



## Terms and Conditions

It is important that You read and understand these terms and conditions (the “Affiliate Agreement”, “Agreement”). This Agreement along with Your Affiliate Application Form, Insertion Order and any other guidelines or additional terms We provide You with via email or on Our Website (together the “Affiliate Agreement”) represent the complete terms and conditions that apply to You in relation to Your participation in the Zino Technologies N.V. affiliate program (the “Affiliate Program”). In the event that the provisions of the Affiliate Application Form conflict with the provisions of this Agreement, the provisions of this Agreement prevail. In the event that the provisions of the Insertion Order conflict with the provisions of this Agreement, the provisions of the Insertion Order prevail.

References in this Agreement to: (a) “You”, “Your” and/or “Affiliate” mean the individual or entity that registered as an affiliate via the Affiliate Application Form as submitted through the Website (the “Affiliate Application Form”), (b) “We”, “Our”, “Us”, the “Company” refer to Zino Casino., operated by Technologies N.V a company incorporated under the Laws of Curacao – where the context applies – also any of its shareholders, officers, directors, employees, advisors, consultants and any of its associated and/or affiliated legal and natural persons, and (c) “Operator” means any online gambling operator which uses the Affiliate Program. If You have any questions or concerns about these Affiliate Terms or the Program Terms and Conditions or the Affiliate Program itself, please email Us at [affiliate@zinocasino.com](mailto:affiliate@zinocasino.com).

## DEFINITIONS

**Account** means a individually assigned real account that is approved by the Operator, did not have an account with the Operator beforehand, and it is created for each Customer who did not have an account with the Operator before completing a successful registration on the Website or when the Customer successfully registers with the Operator via a Tracking link.

**Affiliate** - an independent person, whether a natural person conducting business activity and/or a company, acting in the course of business and engaged in advertising and marketing activities who concluded the Agreement with the Company by accepting the Terms and Conditions set out herein, and by fulfilling the requirements of term 2 of the present Agreement.

**Affiliate Application Form** is a registration form for participation in the Affiliate Program that can be found on the Website through the following link:

<https://aff.tsars.partners/afs/wsignup.form.php>.

**Affiliate Fee** is the amount payable to the Affiliate based on the results and performance of their Customers according to the selected Commission Plan based solely and exclusively on the information and measurement of Zino Technologies N.V..

**CPA Commission** - a remuneration plan, according to which the Affiliate receives a fixed amount (as agreed with the Zino Technologies N.V. Team) per Customer referred by that Affiliate.

**Customer means** an individual approved by the Operator, that opened a real Account and was identified by an Affiliate's Tracking link assigned to such an Affiliate, who: (i) deposited the minimum amount of money as specified in the Remuneration Plan, (ii) excludes the Affiliate themselves and the Affiliate's employees or agents or other associated persons used by the Affiliate for the purpose of this Agreement.

**Deductible Costs** include, but are not limited to third party licensing fees, chargebacks, progressive jackpot contributions, duties and taxes, transaction fees, Game royalties, and any other cost incurred by the Company and the Operator due to a fraudulent and/or abusive activity of the Customer.

**Insertion Order** – document that specify terms of cooperation with the Affiliate: brands/websites to be promoted, targeted countries, term of the Agreement, commercials, etc.

**Marketing Materials** - materials provided by Zino Technologies N.V. (unless otherwise agreed between the Parties) and used by the Affiliate in order to promote the activity related to Zino Technologies N.V., including banners and text links and any other promotional material that the Affiliate subsequently uses to advertise Zino Technologies N.V. brands.

**Net Revenue** is the calculation of the total wagers of a Customer minus (i) winnings, (ii) bonuses awarded, (iii) Admin Costs.

**No-Negative Carryover** - in case Your balance under a Revenue Share Commission Plan in any given month is negative due to Customer winnings and/or Non Cash Items and/or Cash Items and/or Progressive Contributions said this balance will be set to zero. A negative balance due to Fraudulent activities will be carried over (see High Roller Policy for additional information).

**Potential Customer** – any person whom You promote the Website to, but who has not yet opened an Account and, therefore, has not yet become.

**Remuneration Plan** – commission plan (Revenue Share, CPA or Hybrid Plan) which may be determined individually with Zino Technologies N.V. in the Insertion Order.

**Restricted Territories** – countries where the operations of the Website are prohibited. The list of Restricted Territories for the Website could be found in the appropriate section of terms and conditions of the corresponding Website.

**Revenue Share Commission** – the default remuneration model used in this Affiliate Program, according to which the Affiliate receives a percentage of the Net Revenue derived by the Operator from the Customer referred by that Affiliate.

**Spam Traffic** - any deposits, gross revenue or traffic generated at the Website or in the Customer's Account through illegal means or in bad faith, regardless of whether or not it actually causes harm to any member of the Zino Technologies N.V. or any third party. Spam Traffic includes, but is not limited to, spam, false advertising, unauthorized incentives (financial or otherwise), deposits generated by fraudulently obtained payment methods, collusion, manipulation of the service, system, bonuses or promotions or any other unauthorized use of Customer's Accounts. **Tracking link** is a unique tracking web link that allows the Affiliate to direct potential Customers to the Websites and which enables Zino Technologies N.V. to identify the Affiliate that has directed such specific Customer for the purpose of calculating the Affiliate Fee.

**Website** means the website located at any URL used by the Operator; for the avoidance of doubt, any other website will not be considered for the purpose of calculation of Your Affiliate Fee.

## **1. GENERAL CONDITIONS AND PARTICIPATION IN THE AFFILIATE PROGRAM**

1.1. 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).

1.2. With the acceptance of these terms and conditions on the Affiliate Application Form, You and the Company enter into a contractual agreement and all the terms and conditions stated in this Agreement (as revised, or changed from time to time, according to section below) are bound to You in this Agreement.

1.2.1. 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 this "Terms and Conditions" page on Our site. Any changes will take effect from the date of posting and You are solely responsible for getting yourself familiar with any such amended versions and changes. Please, review the "Terms and Conditions" page regularly to keep yourselves up to date.

1.2.2. We may make material changes to the terms and conditions of this Affiliate Agreement at any time and in Our sole discretion, by posting the amended agreement on this "Terms and Conditions" page on our site 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 registered Account with us. You shall then have an opportunity to terminate this Agreement with immediate effect should You find any such change unacceptable.

1.2.3. 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.

1.3. In order to participate in the Affiliate Program the Affiliate must complete fill in an Affiliate Application Form, which Zino Technologies N.V. may accept or reject at their sole discretion. Zino Technologies N.V. shall review each such Application Form and notify the Affiliate in writing whether the said Application Form in question has been accepted for the Affiliate Program.

1.4. The Affiliate will receive an e-mail from Zino Technologies N.V. indicating the acceptance or rejection of the submitted Affiliate Application Form. A dedicated Affiliate Manager might contact the Affiliate for any specifics of the cooperation and the relevant Remuneration Plan, if necessary.

## **2. YOUR PERFORMANCE AND OBLIGATIONS**

2.1. You shall:

2.1.1. provide accurate and complete information upon submitting the Affiliate Application Form;

2.1.2. revise any such information, as the case may be, should all or any part of it get changed;

2.1.3. provide Us with any additional information that We may require at Our sole discretion;

2.1.4. promote and refer Potential Customers to the Websites;

2.1.5. be solely responsible for the quality and manner of such marketing activities;

2.1.6. 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;

2.1.7. use all Marketing Materials in accordance with the terms of this Agreement, or any applicable laws;

2.1.8. have all certificates, authorizations, registrations and licenses necessary to satisfy the responsibilities under this Agreement. The Zino Technologies N.V. holds the right in some situations to request partners' Know Your Business information. This is necessary in order to comply with international regulations in place.

2.2. You shall NOT, nor shall You authorize, assist or encourage any third party to:

2.2.1. use or place on any online site or other medium incorrect, inaccurate, confusing and/or fraudulent Marketing Materials, that may potentially confuse a Customer or a Potential Customer;

2.2.2. place Marketing Materials on any online site or other medium, where the content and/or material violates the intellectual property rights of third parties

2.2.3. 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

- 2.2.4. develop and/or implement marketing and/or public relation strategies which have as their direct or indirect objective the marketing of the Website to any person who is less than 18 years of age (or such higher age of legal consent as may apply in the relevant jurisdiction)
- 2.2.5. modify the Marketing Materials in any way unless a prior written consent is obtained by Us
- 2.2.6. alter, redirect or in any way interfere with the operation or accessibility of the Websites or any pages thereof
- 2.2.7. acquire any right to any data relating to the Customers and/or Potential Customers
- 2.2.8. register as a 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 Customer
- 2.2.9. 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
- 2.2.10. 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
- 2.2.11. 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
- 2.2.12. violate the terms of use and any applicable policies of any search engines
- 2.2.13. to register domain names, or bid on keywords or search terms related to Websites;
- 2.2.14. 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 Potential Customers from Restricted Territories from signing up as Customers, or attempt to disguise the geographical location of a Customer, without Our prior approval;
- 2.2.15. provide Customers' 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 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 owed to You at that time;
- 2.2.16. use any Marketing Material or place Marketing Materials on any online site or other medium where the content and/or material on such website or medium is libelous, discriminatory, obscene, unlawful, sexually explicit, pornographic or violent or which is, at Our sole discretion, otherwise unsuitable.

2.3. 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.

2.4. You shall adhere to and act at all times in a manner consistent with:

2.4.1. preventing gambling from being a source of crime and/or disorder, being associated with crime or disorder and/or being used to support crime

2.4.2. ensuring that gambling is conducted in a fair and open way; and protecting children and other vulnerable persons from being harmed and/or exploited by gambling

2.5. Tracking links are for Your sole use and are not to be assigned to others without Our prior written approval.

2.6. The Affiliate, their associates, employees or anyone personally associated with the Affiliate is not permitted to have a Customer Account registered and tracked under their own Affiliate Account.

2.7. If We determine, at Our sole discretion, that You have engaged in any of the prohibited activities, We may (without limiting any other rights or remedies available to Us) withhold any Affiliate Fees and/or terminate this Agreement immediately.

### **3. COMMISSION PLANS, REPORTS AND PAYMENTS**

3.1. Once You join the Affiliate Program Your Account shall be set to Our standard Remuneration Plan unless otherwise specified and agreed between the parties in the Insertion Order. The standard Remuneration Plan refers to a Net Revenue Share percent determined by the number of Customers referred by the Affiliate within one month and is calculated in accordance with the rules given by the definition of Net Revenue.

3.2. If the total amount of Affiliate Fees owed to You is less than EUR 100 for any calendar month, the balance will be transferred to next month's Affiliate Fees until the total amount becomes EUR 100 or higher. However, in order to be eligible for an Affiliate Fee Withdrawal, You are NOT required to refer a certain number of new active Customers in any span of any calendar month.

3.3. All payments are due and payable in Euros. Affiliate Fees shall be \ 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.

3.4. Unless otherwise agreed and subject to the terms of this Agreement and Your full compliance with Your obligations hereunder, Affiliate Fees shall be paid to You 8 on a calendar month basis, until the 15th of the following month, in accordance with the terms of this

Agreement, and after any deductions or setoffs that We are entitled to make under this Agreement.

3.5. Neither You nor Your friends, employees, agents, advisors or relatives are allowed to become Customers registered through Your Tracking links, and should You or they do so, You will not be eligible to receive the relevant Affiliate Fees and You should inform Us accordingly of any such actions. For this purpose, the term “relative” shall mean any of the following: spouse, partner, parent, child or sibling. The number of Customers per individual household computer is strictly limited to one. You shall not register as a Customer or make deposits to any Account (directly or indirectly) through Your Tracking link(s) for Your own personal use and/or the use of Your relatives, friends, employees, agents or advisors. Customers who registered with the Website using a VPN, a proxy server, or share the same IP Pool – will not be credited towards affiliate earnings. Violation of this provision shall entitle Us to terminate this Agreement and to indefinitely withhold and seize all Affiliate Fees owing to You at such time.

3.6. The calculations in relation to Your Affiliate Fees shall be a final and authoritative tool and shall not be open to review or discussion. We shall make relevant figures available to You through the 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.

3.7. We reserve the right to review all Affiliate Fees for possible fraud, regardless of whether such fraud may be on the Customer’s 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. Further, in the event that We deem that fraud has occurred, either on Your part or on the part of a Customer, You shall not be entitled to receive any Affiliate Fees which have been generated in 9 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.

3.8. For the purpose of this Agreement, the term fraud shall include, but shall not be limited to:

- 3.8.1. actual or attempted bonus abuse on the Customer’s end
- 3.8.2. Yours or third party’s encouragement of bonus abuse on the Customer’s end;
- 3.8.3. a chargeback executed by a Customer in relation to their deposit;
- 3.8.4. collusion of a Customer with any other Customer
- 3.8.5. the opening of an Account in breach of the terms of this Agreement
- 3.8.6. the offering or providing by You or any third party of any Spam Traffic to potential Customers
- 3.8.7. any attempt by You to artificially increase the Affiliate Fees payable to You
- 3.8.8. deposits, revenues or traffic generated through illegal means

3.8.9. and any other act by You or by a Customer which has 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));

3.8.10. 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)

3.9. You understand and agree that Potential Customers must link using Your Tracking link in order for You to receive Affiliate Fees upon them becoming Customers. In no event We shall 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.

3.10. 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 ten (10) 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 claims with such regard. 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. Notwithstanding the foregoing, if any overpayment is made by mistake or in the calculation of Your Affiliate Fees We reserve the right to correct such calculation at any time and to reclaim from You any overpayment made and/or deduct and/or withhold from You Affiliate Fees.

3.11. 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

3.12. All taxes due in connection with any payments to You are Your sole liability. 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 You have any staff. For the avoidance of doubt, it is hereby clarified that We will not increase the fees payable as Affiliate Fees due to any tax, levy, duty or charge (including, but not limited to, VAT) imposed on the payment of the Affiliate Fees, and all Affiliate Fees are inclusive of any such tax, charge, duty and/or levy (including, but not limited to, VAT).

3.13. In cases of suspected affiliate fraud, Zino Technologies N.V. reserves the right to request identification documents.

## **4. PERSONAL DATA POLICY**

4.1. Your personal data may be processed by Us. The personal information may include but not be limited to e-mail addresses and transaction details, IP addresses, Your name and surname and the name of Your employees, if applicable.

4.2. Zino Technologies N.V. Privacy Policy, located on/available at: is an inseparable part of this Agreement. It sets out the terms of Our processing of any personal data We collect from You, or that You provide to Us and applies as well to Your use of Our Website. The Cookie Policy is part of Our Privacy Policy as well and details the information about the cookies we store on Our site. By using Our site, You consent to such processing and You warrant that all data provided by You is accurate.

## **5. ELECTRONIC MARKETING RULES AND SPAM TRAFFIC DETECTION**

5.1. You represent and warrant that all Your email, SMS and other direct channel marketing communications (' Direct Marketing Communication ') and all Your direct channels' marketing activities comply with the requirements of this Section 5 for any promotion of the Website You carry out through email, SMS or related direct marketing channels (' Direct Marketing Channels ').

5.2. You are solely responsible for ensuring that all activities of Your Direct Marketing Communication, as well as any actions that You may conduct in respect of this Agreement, comply with all applicable laws and do not infringe any legislation.

5.3. You warrant that the following requirements are met for each Direct Marketing Communication sent by or on Your behalf:

5.3.1. The communication makes it clear and unambiguous that it is advertising the Website;

5.3.2. If such communication involves any promotional offers or competition or games, that the offer, competition or game is clearly identified as such and that any 12 requirements which the potential customer must meet in order to qualify for the offer, competition or game are clearly and unequivocally set out in the communication

5.3.3. No such communications are sent to persons under the age of 18 or under the age of legal consent (whichever is higher) in the country of the targeted recipient(s) of any such correspondence

5.3.4. Such communications only promote the Website, and not third parties, products and/or sites of third parties, and do not include any other content except Our Marketing Materials;

5.3.5. In the communication, You shall include a true name in the "From" field of any email and not a sales pitch or marketing message. Any such correspondence must clearly identify You as the communication's sender and You shall not falsify or try to hide Your identity in any way. For the avoidance of doubt, You are not to reflect or attempt to give the illusion that the message is sent on Our behalf

5.3.6. You do not mislead the recipient(s), regarding the content and purpose of the communication, Your communication has a convenient functioning and distinct "opt-out" or "unsubscribe" method and You address in a timely manner any request made by any receiver of communication to opt out / unsubscribe.

5.3.7. The communication shall include as well a valid email address to which the recipient can respond to unsubscribe/opt out future marketing communications. The reply address must be active for at least 30 days since the communication has been sent out and You also include a physical business address in any such communication

5.3.8. You address in a reasonable time frame any opt out/unsubscribe request submitted by any communication recipient. You must not send any further marketing communications to any person who has indicated (by whatever means) that they do not wish to receive any further marketing communications

5.3.9. A link to Your privacy policy is included in any such communication.

5.3.10. You shall not send any Direct Marketing Communication to any person who has registered on any applicable register of persons who do not wish to receive any marketing communications.

5.4. Each Affiliate sending out their own email and or SMS campaigns related to Our brands must comply with Our email guidelines defined by their account manager.

All Affiliates carrying out their own email and/or SMS campaigns linked to Our brands must use a valid and working unsubscribe link to their mailers and/or SMS campaigns.

5.5. You must ensure that you have performed suppression of your mailing lists to exclude any individuals that are self-excluded from any gambling platform or any other individuals who should not receive Zino Technologies N.V. brands' marketing material. You shall ensure that a Customer who has self-excluded from any of our brands is not sent a promotion after the self-exclusion and you are solely held responsible for the content and manner of the marketing activities that are carried out there on after.

5.6. You shall notify Us in a timely manner if You receive communication or complaint from a Recipient of any Direct Marketing Communication Recipient you have initiated, regardless if such person is already or on their way to become a Customer with respect to any Direct Marketing Communication You carry out or performed in accordance with the Direct Marketing practices via any Direct Marketing Channel or GDPR.

5.7. In the event that We receive any complaint from a recipient of any Direct Marketing Communication or a competent authority in relation to your Direct Marketing Communications or practices or compliance with GDPR, We may require You to provide Us with full information regarding the corresponding Recipient of the Direct Marketing Communication, including but not limited to the source and way of Your obtaining their personal data, proof of that Recipient's opt-in consent and any other details that We find related. You agree to respond to every such request within 5 days from the receipt of Our request.

5.8. You hereby authorize Us to provide information about You, as the Data Controller solely responsible for the compliance with GDPR with respect to the processing of personal data of the Recipients of the Direct Marketing Communications, as well as information including Your reply to Our request under the preceding sub-section, to any person who has filed a complaint with Us and/or any competent authority or authority.

5.9. The Affiliate must not try to artificially increase their profit or to otherwise defraud the Company. This includes incentivised, cashback traffic or any other spam traffic. If these conditions are not met, all Affiliate's profits generated from any such Accounts will be forfeited and any such Customer Accounts terminated. Traffic will be considered to be 100 percent incentivised where Customers have been instructed to deposit specific amounts needed to trigger CPA deal (such as: "cheat the casino online," "make money online", "beat the casino online"). The Affiliate Account shall be submitted for inspection by our Fraud department to be determined if fraudulent or not and its CPA conditions automatically upgraded to a 200 wagering requirement.

5.10. Under this Agreement every promotional campaign shall include the following symbols and/or terms: "BeGambleAware.org", "18+ only", "T&C apply" and "Gambling can be addictive. Play responsibly".

## **6. TERM AND TERMINATION**

6.1. This Agreement shall take effect with Our accepting of Affiliate Application Form. Either party can terminate this Agreement with or without cause by providing twenty-four (24) hours prior notice to the other.

6.2. You may terminate this Agreement upon written notice addressed to [affiliate@zinocasino.com](mailto:affiliate@zinocasino.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.

6.3. 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 at Zino Technologies N.V.. 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.

6.4. 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.

6.5. Upon terminating this Agreement, the following shall apply:

- 6.5.1. You must return all confidential information and stop using any of Marketing Materials;
- 6.5.2. You shall cease to advertise the Website(s) and any rights granted to You under this Agreement will immediately be terminated;
- 6.5.3. We reserve the right to subtract any amounts owed to Us from the Affiliate Fees payable to You (if any).
- 6.5.4. We shall not be further held liable to pay You any further Fees in conjunction with any Customers, even if they have been directed to the Website through You and/or through Your Tracking Links, during or after the duration of this Agreement, unless We have agreed otherwise;
- 6.5.5. We may leave any Tracking Links accessible, redirect or deactivate those in Our sole discretion without any obligation to pay You for any new Customers.
- 6.6. 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 Insertion Order or such separate agreement shall prevail.

## **7. WARRANTIES AND REPRESENTATIONS**

7.1. We do not make any warranties or commitments (whether explicit or implied by law, legislation or otherwise) regarding the affiliate program, the website or any content, products or services available in or connected to it or that the Website, Our infrastructure, network, software or hardware (or those provided to Us by third parties) would be error-free or with uninterrupted access. All representations, warranties and implied terms and conditions shall, except as expressly stated otherwise in this Agreement, be excluded to the fullest extent permitted by law. Furthermore, We (or Our suppliers or underlying vendors) are not required to maintain redundant system(s), network, software or hardware.

7.2. We may, at Our sole discretion, use any means available to block or restrict certain Customers, deposits or gameplay patterns, or decline applications from Potential Customers and/or Affiliates to minimize the amount of fraudulent, unprofitable transactions or for any purpose. We do not, however represent or warrant the successive application of any such fraud prevention efforts undergone.

7.3. The responsibilities under this Agreement are not to be considered personal obligations of the Company's shareholders, executives, directors, administrators, staff, contractors and/or Company representatives. Unless specifically specified in this Agreement, We shall not be liable in any event for any direct or indirect, unintentional, consequential or punitive loss, harm or damage of any kind (regardless of whether We have been advised of the likelihood of such loss) including any loss of business, profits, revenues or data. Our liability under this Agreement, whether in contract, litigation (including negligence) or in violation of statutory obligation or in any other manner, shall be for direct damages only and shall not surpass the Affiliate Fees earned and payable to You in the preceding six months when the event giving rise to the liability occurs.

7.4. You shall protect, indemnify, fully and upon request, and hold Us and Our shareholders, administrators, managers, staff, contractors, vendors, suppliers, agents and/or representatives harmless from and against any and all lawsuits, claims, liabilities, injuries, penalties, costs and expenses (including reasonable legal fees) arising from Your non-adherence of this Agreement, including for the avoidance of doubt, from Your breach of obligations under this Agreement in relation to personal data processing.

7.5. Without recourse to any other remedy or rights applicable to Us pursuant to this Agreement or otherwise, We shall be entitled to render all payments otherwise due by Us to You pursuant to this Agreement against any liability of You to Us, including any allegations We have against You arising out of or arising out of Your violation of this Agreement and any contract, security included in this Agreement.

7.6. Any affiliate actions and marketing activity that go against this Affiliate Agreement may have severe consequences including without limitation: termination of Affiliate accounts, fines and possible civil and criminal charges against the Affiliate. Any marketing activities in violation of the guidelines and terms set out by any gaming authorities and in any applicable regulations may result in the Affiliate being held fully responsible and liable for any penalties or fines related to this infringement.

## **8. HIGH ROLLER POLICY**

8.1. During any calendar month, if one specific player accumulates wins of at least ten thousand euros (€ 10,000) or more, or gameplay shows characteristics of high roller, this player may be considered a high roller and will be governed under this Section

8.2. High rollers will be isolated from the affiliate pool of players and the negative revenue from this specific player/players will not affect the overall commissions from the other players during that given calendar month. The negative revenue created by the high rollers will be separately carried forward and counted against the future revenue generated by the high roller for a limited period of up to twelve (12) months.

8.3. The high roller will remain separated, and the negative balance will be adjusted by potential future positive revenue generated by the same high roller until the full amount of the negative balance has been satisfied and/or fulfilled during the limited period of twelve (12) months. In such a case, the high roller will then be returned to the Affiliate pool of players to continue to generate future commission for the Affiliate.

8.4. The Affiliate will be notified of any high rollers at latest ten (10) working days in the following month. The information about the negative balance generated by high roller(s) will be traceable by the Affiliate in the Affiliate platform or via monthly reports.

8.5. All the high rollers that will be isolated from the affiliate pool will be bundled together in the high roller pool.

## 9. MISCELLANEOUS

9.1. You are advised that, in accordance with the terms and conditions provided to You in this Agreement, We will enter on marketing terms with other Affiliates at any time (directly or indirectly). There is no arrangement between You and Us under this Agreement regarding exclusivity, collaboration, joint venture, jobs, service or franchise.

9.2. You may obtain confidential information from Us as an affiliate, including (without limitation) confidential information about Our business plans, marketing ideas, concepts and payments. This data is proprietary and forms the secrets of Our own company. Throughout and at any point after the expiration or expiry of this Agreement, You shall not, without prior written consent, reveal or use this data, unless explicitly required by law (provided that such disclosure is only so requested), to any third parties other than for the purposes of this Agreement.

9.3. If the Company is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, the Company shall have no liability in respect of the performance of its obligations as are prevented by the Force Majeure events during the continuation of such events. For the purposes of this Agreement "Force Majeure" means any cause beyond the reasonable control of the Company including, without limitation, act of God, war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism, fire, explosion, flood, storm, theft or malicious damage, strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction, national defence requirements, acts or regulations of national or local governments (including, without limitation, legislation or other regulation restricting, preventing or otherwise prohibiting the provision or availability of internet-based casino, sports book and poker gaming), inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus.

9.4. This Agreement shall be regulated and interpreted in compliance with the laws of Curazao without giving rise to the concepts of conflicts of law. You consent irrevocably to apply to the exclusive jurisdiction of the courts of Curazao for Our benefit, for the resolution of any argument, conflict or matter arising out of or related to this Agreement or its enforceability, and You preclude any opposition to litigation in such courts on the grounds of venue or on the grounds that proceedings were brought in an inconvenient forum.