

Betsy Terms of Service (Beta Version / EU)

Last updated: 21.10.2025

Effective from: 21.10.2025

Introduction and acceptance of terms

Welcome to Betsy (“Betsy” or “we”). These Terms of Service (“Terms”) govern your access to and use of Betsy’s platform (the “application”).

By accessing the application, you agree to these Terms, our Privacy Policy (<https://www.betsy.now/privacypolicy>) and Content Guidelines, which form part of these Terms.

These Terms do not affect Betsy’s users’ mandatory consumer rights under applicable laws.

Service description

The application is provided as a beta service under active development.

The application is a platform where users can challenge each other to skill-based challenges, where they can compete for in-game features such as points, tokens, or similar indicators of progress for participation and engagement, for social and entertainment purposes. The application and its challenges are entirely skill-based and do not constitute or involve any game of luck.

The challenges are user generated content (text, video/photo, participant lists, outcome types, etc.) that are produced with the application.

The challenges are resolved by the users themselves to declare win, lose or tie states, not Betsy.

Users can create an account, comment/like challenges, create challenges, participate in challenges, resolve challenges, browse challenges, do other related activities and manage their account.

Any virtual in-app features such as points, tokens, or similar indicators of progress for participation and engagement are exclusively for entertainment and testing. They have no monetary value, cannot be exchanged or redeemed, and do not constitute currency, property, or any financial product.

Betsy may, in future versions of the application, revise how such features or transactions operate.

Eligibility and account requirements

To use the application, you must:

Be at least 18 years old, or any higher age required by the laws of your country of residence. If you are under that age, you must have verified parental or guardian consent before using the application.

Provide accurate and current information when registering and keep it updated.

Keep your login credentials confidential and accept responsibility for all activity under your account. You should use a strong password and enable available security features, such as two-factor authentication.

Betsy may restrict participation in certain challenge types to users above 18 years old.

Betsy may, at any time, request proof of identity, residence and similar information. Failure to complete requested verification may result in account suspension or restricted access.

You may hold only one active personal account. Creating or operating multiple accounts, using false identities, or sharing accounts for competitive advantage is prohibited.

Betsy may merge, suspend, or terminate duplicate or fraudulent accounts.

Betsy may suspend or terminate accounts that violate these Terms or applicable law.

User conduct and acceptable use

You must use the application lawfully and respectfully and may not use it to violate any applicable laws or regulations.

Users must not engage in fraudulent, deceptive, or abusive activity, including but not limited to colluding with others to manipulate challenge outcomes, using multiple or automated accounts to gain unfair advantage, submitting false or misleading information, or exploiting software bugs or vulnerabilities. Betsy may void any challenge or result affected by suspected fraud, cheating, or technical manipulation.

Acceptable use of the application is further defined in Betsy's Content Guidelines.

User-generated content and license

Users are responsible for ensuring that any challenges or content they create comply with applicable laws and these Terms. Users must ensure that all challenges they design or host are

entirely skill-based and do not constitute or involve any game of luck. Betsy reserves the right to remove or disable any challenge that appears to involve luck-based or equivalent mechanics.

Users retain ownership of all content they create and post on the application, including text, images, videos, comments, and other user-generated materials. Betsy does not claim ownership of user content.

By posting or sharing content, you grant Betsy a worldwide, royalty-free, transferable, sublicensable, and non-exclusive license to host, store, reproduce, modify, create derivative works from, publish, and distribute that content as necessary to operate, promote, and improve the application. This license remains in effect while your content is available on the application and for a reasonable period afterward for backup, audit, and legal-compliance purposes.

You represent and warrant that you have the rights and permissions to post any content you upload, and that it does not infringe or violate any laws or third-party rights, including intellectual property or privacy rights. If your content includes works owned by others (such as music or images), you are responsible for securing appropriate permissions or licenses before posting.

Betsy is not obligated to pre-screen or continuously monitor user content, but it may review, remove, or restrict access to content that violates these Terms, guidelines, or applicable law, at its sole discretion. Betsy does not guarantee that any content you post will remain available, particularly if it is found to breach these Terms or applicable regulations.

Third-party content

Some challenges, games, or activities in the application may be created by users or independent third-party developers. Betsy does not control or guarantee the quality, accuracy, safety, or legality of such content.

The presence of third-party content, including games, advertisements, or integrations, does not mean Betsy endorses or verifies it. These materials are provided for user convenience and entertainment only.

Users are solely responsible for their interactions with third-party content or providers. Any transactions, information exchange, or other dealings are between the user and the third party. Betsy is not liable for any loss or damage arising from such interactions.

Users can report third-party content that appears illegal, harmful, or in violation of these Terms through the reporting tools in the application. Betsy will review and may remove or restrict such content in line with its moderation procedures.

Virtual features and indicators of progress

During beta testing, users may receive non-monetary, virtual in-app features such as points, tokens, or similar indicators of progress for participation and engagement. These are used exclusively for entertainment and testing, do not constitute currency, property, or any financial product, and may be adjusted or removed at any time.

Betsy may update how such features and indicators of progress work in future versions. Any change to the monetary nature of such features and indicators of progress will not take effect without clear prior notice and user acceptance of revised Terms.

In future versions, Betsy may introduce mechanisms for real-value rewards, entry fees, or purchases. Such mechanisms will be clearly disclosed to users in advance, operate only in jurisdictions where permitted by law, be subject to additional terms and conditions, and involve secure, verified payment processors.

Until such new mechanisms are introduced, all in-app features and indicators of progress remain virtual and non-redeemable. Betsy may retire beta features and indicators of progress at any time before general release. Such features and indicators of progress hold no cash or redemption value and do not create any expectation of future compensation. Features and data, including indicators of progress and any in-app progress, may be deleted without notice.

Beta tester responsibilities

Beta testers agree to actively use the application and provide constructive feedback when requested. This includes reporting bugs, glitches, or performance issues to Betsy in a timely manner.

Testers must use the application only for its intended testing purposes and in normal, lawful ways. They must not misuse the beta version, attempt prohibited activities or use it for purposes unrelated to testing.

Access to the beta is limited to authorized users. Testers may not share their accounts, invite unauthorized participants, or disclose non-public features without permission. Where confidentiality applies, testers must keep proprietary features and information private. Reverse engineering, decompiling, disassembling, or attempting to exploit the software is strictly prohibited. The beta program is for testing and feedback, not for examining or undermining the platform's code or systems.

Any feedback or suggestions provided by testers may be used freely by Betsy to improve the application. Testers will not claim intellectual property rights or compensation for any features or improvements derived from their feedback.

Betsy may terminate or restrict a user's beta access at any time. Beta participants may be required to re-register or agree to new terms for the production version. Any special beta provisions will cease to apply after full release, unless otherwise stated.

Privacy and data protection

Users agree that Betsy's collection and use of personal data is governed by its Privacy Policy (<https://www.betsy.now/privacypolicy>), which explains what data is collected, how it is used, and how it is protected. By using the application, users consent to the processing of their data in accordance with the policy, including data collected during beta testing or participation in challenges.

During beta, deletion or resetting of data might occur as part of testing, and by joining the beta, users acknowledge this possibility.

Users have rights to access, correct, or delete their personal data under relevant privacy laws.

Betsy complies with relevant privacy laws in all regions where it operates, applying lawful bases for processing and safeguards for international transfers. Appropriate technical and organizational measures are in place to protect personal data, though users acknowledge that no system is completely secure. Users are encouraged to use available security features and exercise care when sharing information.

Content moderation and reporting

Betsy operates moderation and reporting tools consistent with relevant EU legislation. Users can report illegal or harmful content directly in the application.

Moderation actions will be accompanied by a reasoned statement. Users may appeal decisions through an accessible channel.

Repeated or severe breaches of these Terms or the law may lead to suspension or termination of the user's account by Betsy.

Disclaimers of warranties

The application is provided "as is" and "as available." Users use the application at their own risk.

Betsy makes no express or implied warranties regarding uninterrupted access, accuracy, or reliability. Users acknowledge that beta software may contain defects or interruptions. Also scheduled maintenance and updates may temporarily limit access to the application.

Limitation of liability

Betsy shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including but not limited to natural disasters, war, strikes, internet or telecommunication outages, or government actions.

Betsy is not liable for indirect or consequential damages, user-generated content, or data loss from beta resets.

The total liability of Betsy to any user is limited to the amount the user has paid, if any, in the twelve (12) months preceding the event giving rise to the claim. This limitation does not apply in cases of gross negligence, fraud, or where otherwise prohibited by mandatory laws.

You agree, to the extent permitted by mandatory laws, to compensate Betsy for direct losses or damages that are reasonably foreseeable and directly caused by your unlawful or intentional breach of these Terms, or by content you submit that infringes the rights of others.

Account suspension and termination

Betsy may suspend or close accounts that breach these Terms or the law, engage in abuse or security risks, or remain inactive or duplicate. Users will receive a reasoned statement upon suspension or closure of their account.

Users may close their account at any time. Deletion requests remove data in accordance with applicable laws.

Upon termination of an account, the user's right to access the application ceases immediately. Betsy may delete or deactivate the user's profile and remove their content, files, or data. Betsy is not liable to the user for compensation or damages due to termination, deletion of data, or loss of access following termination.

Miscellaneous

All trademarks, logos, graphics, software, and other materials forming part of the application are the property of Betsy or its licensors and are protected by applicable intellectual property laws. You may not use, reproduce, distribute, or create derivative works from these materials without Betsy's prior written permission.

If any provision of these Terms is invalid or unenforceable, the remainder remains effective.

Betsy may assign these Terms to an affiliate or successor following corporate reorganization. These Terms, the Privacy Policy, and the Content Guidelines form the entire agreement between you and Betsy.

Changes to terms

Betsy may modify these Terms for legal, technical, or operational reasons. Material changes will be announced at least 14 days before taking effect. Notice of material updates will be provided through in-application notifications and by email (if available). Users are responsible for

reviewing notifications and updated Terms. Non-material updates, such as clarifications or technical corrections, may take effect immediately upon publication.

Users who do not agree to revised Terms may stop using the application and delete their account before the effective date. Continued use after that date signifies acceptance.

Governing law and dispute resolution

These Terms are governed by European Union law and supplemented by the mandatory consumer protection and other relevant provisions of the user's country of residence.

Consumers may bring disputes before their local courts or an approved Alternative Dispute Resolution (ADR) body, including the European Online Dispute Resolution (ODR) platform <https://ec.europa.eu/consumers/odr>.

Contact Betsy

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