

TERMS OF SERVICE - GENERAL TERMS AND CONDITIONS OF THE *SEEGAME* SERVICE

1. INTRODUCTION AND DEFINITIONS

These Terms and Conditions of Service - General Terms and Conditions of the *seegame* Service define the rights and obligations of the Parties in connection with services provided by third parties to seegame, a limited liability company with its registered office in Warsaw, concerning the provision of space on *streams*, websites or subpages of the Streamer on *Twitch* or *YouTube* for a fee.

Unless otherwise specified in these Terms and Conditions of Service - General Terms and Conditions, capitalized terms shall have the following meanings (where capitalized terms in the singular are used interchangeably with the plural):

"Broadcast" – presentation of Content by seegame on the Space made available by the Streamer;

"Campaign" – a promotional campaign of the Partner (multiple Broadcasts) that is limited in time and subject matter and may be presented on the Space. Sponsorship may be divided into several parts/stages;

"Applicable Regulations" – the mandatory provisions of the law of the Republic of Poland or the provisions of the European Union directly applicable in the territory of the Republic of Poland, including tax provisions, in particular: the Civil Code, the Copyright and Related Rights Act, the Industrial Property Law Act, and the Act on Combating Unfair Competition. The guidelines or recommendations of the relevant state authorities (e.g., the President of the Office of Competition and Consumer Protection, the President of the Office of Telecommunications Regulators) shall be treated as Applicable Regulations within the meaning of these Terms and Conditions.

"seegame" - means seegame spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Warsaw, ul. Puławska 182, postal code: 02-670, entered in the Register of Entrepreneurs of the National Court Register under number 0000415338, NIP 5213629658;

"Panel" - a dedicated service containing tools used in particular for managing Content on the Surface and communication between the Parties. Registration by the Streamer in the Panel is tantamount to acceptance of the Terms and Conditions,

"Partner" - any entity cooperating with seegame other than a Streamer, on the basis of an appropriate agreement, whose Content is presented on the Surface. A Partner is, in particular, a customer of seegame;

"Recommendation" means a recommendation by a Streamer of another active Twitch or YouTube user resulting in: (i) such user becoming a Streamer within the meaning of the Terms and Conditions, (ii) entering into an Agreement, and (iii) joining and performing at least one Campaign,

"Space" means a *stream*, website or subpage managed by the Streamer (at their disposal) on *Twitch* or *YouTube*, where Content may be presented;

"Terms and Conditions" - means these Terms and Conditions of Service - General Terms and Conditions used by seegame to conclude Agreements;

"Streamer" - any person who, being an active user of the "Twitch" or YouTube website, creates an account in the Panel and agrees to the provisions of the Terms and Conditions,

"Parties" means jointly the Streamer and seegame;

"Agreement" means an unnamed agreement - a legal relationship between seegame and the Streamer, concerning the Service, established on the basis of the Terms and Conditions, under which the Streamer agrees to make the Space available to seegame for a fee, with the possibility of displaying the Partners' promotional content on it as part of the Campaign. The Agreement established on the basis of the Terms and Conditions is of a framework nature, and the Streamer's acceptance of individual Campaigns within the Broadcast constitutes a separate source of obligations for the Parties (the Streamer - in terms of making the Space available, seegame - in terms of paying the remuneration due) in accordance with the detailed terms and

conditions of individual Campaigns available in the Panel. The agreement for individual Campaigns shall be deemed concluded through the Streamer's actions in the Panel, consisting in particular of the acceptance of the Content to be published on the Space, as well as the frequency of its broadcast and the related Remuneration;

"Service" - the provision by the Streamer of the Space for the Content in accordance with the provisions of these Terms and Conditions and in accordance with the detailed terms and conditions for each broadcast of the Content contained in the Panel;

"Content" – means promotional material in a form prepared by the Partner or seegame presented on the Surface. Details regarding Content formats, length, and other parameters are available on the Panel;

"Remuneration" – remuneration due to the Streamer for presenting the Content in accordance with the price list and rules available at any time in the Panel, depending in particular on the length of the Content, the Streamer's reach (including the number of followers/subscribers) and other factors indicated by seegame in the Panel – separately for each Campaign. The amount of Remuneration is determined at the moment of acceptance of individual Content for display in the Panel. Remuneration shall be payable in accordance with the rules described in section 6 of the Terms and Conditions.

2. GENERAL PROVISIONS

2.1 The Terms and Conditions apply to all Streamers - seegame contractors who make the Space available, i.e., who enable the display of Content on the Space managed by the Streamer.

2.2 A Streamer may only be a person who has an active account on *Twitch* or *YouTube* and has full rights to manage a page or subpage on that website, enabling the Broadcasting of Content on Space, who also:

2.2.1 is an adult natural person with full legal capacity under the Applicable Regulations, conducting business activity (a non-consumer) or not conducting business activity (a consumer). In the case of persons who do not have full legal capacity, the Agreement may be concluded by a legal representative who is responsible for all actions and omissions of the Streamer and is liable for any tax obligations,

2.2.2 is a legal person or an organizational unit without legal personality registered in the territory of the Republic of Poland.

2.3. seegame is entitled to request, at the time of registration in the Panel as well as later, at any time during the term of the Agreement, the presentation of documents confirming that the conditions specified above have been met (e.g., a copy of an identity card, business registration documents) or additional authentication from the Streamer, as well as other documents required under the Applicable Regulations, in particular tax regulations enabling seegame to fulfill its obligations (e.g., providing a tax residence certificate). If the Streamer fails to comply with seegame's request within a reasonable time specified by seegame, the account in the Panel may be suspended and, after a further reminder from seegame, blocked or deleted. seegame may also decide to cooperate without the required documents, in particular without the required tax residence certificate, but in the latter case, seegame shall be entitled to withhold up to 25% of the Remuneration due to the Streamer until the above-mentioned certificate is provided. In the above cases, the Streamer shall not be entitled to any claims, in particular claims for incidental benefits (interest).

2.4 The provisions of section 2.3 above shall apply accordingly to the confirmation (authentication) of data by the Streamer via *Twitch* or *YouTube*.

3. REGISTRATION IN THE PANEL AND CONCLUSION OF THE AGREEMENT

3.1 The Service and Subject of the Agreement is the provision, for remuneration by the Streamer to seegame, of Space for the presentation of Content (Broadcasts) at times and frequencies selected by the Streamer in the Panel (as part of one or more Campaigns).

3.2 The Agreement is concluded electronically by the Streamer creating an account in the

- Panel at panel.seegame.io. Creating an account in the Panel is tantamount to accepting these Terms and Conditions and agreeing to all of its provisions.
- 3.3 The agreement (of a framework nature) shall be deemed concluded when seegame sends confirmation of account creation in the Panel to the Streamer's email address provided during registration in the Panel (the moment of sending the email from the sender's server shall be decisive).
- 3.4 Technical requirements, description of tools and how to use them, and other conditions related to the publication of Content on the Space managed by the Streamer as part of individual Broadcast Campaigns will be described in the Panel.
- 3.5 The conclusion of the Agreement does not create any direct legal relationship between seegame and the Partner and cannot be interpreted as such.
- 3.6 The Streamer is not responsible for the Content and its compliance with applicable law.
- 3.7 seegame is not responsible for the content published by the Streamer, in particular in the context of possible violations of applicable laws, copyrights, intellectual property rights, or violations of the image or good name of third parties. This does not exclude the application of the rules described in section 4.5 of the Terms and Conditions.
- 3.8 seegame may at any time interrupt the Broadcast without justification or refuse certain Broadcasts to the Streamer. This applies in particular in the event of the Partner withdrawing from the cooperation or the Streamer's actions or omissions that are inconsistent with these Terms and Conditions. The interruption of a Broadcast or refusal to allow a Broadcast shall not give rise to any claims for damages on the part of the Streamer, which the Streamer acknowledges and accepts.
- 3.9 The Broadcast and publication of Content may also be initiated by the Streamer using a keyword. The use of a keyword (in accordance with the current descriptions in the Panel) generates the display of the Content. If the Streamer has given their consent to such actions in the Panel, the pronunciation of the keyword will generate the corresponding Broadcast.
- 3.10 Use of the functionality described in section 3.9 is tantamount to consent to the use of the necessary tools (use of a computer microphone or other terminal device) and certain Streamer data, in particular the voice. In order to use the functionality specified in section 3.9, it may also be necessary to record a sample of the Streamer's voice.

4. TERMS AND CONDITIONS OF COOPERATION

- 4.1 The Streamer's cooperation in individual Campaigns is only possible if Space meets the requirements of the Terms and Conditions and individual Broadcasts specified in the Panel throughout the duration of the Campaign.
- 4.2 Participation in individual Campaigns (Broadcasts) is entirely voluntary, and the Streamer may withdraw from a Broadcast at any time. In such a case, the Remuneration shall be due only for the Broadcasts actually carried out, according to the number of views and the duration of the Broadcast, and in accordance with the price list applicable to the given Broadcast/Campaign, available each time in the Panel. In some cases, the rules of the Broadcast may provide for the payment of Remuneration only for the entirety/minimum quantity/minimum length of the presentation of individual Content. Such information will be included on the Panel each time.
- 4.3 A Streamer may participate in more than one Campaign at the same time unless the terms and conditions imposed by the Partners or seegame provide otherwise. This information will always be available in the Panel.
- 4.4 In special cases concerning certain Campaigns (and only if this is indicated in the Panel), during the course of certain Campaigns, until their completion, the Streamer will not be able to make the Space available to entities other than seegame or otherwise promote or *place products*, in particular for entities that are competitors or offer goods or services that compete with the products and services of the Partners currently presented on the Space under this Agreement (individual Campaigns).
- a) The Streamer represents and warrants that the Space, at least during the period of its availability to seegame for the duration of the Broadcast by the Streamer and (as applicable) the views, statements and content (*content*) presented by the Streamer

in the streams: will comply with the Applicable Regulations, in particular will not contain advertising/promotion of prohibited substances or substances whose advertising is prohibited (alcohol, tobacco products);

- b) will not refer to content that is generally considered offensive, vulgar, racist, discriminatory in any way, and will not contain pornographic or erotic content;
- c) shall not contain content prohibited by the Applicable Regulations
- d) shall not violate good manners or personal rights, the good name of third parties,
- e) shall not incite violence in any form;
- f) shall not otherwise expose seegame or the Partner to any damage, including loss of reputation, and shall not conflict with any published Campaign (e.g., by linking to or advertising/promoting products of competitors or such entities themselves).

The above violations constitute grounds for immediate termination of the Agreement by seegame, which may result in the suspension or deletion of the account in the Panel.

- 4.5 The Streamer further undertakes to refrain from any actions aimed at falsifying view results or otherwise causing additional traffic on *the stream*, and in particular undertakes to refrain from actions aimed at using *bots*, purchasing viewers, users, or using fake user accounts, as well as changing the settings of the Streaming Platform in a manner not agreed with seegame that would limit its availability.
- 4.6 The Streamer is not entitled to use the Content independently and without the consent of seegame, including any modification thereof (e.g., shortening). The Content may only be presented in the form and manner specified each time in the Panel.
- 4.7 The Streamer acknowledges and accepts that the Space may be monitored by seegame to verify its use in accordance with the Agreement and the terms and conditions of individual Campaigns, and in particular with the rules set out in the preceding points. If there is a suspicion that the Streamer is in any way violating the provisions of the Agreement, seegame may suspend the Streamer's use of the Panel and discontinue the use of Space. seegame may at the same time specify the actions that the Streamer must take to resume cooperation, specifying the deadline for their implementation.
- 4.8 Notwithstanding the rights related to the termination of the Agreement (Section 11.1 of the Terms and Conditions), in the event of a breach of the preceding sections, seegame shall have the right to suspend the use of the Panel and suspend the Broadcast, informing the Streamer thereof. In such a case, the Streamer shall not be entitled to Remuneration for Broadcasts within the given Campaign, and the Streamer shall not be entitled to any compensation in this respect.

5. COPYRIGHT/ IMAGE PROTECTION/ CONFIDENTIALITY

5.1 Image protection

By entering into the Agreement, the Streamer grants seegame and the Partners free and valid for the duration of the Agreement consent to use and distribute:

- a) their image and voice recorded during *streams* for purposes related to the performance of the Agreement and for promotional purposes related to Campaigns/Sponsorships; and
- b) Streamer's materials made available on the Platform.

The above consents are granted for the duration of the Agreement.

5.2 Copyright protection / protection of third-party rights.

5.2.1 The Streamer acknowledges that the rights to the works and trademarks comprising the Content (or used therein) or posted on the Panel:

- are or will be vested in seegame or its Partners,
- materials made available by seegame for Broadcasting, including audiovisual works, trademarks, or databases, are protected by the Applicable Regulations,
- the use of the above works or trademarks within the Campaign does not mean that the Streamer acquires any rights or obtains a license to use these works,

- any copying, distribution, or adaptation of the elements of the works indicated above constitutes an infringement of the economic copyrights of seegame / Partners and will be subject to the Streamer's liability for infringement of these rights. The above provision also applies to elements of the Panel that constitute works within the meaning of copyright law.
- 5.2.2 The Streamer shall not be liable for any Content published on the Platform, in particular with regard to any infringement of copyright or third-party rights related to the Broadcast. The above disclaimer applies only in situations where the Streamer does not interfere with the Content or in any way refers to the Content in *the streams* they present in a manner that infringes copyright, personal rights, reputation, etc.
- 5.2.3 Each Party undertakes to keep confidential any confidential information of the other Party that has been entrusted to it or obtained during the term of the Agreement, and to protect such confidential information from unauthorized access and processing, and to use such confidential information solely for the proper performance of the Agreement.

6. REMUNERATION

- 6.1 The Streamer shall be entitled to Remuneration for the performance of the Service. Detailed rules for calculating the Remuneration are set out in the Panel and depend on factors such as, in particular: (i) the length of the Campaign, (ii) the number of views (Broadcasts), (iii) the Streamer's reach (iv) other components indicated by seegame. These factors will be indicated in the Panel in the most transparent manner possible each time.
- 6.2 The Streamer may independently decide on the number of Broadcasts, their frequency, etc. within the limits specified in the Panel. The Streamer's Remuneration is therefore dependent on the amount of Content published.
- 6.3 The rules for payment of Remuneration are as follows:
 - 6.3.1 By the fifth working day of each calendar month, the Streamer is entitled to submit a request via the Panel for payment of the Remuneration for the previous month's calendar. The amount of the Remuneration will be based on an individual statement available in the Panel.
 - 6.3.2 A request for payment of Remuneration may not include an amount lower than PLN 50 (net amount if the Streamer adds VAT). This rule does not apply in the event of termination of cooperation with the Streamer, regardless of the reason and final settlement of their Services.
 - 6.3.3 In the case of a Streamer conducting business activity, the Streamer shall send seegame, together with the request for payment of Remuneration, an appropriate accounting document constituting the basis for payment by seegame of Remuneration for the Service (VAT invoice, bill or other appropriate document). These documents shall be sent to the email address indicated on the Panel or, if such a function is introduced in the Panel, directly through the Panel.
 - 6.3.4 The Remuneration shall be paid within 14 days of the date of delivery by the Streamer of the request for payment of the Remuneration together with the relevant accounting document referred to in section 6.3.2 (if required for a given Streamer due to the nature of their business, i.e. their tax status).
 - 6.3.5 If the Applicable Regulations require seegame to make any deductions from the Remuneration for public law liabilities, such deductions will be made and the Streamer will be informed thereof.
- 6.4 With regard to Streamers who are VAT payers, seegame declares that it agrees to the issuance of VAT invoices, VAT invoice corrections, and duplicates in electronic form (PDF format) and their transmission to seegame at the following email address: invoice@seegame.io or directly via the Panel (by email in

accordance with the provisions of the Act of March 11, 2004 on goods and services tax). In the event that formal or technical obstacles prevent the issuance and transmission of VAT invoices, VAT invoice corrections and their duplicates in electronic form, they shall be sent to seegame in paper form.

- 6.5 The Streamer shall be solely responsible for fulfilling all public law obligations (in particular tax obligations) and undertakes to settle any taxes on income arising from the Remuneration on their own. For the avoidance of doubt, seegame indicates that the Streamer shall pay all applicable taxes on the Remuneration independently.

7. PERSONAL DATA PROTECTION – PRIVACY POLICY

With regard to the protection of the Streamer's personal data, the provisions of the Privacy Policy available at seegame.io/policy shall apply.

7A. REFERRAL POLICY (APPLIES TO TWITCH ONLY)

- 7A. seegame, in order to reward the development of the gaming community and the opportunity to participate in Campaigns, grants additional bonuses for Referrals.
- 7A2. A referral is made in such a way that each Streamer (Referrer)
The User [who has completed at least one Campaign] may send a unique URL link available in their Panel to another user. The person who receives the above link may register on the Panel and join any currently active Campaign. After joining and completing at least one Campaign, the invited person becomes a Referred User.
- 7A.3 The amount of the Referral Bonus depends on the Twitch user status (according to the Twitch classification system) of the Referred User and is as follows:
- for each Referral with NORMAL account status – PLN 5 or EUR 1 for each Referred User with this status,
 - for each Referral of a user with an AFFILIATE account status – PLN 20 or EUR 5 for each Referred User with this status,
 - for each Referral with PARTNER account status – PLN 50 or EUR 10 for each Referred User with this status,
- 7A.4 The bonus will be awarded by seegame after confirmation of the Referral and approval of such Referral by the seegame administrator and will be transferred to the Referring User's wallet within 72 hours of the end of the Campaign by the Referred User in the amount calculated in accordance with point 7A.3.
- 7A.5 A Referred User can only be referred once.
- 7A.6 It is prohibited to create artificial accounts, so-called "multiple accounts," or to take any other action aimed at circumventing the provisions of these Terms and Conditions or distorting them in order to obtain a bonus for a Referral. The provisions of section 4.6 shall apply accordingly. The decision regarding the assessment of behavior in this regard shall be made by seegame.

8. LIABILITY

- 8.1 seegame shall not be liable for any false, inaccurate, or outdated information provided by the Streamer, in particular information related to registration on the Panel. seegame shall also not be liable for any failure to update during the term of the Agreement.
- 8.2 seegame provides the Streamer with only technical tools for the Broadcast of Content on the Platform. The Streamer is solely responsible for the content and form of the streams and the content and views presented therein, which are solely the views of the Streamer.
- 8.3 The Streamer shall not be entitled to any remuneration for unused Space in the event of no orders from Partners or in any other case (regardless of the reason), e.g., suspension of the account in the Panel or refusal by seegame to allow the provision of Services due to violations of the Terms and Conditions.
- 8.4 seegame shall not be liable for the consequences of the Streamer disclosing their login and password for access to the Panel to third parties.

- 8.5 seegame reserves the right to:
- a. temporarily discontinue the operation of the Panel due to maintenance or modification of its functionality and service work;
 - b. blocking the use of the Panel if it is revealed that *the stream* or the Streamer's activities on the Surface are contrary to the rules set out in these Terms and Conditions (in particular point 4.5).
- 8.6 seegame's liability is excluded to the fullest extent permitted by Applicable Law. In particular, seegame shall not be liable for any consequences, including damage incurred by the Streamer or third parties, resulting from:
- 8.6.1 the actions or omissions of entities for whose actions seegame is not responsible, including in particular failures, unavailability or malfunction of telecommunications operators' IT systems, actions of hackers, etc.;
 - 8.6.2 circumstances of Force Majeure;
 - 8.6.3 changes to the rules of the Campaign required by the Partners;
 - 8.6.4 changes to the Applicable Regulations.
- 8.7 "Force Majeure" within the meaning of these Terms and Conditions shall mean events which: (i) are beyond the reasonable control of the Party affected by the Force Majeure and the Party could not have prevented such circumstances despite taking diligent measures (ii) are not attributable to the other Party, and (iii) limit or prevent the ability of the Party affected by the Force Majeure event to properly perform its obligations under the Agreement. Force majeure circumstances include, in particular, events such as strikes, war, riots, acts of terrorism, natural disasters (floods, fires) and natural disasters, transport disasters, restrictions on the supply of public utilities (electricity, Internet), directly affecting the limitation or prevention of the performance of the Agreement by a Party.
- 8.8 seegame's liability to the Streamer for breach of the Agreement does not include lost profits (*Latin: lucrum cessans*) – this liability is excluded. Furthermore, seegame's maximum liability is limited to PLN 5,000. The above limitations do not apply to intentional acts or omissions by seegame or its employees.
- 8.9 The Streamer is responsible for actions and omissions taken independently or with the help of the Space managed by them, including the content on their *streams*. The Streamer's liability includes all losses incurred by seegame in connection with the necessity to suspend the Broadcast or Campaign. The Streamer shall be solely responsible for complying with the Applicable Regulations, including the appropriate marking of the Space (marking as a place where promotional content is displayed), if such requirements arise from the Applicable Regulations.

9. COMPLAINTS

Any complaints may be submitted electronically using the contact form available on the Panel or writing to the email address provided in the definitions (or the address available in the National Court Register). The complaint should include at least the Streamer's details (name of the entity or their first and last name and address), a description of the objections raised, and an indication of the proposed method of resolving the complaint. seegame will review the complaint within 30 days of receiving it. If the complaint does not contain the information necessary for its consideration, seegame will ask the Streamer who submitted the complaint to the extent necessary, and the 30-day period will then run from the date of delivery of the supplemented complaint. The response to the Complaint will be sent only to the email address assigned to the Streamer's account during registration.

10. NATURE AND AMENDMENT OF THE TERMS AND CONDITIONS

- 10.1 The Terms and Conditions and the Agreement concluded on the basis thereof constitute the entire agreement between the Parties with regard to the subject

matter covered thereby and replace all previous agreements and arrangements between the Parties, regardless of their form. The Terms and Conditions also constitute a comprehensive whole and no part thereof may be interpreted outside the context and in isolation from the other provisions thereof.

- 10.2 The provisions of the Terms and Conditions may not be amended or limited by any arrangements made outside the Panel, in particular in any form of remote communication (e.g., email, telephone). Such arrangements are not binding and may only be interpreted as supplementary, with the provisions of the Terms and Conditions and the terms and conditions of each Campaign available on the Panel at any time prevailing.
- 10.3 The Terms and Conditions may only be amended in the manner specified below.
- 10.4 seegame reserves the right to amend these Terms and Conditions at any time, and further cooperation between the Parties and use of the Panel and provision of the Space shall only be possible after acceptance of the new Terms and Conditions. Amendments to the Terms and Conditions shall become effective on the date specified by seegame. The date of the change cannot be less than 7 days from the date of publication of the amended Terms and Conditions on the website seegame.io/terms and on the Panel. Upon first logging into the Panel (counting from the date of entry into force of the changes), the User will be notified of such changes and of the possibility of accepting them. The Streamer's participation in any Campaign after the date of entry into force of the amendments to the Terms and Conditions shall also be deemed as acceptance of the amendments. In the event of non-acceptance of the amendments, the Streamer may terminate the Agreement with 1 months' notice, in which case the Terms and Conditions shall remain in force in their unamended version until the end of the notice period.
- 10.5 Changes to the Terms and Conditions may result in particular from:
 - a) changes to the Applicable Regulations, additional regulatory requirements or court rulings, decisions of public administration bodies,
 - b) changes in the functionality of the Panel or the services provided by seegame, including for technical or technological reasons;
 - c) the removal or addition of functionality by seegame.

11. TERMINATION OF THE AGREEMENT

- 11.1 In the event of a breach of these Terms and Conditions, seegame may suspend the use of the Space and the use of the Panel until the breach has been clarified or remedied. On the same basis, seegame may suspend the payment of the Remuneration. If the violations cannot be remedied or if the Streamer fails to remedy the violations within the time limit specified by seegame in the request, seegame may terminate the Agreement with immediate effect.
- 11.2 Each Party may terminate the Agreement at any time with one month's notice.
- 11.3 Termination of the Agreement shall result in the deletion of the Streamer's account in the Panel.
- 11.4 Termination of the Agreement shall be affected by:
 - delivery of correspondence by email to the addresses of the Parties indicated in section 12.2,
 - using the communication channel provided on the Panel.

12. FINAL PROVISIONS

12.1 Governing law / dispute resolution / severability clause

- 12.1.1 These Terms and Conditions and the Agreement concluded on their basis shall be governed by and construed in accordance with the laws of Poland. In matters not covered by the Agreement, the relevant Applicable Regulations shall apply.
- 12.1.2 In the event of disputes arising from the Agreement, the Parties undertake to resolve them amicably, and if this is not possible, any disputes arising from these Terms and Conditions and the Agreement or arising in

connection therewith shall be settled exclusively by the common court competent for the registered office of seegame on the date of the dispute.

- 12.1.3 If any provision of these Terms and Conditions or the Agreement becomes or is found to be unlawful, invalid, or unenforceable by a court of competent jurisdiction or a public administrative authority, the remaining provisions of these Terms and Conditions or the Agreement entered into on the basis thereof shall remain in full force and effect. The parties hereby undertake, at the request of either party, that the ineffective provisions shall be replaced by provisions that are legally binding and fully effective, producing legal effects that are as close as possible to the original ones.

12.2 Communication

- 12.2.1 All communication between the Parties shall be made electronically (via the e-mail addresses available/indicated in the Panel during registration or directly via the tools available in the Panel) or in writing to the following addresses of the Parties:
- a) for seegame – the postal address indicated in the definitions or the current address disclosed in the KRS business register, e-mail address – available in the Panel,
 - b) for Streamer – addresses provided when creating the account.
- 12.2.2 Correspondence sent to the addressee's email address shall be deemed by the Parties to have been effectively delivered at the latest upon transferring data from the sender's server to the correct address of the other Party (addressee) or upon submission of an appropriate instruction in the Panel.
- 12.2.3 The Streamer undertakes to notify seegame at the email address provided in the Panel or directly through the tools available in the Panel – immediately, but no later than within 3 days – of any change in their email address. Failure to comply with this obligation shall mean that you shall consider correspondence sent to the last e-mail address provided (registered in the Panel) by the Streamer as effectively delivered.

12.3 These Terms and Conditions shall enter into force on August 18, 2025.