TERMS AND CONDITIONS OF SERVICE PROVISION

- GENERAL TERMS AND CONDITIONS OF *THE SEEGAME WEBSITE*

1. INTRODUCTION & DEFINITIONS

These Terms of Service - General Terms and Conditions of *the seegame website* define the rights and obligations of the Parties in connection with the services provided by third parties to seegame spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw regarding the provision of space on *streams*, pages, profiles or subpages of the influencer on *Twitch, YouTube, Instagram, TikTok for a fee.*

Unless otherwise stipulated in these Terms and Conditions of Service – General Terms and Conditions, terms written with a capital letter have the following meanings (with terms written with a capital letter in the singular being used interchangeably with the plural):

"Broadcast" – the presentation of the Content by seegame on the Surface made available by the Influencer.

"Campaign" – a promotional campaign of a Partner, specified in terms of time and subject matter, consisting of one or more Broadcasts, which may be presented on the Surface. A Campaign may be divided into stages or phases.

"Applicable Regulations" – mandatory provisions of the law of the Republic of Poland or legal acts of the European Union directly applicable within the territory of the Republic of Poland, including in particular tax regulations, the Civil Code, the Act on Copyright and Related Rights, the Industrial Property Law Act and the Act on Combating Unfair Competition. For the purposes of these Terms and Conditions, Applicable Regulations shall also include guidelines or recommendations issued by competent public authorities (e.g. the President of UOKiK or the President of UKE).

"seegame" – seegame spółka z ograniczoną odpowiedzialnością spółka komandytowa, with its registered office in Warsaw (02-670), ul. Puławska 182, entered into the register of entrepreneurs of the National Court Register under KRS number 0000415338, NIP 5213629658.

"Panel", also referred to as the **"Website"** – a dedicated website containing tools enabling the management of Content on the Surface and communication between the Parties. Registration by the Influencer in the Panel constitutes acceptance of the Terms and Conditions.

"Partner" – any entity cooperating with seegame on the basis of a separate agreement, other than an Influencer, whose Content is presented on the Surface; in particular, a client of seegame.

"Recommendation" – an action performed by an Influencer consisting in recommending another active user of platforms integrated with the Website, as a result of which such user obtains the status of an Influencer within the meaning of the Terms and Conditions, concludes an Agreement and commences the performance of at least one Campaign.

“Place of Publication”, hereinafter referred to as the **“Surface”** – any place, space or functionality made available within platforms integrated with the Website, remaining at the disposal of the Influencer, enabling the publication or presentation of Content.

“Terms and Conditions” – these Terms and Conditions of Service, constituting the general terms and conditions used by seegame to conclude Agreements.

“Influencer” – a natural person who is an active user of platforms integrated with the Website, has the ability to publish Content on at least one Surface, creates an Account in the Panel and accepts the provisions of the Terms and Conditions.

“Parties” – seegame and the Influencer jointly.

“Agreement” – an unnamed agreement constituting a legal relationship between seegame and the Influencer concerning the provision of the Service, concluded on the basis of the Terms and Conditions, pursuant to which the Influencer agrees, for remuneration, to make the Surface available to seegame for the purpose of presenting promotional Content of Partners as part of Campaigns.
The Agreement concluded on the basis of the Terms and Conditions is of a framework nature, and each acceptance by the Influencer of an individual Campaign constitutes a separate source of obligations of the Parties (the Influencer – in terms of making the Surface available; seegame – in terms of payment of the Remuneration), in accordance with the detailed terms of each Campaign available in the Panel.
An Agreement with respect to an individual Campaign is deemed concluded at the moment the Influencer performs relevant actions in the Panel, in particular by accepting the Content intended for publication on the Surface and accepting the Campaign terms, including the frequency of Broadcasts and the amount of Remuneration.

“Service” – a service consisting in the Influencer making the Surface available for the purpose of publishing or presenting Content, provided in accordance with these Terms and Conditions and the detailed terms of individual Campaigns specified in the Panel.

“Content” – promotional materials prepared by the Partner or seegame and presented on the Surface. Details regarding formats, scope, duration and other parameters are available in the Panel.

“Remuneration” – remuneration due to the Influencer for presenting Content, determined in accordance with the price list and rules available in the Panel, depending in particular on the duration of the Content, the Influencer’s reach (including the number of followers or subscribers) and other factors specified by seegame, separately for each Campaign. The amount of Remuneration is determined at the moment of acceptance of the Content in the Panel. Remuneration is paid in accordance with Section 7 of the Terms and Conditions.
Remuneration may also be determined on the basis of separate arrangements between seegame and the Influencer, made outside the Panel, **provided that such arrangements are recorded at least in documentary form**, in particular by electronic correspondence. Arrangements not recorded in documentary form shall have no legal effect.

"**Ranking**" – a gamification and positioning system for Influencers within the Website, under which Points are awarded. The mechanics, positioning criteria and rules of the Ranking's operation are subject to change and may be updated by seegame.

"**Points**" – virtual units awarded to the Influencer as part of the Ranking, the rules for the acquisition and use of which are determined by seegame.

2. GENERAL PROVISIONS

2.1 The Terms and Conditions apply to all Influencers - seegame contractors who provide the Surface, i.e. those who create the possibility of displaying the Content on the Surface managed by Influnecer.

2.2 An Influencer may only be a person who has an active account within the platforms integrated with the Website and full rights to manage the Space within these platforms, enabling the Broadcasting of Content, who at the same time:

2.2.1 is an adult natural person with full legal capacity in the light of the Applicable Regulations, conducting business activity (a person who is not a consumer) as well as not conducting it (consumer). In the case of persons who do not have full legal capacity, the Agreement may be concluded by a statutory representative, who is responsible for all acts and omissions of the Influencer and is responsible for any tax liabilities,

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

2.3. seegame is entitled to request at the stage of registration in the Panel as well as later

- at any time during the term of the Agreement, submission of documents confirming the fulfilment of the conditions specified above (e.g. a copy of an identity card, registration documents of a business entity) or additional authentication by the Influencer as well as other documents required under the Applicable Regulations, in particular tax regulations, enabling seegame to fulfil its obligations (e.g. providing a certificate of tax residence). In the event that the Influencer fails to comply with the seegame request within a reasonable time indicated by seegame, the account in the Panel may be suspended, and after another prompt by 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 has the right to withhold the payment of the Remuneration due to the Influencer up to 25% of its amount – until the aforementioned certificate is delivered. In the above cases, the Influencer is not entitled to any claims, in particular claims for ancillary benefits (interest).

2.4 The provisions of point 2.3 above shall also apply accordingly to the process of confirming (authenticating) the Influencer's data carried out through the platforms integrated with the Website.

3. REGISTRATION IN THE PANEL AND CONCLUSION OF THE AGREEMENT

3.1 The Service and the subject of the Agreement is the provision of Space by the Influencer to seegame for a fee for the purpose of presenting the Content (Broadcast), in the

periods and with frequency selected by the Influencer in the Panel, in accordance with the terms and conditions of the relevant Campaign.

3.2 The Agreement is concluded electronically, by 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 their terms and conditions.

3.3 The agreement (of a framework nature) is considered to have been concluded at the moment when seegame sends to the Influencer's e-mail address indicated in the registration in the Panel, a confirmation of the creation of an account in the Panel (the moment of sending the e-mail from the sender's server is decisive).

3.4 Technical requirements, a description of the tools and the manner of their use, as well as other conditions related to the publication of Content on the Surface managed by the Influencer 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 Influencer is not responsible for the Content and its compliance with applicable law.

3.7 seegame is not responsible for the content published by the Influencer in particular in the context of possible violations of applicable regulations, copyrights, intellectual property rights, infringement of the image or reputation of third parties. This does not exclude the application of the rules described in point 4.5 of the Terms and Conditions.

3.8 seegame may at any time terminate the Broadcast without justification or deny the Influencer certain Broadcasts. This applies in particular to the Partner's withdrawal from cooperation or actions or omissions of the Influencer that are not in accordance with these Terms and Conditions. Termination of the Issue or refusal of the Issue does not give rise to any claims for damages on the part of the Influencer, which the Influencer acknowledges and accepts.

3.9 In the case of campaigns on the Twitch platform, the broadcast and publication of Content may also be triggered by the Influencer's use of a keyword. The use of a keyword (as currently described in the Dashboard) generates a display of the Content. In the event that the Influencer gives appropriate consent to such actions in the Panel, the utterance of the keyword will generate the corresponding Issue.

3.10 By using the functionality described in point 3.9, you agree to use the necessary tools (use of a computer microphone or other termination device) and some of the Influencer's data – in particular voice. In order to use the functionality specified in point 3.9, it may also be necessary to record a sample of the Influencer's voice

4. TERMS AND CONDITIONS OF COOPERATION

4.1 The Influencer's cooperation within individual Campaigns is possible only if the Surface meets the requirements of the Terms and Conditions and individual Issues specified in the Panel for the entire period of validity of a given Campaign.

4.2 Participation in individual Campaigns (Issues) is completely voluntary, and the Influencer may resign from the Issue at any time. In such a case, the Remuneration is due only for the actual Broadcasts in accordance with the number of views and the duration of the Issue and in accordance with the price list applicable to a given Issue/Campaign available in the Panel each time. In some cases, the rules of the Issue may provide for the payment of Remuneration only for the entire / minimum quantity / minimum length of presentation of individual Contents. Such information will be included in the Panel each time.

4.3 An Influencer may participate in more than one Campaign at the same time, unless the conditions imposed by the Partners or seegame provide otherwise. Yes, the information will always be available in the Panel.

4.4 In special cases concerning certain Campaigns (and only if it results from the information in the Panel) during the conduct of certain Campaigns – until their completion, the Influencer will not be able to make the Space available to entities other than seegame or in any other way conduct promotion or *product placement*, in particular for the benefit of entities competing or offering goods or services competitive to the products and services of the Partners currently presented on the Surface under this Agreement (individual Campaigns).

a) The Influencer represents and warrants that the Surface, during the period of its provision to the Content Broadcast, as well as any Content, statements and materials presented or published by the Influencer within the Surface, remain in compliance with the Applicable Regulations, in particular do not contain advertising or promotion of substances or products whose advertising is prohibited by law, including alcohol and tobacco products; not refer to content that is generally considered offensive, vulgar, racist, discriminatory in any way, and does not contain pornographic or erotic content;

b) will not contain content prohibited by the Applicable Regulations

c) shall not violate good morals or personal rights, the good name of persons

third parties,

d) they will not call for violence in any form;

will not cause or contribute to exposing seegame or the Partner to any damage, including reputational damage, and will not be in conflict with the Campaign carried out, in particular by promoting or advertising products, services or competitors.

The above violations are the basis for seegame's immediate termination of the Agreement, which may result in the suspension or deletion of the account in the Panel.

4.5 The Influencer undertakes to refrain from any actions aimed at manipulating the results of impressions or generating unnatural traffic within the Surface, in particular through the use of bots, the acquisition of audiences, users or interactions, the use of fake user accounts and the making, without prior agreement with seegame, changes to the settings of the Surface resulting in the restriction of its availability.

4.6 The Influencer is not entitled to use the Content independently and not agreed with seegame, including any modification (e.g. shortening). The content may be presented only in the form and in the manner indicated each time in the Panel.

4.7 The Influencer acknowledges and accepts that the Surface may be monitored by seegame in order to check 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 Influencer violates the provisions of the Terms and Conditions of the Agreement in any way, seegame may suspend the possibility of using the Panel and cease the use of the Space. seegame can also specify the actions that the Influencer must take to resume cooperation by setting a deadline for their execution.

4.8 Regardless of the rights related to the termination of the Agreement (point 12.1 of the Terms and Conditions), in the event of detecting violations of the preceding points,

seegame has the right to suspend the use of the Broadcast Suspension Panel, informing the Influencer thereof. In such a case, the Influencer is not entitled to the Remuneration for the Broadcasts within the framework of a given Campaign, and the Influencer is not entitled to any compensation in this regard.

5. CREATOR RANKING AND REFERRAL PROGRAM

5.1 Creator Ranking

5.1.1 seegame may make the Creator Ranking available in the Panel, under which Influencers earn Points based on activity on the Website.

5.1.2 The rules for awarding Points, as well as the criteria for positioning Influencers, are subject to change and may be updated by seegame. Furthermore, seegame reserves the right to deduct Points in the event of detecting any actions aimed at unfair or artificial generation of results.

5.1.3 A high position in the Ranking is of an informative and prestigious nature. Occupying a specific place in the Ranking by itself does not give rise to any financial claims on the part of the Influencer, including claims for payment of additional Remuneration.

5.2 Referral Program

5.2.1 The Influencer has the opportunity to participate in the Referral Program by sharing a dedicated invitation link available in the relevant section of the Panel. The link is used to invite a new user to perform a specific task or participate in a specific Campaign.

5.2.2 The Referral Program is not retroactive. Remuneration and Points are due exclusively for Referrals completed after the official launch date of this functionality in the Panel.

5.2.3 An effective Referral takes place only if the invited person registers from the dedicated link and correctly completes the specified task. The registration of the invited user itself does not entitle the Influencer to receive a reward for the Referral.

5.2.4 For an effective Referral, a reward in the form of a specified cash amount and Points is due exclusively to the referring Influencer (the inviter). The invited person is not entitled to any additional gratification for this reason.

5.2.5 The cash amount for an effective Referral will be added to the balance of the referring Influencer in the Panel after verification and approval of the correct performance of the task by the invited person. These funds are subject to withdrawal in accordance with the general rules described in Section 7 REMUNERATION.

5.2.6 In order to prevent abuse, within the Referral Program, it is strictly prohibited to create fake accounts, artificially generate traffic to complete the task, as well as to recommend services to members of the immediate family or persons sharing a common household with the Influencer in order to circumvent the rules and obtain the reward. The discovery of such actions entitles seegame to cancel the reward, deduct Points, and, in justified cases, to apply the sanctions provided for in Section 4 and Section 12 of the Terms and Conditions.

6. **COPYRIGHT/ IMAGE PROTECTION/ CONFIDENTIALITY**

6.1 **Image protection**

By concluding the Agreement, the Influencer grants seegame and Partners free of charge and

the consent granted for the duration of the Agreement to use and distribute:

a) your image and voice recorded in connection with the implementation of the Content published or presented as part of the Surface, for purposes related to the performance of the Agreement and for promotional purposes related to Campaigns or Sponsorships; and
b) Influencer's materials shared on the Surface.

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

6.2 **Copyright protection / protection of third party rights.**

6.2.1 The Influencer acknowledges that the rights to the works and trademarks that make up (or are used in) the Content, as well as to the materials included in the Panel:

- seegame or Partners are or will be entitled;
- materials made available by seegame for the purpose of Broadcasting, including in particular audiovisual works, trademarks and databases, are subject to the protection provided for in the Applicable Regulations;
- the use of the above works or trademarks as part of the Campaign does not imply the acquisition by the Influencer of any rights or the granting of a license to use them outside the scope of the Campaign;
- any copying, distribution, modification or adaptation of the elements of the works indicated above constitutes a violation of the economic copyrights of seegame or the Partners and may result in the Influencer's liability for the infringement of these rights.

The above provisions shall also apply accordingly to the elements of the Panel constituting works within the meaning of the provisions of copyright law.

6.2.2 The Influencer is not responsible for the Content published on the Surface, in particular with regard to possible infringements of copyright or third party rights related to the Broadcast. The above indemnification applies only if the Influencer does not interfere with the Content and does not refer to it in the Content, statements or materials published or presented by the Influencer in a manner that infringes the copyright, personal rights, goodwill or other rights of third parties.

6.2.3 Each Party undertakes to keep confidential information of the other Party entrusted or acquired during the term of the Agreement confidential confidential from unauthorized access and to process confidential information solely for the purpose of proper performance of the Agreement.

7. **SALARY**

7.1 The Influencer will be entitled to a Remuneration for the performance of the Service. Detailed rules for calculating the Remuneration are included in the Panel and depend on factors such as: (i) the length of the Campaign, (ii) the number of impressions (Broadcasts),

(iii) the Influencer's reach, (iv) other components indicated by seegame. These factors will be indicated in the Panel in the most transparent way possible.

7.2 The influencer can independently decide on the amount of emissions, their frequency, etc. within the framework indicated in the Panel. The Influencer's remuneration is therefore a remuneration depending on the amount of achieved goal specified in the Campaign.

7.3 The rules for the payment of the Remuneration are as follows:

7.3.1 By the 5th working day of each calendar month, the Influencer is entitled to submit, through the Panel, a request for payment of the Remuneration due for the previous calendar month. The amount of the Remuneration is determined on the basis of an individual statement available in the Panel or on the basis of separate arrangements between seegame and the Influencer, made outside the mechanism of the Panel and recorded in documentary form.

7.3.2 A Payment Request submitted via the Panel may not be for an amount lower than PLN 50 (net amount in cases where the Influencer charges VAT). This minimum amount requirement shall not apply in the event of: (a) termination of the cooperation at the Influencer's initiative, or (b) final settlement following expiry or termination of the Agreement for reasons not attributable to the Influencer.

In the event that the Agreement is terminated by the Platform due to the Influencer's breach of the Terms of Service (including but not limited to account ban, suspension or other sanctions imposed under the Terms), the Platform reserves the right to withhold payment of any outstanding amounts owed to the Influencer.

7.3.3 In the case of an Influencer conducting business activity, the Influencer will send seegame an appropriate accounting document constituting the basis for payment by seegame of the Service Remuneration (VAT invoice, bill or other relevant document). These documents will be sent to the e-mail address indicated in the Panel or, in the case of introducing such functionality in the Panel – directly through the Panel.

7.3.4 Payment of the Remuneration shall be made after 14 days from the date of delivery by the Influencer of the request for payment of the Remuneration together with the accounting document referred to in clause 7.3.2, if the obligation to issue such document arises from the nature of the activity conducted by the Influencer, including his/her tax status.In exceptional cases, including for the purpose of verifying the Influencer's activities or due to circumstances beyond the Company's control (e.g. failure of banking systems), this deadline may be extended.

7.3.5 In the event that the Applicable Regulations require seegame to make any deductions from the Remuneration of public law receivables, such deductions will be made and the Influencer will be informed about them.

7.4 With regard to Influencers - VAT payers, seegame declares that it agrees to issue VAT invoices, corrections of VAT invoices and their duplicates in electronic form (in PDF format) and to send them to seegame to the following e-mail address: invoice@seegame.io or directly through the Panel (via e-mail in accordance with the provisions of the Act of 11 March 2004 on Value Added Tax). In the event that formal or technical obstacles prevent the issuance and sending of VAT invoices, corrections of VAT invoices and their duplicates in electronic form, then they will be sent to seegame in paper form.

7.5 The Influencer is solely responsible for the fulfilment of all obligations of a public law nature concerning him (in particular tax liabilities) and undertakes to settle taxes on the income resulting from the Remuneration on his own. For the avoidance of doubt, seegame indicates that the Influencer pays all due taxes on the amount of the Remuneration on his own.

8. PERSONAL DATA PROTECTION – PRIVACY POLICY

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

9. LIABILITY

9.1 seegame is not responsible for providing false, inaccurate or outdated information by the Influencer, in particular information related to registration in the Panel. seegame is also not responsible for the failure to update this information during the performance of the Agreement.

9.2 seegame provides the Influencer with only technical tools to enable the Broadcast of Content on the Surface. The Influencer is solely responsible for the content, statements and opinions presented by him as part of the Surface, to the extent that they constitute his own statements or materials.

9.3 The Influencer is not entitled to any remuneration for unused Space, in the absence of orders from the 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.

9.4 seegame is not responsible for the consequences of the Influencer providing third parties with the login and password to access the Panel.

9.5 Seegame reserves the right to:

a. temporary cessation of operation of the Panel due to maintenance activities or related to the modification of its functionality and maintenance works;

b. block the possibility of using the Panel in the event that it is revealed that *the* Content or the Influencer's actions on the Surface are contrary to the rules set out in these Terms and Conditions (in particular, point 4.5).

9.6 seegame's liability is excluded to the fullest extent permitted by the Applicable Laws. In particular, seegame is not liable for the consequences, including damages incurred by the Influencer or third parties, resulting from:

9.6.1 actions or omissions of entities for which SEEgame is not responsible, including in particular failures, unavailability or malfunction of IT systems of telecommunications operators, actions of hackers, etc.;

9.6.2 circumstances of Force Majeure;

9.6.3 changes to the rules of running the Campaign required by the Partners;

9.6.4 amendments to the Applicable Regulations.

9.7 "Force Majeure" within the meaning of these Terms and Conditions means events that: (i) are beyond the reasonable control of the Party affected by the Force Majeure Event and the Party could not have prevented such circumstances despite taking diligent action

(ii) are not on the other Party's side, and (iii) limit or prevent the Affected Party's ability to properly perform its obligations under the Agreement. The circumstances of Force Majeure include, in particular, such events as strikes, war, riots, terrorist acts, natural disasters (flood, fire) and natural disasters, communication disasters, restrictions on the supply of public utilities (electricity, Internet), directly affecting the limitation or impossibility of performance of the Agreement by the Party.

9.8 seegame's liability towards the Influencer for breach of the Agreement does not include the lost profits lost by the Influencer (Latin*: lucrum cessans*) – this liability is excluded. In addition, seegame's upper limit of liability is limited to PLN 5,000. The above restrictions do not apply to the intentional act or omission of seegame or its employees.

10. The Influencer is responsible for actions and omissions taken on their own or with the help of the Space they manage, including the content on their *profiles*. The Influencer's liability includes any losses of seegame incurred in connection with the need to suspend the Broadcast or Campaign. The Influencer is solely responsible for compliance with the Applicable Regulations, including the appropriate marking of the Surface (designation as a place where promotional content is displayed), if such requirements result from the Applicable Regulations.

11. **COMPLAINTS**

Any complaints may be submitted electronically using the contact form available in the Panel, via e-mail to the address previously used by seegame to contact the Influencer in matters related to the Agreement, or in writing to the seegame address provided in the definitions (or the address disclosed in the National Court Register).

The complaint should contain at least the Influencer's data (the name of the entity or its name and address), a description of the objections raised and an indication of the proposed method of resolving the complaint.

Seegame examines the complaint within 30 days from the date of its receipt. In the event that the complaint does not contain the information necessary to consider it, seegame will ask the Influencer to supplement it to the extent necessary, with a deadline of 30 days running from the date of delivery of the completed complaint.

The response to the complaint is sent to the e-mail address assigned to the Influencer's Account in the Panel or to the e-mail address from which the complaint was submitted, if it was previously used for contact between seegame and the Influencer.

12. NATURE AND AMENDMENT OF THE REGULATIONS

12.1 The Terms and Conditions and the Agreement concluded on the basis thereof constitute the entire agreement between the Parties with respect to the subject matter covered by them and supersede all previous agreements and agreements of the Parties, regardless of their form. The Terms and Conditions are also a comprehensive whole and none of their parts may be interpreted outside of context and in isolation from its other provisions.

12.2 The provisions of the Terms and Conditions may not be changed or limited by any arrangements made outside the Panel, in particular in any form of distance communication (e.g. e-mail, telephone), subject to the provisions of the Terms and Conditions that explicitly allow for a specific form of communication or making statements outside the Panel. Such arrangements are not binding and may be interpreted only as an alternative, whereby the provisions of the Terms and Conditions and the terms and conditions of individual Campaigns available in each case in the Panel prevail.

12.3 Changes to the Terms and Conditions may only be made in the form provided below.

12.4 seegame reserves the right to change these Terms and Conditions at any time, and further cooperation of the Parties and the use of the Panel and the provision of the Space will be possible only after accepting the new content of the Terms and Conditions. The amendment to the Terms and Conditions becomes effective on the date indicated by seegame. The deadline for the change may not be shorter than 7 days from the moment of making the amended Terms and Conditions available on the seegame.io/terms website and the Panel. The User will be notified of such changes and the possibility of accepting them when logging in to the Panel for the first time (counting from the moment the changes come into force). Acceptance of the changes is also considered to be the Influencer's entry into any Campaign after the date of entry into force of the amendments to the Terms and Conditions.

12.5 In the event of non-acceptance of the changes, the Influencer may terminate the Agreement with a 1-month notice period, whereby the Terms and Conditions in the unchanged version are valid until the end of the notice period.

12.6 Changes to the Terms and Conditions may result in particular:

a) From Changes Applicable regulations, additional requirements regulatory or court ruling, a decision of a public administration body,

b) changes in the functionality of the Panel or services provided by seegame, including for technical or technological reasons;

c) from the removal or addition of functionality by seegame.

13. **TERMINATION**

13.1 In the event of a violation of the provisions of these Terms and Conditions, seegame may suspend the use of the Space as well as the use of the Panel until the violations are clarified or removed. On the same terms, seegame may withhold the payment of the Salary. In the event that the violations are not remediable or if the Influencer fails to remedy the violations within the time limit indicated by seegame in the call. seegame may terminate the Agreement immediately.

13.2 Each Party may terminate the Agreement at any time upon one (1) month's notice.

13.3 Termination of the Agreement results in the deletion of the Influencer's account in the Panel.

13.4 The Agreement is terminated by:

- delivery of e-mail correspondence to the addresses of the Parties indicated in point 14.2,
- use of the communication channel included in the Panel.

14. **FINAL PROVISIONS**

14.1 **Governing Law / Dispute Resolution / Severability Clause**

14.1.1 These Terms and Conditions and the Agreement concluded on the basis thereof are subject to the provisions of Polish law and will be performed and interpreted in accordance with them. In matters not regulated by the Agreement, the relevant Applicable Laws shall apply.

14.1.2 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 out of or in connection with these Terms and Conditions and the Agreement shall be resolved exclusively by the common court competent for seegame's registered office on the date of the dispute.

14.1.3 If any of the provisions of the Terms and Conditions or the Agreement would become or be found to be contrary to the law, invalid or unenforceable according to a competent court or public administration body, the remaining provisions of the Terms and Conditions or the Agreement concluded on the basis thereof shall remain in full force. The Parties hereby undertake, at the request of either of them, that the ineffective provisions shall be replaced by provisions which are legally binding and fully effective, producing legal effects which are as close as possible to the original provisions.

14.2 **Communication**

14.2.1 All communication between the Parties takes place electronically (via the e-mail addresses available/indicated in the Panel during registration or directly through the tools available in the Panel) or in writing to the following addresses of the Parties:

a) for seegame – postal address indicated in the definitions or current address disclosed in the register of entrepreneurs of the National Court Register, e-mail address – available in the Panel,

b) for the Influencer – the addresses provided when creating an account.

14.2.2 Correspondence sent to the addressee's e-mail address shall be deemed by the Parties to have been effectively delivered no later than at the moment of data transfer from the sender's server to the correct address of the other Party (addressee) or submission of an appropriate instruction to the Panel.

14.2.3 The Influencer undertakes to notify seegame at the e-mail address indicated in the Panel or directly through the tools available in the Panel – immediately, but no later than within 3 days – of the change of their e-mail address. Failure to comply with this obligation will mean that the correspondence sent to the last email address provided (registered in the Panel) by the Streamer will be deemed to have been effectively delivered.

14.3 **These Terms and Conditions enter into force on 04.05.2026**