

Terms & Conditions

This Affiliate Agreement (the “Agreement”) contains the complete terms and conditions between us, Winnerclick , and you, regarding your application to participate as an affiliate of Winner click's Affiliate Program (the “Affiliate Program”). As an affiliate, your role will be to promote sites and services owned and/or operated by our operator clients (the “Site(s)” and the “Services” , respectively).

Your participation in the Affiliate Program as set forth below constitutes your acceptance of this Agreement, and will be a legally binding agreement between you and us. The terms of this Agreement shall also apply to any second-tier affiliate, and you shall be liable for all acts and omissions of that second-tier affiliate to the same extent you would be liable if such acts and/or omission that is carried out through such second-tier affiliate was performed directly by you.

If you are marketing PlayJango you are also bound by these terms and conditions which form part of this agreement.

1. Affiliate Program Registration.

1.1 To become an affiliate, you will have to submit a completed affiliate program application. We will evaluate your application and, where applicable, notify you of your acceptance.

1.2 The Affiliate Program specifically promotes Sites that do not handle gambling by people resident in the United States of America and Israel and other countries specific to particular sites, as updated from time to time, where Casinomidas.com does not handle gambling from residents of or users based in France; therefore, you must ensure that your site does not target players in these countries.

1.3 We may reject your application if we determine, in our sole discretion, that your site is not suitable for the Affiliate Program for any reason, including, but not limited to, inclusion of content on your site 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, contains:

1.3.1 sexually explicit, pornographic or obscene content (whether in text or graphics);

1.3.2 speech or images that are offensive, profane, hateful, threatening, harmful; defamatory, libellous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);

1.3.3 graphic violence; and/or

1.3.4 politically sensitive or controversial issues or any unlawful behavior or conduct. Similarly, we shall reject your application if we determine, in our sole discretion, that your Site is designed to appeal to minors. If we reject your application, you are welcome to reapply to the Affiliate Program at a later stage.

1.4 We may require further evidence of identification to verify your application details. If there is any change to your details as supplied by you, you must notify us of the relevant change without delay. We reserve the right to confirm your details by any means available to us.

2. Protection of Minors.

We do not allow anyone under the age of 18 to register with or play on our Sites. Our Sites are not designed to attract children or adolescents, and we take certain measures to block underage persons from registering with the Sites. Therefore, we shall reject your application if we determine, at our sole discretion, that your site is designed to appeal to minors and, as such, is not suitable for our Affiliate Program.

3. Marketing & Advertisements

3.1 You will only use approved creatives, marks and marketing materials that are provided to or otherwise made available to you by us or are pre-approved by us solely for use in connection with this Agreement (hereafter defined as the "Marketing Materials"), and you will not change their appearance nor refer to us in any materials other than those that you receive directly from us. Without derogating from the provisions of clauses 1.3 and 2 of this Agreement, you will be solely liable for the content and manner of any use of the Marketing Materials. You hereby undertake that all of your marketing activities shall be professional, proper and lawful under applicable rules, regulations and any laws related to the content and nature of any advertising or marketing, and otherwise comply with the terms of this Agreement. You shall not perform any of the following, nor shall you authorize, assist or encourage any third party to: (i) place Marketing Materials on any online site or other medium where the content and/or material on such website or medium is libellous, discriminatory, obscene, unlawful, sexually explicit, pornographic or violent or which is, at our sole and absolute discretion, otherwise unsuitable; (ii) develop and/or implement marketing and/or public relations strategies which have as their direct or indirect objective the targeting of marketing of the Sites 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); (iii) breach our privacy policy; (iv) use Marketing Materials in a manner that may potentially confuse any player or potential player (including, but not limited to, using incorrect, inaccurate and/or fraudulent materials); (v) place Marketing Materials on any online site or other medium, where the content and/or material on such online site or medium: (a) infringes any third party's intellectual property rights; (b) copies or resembles any Site in whole or in part; or (c) disparages us or otherwise damages our goodwill or reputation in any way; (vi) read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person; (vii) alter, redirect or in any way interfere with the operation or accessibility of the Site(s) or any page thereof; (viii) register as a player on behalf of any third party, or authorize or assist (save by promoting the Sites in accordance with this Agreement) any other person to register as a player; (ix) take any action that could reasonably cause any person confusion as to our relationship with you or any third party, or as to the ownership or operation of the Sites or service on which any functions or transactions are occurring; (x) cause the Sites (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; (xi) attempt to intercept or redirect (including via user-installed software) traffic from or on any website or other place that participates in the Affiliate Program; (xii) violate the terms of use and/or any applicable policies of any search engines; and/or (xiii) market or promote the Sites within territories which are restricted territories (as determined by us from time to time), attempt to circumvent any restriction which we put in place to prevent potential players from restricted territories from registering as customers, or attempt to disguise the geographical location of a player or potential player.

3.2. Through this Agreement, we grant you a non-exclusive, non-transferable, revocable license, during the term of this Agreement, to use the Marketing Materials solely in connection with the display of these materials on your site as approved by us and as set out in this Agreement. This license cannot be sub-licensed or otherwise assigned by you.

3.3. You shall not register or try to register any domain names, trademarks or names, or try to purchase or register keywords, search terms or other identifiers used in any search engine, portal, other search or referral service, that are identical or similar to or comprise the Marketing Materials that you have access to under this Agreement.

3.4. You are responsible for all costs associated with your marketing and advertisement obligations under this Agreement.

3.5. You will not use any material that infringes any third party's intellectual property rights.

3.6. You will not use any material or content that disparages us or otherwise damages our goodwill or reputation in any way.

3.7. You will not attempt to communicate to players on our sites to solicit them to move to any online site not owned by us.

3.8. You will not attempt to cause a betting pattern of any end-user that is indicative of abuse of the AffiliStars affiliate network and associated payment structure and is not consistent with the aims of the AffiliStars affiliate network and the good faith business opportunities it offers.

3.9. It is your sole responsibility to ensure that the laws applicable to you do not prohibit you from participating in the Affiliate Program and performing your obligations under applicable law and the terms and conditions of this Agreement.

3.10. Your referrals are considered as players of the online casino to which they have signed up to (the "Online Casino"). You hereby relinquish all rights and/or ownership to these players once referred to the Online Casino and these players shall be registered as Online Casino members before they are considered as a qualifying First Time Depositor (an "FTD").

3.11. You will not in any way alter, redirect, or attempt to alter or redirect, or in any way interfere with the operation or accessibility of the Sites or any page of the Sites or in any other way try to intercept or redirect traffic from or on any site or other place that participates in the Affiliate Program.

3.12. You may only offer bonuses and promotions that are authorized by us, where you have an obligation to ensure that the prescribed wording, headers and terms and conditions used and/or provided to you are communicated and specified in any publication of the same on your site, email or other media. If there is a difference between the terms communicated in your offering of the bonus or promotion and the terms specified to you by us, then we shall be entitled to recover by way of set off of any commission owed to you or other means, the loss suffered by us as a result of your non-compliance with this section.

3.13. Without prejudice to anything else in this agreement, if we determine, in our sole discretion, that you have engaged in any of the above activities set out in this clause 3, we may withhold any affiliate fees and/or terminate this Agreement immediately on notice.

4. Affiliate Earnings & Payments

4.1. Please note that credit shall not be issued to any affiliate.

4.2. On joining the Affiliate Program your account will be set to our default commission of 20% of the monthly Net Gaming Revenue generated from players referred by you. . For the purpose

of this Agreement, “Net Gaming Revenue” means: games bets minus games winnings minus processing fees minus third parties fees (including but not limited to licensing fees and royalties) minus gaming taxes (including VAT where such tax is used as an equivalent to gaming tax) and any tax, charge, levy or tariff levied or charged on gaming turnover.

4.3 Should you elect to receive cost per acquisition (CPA) instead, your earnings are per player and subject to actual playing for real money after depositing without chargeback, where withdrawal without playing or disproportionate chargeback by Affiliate’s referred players may, at our sole and absolute discretion, disqualify entitlement to CPA earnings.

4.4 Notwithstanding anything to the contrary in this Agreement, you will not be entitled to, and will not receive, any commission, whether CPA based, revenue share based, a combination of the two or based on any other calculation, in respect of any player that has made any chargeback or a refund request, regardless of the time in which the player made such a chargeback or refund request. Where you have received a commission in respect of a player prior to that player making a chargeback or a refund request, you will return all of the commissions received in connection with such player, according to a calculation provided by us; alternatively, at our sole discretion, we shall deduct such sums from your future commission(s).

4.5 Your earnings are personal, and you shall have no claim in connection with any earnings or other compensation on business secured by or through persons or entities other than yourself. You cannot withdraw payments for or on behalf of a third party.

4.6 We reserve the right to change any earnings structure (or any part thereof) from time to time, for any reason we deem fit.

4.7 All earnings payments will be paid to your affiliate account designated in your affiliate sign up form in the currency of our choice.

4.8 Any charges for conversion, processing and delivering payment to you will be deducted from your earnings. For the avoidance of doubt, we have no liability to pay any currency conversion charges or any charges associated with the transfer of monies to your designated account.

4.9. In the event that we determine any activity to constitute fraud traffic, or to otherwise be in contravention of this Agreement, then in our sole discretion we may: (i) recalculate the earnings in light of such suspected fraud traffic or contravention, (ii) delay any payment of earnings due to you while we investigate and verify the relevant transactions or (iv) forfeit any earnings due to you in connection with this Agreement.

4.10. If you disagree with the reports or amounts payable, do NOT request or accept payment for such amount and immediately send us written notice of your dispute. Furthermore, deposit of payment check, acceptance of payment transfer or acceptance of other payment from us by you will be deemed full and final settlement. Notwithstanding the foregoing, if any overpayment is made in the calculation of your earnings, we reserve the right to correct such calculation at any time and to reclaim from you any overpayment made by us to you.

4.11. If we suspect the terms and conditions of this Agreement have been breached or the occurrence of fraud traffic, we may hold any payment requests for the duration of the investigation and your account will be frozen until we can validate that there has been no breach of this Agreement. If your account remains frozen as a consequence of this clause 4.11 for a continuous period of 90 days, then in the absence of: satisfactory explanation; or evidence to prove legitimate dealings, funds remaining in your account will be forfeited and your account will be closed.

4.12. You shall be responsible for paying any taxes in connection with your earnings under any and all applicable laws.

4.13. If you wish to offer any incentives to potential players, you are required by us to receive prior written approval from us, before commencing any such activity. In the event that you do not receive such approval but offer such incentives, we reserve the right to cancel your participation in the Affiliate Program, and refuse payment of any previously earned, but unpaid, commissions.

4.14. Unless agreed in advance in writing with us, any fees due to you at the end of each month can never be negative. All negative amounts will be carried over to the following months until any net loss is recovered from net revenues generated in those succeeding months.

4.16 Customized affiliates that agreed with Us on no-negative carryover: In case your balance under a revenue share payment 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 balance will be set to zero. A negative balance due to Fraud costs will be carried over.

4.17. If you decide, for whatever reason, to cease promoting our brands, it is your responsibility to notify us of this fact, withdraw your remaining funds and request to deactivate your account. If you fail to do so, we reserve the right to tag an inactive account as dormant.

4.18 In the case of CPA deal, an inactive account that is deemed as dormant is an account that does not generate any traffic for a continuous period of 180 days.

4.19 In the case of revenue share deal, an inactive account that is deemed as dormant is an account that does not generate any gaming revenue for a continuous period of 360 days.

4.20 After the period as set above, in respect of the CPA or the revenue share (as applicable) a notification will be issued alerting you that the account is now deemed dormant due to inactivity. We will then give you a further 30 days in which to respond and confirm that you wish to stop promoting our brands and close your account, or to work with us to reactivate your account and start promoting and earning money again.

4.21. If no response is received to our attempts to contact you during those 30 day period, your account will be closed and earnings remaining in your balance maybe forfeited.

4.22. Due to Anti Money Laundering concerns, accounts that have not made a withdrawal for 180 continuous days will be asked by us to withdraw the funds in their account. We reserve the right to close accounts that refuse to comply with this request within 30 days, and any remaining balances may be forfeited.

4.23. In the event that the commission to be paid to you in any calendar month is less than \$300 (the "Minimum Amount"), we shall not be obligated to make the payment until such time as the commission is equal to or greater than the Minimum Amount.

5.Reports

5.1. We will track and report player activity for purposes of calculating your earnings. The form and content of the reports may vary from time to time in our sole discretion. Generally, you can, at your own initiative and timing, generate your own reports regarding the qualified acquisitions signed up in a particular period and/or the total amount due to you after any deductions or set offs that we are entitled to make under this Agreement. We hereby exclude any and all liability for the timeliness, accuracy or completeness of any such reports.

6.Representations and Warranties

6.1 You hereby represent and warrant to us the following:

6.1.1 This Agreement has been duly and validly executed by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms.

6.1.2 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 provision of law, rule, regulation or agreement to which you are subject to.

6.1.3 You represent that you have evaluated the laws relating to your activities and obligations hereunder and you have independently concluded that you can enter this Agreement and fulfil your obligations hereunder without violating any applicable rule of law.

6.1.4 You shall not upload or distribute any files or data that contain viruses, corrupted files or any other type of files or data that may affect the performance of the services and/or site(s) in our affiliate network.

6.1.5 You will not use any device, robot or other method, to try and interfere with the proper functioning of the Services and/or Site(s).

6.1.6 The players you refer to us are of legal age under the laws that are applicable to them for the purpose of using the Services and/or Site(s).

6.1.7 You will not conduct criminal, unlawful or unauthorized activities and/or allow your account with us to be used for any criminal or otherwise unlawful activities, under any law applicable to you or us.

6.1.8. You hereby represent warrant and undertake to comply with all applicable laws (including, but not limited to, any laws relating to the content and nature of any advertising or marketing, privacy, data protection, spam and money laundering) and any policy notified by us through our site or otherwise in relation to any of the above, and/or suspicious transactions.

6.1.9 To the extent you operate and/or provide any marketing services for UK players, you hereby further represent warrant and undertake that you shall: (a) comply, follow and fulfil the provisions of the Licence Conditions and Codes of Practice as issued by the UK Gambling Commission (“LCCP”), the Gambling Industry Code for Socially Responsible Advertising (“IGRG”), the principal rules governing gambling advertising in Great Britain administered by the Committee of Advertising Practice (“CAP”) and the Broadcast Committee of Advertising Practice (BCAP) which are adjudicated upon by the Advertising Standards Authority (ASA), all as amended from time to time (“EU legislation”), and avoid any and all conduct that is prohibited by any EU Legislation and that all of your marketing activities shall be in compliance with the provisions of any EU legislation; (b) all sponsored/paid social media advertisements (including but not limited, Facebook/Instagram and related platforms) shall not be targeted to anyone under the age of 25.

7. Confidentiality and personal information

7.1 We may disclose to you certain information as a result of your participation as part of the Affiliate Program, which information we consider to be confidential (herein referred to as “Confidential Information”). Confidential Information shall remain strictly confidential and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if the same is required by law or legal process.

7.2 We may disclose to 3rd parties information relating to this Agreement and other information disclosed to us by you, in so far as is necessary, for use by (i) payment settlement service providers, data verifiers, marketing and operational service providers and financial institutions, to the extent necessary for the completion of payments, online and offline marketing campaigns, facilitate the opening of new accounts, customer Services and fraud prevention for services provided through our website, and (ii) to any auditors, contractors or other advisers auditing any of our business processes.

7.3 By virtue to this Agreement, we are considered as a controller in respect of personal data of the players; to the extent any personal data will be provided to you, you hereby guarantee to implement appropriate technical and organizational measures in such manners that processing of any personal data will meet the requirements of any data protection legislation and to ensure the protection of the rights of any data subjects and; You further undertake to always comply with any data protection legislation including but not limited to the EU General Data Protection Regulation.

8. Term, Termination and Consequences

8.1 This Agreement will take effect when you indicate your acceptance of these terms and conditions on the Affiliate sign up form and continues until terminated in accordance with the terms of this Agreement.

8.2 You may terminate this Agreement, with or without cause, immediately upon written notice to us. You can send this written notice via email, with ‘Termination’ in the subject line, to mailto: support@winnerclick.live

8.3 We may terminate this Agreement, at any time, and without the need to show cause, upon written notice to you of at least 48 (forty-eight) hours. In the event of a breach made by you of the provisions of this Agreement and/or if you perform any illegal and/or unlawful acts,

including without limitation, violation of laws relating to money laundering and/or spamming, We may terminate this Agreement immediately upon notice to you.

8.4 Termination of this Agreement will automatically end your participation in the Affiliate Program and will revoke all privileges and licenses granted under this Agreement, In particular:

8.4.1 You will stop promoting the Sites and all rights and licenses given to you under this Agreement terminate immediately.

8.4.2 You will return all Confidential Information and stop use of any of the marks and marketing materials (including deleting and purging the same from all your computer systems).

8.4.3 Enforcement of this Agreement after termination shall survive any termination or expiry of this Agreement.

9. Indemnification

You hereby agree to indemnify, defend and hold us, our shareholders, officers, directors, employees, agents, affiliates, successors and assigns harmless, from and against any and all claims, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of or are based on:

9.1 any breach by you of this Agreement or any representation or warranty made by you herein; or

9.2 any claim related to your site.

10. Disclaimers and Limitation of Liability

10.1 WE MAKE NO WARRANTIES OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED BY LAW, STATUTE OR OTHERWISE) WITH RESPECT TO THE AFFILIATE NETWORK, AFFILIATE PROGRAM, OUR SITES, ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THEREIN OR RELATED THERETO OR THAT OUR SITES, SYSTEM, NETWORK, SOFTWARE OR HARDWARE (OR THAT PROVIDED TO US BY THIRD PARTIES) WILL BE ERROR-FREE OR UNINTERRUPTED OR WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR SUITABILITY OF ALL OR ANY OF THE FOREGOING. EXCEPT AS EXPRESSLY STATES

OTHERWISE IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS AND IMPLIED TERMS AND CONDITIONS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, NEITHER WE (NOR OUR PROVIDERS OR UNDERLYING VENDORS) ARE REQUIRED TO MAINTAIN REDUNDANT SYSTEM(S) NETWORK, SOFTWARE OR HARDWARE.

10.2 We may use any means to block or restrict or discount from your tracker certain players, deposits or play patterns or reject player applications and/or affiliates so as to reduce the number of fraudulent or unprofitable transactions, for any reason. Without derogating from any other provisions of this Agreement, you hereby undertake that you will not use more than one tracker.

10.3 We do not accept liability for the content or accuracy of external websites.

11. Miscellaneous

11.1 This Agreement and any matters relating hereto shall be governed by, and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Royal Courts of Justice, London.

11.2 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.

11.3 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 (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in this Agreement.

11.4 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 in this Agreement and that such affiliates may be similar, and even competitive, to you. You understand that we may re-direct traffic and users from any of the Sites to any other online site that we deem appropriate in our sole discretion, without any additional compensation to you.

11.5 Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of your obligations under this Agreement, or purport to do any of the same. Any purported

assignment in breach of this clause shall confer no rights on the purported assignee. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

11.6 This Agreement embodies the complete Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Unless approved by us in writing, no modifications, additions, deletions or interlineations of this Agreement are permitted or will be recognized by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to this Agreement or its terms.

12. Language Discrepancies

In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English language version shall prevail.