

TERMS OF SERVICE

September, 2023

TVBET means brand “TVBET”, company Gry Telewizyjne Sp.z.o.o. and its partner companies acting under TVBET brand.

TVBET website means: <https://tvbet.tv/en/>

INTRODUCTION

TVBET website is subject to the provisions of these Terms and Conditions (“The Terms”) and all its content is owned by us or our collaborators and operated by us and you can access and use them under these Terms.

In order to use the **TVBET website**, you must read carefully and agree to these Terms and accept them by clicking the button for acceptance. If you don't accept this agreement you cannot use the service.

DISCLAIMER

It is the sole responsibility of each user or visitor of our website to read carefully and accept the Terms. If you use or continue browsing our website, or part of it, you are deemed to accept and be bound by the Terms and by our Privacy Policy if you transfer data to us. If there is some inconsistency between the Terms and any related documentation or information, the Terms shall prevail.

INTELLECTUAL PROPERTY

In **TVBET website** all the copyrights (unless otherwise indicated), its contents, including all information, graphics elements, code(s), text, design, logos, button icons, images, audio clips, digital downloads and software, as well as similar intellectual property rights are owned by **TVBET**. and should not be reproduced or distributed without our prior authorisation. It is not permitted to access, print and download materials or part of it from **TVBET website** unless expressly permitted in writing and then solely for personal and non-commercial use. Different uses of the **TVBET website** must be explicitly approved in written form by us. Information on **TVBET website** must not be altered, distributed or displayed without our express written permission.

TVBET trademarks, trade names, symbols and similar elements that appear on **TVBET** websites (the “Marks”) are protected by national and international trademark laws. All use of the Marks is strictly prohibited without our expressly written authorization. The Marks may not be used in connection with any product or service different from ours’ or that is not approved by **TVBET** or in any manner that is likely to cause confusion among customers, that disparages or discredits **TVBET** or may cause harmful consequences to our business. The user of or subscriber to **TVBET** does not obtain any rights in relation to the Marks or any other materials on the website. A breach of this clause may imply liability for damages.

If the user or visitor uploads or posts materials to the **TVBET website** (for example, and in a non-exhaustive manner; comments, suggestions, problem reports, bug reports and design ideas) you agree that you automatically grant to **TVBET** a non-exclusive, royalty-free, world-wide and perpetual licence to use, modify, incorporate and reproduce such materials in any manner and you waive all your moral rights in relation to such materials.

4. CONTENT

The content of **TVBET website** shall be understood as general information and does not provide advice, make any offer or, other than as expressly stated herein. The contents of **TVBET website** are based upon sources of information believed to be reliable, however, save to the extent required by applicable law or regulations, no guarantee, warranty or representation (express or implied) is given as to its accuracy or completeness and, **TVBET**, its associated companies, members, officers and employees will not accept any liability or responsibility in respect of the information or any views expressed herein. The materials on **TVBET website** are provided “AS IS” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, or non-infringement.

TVBET does not moderate the content or links provided by third parties before their publication on **TVBET website**. **TVBET** is not responsible for the content provided by third parties or for its availability.

5. RESTRICTIONS

TVBET website shall be used only in accordance with these Terms.

Users and visitors may not:

- Use **TVBET website** in any other improper manner that violates the Terms.
- Conceal their identity or steal someone else's identity or, in any case, pretend to be or represent a third party, if not expressly allowed to do so by such third party;
- Probe, scan or test the vulnerability of **TVBET.**, including the services or any network connected to the website, nor breach the security or authentication measures on **TVBET website**, including the services or any network connected to **TVBET.**;

- Publish or disseminate content that is unlawful, obscene, illegitimate, defamatory or inappropriate;
- Defame, abuse, harass, use threatening practices, threaten or violate the legal rights of others in any other way (such as rights of privacy and publicity);
- Rent, lease or sublicense **TVBET website** or products;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of **TVBET website** or its content or products;
- Copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through **TVBET website**;
- Circumvent any technology used by **TVBET website** to protect content accessible via it;
- Reverse engineer, decompile, disassemble, modify or create derivative works based on **TVBET website** or any portion of it.

6. LIABILITY

Neither **TVBET** or any affiliate, providers, employees or our partners shall be liable for any indirect, special, consequential, or incidental damages including, without limitation, lost profits or revenues, costs of replacement goods, loss or damage to data arising out of the use or inability to use **TVBET website** or any product, or damages resulting from use or reliance on the information present, even if **TVBET** has been advised of the possibility of such damages.

7. GOVERNING LAW AND DISPUTES

By accessing **TVBET website** and/or by subscribing to any of the services you agree that all matters relating to your access to and use of **TVBET website** and of the services provided by **TVBET** shall be governed by and construed in accordance with the laws of Poland, without giving effect to any principles of conflicts of law.

Any dispute or difference, controversy or claim arising out of or in connection with **TVBET website** and/or the services (a "Dispute") will be resolved according to the laws of Poland. To initiate the mediation a party must give notice in writing to the

other of the existence of a dispute or issue and request an dispute resolution. The preceding will start not later than thirty (30) days after the date of the notice.

These dispute resolution mechanisms shall not, however, be construed in any way as to limit **TVBET** freedom to enforce its rights including (but not limited to) in respect of the Marks, in any jurisdiction. By agreeing to arbitration, you and **TVBET** do not intend to deprive any court of competent jurisdiction of its ability to issue any form of provisional remedy, including a preliminary injunction, or order any interim or conservatory measure. A request for such provisional remedy or interim or conservatory measure to a court shall not be deemed a waiver of the agreement to arbitrate.

8. FORCE MAJEURE

If **TVBET** in the performance of the services offered in **TVBET website** commits any failure or delay, it shall not be deemed a breach of its obligations to you if such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, epidemics, change of legislation, change of custom, public utility electrical failure, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, or labour difficulties, court order, outage, delays or disruptions of the Internet or telecommunications networks, third party non-performance or any other similar cause beyond the reasonable control of **TVBET**.. Any liability for the consequences arising out of any such force majeure events shall not be accepted by **TVBET**.

9. MISCELLANEOUS

TVBET reserves the right to modify or replace these Terms at any time without prior notification at their sole discretion. A significant change to these Terms caused by the alterations, **TVBET** shall take appropriate steps to bring such changes to your attention (such as by placing a notice of such change on a prominent position on **TVBET website**, together with the changed Terms and Conditions). Should **TVBET** decide to use this method will be at their sole discretion and choosing and does not imply it is their binding obligation.

“Significant change” shall be determined at **TVBET** sole discretion, in good faith and using common sense and reasonable judgement.

The user must be responsible to ensure that it is aware and performs periodic checking of the Terms and the Privacy Policy or any other policy that **TVBET** may place on **TVBET website** from time to time to ensure that you agree with **TVBET**; and your continued use of **TVBET website** or any part thereof following any modifications of the Terms, the Privacy Policy or any other policy that **TVBET** may place on **TVBET website** shall be deemed to constitute your acceptance of such modifications.

If any competent authority declares that any provision of these Terms is deemed to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms shall not be affected.

It shall not operate as a waiver thereof any failure or delay by a party to exercise any of its rights under these Terms and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right.

Any rights not expressly granted herein are reserved.

The responsibility for understanding the contents and operation of **TVBET website** is on the user. **TVBET** reserves the right to change the format of any and all current or

future websites in order to enhance it for your user experience and/or for other business purposes as our sole discretion.