

### CLIENT AREA TERMS OF USE

The purpose of these Client Area Terms of Use (collectively with Annex A, the “**Terms**”) is to explain the basis on which you are permitted to access our Client Area and the purposes for which you may use its content. By accessing the Client Area, you accept and agree to be bound by these Terms.

In these Terms, “**Push Gaming**”, “**we**”, “**us**” or “**our**” means Push Gaming Malta Limited. Any reference to “**you**” or “**yours**” means any Authorised User.

1. **Definitions.** For the purpose of these Terms, the capitalised terms below have the following meanings. Any references to a requirement being ‘in writing’ shall include email.

<b>“Affiliate”</b>	means any provider of Affiliate Services who is not an Affiliate Partner.
<b>“Affiliate Partner”</b>	means any provider of Affiliate Services who is party to a Core Agreement with Push Gaming (or any other company within our group of companies).
<b>“Affiliate Services”</b>	means the use of the Content, by any person or organisation, to promote Push Gaming’s brands and products via a website, social media account or other digital platform with a view to increasing our profile and/or generating traffic and/or sales, including (but not always) in exchange for remuneration by an Operator or any other party.
<b>“Authorised User”</b>	means an individual who either is, or who is duly authorised to access the Client Area by, an Operator, Affiliate Partner, Affiliate or Third Party and who has registered for an account with us and been provided with personal log-in credentials by us to access the Client Area.
<b>“Brand Guidelines”</b>	means those guidelines for using our IPR, as amended, varied or updated from time to time, a copy of the current version of which can be found at <a href="#">[LINK]</a> .
<b>“Content”</b>	means any of our Intellectual Property Rights made available in the Client Area in any form, including (but not limited to) Game imagery, Game conditions, documents audio or video files and any branding and/or marketing materials. If you are an Operator, Content also includes the Game Certificates.
<b>“Core Agreement”</b>	means any agreement (other than the Terms) between you and us governing the terms of your commercial relationship with Push Gaming.
<b>“Game Certificates”</b>	means the certifications provided by the respective regulatory bodies for each Game and made available to Operators in the Client Area.
<b>“Games”</b>	Means our current portfolio of games, as updated from time to time.
<b>“Intellectual Property Rights”</b> or <b>“IPR”</b>	means all intellectual property rights including, but not limited to, patents, designs, trademarks, service marks, certification marks, trade names, copyrights, rights in computer software, source code, object code, design rights and/or neighbouring rights, rights in get up or trade dress, rights to goodwill or to sue for passing off or unfair competition, database rights, moral rights, know-how and inventions, trade secrets, software, text, data, logos, artwork, likeness, images, sounds, documents, information, knowledge and materials (including any updates, modifications, enhancements, translations or other changes), rights to use and protect confidential information, domain names, URLs, whether or not registered or capable of registration, unregistered or pending and whether subsisting in any specific country

	or countries or any other part of the world and together with any renewals, continuations or extensions.
<b>“Operator”</b>	means (i) a remote gaming operator which markets and offers online gaming products to end users via its website; and/or (ii) any reseller, aggregator partner or platform provider which has entered into a Core Agreement with Push Gaming pursuant to which it is permitted to resell Games on a B2B basis.
<b>“Permitted Purpose”</b>	means (i) if you are anyone other than an Affiliate, for the fulfilment or performance of the contractual, legal and/or regulatory obligations set out in your Core Agreement; and (ii) if you are an Affiliate, as set out in Annex A to these Terms.
<b>“Permitted Territory”</b>	means any country or jurisdiction: (i) which is not a Prohibited Territory; (ii) in which you are not prohibited from using the Content pursuant to your Core Agreement; and (iii) in which there are no legal or regulatory restrictions upon you using the Content for the Permitted Purpose.
<b>“Prohibited Territory”</b>	means those territories set out at <a href="#">[LINK]</a> , as amended by us from time to time.
<b>“Third Party”</b>	means anyone who is not an Affiliate, Affiliate Partner or Operator, and who is granted access to or use of the Client Area by Push Gaming.

## 2. Licence.

Push Gaming hereby grants you a limited, fair-use, non-transferable, non-exclusive, non-sublicensable, revocable, royalty-free licence to access and use the Content, at all times in accordance with the Brand Guidelines, in the Permitted Territory, solely for the Permitted Purpose and in accordance at all times with these Terms and any applicable laws and/or regulations (the “Licence”).

The Licence shall automatically terminate immediately upon expiry or termination of (i) your Core Agreement; (ii) your access to the Client Area (pursuant to paragraph 6 of these Terms); and/or (iii) the Affiliate Terms.

## 3. Restrictions.

You must not access the Client Area or use the Content for any purpose other than the Permitted Purpose. Prohibited activities include, but are not limited to:

- copying, modifying, adapting, changing the appearance of or creating derivative works from the Content;
- the promotion of any product or service other than the Games;
- decoding, reverse engineering, disassembling, decompiling or otherwise translating or converting the Content;
- using, making available or otherwise disseminating the Content in any Prohibited Territory;
- allowing, assisting or encouraging circumvention of any restriction put in place by us in connection with any Prohibited Territories;
- removing or modifying any copyright or similar notices on the Content;
- attempting to circumvent or interfere with any security features of the Content;
- use which in any way might be deemed defamatory, discriminatory, obscene, violent or otherwise unlawful, or which actually or potentially infringes any rights of Push Gaming or any other third party.

#### 4. **Intellectual property.**

We retain all rights, interest and title in and to any Intellectual Property Rights relating to or vested in any part of the Content. Except as provided by the Licence (or as otherwise in your Core Agreement), you do not hold and may not claim any rights, title or interest in or to the Content (or any other Intellectual Property Right of Push Gaming). Nothing in these Terms shall be construed as conferring any IPR of Push Gaming onto you or any third party.

To the extent that any goodwill (or any other Intellectual Property Rights) in any of the Content vests in you at any time, you hereby assign to us, on a worldwide and perpetual basis, all rights, title and interest (including by way of current assignment of all present and future rights) in and to any and all such goodwill and rights without the need for any further consideration, payment or other remuneration of any kind to Push Gaming or any other third party.

5. **Use of Client Area.** The Client Area may only be accessed by you for the Permitted Purpose. You must: (i) maintain sole access and control over your log-in credentials; (ii) use the Content solely for the Permitted Purpose; and (iii) notify Push Gaming immediately of any unauthorised use of your log-in credentials and/or the Client Area. You may not share, or otherwise make available, your log-in credentials with any other party.

6. **Termination.** Your access to the Client Area will be immediately revoked and the Licence terminated with immediate effect (with or without notice from us) in the event of:

- any breach by you of these Terms, including you permitting an unauthorised individual to access the Client Area using your log-in credentials;
- any unauthorised use by you of the Content; and/or
- you ceasing to be employed or otherwise engaged by the respective Operator, Affiliate Partner or Third Party.

#### 7. **Indemnity and limitation of liability.**

You agree to indemnify, defend and hold us, and our shareholders, employees, directors and officers, harmless from and against, and shall pay any and all penalties, fines, losses, claims, damages, liabilities, costs, actions, expenses and disbursements (including legal and other professional fees) and expenses sustained or incurred by us as a result of or in connection with your breach of these Terms.

As far as permitted by law, we will not be liable to you for any losses and/or damages suffered as a result of your use of any Content or otherwise arising in connection with these Terms. In no event shall Push Gaming be liable to you for any indirect losses and/or special damages and/or loss of profit. Notwithstanding the foregoing, our total liability to you (so far as permitted by law) shall in no circumstances exceed €1,000.

#### 8. **Confidentiality.**

The Content, along with all other assets and information within the Client Area from time to time, is our confidential information (“**Confidential Information**”) and must be treated as such.

You must maintain the confidentiality of our Confidential Information and shall not without our prior written consent disclose, copy or modify any Confidential Information (or permit others to

do so) other than as necessary for the Permitted Purpose or in accordance with your Core Agreement.

You may only disclose our Confidential Information: (i) in accordance with your Core Agreement; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9. **Conflict.** If there is a conflict between any of these Terms and your Core Agreement, the Core Agreement shall prevail.

10. **Updates.** We may make changes to these Terms and/or our Brand Guidelines from time to time, including as required to comply with changes in applicable law or regulatory requirements. Please regularly check [[these pages](#)] for the latest version of the Terms.

11. **Governing law; jurisdiction.**

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the substantive law of Malta.

All disputes arising out of or in connection with the Agreement shall be finally settled by arbitration in accordance with part IV (Domestic Arbitration) of the Malta Arbitration Act, 1996 and the Arbitration Rules of the Malta Arbitration Centre as at present in force. The arbitration tribunal shall be composed of one arbitrator, unless you and we agree otherwise. The seat of arbitration shall be Malta and the language to be used in the arbitral proceedings shall be English. The award shall be final and there shall be no appeal.

## Annex A – Affiliate Terms

1. This Annex A applies to you if you are an Affiliate. You accept and agree to be bound by the terms of this Annex A.

### 2. Permitted Purpose.

You shall use only the Content to promote our brand and products and only on appropriate websites, social media accounts or other digital platforms with the requisite rights and permissions to make the Content available, and promote our products and services, to the public (“**Sites**”). You must ensure any Sites recommended to your audience are legitimate, comply with applicable law and regulation, and follow best practices, including with respect to end users of those Sites.

Some examples of the ways in which you may use the Content are:

- Game Reviews
- Game Stats/Overview Pages
- Demo Gameplay
- Game play footage
- Real Money Game play.

If you want to use any Content to promote an incentive or giveaway, you must first obtain our written approval.

### 3. Your obligations.

- a) You shall comply at all times with all applicable laws and all lawful directions or instructions issued by us, and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform your obligations as an Affiliate.
- b) In particular, you must ensure at all times that any marketing, advertising and/or promotions using the Content (“**Promotional Content**”) complies with all applicable local laws and regulations.
- c) You are solely responsible for making yourself aware of and understanding the requirements imposed by any and all applicable local laws and regulations in the jurisdiction in which you are based and those jurisdictions to which your Promotional Content is targeted. If you require any licence, permission or authorisation then you will obtain and maintain this prior to, and at all times during, your provision of any Affiliate Services and/or dissemination of Promotional Content.
- d) You must be the older of: (i) the legal age for gambling in your jurisdiction; or (ii) eighteen (18) years of age.
- e) You shall promptly provide us with any ID, proof of age, and/or proof of address (or similar documents) that we may request from time to time, including any documents we require to comply with our regulatory obligations. We will determine in our sole discretion whether such evidence is appropriate and sufficient. We have the right to suspend your provision of the Affiliate Services if such documents are not provided upon our request or to our satisfaction.

### 4. Restrictions.

- a) You must not, nor will you allow, assist or encourage others to, market and/or promote the Client Area, any Content or any Games, directly or indirectly, to persons that are not the legal age for gambling in the jurisdiction you are targeting and/or operating within.

- b) You will be solely responsible for the operation and content of your sites, and shall ensure that any materials and Promotional Content posted on your website, social media account or other digital platform (or any third party site, including the Sites) are not, in our sole discretion, unsuitable (including but not be limited to being: defamatory, obscene, sexually explicit, violent or illegal content; copyrighted content; content infringing any rights of Push Gaming and/or any other third party; content not original to you; content which negatively matches against any potentially harmful search terms, for example 'gambling exclusion' 'block gambling account' 'stop gambling' etc.). You will remove such content immediately upon notification to that effect from Push Gambling.
- c) Unless we agree otherwise, you shall not place, purchase or register 'pre-click' bids, keywords, search terms or any other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical, are similar or otherwise resemble any of our IPR. This includes, and is not limited to, any words containing, or derived from, our IPR and any typo errors or phonetics of the same.

## 5. Termination.

- a) If you breach any of the Terms, we may suspend your participation as an Affiliate until we are satisfied that the matter is resolved. If we cannot satisfy ourselves that any such breach has been resolved, we reserve the right to immediately terminate your right to provide Affiliate Services (with or without written notice).
- b) We may also terminate or suspend your participation as an Affiliate in our discretion at any time, with or without providing you with written notice.
- c) Following the termination of your right to provide Affiliate Services for any reason, the Licence and all other rights and licences granted to you shall immediately terminate. Further, you must immediately: remove any and all Content and Promotional Materials from any sites or pages you operate or control; disable any links to any Site; and stop any activity promoting and/or creating an association with or to Push Gaming.

6. **Waiver.** No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy.

7. **Remedies.** Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

8. **Entire agreement.** Unless stated otherwise, these Terms contain the whole agreement between you and Push Gaming, and supersede all prior agreements, arrangements and understandings (whether in writing or oral) between you and us.

9. **Variation.** We may vary or update these Terms from time to time, by publishing a revised version on [site]. Once published, any revised Annex A will be incorporated into the Terms and in the event of any conflict between this Annex A and any updates to it, the updated version will prevail. No other variation of these Terms shall be valid or effective unless it is in writing and is duly signed by each of you and us. In the event of a conflict between the Client Area Terms of Use and this Annex A (Affiliate Terms), Annex A will prevail.

10. **Assignment.** You may not assign, subcontract or encumber any right or obligation under these Terms, in whole or in part, without Push Gaming's prior written consent. We may at any time assign or transfer any or all of our rights under these Terms and/or subcontract or delegate any or all of our obligations under these Terms to any third party.

11. **Severance.** If any provision (or part of any provision) of these Terms is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of these Terms.
12. **No partnership or agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between you and Push Gaming, constitute either of us as the agent of the other, or authorise you to make or enter into any commitments for or on behalf of Push Gaming.