

Termini e Condizioni

Affiliate System License Terms and Conditions

1. License Terms

- 1.1. With respect to the Affiliate System subject to the terms of the License Agreement and this Schedule, Licensee may grant access to its affiliate program members solely via the web interface of the Affiliate System, for personal use only in connection with their affiliate program status.
- 1.2. Licensee shall subject the users of the web interface of the Affiliate System to the following provisions, as part of their terms and conditions of use:

AFFILIATE WEBSITE TERMS AND CONDITIONS

“THE AFFILIATES WEBSITE IS OPERATING SOFTWARE (THE “SOFTWARE”) OF PLAYTECH SOFTWARE LIMITED (THE “VENDOR”) UNDER A LICENSE FROM VENDOR.

IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS WEBSITE, DO NOT USE THE AFFILIATES WEBSITE.

1. Definitions

1. The following words and terms, when used in this agreement, shall have the following meanings, unless the context clearly indicates otherwise:

- 1.1. **“IP Rights”** means any and all intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.
- 1.2. **“Software”** means the software utilized by You from the Affiliates Website, including the related documentation and including any enhancements, modifications, additions, translations or updates to such software.
- 1.3. **“Us”, “We”, “Our”** and similar terms mean **SISAL MATCH POINT S.P.A.**
- 1.4. **“Affiliates Website”** means affiliate portal, and any related sites on which the Software is operated and is accessible via links or any other access way, including via mobile platforms.
- 1.5. **“You”, “Your”** and similar terms mean the user of the Affiliates Website.

2. License To Use The Software; Restrictions

- 1.6. We hereby grant to you a limited, personal, non-transferable, non-exclusive, license to access and utilize the Software solely on the Affiliates Website, in order to view your status and obtain reports with respect to Our Affiliates Program, in accordance with the following provisions.
- 1.7. This license does not grant you any rights whatsoever with respect to the source code of the Software.
- 1.8. We reserve any and all rights not expressly granted in Section 2.1 above. In addition, You are not permitted to, and You agree not to permit or assist others to:

use, copy, modify, create derivative works from or distribute the Software, any part of it, or any copy, adaptation, transcription, or merged portion of it;

decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software or any part of it;

transfer, loan, lease, assign, rent, or otherwise sublicense the Software;

remove any copyright, proprietary or similar notices from the Software (or any copies of it);

operate the Software or any part of it other for internal purposes in connection with your use of the Affiliates Website.

Without limitation, You may not operate the Software for the benefit of or on behalf of any third party, including by way of ‘bulletin board’, online service or remote dial-in, application service provider services, internet service provider services, timesharing arrangements, outsourcing services or bureau services; or

copy or translate any user documentation provided online or in electronic format.

enter, access or attempt to enter or access or otherwise bypass Our security system or interfere in any way (including but not limited to, robots and similar devices) with the Affiliate Website or attempt to make any changes to the Software, the Affiliates Website and/or any features or components thereof.

- 1.9. You acknowledge and agree that all IP Rights, title and interest in and to the Software, including in and to any modification, enhancement, adaptation, translation or other change of or addition to the Software, belong exclusively to the Vendor, even if developed based on ideas, suggestions or proposals by You or any other third party. You irrevocably assign to the Vendor all right, title, and interest You may have or may acquire in and to all such rights, including, without limitation, patent, copyright, trademark, trade secret or know how, and You agree to sign and deliver to the Vendor such documents as Vendor considers desirable to evidence or effect the assignment of all of the aforesaid rights to the Vendor. You agree not to, directly or indirectly, attempt to invalidate for any reason whatsoever, or assert, or assist the assertion by others, that the rights, title or interest in the Software belong to any third party other than the Vendor, or that they infringe the IP Rights of others.

3. Legality Of Use

4. You confirm that You are older than 18 years, and in any event of legal age as determined by the laws of the country where you live. You understand that We and the Vendor are not warranting in any way or manner the legality of the use of the Software.

5. You undertake to use the Software only in compliance with all applicable laws and orders of any competent authority.

6. Disclaimer Of Warranties

7. THE ACCESS AND USE OF THE AFFILIATES WEBSITE AND/OR THE SOFTWARE IS MADE AVAILABLE TO YOU HEREUNDER ON AN "AS IS" BASIS, WITHOUT ANY UNDERTAKINGS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

8. WE AND THE VENDOR, AND ALL OF THEIR AFFILIATES AND RELATED PARTIES, HEREBY EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR ANY PARTICULAR PURPOSE), AND, WITHOUT LIMITING THE GENERALITY OF THE AFORESAID, WE DO NOT WARRANT, AMONG OTHER THINGS, THAT (A) THE AFFILIATES WEBSITE AND/OR SOFTWARE WILL BE NON-INFRINGEMENT, OR THAT (B) THE OPERATION OF THE AFFILIATES WEBSITE AND/OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE AFFILIATES WEBSITE AND/OR SOFTWARE WILL BE CORRECTED, OR THAT THE AFFILIATES WEBSITE AND/OR SOFTWARE IS VIRUS-FREE; OR THAT (C) THE AFFILIATES WEBSITE AND/OR SOFTWARE IS OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE; OR THAT (D) USE BY YOU OF THE AFFILIATES WEBSITE AND/OR THE SOFTWARE WITH ANY OTHER SOFTWARE, OR WITH INAPPROPRIATE HARDWARE, WILL NOT CAUSE ANY DISTURBANCE TO THE SOFTWARE OR TO SUCH OTHER SOFTWARE.

9. IN THE EVENT OF COMMUNICATIONS OR SYSTEM ERRORS OCCURING IN CONNECTION WITH THE AFFILIATES WEBSITE AND/OR SOFTWARE, NEITHER WE NOR THE VENDOR NOR THEIR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY COSTS, EXPENSES, LOSSES OR CLAIMS ARISING OR RESULTING FROM SUCH ERRORS.

10. NEITHER WE NOR OUR AFFILIATES AND RELATED PARTIES WILL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR PAYMENTS MADE TO YOU AS A RESULT OF A DEFECT OR ERROR IN THE AFFILIATES WEBSITE AND/OR SOFTWARE, OR IN CONNECTION WITH ANY CLAIM OR DEMAND MADE BY THE VENDOR OR ANY THIRD PARTY FOR THE RETURN OF SUCH PAYMENTS OR OTHERWISE IN CONNECTION WITH SUCH PAYMENTS.

11. You hereby acknowledge that it is not in our control how the Affiliates Website and/or Software are used by you. You use the Affiliates Website and/or Software at your own risk and in no event shall we be liable to you for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from our negligence).

12. Confidentiality

13. The data and information provided to You in connection with Your access and use of the Affiliates Website and/or Software includes non-public and confidential information, which is secret and valuable to Us or the Vendor. You agree, as long as You use the Affiliates Website and/or Software and thereafter, to (a) keep all such confidential information strictly confidential; (b) not to disclose such confidential information to a third party, and not to use such confidential information for any purpose other than participating in Our Affiliates Program. You further agree to take all reasonable steps at all times to protect and keep confidential such confidential information.

14. Your Warranties And Representations

15. You warrant and represent to Us that:

1.10. You have examined the legality of Your use of the Affiliates Website and/or Software in each jurisdiction that is applicable to You, and have found the same to be legal in such jurisdictions under all applicable laws and orders of any competent authority.

16. Changes To These Terms and Conditions

1.11. We may make changes to these Terms and Conditions at any time, at our sole discretion. Such changes will take effect from the date specified by us on the Affiliates Website, whether or not we have notified you specifically of such changes. It is important, therefore, that You log in to the Affiliates Website from time to time to check to see whether there is a notification of change.

1.12. You agree to be solely responsible for becoming informed of such changes. If You continue to use the Affiliates Website after the effective date of certain changes (regardless of the way we have notified such changes), You agree to be bound by those changes whether or not You have had actual notice of, or have read, the relevant changes. If You do not agree to be bound by relevant changes, You should not continue to use the Affiliates Website.

17. No Claims Against Vendor; Limitation Of Liability

1.13. You understand and agree that We will be solely responsible to You in connection with Your access and/or use of the Affiliates Website and/or the Software, and while your commitments under these terms and conditions are also for the benefit of the Vendor, its affiliates and related parties (and can therefore be enforced by them too), Vendor, its affiliates and related parties are not providing to you any product or service will not be liable for any damages of any kind whatsoever caused to You or any third party, regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.

1.14. You are free to choose whether to access and/or use the Affiliates Website and/or the Software. If You do so, You acknowledge that You do it with the full understanding of these Terms and Conditions, including the

provisions of this Section 8, and at your own risk. IN NO EVENT SHALL WE (AND FOR THE AVOIDANCE OF DOUBT, ALSO VENDOR) OR ANY OF THEIR AFFILIATES AND RELATED PARTIES, IN AGGREGATE: BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER; OR LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS; OR LOSS OR DAMAGE ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA; or BE LIABLE TO YOU WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWSOEVER ARISING UNDER CONTRACT OR ANY THEORY OF LAW, FOR DAMAGES EXCEEDING €1,000 (ONE THOUSAND EUROS).

18. General Provisions

1.15. **Governing Law.** The construction, validity and performance of the access and/or use of the Affiliates Website and/or the Software will be governed by the laws of Italy.

1.16. **Competent Courts.** Any legal proceedings arising out of or relating to these terms and conditions will be subject to the jurisdiction of the courts of London, England. However, this shall not prevent Us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.

1.17. **Severability.** The illegality, invalidity or enforceability of any part of these terms and conditions will not affect the legality, validity or enforceability of the remainder.

1.18. **Language.** The English language version of these terms and conditions will prevail over any other language version issued by us.

1.19. **No assignment by You.** You are not allowed to assign any rights or obligation hereunder to any other party.

1.20. **Priority.** This Agreement shall prevail in the event of any conflict between the terms and conditions herein and any other agreement or document referred to herein or used in connection with the Software.

1.21. **Notices.** You agree to receive communications from us in an electronic form. Electronic communications may be posted on the pages within the Affiliates Website or delivered to your e-mail address. All communications in either electronic or paper format will be considered to be in 'writing' and to have been received no later than five Business Days after posting or dissemination, whether or not you have received or retrieved such communication. We reserve the right, but assume no obligation, to provide communications in paper format. Any notices required to be given in writing to us or any questions concerning this Agreement should be addressed to alessia.coltellacci@sisal.it