

**GENERAL TERMS AND CONDITIONS OF THE BEAFFILIATES.COM
AFFILIATES PROGRAMME***Last Update :08/08/2023***BETWEEN:**

EQUINOX LIMITED, a private limited liability company incorporated in Gibraltar under no. 103831, whose registered address is Sovereign Place, 117 Main Street, GX11 1AA, Gibraltar

Hereinafter “**Equinox**”

AND:

The natural person or company mentioned in the registration form to be filled in on the www.beaffiliates.com website,
Hereinafter the “**Affiliate**”

Hereinafter individually a “**Party**” and collectively the “**Parties**”.

Article 1. Definitions

Active Bettor: shall mean a bettor that has placed at least one bet or gaming action on the Betclic Web Site.

Advertising Material: shall mean all of the advertising and promotional works of expression concerning the Web Site and in particular banners, e-mailings in HTML format, advertorials, images, logos, graphics and hypertext links that Equinox, the Group or a company of the Group provides to the Affiliate via the Platform.

Affiliate Account: Shall mean the account of an Affiliate approved by Equinox pursuant to the Affiliate's request for registration on the Platform.

Affiliation T&Cs: These general terms and conditions of the beaffiliates.com affiliation program.

Affiliate Web Site: shall mean the web site published by the Affiliate and for which it is responsible for such aspects as the content and the web site's compliance with all the prevailing and applicable rules and regulations. The Affiliate must declare the name of the Affiliate Web Site in the registration form (see article 3 “Procedure for affiliation to the Platform”).

Beaffiliates Web Site: shall mean the www.beaffiliates.com web site.

Betclic Web Site: shall mean the www.betclic.com web site.

Commission: shall mean the sum of money due to the Affiliate in keeping with the terms of article 8 hereafter, or the special terms and conditions mentioned in the insertion order.

Consumer Affiliate: shall mean an individual who joins the affiliation program in a non-business capacity.

Contract: shall mean (i) the registration form filled in by the Affiliate in accordance with article 3 hereafter, (ii) the Affiliation T&Cs accepted by the Affiliate, and (iii) any special terms and conditions negotiated by the Parties and written in an insertion order.

Group: shall mean Betclic Everest Group SAS and all of its subsidiaries. The Betclic Everest Group, to which Equinox belongs indirectly, is based at 5 rue François 1er, 75008 Paris, France.

New Client: shall mean a person who has no account on the Betclic Web Site, who opens an account on the Betclic Web Site via the advertising and promotional material present on the Affiliate Website and who makes an initial deposit at least ten (10) euros into this account.

Platform: shall mean the BeAffiliates platform, which is accessible on the Beaffiliates Web Site.

Article 2. Purpose of the Contract

2.1. This Contract is designed to enable the Affiliate to promote the Betclic Web Site on a non-exclusive basis.

The Affiliate must refer potential New Clients to the Betclic Web Site using the Advertising Material provided by Equinox, the Group or any company of the Group and shall benefit from the payment of a Commission in return.

2.2. To that end, the Advertising Material that is made available to the Affiliate shall be identified (via tracking) by Equinox as having been provided to the Affiliate. This tracking technology allows the identification of the New Clients that were

referred through the Affiliate Web Site. Such identification will establish the Commissions due to the Affiliate, provided that the Affiliate complies with the terms of the Contract.

Article 3. Procedure for affiliation to the Platform

Any person wishing to become an Affiliate must follow the following procedure:

- a) Visit the Beaffiliates Web Site and fill in a registration form specifying in particular:
 - Its quality as a consumer in the event that the Affiliate's Site is not published as part of a professional activity;
 - Personal information (login, surname, first name, email address, telephone, company name, registration number, postal address, etc.);
 - Bank details;
 - Url of the Affiliate Web Site.
- b) Read, and accept these Affiliation T&Cs at the end of the registration form.

The Parties may negotiate and agree on special terms and conditions. If so, they shall be set out in an insertion order and forwarded by Equinox to the Affiliate by e-mail. For these special T&Cs to be applicable, the Affiliate must sign these special T&Cs and acknowledge receipt thereof.

- c) Equinox shall use its best efforts to send out an e-mail confirming or rejecting the application for affiliation within two (2) working days following the application.

The criteria of acceptance of the application for affiliation by Equinox shall include the following: the Affiliate Web Site **(i)** must comply with all applicable laws and regulations, **(ii)** it must not be a web site that is aimed primarily at an audience aged under 18, **(iii)** it must not relay illegal gambling offerings (for instance online casinos) nor offer or promote "easy" money-making schemes.

Affiliates whose application for affiliation is approved by Equinox shall be allocated an Affiliate Account enabling them to connect to the Platform and thereby retrieve the Advertising Material.

Equinox shall be entitled to refuse to register any persons on the Betclic Web Site (or close their accounts) for instance in order to comply with laws applicable to online gambling and betting web sites, and/or in order to comply with any internal procedures and in particular those concerning fraud.

Article 4. The Affiliate's general obligations

- 4.1. Unless the Parties specifically agree otherwise, an Affiliate may only hold a single Affiliate Account.

The Affiliate undertakes to promote the Betclic Web Site by installing and maintaining links to the Betclic Web Site on its Affiliate Web Site. The Affiliate undertakes to only create such links using the Advertising Material. Any other form of advertising that shall not have been expressly authorized by Equinox shall be strictly prohibited.

The Affiliate undertakes to only use the most recent Advertising Material as updated regularly by Equinox on the Platform.

The Affiliate undertakes not to make any change to this Advertising Material.

The Affiliate undertakes to use the Advertising Material solely on the Affiliate Web Site approved by Equinox.

- 4.2. Any promotion on the social networks in connection with the "Betclic" brand must be approved beforehand by Equinox and expressly validated by the latter.

- 4.3. The Affiliates undertake not to **(i)** directly or indirectly create "New Client" accounts on the Betclic Web Site either for themselves or for their employees, family members or any third parties, **(ii)** directly or indirectly feed such accounts by way of deposits in order to bet on the Betclic Web Site in order to increase their Commissions.

In case of any suspicion of fraud and/or direct or indirect act of fraud whatsoever on the part of an Affiliate, Equinox may:

- suspend or withhold payment of the Commissions for any "New Clients" involved,
- cancel the "New Client" accounts involved,
- rescind the Contract by e-mail, effective immediately, without detracting from any court actions.

- 4.4. Affiliates undertake not to apply for affiliation on behalf of any third party; the Affiliate Account shall be strictly personal: it may therefore neither be transferred nor assigned.

- 4.5. Affiliates undertake not to engage in any sponsorship via their Betclic player account, should they have one.

- 4.6. The Affiliate undertakes not to promote the Betclic Web Site via a "pop-under", through a browser window hidden behind the opened web page. No new bettor shall be considered as having been recruited or shall be taken into consideration if recruited by such means.

- 4.7. In light of the public interest aims of protecting minors, the Affiliate acknowledges that the Affiliate Web Site must not specifically target minors nor must the Affiliate Web Site's activity be mainly aimed to under-age individuals.

4.8. The Affiliate accepts to provide Equinox with the necessary documents relating to the Affiliate, requested thereby, at any time, in order to carry out checks relating to the Affiliate's Web Site and/or the Affiliate itself. The requested documents may include, in particular, bank statements or corporate identity papers, ID, utility bill.... In particular, if the Affiliate does not provide the requested documents within thirty (30) days of registration, Equinox will not be able to pay the Affiliate's Commissions.

4.9. Should the Affiliate fail to comply with the obligations mentioned in clauses 4.4, 4.5, 4.6, 4.7 and 4.8, Equinox shall be entitled to terminate the Contract after a seven (7) working day notice, sent by e-mail to the Affiliate. The Contract shall thereupon be terminated under the terms of article 10 of the Contract.

4.10 The Affiliate should always verify that gambling is allowed in the jurisdiction where he is implanted. The Affiliate must not register an account if located in a jurisdiction in which using our gaming services is unlawful or contrary to any applicable regulation (Prohibited Jurisdiction). The Affiliate understands and accepts that we do not warrant in any way or manner that its use of the Web Site is legal in any jurisdiction and that it is his responsibility to ensure the legality of its actions. Equinox cannot provide with any legal advice as to the legality of internet gambling in its jurisdiction, nor can accept any liability whatsoever for any punishment imposed upon the Affiliate by any relevant authority as a consequence of the illegal use of the Web Site. The Affiliate must take any necessary steps to ascertain the legality or otherwise in the jurisdiction prior to attempting to register and promote on our Platform and/or Website. Equinox reserves the right to immediately suspend the account if it is noted that an account has been opened, or is being used, from a Prohibited Jurisdiction. Prohibited Jurisdictions include at least France, Poland, Sweden, Italy, Portugal, Spain, Netherlands, Senegal, Ivory Coast, Republic of Benin, the United Kingdom, the United States of America and any other jurisdictions in which using the Service is not legal.

Article 5. The Affiliate's obligation to recruit New Clients

In order to qualify for a Commission as defined in article 8 hereunder, or in the special terms and conditions featured in the insertion order, as negotiated by the Parties, the Affiliate must refer at least five (5) New Clients per month. In order to fully qualify as New Clients, they must become Active Bettors following the date of the approval of the Affiliation application, sent by Equinox by e-mail (see article 3 of these T&Cs).

Should the Affiliate fail to recruit this minimum number of Active Bettors per months, Equinox shall be entitled to terminate the Contract after a seven (7) working day notice by email.

Article 6. Name, content, maintenance of the Affiliate Web Site

6.1. Should the Affiliate decide to modify the purpose, the content, the name, the presentation of the Affiliate Web Site, it must notify its intentions to do so to Equinox by sending an e-mail to the following address: affiliate@beaffiliates.com at least one (1) month prior to any change.

In light of the modifications made to the Affiliate Web Site, Equinox may terminate this Contract within thirty (30) days following receipt of the information should the Affiliate Web Site no longer meet Equinox's affiliation criteria, and in particular the criteria defined in article 3 above.

6.2. The Affiliate shall be fully responsible for the development, the operation and the maintenance of the Affiliate Web Site as well as for its content.

The Affiliate undertakes not to disseminate over the Affiliate Web Site any content that runs counter to the public interest, the prevailing statutes or regulations, such as, but not limited to:

- content of violent or pornographic nature, harmful to people, violating human dignity, belittling equality between men and women, or goes against the protection of minors;
- content that encourages or promotes criminal offences or activities;
- content inciting violence, the consumption of prohibited substances, suicide, discrimination and/or racial hatred;
- content constituting fake news or rumor-mongering;
- content violating privacy;
- content that constitutes or encourages harassment;
- content of an insulting, hateful, defamatory, denigrating, racist, antisemitic or xenophobic nature;
- content that infringes intellectual property rights in any way, and in particular copyright, related rights, trademark rights, personality rights and proprietary rights, or that might violate production secrecy;
- content that involves mass-transmission of unsolicited e-mails or spam;
- content aimed primarily at children aged under 18.

Any failure by the Affiliate to comply with the foregoing terms may result in Equinox to:

- suspend or non-payment of any Commissions that may be due to the Affiliate,
- terminate the Contract by sending an email with immediate effect and this, without prejudice to any legal action.

The Affiliate is solely responsible for the Affiliate's Web Site and, accordingly, indemnifies Equinox, its Group and any company owned by it, against any claims, remedies, actions that may be brought as a result of the Affiliate's failure to comply with this clause. The Affiliate shall bear all costs and charges (including attorneys' fees) and shall indemnify Equinox, its Group and its companies from any and all claims, proceedings, direct and indirect damages suffered.

6.3. By accepting the Affiliation T&Cs, the Affiliate commits to respect the following rules:

In general, affiliated members should not abuse consumers' credulity, trust or lack of experience and knowledge. Communication by affiliated members, in any form whatsoever, must be clear, fair and accurate and be available in a responsible and transparent manner.

Communication by affiliated members must not, both in form and content:

- Present gambling proceeds as revenue, additional revenue, or gambling as an investment or an alternative to work;
- Take advantage of false beliefs about the chances of winning or imply that it is definitely or almost definitely possible to win;
- Present gambling as a way of recovering gambling losses;
- Let people think that the repetitiveness of gambling will definitely enable the gambler to win or increasing the frequency of gambling helps the gambler's chance of winning grow slightly every time;
- Let people think that skill or experience will enable the gambler to rule out chance or uncertainty in the probability of winning;
- Promote, trivialize or encourage excessive, immoderate gambling and/or excessive risk-taking;
- Disapprove or disparage people who do not gamble or, inversely, confer a form of superiority on those who do gamble;
- Suggest that it is targeted at under 18s or use visual, sound, verbal or written elements which make it specifically attractive for under 18s.

Article 7. Intellectual property

7.1. Any intellectual property right linked to the advertising and promotional material, the brands, the logos and the domain names of Equinox, the Group or the Group's companies, is and shall remain the exclusive property of Equinox, of its Group or any of its subsidiaries.

7.2. Throughout the duration of this Contract, Equinox grants the Affiliate a non-exclusive license to use the advertising and promotional material, the "Betclic" trademark and logo, strictly within the scope of the Affiliate's execution of the Contract.

This license cannot be sub-licensed, transferred or assigned.

The Affiliate undertakes not to perform any action that might in any way infringe these intellectual property rights. The Affiliate undertakes to immediately inform Equinox should it become aware of any use of the advertising and promotional material, trademark or logo by any third party in violation of the intellectual property rights of Equinox, its Group or the Group's companies.

7.3. The Affiliate undertakes not to file an application for an identical or similar trademark in any countries nor to reserve a domain name that is identical or similar to any trademark or domain name used or registered by Equinox, the Group or any company of the Group, specifically with the terms "Betclic", "Betclick", "BeAffiliates" or any other term that may be understood as referring to the Group or any company of the Group. In general, the Affiliate undertakes not to use any identical or similar distinctive element that might infringe the rights of Equinox or the Group.

Similarly, the Affiliate undertakes not to commission or encourage any person to any of the above.

Should the Affiliate wish to use a domain name that is not used or held by Equinox, its Group or the companies of its Group, the Affiliate shall notify this to Equinox in order to enable the latter to take all reasonable measures to reserve that domain name, or as the case may be, to grant the Affiliate a license to use it for the duration of the Contract.

The Affiliate hereby acknowledges and agrees that the reservation of domain names that violate the trademarks of competitors of Equinox, its Group, or the Group's companies, shall also be prohibited.

The Affiliate acknowledges and agrees that a mere award of damages shall not constitute sufficient reparation and undertakes to do everything needed in order to transfer to Equinox, its Group or any companies belonging to it, all the rights linked to any domain names registered in violation of this clause and to promptly perform all actions necessary to ensure the transfer of these names, at its own expense.

No Commission shall be due to the Affiliate for any Active Bettors generated by any domain names that were registered and awarded in violation of this clause.

7.4. The Affiliate undertakes not to register or to commission the registration of any keywords, search terms or other identifiers that are identical or similar to the trademarks of Betclic, BeAffiliates or those that incorporate variants, misspellings or combinations of these terms, add words to them (such as "game", "sport", "casino", "bet", "jeu"...), or that are identical or similar to the trademarks belonging to Equinox, the Group or any companies of the Group.

Article 8. Commission scale

The Affiliate shall be paid on a CPA ("Cost Per Acquisition") basis, as defined within the insertion order, based on "New Players" recruited over one (1) calendar month.

Article 9. Payment of the Commissions

9.1 Subject to the Affiliate's compliance with the terms of the Contract, Equinox shall pay to the Affiliate a monthly Commission based on the commission scale chosen by the latter and approved by Equinox, bearing in mind that if the

payment due is lower than fifty euros before tax (€ 50 + tax), the Parties agree that Equinox may defer it until the following month.

In accordance with Article 4.8, Equinox will not be able to pay the monthly Commission to the Affiliate until the Affiliate has provided the documents, justifications or identifications necessary for the validation of its account (requested documents may include, in particular, bank statements or corporate identity papers, ID, utility bill...).

9.2. All the Commissions due shall be paid in euros.

9.3. Payment of the Commission will be made no later than thirty (30) days from the end of each month and will be made either (i) by bank transfer or (ii) by crediting an electronic wallet (Neteller/Skrill).

Equinox does not deduct any fees on bank transfers; however the Affiliate's own bank may choose to charge fees on such transactions.

9.4. Equinox shall use the data that is available on the Platform as the basis for determining the Commissions.

9.5. It shall be up to the Affiliate to ensure that the bank account details needed for the payment of its Commission are up-to-date and have been duly transmitted to Equinox. The Affiliate undertakes to request from Equinox the payment of any Commission due within twelve (12) months of it becoming due. Once this timescale shall have elapsed, the Affiliate shall no longer be entitled to request payment for same.

Article 10. Term & termination

10.1. The Contract shall come into force upon Equinox's approval of the Affiliate's application for affiliation by e-mail. The Contract shall last for an indefinite period of time, unless either party give at least thirty (30) day' written notice of termination by e-mail. **Such notice does not apply to the Affiliate's consumer right of withdrawal.**

10.2. Should either Party fail to comply with any of its obligations under the Contract, the other Party shall be entitled to terminate the Contract with immediate effect following an e-mail notification.

Such termination must however be preceded by a formal notice of default, notwithstanding any damages that may also be due. The termination will therefore be effective once a notice of default has been sent requesting remedy of the breach, and the breach remains unchanged after a period of seven (7) days following the date of receipt of the notice.

The Affiliate's failure to abide by gambling or any other legislation, codes of practice or guidelines effective, entitles Equinox to terminate this Contract with immediate effect.

10.3. In case of fraud, Equinox shall be entitled to terminate the Contract without notice. Should this be the case, Equinox shall be entitled not to pay the fraudulent Commissions, to deduct them, or to request that the Affiliate reimburses them, as the case may be.

10.4. Should the license granted to any company of the Group be temporarily or permanently withdrawn by MGA, Equinox shall be entitled to terminate the Contract by means of a registered letter with acknowledgement of receipt, effective immediately, without the Affiliate being entitled to any compensation.

Should the Contract be terminated for whichever reason, the Affiliate undertakes to remove all of the advertising and promotional material from the Affiliate Web Site and to deactivate all the links featuring on its Affiliate Web Site and pointing to the Betclic Web Site within five (5) days following the termination of the Contract.

Any termination will result in the termination of the chosen commission plan. No remuneration shall be due after the end of the Contract.

Article 11. Confidentiality

11.1. The Affiliate undertakes to comply with a strict confidentiality obligation, without limitation in time, concerning any and all information, whatever the nature thereof and whatever the medium on which it was obtained, to which they shall have access in the course of or as part of the performance of this Contract and relating to the activity of Equinox, of the Group and of the Group's subsidiaries.

In particular, during and after the expiry of the Contract, the Affiliate acknowledges the responsibility to treat in complete confidence all marketing and sales information and statistics relating to Equinox's business which may be divulged in the course of conducting the contractual relationship.

11.2. The Affiliate hereby guarantees that all persons directly or indirectly involved in the execution of all or part of the present Contract will comply with this obligation.

11.3. This confidentiality obligation shall not apply in case of a court order sent to either Party, or should either Party need to bring material proofs as part of an administrative, tax or judicial investigation. Nor will it apply to the counsels of the Parties who are bound to professional secrecy.

Article 12. Personal Data Processing

For the purposes of the services provided by the Affiliate in the scope of the affiliation program, Equinox (a subsidiary of Betclic Everest Group) and the Affiliate shall be liable for their respective personal data processing. They both act as a controller.

12.1 Equinox's Undertakings

Equinox, which determines the purposes of the personal data processing, is a controller within the meaning of the applicable data protection regulations.

Equinox undertakes to process personal data in accordance with applicable laws on the protection of personal data and all (hereinafter jointly referred to as the "**Applicable Data Protection Rules**").

For more information regarding the processing of your personal data, you can consult our **Data Protection Policy** (attached below).

13.2 Affiliate's Undertakings

In the scope of performance of the Contract, the Affiliate undertakes to comply under all circumstances with all legal and regulatory requirements in force, including inter alia requirements relating to Applicable Data Protection Rules.

The Affiliate, as a controller, undertakes inter alia to:

- Comply with the principles of freely-given, specific, informed and unambiguous consent, where applicable;
- Collect and process personal data in the scope of the specified, explicit and legitimate purposes for which consent was given by the data subjects;
- Keep the personal data for no longer than necessary for the purposes and nature of the processing;
- Ensure that cookies and other trackers comply with the regulation;
- Ensure the confidentiality and integrity of the personal data processed;
- Guarantee the rights of data subjects in accordance with the applicable regulation (right to be informed, right of access, right of rectification, right to erase personal data processing).

Please note that you can lodge a complaint with a Supervisory Authority in Malta (IDPC <https://idpc.org.mt/raise-a-concern/>) or at a Supervisory Authority in the EU Member State where you are resident if you believe you have suffered an infringement of your rights.

13.3 Each Party may at any time, subject to at least thirty (30) days' notice, revise the provisions of Article 13 by replacing said article by an agreement providing for at least the same personal data protection conditions and adapted to any changes to applicable laws on the subject.

Article 14. Liability

14.1. Each Party shall be liable in accordance with the law in case of direct damage caused to the other Party.

14.2. The Affiliate shall compensate Equinox for any direct or indirect losses or damages suffered by Equinox and/or the Group, including loss of income and loss of clients, arising in particular from the Affiliate's failure to comply with the terms of the Contract.

14.3. Each Party's obligation to compensate the other Party shall remain in force after the expiry or the termination of the Contract.

Article 15. Modification of the Affiliation T&Cs

The Affiliate acknowledges and agrees that Equinox may modify the Affiliation T&Cs.

Any new version of the Affiliation T&Cs shall be displayed via a pop-up when the Affiliates access the Affiliate Account.

The Affiliate must accept this new version of the Affiliation T&Cs within thirty (30) days following the publication of the notification of modification.

Should the Affiliate refuse or fail to accept the modified Affiliation T&Cs, its Affiliate Account shall be closed and the Contract shall be automatically terminated.

Article 16. Miscellaneous

16.1. Each clause of the Contract shall form an indivisible whole, so that any decision by a court of justice that one of the provisions of this Contract is null and void or unenforceable shall not affect the validity or enforceability of the other provisions of this Contract.

16.2. No tolerance by either Party of the other Party's failure to comply with any of the provisions of the Contract, even if repeated, shall be deemed to constitute a waiver by that Party of any of the provisions of this Contract.

16.3. This Contract may not be transferred by either Party, save with the express, prior and written approval of the other Party. As an exception to the above, Equinox may freely transfer its rights under the Contract to another company of the Group subject to notifying the Affiliate in writing.

16.4 The Contract is drawn up in both French and English languages. In case of discrepancies between the versions or a difference in its interpretation, the French version will prevail.

Article 17. Economic independence

17.1. Under no circumstance may the Contract be interpreted as constituting a joint venture, a mandate, an agreement between principal and agent, a partnership, or a consortium agreement between the Parties.

17.2. The Parties shall act in their own name and under their sole responsibility.

17.3. Each Party undertakes not to enter into any commitment for and on behalf of the other Party, to which it may not under any circumstance substitute itself, except within the limits that are strictly necessary for the performance of the Contract.

17.4. The Parties are completely autonomous and independent from one another, and remain sole masters of their respective management and administration. Throughout the duration of the Contract, the Affiliate undertakes to ensure sufficient diversification of the companies with which it collaborates.

In any event, the Affiliate will not hold Equinox responsible for any situation of economic dependency resulting from the application of the Contract.

Article 18. Anti-Bribery and Ethical Rules

In accordance with the regulations on the prevention and anti-bribery measures and similar offences, the Parties undertake not to commit any act of bribery, whether active or passive, and to prevent such acts by adopting transparent commercial practices with their various business partners.

The Affiliate acknowledges that Equinox belongs to the Group, which sees itself as responsible and exemplary. As such, the Affiliate is hereby informed that the Group expects its employees and its partners to comply with ethical rules aimed at preventing any act of active or passive bribery or influence peddling.

The Affiliate therefore undertakes to never directly or indirectly propose, promise or grant any advantage to an employee of the Group nor to pressure or solicit the employees of the Group in any way.

Article 19. Applicable law and jurisdiction

This Contract shall be governed by and interpreted in accordance with the laws of Malta, whose courts shall have exclusive jurisdiction to settle any dispute arising therefrom.

POLITIQUE DE PROTECTION DES DONNEES AFFILIE*Dernière mise à jour 20/12/2021***INTRODUCTION**

La protection et la sécurité des données à caractère personnel de nos Affiliés et utilisateurs est une préoccupation essentielle pour la société Equinox (filiale de Betclik Everest Group).

Lors de la collecte et du traitement de vos données à caractère personnel dans le cadre de votre contrat d'affiliation, Equinox agit en tant que responsable de traitement et s'engage à respecter, en toutes circonstances, l'ensemble des prescriptions légales et réglementaires en vigueur ainsi qu'à toutes les lois applicables (ci-après ensemble dénommés la « Réglementation Applicable à la Protection des Données »).

La présente Politique vous informe également sur l'ensemble des moyens dont vous disposez pour contrôler l'utilisation des services et exercer vos droits s'y rapportant. En vous inscrivant sur le Site ou en utilisant le Site, vous déclarez avoir lu et compris la présente Politique de protection des données.

Pour toute question sur la présente Politique, vous pouvez contacter notre Délégué à la Protection des Données (DPO) à l'adresse suivante : privacy.team@betclicgroup.com

1. Collecte de vos données à caractère personnel

Nous pouvons être amenés à collecter certaines données à caractère personnel vous concernant lors de votre inscription, notamment :

- Informations personnelles
 - Nom d'utilisateur
 - Mot de passe
- Détails de contact
 - Adresse e-mail
 - Prénom
 - Nom de famille
 - Téléphone
 - Nom Skype
 - Adresse
 - Pays
- Coordonnées bancaires
 - Nom
 - Adresse
 - IBAN
 - Swift/BSB/Routing

DATA PROTECTION POLICY AFFILIATES*Last update 20/12/2021***INTRODUCTION**

The protection and security of the personal data of our Affiliates and users is an essential concern for the company Equinox (subsidiary of Betclik Everest Group).

When collecting and processing your personal data as part of your affiliation contract, Equinox acts as data controller and undertakes to comply, in all circumstances, with all legal and regulatory requirements in force, any amendment, consolidated text or re-edition ("Texts applicable to personal data protection").

This Policy also informs you of all the means at your disposal to control the use of the services and exercise your rights relating thereto. By registering on the Site or using the Site, you declare that you have read and understood this Data Protection Policy.

For any questions about this Policy, you can contact our Data Protection Officer (DPO) at the following address: privacy.team@betclicgroup.com

1. What personal data is collected ?

When you register, we may collect the following data :

- Personal information
 - Username
 - Password
- Contact details
 - Email address
 - Name
 - Surname
 - Phone number
 - Skype username
 - Postal address
 - ZIP Code
 - Country
- Banking details
 - Name
 - Address
 - IBAN
 - Swift/BSB/Routing

- Données additionnelles
- Adresse URL du site internet utilisé pour l'affiliation,
- Données de navigation (voir section cookies)

Nous pouvons également être amenés à collecter toute documentation d'identification concernant l'Affilié personne physique ou personne morale, à n'importe quel moment, afin d'effectuer des vérifications concernant le Site de l'Affilié et/ou toute information concernant l'Affilié.

- Additional data
- URL address used for affiliation,
- Navigation data.

We may also be required to collect any identification documentation concerning the Affiliate, natural person or legal person, at any time, in order to carry out checks concerning the Affiliate's Site and / or any information concerning the Affiliate.

2.L'utilisation de vos données à caractère personnel

- **Le respect de nos obligations contractuelles :** Nous utiliserons vos données pour remplir nos obligations découlant du Contrat conclu entre vous et nous, et pour vous fournir les informations et les services que vous nous demandez. Nous utiliserons également vos données pour vous informer des modifications apportées à nos services et/ou produits et de l'évolution de notre relation contractuelle.
- **Le respect de nos obligations légales :** En tant qu'opérateur réglementé, nous sommes tenus de nous conformer aux directives applicables aux opérateurs de paris en ligne ainsi qu'à la législation de lutte contre la fraude.
- **Intérêts légitimes :** Nous utiliserons également vos données dans certains cas sur la base de nos intérêts légitimes, principalement pour : se protéger contre la fraude et assurer la sécurité physique et informatique de notre société ; assurer la gestion de tout litige survenant entre nous ou avec des tiers.

3. Finalités d'utilisation de vos données à caractère personnel ?

Vos données à caractère personnel ne sont utilisées que dans le cadre des finalités pour lesquelles vous les avez communiquées, à savoir :

- Gestion du compte Affilié et fourniture des Services ;
- Gestion de la communication avec l'Affilié ;
- Analyse et amélioration de l'offre ;
- Lutte contre la fraude ;
- Répondre à une demande d'ordre légal ou réglementaire, une décision de justice ou dans le cadre d'une procédure juridique ;
- Gestion des plans de commissionnement et des paiements.

4. Destinataire de vos données à caractère personnel

Equinox est seul destinataire de vos données à caractère personnel. Elles sont toutefois susceptibles d'être transmises à des sociétés de Betclic Everest Group et des sociétés sous-traitantes en veillant à ce qu'elles soient utilisées uniquement dans le cadre des finalités indiquées dans la présente politique de protection des données.

2. On what basis do we collect your personal data ?

- **Compliance with our contractual obligations:** We will use your data to fulfill our obligations arising from the Contract between you and us, and to provide you with the information and services you request from us. We will also use your data to inform you of changes to our services and / or products and the evolution of our contractual relationship.
- **Compliance with our legal obligations:** As a regulated operator, we are required to comply with the directives applicable to online betting operators as well as with the legislation against fraud.
- **Legitimate interests:** We will also use your data in certain cases on the basis of our legitimate interests, mainly to protect against fraud and ensure the physical and IT security of our company; ensure the management of any dispute arising between us or with third parties.

3. For what purposes do we collect your personal data ?

Your personal data are only used for the purposes for which you have communicated them, namely:

- Affiliate account management and provision of the Services;
- Communication management with the Affiliate;
- Analysis and improvement of the offer;
- Fight against fraud;
- Respond to a legal or regulatory request, a court decision or as part of a legal procedure;
- Management of commissioning plans and payments.

4. Recipients of your personal data

Equinox is the sole recipient of your personal data. They are, however, likely to be transmitted to companies of the Betclic Everest Group and to subcontractors, ensuring that they are used only for the purposes indicated in this data protection policy.

Vos données pourront également être communiquées aux divers prestataires de services d'Equinox comme, par exemple, les prestataires de paiement et ce, exclusivement pour les besoins de son activité et afin de lui permettre de remplir les obligations légales et réglementaires notamment concernant la lutte contre la fraude.

Vos données pourront également être transmises à :

- Plateforme d'affiliation ;
- Prestataires de services informatiques ;
- Auditeurs ;
- Toute autorité compétente.

Nous veillons strictement à ce que nos sous-traitants respectent la Réglementation Applicable à la Protection des Données ainsi que les règles que nous leur imposons contractuellement en matière de sécurité des données.

Certains de nos sous-traitants peuvent être situés hors Cote d'Ivoire. Dans cette hypothèse, nous veillons à ce que les transferts soient encadrés par des garanties juridiques adéquates. Nous nous engageons à faire respecter par nos sous-traitants les obligations de sécurité et de confidentialité requises.

5. La sécurité de vos données à caractère personnel

Equinox met en œuvre des mesures de protection de vos données personnelles via des dispositifs de sécurité techniques et organisationnelles.

En cas d'utilisation non autorisée de vos identifiants, vous devez immédiatement en informer Equinox ou le Groupe.

6. La conservation de vos données à caractère personnel

Nous ne conservons vos données à caractère personnel que pour les durées correspondantes à la poursuite des finalités pour lesquelles elles ont été collectées notamment afin de vous fournir les services associés à votre contrat d'affiliation et nous conformer à nos obligations légales, notamment en matière de jeu en ligne ou pour faire valoir un de nos droits.

7. Les droits relatifs à vos données à caractère personnel

- Le droit d'être informé sur les traitements concernant vos données à caractère personnel : Vous avez le droit d'exiger des informations claires, transparentes et facilement compréhensibles sur la façon dont nous utilisons vos informations et sur vos droits.
- Le droit d'accéder à vos données à caractère personnel : Vous avez le droit d'obtenir une copie de vos données à caractère personnel.
- Le droit de rectifier vos données à caractère personnel : Vous avez le droit de rectifier vos données à caractère personnel si celles-ci sont erronées ou incomplètes.

Your data may also be communicated to the various service providers of Equinox such as, for example, payment providers and this, exclusively for the needs of its activity and in order to allow it to fulfill legal and regulatory obligations, in particular concerning the fight against fraud.

Your data may also be transmitted to:

- Affiliate platform;
- IT service providers;
- Auditors;
- Any competent authority.

We strictly ensure that our subcontractors comply with the GDPR as well as the rules that we contractually impose on them in terms of data security.

Some of our subcontractors may be located outside the European Union. In this case, we ensure that the transfers are framed by adequate legal guarantees. We are committed to ensuring that our subcontractors comply with the required security and confidentiality obligations.

5. Security of your personal data

Equinox implements measures to protect your personal data through technical and organizational security measures.

In the event of unauthorized use of your credentials, you must immediately notify Equinox or the Group.

6. Retention of your personal data

We only keep your personal data for the periods corresponding to the pursuit of the purposes for which they were collected, in particular in order to provide you with the services associated with your affiliation contract and to comply with our legal obligations, in particular in terms of online gambling and anti-money laundering, or to assert one of our rights.

7. Your personal data rights

- The right to be informed about the collection and use of your personal data: You have the right to demand clear, transparent, and easily understandable information about how we use your personal data and about your rights.
- The right to access to your personal data: You have the right to obtain from Betclic a copy of your personal data.
- The right to data portability: The right to data portability allows you to obtain and reuse your personal data for your own purposes across different services. This right only applies when the lawful basis for processing this information is consent or contract, or when the information is processed by automated means.
- The right to rectify and complete your personal data:

• Le droit de vous opposer au traitement de vos données à caractère personnel : Vous pouvez vous opposer à tout moment à la réception de messages commerciaux en changeant vos préférences.

• Le droit à l'effacement de vos données à caractère personnel : Vous pouvez demander la suppression de vos données à caractère personnel. Ce droit ne pourra s'appliquer que dans certains cas où vos données à caractère personnel ne sont plus nécessaires pour réaliser les finalités pour lesquelles elles avaient été collectées ou traitées.

En tant qu'Affilié, vous pouvez exercer vos droits en adressant un courrier électronique au Délégué à la Protection des Données (« DPO ») à l'adresse e-mail suivante :

privacy.team@betclicgroup.com.

Si toutefois vous considérez que ces droits n'ont pas été respectés, vous avez la possibilité de porter une réclamation auprès de l'autorité de contrôle et de protection des données personnelles si vous pensez avoir subi une violation de vos droits.

8. Cookies et autres traceurs

8.1 Qu'est-ce qu'un cookie ?

Un cookie est un petit fichier placé sur votre terminal (ordinateur, votre tablette ou votre appareil mobile) par un site Internet ou une application mobile. Un cookie ne contient aucune information intelligible mais permet de faire le lien entre un terminal et d'autres informations relatives à votre expérience sur nos Services ainsi que les préférences que vous avez exprimées en utilisant ces Services.

8.2 Quels sont les cookies présents sur le site ?

Cookies de site Web essentiels :

Ces cookies sont strictement nécessaires pour vous permettre d'accéder au site web. Si vous empêchez leur installation, vous ne pourrez plus utiliser les fonctionnalités du site web et celui-ci pourrait ne pas fonctionner de façon efficace.

Cookies d'analyse :

Ces cookies recueillent des informations qui sont utilisées sous une forme agrégée pour nous aider à comprendre comment le site Web est utilisé et à garantir sa bonne administration.

Aucun cookie publicitaire, de réseaux sociaux ou balise web (pixel) n'est utilisé lors de votre navigation sur le site.

8.3 Comment régler et bloquer des cookies via vos paramètres de navigation ?

Vous pouvez également définir ou modifier les commandes de votre navigateur Web pour accepter ou refuser les cookies. Si vous choisissez de refuser les cookies, vous pouvez toujours utiliser notre site Web, bien que votre accès à certaines fonctionnalités et zones de notre site Web puisse être restreint.

Comme les moyens par lesquels vous pouvez refuser les cookies via les contrôles de votre navigateur Web

You have the right to have inaccurate personal data rectified or completed if it is incomplete, without due delay, subject to the regulations applicable to online gambling operators. For more information, you can refer to our Terms and Conditions.

• The right to object to the processing of your personal data: You have the right to object to the processing of your personal data after you have registered with us.

• The right to have your personal data erased : You can ask Betclic to erase your personal data, if the retention of your personal data is no longer necessary for the purposes for which it was collected.

As an Affiliate, you can contact our Data Protection Officer (DPO) at the following email address:

privacy.team@betclicgroup.com.

Please note that you can lodge a complaint with the competent Supervisory Authority.

8. Cookies and other trackers

8.1 What is a cookie ?

A cookie is a small data file placed on the hard drive of your terminal (computer, smartphone, tablet, etc.) via our browser, when you access an online service. A cookie allows its issuer to identify the terminal in which it has been placed and to keep in memory certain information relating to your activity, for a limited period, to improve and personalize your experience on the site.

8.2 Cookies on the website ?

Necessary cookies :

These cookies allow you to use the main functionalities of our website and access to secured areas of the website. Without these cookies, our website cannot run normally. These cookies also ensure security of the website for its users.

Analytics cookies :

These cookies collect information which is used in aggregate form to help us understand how the website is used

No advertising cookies, social networks or pixels are used when you browse the site.

8.3 How to manage your cookies from your internet browser ?

You can also configure your browser so that cookies are in your terminal or, on the contrary, that they are rejected, either systematically or according to their transmitter. It is also possible to configure your browser software so that the acceptance or rejection of cookies is offered to you from time to time, before a cookie is likely to be saved in your terminal.

To express or reconsider your choices regarding cookies, refer to the help menu or to the dedicated section of your browser.

varient d'un navigateur à l'autre, vous devriez consulter le menu d'aide de votre navigateur pour plus d'informations.

9. Modification de la politique

Equinox peut être amenée à modifier la présente Politique, à tout moment.

Si Equinox apporte des changements substantiels à cette Charte, vous en serez informés par l'intermédiaire d'un avis visible à l'occasion de votre prochaine connexion.

9. Amendments

Equinox may modify this policy.

You will be informed by a visible notice on your next connection.

MODELE D'ORDRE D'INSERTION / TEMPLATE OF INSERTION ORDER

BeAffiliates – ORDRE D'INSERTION

AFFILIATE	
Company Name	
Registered Company Number	
Individual (surname, firstname)	
ID Number	
Registered Address	
Income Access username	
Affiliate ID	
Affiliate website ID	
Authorised signatory	
Beaffiliates T&C's date of signature	

CONTACTS			
Affiliates Contact Title	Name	Email	Phone
Beaffiliates Contact Title	Name	Email	Phone

CAMPAIGN DETAILS	
Territory	
Website/s	All sites registered under Affiliate ID
Brands	Betclic
Banners/materials	Provided on the Beaffiliates.com Website
Start Date	
End Date	
Duration	Until End date or terminated in accordance with the T&C
Budget (ex VAT)	N/A
Payment/ Commission Plan	As detailed below in "Service Description".
Payment details	Account holder : Bank: IBAN: SWIFT:

SERVICES DESCRIPTION

SPECIFIC CONDITIONS	
<i>Re-registered player accounts (players who create more than one account) will be excluded for generating commission.</i> <i>Only one CPA allowed per player (whichever triggers first).</i> <i>The player must validate his account with validated id documents to generate a commission.</i> <i>BeAffiliates reserves the right to change custom commission plan back to the standard platform commission plan without prior notice.</i>	
AFFILIATE	BEAFFILIATE
NAME:	NAME:
TITLE:	TITLE:
SIGNATURE :	SIGNATURE :
DATE : XX/XX/XXXX	DATE : XX/XX/XXXX

The signature of this document implies the acceptance of the BeAffiliates Terms and Conditions (T&C's).