

# Affiliate Agreement

(the "Agreement")

## Introduction

**Enjoy Media Solutions- Limited**, a company incorporated and registered under the laws of Cyprus, bearing company registration number HE 440886 and having its registered office address situated at 1 Anastasiou Sioukri Street, Themis Court, 4th Floor, Office 402, 3105, Limassol, Cyprus ("**Us**", "**We**", "**Our**", the "**Company**").

By registering for the Affiliate Program, and by accessing and using any of the Company's Marketing Materials or accepting any Affiliate Fee, reward, bonus or Commission, whether contained in this Affiliate Agreement or elsewhere as a part of our Affiliate Program, you, as an Affiliate, will be deemed to have read, understood and agreed to this Affiliate Agreement.

We may periodically make modifications to this Agreement. We recommend that you revisit this page regularly. Your continued use of the Affiliate Program will constitute your consent to the updated Agreement.

## 1. Definitions

- 1.1. **The Website** shall include the websites promoted by the Company through this Affiliate Program Website. The Website is owned and operated by Rabidi N.V. (the "**Operator**"), a company incorporated under the laws of Curacao with company registration number 151791 and having its registered address at Dr. H. Fergusonweg 1, Willemstad, Curacao, licensed by Antillephone N.V., E-Gaming license No. 8048/JAZ, authorized by the Government of Curacao.
- 1.2. **Affiliate Program** means the collaboration between the **Company** and the **Affiliate** whereby the Affiliate promotes **The Website** through the **Tracking Links** from the **Affiliate Site (the "Services")**. For such Services, the Affiliate is paid an **Affiliate Fee** depending on the **Commission Plan**, subject to terms within this **Affiliate Agreement**.
- 1.3. **Affiliate Program Website** is <https://www.revolutionaffiliates.com>.
- 1.4. **Affiliate** is an independent person, whether a natural person/natural person conducting business activity and/or a company, acting in the course of business and engaged in advertising and marketing activities who submitted the Affiliate Application Form through the Affiliate Program Website accepting the terms and conditions of this Affiliate Agreement.
- 1.5. **Affiliate Site** shall mean the website(s), mobile or app site(s) or other methods for directing traffic owned, controlled or operated by the Affiliate to The Website and as is specified by that Affiliate in their Affiliate Application Form submitted to Us to join the Affiliate Program.
- 1.6. **Tracking Links** is a unique tracking web link that allows the Affiliate to direct **Referred Customers to Our Landing Pages** through which the Referred Customer is redirected to **The Website** and which enables **Us** to identify the **Affiliate Account** that has directed such specific **Referred Customer** for the purpose of calculating the **Affiliate Fee**.
- 1.7. **Our Landing Pages** are online web pages designed to maximize conversion and redirect Referred Customers to the registration page of The Website or through other pages as for the element clicked by the Referred Customers on Our Landing Page;
- 1.8. **Traffic Source** is the origin of your traffic identified with your Affiliate Site(s), applications, emails, all as indicated in your **Affiliate Program Application**;

- 1.9. **Marketing Materials** – advertising materials provided by Us (unless otherwise agreed between the Parties) and used by the Affiliate to promote The Website. It includes banners and text links and any other promotional material available in the Affiliate Program through your Affiliate Account.
- 1.10. **Settlement Period** shall mean a period within which Services are provided, each starting at 00.00.00 AM of the first day of the calendar month and ending at 11.59.59 PM of the last day of the calendar month (time: GMT +0).
- 1.11. **Restricted Territories** – countries where the operations of The Website are prohibited. The list of Restricted Territories for the Website will be provided by the Company to the Affiliate.
- 1.12. **Affiliate Fee** is the amount payable to the Affiliate based on the results and performance of their Referred Customers according to the selected Commission Plan based solely and exclusively on the information and measurement of **the Company**.
- 1.13. **Affiliate Account** means the account created by the Affiliate on the Affiliate Program Website to take part in the Affiliate Program of the **Company**.
- 1.14. **Baseline** is the minimum deposit amount that triggers the CPA. Unless specified differently between you and the Company, the baseline is \$25/€25/CAD35/NZD45/Fr22/NOK250/AUD35.
- 1.15. **Aggregated Baseline** is the sum of deposits of a Referred Customer that triggers the CPA. Unless specified differently between you and the Company, the Aggregated baseline is 5€ (five Euro), or equivalent in local currency, higher than the minimum deposit the Referred Customer is required to deposit to receive the welcome bonus. Non exhaustive baseline examples are: \$25/€25/CAD35/NZD45/Fr22/NOK250/AUD35.
- 1.16. **Commission** is the amounts due by the Company to the Affiliate by the Affiliate Program in exchange for the provision of the services in accordance with the conditions of this Agreement, calculated based on the **Default Plan**, or based on a **Commission Plan** if the Company agreed and configured in the Affiliate Account a different Commission.
- 1.17. **Default Plan** is the Revenue Share plan applied to your account at registration and advertised on the Affiliate Program Website. Unless a different Commission plan is agreed and implemented in your Affiliate Account, the Default Plan is the one based on which we calculate your Affiliate Fees.
- 1.18. The **Commission Plan** is a specific remuneration plan implemented by the Company in the Affiliate Account on the basis of which Affiliate fee is calculated. This plan identifies the specific Traffic Sources on which the Commission Plan is applied subject to the eligibility of the Referred Customer's Countries, the Baseline or Aggregated Baseline, the **Traffic Caps**, and the **Commission Scheme** which can be any of the following: CPC, CPL, CPA, Revenue Share or Hybrid. In particular:
- 1.18.1. **CPC** or "Cost Per Click" is a Commission Scheme according to which the remuneration is based on unique clicks from Potential Referred Customers in countries specified in the Commission Plan and from specific traffic Sources. CPC deals are offered upon request, please contact us at [support@revolutionaffiliates.com](mailto:support@revolutionaffiliates.com) to discuss further.
- 1.18.2. **CPL** or "Cost Per Lead" is a Commission Scheme based on a Referred Customer registering on The Website (via Single Opt In / Double Opt In) from specific countries and/or traffic source. Those Referred Customers shall not hold another account on The Website. CPL deals are offered upon request, please contact us at [support@revolutionaffiliates.com](mailto:support@revolutionaffiliates.com) to discuss further.
- 1.18.3. **CPA** or "Cost per Acquisition" is a Commission Scheme, according to which the remuneration is a one off amount per **Qualified Customer** as specified in the Commission

Plan. CPA deals are offered upon request, please contact us at [support@revolutionaffiliates.com](mailto:support@revolutionaffiliates.com) to discuss further.

1.18.4. **Revenue Share** is a Commission Scheme according to which the remuneration is a percentage of the Net Revenue generated by Referred Customers through your Tracking Link (on which the Revenue Share Scheme is configured) as specified in the Commission Plan agreed between you and Us. Revenue Share shall be payable indefinitely, unless otherwise stated herein, from the date of first bet of each Referred Customer.

1.18.5. **Hybrid** is a Commission Scheme that combines the CPA and the Revenue Share. The Revenue share is paid for all Referred Customers while the CPA for Qualified Customers from the specific Affiliate's Tracking Links. Terms of CPA & Revenue Share Commission Schemes, apply to Hybrid plan. Hybrid deals are offered upon request, please contact us at [support@revolutionaffiliates.com](mailto:support@revolutionaffiliates.com) to discuss further.

1.18.6. **CPM** or "Cost Per Mile" is a Commission Scheme according to which the remuneration is based on thousand impressions of display advertisement or opened emails. CPM deals are offered upon request, please contact us at [support@revolutionaffiliates.com](mailto:support@revolutionaffiliates.com) to discuss further.

1.19. **Referred Customer**

1.19.1. Has no prior account with **The Website**

1.19.2. accesses **The Website** solely through clicking on **Tracking Links** to **The Website** provided in your Affiliate Account and implemented without modifications on your Affiliate Site(s); and

1.19.3. opens a real account with **The Website**; and

1.19.4. makes his first deposit and plays and/or place bets with **The Website**

1.19.5. with both 1.19.3 and 1.19.4 occurring within thirty (30) days of accessing **The Website** pursuant to 1.19.2 in this definition above.

1.19.6. excluding the Affiliate, its employees, agents, relatives, friends or other associated persons used by the Affiliate for the purpose of this Agreement.

1.20. **Qualified Customer**

1.20.1. A Referred Customer that opened an account from a Tracking Link of a **Traffic Source** on which is configured the CPA or the hybrid **Commission Plan** is configured, and;

1.20.2. deposited at least the **Baseline** or the **Aggregated Baseline** as specified in the **Commission Plan** and keeps this deposit on **The Website**; and

1.20.3. opened an account from a country on which is configured the Commission Plan is configured.

1.21. **Net Revenue** means all monies received by Company from Referred Customers as placed bets, less (a) winnings returned to Referred Customers, (b) issued bonuses, (c) net balance corrections, (d) administration fees (30%), (e) fraud costs and chargebacks, (f) gaming taxes in any applicable jurisdiction, if any. For the avoidance of doubt, all Net Revenue amounts mentioned above are only related to Referred Customers referred to The Website by the Affiliate Site(s).

## 2. General conditions and Affiliate Program Application

- 2.1. This Agreement shall take effect with Our acceptance and approval of the contents of the Affiliate Application Form.
- 2.2. This Agreement is non-exclusive and does not prevent or restrict either Party from entering into similar or different agreements with third parties.
- 2.3. This Agreement shall govern the cooperation We have with you in relation to the Affiliate Program and modifies, replaces and supersedes any previous versions of Our Terms and Conditions (if any).
- 2.4. In case of a discrepancy or conflict in any clause of an insertion order or any other separate agreement entered into between the Company and the Affiliate, and the provisions in this Agreement, the provisions of the insert order or such separate agreement shall prevail.
- 2.5. You understand that gambling laws and advertising laws may vary from city to city, state to state and country to country. You have independently evaluated the gambling laws and advertising laws which apply to your activities and know that you may participate in Our Affiliate Program without violating any applicable rules or laws.
- 2.6. To become an Affiliate you must be at least eighteen (18) years old.
- 2.7. To become an Affiliate you will have to submit a completed Affiliate Program Application. With the acceptance of these terms and conditions on the Affiliate Application Form, You and the Company enter into a contractual agreement, and you shall be bound by all the terms and conditions stated in this Agreement (as revised, or changed from time to time).
  - 2.7.1. We may amend any minor terms and conditions of the Affiliate Agreement, at any time and in Our sole discretion, by posting the amended Agreement on the "Terms and Conditions" page of The Website and We will also provide you with a written notice that the Agreement has been changed by sending out an e-mail to the email address you have specified in your Affiliate Account with Us. You shall then have an opportunity to terminate this Agreement with immediate effect should you find any such change unacceptable.
  - 2.7.2. We may make material changes to the terms and conditions of the Affiliate Agreement at any time and in Our sole discretion, by posting the amended Agreement on the "Terms and Conditions" page on The Website and We will also provide you with a written notice that the Agreement has been changed by sending out an e-mail to the email address you have specified in your Affiliate Account with Us. You shall then have an opportunity to terminate this Agreement with immediate effect should you find any such change unacceptable.
  - 2.7.3. Following such an amendment, your continued participation in the Affiliate Program shall constitute a binding acceptance of the amended Agreement, whether or not you have actually gone over or read the relevant changes.
- 2.8. You must provide true and complete information to Us at all times; including but not limited to, your identity, corporate identity papers (where applicable), contact information, payment instructions, bank statements, nationality, residency, location and nature of your marketing activities, and any other information that we may reasonably request in relation to your Affiliate Application Form.
- 2.9. The Affiliate Program is intended for your direct participation. Opening an Affiliate Account for a third party, brokering or transferring an Affiliate Account is not acceptable.
- 2.10. You shall not open more than one Affiliate Account without our prior written consent.
- 2.11. The Company may take any necessary action against any or all Affiliate Account/s with the Company at its sole discretion to comply with Operator's policies and/or to protect the interest of the Operator.

- 2.12. Before being entitled to start any acquisition campaign for Us you should get written approval from your personal account manager.
- 2.13. In any event, prior to your use of any testimonial and/or endorsement s, you shall first obtain our prior written approval.
- 2.14. You shall not submit another Affiliate Program Application if your Affiliate Account had previously been closed due to material breach of this Agreement. The Company will inform you in writing in the event that your Affiliate Account has been closed due to a material breach on your end.
- 2.15. We will, at our sole discretion, determine whether or not, to accept an Affiliate Application and our decision is final and not subject to any right of appeal. We will notify you by email as to whether or not your Affiliate Application has been successful.
- 2.15.1. We may reject your Affiliate Application Form or terminate this Agreement for breach with immediate effect, if we determine, in our sole discretion, that your Affiliate Sites are not suitable for any reason, including, but not limited to, inclusion of content on your Affiliate Sites that we deem is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable, which by way of example only, might mean that it contains (i) sexually explicit, pornographic or obscene content (whether in text or graphics), (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise), (iii) graphic violence, (iv) politically sensitive or controversial issues (v) any unlawful behavior or conduct; (vi) fake or misleading content, including fake news; (vii) false claims, testimonials, endorsements or any similar content; or any unlawful behavior or conduct, including, but not limited to, a breach of any regulatory requirement applicable to the Company (all together defined as the "**Prohibited Content**").
- 2.15.2. we shall reject your Affiliate Application Form if we determine, in our sole discretion, that the Affiliate Sites are designed to appeal to **Minors** (persons under the age of 18 or the minimum legal age at which individuals may use The Website in the applicable territory).
- 2.15.3. We are strongly committed to the protection of Our Referred Customers as end-users from all types of malicious, harmful or intrusive software and maintain a zero-tolerance policy in this regard. Therefore, we shall reject your Affiliate Application Form if we believe, in our sole and absolute discretion, that any of the Affiliate Sites are designed to distribute or promote or allow the distribution or promotion of any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware.

By establishing an Affiliate Account with us, you acknowledge that you may be asked to share certain personal information about you before activating or during your use of the Affiliate Program (e.g. your name, physical address, email address, phone number, financial information, etc.). By accessing and opening an account, you agree and understand that we will use such information as necessary for the performance of this Agreement to which you are a party (e.g. to process payments and to evaluate your application). You may [contact us](#) any time and request to access, delete, change or update any personal information relating to you (for example, if you believe that your personal information is incorrect, you may ask to have it corrected or deleted) or that we will cease any further use of your personal information or that we shall remove your personal information (subject to any other legal obligation that may require us to keep the information). If you wish to raise a complaint on how we have handled your personal information, please [contact us](#) directly. For more details, you should review our [privacy policy](#) which describes how we access, use, store and retain personal information and how we respect individual rights to privacy.

### 3. Affiliate Player Account

- 3.1. **Affiliate Player Account** is an account you opened on the Website to promote the Website, and therefore is considered a marketing tool and subjected to the terms in this Agreement. You must request the approval of the Company to open an Affiliate Player Account by submitting an Affiliate Application Form through the Affiliate Program Website.
- 3.2. You shall open the Affiliate Player Account through a specific Tracking Link that we will provide you. If you already have an account with us you must notify us in advance the usernames of your Affiliate Player Account(s) and receive from us the written approval to turn this account into an Affiliate Player Account.
- 3.3. When using an Affiliate Player Account to promote The Website, Jackpot games are excluded. Any winnings from Jackpot games will be forfeited.
- 3.4. When using an Affiliate Player Account to promote The Website you are bound by the terms and conditions provided by Us, by This Agreement, by the terms and conditions on The Website, and the bonus policy on The Website.
- 3.5. When using an Affiliate Player Account to promote the Website you agree that all winnings accumulated from a raw cash deposit or bonus taken are bound to the max cash out agreed with Us or the Operator. This includes any remaining funds, winnings or raw cash gameplay. In case real amount is deposited on the Affiliate Player Account, and winnings are generated, the maximum withdrawable amount will be equal to the total deposited amount within a determined period of time.
- 3.6. When using a Affiliate Player Account to promote Our brands You agree that you no longer qualify for any additional casino bonuses apart from those given to you by Us as instructed by the Operator.
- 3.7. When an Affiliate Player Account is used to promote The Website, normal maximum cashout terms do not apply. Any winnings accumulated from real money and bonus money are subject to the maximum cashout given to you by Us as instructed by the Operator.

### 4. Affiliate Obligations

- 4.1. It is your sole obligation to ensure that any information you provide us with when registering with the Affiliate Program is correct and that such information is kept up-to-date at all times. You shall provide Us with any additional information that We may require at Our sole discretion. Failing to maintain such obligations may cause the termination of this Agreement and the closure of your Affiliate Account.
- 4.2. It is your sole obligation and responsibility to ensure that login details for your Affiliate Account are kept confidential and secure at all times.
- 4.3. Any unauthorised use of your Affiliate Account resulting from your failure to adequately guard your login information shall be your sole responsibility, and you remain solely responsible and liable for all such activity occurring under your Affiliate Account user ID and password (whether such activity was undertaken by you or not). It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account.
- 4.4. We may periodically request updated information (mentioned in point 2.8 and 2.16) at our sole discretion. You shall provide it within fourteen days from a written request to Us. Payments will be held until the requested information is provided. If you fail to provide the requested information within fourteen days, or you provide incomplete or inconsistent information, we reserve the right to suspend your Affiliate Account and apply the relevant

terms in this Agreement. You will have 30 days to provide the requested information from the date of the suspension of your Affiliate Account, and if you fail to comply, at the end such 30 days, we reserve the right to terminate your Affiliate Account and void any Affiliate Fees due.

- 4.5. Solely at your own cost and expense, you shall market and refer Referred Customers to The Website and you shall also promote our brand(s) on your Affiliate Site(s), promotions and marketing campaigns;
- 4.6. You shall be solely responsible for the quality and manner of such marketing activities;
- 4.7. You shall conduct only marketing activities that are competent, professional, and lawful under relevant guidelines, legislation or laws (including, but not limited to, any laws relating to the content and purpose of any advertising or marketing) and are otherwise compliant with the terms of this Agreement. You shall comply at all times with all applicable laws and any policy notified by Us through the Website or otherwise in relation to money laundering and/or the proceeds of crime.
- 4.8. You shall at all times comply with all applicable Data Protection Legislation including, without limitation, ensuring that any and all Referred Customer data: (i) is collected fairly, lawfully and transparently; (ii) processed in accordance a lawful condition as set out in the General Data Protection Regulation – EU2016/679 as amended (GDPR); and (iii) is protected from loss, theft, accidental destruction or unauthorised access by implementing appropriate technical and organisation measures in respect of such personal data.
- 4.9. You warrant that all direct marketing sent to targeted potential Referred Customers shall only be done where such Referred Customers have given valid consent to receive such marketing communication as required by applicable Data Protection Legislation. Valid consent shall include data subjects opt-in to such marketing and data subjects being informed that they shall receive marketing relating to The Website (identified either specifically or, at the least, by its industry).
- 4.10. You shall use all Marketing Materials in accordance with the terms of this Agreement, or any applicable laws. It is your responsibility to use up to date Marketing Materials and up to date information on your Affiliate Site(s). If we notice the usage of unauthorized marketing materials, we will expect you to remove those marketing materials within 72 hours of our warning to you. Any promotion of unauthorized bonus codes will result in revenues received with these bonus codes being deducted from your monthly Commissions;
- 4.11. You shall have all certificates, authorizations, registrations and licenses necessary to satisfy the responsibilities under this Agreement.
- 4.12. You will only use Tracking Links provided by Company within the scope of the Affiliate Program. Masking your Affiliate Links (for example hiding the source of the traffic sent to Company's Websites) is prohibited.
- 4.13. If you send any emails or SMS communications to individuals which (i) include any of Company's Intellectual Property Rights; or (ii) otherwise intend to promote The Website, you must first obtain Our written permission to send such emails or SMS. If such permission is granted by the Company, you must make it clear to the recipient that all marketing communications are sent from you and are not from our Company. You must comply to the anti-spam laws and the terms of this Agreement.
- 4.14. Affiliates must inform Us of any changes that may occur regarding your company/account/bank details before any payment is processed.
- 4.15. You shall NOT, nor shall you authorize, assist or encourage any third party to:
  - 4.15.1. include in your Affiliate Sites or place our **Marketing Material** on Traffic Sources, any content that include **Prohibited Content**, or any content that targets **Minors**.
  - 4.15.2. Offer a Referred Customer the monies, prize, or some kind of reward for clicking on the Traffic Links, visiting The Website, or registering an account on The Website, unless this reward or prize is agreed in advance and in writing by Us.

- 4.15.3. Utilize traffic sources from bonus seekers, cashback or other incentivized traffic to promote The Website unless this specific traffic Source is approved in advance in writing by Us;
- 4.15.4. Use automated script(s) and/or computer program(s) in order to imitate the click of a user on the Tracking Links or imitate the registration of a Referred Customer on The Website,
- 4.15.5. Change, amend or alter a Tracking Link provided by Us, which means that the Affiliate may add variables, text, metrics, parameters after the tracking link text but cannot change, amend or alter the Tracking Link text itself (which includes protocol, domain, and path). When options "Use sub\_id" and/or "Use click\_id" are included, the Affiliate may amend or change the query string (link text after the question mark). We shall not be liable for any missed conversion if the Affiliate changes, amends or alters the Tracking Link.
- 4.15.6. retain personal relationship whatsoever between you and the Referred Customers (this term is not applied to Affiliates managing forums);
- 4.15.7. deposit and play under your own Tracking Links. The use of your own Tracking Links to deposit and play is strictly forbidden unless specifically approved in writing by the Company;
- 4.15.8. use or place on any online site or other medium incorrect, inaccurate, confusing and/or fraudulent Marketing Materials, that may potentially confuse a Referred Customer or a potential Referred Customer;
- 4.15.9. place Marketing Materials on any online site or other medium, where the content and/or material violates the intellectual property rights of third parties;
- 4.15.10. copy or resemble the look and feel of any website in whole or in part or otherwise damages Our goodwill or reputation in any way;
- 4.15.11. modify the Marketing Materials in any way unless a prior written consent is obtained from Us;
- 4.15.12. alter, redirect or in any way interfere with the operation or accessibility of the Websites, the **Affiliate Program Website**, **Our Landing Pages** or any pages thereof;
- 4.15.13. acquire any right to any data relating to the Referred Customers and/or potential Referred Customers;
- 4.15.14. register as a Referred Customer on behalf of any third party, or authorize or assist (save by promoting the Website in accordance with this Agreement) any other person to register as a Referred Customer;
- 4.15.15. reasonably cause any person's confusion regarding Our relationship with you or any third party, or regarding the ownership or operation of the Website or service on which any processes or transactions are occurring;
- 4.15.16. cause the Website (or any parts or pages thereof) to open in a visitor's browser other than as a result of the visitor clicking on banners or text links contained in or as part of any Marketing Materials;
- 4.15.17. attempt to intercept or redirect (including via user-installed software) traffic from or on any website or other place that participates in Our Affiliate Program;
- 4.15.18. violate the terms of use and any applicable policies of any search engines;
- 4.15.19. to register domain names, or bid on keywords or search terms related to The Website;
- 4.15.20. display the brand name of The Website in your display URL;
- 4.15.21. claim to be the official site of The Website, in your meta information on any page of your Affiliate Site(s);
- 4.15.22. use misspelling or variation of The Website in your display URL. We have the right not to pay your Commission in the event of noticing these sites. If we notice such action you must immediately transfer these domain names to Us;



- 4.15.23. attempt to market or promote any of the Websites within territories designated as **Restricted Territories**, attempt to circumvent any restriction which We have put in place to prevent Referred Customers from Restricted Territories from signing up as Referred Customers, or attempt to disguise the geographical location of a Referred Customer, without Our prior approval;
- 4.15.24. provide Referred Customers' personal details to any third party, during the term of this Agreement and at any time after the expiration or termination of this Agreement. If you try to provide any Referred Customer's details to any third party, We shall be entitled to immediately terminate this Agreement and to indefinitely withhold and seize all Affiliate Fees and Commissions owed to you at that time;
- 4.16. You acknowledge that the Company and/or the Operator own all intellectual property rights of any and all of the Marketing Materials, their brands and the Website, domains (the "**Marks**"). Any use of any trade mark, domain name or trade name which content is confusingly similar to or is comprised of the Marks (other than in accordance with the terms of this Agreement) without Our prior written approval shall be unauthorized. By way of example, but without limitation, you may not register or use any of the Marks in any part of any domain name. You agree that any use by you of the Marks inures to Our sole benefit and that you will not obtain any rights in the Marks as a result of such use. You shall not register or attempt to register any trademarks or names that contain, are confusingly similar to or are comprised of the Marks, and you hereby agree to transfer any such registration obtained by you to the respective Operator upon demand. You further agree not to attack Our ownership of and title to the Marks in any way.
- 4.17. You shall not commercialize the Tracking Links other than on your Affiliate Site(s), display data from the Tracking Links via any electronically accessible medium other than your Affiliate Site(s) without our express written consent, or use the Tracking Links in any way which proves or is likely to prove detrimental to us. You cannot open a social media account (Facebook, Twitter, YouTube etc.) on behalf of us and mislead people or claim that your Affiliate Site(s) is Our official partner site. If you are aiming to promote us through social media, you must get our written approval and you must report Us your activities regularly. You shall ensure that all advertising or promotional activity made through any media (including social media) and on any format is made in compliance with the applicable laws and any applicable rules of the media chosen for the respective activity. You agree to indemnify Us and holds Us harmless for any claims, fines, penalties or damages We may have to pay as a result of the activities performed by you, irrespective of their nature.

## 5. Company Obligations

- 5.1. Upon execution of this Agreement, a unique Tracking Link shall be assigned to the Affiliate, and the Affiliate shall be integrated in the technical platform of The Website. By means of the player tracking code Referred Customers acquired via the Tracking Link on the Affiliate Site(s) and the bets placed during such sessions shall be registered and/or be tracked.
- 5.2. The Company shall provide the Affiliate with all information and Marketing Material necessary for the implementation of the Tracking Link.
- 5.3. During the term of this Agreement, We grant you a terminable, non-exclusive, non-transferable right to use the Marketing Materials We provide for the sole purpose of marketing to and referring Referred Customers to The Website. Generally, we will provide you, without charge, the guidelines, graphical artwork and permitted text to use in promotional materials.
- 5.4. The Company shall record the Net Revenues and the total amount of Commission earned via the Tracking Links, provide the Affiliate with Commission statistics, and handle all customer services related to the business of the Company.
- 5.5. The Company shall pay the Affiliate its Affiliate Fees depending on the Commission Plan and subject to the terms and conditions of this Agreement.
- 5.6. At Our sole discretion, we will deactivate any of the applicable Tracking Links in order to comply with any requirements we may periodically establish, and such action will not result in any liability or compensation due towards the Affiliate by the Company. Upon the deactivation of a Tracking Link(s) the Company will duly notify the Affiliate of such deactivation.
- 5.7. We shall use and process the following personal data of an Affiliate or any Affiliate's employee, as follows: your username for logging in, your email address, name, date of birth, your country and address, telephone number and financial data for the purposes of ensuring a high level of security, fulfilling the AML legal requirements and for managing our business relationship.

## 6. Commissions, Reports, Billing and payments

- 6.1. Once You join the Affiliate Program your Affiliate Account shall be set to Default Plan unless otherwise specified and agreed between the parties.
- 6.2. In the event that the Commission to be paid to you in any calendar month is less than €200 to be paid into your account, or €500 to be paid by swift payment or into a Switzerland or Isle of Man bank account (the "Minimum Amount"), such Commission will be added to the subsequent month's Affiliate Fees and shall be transferred to you as soon as the total amount reaches the Minimum Amount.
- 6.3. All Commissions are generated in Euro and all payments are due and payable in Euro, unless otherwise agreed between Affiliate and the Company. Affiliate Fees shall be processed through any of the payment methods currently available in the Affiliate Program and selected by you inside your Affiliate Account. It is your responsibility to keep your payment details updated at all times. Any charges in connection with transferring the Affiliate Fees to you will be covered by you and deducted from your Affiliate Fees. For the avoidance of doubt, We have no liability to pay any currency conversion charges or any charges associated with the transfer of money to your bank account.
- 6.4. All Commissions shall be paid to you on a monthly basis, within approximately 30 days following the end of each month. Invoices received by us are rotated in a payment cycle which commences on the 1<sup>st</sup> of every month and will be finalized by the 20<sup>th</sup>. Invoices must be

received by us by the 10<sup>th</sup> of every month; failure to follow this procedure will result in the said invoice being settled in the next payment cycle. Affiliate Fees shall be paid in accordance with the terms of this Agreement, and after any deductions or set offs that We are entitled to make under this Agreement. Any invoice upon which VAT is payable by the Company to the Affiliate, shall be accompanied by a valid VAT number.

- 6.5. We shall make relevant figures available to you through the Affiliate Program Website. In order to allow accurate tracking, reporting, and Affiliate Fees allocation, you must ensure that the Tracking Links are properly formatted throughout the term of this Agreement.
- 6.6. The Company reserves the right to review any Affiliate Fees paid to you. Such review must be performed by the Company within six (6) months of the payment of the relevant Affiliate Fees to you. In the event of any overpayment due to an error in the calculation of the Affiliate Fees, resulting in a higher payment than that actually due, the Company shall deduct the amount overpaid from the next payment of Affiliate Fees due to the Affiliate.
- 6.7. You understand and agree that Referred Customers must link using your Tracking Link in order for you to receive Affiliate Fees upon them becoming Referred Customers. In no event shall We be liable for your failure to use Tracking links and for any Affiliate Fees miscalculation or other damage which may result of such failure. Notwithstanding any other provision herein, We may at any time and at Our sole discretion amend Our tracking system and reporting format and provide You a notice to that effect.
- 6.8. If you disagree with the monthly reports or the amount payable, you might wish to not accept payment for such an amount and should immediately send Us a reasonable objection in writing. Objections must be received within seven (7) calendar days of Our making available your monthly report or your right to dispute such report or payment will be deemed waived and you shall have no right to make further claims with regard to such reports and payments. Further, your acceptance of payment transfer or acceptance of other payment from Us will be deemed complete and final settlement of Affiliate Fees due for the month indicated..
- 6.9. All taxes due in connection with any payments to you are your sole liability and responsibility. You are solely responsible for complying with the rules, if any, for registering for and paying direct and indirect taxes, including, but not limited to, VAT, levies, duties, income taxes and other charges in respect of your income from or in relation to this Agreement and for collecting and paying the income tax and social security contributions in respect of yourself and your staff, if any. For the avoidance of doubt, it is hereby clarified that We will not increase the fees payable as Affiliate Fees by the Company because of any tax, levy, duty or charge) that is imposed by any authority in any jurisdiction on the payment of the Affiliate Fees to the Affiliate, and all Affiliate Fees are inclusive of any such tax, charge, duty and/or levy. VAT is exclusive of Affiliate Fees [if applicable]. The company VAT is CY10440886V.

## **Fraud**

- 6.10. We reserve the right to review all Affiliate Fees for possible fraud, regardless of whether such fraud may be on the end of the Referred Customers or on your end. During the period in which We shall review Affiliate Fees for possible fraud, where such review period shall not to exceed 180 days, We shall have the right to withhold any Affiliate Fees generated in your Account until the time the review has been concluded and subject to the conclusions of such review. Any instance of fraud on your end constitutes a breach of this Agreement, and We reserve the full right to terminate this Agreement immediately in the event of such breach and close your Affiliate Account. Further, in the event that We deem that fraud has occurred, either on your part or on the part of any of your Referred Customers, you shall not be entitled to receive any Affiliate Fees which have been generated in your Account at such

time. We reserve the right to off-set any amounts already received by you (which can be shown to have been generated by fraud) from future Affiliate Fees payable to you.

- 6.11. For the purpose of this Agreement and by way of example only, the term “fraud” shall include, but shall not be limited to, actual or attempted (i) bonus abuse on the part of a Referred Customer, (ii) the encouragement by you or a third party of bonus abuse on the part of a Referred Customer, (iii) a chargeback executed by a Referred Customer in relation to his/her deposit, (iv) collusion on the part of a Referred Customer with any other Referred Customer, (v) the opening of an Affiliate Account in breach of the terms of this Agreement, (vi) the offering or providing by you or any third party of any unauthorized incentives (financial or otherwise, including but not limited to any kind of cashback, tricks to ‘cheat the casino online’ or tricks to ‘beat the casino online’) to potential Referred Customers, (vii) any attempt by you to artificially increase the Affiliate Fees payable to you, (viii) deposits, revenues or traffic generated through illegal means, (ix) the offering or providing by you or any third party of any spam traffic to potential Referred Customers, (x) any attempts to register and/or use any domain names confusingly similar to the ones owned by Us, containing either the whole domain name or any of its parts including any possible alterations (e.g. letter replacement), (xi) Traffic Sources from roulette playing schemes or casino systems where Referred Customers are advised in any way on how to play to beat the online wagering system, (xii) incorrect or fake personal data, and (xiii) any other act by you or by a Referred Customer which is understood to have been committed in bad faith against Us or to defraud Us (as determined by Us in Our sole discretion) regardless of whether or not such action has resulted in any type of harm or damage to Us (including without limitation deposits generated on stolen credit cards, collusion, manipulation of the service or system, bonuses or other promotional abuse, and unauthorized use of any third party accounts, copyrights, trademarks and other third party intellectual property rights (which for the avoidance of doubt includes our intellectual property rights)).

#### **Other commission terms**

- 6.12. We reserve the right to terminate this Agreement and/or to indefinitely withhold and seize all Affiliate Fees owing to you at such time in case we identify **CPA/CPL/CPC abuse** from your Tracking Links. CPA/CPL/CPC abuse includes, but is not limited to the following definitions:
- 6.12.1. Having an abnormal number of Qualified Customers that deposit once to trigger CPA level, and play and lose with the deposited amount, with no further play activity;
  - 6.12.2. Having multiple Referred Customers with similar game patterns and Referred Customers details;
  - 6.12.3. masking country of origin of your traffic through VPN, a proxy server, or share the same IP Pool to hide the real country of the Referred Customer;
  - 6.12.4. Utilizing Tracking Links on Traffic Sources different from the one agreed with Us;
  - 6.12.5. Utilizing Tracking Links CPA or Hybrid links for branded traffic as for 6.16;
- 6.13. Furthermore, with regard to any CPA/Hybrid/CPL deals that show abnormal player behaviour or activity and/or very low player value, we reserve the right to cancel or modify the respective Commission Plan and/or place your Affiliate Account on the Default Plan. Such change will only apply from the date in which such change is made in this Agreement or such other later date as we see fit. However, if an abuse/fraud is suspected/discovered, the Affiliate Account will be put under investigation and term 6.10 will be applied.
- 6.14. Any Referred Customer that deposits and doesn't wager their deposit at least one time, within the month of placing the deposit, shall not result in the Affiliate to qualify for CPA Commission Scheme unless otherwise agreed in writing with Us beforehand.

- 6.15. Duplicated Referred Customers or Referred Customers that permanently self-exclude during the first thirty days from making their first deposit, will not be considered Qualified Players and the calculated CPA will be deducted from your Affiliate Account unless otherwise agreed in writing with us beforehand.
- 6.16. In Hybrid Commission Schemes, Negative Revenue Share will not be deducted from the CPA part of the Commission, however the Company may, at its sole discretion, opt to do so on a case-by-case basis.
- 6.17. Branded Traffic (Mentioning/Using The Website in adwords advertising, use in the domain and other related to it) are paid on Default Plan. The affiliate must notify which traffic is branded and implement the specific revenue share tracking link to this traffic in advance.
- 6.18. Notwithstanding the foregoing, you will not be able to generate any Sport Oriented Players, in respect of any Player who registers or provides the CPA Minimum Deposit during either the Grand National, Cheltenham Festival or any short time horseracing events (and for the avoidance of doubt we will not pay you any Commission with respect to such Players), unless otherwise agreed by us in writing in your Commission Plan. Further, without limiting the generality of any other term of this Agreement, we reserve the right (i) to change the CPA Minimum Deposit in your Commission Plan in our discretion during such events; and (ii) to direct you in writing to cease any or all marketing efforts in the during such events, and you shall immediately cease marketing for the duration of such events, and we shall not be liable to pay you any Commission which would have otherwise been payable to you under this Agreement.

## Deliverables and Delivery

- 6.19. The **Daily Cap** is the daily volume of traffic according to the different Commission Plans (daily number of impressions, or clicks, or leads, or Referred Customers, or Qualified Customers). The **Total Cap** is the monthly number of impressions, or clicks, or leads, or Referred Customers, or Qualified Customers according to the defined Commission Plan. If a Total Cap is defined, the Affiliate must spread equally the deliverable though 30 days avoiding sending picks of traffic in a short amount of time.
- 6.20. We shall not be liable to pay for any Deliverables (as defined below) that are delivered in deviation from what is defined in this agreement or agreed in writing with Us, including where such Deliverables: (i) are not derived from the targeted countries for which a Commission has been agreed and defined by Us; (ii) above the Frequency Cap as detailed by Us; (iii) are 15% or more above the Daily Cap as detailed by Us; (iv) 15% or more above the Total Cap as detailed by Us; (v) are a result of fraud or abuse as determined by Us; or (vi) are derived from any breach of the terms of this Agreement.
- 6.21. Deliverables: If not otherwise agreed in advance and in writing by Us, the following frequency cap and Daily Cap shall apply for the different Deliverables (i) 5 impression per user in 24 hours (the: "Frequency Cap") (ii) with regard to CPM the daily cap is 100 Euro in inventory cost; (iii) with regard to CPC, the daily cap is 100 clicks per day; (iv) with regard to CPL, the daily cap is the 30 registrations per day; (v) with regard to CPA or Hybrid:
- 6.21.1. All newly registered Affiliates shall be subject to a probationary cap of 25 Qualified Customers, if not otherwise specified by Us (the "**Probationary Cap**"). Once you reach the Probationary Cap in terms of Qualified Customers generated by you, you shall pause the traffic you are directing to The Website until final validation of the deal by Us ("**Final Approval**"). Please note that if the Probationary Cap is crossed without Our Final Approval, We will not pay you any Commission with respect to the Qualified Customers exceeding such Probationary Cap.
- 6.21.2. Following Final Approval, you are subject to a daily cap of 30 Qualified Customers, if not otherwise agreed by Us in writing. Please note that if the Daily Cap is crossed without

Our written approval in a given day, We will not pay you any Commission with respect to the Qualified Customers exceeding such Daily Cap in the same day.

- 6.22. Our measurements in relation to the Deliverables shall be the sole and authoritative tool. Notwithstanding the foregoing, you shall, within 7 days of the end of the month in which a campaign is run, have a right to appeal Our measurements for such month by providing Us with written evidence demonstrating the extent to which your measurement of the Deliverables exceeds Our measurement (the “**Excess Deliverables**”). If We reasonably deems such evidence to be accurate, you shall be entitled to charge for such Excess Deliverables up to a maximum amount of 15% of the amount which would have otherwise been due in accordance with Our measurements and provided that the limits referred to as the Daily Cap and Total Cap are not exceeded in consequence thereof.
- 6.23. Unless otherwise stated, We may request by written notice to you at any time: (a) to make changes to the commercial terms including (but not limited to) the provisions in respect of the targeted countries, the type of campaign or the applicable Website; or (b) to pause part or all of the campaign for a period of time determined by Us, including without limitation, to disable any Tracking Link provided by Us. You hereby agree to implement the requested changes no later than 24 (twenty-four) hours following your receipt of such notice from Us. If the changes are not applied or are applied following the 24 (twenty-four) hours, W reserve the right to deactivate the Tracking link, redirect the traffic, or take any other action We define deem fit on a case-by-case basis. We shall not be charged for Deliverables following the 24 (twenty-four) hours from when Our instructions are sent in writing to you.
- 6.24. No Negative Carryover. In case the Revenue Share Commission or the Revenue Share part of a Hybrid Commission Plan of an Affiliate in a particular Settlement Period is negative, then such negative balance shall not be carried forward into the following Settlement Period or into successive Settlement Periods, and there shall be no deductions to the Revenue Share in successive Settlement Periods;
- 6.24.1. Clause 6.24 shall only apply if this was agreed to in writing with Us in advance, otherwise it is not applicable.
- 6.24.2. If the Company has agreed with Us in writing in advance, in terms of Section 6.24.1, to have No Negative Carryover, the following terms are applicable:
- 6.24.2.1. If the Net Revenue for a Referred Customer, during any month, is negative for at least €10,000, then the relevant Referred Customer is for the purposes of this Section 6.24.2 referred to as a “**High-Roller**” and this High-Roller Policy in terms of Section 6.24.2 shall apply;
- 6.24.2.2. In terms of the High-Roller Policy, the High-Roller will be excluded from the monthly Commission calculation;
- 6.24.2.3. The High-Roller’s negative Net Revenue will be carried over to the next periods;
- 6.24.2.4. The High-Roller’s carried over negative Net Revenue will be deducted from the future positive Net Revenue achieved in subsequent months.
- 6.24.2.5. The deductions of the positive Net Revenue for a High-Roller from the negative Net Revenue of the said High-Roller shall continue until the High-Roller’s carried over negative Net Revenue is fully refunded.
- 6.24.2.6. A negative balance carryover of a High-Roller cannot be set-off against a different High-Roller’s future Net Revenue.

## Default plan

- 6.25. The Default Plan is applied to all new approved Affiliate Accounts unless agreed differently. The Default Plan is based on the amount of new monthly Referred Customers and their respective product (Casino or Sport betting). The monthly percentage of Net Revenue is based on the below:
- 6.25.1. From 0 to 2 new casino Referred Customers, 20% of monthly Net Revenue of all casino Referred Players;
  - 6.25.2. From 3 to 25 new casino Referred Customers, 25% of monthly Net Revenue of all casino Referred Players;
  - 6.25.3. From 26 to 50 new casino Referred Customers, 35% of monthly Net Revenue of all casino Referred Players;
  - 6.25.4. From 51 and more new casino Referred Customers, 50% of monthly Net Revenue of all casino Referred Players;
  - 6.25.5. From 0 to 2 new sport Referred Customers, 20% of monthly Net Revenue of all sport Referred Players;
  - 6.25.6. From 3 to 25 new sport Referred Customers, 25% of monthly Net Revenue of all sport Referred Players;
  - 6.25.7. Referred Players;
  - 6.25.8. From 26 to 50 new sport Referred Customers, 30% of monthly Net Revenue of all sport Referred Players;
  - 6.25.9. From 51 and more new sport Referred Customers, 35% of monthly Net Revenue of all sport Referred Players;

## Sub-affiliation

- 6.26. In order for an Affiliate to qualify as a master affiliate (the “Master Affiliate”), the sub-affiliate must submit an Affiliate Application Form after clicking on a specific Tracking Link of the Master Affiliate.
- 6.27. In the event that the sub-affiliate ownership changes, the Master Affiliate will have 30 days to provide the Company an introduction with the new sub-affiliate of the account. Should such an introduction not be provided within these 30 days, We reserve the right to terminate the Master Affiliate deal.
- 6.28. Master Affiliates will not be entitled to a commission from Affiliates that are already receiving a flat fee.
- 6.29. Master Affiliate commission is offered upon request and after discussion with the dedicated affiliate manager.

## 7. Terms and Termination

- 7.1. Either party can terminate this Agreement with or without cause by providing twenty-four (24) hours prior notice to the other.
- 7.2. You may terminate this Agreement upon written notice addressed to [support@revolutionaffiliates.com](mailto:support@revolutionaffiliates.com) with a subject line “Termination”. For the avoidance of doubt, your participation in the Affiliate Program would be ended with the termination of this Agreement, however any confidentiality terms contained herein shall survive the termination of this Agreement indefinitely.
- 7.3. We may terminate this Agreement in whole or partially at any time for any violation of this Agreement upon written notice addressed to the email address you have provided to Us upon registering an account on the Affiliate Program Website. For the avoidance of doubt,

once this Agreement has been terminated either by you or by Us, you will not earn any Affiliate Fees after the termination, even if your Tracking links are still functional, unless we have otherwise agreed. Should We terminate a particular Tracking Link you would no longer receive any Affiliate Fees from that Tracking Link, unless otherwise agreed.

- 7.4. We may temporarily discontinue the Agreement (in whole or in part) at Our sole discretion without prejudice to Our further rights and remedies. We may withhold the payment of any Affiliate Fees generated through any affected Tracking Links during any such suspension period. You shall be paid any withheld Affiliate Fees within 30 days of the suspension being lifted.
- 7.5. In case of termination or temporary suspension of this Agreement, We are entitled to immediately suspend and/or block your access to your Affiliate Account.
- 7.6. Termination for Liquidation. This Agreement may be terminated by either Party by giving 5 (five) calendar days written notice of such termination to the other Party if the other Party presents a petition or has a petition presented by a creditor for its winding up, convenes a meeting to pass a resolution for voluntary winding up or enters into liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), enters into a voluntary arrangement with its creditors, has a receiver, administrative receiver or administrator of all or any of its undertakings or assets appointed, or is deemed by the relevant statutory provisions under applicable law to be unable to pay its debts, presents or has presented against it a bankruptcy petition or shall suffer anything analogous to these matters.
- 7.7. Upon terminating this Agreement, the following shall apply:
  - 7.7.1. You must return all confidential information and stop using any of Marketing Materials;
  - 7.7.2. You shall cease (1) advertising The Website, and (2) any rights granted to you under this Agreement will immediately be terminated.
  - 7.7.3. We reserve the right to subtract any amounts owed to Us from the Affiliate Fees payable to you (if any).
  - 7.7.4. We shall not be further held liable to pay you any further Affiliate Fees in conjunction with any Referred Customers, even if they have been directed to The Website through you and/or through your Tracking Links, after the duration of this Agreement, unless We have agreed otherwise;
  - 7.7.5. We may leave any Tracking Links accessible, redirect or deactivate those in Our sole discretion without any obligation to pay you for any new Referred Customers.

## 8. Confidentiality

- 8.1. The parties agree that at all times during the term of this Agreement and after the termination of this Agreement for as long as such information remains non-public information, the parties shall (i) hold in confidence and refrain from disclosing to any third party all information, whether written or oral, tangible or intangible, of a private, secret, proprietary or confidential nature, of or concerning the Company or any of its subsidiaries or affiliates and their business and operations, and all files, letters, memoranda, reports, records, computer disks or other computer storage medium, data, models or any photographic or other tangible materials containing such information ("Confidential Information"), including without limitation, any sales, promotional or marketing plans, programs, techniques, practices or strategies, any expansion plans (including existing and entry into new geographic and/or product markets), and any Referred Customer lists including Referred Customer lists, (ii) use the Confidential Information solely in connection with this Agreement with the Company or any of its subsidiaries or affiliates and for no other purpose, (iii) take all precautions necessary to ensure that the Confidential Information shall not be, or be permitted to be, shown, copied or disclosed to third parties, without the prior



written consent of the Company or any of its subsidiaries or affiliates, and (iv) observe all security policies implemented by the Company or any of its subsidiaries or affiliates from time to time with respect to the Confidential Information.

- 8.2. Each Party shall keep confidential and shall not disclose to any third party (other than its advisors who are under a duty of confidence), the terms of this Agreement and the circumstances giving rise to this Agreement. This clause shall continue to apply indefinitely following termination of this Agreement.
- 8.3. The prohibition in the previous clause hereto shall not apply to the extent that disclosure is required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, the disclosing party gives the other party as much notice of this disclosure as possible.
- 8.4. Parties agree and declare that upon breach of any of the confidentiality clauses herein by a breaching Party, the other Party shall be entitled to unilaterally terminate this Agreement within a period of two (2) weeks of discovery of the said breach.

## 9. Intellectual Property and Trademarks

- 9.1. Nothing contained in this Agreement will grant either party any right, title to, or interest in the intellectual property rights of the other party. For the avoidance of doubt, nothing in this Agreement shall constitute any licence, assignment, transfer or any other right to any intellectual property rights.
- 9.2. At no time during or after the term of this Agreement shall a party attempt, challenge, assist or allow others to challenge or to register or attempt to register intellectual property rights or any rights similar to the intellectual property rights of the other Party.

## 10. Data Protection

- 10.1. The Parties undertake to comply with the provisions of the relevant data protection legislation applicable to both of the Parties and to any related or subsidiary legislation in so far as the same relates to the provisions and obligations of this Agreement.

## 11. Electronic Marketing Rules and Spam Traffic Detection / Anti-Spam Policy

- 11.1. You may not advertise The Website in any other way including, without limitation, through the use of spam e-mails. If we find that you have participated in such activities, we have the right to close your account immediately and withhold all Affiliate Fees. You may not advertise The Website on copyright infringing websites (for example, file sharing and streaming sites). If we discover such infringement made by you, We are entitled to terminate your Affiliate Account immediately and withhold all Affiliate Fees due to you from the date the activity first took place until the date of termination.

## 12. Warranties and Representations

- 12.1. All actions by either of the parties necessary for the authorization, execution, delivery and performance of all of their respective obligations under this Agreement have been duly taken, and the Agreement constitutes a valid and legally binding obligation, in accordance with its terms.
- 12.2. The execution, delivery and performance of this Agreement by the parties will not result in the breach or violation of any law or regulation applicable to either of the parties or any contract or commitment by which either party is bound.

12.3. Each party confirms that:

12.3.1. it has, and will retain throughout the term of this Agreement, title and authority to enter into this Agreement, to grant the rights and perform all its obligations in this Agreement.

12.3.2. it has provided the other party with complete, valid and truthful information.

12.3.3. it has obtained and will maintain in force any and all necessary registrations, authorizations, consents and licenses necessary to fulfil its obligations under this Agreement.

12.3.4. it shall comply with all applicable laws and regulations in the performance of its obligations.

12.3.5. it fully understands and accepts the content of this Agreement.

## 13. Force Majeure

13.1. A party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labour disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the party or property or equipment of others which is deemed under the control of the party.

13.2. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a party.

13.3. Any party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event.

13.4. Each party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

13.5. The party suffering a Force Majeure event ("Affected Party") shall notify the other party ("Non-Affected Party") in writing ("Notice of Force Majeure Event") as soon as reasonably practicable specifying the cause of the event, the scope of commitments under this Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement.

13.6. If the Force Majeure event continues for a period of more than 90 days from the date of the Notice of Force Majeure Event, the Non-Affected Party shall be entitled, at its sole discretion, to terminate the Agreement.

## 14. Anti-Corruption Clause

- 14.1. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any third party in connection with this Agreement.
- 14.2. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

## 15. Choice of Law, Dispute Resolutions and forum

- 15.1. This Agreement shall be governed by and construed in accordance with law of the Republic of Cyprus.
- 15.2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of an arbitration centre in Cyprus to be mutually selected by the parties. The seat, or legal place, of arbitration shall be the Republic of Cyprus. The governing law of this Agreement shall be the substantive law of the Republic of Cyprus.

## 16. Miscellaneous

- 16.1. You can only have a single Affiliate Account. In case you have more than one Affiliate Account, we reserve the right, at our own discretion to block any one of them without liability to pay any Commission or Affiliate Fees in relation to any such closed Affiliate Accounts.
- 16.2. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you and Us under this Agreement. Neither party has the authority to bind the other nor to incur any obligation on the other's behalf, except as expressly provided herein. Nothing in this Agreement will be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement.
- 16.3. To the maximum extent permitted by applicable law, in no event shall the Company or its officers, subsidiaries or branches ('Related Parties') be liable for any special, incidental, direct, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, reputation loss, loss of business information, or any other pecuniary loss) however caused, and whether or not for breach of contract, negligence or otherwise, even if the company has been advised of the possibility of such damages. These limitations will apply notwithstanding any breach of condition(s) or fundamental term(s) or for a fundamental breach(s). In any case, the Company's and its Related Parties' entire liability under any provision of this agreement shall be limited to a maximum of two thousand Euro (€2000) per claimant.
- 16.4. Non-Exclusive. You understand that we may at any time (directly or indirectly), enter into marketing terms with other Affiliates on the same or different terms as those provided to you herein and that such Affiliates may be similar, and even competitive, to you.
- 16.5. Press. You may not issue any announcement with respect to this Agreement or your participation in this Affiliate Program without our prior written consent.
- 16.6. Assignment. This Agreement and the rights and obligations hereunder may not be assigned by you without our prior express written consent. We reserve the right to assign this Agreement, without the need to obtain your prior consent, to any other party in the event of

the change of ownership of the Company or in the event of a change of ownership of the Affiliate Program.

16.7. No delay or omission to exercise any right, power, or remedy accruing to the Company upon any breach or default by you under this Agreement, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, either under this Agreement or by law or otherwise afforded to any of the parties, shall be cumulative and not alternative.

16.8. If any provision of this Agreement should be or becomes fully or partially invalid or unenforceable for any reason whatsoever or should violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deemed excluded from this Agreement, and the rest of this Agreement shall be valid and binding as if such provision was not included herein. In that case, it shall be substituted for any such provision which, as far as legally possible, comes nearest to what the Parties had originally intended or would have intended according to the sense and purpose of this Agreement.

#### **Update Log V1.5**

Date of last update: 14/12/2023