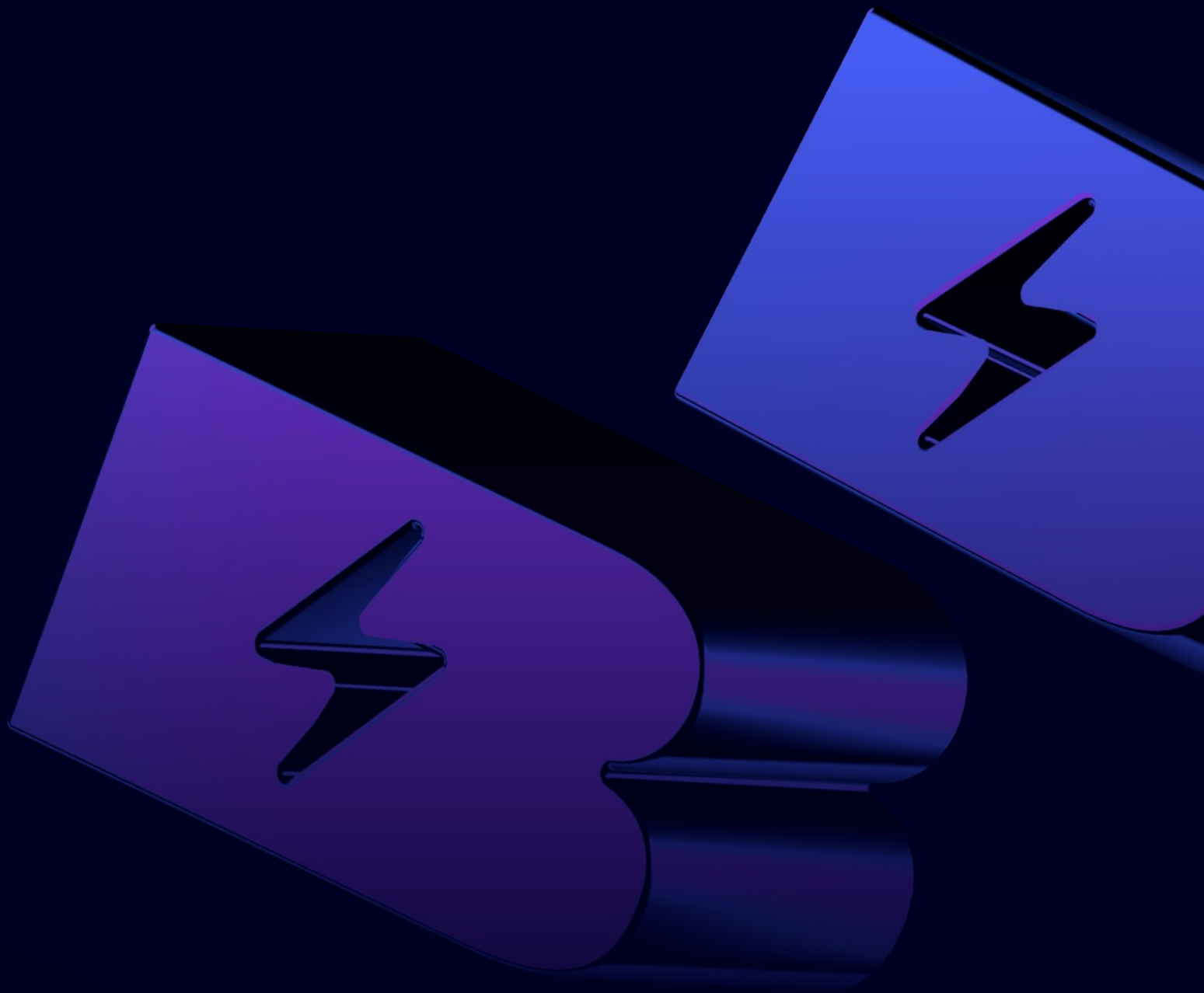




BETBY

CLIENT PORTAL

TERMS AND CONDITIONS

These terms and conditions outline the rules and regulations for the use of Betby client portal available at the URL help.betby.com (hereinafter – Portal).

The following terminology applies to these Terms and Conditions and Privacy Policy and any and all other statements in this Portal: "Betby", "Ourselves", "We", "Our" and "Us", refers to Operator of the Portal. "Party", "Parties", or "Us", refers to both you and ourselves, or either you or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

For the purposes of these Terms and Conditions the term "client" shall be understood as an entity having a valid agreement for use of Betby sportsbook solution or data feed, whereas term "user", "You" and "Your" refers to you, the person accessing this Portal due to employment or similar relationship with an existing client requiring communication with the support service of Betby and accepting these Terms and conditions.

By accessing the Portal you accept these terms and conditions in full. Do not continue to use the Portal if you do not accept all of the terms and conditions stated on this page.

Access to the Portal

Full access to this Portal is restricted to authorized representatives of registered clients who have valid agreements for the services provided by entity trading legally under Betby trademark only. Login to the portal for registered users takes place via dedicated URL disclosed only to the registered users. Unauthorized users or users that have not logged in properly will have very limited access to the Portal and its functionalities at all times subject to Portal operator sole discretion.

Access to the Portal can be granted by:

- 1) Betby Support team member;
- 2) Main user of a registered client (MVP).

MVP has the widest access rights to the Portal, at all times restricted to the issues related to the particular client, whose representative is the MVP. MVP may grant access to the Portal to other team members of the respective client. MVP at all times shall be responsible for having the list of the Portal account holders updated.

Irrespective of activities of the MVP We are not obligated to grant or permit access the Portal to any user. We may at any point and at our sole discretion terminate or limit access to the Portal to anyone without any explanation.

We reserve the right to terminate or restrict any user account at our discretion, with or without prior notice, including but not limited for the following reasons whether actual or suspected:

- 1)Unauthorized access or sharing – allowing unauthorized individuals to access the portal;
- 2)Security breach or threat – engaging in activities that compromise Portal security;

- 3) Fraudulent activity – engaging in deceitful practices such as identity misrepresentation;
- 4) Data misuse or leakage – improper handling, sharing, or theft of confidential information;
- 5) Termination of business relationship – no longer being affiliated with the operator granting access or termination of our business relationship with the client;
- 6) Inactive account – extended periods of non-use, as defined by policy;
- 7) Suspicious or malicious behavior – engaging in hacking, spamming, or unethical activities;
- 8) Breach of confidentiality undertakings – sharing protected or proprietary information in violation of NDAs concluded by us with the client;
- 9) Failure to maintain compliance with updated policies – not accepting or adhering to revised terms and conditions.

We expressly reserve the right to share any client user related information with the client, including but not limited to request pre-approval or re-approval of a future or existing user as may be applicable from time to time.

Any user of the Portal is solely responsible for maintaining the confidentiality of its login credentials and ensuring that they are not shared with any other person.

Use of the Portal

The Portal provides information and communication services, including but not limited to live chat and information resource materials. All content and services are provided for convenience and informational purposes only.

Portal may be used to:

- 1) to chat with the support team and to receive information from the support team regarding issues related to operation of the sportsbook solution;
- 2) to provide information to the support team;
- 3) to read the informative articles related to sportsbook solution, its features, new developments, available sports, data feeds etc. as per sole discretion of Betby.

Any information that may be received in the Portal shall be limited to the information related to the client the user represents. Users are strictly prohibited to request and/or receive information that do not relate to the client user represents.

Nothing on this portal constitutes legal, financial, or professional advice. You should seek independent professional counsel before making any decisions based on the information provided. The Portal is not intended for any particular jurisdiction. Provision of betting products shall at all times be subject to any applicable law in any particular jurisdiction.

The Portal is not a betting and/or gambling advertisement and is not intended and information provided on the Portal may not be used for distribution, promotion or advertising of betting and/or gambling services to any person, including but not limited to players of the client. The Portal is intended for and may be used only by B2B professionals.

It is expressly prohibited to you to use the Portal:

- to license, sublicense, sell, resell, rent, lease, transfer, distribute or time share or otherwise make Portal or any part thereof available for access by third parties;
- to disassemble, reverse engineer, decompile or modify the Portal or otherwise create derivative works of the Portal, alter, erase, remove, copy, modify, halt or disable the Portal, any part thereof or third-party data, software or network directly or via any automatic device, process or means of access such as a robot or spider.
- to access the Portal for the purpose of developing a product or service that competes with the Portal;
- to use the Portal to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act, e.g. damages property of another or violates rights of any person or entity;
- to use the Portal in any manner that violates any applicable federal, state, local or international law or regulations, or advocates, promotes or assists in any unlawful act, constitutes an illegal threat or violates export control laws, privacy or publicity rights, copyright, patent, trademark, trade secret or other intellectual property right, or conflicts with these Terms and Conditions of use or the Privacy Policy.
- to disrupt security, integrity or operation of the Portal;
- to remove or modify a copyright or other proprietary rights notice in the Portal;
- to use the Portal to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner;

– to use the Portal in a manner that is false, deceptive, misleading or fraudulent, including but not limited to:

1) any attempt to impersonate any person or entity, including any other user, Betby employee or owner of the Portal or any part thereof;

(2) to misrepresent your identity or affiliation with any person or organization;

– to use the Portal in a manner that may have a detrimental effect on the Portal function, user interaction or security, including but not limited to:

(1) gaining unauthorized access to, or attempting to compromise the security of, any network, system, computing facility, equipment, data or information;

(2) attempting to intercept, redirect or otherwise interfere with communications intended for others;

(3) disabling, damaging overburdening or impairing the Portal or any server, computer or database connected to or accessed by the Portal;

(4) modifying, blocking or otherwise interfering with the display of the Portal;

(5) interfering with another user's ability to access, use and enjoy the Portal;

(6) transmitting or introducing any malicious or technologically harmful element to the Portal such as a spyware program, virus, Trojan horse, worm or logic bomb;

(7) performing, without Betby's express prior written authorization, scalability testing, load testing, probing, scanning, penetration or vulnerability testing of the Portal, and

(8) engaging in any activities that results in any server being the target of a denial-of-service attack;

- to access or use the Portal for the benefit of a third party;
- to access content or data of the Portal that is not intended for the particular client, log onto a server that you have no permission to access or otherwise violate or attempt to violate any security or authentication feature or measure of the Portal.
- to automate access to the Portal, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;
- permit any third party to do any of the foregoing.

The Portal can be accessed by registered Users from countries around the world.

The User is solely responsible for the accuracy, completeness, and timeliness of any information provided within the Portal. The User agrees to update such information as necessary to maintain its accuracy. The Portal operator assumes no liability for any consequences arising from incorrect, outdated, or misleading information submitted by the User.

License

Unless otherwise stated, Betby and/or its licensors own the intellectual property rights for all material on Betby. All intellectual property rights are reserved. User may view pages available and use the services available at the Portal only to perform the obligations related to the position the User is assigned to by the Client as an employer of the User, subject to restrictions set in these Terms and Conditions.

iFrames

Without prior approval and express written permission, you may not create frames around our Portal or any pages thereof or use other techniques that alter in any way the visual presentation or appearance of our Portal.

Intellectual Property Rights

For the purposes of these Terms and Conditions, “Intellectual Property Rights” means any and all intellectual property rights, whether registered or unregistered, including but not limited to any patents, trademarks, domain names, URLs, design rights, copyright, product names and logos, processes, trade secrets, confidential information or any similar rights in any jurisdiction.

Betby.com or the right holders (as applicable) shall retain and be assigned all rights, title, interest and Intellectual Property Rights in relation to the content found on the Portal.

Amendments

We reserve the right to modify these Terms and Conditions at any time. Any updates will be posted on this page with a revised "Last Updated" date. Continued use of the Portal after modifications constitutes acceptance of the updated Terms.

We reserve the right to terminate or modify the Portal in whole or in part in any manner at our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the Portal is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Portal.

Disclaimer

This Portal is designed to submit information and obtain information in a manner that will not compromise your security or reveal personal information about you.

We strive to provide accurate and up-to-date information but make no warranties regarding its accuracy, completeness, or reliability.

We shall not be liable for any damages or losses resulting from reliance on the information provided on the portal.

We do not guarantee uninterrupted or error-free access to the portal and are not responsible for any technical issues that may arise.

No waiver of any term, provision, or condition of these Terms and Conditions, whether by conduct or otherwise, in any one or more instances, shall be deemed a continuing waiver of such term, provision, or condition, nor shall it be considered a waiver of any other term, provision, or condition of these Terms and Conditions.

Operator of the Portal does not accept any liability for any loss or damage, whether direct or consequential, for information, other than that being

requested and in the appropriate input areas, being posted on this Portal through any of the forms that are present on this Portal now, or might be added in the future.

You are responsible for all activity that occurs via your computer or another device that you use to access and use the Portal.

Thus Operator of the Portal, its affiliates or employees before you or anyone else are not responsible for:

- Any loss of use, data, goodwill, or profits, whether or not foreseeable;
- Any special, incidental, indirect, consequential, or punitive damages whatsoever (even if we have been advised of the possibility of these damages);
- Any damages resulting from loss of use, data, or profits, whether or not foreseeable;
- Any damages based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or arising from any other claim arising out of or in connection with your use of or access to the Portal;

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our Portal and the use of this Portal (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing will:

1. Limit or exclude our liability for death or personal injury resulting from negligence;
2. Limit or exclude our liability for fraud or fraudulent misrepresentation;
3. Exclude any of our liabilities that may not be excluded under applicable law.

No liabilities or responsibility is accepted for any errors or omissions that may be present in the Portal or any loss or damage resulting from such errors or omissions, whether direct or consequential or whether such entry is made by the operator of the Portal, its employees, authorized agents or by any person having access to this Portal. In the case of such errors or omissions, the only remedy available to you is the rectification of such an error or omission by Operator of the Portal or any of its authorized representatives.

To the extent that the Portal and the information and services on the Portal are provided free of charge, we will not be liable for any loss or damage of any nature.