

# TERMS AND CONDITIONS OF THE AFFILIATE PROGRAM

## 1

### Definitions

The terminology used in the Terms and Conditions shall have the following meaning:

**Link** - means a hyperlink (including a banner and text link and bonus code received from the Sponsor) which links to the Sponsor's websites.

**Settlement Period** – a period that includes a full calendar month.

**Terms and Conditions of the Affiliate Program** – these Terms and Conditions.

**Affiliate service** - a service involving in particular the running of an information campaign by the Sponsored on behalf of the Sponsor on a website belonging to the Sponsored in connection with the Sponsor's sponsorship of the Sponsored activity.

**Sponsor** – Bukmacherska Sp. z o.o. with its registered office in Warsaw at al. Jana Pawła II 80 lok. 14, (00-175 Warsaw), e-mail address: biuro@bukmacherska.pl, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under number KRS 0000806643, with share capital of PLN 2,055,000 (PLN two million fifty five thousand), tax identification number (NIP) 5272907780 and statistical number (REGON) 384530252, conducting the business of providing betting services over the Internet.

**Sponsored** – the entity providing affiliate services to the Sponsor.

**AP** – Affiliate Program, the terms of which are set forth in these Terms and Conditions.

**Gambling Act** - The Gambling Act of 19 November 2009. (Journal of Laws 2019, item 847 as amended).

## 2

### General provisions

1. The subject of the Terms and Conditions of the Affiliate Program is to define detailed rules and conditions of cooperation between Bukmacherska sp. z o.o. and the Sponsored with regard to provision of affiliate services by the Sponsored for the Sponsor.
2. These Terms and Conditions supersede all previous agreements between the Parties regarding mutual cooperation in the provision of affiliate services.
3. The Terms and Conditions shall include, in particular, the following provisions:
  - a) Act on gambling games of 19 November 2009. (Journal of Laws 2019, item 847 as amended);
  - b) The Act of 23 April 1964. Civil Code as amended (DZ. 2019, item 1145 as amended).

### **3**

#### **Terms of participation**

1. In order to participate in the AP it is necessary to register, accept the provisions of these Regulations and become a Sponsor.
2. The AP can be participated in by:
  - a) natural persons conducting economic activity registered in the Central Register of Business Activity and Information against whom bankruptcy or liquidation proceedings are not pending,
  - b) legal persons or organisational units without legal personality registered in the National Court Register against which bankruptcy or liquidation proceedings are not pending.
3. It is possible to join the program at any time during its duration.
4. Registration shall be made via the website <https://login.fuksiarzaffiliates.pl/signup.php?lang=0>.
5. In the registration form, the Sponsored declares that he has read the Terms and Conditions and accepts their provisions.
6. Sponsored status is awarded by the Sponsor after verification that the requirements set out in the Terms and Conditions have been met.
7. The agreement is concluded on the date of acquisition of Sponsored Status. The Sponsor will inform the entity about acquiring the Sponsored Status by sending an e-mail about the commencement of cooperation.

### **4**

#### **Statements**

1. Bukmacherska sp. z o.o. declares that it conducts the activity of arranging bets via the Internet on the basis of the Decision issued by the Minister of Finance No. PS4.6831.1.2020 of December 9, 2020 and in accordance with the Act on Gambling and has all necessary approvals and permits to conduct such activity.
2. The Sponsored Party represents that, Sponsored is authorized to maintain a website at his designated domain address, where he will conduct an informational campaign for Sponsor in connection with the provision of affiliate services under these Terms and Conditions.
3. The Sponsored Party declares that it has familiarised itself with Articles 29-29b of the Gambling Act and is aware of the restrictions on advertising bookmaker bets and the ban on promoting bookmaker bets and undertakes to take these restrictions into account when providing affiliate services to Bukmacherska sp. z o.o.

### **5**

#### **Obligations of the sponsored**

1. As part of the AP, Sponsored agrees to make the Sponsor's sponsorship known by, among other things, posting banners on the Sponsored website that contain only the Sponsor's name

or other signage individualizing the Sponsor together with the information "sponsor" or "service sponsor", or other graphic materials agreed upon and approved by both parties containing appropriate notations under the law.

2. The content, form, as well as the manner and time of publication and the final draft of the sponsorship information materials will be agreed with the Sponsor in each case. The final draft of the publication will be sent to the Sponsor for approval by e-mail within 14 days from the date of submission of the source materials by the Sponsor. The final draft can only be sent for publication after the Sponsor's approval.
3. When providing affiliate services, Sponsored agrees to take care of the Sponsor's good name, to present the Sponsor's image in a proper manner, and to execute the Terms and Conditions in a manner consistent with good morals.
4. At the request of the Sponsor, the Sponsored Party undertakes to immediately remove from the website any publication relating to the Sponsor, even if previously agreed between the Parties.
5. The Sponsored Party undertakes to publish information banners containing the trademarks or graphic symbols used by the Sponsor and other signs associated with them, as well as the name and graphic symbols of the Sponsor and a link to the Sponsor's website.
6. The Sponsored Party agrees to immediately notify the Sponsor of any changes to the Sponsored Party's website or irregularities in the use of the sponsorship information material received, including, in particular, the link.
7. The Sponsored Party undertakes to provide information and direct information that:
  - a) is not aimed at minors, does not involve minors and does not take place with minors;
  - b) will not associate the holding of or participation in games with physical fitness or attractiveness, intellectual prowess or the chance of an easy win;
  - c) it shall not claim that participation in gambling has a relaxing or calming effect or is a means of resolving personal conflicts or financial problems;
  - d) will not portray abstinence or moderate participation in games in a negative manner;
  - e) will not encourage higher stakes as a factor increasing the chances of winning;
  - f) will not evoke associations with: sexual attractiveness, relaxation or leisure, study or work, professional, life or financial success.
8. The Sponsored Party undertakes that the activities carried out will not be directed at minors and will not take place with the participation of minors.
9. The Sponsored Party undertakes when presenting information content to include the following message: " Bukmacherska Sp. z o.o. is a legal bookmaker licensed by the Minister of Finance. Gambling involves risk. Participation in illegal gambling is a criminal offence."
10. In the event of the entry into force of a regulation specifying the detailed conditions, content, method and rules for posting of the message referred to above, the Parties shall agree by e-

mail on the content, method and rules for posting of the message in accordance with the regulation.

11. The provision of affiliate services in bad faith, particularly in a manner that encourages the exploitation of software bugs or promotional rules, is prohibited. In the event of suspicion of such, remuneration resulting from such activities may be withheld or cancelled by the Sponsor and the agreement is terminated immediately without any obligation to pay any remuneration by the Sponsor..
12. The Sponsored party will not engage in marketing via PPC (pay-per-click), sponsored links, keywords, AdWords or similar activity that uses any of Sponsor's brands or any of Sponsor's trademarks or trade names or contain the keywords fuksiarz, fuksiarz.pl, fuksiarz promo code, fuksiarz bonus, fuksiarz welcome offer or any variation thereof.
13. The Sponsored party takes full responsibility for actions that are inconsistent with the Terms and Conditions or contrary to agreements with the Sponsor or the law.

## **6**

### **Obligations of the parties**

1. The parties agree that in executing these terms and conditions they will act in accordance with applicable law, in particular with respect to the provisions of the Gambling Act in the area of advertising, promotion and sponsoring of pari-mutuel betting, bearing in mind the limitations arising therefrom..
2. The Parties undertake to respect and honour each other's interests, to notify each other of any circumstances that are relevant to the implementation of the Regulations.
3. During the validity of the Terms and Conditions, each Party undertakes to refrain from any action that might damage the reputation of the other Party.
4. For the coordination and control of the implementation of the provisions of the Terms and Conditions, the Parties shall appoint their representatives and inform the other Party about the appointed persons by email.
5. A change of persons to coordinate and control the execution of the provisions of the Terms and Conditions does not constitute an amendment to the Terms and Conditions. In order to be effective, such change must be notified to the other Party by e-mail. It shall become effective as of the date on which the other Party is served with a notice of such change.
6. As part of the implementation of the AP, the Sponsored Party undertakes to refrain from any actions that may be considered acts of unfair competition within the meaning of the Act on Combating Unfair Competition of 16 April 1993.
7. As part of the implementation of the AP it is prohibited to:
  - creation of Player accounts by or with Sponsored on behalf of any third party;
  - transfer of the Player's account to other data in connection with the execution of the AP;
  - registering as a Sponsor Player or depositing with the Sponsor directly or indirectly into any third party Player account (relatives, friends, employees, etc.) in order to artificially increase the amount of consideration due to the Sponsored in connection with the Sponsor's acquisition of a New Player.

## **7**

### **Copyrights laws**

1. The Sponsor grants to the Sponsored Party a free licence in the subject matter of the works made available to enable the AP, subject to these terms and conditions.
2. Logos, graphics, signage, text content used to support the AP and any materials received from the Sponsor in connection with the implementation of the Programme constitute works as defined by copyright law.
3. The Sponsor does not transfer to the Sponsored the economic copyright in these works or any works forming part of them, nor the authority to grant authorisations to dispose of and use the economic copyright in these works, or to exercise any other subsidiary rights not reserved in the licence conditions.
4. The right to use the works made available in connection with the implementation of the AP applies in the following fields of exploitation: recording on a server, recording and reproducing in the memory of a telecommunications device at a time and place of one's own choice and accessing and displaying by means of a telecommunications device at a time and place of one's own choice.
5. The licence is limited in time to the period of participation of the AP, territorially unlimited and non-exclusive, and applies to the works made available.
6. The sponsor retains the exclusive right to decide to preserve the integrity of the works provided.

## **8 Settlements**

1. For the provision of affiliate services in accordance with these Terms and Conditions, the Sponsored Party will receive commission remuneration in the amount agreed via email.
2. The remuneration will be settled in Settlement Periods.
3. If the Sponsored joins the AP during the Settlement Period, the first remuneration will cover the period from the date of the agreement until the end of the respective calendar month.
4. The remuneration will be paid on the basis of a correctly issued VAT invoice by the Sponsored.
5. The remuneration will be paid by bank transfer to the bank account specified by the Sponsored in the VAT invoice.
6. The payment period stated on the VAT invoice may not be shorter than 21 days.
7. The granting of remuneration to the Sponsored is verified each time in terms of the Sponsored compliance with the Terms and Conditions. In the event of a negative verification (finding a violation of the Terms and Conditions), the Sponsor may:
  - (a) refuse to grant the remuneration or request its return (if the remuneration has already been paid) in respect of New Players acquired in breach of the Terms and Conditions. The Sponsored Person will be notified by email along with the reasons for the refusal or the reasons for the request for a refund;

b) terminate the Agreement under the conditions described in pt. 10 pp. 3 of the Regulations.

8. The Sponsor reserves the right to withhold payment to the Sponsored if it has doubts as to the Sponsored compliance with the Terms and Conditions and suspects unfair market practices until such doubts are resolved.

## **9**

### **Contractual penalties**

1. In the event that the Sponsored violates the terms of these Terms and Conditions, the Sponsor has the right to impose on the Sponsored a contractual penalty of PLN 10,000.00 (in words: ten thousand PLN 00/100) for each violation. The imposition of a contractual penalty on the Sponsored does not preclude the Sponsored from exercising the right set out in section 10.3 and vice versa.
2. The contractual penalty may be deducted from any remuneration due to the Sponsored, which the Sponsored agrees to.
3. The Sponsor reserves the right to claim damages exceeding the contractual penalty.

## **10**

### **Validity and conditions for termination**

1. The agreement is concluded for an indefinite period of time.
2. The agreement terminates if the Sponsored ceases to conduct business or if the Sponsor ceases to conduct betting activities.
3. The sponsor may terminate the contract without notice under the following circumstances:
  - a) violation of the Terms and Conditions by the Sponsored, after the Sponsored has been ineffectively requested to remove the violations found within 2 days,
  - b) when, due to the Sponsored Person's actions, the Sponsor's good name has been, could have been, or might be violated,
  - c) the Sponsored violates the law,
  - d) participation in the AP in a manner contrary to the applicable law or morality, rules of social conduct,
  - e) in the event it is deemed that the Sponsored has entered into the Agreement solely for the purpose of collecting commission remuneration for the acquired Player who is not interested in legitimate active use of the Sponsor's products or services. In such a case, the remuneration generated from existing and first deposit Players referred by the Sponsored will be cancelled.
4. The Sponsored Party may terminate the agreement without notice immediately in the following cases:

- (a) delay in making payments for more than 2 months after an additional 14-day period set by the Sponsor has expired without success,
  - b) violation of the Terms and Conditions by the Sponsored, after the Sponsored has been ineffectively requested to remove the violations found within 14 days.
- 5. Either Party may terminate the Agreement at any time upon one month's written notice to the end of a calendar month.
  - 6. The termination notice shall be given in documentary form.

## **11**

### **GDPR**

- 1. Bukmacherska Sp. z o.o. with its registered office in Warsaw at ul. Wąchocka 1F, (03-934 Warsaw), e-mail address: [biuro@bukmacherska.pl](mailto:biuro@bukmacherska.pl), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under number KRS 0000806643, with share capital of PLN 2.055.000,00 (PLN two million fifty-five thousand), holding tax identification number (NIP) 5272907780 and statistical number (REGON) 384530252, informs that it is the Administrator of the Sponsored Personal Data provided in connection with and performance of the agreement.
- 2. The Administrator, for the purpose of due protection of personal data, has appointed a Data Protection Officer, who can be contacted at the following e-mail address: [iodo@bukmacherska.pl](mailto:iodo@bukmacherska.pl).
- 3. The Administrator processes the Publishers' data in order to perform the contract. The legal basis for the processing of personal data is the concluded contract.
- 4. The provision of personal data is voluntary, but necessary for the execution of the contract.
- 5. Personal data will be processed for the duration of the contract and, after its termination, for the period resulting from the applicable laws or until the statute of limitations for claims.
- 6. The recipients of the personal data will be: external entities providing and supporting the IT systems of the Administrator, providing services related to the current activity of the Administrator - on the basis of relevant agreements on entrusting the processing of personal data and with the assurance of applying by the aforementioned entities adequate technical and organisational measures ensuring the data protection.
- 7. Each person whose data is processed, within the scope of the law, has the right of access to their data and the right to rectify, erase, restrict processing and the right to object to processing.
- 8. In case of doubts related to the processing of personal data, any person may request information from the Administrator. Notwithstanding the above, everyone has the right to lodge a complaint to the supervisory authority - the President of the Personal Data Protection Office.

## **12**

### **Final provisions**

1. The Parties undertake to keep the terms of these Terms and Conditions confidential. The above obligation binds the Parties also after termination or expiration of the Agreement.
2. The transfer of rights and obligations under the Agreement concluded with the Sponsor to a third party may take place with the Sponsor's prior written consent.
3. The obligation of confidentiality stipulated in this paragraph does not apply in the event that the other contractual party consents to the disclosure of information or in the event of an obligation to disclose information at the request of authorized state authorities.
4. The legality, validity or enforceability of any provision of the Terms and Conditions shall not be affected if the purpose of the Terms and Conditions can still be achieved by the Parties.
5. All disputes that may arise under or in connection with this Agreement shall be settled amicably by the Parties. If it is impossible to reach an agreement through negotiations, all disputes will be settled by the court having material and local jurisdiction. The applicable law is Polish law.
6. Any amendments to the Terms and Conditions will be made in documentary form.
7. The Sponsored is entitled to transfer rights and obligations resulting from the agreement only after obtaining the Sponsor's prior written consent.
8. In matters not regulated, the provisions of Polish law apply.
9. The Terms and Conditions were drawn up in two language versions: Polish and English. In case of any discrepancies, the Polish version is binding.
10. Terms and Conditions are valid as of 01 May 2021.