BeAffiliates or that incorporate variants of these terms or that add to them the words “jeu”, “game”, “sport”, “pari” or “Poker”, or that are identical or similar to the trademarks belonging to EQUINOX, the Group or any companies of the Group.

## **Article 8. Commission scale**

**CPA (“Cost Per Acquisition”) based on the number of “New Bettors” recruited over one (1) calendar month:**

	1- 10	11 – 20	21+
Poker	€30	€35	€40
Sport	€30	€35	€40
Turf	€30	€35	€40

### **Article 9. Payment of the Commissions**

**9.1.** Subject to the Affiliate's compliance with the terms of the Contract, EQUINOX shall pay to the Affiliate a monthly Commission based on the commission scale chosen by the latter and approved by EQUINOX, bearing in mind that if the payment due is lower than one hundred euros before tax (€ 100 + tax), the Parties agree that EQUINOX may defer it until the following month.

**9.2.** All the Commissions due shall be paid in euros.

**9.3.** The Commission shall be paid within thirty (30) days following the end of each month either *(i)* by bank transfer or *(ii)* by being credited to an electronic wallet (Neteller/Skrill).

EQUINOX shall not subtract any bank transfer costs; however the Affiliate's bank may opt to levy fees on such transactions.

**9.4.** EQUINOX shall use the data that is available on the Platform as the basis for determining the Commissions.

**9.5.** It shall be up to the Affiliate to ensure that the bank account details needed for the payment of its Commission are up-to-date and have been duly transmitted to EQUINOX. The Affiliate undertakes to request from EQUINOX the payment of any Commission due within twelve (12) months of it becoming due. Once this timescale shall have elapsed, the Affiliate shall no longer be entitled to request payment for same.

### **Article 10. Duration and rescission**

**10.1.** The Contract shall come into force upon EQUINOX's approval of the Affiliate's application for affiliation by e-mail. The Contract shall last for an open-ended period of time. It shall end on the day on which either Party shall notify to the other Party, by e-mail, its wish to put an end to the Contract for any reason whatsoever.

Should this be the case, then save as per any special terms and conditions applicable to the exercising of the right to withdraw by Consumer Affiliates, the Contract shall be rescinded ninety (90) days after receipt of the e-mail notifying the rescission.

**10.2.** Should either Party fail to comply with any of its obligations under the Contract, the other Party shall be entitled to rescind the Contract immediately and as of right, by e-mail. The rescission shall however only become effective after the sending of a letter of summons by e-mail that is not acted upon for a period of 7 (seven) days following the date on which it is received, officially requesting that the Party at fault remedy the breach of contract, notwithstanding any damages that may also be due.

**10.3.** In case of fraud, EQUINOX shall be entitled to rescind the Contract without notice. Should this be the case, EQUINOX shall be entitled not to pay the fraudulent Commissions, to deduct them, or to request that

the Affiliate reimburse them, as the case may be.

**10.4.** Should the authorisations granted by France's ANJ gambling commission to the company that publishes the Web Site and that belongs to the same Group as EQUINOX be temporarily or permanently withdrawn, EQUINOX shall be entitled to rescind the Contract by means of a letter sent by registered post with acknowledgement of receipt, effective immediately, without the Affiliate being entitled to any compensation.

Should the Contract be rescinded for any reason whatsoever, the Affiliate undertakes to eliminate all of the advertising and promotional material from its Affiliate Web Site and to deactivate all the links featuring on its Affiliate Web Site and pointing to the Web Site within five (5) days following the termination of the Contract.

The rescission shall spell the end of the Affiliate's chosen Commission Plan, whatever it may be. No remuneration shall be due following the termination of the Contract.

### **Article 11. Provisions that are applicable to consumers**

Should the Contract be drawn up and signed with a Consumer Affiliate, the provisions of France's Consumer Code shall apply as follows.

#### **11.1. Right to withdraw**

**11.1.1.** In accordance with the provisions of articles L. 221-18 *et seq.* of France's Consumer Code, Consumer Affiliates shall have a timescale of fourteen (14) whole days as of EQUINOX's e-mail approving their application for affiliation, to exercise their right to withdraw.

Where applicable, the timescale of ninety (90) days stipulated by article 10.1 of this Contract to rescind the Contract shall not apply.

The right to withdraw may be exercised by writing to Betclic Everest Group at the following postal address:

Betclic Everest Group  
Service Affiliation  
117, quai de Bacalan  
33300 Bordeaux  
France

**11.1.2.** Should any Consumer Affiliate exercise their right to withdraw after having recruited New Clients, EQUINOX undertakes to pay the Commissions that are due to them prior to closing the Affiliate's account.

#### **11.2. Mediation**

**11.2.1.** Should EQUINOX fail to respond within a reasonable timescale to a written complaint by a Consumer Affiliate, or should it not be possible to reach an amicable settlement over a dispute arising between the Parties, the Consumer Affiliate involved may request mediation free of charge in keeping with the following terms and conditions.

**11.2.2.** In accordance with France's Circular no. 2015-1033 of 20 August 2015 and statutory instrument no. 2015-1382 of 30 October 2015, the Consumer Affiliate may bring proceedings before the CMAP – Paris



Arbitration and Mediation Centre in order to reach an amicable settlement by mediation to any consumer-related dispute or disagreement, subject to the terms of article L. 612-2 of France's Consumer Code.

### **Article 12. Confidentiality**

**12.1.** The Affiliate undertakes to comply with a strict confidentiality obligation, without limitation in time, concerning any and all information, whatever the nature thereof and whatever the medium on which it is affixed, to which they shall have access in the course of or as part of the performance of this Contract and relating to the activity of EQUINOX, of the Group and of the companies of the Group to which it belongs.

**12.2.** The Affiliate hereby stands surety for the full compliance with this obligation by any person who is directly or indirectly involved in the performance of all or part of this Contract.

**12.3.** This confidentiality obligation shall not apply in case of a court order sent to either Party, or should either Party need to prove facts as part of an administrative, tax or judicial investigation. It shall also not apply to the counsels of the Parties who are bound by a duty of professional secrecy.

### **Article 13. Personal Data Processing**

For the purposes of the services provided by the Affiliate in the scope of the affiliation programme, Equinox (a subsidiary of Betclic Everest Group) and the Affiliate shall be liable for their respective personal data processing. They both act as a controller.

#### **13.1 Equinox's Undertakings**

Equinox, which determines the purposes of the personal data processing, is a controller within the meaning of the applicable data protection regulations.

Equinox undertakes to process personal data in accordance with the French Data Protection Act of 6 January 1978, as amended, and the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as the "GDPR") (hereinafter jointly referred to as the "Applicable Data Protection Rules").

For more information on the processing of your personal data, please read our Data Protection Policy (see below).

#### **13.2 Affiliate's Undertakings**

In the scope of performance of the Contract, the Affiliate undertakes to comply under all circumstances with all legal and regulatory requirements in force, including inter alia requirements relating to Regulation (EU) 2016/679 on the protection of personal data (GDPR), and its implementing provisions, French Data Protection

Act of 6 January 1978 and Decision no. 2020-092 of 17 September 2020 relating to the adoption of a recommendation on use of “cookies and other tracking devices”, 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, any amendment, consolidated text or new impression (“Texts Applicable to Personal Data Protection”).

The Affiliate, as a controller, undertakes inter alia to:

- Comply with the principles of freely-given, specific, informed and unambiguous consent, where applicable;
- Collect and process personal data in the scope of the specified, explicit and legitimate purposes for which consent was given by the data subjects;
- Keep the personal data for no longer than necessary for the purposes and nature of the processing;
- Ensure that cookies and other trackers comply with the regulation;
- Ensure the confidentiality and integrity of the personal data processed;
- Guarantee the rights of data subjects in accordance with the applicable regulation (right to be informed, right of access, right of rectification, right to erase personal data processing).

**13.3** Each Party may at any time, subject to at least thirty (30) days’ notice, revise the provisions of Article 13 by replacing said article by an agreement providing for at least the same personal data protection conditions and adapted to any changes to applicable laws on the subject.

#### **Article 14. Liability**

**14.1.** Each Party shall be liable in accordance with the law in case of direct damage caused to the other Party.

**14.2.** The Affiliate shall compensate EQUINOX for any indirect losses or damage suffered by EQUINOX and/or its Group, including loss of income and loss of clients, arising in particular from the Affiliate’s failure to comply with the terms of the Contract.

**14.3.** Each Party’s obligation to compensate the other Party shall remain in force after the expiry or the rescission of the Contract.

#### **Article 15. Modification of the Affiliation T&Cs**

The Affiliate acknowledges and agrees that EQUINOX may modify the Affiliation T&Cs.

Any new version of the Affiliation T&Cs shall be displayed via a pop-up when the Affiliates access their Affiliate Accounts.

The Affiliate must accept this new version of the Affiliation T&Cs within thirty (30) days following the

publication of the notification of modification.

Should the Affiliate refuse or fail to accept the modifications of the Affiliation T&Cs, its Affiliate Account shall be closed and the Contract shall be rescinded automatically.

#### **Article 16. Miscellaneous**

**16.1.** Each clause of the Contract shall form an indivisible whole, so that any decision by a court of justice that one of the provisions of this Contract is null and void or unenforceable shall not affect the validity or enforceability of the other provisions of this Contract.

**16.2.** No tolerance by either Party of the other Party's failure to comply with any of the provisions of the Contract, even if repeated, shall be deemed to constitute a waiver by that Party of any of the provisions of this Contract.

**16.3.** This Contract may not be transferred by either Party, save with the express, prior and written approval of the other Party. As an exception to the above, EQUINOX may freely transfer its rights under the Contract to another company of the Group subject to notifying the Affiliate in writing.

#### **Article 17. The relationship between the Parties – economic independence**

**17.1.** Under no circumstance may the Contract be interpreted as constituting a joint venture, a mandate, an agreement between principal and agent, a partnership, or a consortium agreement between the Parties.

**17.2.** The Parties shall act in their own name and under their sole responsibility.

**17.3.** Each Party undertakes not to enter into any commitment for and on behalf of the other Party, to which it may not under any circumstance substitute itself, except within the limits that are strictly necessary for the performance of the Contract.

**17.4.** The Parties are completely autonomous and independent from one another, and shall alone be masters of their respective management and administration. The Affiliate in particular undertakes, throughout the duration of the contractual relationship, to ensure that it works with a variety of clients.

In any event, the Affiliate shall be barred from blaming EQUINOX for allowing any situation of economic dependency to arise owing to the application of their contractual relationship.

#### **Article 18. Compliance with France's Law no. 2016-1691 of 9 December 2016 on transparency, anti-bribery measures and the modernisation of the economy**

In accordance with the provisions of France's Law no. 2016-1691 of 9 December 2016 on transparency, anti-bribery measures and the modernisation of the economy, the Parties undertake not to commit any act of bribery, whether active or passive, and to prevent such acts by adopting transparent commercial practices with their various business partners.

The Affiliate acknowledges that EQUINOX belongs to the Group, which sees itself as responsible and exemplary. As such, the Affiliate is hereby informed that the Group expects its employees and its partners to

comply with ethical rules aimed at preventing any act of active or passive bribery or influence peddling.

The Affiliate therefore undertakes to never directly or indirectly propose, promise or grant any advantage to an employee of the Group nor to pressure or solicit the employees of the Group in any way.

**Article 19. Applicable law and jurisdiction**

This Contract shall be governed by and interpreted in accordance with French law.

The courts of Paris, France shall have jurisdiction in the event of a dispute between the Parties unless the Affiliate is a consumer, in which case the Affiliate may bring legal proceedings before any of the courts which have territorial jurisdiction according to France's Civil Proceedings Code: either the courts of the place where they resided at the time of the signature of the Contract or the courts of the place where the tort or breach of contract occurred, in accordance with article R. 631-3 of France's Consumer Code.

## DATA PROTECTION POLICY AFFILIATES

### INTRODUCTION

The protection and security of the personal data of our Affiliates and users is an essential concern for the company Equinox (subsidiary of Betclic Everest Group).

When collecting and processing your personal data as part of your affiliation contract, Equinox acts as data controller and undertakes to comply, in all circumstances, with all legal and regulatory requirements in force, in particular those relating to General Regulation (EU) 2016/679 on Data Protection (GDPR), as well as the Data Protection Act of January 6, 1978, Directive 2002/58 / EC of the European Parliament and of the Council of July 12, 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, any amendment, consolidated text or re-edition ("Texts applicable to personal data protection").

This Policy also informs you of all the means at your disposal to control the use of the services and exercise your rights relating thereto. By registering on the Site or using the Site, you declare that you have read and understood this Data Protection Policy.

For any questions about this Policy, you can contact our Data Protection Officer (DPO) at the following address: [privacy.team@betclicgroup.com](mailto:privacy.team@betclicgroup.com)

#### 1. What personal data is collected ?

When you register, we may collect the following data :

- Personal information
  - Username
  - Password
  
- Contact details
  - Email address
  - Name
  - Surname
  - Phone number
  - Skype username
  - Postal address
  - ZIP Code
  - Country
  
- Banking details
  - Name
  - Address
  - IBAN

- Swift/BSB/Routing
  
- Additional data
- URL address used for affiliation,
- Navigation data.

We may also be required to collect any identification documentation concerning the Affiliate, natural person or legal person, at any time, in order to carry out checks concerning the Affiliate's Site and / or any information concerning the Affiliate.

## 2. On what basis do we collect your personal data ?

- **Compliance with our contractual obligations:** We will use your data to fulfill our obligations arising from the Contract between you and us, and to provide you with the information and services you request from us. We will also use your data to inform you of changes to our services and / or products and the evolution of our contractual relationship.
  
- **Compliance with our legal obligations:** As a regulated operator, we are required to comply with the directives applicable to online betting operators as well as with the legislation against money laundering and fraud, financing terrorism, corruption and tax evasion.
  
- **Legitimate interests:** We will also use your data in certain cases on the basis of our legitimate interests, mainly to protect against fraud and ensure the physical and IT security of our company; ensure the management of any dispute arising between us or with third parties.

## 3. For what purposes do we collect your personal data ?

Your personal data are only used for the purposes for which you have communicated them, namely:

- Affiliate account management and provision of the Services;
- Communication management with the Affiliate;
- Analysis and improvement of the offer;
- Fight against fraud, money laundering and terrorist financing;
- Respond to a legal or regulatory request, a court decision or as part of a legal procedure;
- Management of commissioning plans and payments.

## 4. Recipients of your personal data

Equinox is the sole recipient of your personal data. They are, however, likely to be transmitted to companies of the Betclic Everest Group and to subcontractors, ensuring that they are used only for the purposes indicated in this data protection policy.

Your data may also be communicated to the various service providers of Equinox such as, for example, payment providers and this, exclusively for the needs of its activity and in order to allow it to fulfill legal and regulatory obligations, in particular concerning the fight against fraud and money laundering.

Your data may also be transmitted to:

- Affiliate platform;
- IT service providers;
- Auditors;
- Any competent authority.

We strictly ensure that our subcontractors comply with the GDPR as well as the rules that we contractually impose on them in terms of data security.

Some of our subcontractors may be located outside the European Union. In this case, we ensure that the transfers are framed by adequate legal guarantees. We are committed to ensuring that our subcontractors comply with the required security and confidentiality obligations.

## **5. Security of your personal data**

Equinox implements measures to protect your personal data through technical and organizational security measures.

In the event of unauthorized use of your credentials, you must immediately notify Equinox or the Group.

## **6. Retention of your personal data**

We only keep your personal data for the periods corresponding to the pursuit of the purposes for which they were collected, in particular in order to provide you with the services associated with your affiliation contract and to comply with our legal obligations, in particular in terms of online gambling and anti-money laundering, or to assert one of our rights.

## **7. Your personal data rights**

- 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.
- The right to access to your personal data: You have the right to obtain from Betclic a copy of your personal data.
- The right to data portability: The right to data portability allows you to obtain and reuse your personal data for your own purposes across different services. This right only applies when the lawful basis for processing this information is consent or contract, or when the information is processed by automated means.

- The right to rectify and complete your personal data: You have the right to have inaccurate personal data rectified or completed if it is incomplete, without due delay, subject to the regulations applicable to online gambling operators. For more information, you can refer to our Terms and Conditions.
- The right to object to the processing of your personal data: You have the right to object to the processing of your personal data after you have registered with us.
- The right to have your personal data erased : You can ask Betcl

As an Affiliate, you can contact our Data Protection Officer (DPO) at the following email address: [Please note that you can lodge a complaint with the French Supervisory Authority \(CNIL <https://www.cnil.fr/>\).](mailto:privacy.team@betcl</a></p></div><div data-bbox=)

## 8. Cookies and other trackers

### 8.1 What is a cookie ?

A cookie is a small data file placed on the hard drive of your terminal (computer, smartphone, tablet, etc.) via our browser, when you access an online service. A cookie allows its issuer to identify the terminal in which it has been placed and to keep in memory certain information relating to your activity, for a limited period, to improve and personalize your experience on the site.

### 8.2 Cookies on the website ?

Necessary cookies :

These cookies allow you to use the main functionalities of our website and access to secured areas of the website. Without these cookies, our website cannot run normally. These cookies also ensure security of the website for its users.

Analytics cookies :

These cookies collect information which is used in aggregate form to help us understand how the website is used and to ensure its proper administration.

No advertising cookies, social networks or pixels are used when you browse the site.

### 8.3 How to manage your cookies from our cookies management ?

You have the right to decide whether to accept or refuse cookies. You can exercise your cookie preferences by clicking on the "Cookie management" link on this site.

### 8.4 How to manage your cookies from your internet browser ?



You can also configure your browser so that cookies are in your terminal or, on the contrary, that they are rejected, either systematically or according to their transmitter. It is also possible to configure your browser software so that the acceptance or rejection of cookies is offered to you from time to time, before a cookie is likely to be saved in your terminal.

To express or reconsider your choices regarding cookies, refer to the help menu or to the dedicated section of your browser.

## **9. Amendments**

Equinox may modify this policy. You will be informed by a visible notice on your next connection.