

AFFILIATE PROGRAM

General Terms and Conditions

Updated: 4th May 2020

The following is an agreement (this "Agreement") between SOCIALITIZE LTD ("we" / "us" / "our"), a company incorporated and registered in Gibraltar with company number 106346, whose registered office is at Suite 16, Watergardens 5, PO Box 417, Gibraltar, which operates the SuperAffs Program, and you being a legal entity applying to register as a member of the **SuperAffs Program** ("you" / "your") . This Agreement contains the terms and conditions that apply to all members of our **SuperAffs Program**.

Please carefully read this Agreement in its entirety. By registering as an affiliate with the **SuperAffs Program**, you have agreed to be bound by the terms and conditions set out in this Agreement, and this Agreement will become valid and binding as between you and us in its current format as set out below.

1. Definitions:

"Applicable Laws" means any applicable laws (including Data Protection Laws), orders, regulations, legal requirements (including the applicable codes, regulations, licence conditions (including LCCP published by the Gambling Commission of Great Britain) and standards of all Gaming Authorities), and codes having legal effect, in each case in force at the relevant time;

"Affiliate Site" means any website(s) (including any device specific versions of such website(s) and any native applications related to such website(s)) that are operated by or on behalf of you and which we approve in writing for use by you in the **SuperAffs Program** from time to time (including as part of your application to participate in such programme);

"Bonus Money" is bonus money, bonus spins or credits, or any other form of incentives;

"Chargeback" is a card transaction which is not collectable by the card company as a result of customer non-payment or fraudulent credit card use;

"Data Protection Laws" means all laws, regulations, legislative and regulatory requirements and codes of practice applicable to the processing of Personal Data including, without limitation the UK Data Protection Act 1998 and any regulations or instruments thereunder, Directive 95/46/EC of the European Parliament and of the Council of October 24 1995 and any successor legislation (including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018);

"Deposits" are the funds transferred by Players to their player accounts at the relevant Sites;

"Determination" has the meaning set out in clause 3.10.4;

"Exit Traffic" means the traffic that you bring via an exit window, when Players leave a Site (using your unique Tracker);

"Fraud" means an actual or attempted act by you or any Player which is

(i) illegal in any applicable jurisdiction,

(ii) made in bad faith, or

(iii) intended to defraud us or any of the Sites and/or circumvent any contractual or legal restrictions, regardless of whether such act or attempted act actually causes us or any of the Sites any damage or harm. Fraud shall include, without limitation, collusion; abuse of bonuses or other promotions; violation of money-laundering or other laws and regulations; Spamming; false, misleading or unauthorised advertising or representations; use of stolen credit cards; and unauthorised use of any intellectual property rights (including third parties' and any of our or the Sites' rights);

“Gaming Approvals” means any and all required approvals, authorisations, licences, transactional waivers, permits, consents, findings of suitability, registrations, clearances, exemptions and waivers of or from any Gaming Authority, including those relating to the offering or conduct of gaming and gambling activities;

“Gaming Authority” means any international, federal, state, local, foreign and any other governmental, regulatory and administrative authority (including the Gambling Commission of Great Britain and Malta Gaming Authority), agency, commission, board, body and official or other regulatory body or agency that have jurisdiction over (or is responsible for or involved in the regulation of) gaming or gaming activities of either party and/or any of its Group Companies from time to time;

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Group Company” means in relation to any company, any subsidiary or holding company of such company, or any subsidiary of such holding company, or any other entity controlling or controlled by such party from time to time (and “Group Companies” shall be construed accordingly);

“Marketing Guidelines” means the documented guidelines as issued by us to you relating to how and where you market our Sites and are set out in Schedule 1 (and as may be updated from time to time);

“Net Gaming Revenue” (NGR) is the gross revenue generated from players bets and losses less bonus money less fraud less transaction fees less government issued gaming tax where applicable;

“Potential End User Personal Data” means personal data of potential End Users that you direct (or have collected for the purpose of directing) to the Site pursuant to this Agreement;

“Player” is a person that enters any Site via your Tracker(s), has opened a new player account with such Site and is qualified and authorized to access and use the Site in accordance with the terms and conditions of use of such Site and with all applicable laws, rules and regulations;

“Player Personal Data” means the personal data of Players;

“Prohibited Material” has the meaning set out in clause 3.7;

“Promotion Mails” means graphical artwork or text regarding specific promotion campaigns, sent by us from time to time for dissemination by you by the method specified by us;

“Revenue Commission” is the percentage of Net Gaming Revenue in Casino payable to you with the Revenue Share payment plan;

“Sites” are the websites promoted by us and offered within the **SuperAffs Program**, as they may be updated from time to time, and all of their related pages;

“Spam” means emails and messages that meet any one or more of the following criteria:

- (i) unsolicited mailing, usually sent to a large number of addressees;
- (ii) contains false or misleading statements;
- (iii) does not truthfully identify the source or the originating email address;
- (iv) does not contain an online and real time unsubscribe option,
- (v) bundles certain software with other software, or
- (vi) inserts icons or causes software download or installation or similar action without the consent of the addressee;

“Text Links and Banners” are the graphical artwork or text that will be directed to Sites through your Tracker, to permit a Player to hyperlink from your website to any Site;

“Trackers” are the unique tracking URLs that we provide exclusively to you for the term of this Agreement, through which we track Players and calculate your Revenue Commission;

“Transaction Fees” are the costs related to a player depositing on the sites, for example, Credit Cards fees charged by the acquiring bank;

“Trademarks” means any logo, trade mark, trade name, design, domain name or similar identifying material that are owned or licensed by us or by any Site;

“Unsuitable” means when you (or any of your Group Companies):

i. is denied or disqualified from eligibility for any Gaming Approval or determined by a Gaming Authority to be unsuitable to be affiliated, associated or connected with any entity that holds a Gaming Approval;

ii. have an affiliation, association, connection or relationship with a third party which causes us (or any of our Group Companies) to lose or have suspended, revoked, not renewed or denied, or be threatened by any Gaming Authority with the loss, suspension, revocation, non-renewal or denial of, a Gaming Approval;

iii. in our reasonable opinion, are likely to preclude or materially delay, impede or impair, or jeopardize or threaten the loss, suspension, revocation, non-renewal or denial of a Gaming Approval held by us or any of our Group Companies, or any such entity’s application for, or right to the use of, entitlement to or ability to obtain or retain any Gaming Approval required for the operation of its business in any jurisdiction from time to time; or

iv. commit any breach of clause 3.10 or act in a manner which is inconsistent with any Gaming Approval or any requirements, standards, instructions or conditions of any Gaming Authority, it being agreed that you shall be capable of being Unsuitable as a result of actions and/or omissions of: your officers, directors, employees, agents, members; your Group Companies; or the officers, directors, employees, agents, members of your Group Companies.

2. Joining the Affiliate Programme

2.1 Following receipt of your application form (including all compliance documentation) we will consider accepting you as an affiliate in our **SuperAffs Program**. Should we decide, in our sole and absolute discretion to accept you as an affiliate, this agreement will become binding between you and us, and we will grant you the non-exclusive, revocable right to direct potential Players to the Sites, pursuant to the terms and conditions of this Agreement.

2.2 The **SuperAffs Program** takes its regulatory obligations seriously. Our Sites are subject to strict Gaming Approvals which we must abide by. In turn, it is our full expectation that any new affiliate acknowledges, appreciates and understands the Applicable Laws that apply to them. Any new affiliate application includes a review of your Affiliate Site(s) which shall include, but not limited to, an assessment of your application of the Applicable Laws.

3. Affiliate Duties and Rights

3.1 Marketing, Promotion and Link to Sites

By joining our **SuperAffs Program**, and subject always to the limitations set out in clause 3.2 below and the terms of this Agreement, you agree to market, promote and refer potential Players to the Sites, by:

(a) creating and maintaining a unique link from the Affiliate Site to the Sites (this link must be established only with one or more of the Text Links and Banners and in no way should be produced by you or customised by you without our prior written approval); and

(b) by disseminating Promotion Mails received from us by the method specified by us.

Between us and you, you will be solely liable for the content and manner of your marketing and promotion activities. All such activities must be conducted at all times in a professional and lawful

manner, pursuant to the terms and conditions of this Agreement, the Marketing Guidelines and in accordance with all Applicable Laws.

3.2 Other Marketing or Activities Not Allowed

In establishing a link between the Affiliate Site and any of the Sites, you must only use the Text Links and Banners provided by us and must only include this on the Affiliate Site. You may not use any other hyperlink or include the same on any other website. You may not disseminate any other promotional materials or marketing communications in relation to the Sites other than the Promotion Mails where directed by us. The only methods by which you may advertise, market and promote the Sites are the establishment and maintenance of the unique link from the Affiliate Site to the Sites using the Text Links and Banners, unless we give you our prior written authorisation for any other activity. In the event that we provide such authorisation, you will act in accordance with all instructions provided by us.

3.3 Permitted Uses of Text Links and Banners and Promotion Mails

3.3.1. You will use only our approved Text Links and Banners and Promotion Mails and will not alter their appearance, design or content, unless we give you our prior written authorization otherwise. At your request, we will provide you with a code that will enable you to post in the Affiliate Site rotating banners from our marketing material. You understand and acknowledge that the appearance and contents of our Text Links and Banners and Promotion Mails constitute the only authorized and permitted representation of the Sites.

3.3.2. You shall not place Text Links and Banners or Promotion Mails in newsgroups or email or an email newsletter without our prior written approval (subject to 3.3.4 below).

3.3.3. You shall not use misleading Text links or Promotional Mails or cause any Text Links to open in an end user's browser other than as a result of the end user clicking such link.

3.3.4. If we permit you to email opt-in email lists in relation to a Site, you shall (in accordance with any other directions we may give you):

(a) clearly display an unsubscribe feature at the bottom of the email (clearly detailing an easy and simply method of unsubscribing from the mailing list);

(b) not send any promotional offers relating to the Sites to recipients under the age of 18;

(c) not send any offers relating to the Sites to people who have not willingly submitted their email address and opted-in to receive promotional material; and

(d) comply with all applicable Data Protection Laws and any other guidance issued by such regulator(s) relating to email communications.

3.4 No Fraud

We have zero tolerance for inappropriate conduct and fraudulent activity. You will not engage in, allow, assist, promote, encourage or benefit from, directly or indirectly, any act or traffic that involves Fraud. You will act at all times to refrain from, immediately stop and not allow any act or traffic that involves Fraud or that you believe or should reasonably believe to potentially involve Fraud, or any act or traffic that we inform you is suspected by us, in our discretion, to involve or potentially involve Fraud.

3.5 Sole Responsibility for Affiliate Site(s)

You will be solely responsible for the operation and content of the Affiliate Site, including for ensuring that materials posted on the Affiliate Site are not libellous, obscene, sexually explicit, violent or otherwise illegal, or, if notified by us in our discretion, otherwise unsuitable ("Prohibited Material"). You will be solely responsible that all the content of the Affiliate Site is original or otherwise is permitted to be published by the owner thereof. You will not make any claims, representations or warranties in connection with us or any of the Sites, and you will not be authorized to make any commitment or assume any liability or obligation on our behalf or on behalf of any of the Sites.

3.6 Additional Restrictions

In addition and without derogating from any of the above, you will not do any of the following:

- (i) Use or cause Spamming;
- (ii) Do any act that disparages us or any of the Sites or that otherwise is damaging or is reasonably expected to be damaging to our goodwill or to the goodwill of any Site;
- (iii) In any way alter, affect or interfere with the operation or accessibility of the Sites or any page thereof;
- (iv) Do any act which causes the Affiliate Site or any other site to copy any material including but not limited to content, graphic, design or any part thereof or resemble the look and feel of any of the Sites or attempt to pass as any of the Sites or create the impression that any such sites are the Sites or otherwise confuse potential Players in connection therewith;
- (v) Communicate, engage or become involved with any of the Sites, in any way, without our prior written consent; and
- (vi) contravene (knowingly or unknowingly) the Marketing Guidelines.

3.7 Restricted Jurisdictions

3.7.1 You should not advertise any of the services in any of the prohibited jurisdictions or territories, the definition of prohibited territories currently being defined as:

(a) Afghanistan, Albania, Algeria, American Samoa, Angola, Australia, Bahamas, Barbados, Belgium, Bolivia, Botswana, Bulgaria, Cambodia, Côte d'Ivoire, Cuba, Denmark, Ecuador, Estonia, Ethiopia, France, Ghana, Guam, Guyana, Hungary, Iceland, Indonesia, Iran, Iraq, Israel, Italy, Jamaica, Kenya, Lao Peoples Democratic Republic, Latvia, Lithuania, Martinique, Mauritius, Mongolia, Myanmar, Nicaragua, Nigeria, North Korea, Northern Mariana Islands, Pakistan, Palestine, State of, Panama, Papua New Guinea, Poland, Portugal, Réunion, Romania, Russia, Samoa, Sao Tome and Principe, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, Spain, Sri Lanka, Sudan, Switzerland, Syria, Tanzania, Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, United States, United States Minor Outlying Islands, Vanuatu, Vietnam, Virgin Islands (U.S.), Yemen, Zimbabwe.

(b) any other jurisdiction as we may advise you from time to time.

3.7.2 You should not advertise in the Dutch Language or any websites with a .NL extension (TLD) or use any promotional material that is typically associated with the Netherlands, for example, Dutch Flags, Tulips, Clogs, Stroopwafels, Windmills or payment methods used primarily by Dutch residents or other recognisable symbols.

3.8 Regulatory Matters

3.8.1. You shall promptly provide such information to us as we may reasonably require in order to satisfy any information reporting, disclosure and other related obligations to any Gaming Authority from time to time. You shall cooperate with requests, inquiries, investigations and the like of any Gaming Authority in connection with the performance of this Agreement, including the disclosure of information to any Gaming Authority that would otherwise be considered confidential. For the avoidance of doubt, this relates to documentation that can identify you (either as a corporate body or an individual) at the outset of your registration to join the **SuperAffs Program**.

3.8.2. We shall be entitled to terminate this Agreement immediately on notice to you and withhold any monies then due to you if, in our reasonable opinion:

- you are in breach of any relevant advertising law, regulation or codes of practice (including the LCCP, the UK Code of Non-broadcast, Advertising, Sales Promotion and Direct Marketing and the Gambling Industry Code for Socially Responsible Advertising, if applicable) and/or;
- the Marketing Guidelines and/or;

- you have otherwise acted in a manner which is inconsistent with the licensing objectives and/or;
- Any Applicable Law.

3.8.3. Insofar as you carry out activities pursuant to this Agreement on behalf of us and such activities are subject to any Gaming Approval issued to us (or any of our Group Companies) from time to time, you shall conduct yourself as if you are bound by the relevant conditions and the relevant codes of practice to which we (or any of our Group Companies) are subject pursuant to such Gaming Approval.

3.8.4. You acknowledge that we and our Group Companies conduct business in a highly regulated industry under Gaming Approvals issued by Gaming Authorities. In order to ensure compliance with the requirements of Gaming Authorities and to ensure that we are able to maintain such Gaming Approvals, we may evaluate the suitability of our affiliates with which we do business from time to time. If we, acting in good faith and in accordance with industry practice, determine you to be Unsuitable (a "Determination"), we may terminate this Agreement immediately by giving written notice to the you and withhold any monies then due to you.

3.8.5. No payments or undue financial or other advantage of any kind shall be made by you (or any personnel employed or engaged by you), directly or indirectly, to any entity, government, corporation or other person for the purpose of improperly influencing the consideration of applications for a business activity or the receipt of any other benefits, including the obtaining or retaining of business. You shall:

(a) comply with all Applicable Laws relating to anti-bribery and/or anti-corruption (including, if applicable, the UK's Bribery Act 2010);

(b) not engage in any activity, practice or conduct which constitutes an offence under any applicable anti-bribery and/or anti-corruption legislation (including acts which would constitute an offence under sections 1, 2 or 6 of the UK's Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK); and

(c) notify us immediately if you become aware that, or have reason to believe that, you have breached your obligations under this clause 3.8.5.

4. Data Protection and Marketing

4.1. For the purposes of this agreement the terms controller, data subject, personal data, process (and its cognate terms) and processor shall have the meaning given to them in GDPR.

4.2. You acknowledge and agree that you are a controller in respect of:

(i) Potential Player Personal Data; and

(ii) Player Personal Data only to the extent that such Player was originally a potential Player converted into a Player directly by you (Potential Player Personal Data and Player Personal Data to which you are a controller shall be referred to herein as "Affiliate Personal Data"). You acknowledge and agree that we shall be a controller in respect of Player Personal Data to the extent that it relates to providing services to Players and any marketing undertaking directly by us or our appointed third parties.

4.3. In the event of duplication of data subjects' personal data between Affiliate Personal Data and Player Personal Data, we both acknowledge and agree that we shall be acting as controllers in common and not joint controllers in respect of the independent processing of such data subjects' personal data. Furthermore, you acknowledge and agree that any direct marketing that you send out to Affiliate Personal Data pursuant to this Agreement and the consents related to the same shall be independent of, and governed separately from, any marketing consents that we may have in respect of Players and our own marketing of our own services.

4.4. You shall at all times comply with the Data Protection Legislation including, without limitation, ensuring that Affiliate Personal Data:

(i) is collected fairly, lawfully and transparently;

(ii) processed in accordance a lawful condition as set out in the 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.

4.5. You warrant that all direct marketing sent to Affiliate Personal Data shall only be done so where such individuals have given valid consent to receive such marketing communication as required by the 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 our Sites (identified either specifically or, at the least, by its industry).

4.6. You warrant that all direct marketing sent to Affiliate Personal Data shall include an opportunity for such persons to opt-out of all future direct marketing.

4.7. You warrant that you shall not send direct marketing to any Affiliate Personal Data who have not provided valid consent to receive such marketing or who have unsubscribed to direct marketing.

4.8. You shall notify us immediately in the event that you breach (or suspect that you have breached) any of the warranties in this clause 4.

4.9. Without prejudice to the warranties given in this clause 4, you shall not send any direct marketing to any Affiliate Personal Data where you have received instructions from us not to send direct marketing. You shall comply with any instruction to not send direct marketing as soon as practicable and in any event within no less than 48 hours from receipt of the instruction.

4.10. You shall notify us immediately in the event that any Affiliate Personal Data makes a complaint to you, or where any competent data protection regulator contacts you, in respect of direct marketing or your processing of such personal data.

4.11. You shall, within five (5) days upon request by us, provide a copy of all Affiliate Personal Data for the sole purpose of us identifying and removing any individuals from such Affiliate Personal Data that we (acting reasonably and in good faith) do not consider it appropriate to contact (whether in respect of direct marketing and otherwise). You shall not contact such individuals notified to you by us.

4.12. We may, from time to time, request that you provide evidence of your compliance with this clause 4 and you shall provide such evidence within five (5) days of receipt of such request.

4.13. You shall ensure that all processors acting on your behalf pursuant to this Agreement are bound by contractual terms no less onerous than the standards prescribed by the Data Protection Legislation.

4.14. You shall provide us with all such assistance as necessary in respect of data breaches, claims and requests for information made against us in respect of any communications sent by you pursuant to this Agreement, in particular, any investigations made by a competent data protection regulator.

4.15. You shall ensure that any communications sent by you or any of your processors are duly tagged to allow tracking in the event that they are forwarded to us as part of a complaint.

5. Our Duties and Rights

5.1 Registering and Tracking Players

We will register your Players and track their play and will calculate the amounts payable to you in accordance with the applicable payment plan. We reserve the right to require the Sites to refuse new Players or to close the accounts of existing Players if necessary in our sole discretion in order to comply with any requirements we may periodically establish, including without limitation with regard to Fraud, unlawful activity, breach of the respective Site's terms and conditions of use, or otherwise.

5.2 Payments

We will make payments to you by the 15th day of the month or the first business day after for revenue generated in the preceding month. The affiliate must request payment between the 7th and 14th of the month.

5.3 Reports

We will provide you with remote online access to reports regarding Player activity and the Revenue Commission generated (if applicable). The form, content and frequency of the reports will be subject to change in our reasonable discretion. We will not be liable for the completeness or accuracy of any reports.

5.4 Commitment for Confidentiality

We are committed at all time for secrecy and confidentiality of your identity and information. However, we shall be entitled to inform relevant authorities, online casino operators, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity, and you will cooperate fully with us to investigate any such activity.

6. Proprietary Rights

6.1 License to Use Trademarks

We hereby grant you a non-exclusive, revocable, non-transferable sublicense, for the term of this Agreement, to use any Trademarks solely for the display of the Text Links and Banners on the Affiliate Site. This sublicense cannot be sublicensed, assigned or otherwise transferred by you, unless approved in writing by us. Your right to use the Trademarks is limited to and arises only out of the sublicense herein granted. We have the right to terminate this sublicense at any time by written notice to you. This sublicense will be terminated automatically upon the termination of this Agreement for any reason. You shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Trademarks, in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or any of the Sites' rights (as an owner or licensee) in or to the Trademarks, or the right of any owner thereof, or render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You shall not register or attempt to register any logo, trade mark, trade name, design, domain name or similar identifying material that contain, are confusingly similar to or are comprised of any Trademarks.

6.2 Only Commercial Use is Allowed

The marketing opportunity presented in our Affiliate Programme is for commercial use only, and you, your family members, friends or associates may not make Deposits, directly or indirectly, through any of your Trackers for your or their own personal use or to increase the amounts payable to you under this Agreement by any act which involves Fraud.

7. Affiliate Identity

7.1 Verification of Identity

It is our policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or funding of terrorist or criminal activities. We will verify your identity through the information provided by you and by obtaining information from public sources and data.

7.2 Supporting Documentation

You agree to provide us any supporting documents requested by us. You are aware that we have the right to delay payments if supporting documents are not provided. Supporting documents may include any or all of the following for individuals: valid passport copy; valid driving license copy; a copy of a utility bill; a letter of reference from your bank; and a copy of a bank statement. For a company, supporting documentation may include a copy of the company's certification of incorporation; articles of association (or equivalent document); a certificate of good standing; power of attorney; and

information regarding the identity of the beneficiary owner of the company and the identity of the directors of the company.

7.3 Failure to Provide Documentation

Should you fail to provide the documentation as set out in 7.1 and 7.2 above, then your registration with the **SuperAffs Program** will be automatically rejected. Should you fail to provide any further supporting documentation as we may require during our relationship with you, then we reserve the right to immediately terminate this agreement and will withhold any monies due to you.

8. Payments and Fees

8.1 Standard Commission Structure

Commission is worked out as a percentage of NGR and calculated over a calendar month. Each month the percentage (%) you earn is based on the number of new depositing Players sent in that month as per the following table unless otherwise agreed with you in writing by a duly authorised representative of the **SuperAffs Program**:

New Players Per Month

Commission % of NGR

0 - 9 New Players	30%
10 - 19 New Players	35%
20 - 29 New Players	40%
30 - 39 New Players	45%
40+ New Players	50%

8.2 No Negative Carry Over

An affiliate's monthly payable balance is automatically reset to 0 at the beginning of each calendar month. The negative balance is not carried over to the following month.

8.3 High Roller Policy

Negative commissionable revenue generated in any given month by any Players who We, in our sole discretion, determine to be "High Rollers" will be carried forward and offset against future commissionable revenue generated by Players referred by You until such negative commissionable revenue is cleared. The determination of the criteria to categorize a Player as "High Roller" shall be in our sole discretion, and Our sole responsibility in this regard shall be to advise you of the categorisation of any Players referred by you as the same by way of amendment to these terms and conditions. Our current criteria for determining our High Roller policy are:

8.3.1. if in any given month a player generates negative commissionable revenue of at least €5,000, and the aggregate commissionable revenue in that month (for the casino) for that Affiliate is negative, then such Player shall be deemed to be a High Roller;

8.3.2. if both of the above criteria are met (8.3.1) then the negative commissionable revenue generated by the High Roller will be carried forward and offset against future commissionable revenue generated by that High Roller;

8.3.3. the negative balance carried forward cannot be set-off against other players' positive commissionable revenue;

8.3.4. the negative balance carried forward cannot be greater than the total aggregate negative commissionable revenue for the affiliate, for that month;

8.3.5. if there is more than one High Roller, the negative balance carried forward will be split proportionally between them;

8.3.6. The negative balance of a High Roller will be reduced by future positive commissionable revenue that they generate in subsequent months.

8.4 Final and Binding Data and Calculations

All calculations in connection with the amount payable to you will be made by us and based solely on our systems' data and records, and our calculations will be final and binding.

8.5 Change of Payment Plan

Any changes to the agreed payment plan must be agreed in writing by both parties.

8.6 Opening Player account

You are not allowed to open a player account through your tracking link. If you want to open a player account through your tracking link for the purpose of testing, you will have to contact the Affiliate Manager first. However, winnings made on a test account will not be paid out by the casino.

8.7 Payment Procedure

You will be paid on a monthly basis, provided the amount payable to you is not less than €100 and affiliates select NETeller or Skrill account as a payment option. Please note for wire transfers the minimum payment owed must be €250 or higher. If this minimum amount is not reached in a particular month, we will be entitled to withhold payment and carry the amount due to you to the next calendar month and so on, until the minimum amount is reached. All payments will be due and paid in EUR, other currencies will be at our discretion. We will transfer funds only to the designated account appearing in your application form and such account must match the name that you used to register to join the **SuperAffs Program**.

8.8 Taxes and Other Charges

You are fully responsible for all taxes, fees and other costs incidental to and arising from any payments made to you under this Agreement, including without limitation processing fees. You will indemnify and reimburse us for any costs, expenses or losses that may be caused to us as a result of any claim or demand made by any governmental or other authority, with regard to tax withholding obligations or similar obligations to which we may be subject in connection with making payments to you. We will be entitled to withhold or set-off any such amounts from the payments made to you.

8.9 Right to Withhold Amounts

8.9.1 We reserve the right to withhold all amounts due and payable to you under this Agreement if we believe that any Fraud has taken place or is contemplated which involves you, whether or not the withheld amounts relate to the event in question. If we believe that a Fraud has taken place or is contemplated by any Player without your knowledge, we will be entitled to withhold any amounts due to you in connection with such Fraud. We will also be entitled, in the foregoing events, to set-off from future amounts payable to you any amounts already received by you which can be shown to have been generated by Fraud.

8.9.2 We have the right to withhold any amounts payable to you in the event that you pay any of your Players any rake-back or other payment or financial incentive. Should this occur, and you are found to be in breach of this clause, then we reserve the right to confiscate such funds from your account.

8.9.3 We have the right to withhold any amounts payable to you in the event that you are in breach of the Marketing Guidelines. Should this occur, and you are found to be in breach of this clause, then we reserve the right to confiscate such funds from your account

9. Term and Termination

9.1 This Agreement shall commence at the time that you submit your affiliate application form to us. Either party can terminate this agreement with or without cause upon immediate written notice to the other.

9.2 For purposes of notification of termination, sending a notice via email is considered a written and immediate form of notification.

9.3 Immediately following the termination of this Agreement for any reason, you must remove all of our Text Links and Banners from the Affiliate Site, as well as any other marks, names, symbols, logos, designs or any other material, graphics and content owned, developed, licensed or created by us and/or provided to you by us in connection with this Agreement. You must also disable any links from the Affiliate Site to any Site, and stop any activity relating to Promotion Mails. All rights and licenses given to you in this Agreement shall immediately terminate.

If you have failed to fulfil your obligations and responsibilities, we will not pay you the Revenue Commission otherwise owing to you on termination or thereafter, if applicable. You will provide us with written confirmation that you have complied with this clause 9.3 within forty-eight (48) hours of our notice to you to terminate.

9.4 We may withhold your final payment for a reasonable time to ensure that the correct amount is paid and that there are no debts or liabilities owing from you to us. We will be entitled to deduct from any payments due and payable to you, any such debts and liabilities due to us, if any.

9.5 After termination, and unless expressly agreed with you otherwise, you will not be entitled to any amounts under clause 8.7 in respect of Players registered before, on or after the date of termination of this Agreement.

9.6 Any continued access and use by Players of any of the Sites following the termination of this Agreement, if any, shall not constitute continuation or renewal of this Agreement or a waiver of its termination.

10. Affiliate Representations and Warranties

Without derogating from, and in addition to, any of your other representations, warranties, covenants and obligations contained in this Agreement, you hereby represent and warrant to us the following:

10.1 the execution, delivery and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not conflict with or violate any Applicable Laws or agreement to which you are subject to;

10.2 you are not under the age of either

(i) 18, or

(ii) the age at which gambling activities are legal under the law of the jurisdiction that applies to you, whichever is greater;

10.3 you are not a resident of any of the Excluded Territories;

10.4 you are not involved or intend to be involved in or are aware of any act or traffic that involves the Affiliate Site and that constitutes or can be reasonably expected to constitute Fraud or illegal activity, including but not limited to money laundering, under any Applicable Law;

10.5 by participating in our Affiliate Programme, you acknowledge that you do not find our services to be offensive, objectionable or unfair in any way;

10.6 you will comply with all Applicable Laws, including Data Protection Laws, and perform your obligations under this Agreement in accordance with good industry practice.

10.7 the Affiliate Site, any content thereon, and any domain name or sub-domain associated with the Affiliate Site: (a) is not aimed at children; (b) does not contain any Prohibited Material or (other than as permitted by this Agreement); (c) does not infringe the rights (including the Intellectual Property Rights) of any third party; (d) does not contravene the Marketing Guidelines in any way and; (e) is solely owned and/or controlled by you;

10.8. you will comply at all times with any and all applicable guidelines that we may provide you with in respect of our Trademarks;

10.9. you have obtained and will maintain all necessary registrations, authorisations, consents and licences to enable you to fulfil your obligations under this Agreement;

10.10. you will not make any application to register any trade or service mark, business name, company name, domain name or sub-domain which consists of, includes or is confusingly similar to any of the Trademarks;

10.11. you will not make, and shall procure that none of your employees make, any defamatory or derogatory statements about, or take part in any activities which are or might reasonably be perceived to be derogatory of or detrimental to our reputation or the reputation of any of our Group Companies or any of the Sites;

10.12. you will not intercept, redirect or otherwise interfere with traffic from the website of any other **SuperAffs Program** affiliate; and

10.13. all information you submit to us in all communications is complete and accurate.

11. No Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE **SuperAffs Program** OR TO ANY ARRANGEMENTS CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH REGARD TO THEIR FUNCTIONALITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY, LEGALITY OR NON-INFRINGEMENT. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

12. Indemnity

You will defend, indemnify, and hold us and our Group Companies, and our directors, officers, employees, representatives, agents and the legal entity that holds our licence(s) as requires by the Gaming Authority (and the directors, officers, employees, representatives and agents of the aforementioned) (together the "Indemnified Parties"), harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, suffered by or incurred, directly or indirectly, by the Indemnified Parties resulting from, arising out of, or in any way connected with:

(a) any breach by you of any warranty, representation or undertaking in this Agreement (including, for the avoidance of doubt, those set out in clause 9);

(b) the performance of your duties and obligations under this Agreement;

(c) any claim or demand relating to the development, operation, maintenance, or contents of the Affiliate Site;

(d) any breach by you of clause 3;

(e) any act or omission by you that causes any Indemnified Party to be in breach of Applicable Law or the terms of any Gaming Approval; and/or

(f) your failure (or the failure of your employees, agents subcontractors or processors) to comply with any of its obligations under clause 12 or any failure to comply with Data Protection Legislation.

You shall, if requested by us, give full co-operation (at your cost) to us or any other Indemnified Party in any action, claim or proceedings in respect of which you indemnify us and the Indemnified Parties pursuant to this clause 12.

13. Limitation of Liability

ANY LIABILITY TO YOU ARISING FROM THIS AGREEMENT AND THE **SuperAffs Program** IS LIMITED TO DIRECT DAMAGES ONLY. WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS, OR ARISING FROM LOSS, DAMAGE OR CORRUPTION OF ANY DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN ANY EVENT AND UNDER ANY CIRCUMSTANCES, OUR AGGREGATE AND TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE **SuperAffs Program** WILL NOT EXCEED THE TOTAL PAYMENTS MADE TO YOU UNDER THIS AGREEMENT OVER THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

Nothing in this Agreement shall exclude or limit either party's liability for:

- (i) fraud or fraudulent misrepresentation;
- (ii) death or personal injury resulting from its negligence or the negligence of its employees or agents; or
- (iii) any other matter which cannot be excluded or limited by Applicable Laws.

14. The Parties Relationship

We and you are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You have no authority to make or accept any offers, representations or obligations on our behalf. You will not make any statement, whether on the Affiliate Site or otherwise, that could be reasonably construed to contradict the foregoing.

15. Confidentiality

During your participation in our Affiliate Programme, we may disclose to you or you might otherwise obtain certain information which is either marked or by its nature is confidential and proprietary to us (herein referred to as "Confidential Information"). You shall keep all such Confidential Information in strict confidence and not use any part of it, directly or indirectly, for any purpose other than the purpose of this Agreement. Confidential Information shall not include any information that is generally known or available to the public, or information required to be disclosed by Applicable Law or any legal agency having jurisdiction over you (in which case you will give us prompt notice of such requirement).

16. Acknowledgement and Independent Evaluation

You acknowledge that:

- (1) you have read this agreement and agree to all of its terms and conditions;
- (2) you have independently evaluated the desirability of participating in our affiliate programme and that you are not relying on any representation, guarantee, or statement other than those expressly set forth in this agreement.

You understand that we may at any time (directly or indirectly) solicit player referrals on terms that may differ from those contained in this agreement or operate or contract with sites that are similar to or compete with the affiliate site.

17. Amendments to Agreement

We may amend any minor terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting the amended agreement on this "Terms and Conditions" page on our site. Any changes will take effect from the date specified at the head of the Agreement and you are solely responsible for learning of any such amended versions and changes.

We may make material changes to the terms and conditions contained in this Agreement at any time and in our sole discretion, by posting the amended agreement on this "Terms and Conditions" page on our site. We will also provide you with written notice that the Agreement has been changed and you shall then have an opportunity to terminate this Agreement with immediate effect should you find these unacceptable.

YOUR CONTINUED PARTICIPATION IN THE SuperAffs Program FOLLOWING OUR POSTING OF ANY AMENDED AGREEMENT ON OUR SITE WILL CONSTITUTE A BINDING ACCEPTANCE OF THE AMENDED AGREEMENT, WHETHER OR NOT YOU HAVE ACTUALLY LEARNED OF OR READ THE RELEVANT CHANGES.

18. Miscellaneous

18.1 Governing Law

The construction, validity and performance of this Agreement (and any claim, dispute or matter arising under or in connection with its enforceability or formation) will be governed and construed in accordance with English law.

18.2 Jurisdiction

Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement (including non-contractual disputes or claims) or its enforceability or formation or the legal relationships established by the Agreement and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient form.

18.3 No Waiver

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

18.4 No Assignment

You shall not be entitled to sub-contract, assign or sub-licence any of your rights or obligations under this Agreement without obtaining the prior written consent from us. We shall be entitled to sub-contract any or all of our obligations and/or sub-licence or assign any or all of our rights under this Agreement at any time

18.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof.

18.6 Remedies and Injunctive Relief

Our rights and remedies hereunder shall not be mutually exclusive, i.e., the exercise of one or more of our rights or remedies in connection with this Agreement shall not preclude the exercise of any other right or remedy.

18.7 Third Party Rights

Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement (save for our Group Companies, who may rely upon and enforce any rights provided to them under this Agreement against you).

18.8 Entire Agreement

Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement (save for our Group Companies, who may rely upon and enforce any rights provided to them under this Agreement against you).