Last updated: 22 October 2026

Casinolytics - Terms of Service (Creators)

1 BACKGROUND

1.1 These Terms of Service (the “**Terms**”) shall apply to the use of the Platform (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**”) and accepted by a creator, also referred to as a streamer, (**“Creator**”, **“You**”, or **“your**”) upon registration on the Platform. The Company and the Creator are collectively referred to as the “**Parties**” and individually as a “**Party**”. These Terms, together with any documents incorporated by reference herein, constitute the agreement between the Parties (the "**Agreement**").

1.2 The Company operates a platform under the brand name "Casinolytics" that uses machine learning and AI to measure the performance of influencers, slots, and game providers on live streaming platforms such as Twitch, YouTube and Kick, and that enables Customers to create and manage influencer marketing campaigns with Creators (the “**Platform**”).[1]

1.3 The Company provides its customers (each, a **“Customer**”) with access to the Platform to track, explore, research, and benchmark the growing live streaming market with AI-powered data and insights, and to create and manage influencer marketing campaigns. The Creator's role on the Platform is to make the Creator available for tracking and data collection by the Company's Customers and, where applicable, to participate in campaigns created by Customers through the Platform.

2 ROLES AND OBLIGATIONS OF THE PARTIES

2.1 *Role of the Company*

The Company operates a software-as-a-service (SaaS) marketplace platform for data analytics and campaign management. The purpose of the Platform is to make the Creator's publicly available streaming data searchable and analysable for the Company's Customers and to enable Customers to create and manage influencer marketing campaigns with Creators through the Platform.

2.2 *Role of the Creator*

By registering on the Platform and accepting these Terms, the Creator enters into a contractual relationship with the Company for the purpose of making the Creator visible and trackable for the Company's Customers through the Platform. Creators who register on the Platform in the course of a trade, business or profession constitute business users. Creators who are natural persons acting outside the course of a trade, business or profession are ‘consumers’.

2.3 *Disclaimer*

For the avoidance of doubt, the Company does not act as an agent, intermediary or broker between the Creator and any Customer, and is not a party to any agreement or arrangement between the Creator and any Customer, and does not facilitate, process or manage any payments between them. The Company does not hold, control, transfer, or exercise any discretion over any crypto-assets or funds belonging to any Creator or Customer at any point. The Company does not solicit, negotiate, facilitate or process any assignments, engagements

or payments between the Creator and any Customer. For the avoidance of doubt, the Company's role in verifying viewer hours and presenting payout calculation outputs to Customers through the Platform as part of the campaign management workflow does not constitute the facilitation, processing or management of payments. Any commercial relationship between the Creator and a Customer, including any compensation, fees or other consideration, is solely between the Creator and the relevant Customer, and the Company shall have no liability in connection therewith.

3 USE OF THE PLATFORM

3.1 These Terms constitute the contractual relationship between the Parties under which the Creator makes itself available on the Platform for tracking and data collection by the Company's Customers. The "**Services**" provided by the Company under these Terms comprise:

a) making the Creator's streaming activities available for tracking, measurement and analysis through the Platform; and

b) enabling the Company's Customers to access AI-powered data and insights relating to the Creator's streaming activities, including performance data relating to Creators, slots and game providers.

3.2 For the avoidance of doubt, the Creator acknowledges and agrees that the Terms only apply between the Creator and the Company, and that the Creator will not have entered into any agreement or contractual relationship with any Customer relating to the Services. Any rights granted to a Customer under these Terms shall be exercised through the Company, and no Customer shall have any direct claims against the Creator under these Terms. This does not affect any claim a Customer may have against the Creator under applicable law, for example for infringement of the Customer's Intellectual Property Rights.

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

a) your material breach of these Terms;

b) a security risk to the Company and/or its Customers; or

c) legal or regulatory requirements.

The Company shall not be liable for any damages resulting from a suspension undertaken in accordance with this Section 3.3.

4 THE PLATFORM

4.1 The purpose of the Platform is to facilitate the tracking and analysis of the Creator's streaming activities and to enable the Company's Customers to access data and insights relating thereto.

4.2 The Creator must be at least 18 years of age, have legal capacity and must meet the minimum age requirements of the relevant streaming platform (e.g. Twitch, YouTube or Kick) to register on and use the Platform. The Platform is not available to and may not be used by individuals who do not meet both of these age requirements.

The Company disclaims all liability related to the use of the Platform by anyone who does not meet the age requirements set out in this Section 4.2.

4.3 To gain access to the Platform, the Creator must create an account. The Creator ensures that all information provided in connection with the registration is accurate, up to date and complete. The Creator is responsible for maintaining the confidentiality of the account credentials, and for

all activities that occur on the account. The Creator agrees to immediately notify the Company of any unauthorised access or use of the account, or any other breach of security.

The Company may, in its sole discretion, at any time deny the Creator from creating an account and/or using the Platform.

4.4 The Platform is free of charge for the Creator. The Creator acknowledges and agrees that the Company does not itself execute, hold, or process any payments to the Creator. All payments to the Creator in connection with the Creator's streaming activities are made directly by the relevant Customer.

4.5 Participation in campaigns through the Platform is subject to the Creator entering into a separate campaign agreement on a per-campaign basis, which governs the Creator's obligations in respect of campaign participation. These Terms govern the Creator's use of the Platform only.

4.6 In connection with the Services, the Company collects, processes and uses data and information relating to the Creator's streaming activities on a third-party streaming platform, including but not limited to:

a) streaming performance data (e.g. viewer counts, peak viewers, hours streamed and stream duration);

b) audience and engagement metrics (e.g. follower counts, subscriber counts, and chat activity);

c) game related metrics (e.g. time streamed per game or slot title, game category performance);

d) periodic screenshots of the Creator's live streams, which the Company analyses automatically to identify the games, providers and casino branding featured; and

e) any other data publicly available in connection with the Creator's streaming activities,

collectively, (the "**Creator Data**")

The Creator Data collected by the Company constitutes publicly available data published by the Creator on a third-party streaming platform and is processed by the Company in accordance with Section 10. Creator Data shall be retained by the Company for no longer than three (3) years following the termination of the Agreement, unless a longer period is required by applicable law.

The Creator represents and warrants that all data collected by the Company in connection with the Creator's streaming activities constitutes data that the Creator has voluntarily made publicly available on the relevant third-party streaming platform. The Creator acknowledges that the Company relies on this representation when collecting and processing Creator Data through the Platform.

4.7 The Platform's functionality is dependent on the availability of data from, and the Company's access to, third-party streaming platforms and their respective application programming interfaces. The Creator acknowledges and agrees that:

a) the Company does not control, and is not responsible for, the availability, accuracy or completeness of data sourced from third-party streaming platforms;

b) the Company shall not be liable for any reduction in functionality, interruption or suspension of the Services to the extent caused by changes to, restrictions on, or unavailability of a third-party streaming platform's API, terms of service or data policies; and

c) the Creator shall at all times comply with the terms of service, community guidelines and applicable policies of all third-party streaming platforms on which the Creator is active in connection with the Services.

5 USE OF DEVICES

5.1 Access to the Platform and use of the Services may require the use of your personal computer or mobile device. You are responsible for any internet connection or mobile fees and charges from third parties that may occur when accessing the Platform and/or the Services.

6 TERM AND TERMINATION

6.1 *Term*

Upon the Creator's acceptance of these Terms and registration on the Platform, the Agreement enters into force and shall remain in effect until terminated in accordance with this Section 6.

6.2 *Termination by the Company*

The Company may terminate the Creator's account on the Platform by providing the Creator with at least thirty (30) days' prior written notice, specifying the reasons for such termination. Upon termination by the Company, the Creator's right to use the Platform shall cease upon expiry of the notice period, without any liability for the Company. The notice period referred to above shall not apply where the Company is subject to a legal or regulatory obligation which requires it to terminate the Agreement in a manner that does not allow it to respect the notice period, or the Creator has repeatedly breached these Terms, as demonstrated by the Company in writing. In the event of termination without a notice period pursuant to this paragraph, the Company shall provide the Creator with a statement of reasons for such decision without undue delay.

6.3 *Termination by the Creator*

The Creator may terminate its account on the Platform at any time. Upon termination by the Creator, the Creator's access to the Platform shall cease with immediate effect.

6.4 *Survival*

Upon termination of the Agreement, the following Sections shall continue to be valid: Sections 10 (Data Protection), 11 (Intellectual Property Rights), 12 (Confidentiality), 13 (Limitation of Liability), 14 (Indemnification) and 19 (Governing Law and Disputes) and Sections 7.5 and 7.6 (Taxes and Reporting) along with any other provisions that by their nature are intended to survive termination.

7 CREATOR OBLIGATIONS

7.1 "**Content**" shall mean all metadata, titles, descriptions, tags, categories, thumbnails, scheduling information and other non-audiovisual information published by the Creator on any streaming platform in connection with the Creator's streaming activities. For the avoidance of doubt, Content does not include the underlying audio, video or audiovisual recordings of the Creator's streams.

7.2 By agreeing to these Terms, the Creator agrees and understands that:

a) the Creator is solely responsible for ensuring that the Content includes any sponsorship identification, paid partnership disclosure, or other advertising disclosure required of the Creator personally under applicable influencer marketing or advertising disclosure rules in the jurisdictions in which the Creator publishes Content;

b) the Creator shall not directly or indirectly target any Content relating to gambling or gaming towards individuals under the applicable legal age in the relevant jurisdiction;

c) where the Creator's streaming activities involve the promotion or display of gambling or gaming products or services subject to regulatory requirements, the Creator shall follow any content guidelines communicated to the Creator by the relevant Customer in connection with the relevant campaign; and

d) the Creator shall comply with marketing, content and advertising guidelines, instructions or requirements communicated to the Creator by the relevant Customer including any applicable requirements relating to advertising disclosure, sponsorship identification, and jurisdiction-specific advertising standards. Compliance with such guidelines is solely the responsibility of the Creator and the relevant Customer. The Company accepts no responsibility for the content of any such guidelines or the Creator's compliance therewith.

7.3 The Creator undertakes to not publish any Content that could cause damage to the Company's reputation. This includes, but is not limited to, any and all Content that is deemed inappropriate by the Company. Such content includes, but is not limited to:

(i) Content that is vulgar, obscene, libellous, threatening, abusive, harassing or harmful.

(ii) Content that promotes racism, bigotry, hatred or physical harm of any kind against any individual or group or encourages any other conduct that would be considered offensive or inappropriate or objectionable.

(iii) Content that displays pornographic or sexually explicit material of any kind.

7.4 The Creator undertakes to, following the Company's written notice specifying the grounds for removal, promptly and without compensation remove any Content that the Company reasonably considers to constitute harmful content as set out in Section 7.3 or that does not align with the Company's values or branding. The Company's written notice shall include a reasonable explanation of the basis for the removal request. The Creator further guarantees to immediately, without compensation, remove any material that the Company finds obscene, that contains inappropriate material and/or in any other way could violate the Agreement, applicable law and/or may infringe any third-party rights.

7.5 The Creator acknowledges and agrees that the Creator is solely and fully responsible for all taxes, social security contributions, and any other fiscal charges or levies that may arise in connection with any compensation, fees or other consideration received by the Creator from any Customer or other third party. The Company shall have no liability whatsoever in respect of the Creator's tax obligations.

7.6 The Creator acknowledges that the Company may be subject to reporting obligations in respect of earnings generated by the Creator through the Platform under applicable tax reporting legislation, including Council Directive (EU) 2021/514 (DAC 7). The Creator undertakes to provide the Company with accurate and complete tax identification information upon request and to notify the Company promptly of any change to such information. Access to campaign functionality may be conditional on the Creator's compliance with this obligation.

8 FORBIDDEN ACTIVITIES

8.1 The Creator undertakes to not falsely use the identity of or claim to be another person, brand or entity, or otherwise cause confusion about the source of the Content.

8.2 The Creator undertakes:

(i) not to copy the contents of the Company's websites or applications, and not to use any technology, method, or scheme to reproduce or mirror all or any portion of the Company's websites or applications;

(ii) not to access, tamper with, or use non-public areas of any of the Company's websites and applications, the Company's computer system or any other third-party provider system; and

(iii) not to avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Company or any of the Company's providers or any other third-party to protect any of the Company's websites and applications.

9 DISCLAIMER OF WARRANTIES

Your use of the Services is at your sole risk. We provide all our Services on an "as is" and "as available" basis and no specific service levels are guaranteed.

10 DATA PROTECTION

10.1 If the Content contains personal data, the Creator is solely responsible to ensure that such processing is carried out in accordance with applicable law and that the Creator has (if applicable) collected sufficient consent from the individuals concerned prior to creating the Content.

10.2 Each Party separately undertakes to process, collect and share any personal data in accordance with the EU General Data Protection Regulation (GDPR) and/or any other applicable data protection regulation and its own respective privacy policy.

10.3 The Company acts as an independent data controller in respect of the Creator Data collected and processed through the Platform. The Creator acts as an independent data controller in respect of any personal data in the Content. Unless expressly agreed otherwise in writing, the Parties are not joint controllers.

10.4 The Creator may exercise its rights as a data subject under applicable data protection law (including rights of access, rectification, erasure, restriction of processing, data portability and objection) in relation to any personal data processed by the Company by contacting the Company at legal@casinolytics.com. The Company shall respond to such requests within the timeframes required by the applicable data protection law.

10.5 The Creator acknowledges and agrees that the Company's processing of the Creator's personal data, including Creator Data, is necessary for the performance of the Agreement to which the Creator is a party. The purpose of such processing is to make the Creator Data available to the Company's Customers through the Platform in accordance with these Terms.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 *Intellectual Property Rights*

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

11.2 *Rights to Intellectual Property*

All Intellectual Property Rights existing prior to the execution of the Services or developed independently thereof shall belong to the Party from which such Intellectual Property Rights originate.

11.3 *Data Rights*

The Creator shall retain the ownership and rights to all Content that the Creator creates in connection with the Services. The Creator shall be free to use the Content without restriction, subject to the licences granted under this Section 11.

11.4 By registering on the Platform and accepting these Terms, the Creator grants the Company a non-exclusive, royalty-free, worldwide licence to display the Creator's name, username, handle, profile image and thumbnail images as made publicly available by the Creator on third-party streaming platforms, solely for the purpose of operating and displaying the Platform to its Customers during the term of this Agreement. This licence does not extend to use of the Creator's name or likeness in any advertising or promotional material without the Creator's prior written consent. After the Agreement ends, the Company may continue to display publicly available data about the Creator in the same way as for creators who have not registered on the Platform.

12 CONFIDENTIALITY

12.1 Each Party agrees, during the term of the Agreement and during a period of five (5) years thereafter, 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 use of the Platform and/or the Services. 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, apart from information which:

a) is or becomes generally known to the public other than through the Receiving Party's breach of the Agreement;

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

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

12.2 The Receiving Party agrees not to use any Confidential Information for any purpose other than the fulfilment of its obligations under this Agreement.

13 LIMITATION OF LIABILITY

13.1 In no event shall the Company be liable to the Creator for any indirect or consequential damages, including without limitation loss of production, loss of data, loss of investment, loss of revenue or loss of goodwill.

13.2 The Company's total aggregate liability under or in connection with this Agreement shall in any case be limited to direct damages and shall not exceed the total revenue generated by the Company from Customer's use of the specific Creator's data during the twelve (12) months preceding the event giving rise to the damage.

13.3 The limitation of liability of a Party set forth in this Section 13 shall not apply in the event of such Party's intentional acts, gross negligence or willful misconduct and/or breach of Section 11 (Intellectual Property Rights) and 12 (Confidentiality).

14 INDEMNIFICATION

14.1 The Creator shall indemnify, defend, and hold harmless the Company and its directors, officers, employees, and agents from and against any and all claims, demands, suits, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) resulting from or

arising out of or in connection with the Creator's use of the Platform, the Creator's violation of these Terms or the Creator's gross negligence or willful misconduct.

14.2 The Creator agrees to defend, indemnify and hold the Company and its directors, officers, employees, and agents harmless from and against any third-party claims, damages, liabilities arising from the Content, including intellectual property claims.

15 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by an event beyond the reasonable control of a Party, including but not limited to acts of war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, or strikes ("**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.

16 AMENDMENTS

The Company may amend these Terms at any time by publishing the amended Terms on the Platform. The next time the Creator logs in, the Creator will be asked to accept the amended Terms before continuing to use the Platform. The amended Terms apply from the moment the Creator accepts them, and until then the version the Creator last accepted continues to apply. If the Creator does not wish to accept the amended Terms, the Creator may terminate its account in accordance with Section 6.3.

17 NOTICES

All notices under the Agreement shall be made in writing and delivered to the designated e-mail address of the Parties. Notices shall be deemed received one (1) business day after 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.

18 MISCELLANEOUS

18.1 *Entire Agreement*

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties. This Agreement shall not create any enforceable rights of any third party.

18.2 *Assignment*

You may not assign or transfer this Agreement, in whole or in part, without the Company's prior written consent. The Company may assign this Agreement without your consent in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.

18.3 *Severability*

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to fully accomplish the objectives of the original provision to the extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

18.4 *Relationship of the Parties*

The relationship between the Company and the Creator is that of independent contracting parties. Nothing in these Terms shall be construed as creating a partnership, joint venture, employment, franchise, or agency relationship between the Parties. Neither Party shall have the authority to bind the other Party or to incur any obligation on the other Party's behalf.

18.5 *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. A waiver of any right or provision under these Terms shall only be effective if made in writing and signed by the waiving Party.

19 GOVERNING LAW AND DISPUTES

19.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Malta.

19.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, 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. Notwithstanding the foregoing, where a Creator is a consumer, nothing in this Section 19.2 shall operate to deprive that Creator of any mandatory right to bring proceedings before the courts of their country of habitual residence under applicable consumer protection law. The governing law of this Agreement remains Maltese law save to the extent that mandatory consumer protection law of the Creator's country of habitual residence applies.

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