

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES – GENERAL CONTRACTUAL TERMS OF THE *SEEGAME* SERVICE

1. INTRODUCTION and DEFINITIONS

These Terms and Conditions for the Provision of Services – General Contractual Terms of the *Seegame* Service set forth the rights and obligations of the Parties in connection with services provided by third parties to Open Mobi spółka z ograniczoną odpowiedzialnością spółka komandytowa with a registered office in Warsaw, Poland, related to making available of space in the Streamer's streams, websites or subsites in the *Twitch* service.

Unless these Terms and Conditions for the Provision of Services – General Contractual Terms provide otherwise, any capitalised terms shall have the meanings as follows (any capitalised terms in the singular shall be used interchangeably with the same terms in the plural):

“**Broadcast**” – presentation of Content by OM in the Space made available by the Streamer;

“**Campaign**” – promotional campaign of the Partner, specified in terms of duration and subject matter (multiple Broadcasts), which can be presented in the Space. The Campaign may be divided into several parts/stages;

“**Applicable Laws**” – mandatory laws of the Republic of Poland or of the European Union directly applicable on the territory of the Republic of Poland, not excluding tax laws, in particular: the Civil Code, the Act on Copyright and Related Rights, the Industrial Property Law, and the Act on Combating of Unfair Competition. Any guidelines or recommendations issued by the competent state authorities (such as the President of the Office of Competition and Consumer Protection or the President of the Office of Electronic Communications) shall be also treated as Applicable Laws within the meaning of these Terms and Conditions;

“**OM**” – shall mean the Open Mobi spółka z ograniczoną odpowiedzialnością spółka komandytowa company with a registered office in Warszawa at ul. Puławska 182, postal code: 02-670, entered in the Register of Entrepreneurs of the National Court Register (KRS) under number 0000786538, NIP (Taxpayer's Identification No.): 5213672571;

“**Panel**” – a dedicated service containing tools and intended primarily for the management of the Content in the Space and communication between the Parties. Streamer's registration in the Panel shall be deemed acceptance of the Terms and Conditions;

“**Partner**” – any entity other than a Streamer, whose Content is presented in the Space, cooperating with OM based on the relevant agreement. The Partner shall be, in particular, a client of OM;

“**Space**” – shall mean a stream, website or subsite managed by the Streamer (being at the Streamer's disposal) in the *Twitch* service, where Content can be presented;

“**Terms and Conditions**” – shall mean these Terms and Conditions for the Provision of Services – General Contractual Terms applied by OM for the conclusion of Agreements;

“**Streamer**” – any person who, while being an active user of the *Twitch* service, opens an account in the Panel and consents to being bound by the Terms and Conditions;

“**Parties**” shall mean the Streamer and OM collectively;

“**Agreement**” shall mean an innominate contract, i.e. a legal relationship between OM and a Streamer, pertaining to the Service and established based on the Terms and Conditions, whereunder the Streamer gives consent to making the Space available to OM, against remuneration, with the option to display therein the Partners' promotional content as part of a Campaign. An agreement concluded based on the Terms and Conditions is a framework agreement and acceptance of the individual Campaigns as part of the Broadcast by the Streamer shall each time constitute a separate source of obligations of the Parties (of the Streamer – as regards making the Space available, and of OM – as regards payment of the Remuneration due) in accordance with detailed terms of the particular Campaigns available in the Panel. An agreement for the individual Campaigns shall be deemed executed once the Streamer has taken the relevant steps in the Panel, such as, in particular, acceptance of the Content to be published in the Space and of the frequency of broadcasts thereof, and the resulting Remuneration;

“**Service**” – making the Space available by the Streamer for the presentation of the Content in accordance with these Terms and Conditions, and with detailed terms applicable to each broadcast of the Content included in the Panel;

“**Content**” – shall mean a promotional material in the form prepared by the Partner or by OM, presented in the Space. Any details regarding formats, length and other parameters of the Content are available in the Panel;

“**Remuneration**” – remuneration payable to the Streamer for the presentation of the Content in accordance with the price list and the rules, each time available in the Panel, depending, in particular, on the length of the Content, reach of the Streamer (including the number of followers) and other factors specified by OM in the Panel – separately for each Campaign. The amount of the Remuneration shall depend on the moment the particular Content is accepted to be displayed in the Panel. The Remuneration shall be paid in accordance with the rules described in Section 6 of these Terms and Conditions.

2. GENERAL PROVISIONS

2.1 The Terms and Conditions shall apply to all the Streamers, i.e. business partners of OM making the Space available, namely offering the option to display the Content in the Space managed by the Streamer.

2.2 A Streamer may be only a person holding an active account in the *Twitch* service and having full rights to manage the website or the subsite in the said service, offering the option to Broadcast the Content in the Space, who at the same time:

2.2.1 is an adult natural person having full capacity to act in law in light of the Applicable Laws, conducting a business activity (a person who is not a consumer) or conducting no business activity (consumer). As regards persons who do not have full capacity to act in law, the Agreement may be entered into by their statutory representative who shall be liable for any and all actions and omissions of the Streamer as well as for any possible tax obligations,

2.2.2 is a legal person or an organisational unit without the status of a legal person, registered on the territory of the Republic of Poland.

2.3. OM shall be entitled to request, upon registration in the Panel and thereafter at any time throughout the term of the Agreement, presentation of documents to prove satisfaction of the requirements set forth above (e.g. a copy of an ID card, registration documents of a business entity) or additional authentication on the part of the Streamer, as well as other documents required under the Applicable Laws, in particular tax laws, to allow OM to comply with its obligations (such as delivery of a tax residence certificate). Should the Streamer fail to comply with OM’s request within a reasonable period of time set by OM, the account in the Panel may be suspended and, following another reminder from OM, blocked or removed. Furthermore, OM may decide to start cooperation without the required documents, in particular without the required tax residence certificate, however, in the latter case, OM shall have the right to withhold payment of up to 25% of the Remuneration due to the Streamer until the said certificate is delivered. In the cases referred to above, the Streamer shall not be entitled to any claims, in particular claims for any accessory performances (interest).

2.4 The provisions of Section 2.3 above, applied accordingly, may also refer to confirmation (authentication) of data by the Streamer by the *Twitch* service.

3. REGISTRATION IN THE PANEL AND CONCLUSION OF THE AGREEMENT

3.1 The Service and the Object of the Agreement shall be making the Space available by the Streamer, against remuneration, to OM for the purposes of presentation of the Content (Broadcasts) in the periods and with the frequency selected by the Streamer in the Panel (as part of one or more Campaigns).

3.2 The Agreement shall be entered into in the electronic form through a creation of an account by the Streamer in the Panel at the address: <https://panel.seegame.io/>.

- Creation of the account in the Panel is considered as acceptance of these Terms and Conditions and consent to all the provisions hereof.
- 3.3 The (framework) Agreement shall be deemed entered into as of the moment OM sends a confirmation of creation of the account in the Panel to the Streamer's e-mail address specified in the process of registration in the Panel (the moment the e-mail message is sent from the sender's server).
- 3.4 Technical requirements, description of tools and of how to use them as well as other terms of publication of the Content in the Space managed by the Streamer as part of the particular Broadcast Campaigns shall be described in the Panel.
- 3.5 Conclusion of the Agreement shall not create any direct legal relationship between OM and the Partner, and may not be interpreted as such.
- 3.6 The Streamer shall not be liable for any Content or compliance thereof with the applicable law.
- 3.7 OM shall not be liable for any content published by the Streamer, in particular in the context of any infringements of the applicable laws, copyrights, intellectual property rights, compromising of the image or good reputation of third parties. This shall be without prejudice to the application of the rules described in Section 4.5 of these Terms and Conditions.
- 3.8 OM may at any time discontinue the Broadcast without being required to provide any reasons therefor or refuse certain Broadcasts to the Streamer. This may occur, in particular, in a case where a Partner withdraws from the cooperation, or in the case when the Streamer has made any actions or omissions that are non-compliant with these Terms and Conditions. Discontinuance or refusal of a Broadcast shall not give rise to any claims for damages on the part of the Streamer and the Streamer hereby acknowledges and accepts that fact.

4. RULES AND TERMS OF COOPERATION

- 4.1 Cooperation with the Streamer as part of the individual Campaigns shall be possible only if the Space satisfies the requirements set forth in these Terms and Conditions and the requirements of the individual Broadcasts as specified in the Panel throughout the term of the Campaign concerned.
- 4.2 Participation in the particular Campaigns (Broadcasts) is entirely voluntary and the Streamer may resign from the Broadcast at any time. In such a case, the Remuneration shall be payable only for the Broadcasts actually presented and shall be calculated in accordance with the number of views and duration of a Broadcast, and with the price list applicable to the Broadcast/Campaign concerned, each time as specified in the Panel. In some cases, Broadcast rules may provide for payment of Remuneration only for the complete number / minimum number / minimum duration of presentation of the particular Content. Information to that effect shall be each time contained in the Panel.
- 4.3 The Streamer may participate in more than one Campaign at a time, unless the terms imposed by the Partners or by OM provide otherwise. Information to that effect shall be always available in the Panel.
- 4.4 In special cases pertaining to some Campaigns (and only if information to that effect is provided in the Panel), throughout the duration of some Campaigns and until they are closed, the Streamer will not be allowed to make the Space available to any entities other than OM or otherwise be engaged in promotion or product placement, in particular for competitor entities or entities that offer goods or services competing with the products or services of the Partners currently presented in the Space under this Agreement (individual Campaigns).
- 4.5 The Streamer hereby represents and warrants that the Space, at least throughout the period it is made available to OM by the Streamer for the duration of the Broadcast and (accordingly) the Streamer's views, comments and content presented in the streams:

- a) will meet the requirements of the Applicable Laws, in particular will not involve any advertisement/promotion of prohibited substances or substances that may not be advertised (alcohol, tobacco products);
- b) will not refer to content that is commonly considered offensive, vulgar, racist, discriminatory in any way and, further, will not contain any pornographic or erotic content;
- c) will not contain any content disallowed by the Applicable Laws;
- d) will not be contrary to the principles of morality or infringe any personal rights or reputation of third parties,
- e) will not encourage violence in any form whatsoever;
- f) will not otherwise expose OM or the Partner to a risk of any damage, including loss of good reputation, or be in conflict with any Campaign published (e.g. by providing links or by advertising/promoting competitors' products or competitors themselves).

The foregoing infringements shall serve as sufficient grounds for a termination of the Agreement by OM with immediate effect.

- 4.6 Furthermore, the Streamer undertakes to desist from any actions intended to falsify view counts or otherwise generating additional traffic in the stream service and, in particular, undertakes to refrain from any actions with a view to using bots, purchasing recipients, users or using false user accounts, and from any change of the Space settings, other than as agreed with OM, resulting in a reduced availability of the Space.
- 4.7 The Streamer shall not be entitled to use the Content on his/her own or in a manner that has not been agreed on with OM, including to modify (e.g. shorten) it in any way. The Content may be presented solely in the form and manner to be each time specified in the Panel.
- 4.8 The Streamer acknowledges and accepts that the Space may be monitored by OM to verify that it is used in accordance with the Agreement and the terms of the particular Campaigns, and, in particular, with the rules set forth in the preceding Sections. Should there be a suspicion that the Streamer is in any breach of the Terms and Conditions of the Agreement, OM may suspend the Streamer's ability to use the Panel and discontinue the use of the Space. At the same time, OM may specify actions to be taken by the Streamer to be allowed to resume the cooperation and set the deadline for the completion of such actions.
- 4.9 Notwithstanding the rights related to termination of the Agreement (Section 11.1 of these Terms and Conditions), if any infringements of the provisions of the preceding Sections are found, OM shall have the right, upon a notice to the Streamer, to suspend the use of the Panel and withhold the Broadcast. In such a case the Streamer shall not be entitled to any Remuneration for the Broadcasts under the Campaign concerned or the right to claim any compensation therefor.

5. COPYRIGHTS/ IMAGE PROTECTION/ CONFIDENTIALITY

5.1 Image protection

By entering into the Agreement, the Streamer shall grant to OM and Partners, on a free of charge basis and for the term of the Agreement, his/her consent to the use and dissemination of:

- a) his/her image and voice recorded in the course of the streams, for the purposes related to the performance of the Agreement, as well as for promotional purposes related to the Campaigns; and
- b) the Streamer's materials made available in the Space.

The foregoing consents are given for the term of the Agreement.

5.2 Protection of copyrights / protection of third-party rights

- 5.2.1 The Streamer acknowledges that the rights to the works and trademarks comprised (or used) in the Content or presented in the Panel:
- are or will be vested in OM or the Partners,
 - any materials made available by OM for the purposes of a Broadcast, including audio-visual works, trademarks or databases, are subject to protection under the Applicable Laws,
 - the use of the works or trademarks referred to above as part of a Campaign does not mean that the Streamer acquires any rights or is granted any licence for the use of such works,
 - any copying, dissemination or adaptation of any elements of the works referred to above constitutes infringement of the author's economic rights of OM/Partners and the Streamer will be held liable for such infringement. The above provision applies also to the elements of the Panel that constitute works within the meaning of the copyright laws.
- 5.2.2 The Streamer shall not be liable for any Content published in the Space, in particular as regards liability for any infringement of copyrights or third-party rights resulting from the Broadcast. The foregoing release from liability shall apply only in a situation where the Streamer does not interfere with or refer, in any manner, to the Content in the streams presented by him/her in a way that infringes any copyrights or personal interests, or compromises anyone's good reputation, etc.
- 5.2.3 Each Party undertakes to keep the secrecy of the other Party's confidential information provided to it or obtained by it within the term of the Agreement, and to protect it against unauthorised access, and to process confidential information only to ensure due performance of the Agreement.

6. REMUNERATION

- 6.1 In consideration of provision of the Service, the Streamer shall be entitled to Remuneration. Detailed rules for the calculation of the Remuneration are included in the Panel and depend on such factors as in particular: (i) duration of the Campaign, (ii) number of views (Broadcasts), (iii) Streamer's reach, and (iv) other components specified by OM. These factors shall be specified each time in the Panel as transparently as possible.
- 6.2 The Streamer may decide on the number, frequencies etc. of Broadcasts on his/her own within the limits set in the Panel. Hence, Remuneration payable to the Streamer depends on the amounts of the Content published.
- 6.3 The rules governing payment of the Remuneration shall be as follows:
- 6.3.1 By the 5th working day of each calendar month, the Streamer shall be entitled to submit via the Panel a request for payment of the Remuneration for the previous calendar month. The Remuneration amount shall result from the individual statement available in the Panel.
- 6.3.2 The request for payment of the Remuneration may not be submitted for an amount of less than EUR 25. This rule shall not apply if cooperation with the Streamer has been finished and final settlement of his/her Services is made.
- 6.3.3 If the Streamer conducts a business activity, he/she shall send to OM, along with the request for payment of the Remuneration, the relevant accounting document to serve as a basis for the payment of the Remuneration for the Service by OM (a VAT invoice, a bill or any other applicable document). These documents shall be sent to the e-mail address specified in the Panel or, if such a functionality is introduced in the Panel, directly via the Panel.

- 6.3.4 The Remuneration shall be paid within 14 days of the date the Streamer submits the request for payment of the Remuneration along with the relevant accounting document referred to in Section 6.3.2 (unless it is not required of the Streamer concerned due to the nature of his/her business activity, i.e. his/her tax status).
- 6.3.5 Should the Applicable Laws require that OM make any deductions from the Remuneration amount on account of any public levies, such deductions shall be made and the Streamer shall be notified thereof.
- 6.4 As regards Streamers being VAT payers, OM represents that it gives its consent to the issuance of VAT invoices, corrected VAT invoices and duplicates thereof in the electronic form (in the PDF format) and to sending them to OM to the following e-mail address: invoice@seegame.io or directly via the Panel (through electronic mail in accordance with the Act of 11 March 2004 on Tax on Goods and Services [VAT]). If there are any formal or technical obstacles that make it impossible to issue and send VAT invoices, corrected VAT invoices or duplicates thereof in the electronic form, they shall be sent to OM in the hardcopy form.
- 6.5 The Streamer shall bear exclusive liability for the fulfilment of all public-law obligations incumbent on him/her (in particular tax obligations) and undertakes to settle on his/her own the income taxes payable by him/her on the Remuneration. To avoid any doubt, OM stipulates that any taxes payable on the Remuneration amount shall be paid by the Streamer on his/her own.

7. PROTECTION OF PERSONAL DATA – PRIVACY POLICY

As regards protection of personal data of the Streamer, the provisions of the Privacy Policy accessible at: <https://seegame.io/policy> shall apply.

8. LIABILITY

- 8.1 OM shall bear no liability for the Streamer providing any false, imprecise or outdated information, in particular in the process of registration in the Panel. Neither shall OM be liable for any failure to keep the information updated in the course of performance of the Agreement.
- 8.2 OM shall provide the Streamer only with technical tools to support Broadcast of the Content in the Space. The Streamer shall be liable solely for the content and form of the streams as well as for the content and views, presented there, which are exclusively the views of the Streamer.
- 8.3 The Streamer shall not be entitled to remuneration for any unused Space if no orders have been placed by Partners or in any other case (notwithstanding the reason therefor), for example, suspension of the account in the Panel or refusal by OM to allow provision of the Services due to any breach of the Terms and Conditions.
- 8.4 OM shall not be liable for any consequences of the Streamer revealing the login and the password to the Panel to third parties.
- 8.5 OM reserves the right to:
- temporarily disable the Panel for maintenance or modification of its functionalities, and for servicing; and
 - block the use of the Panel if it finds that the stream or the Streamer's activities in the Space are incompliant with the rules laid down in these Terms and Conditions (in particular in Section 4.5).
- 8.6 The liability of OM shall be excluded to the fullest extent permitted by the Applicable Laws. In particular, OM shall not be liable for the effects of, including for damages sustained by the Streamer or by third parties resulting from:

- 8.6.1 actions or omissions by entities OM is not responsible for, including in particular breakdowns, unavailability or irregularities in the operation of IT systems of telecommunications operators, hackers' activities, etc.;
- 8.6.2 Force Majeure circumstances;
- 8.6.3 changes in the Campaign management rules required by the Partners;
- 8.6.4 amendments to the Applicable Laws.
- 8.7 "Force Majeure" within the meaning of these Terms and Conditions shall mean any events that: (i) are outside a reasonable control of the Party affected by such a Force Majeure where such a Party was unable to prevent such circumstances despite having exercised due care; (ii) are not attributable to the other Party; and (iii) restrict or eliminate the affected Party's ability to duly perform its obligations under the Agreement. Force Majeure circumstances include in particular such events as strikes, war, riots, terrorist acts, natural disasters (flood, fire), transport disasters, limited supply of public utilities (electricity, Internet), directly restricting or preventing performance of the Agreement by the Party.
- 8.8 Liability of OM towards the Streamer for a breach of the Agreement shall not include the Streamer's lost profit (in Latin: *lucrum cessans*); such liability shall be excluded. Furthermore, the upper limit of OM's liability shall be EUR 1000. The foregoing limits shall not apply to any wilful action or omission by OM or its employees.
- 8.9 The Streamer shall be liable for the actions and omissions taken on his/her own or through the Space managed by him/her, including for any content in his/her streams. The Streamer's liability shall include any and all losses incurred by OM in connection with the need to withhold a Broadcast or a Campaign. The Streamer shall be solely liable for compliance with the Applicable Laws, including for the appropriate Space marking (as a space where promotional content is displayed), if so required under the Applicable Laws.

9. COMPLAINTS

Complaints, if any, may be lodged in the electronic form via a contact form available in the Panel or in writing to the address of OM specified in the definitions (or the address available in the National Court Register /KRS/). The Complaint should include at least the Streamer's data (name of the entity or first name and surname, and address), description of the issue complained about and proposed manner the complaint should be settled. OM shall resolve the complaint within no longer than 30 days of the day of receipt thereof. Where the complaint lacks any information necessary to resolve it, OM shall request the Streamer to provide the missing elements of the complaint and the 30-day deadline shall commence as of the date a corrected complaint is submitted. Response to the Complaint shall be sent only to the e-mail address assigned in the registration process to the account of the Streamer concerned.

10. NATURE OF AND AMENDMENTS TO THE TERMS AND CONDITIONS

- 10.1 The Terms and Conditions and the Agreement concluded on the basis hereof shall form the entire agreement between the Parties with respect to the subject matter thereof and supersede all prior agreements and memoranda of understanding between the Parties regardless of their form. The Terms and Conditions also form an integral whole and none of their parts may be interpreted outside the context of and in isolation from the other provisions hereof.
- 10.2 The Terms and Conditions may not be amended or limited by any arrangements made outside the Panel, in particular in any form of distance communications (e.g. by e-mail or telephone). Such arrangements shall not be binding and may be interpreted as auxiliary only, and the provisions of these Terms and Conditions

and the terms of the individual Campaigns as each time available in the Panel shall prevail.

- 10.3 Any amendment to these Terms and Conditions may be introduced only in the form provided for below.
- 10.4 OM reserves the right to amend these Terms and Conditions any time, whereupon further cooperation of the Parties, use of the Panel and making the Space available shall be possible only subject to prior acceptance of the new wording of the Terms and Conditions. Any amendment to the Terms and Conditions shall become effective on the date to be specified by OM. The effective date of any amendment may fall no less than 7 days after the amended Terms and Conditions are published at: <https://seegame.io/terms> and in the Panel. While logging in the Panel for the first time (after the amendment became effective), the User shall be notified of such an amendment and the option to accept it or not. The amendment shall be also deemed accepted if the Streamer joins any Campaign following the effective date of the amended Terms and Conditions. If the amendment has not been accepted, the Streamer may terminate the Agreement upon a 1-month notice and the Terms and Conditions in their unaltered version shall be effective until the end of the notice period.
- 10.5 Amendments to the Terms and Conditions may result in particular from:
- a) any amendment to the Applicable Laws, additional regulatory requirements or from a court judgment or decision of a public administration authority,
 - b) changes in the Panel functionalities or in the services provided by OM, including those introduced for technical or technological reasons; and
 - c) removal or introduction of a functionality by OM.

11. TERMINATION OF THE AGREEMENT

- 11.1 In the case of any breach of these Terms and Conditions, OM may suspend the use of the Space as well as the use of the Panel until the breach is explained or rectified. Accordingly, OM may withhold payment of Remuneration. If a breach is impossible to rectify or the Streamer fails to rectify a breach by the date specified by OM in the request, OM may terminate the Agreement with immediate effect.
- 11.2 Either Party may terminate the Agreement at any time upon a 1-month notice.
- 11.3 Termination of the Agreement shall result in a removal of the Streamer's account from the Panel.
- 11.4 The Agreement shall be terminated through:
- delivery of the e-mail correspondence to the addresses of the Parties specified in Section 12.2,
 - use of the communication channel in the Panel.

12. FINAL PROVISIONS

12.1 Governing law / dispute settlement / severability clause

- 12.1.1 These Terms and Conditions and the Agreement entered into on the basis hereof shall be governed by, interpreted and performed in accordance with the Polish laws. To any matters not provided for in the Agreement, the relevant provisions of the Applicable Laws shall apply.
- 12.1.2 In the event that any dispute has arisen out of the Agreement, the Parties undertake to settle the same amicably or, if such amicable settlement is not possible, any disputes arising out of or in connection with these Terms and Conditions and the Agreement shall be resolved exclusively by the

common court having jurisdiction over the registered office of OM as at the date of onset of the dispute.

- 12.1.3 Should any of the Terms and Conditions or provisions of the Agreement become or be found by a competent court or a public administration authority illegal, invalid or unenforceable, the other Terms and Conditions or provisions of the Agreement concluded on the basis hereof shall remain fully effective. The Parties hereby undertake to replace, upon request of either of them, any ineffective provisions with provisions that are legally binding and fully effective, and have legal effects as close as possible to the effects of the original provisions.

12.2 Communication

- 12.2.1 Any communication between the Parties shall be in the electronic form (to the e-mail addresses available/specified in the registration process in the Panel or directly through the Panel tools) or in writing to the following addresses of the Parties:
- a) If to OM – to the postal address specified in the definitions or to the current address disclosed in the Register of Entrepreneurs of the National Court Register (KRS), or to the e-mail address available in the Panel,
 - b) If to the Streamer – to the addresses specified in the account opening process.
- 12.2.2 The Parties shall deem any correspondence sent to the addressee's e-mail address effectively delivered at the latest upon the transfer of data from the sender's server to the correct address of the other Party (addressee) or upon placement of the respective instruction in the Panel.
- 12.2.3 The Streamer undertakes to notify OM to the e-mail address specified in the Panel or directly through the Panel tools, no later than within 3 days, of any change of his/her e-mail address. Failure to perform this obligation shall result in any correspondence sent to the last e-mail address provided (registered in the Panel) by the Streamer being deemed effectively delivered.

12.3 These Terms and Conditions shall take effect as of 8 May 2023.