Last updated: 22 October 2026

Casinolytics - Terms of Service (Customers)

1 GENERAL

1.1 These Terms of Service (the "**Terms**") govern your use of the Service (as defined below) provided by Viewer Atlas Ltd., a Maltese limited liability company, reg. no. C 115970, with its registered office at 206 Wisely House, Triq L-Ifran, Valletta VLT 1451, Malta ("**Company**", "**we**", "**our**", or "**us**") via our AI-powered live streaming intelligence software-as-a-service (SaaS) platform (the "**Platform**").[1]

1.2 In these Terms, the legal entity or person registered to use the Service is referred to as the "**Customer**", "**you**" or "**your**".

1.3 By signing or accepting in writing an order form or quote from the Company (an "**Order Form**"), or by using the Service, you agree to be bound by these Terms and confirm that you fully understand the meaning of the rights and obligations herein.

1.4 Unless otherwise agreed, these Terms together with the Order Form, the Service Level Agreement available at https://www.casinolytics.com/sla and, where the Customer's subscription includes API access, the API Terms available at https://www.casinolytics.com/api-terms, each incorporated herein by reference (together, the "**Agreement**"), constitute the entire agreement between the Customer and the Company with respect to its subject matter, and supersede all prior agreements, proposals, negotiations, representations or communications, whether oral or written, relating to the subject matter.

1.5 The Company and the Customer are collectively referred to herein as the "**Parties**" and individually as the "**Party**".

1.6 The Order Form sets out the subscription package, the Subscription Period, the fees and the payment terms. The Order Form is governed by these Terms and prevails over them in case of conflict. In case of conflict between the documents forming the Agreement, the following order of precedence applies: (i) the Order Form, (ii) the API Terms (where applicable), (iii) the Service Level Agreement, and (iv) these Terms.

2 THE SERVICE

2.1 *Service Description*

2.1.1 The Service provided by the Company comprises access to the Platform, which uses machine learning and AI to measure the performance of creators (also referred to as streamers), slots, and game providers on live streaming platforms such as Twitch, YouTube and Kick. Through the Platform, the Customer may track selected streamers, monitor their streaming activities, and access related data and insights to explore, research, and benchmark the live streaming market (the "**Service**").

2.2 *License Grant*

2.2.1 Subject to your compliance with these Terms and payment of applicable fees, the Company grants the Customer a limited, non-exclusive, non-sublicensable, and non-transferable license to use the Service via the Platform in accordance with these Terms.

2.2.2 Except as expressly granted in these Terms, you shall have no other rights to the Service. All right, title and interest in and to the Service not expressly granted, are reserved and retained by the Company or our licensors and will remain the exclusive property of the Company and/or our other licensors.

2.3 *Use Restrictions*

2.3.1 The Customer agrees not to do any of the following:

(i) sublicense, distribute, copy, modify, adapt, translate, reverse engineer, disassemble, decompile, rent, lease, sell, assign or transfer rights to any portion of the Service;

(ii) use, post, transmit or introduce any software or malware that interferes with the operation of the Service;

(iii) scrape, build databases or otherwise create copies of any data accessed through the Service, except as necessary to enable the intended functionality of your internal use of the Service;

(iv) build upon, extend, or create derivative works based on the data provided through the Service without first obtaining the Company's prior written approval. Any request for such approval must include a clear and detailed description of the intended use and development; or

(v) access or attempt to obtain access to the Company's databases or IT systems other than through the Service provided under these Terms.

Where the Customer's subscription includes API access, the API Terms apply instead of (iii) and (iv) above in respect of data retrieved through the API.

2.4 *Campaign Functionality*

Access to campaign functionality through the Platform is subject to the Customer entering into a separate campaign agreement on a per-campaign basis, which governs the Customer's obligations in respect of campaign setup. These Terms govern the subscription to the Service only.

3 THE PLATFORM; REGISTRATION AND USER ACCOUNT

3.1 To access and use the Service, the Customer must register for a user account on the Platform ("**User Account**") by following the instructions provided.

3.2 The Customer's subscription package is set out in the Order Form, which specifies the duration of the subscription, for example on a monthly, quarterly, or annual basis (the "**Subscription Period**"), as well as the applicable subscription tier, which determines the level of access, features, and usage limits available to the Customer through the Service.

3.3 By creating a User Account, the Customer represents and warrants that it possesses the legal capacity to enter into a binding agreement and accept these Terms.

3.4 The Customer represents and warrants that all information provided upon registration of a User Account is accurate, up to date and complete, and undertakes to promptly update such information as necessary. The Customer is solely responsible for maintaining the confidentiality of its User Account credentials and for all activities conducted under the account. The Customer agrees to notify the Company, without undue delay, of any suspected or actual unauthorised use of its User Account, or any other breach of security.

3.5 The Company reserves the right, in its sole discretion and at any time, to refuse the creation of a User Account and deny any person access to the Service without providing reasons therefor.

3.6 The restrictions set out in Sections 2.3.1 (i)-(v) above are not exhaustive, and the Company reserves the right to prohibit any other use of the Service that it reasonably considers to be inconsistent with these Terms.

3.7 *Suspension*

3.7.1 The Company reserves the right to suspend or limit your access to the Service, with immediate notice specifying the reason for suspension or limitation of access, if the Company, acting reasonably, deems it necessary due to:

(i) a material breach of these Terms;

(ii) a security risk to the Service; or

(iii) legal or regulatory requirements.

3.8 The Company shall not be liable for any damages resulting from a suspension undertaken in accordance with this Section 3.

4 FEES AND PAYMENT

4.1 The fees for the Service are set out in the Order Form. All fees are, unless otherwise stated, quoted in EUR, and are exclusive of all taxes, levies, or duties imposed by taxing authorities (such as VAT). The Customer is solely responsible for the payment of all such taxes.

4.2 The Company invoices the fees in advance at the start of each Subscription Period, unless the Order Form states otherwise.

4.3 Invoices are payable within fourteen (14) days of the invoice date, unless the Order Form states otherwise, using a payment method stated on the invoice. Where the Customer pays through a third-party payment provider, the payment is processed on that provider's systems under its own terms and privacy policy, and the Company is not responsible for the provider's services or its processing of personal data. The Company reserves the right to change its third-party payment provider from time to time and will update the relevant information on the Platform accordingly.

4.4 If payment is not paid by the due date, the Company reserves the right, after a written reminder, to immediately suspend the Customer's access to the Service. Such suspension will remain in effect until full payment has been received. The Company's right to suspend access shall not apply to any portion of a fee that the Customer has disputed in good faith and in writing, provided that all undisputed amounts have been paid by the due date.

4.5 For any overdue amounts, the Company is entitled to charge interest at the highest rate permissible under the applicable law.

4.6 The fees applicable to the Customer's current Subscription Period shall not be changed during that Subscription Period. The Company may propose changes to the fees applicable from the next renewal, provided that the Customer is notified in writing at least:

(i) sixty (60) days before the start of the next Subscription Period, for annual Subscription Periods; or

(ii) thirty (30) days before the start of the next Subscription Period, for monthly or quarterly Subscription Periods.

If the Customer does not accept the proposed fee changes, the Customer may cancel its subscription in accordance with Section 12.3.1 before the start of the next Subscription Period,

and shall not be invoiced the revised fees.

5 AMENDMENTS; CHANGES TO THE SERVICE

5.1 The Company reserves the right to amend these Terms from time to time in our sole discretion. The latest version will always be available on the Platform, and we advise you to review the Platform periodically for any changes. The Company also reserves the right to amend the Service Level Agreement and the API Terms from time to time, subject to the same notice requirements as set out in Section 5.2 below.

5.2 Changes to the Terms will become effective immediately when they are uploaded on the Platform. However, for any material changes substantially affecting the Customer, we will notify you in writing (e.g., via your User Account or by e-mail to the address provided upon registration) at least thirty (30) days in advance. Your continued use of the Service after amendment(s) of these Terms with immediate effect and/or subject to a notification pursuant to this Section 5.2, constitutes your agreement to be bound by the amended Terms. If you do not agree to the amended Terms, your sole remedy is to terminate the Terms in accordance with Section 12.3.2 (iii). Notwithstanding the foregoing, the Company shall use reasonable endeavours to provide at least fifteen (15) days' prior written notice of any change to these Terms, even where such change is not considered material, where such notice is practicable in the circumstances.

5.3 The Company may, in its sole discretion and at any time, alter, modify, amend, and make other changes to the Service, as well as remove access to any part of the Service without any liability to you, provided that reasonable prior written notice is given to the Customer. Notwithstanding the foregoing, the Company shall not make any changes that materially reduce the core functionality of the Service during the Customer's then-current Subscription Period.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 *Intellectual Property Rights*

"**Intellectual Property Rights**" means all industrial and intellectual property rights, registered and unregistered, including but not limited to trademarks, trade names, design rights, inventions (whether patentable or not), patents, know-how, copyright (including all copyright in any design and computer software), source code and current and future applications thereof.

6.2 *Ownership of the Service*

6.2.1 All ownership, title, and interest in and to the Service – including the Platform and all related software, algorithms, databases, documentation, and other materials used for providing the Service – and all Intellectual Property Rights therein, whether registered or not, remain the sole and exclusive property of the Company and our licensor(s) (as applicable).

6.2.2 Nothing in these Terms shall be interpreted as a transfer of any right referred to in Section 6.2.1 (or any part of such rights) to the Customer, other than the limited right of use expressly granted herein. The Customer shall not, during or at any time after the expiry of these Terms, in any way question or dispute the Company's or our licensor(s)' ownership of such rights.

6.3 *Customer's Intellectual Property*

The Customer shall retain all ownership, title, and interest in and to its pre-existing intellectual property, including its trademarks, logos, and trade names ("**Customer IP**"). The Customer

grants the Company a worldwide, royalty-free, non-exclusive and non-transferable right and license to use the Customer IP solely as necessary to provide the Service to the Customer.

7 OWNERSHIP OF DATA; PERSONAL DATA.

7.1 All data, insights, and analytics generated by the Company in connection with these Terms, through the Service, or otherwise under these Terms ("**Data**"), shall be the sole and exclusive property of the Company or our licensors (as applicable). Should the Customer be in possession of such Data, the Company may at any time request that the Customer transfers and delivers any such Data to the Company, together with information necessary to reasonably process such Data, in which case the Customer irrevocably assigns all right, title and interest in and to such Data without further consideration.

7.2 The Company may share Data with the Customer, and the Customer may use and process such Data pursuant to these Terms and in accordance with applicable laws and regulations. However, the Customer shall treat such Data as confidential information and shall not resell, redistribute or otherwise make such Data available to third parties. Furthermore, sharing of Data by the Company with the Customer shall not in any way be considered as a transfer of ownership of such Data.

7.3 For the avoidance of doubt, should such Data as mentioned in Section 7.1 and 7.2 contain personal data of any individual, such data will only be shared by the Company to the extent permitted under applicable data protection laws.

7.4 Each Party separately undertakes, as applicable, to process, collect and share any personal data in accordance with the General Data Protection Regulation ("**GDPR**"), as well as according to each Party's respective privacy policies. To the extent either Party processes personal data in connection with the Service, the Parties shall determine and document their respective roles as controller or processor (as defined in the GDPR) for each category of personal data processed. Where both Parties act as independent controllers, each Party shall be independently responsible for its own compliance with the GDPR.

7.5 In the event that either Party, as processor, processes personal data about a third-party on behalf of the other Party, for which personal data such Party is the controller, the Parties shall enter into a separate data processing agreement as regards such processing of personal data.

7.6 Any Data shared with the Customer pursuant to these Terms shall not be retained by the Customer for longer than three (3) years following the termination or expiry of these Terms, unless a longer retention period is required under applicable law.

8 CONFIDENTIALITY

8.1 Each Party agrees, during the term of these Terms and during a period of five (5) years following termination or expiry, not to reveal to third parties any confidential information which a Party ("**Receiving Party**") obtains from the other Party ("**Disclosing Party**"), or which arises during the performance of these Terms. "**Confidential Information**" shall mean any item of information – technical, commercial or of any other nature – regardless of whether or not such information has been documented, with the exception of information which:

(i) is or becomes generally known to the public other than through the Receiving Party's breach of these Terms;

(ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation; or

(iii) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.2 The Receiving Party agrees not to use any Confidential Information for any purpose other than the fulfilment of its obligations under these Terms.

9 REPRESENTATIONS AND WARRANTIES

9.1 Each Party represents and warrants to the other Party that, as applicable:

(i) it has the legal capacity to enter into these Terms and, if it is a legal entity, is duly organised and validly existing under the laws and regulations of its jurisdiction of incorporation;

(ii) it has the full right, power, and authority to enter into these Terms, to grant any rights and licenses granted hereunder and to perform its obligations hereunder;

(iii) it has the relevant regulatory licenses as may be applicable to perform its obligations hereunder; and

(iv) if it is a legal entity, the execution of these Terms by its representative has been duly authorised by all necessary corporate action.

10 DISCLAIMER AND LIMITATION OF LIABILITY

10.1 Unless and to the extent that specific service levels are set out in the Service Level Agreement, the Service is provided “as is” without any warranties of any kind from the Company, whether expressed or implied, as to the accessibility, quality, suitability, accuracy, etc. of the Service. All use of the Service is at the Customer’s own risk. The Company does not warrant that the Service will always be available, secure, or free from errors, interruptions, delays, or imperfections.

10.2 The Company’s total and aggregate liability to the Customer for any and all claims arising out of or in connection with these Terms, regardless of the cause of action, shall be limited to an amount equivalent to the total fees paid by the Customer for the Service during the twelve (12) months immediately preceding the event giving rise to the claim.

10.3 The limitation of liability of a Party set forth in this Section 10 shall not apply in the event of such Party’s intentional acts, gross negligence or willful misconduct and/or breach of Section 6 (Intellectual Property Rights) and 8 (Confidentiality).

10.4 To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, or punitive damages, or any loss of profits, revenue, business, anticipated savings, data or goodwill, arising out of or in connection with the Customer’s use of the Service.

10.5 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time these Terms were accepted and whose consequences we could not reasonably have avoided or overcome.

11 INDEMNIFICATION

The Customer shall indemnify, defend, and hold harmless the Company and its directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney’s fees) resulting from or arising out of or in connection with the Customer’s use of the Service in violation of these Terms, the Customer’s infringement of third-party intellectual property rights, or the Customer’s gross negligence or willful misconduct.

12 TERM AND TERMINATION

12.1 *Term*

These Terms take effect when the Customer first accesses or uses the Service via a User Account on the Platform or, if earlier, when the Customer signs or accepts an Order Form, and remain in force until terminated in accordance with this Section 12.

12.2 *Automatic Renewal*

The Service is provided on a subscription basis. Each subscription runs for the Subscription Period set out in the Order Form. Upon expiry of a Subscription Period, the subscription will automatically renew for a new Subscription Period of the same duration, unless the Order Form states otherwise or the subscription is cancelled or terminated in accordance with this Section 12.

12.3 *Termination by the Customer*

12.3.1 The Customer may cancel its subscription to the Service at any time and for any reason by written notice to the Company in accordance with Section 13.7 before the end of the current Subscription Period. For the avoidance of doubt, no refunds or credits will be provided for any prepaid fees for the remaining part of the current Subscription Period.

12.3.2 Notwithstanding Section 12.3.1, the Customer may terminate its subscription to the Service with immediate effect by giving written notice to the Company if the Company:

(i) commits a material breach of these Terms and fails to cure such breach within thirty (30) days of receiving written notice specifying the breach;

(ii) is declared bankrupt, enters into composition proceedings, is put into liquidation, or for any other reason can be reasonably assumed to be insolvent; or

(iii) if the Company makes a material amendment to these Terms in accordance with Section 5 which has a material adverse effect on the Customer.

If the Customer terminates its subscription to the Service in accordance with this Section 12.3.2, the Customer shall be entitled to a pro-rata refund of any prepaid fees for the unused portion of the Subscription Period.

12.4 *Termination by the Company*

12.4.1 The Company may terminate the Customer's subscription to the Service with immediate effect by giving written notice to the Customer if the Customer commits a material breach of these Terms or becomes insolvent, as described in Section 12.3.2 (i) and (ii) above. In the event of such termination, no refund of prepaid fees will be issued.

12.4.2 The Company also reserves the right, at any time and for any reason, to terminate the Customer's subscription to the Service by providing at least thirty (30) days' written notice, in which case the Customer shall be entitled to a pro-rata refund of any prepaid fees for the unused portion of the Subscription Period.

12.5 *Effects of Cancellation and Termination*

12.5.1 Following a cancellation by the Customer under Section 12.3.1, these Terms shall remain in effect, and all the Customer's access to and use of the Service shall continue until the end of the then-current Subscription Period, at which point these Terms shall automatically terminate and such access and use shall cease.

12.5.2 Upon termination of the subscription to the Service by the Customer under Section 12.3.2, or by the Company under Section 12.4, the Customer's access to and use of the

Service and these Terms shall both cease immediately on the effective date of termination.

12.6 *Survival*

Upon cancellation or termination of the Customer's subscription to the Service, these Terms shall terminate and cease to be in effect, except for the provisions that by their nature are intended to survive termination, including but not limited to Sections 6 (Intellectual Property Rights), Section 7 (Ownership of Data; Personal Data), Section 8 (Confidentiality), Section 10 (Disclaimer and Limitation of Liability), Section 11 (Indemnification) and Section 14 (Governing Law and Dispute Resolution).

13 MISCELLANEOUS

13.1 *Severability*

If any provision of these Terms, or part thereof, is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of these Terms.

13.2 *Assignment*

The Customer may not assign or transfer any of its rights or obligations hereunder without the Company's prior written consent. The Company may assign these Terms without the Customer's consent in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.

13.3 *No Waiver*

Any omission by either Party to enforce any right or provision under these Terms shall not constitute a waiver of such right or provision by that Party.

13.4 *Force Majeure*

Neither Party shall be liable to the other for any delay or non-performance of its obligations under these Terms to the extent that such delay or non-performance arises directly from any cause or causes beyond its reasonable control and which the Party could not reasonably be expected to have anticipated and the consequences of which the Party could not have reasonably avoided or surmounted (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than three (3) months, either Party shall be entitled to terminate the Agreement with immediate effect upon written notice to the other Party.

13.5 *Relationship of the Parties*

The relationship between the Company and the Customer is that of independent contractors. Nothing in these Terms shall be construed as creating a partnership, joint venture, employment, or agency relationship between the Parties.

13.6 *The Company's Role*

For the avoidance of doubt, the Company provides only a software-as-a-service (SaaS) for data analytics. The Company does not act as an agent, intermediary or broker between the Customer and any creator or other third party. The Company does not facilitate or manage any payments between the Customer and any third party, and does not at any point hold, control, or exercise discretion over any funds or crypto-assets on behalf of the Customer or any third party. For the avoidance of doubt, the Company's role in verifying viewer hours and presenting payout calculation outputs to the Customer through the Platform as part of the campaign management workflow does not constitute the facilitation or management of payments. Any engagement or commercial relationship between the Customer and a third party is managed independently and

outside the scope of the Service, and the Company shall have no liability in connection therewith.

13.7 *Notices*

All notices and other communications under these Terms shall be made in writing and delivered to the designated e-mail address of the relevant Party as provided upon registration, in the Order Form, or as otherwise notified in writing. Notices shall be deemed received one (1) business day after the date of sending, provided that no automated notification of delivery failure has been received by the sending Party. The e-mail address to be used to notify the Company shall be legal@casinolytics.com. Incidents and Service Credit claims under the Service Level Agreement, and suspected API Key compromises under the API Terms, are instead sent to support@casinolytics.com as set out in those documents.

14 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 These Terms shall be governed by and construed in accordance with the substantive laws of Malta.

14.2 Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Malta Arbitration Centre. The language of the arbitration shall be English.

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[1] For the avoidance of doubt, the Platform refers to the Company's platform and not a streaming platform.