

## **AFFILIATE PROGRAM - TERMS AND CONDITIONS**

Last modified – May 1, 2022

The following is an affiliate agreement (the “**Agreement**”) by and between **Traffic Flow Partners** (the “**Company**”), operating the Traffic Flow Partners Affiliate Program (the “**Affiliate Program**”), and you, which contains the complete terms and conditions that apply to all members of our Affiliate Program.

Please carefully read this Agreement in its entirety. By submitting the application form you will be deemed to have agreed to join our Affiliate Program and to be bound by the terms and conditions set out in this Agreement, and this Agreement will become valid and legally binding as between you and us.

As an affiliate, your role will be to promote sites and services owned and/or operated by our clients (the “**Site(s)**” and the “**Service(s)**”, respectively). 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.

### **The following terms shall have the meaning as described hereunder:**

“**Company**” / “**Traffic Flow Partners**” / “**We**” / “**Our**” / “**Us**” means Traffic Flow Partners, which provides marketing services to a number of websites and operates under the name Traffic Flow Partners Affiliate Program, or, the relevant company as the case may be.

“**Website(s)**” / “**Site(s)**” means any of the website URLs promoted by us and offered within our Affiliate Program; for the avoidance of doubt, any other websites will not be considered for the purpose of calculation of Your Affiliate Fee.

“**Affiliate**” / “**You**”, “**Your**” means the individual or entity that has agreed to promote brands supported by us in return for bounties and/or commissions on the players that are referred to us in accordance with this agreement.

“**Sub-Affiliates**” mean persons who were introduced to us by you and who join our Traffic Flow Partners Affiliate Program as regular affiliates, and in respect of which We shall pay you certain commissions, as further described in this Agreement.

“**Potential User / Potential Customer**” is any person to whom You promote the Website but who has not yet opened an Account and, therefore, has not yet become a Customer.

“**User**” / “**Customer**” is a person that enters any Site via your Tracker(s), has opened a new 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.

“**Account**” means a uniquely assigned account that is created for a Customer with the Operator or when the Customer successfully registers with the Operator via a Tracker (provided the Customer did not have an account with the Operator beforehand).

**“Qualifying User”** is a User which has deposited at least once, meets the minimum stake requirements and meets any other qualifications which We may add from time to time at our discretion. The criteria for qualification can be configured on a campaign basis and includes, but is not limited to, the following actions:

1. First deposit amount (channel specific)
2. Total deposit amount (channel specific)
3. Total handle (channel specific)
4. Minimum bet/buy amount (product and channel specific)
5. Handle amount (product and channel specific)

**“Trackers”** are the unique tracking URLs that We provide exclusively to you for the term of this Agreement, through which We track Users and calculate your Revenue Share or CPA Payment, as applicable.

**“Exit Traffic”** means the traffic that you bring via an exit window, when Users leave a Site (using your unique Tracker).

**“Marks”** 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.

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

**“Affiliate Sign Up Form”** means the form provided on the Website. For the avoidance of doubt, it is hereby clarified that the Affiliate Sign Up Form does not constitute a valid proposal to enter into contractual arrangements, and thus the Affiliate Sign Up Form will constitute a binding agreement only after it is executed by You and Us; therefore, Your execution of the Affiliate Sign Up Form does not constitute a binding agreement.

**“Affiliate Fee”** is the amount due and payable to You, as calculated based solely on Our system’s data and in accordance with the terms of this Agreement, the Affiliate Sign Up Form and the fees and payments terms set forth in the Website (as may be changed from time to time by Us in Our sole discretion).

**“Affiliate Inactivity”** means zero accumulated number of new unique depositing Users.

**“Casino Net Gaming”** means the amount of Casino bets minus Casino winnings minus Casino bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for Casino bonuses.

**“Games Net Gaming”** means the amount of Games bets minus Games winnings amount minus Games bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for Games bonuses.

**“Bingo Net Gaming”** means the amount of Bingo bets minus Bingo winnings amount minus Bingo bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for Bingo bonuses.

**“Sportsbook Net Gaming”** means the amount of Sports bets minus Sports winnings minus Sports bonuses, Chargebacks or any other revenue returns, credits, compensations or refunds given to Users, plus adjustments for Sports bonuses.

**“Handle”** means a derivative of turnover, used by our company to calculate a player’s activity on a particular product; i.e the total money wagered by each player on a particular product.

**“No-Negative Carryover (NNCO)”** 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 (see High Roller Policy for additional information).

**“Negative Carryover (NCO)”** means that In the event that the total Net Revenue from your referred New Customers is negative for any given calendar month, the negative balance will be carried over from month to month, until a positive balance is achieved. A negative balance due to Fraud costs will be carried over (see High Roller Policy for additional information).

**“CPA Payment”** is the one-time payment for every Qualifying User payable to you as commission, if you choose the CPA payment plan.

**“Revenue Share”** is the percentage of Casino Net Gaming, Games Net Gaming, Bingo Net Gaming or Sportsbook Net Gaming payable to you as commission, if you choose the Revenue Share payment plan. We shall be entitled to set off any costs related to the processing service provider, any third party license fee, royalties or any other applicable payments to third parties as well as any tax, including applicable gaming tax, charge, levy, tariff or any other similar mandatory payments levied or charged on gaming turnover

**“Deposits”** are the funds transferred by Users to their user accounts at the relevant Sites.

**“Chargeback”** or **“Credit”** are a credit card transaction which is not collectable by the credit card company as a result of customer non-payment or fraudulent credit card use, or other User payment transaction which is revoked and for which a credit is given.

**“Fraud” / “Fraudulent”** means an actual or attempted act by you or any User 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; abuse of the CPA commission structure; violation of money-laundering or other laws and regulations; Spamming; false, misleading or unauthorized advertising or representations; use of stolen credit cards; rake-back activity; wagering through the use of a program or a software; and unauthorized use of any intellectual property rights (including third parties’ and any of our or the Sites’ rights).

**“Frozen user” / Frozen account**” means a User’s account that has been closed or put on temporary hold due to Fraudulent or other suspicious activity, due to the User’s request, or any other circumstances in which Traffic Flow Partners decided to freeze a User’s account.

**“Promotion Mails”** means graphical artwork or text regarding specific promotion campaigns, sent by us from time to time for dissemination by you.

**“Privacy and Data Protection Requirements”** means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the EU Data Protection Directive 95/46/EC and, as of May 2018, the EU General Data Protection Regulation (GDPR) and all applicable laws and regulations relating to the processing of personal data, direct marketing and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

**“Spam”** means emails and messages that meet any one or more of the following criteria: (i) unsolicited mailing; (ii) contains false or misleading statements; (iii) does not truthfully identify the source or the originating IP Address and / or the originating email address and/or you as sender of the email/ message, and/ or indicates or implies that the message is sent by us (including by way of example and without limitation by naming us as the sender of a Promotion Mail); (iv) does not contain an online and real time Remove/unsubscribe option, which is presented clearly in each communication; (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.

## **1. Appointment and Proprietary Rights**

1.1 By this Agreement and upon receiving your application form, We will consider accepting you as an affiliate in our Affiliate Program. If We decide, in our discretion, to accept you as an affiliate, this Agreement will become valid and binding as between you and us, and We will hereby grant you the non-exclusive, revocable and non-transferable right to direct potential Users to the Sites, in accordance with the terms and conditions of this Agreement.

1.2 This Agreement does not grant you an exclusive right to direct potential Users to the Sites or any other exclusive right in connection with the Sites or with the Traffic Flow Partners Affiliate Program. Except for the payment of the Revenue Share or CPA Payment, as applicable, you will not have any rights with respect to any Users.

1.3 We may operate additional affiliate programs in connection with the Sites or any other sites, and you will have no right in connection with such other programs, other than those rights We may expressly grant to you.

## **2. License to Use Marks**

2.1 We hereby grant you a non-exclusive, revocable, non-transferable sublicense, for the term of this Agreement, to use any Marks solely for the display of the Banners and Text Links on your sites.

2.2 This sublicense cannot be further sub-licensed, assigned or otherwise transferred by you, unless approved in writing by us. Your right to use the Marks 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.

2.3 You shall not assert the invalidity or unenforceability, or otherwise contest the ownership of the Marks, 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 Marks, or the right of any owner thereof, or render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

2.4 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 composed of any Marks.

2.5 You shall not register or attempt to register nor purchase or attempt to purchase keywords, search terms or other identifiers used in any search engine, portal or other search or referral services, that are identical or similar to or comprise the Marketing Materials that you have access to under this Agreement.

## **3. Commercial Use Only**

3.1 The marketing opportunity presented in our Affiliate Program 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.

3.2 If you wish to make test transactions to evaluate the system, including Deposits, please contact your affiliate manager beforehand so We can refund the charges once you have completed your testing.

3.3 Transactions made in violation of this provision will be deemed Fraud traffic and We will deduct applicable Deposits or traffic from the amounts payable to you hereunder.

3.4 Your referrals are considered as unique players of the Site to which they have signed up to. You hereby relinquish all rights and/or ownership to these players once referred to any of the sites, and these players shall be registered as members before they are considered as a qualifying First Time Depositor (an "FTD").

#### **4. Users' Data**

4.1 You will, at all times, observe all applicable Privacy and Data Protection Requirements and take all reasonable precautions to ensure that all user data is sourced, held, used and otherwise processed ethically and in full compliance with all Privacy and Data Protection Requirements. This shall include without limitation you ensuring that the individuals concerned have, where legally required, provided consent, been afforded the opportunity to opt in to receive, and the opportunity to unsubscribe from, any relevant marketing material. You accept and agree that you shall be solely responsible and liable for selecting the individuals to whom Promotion Mails will be sent or otherwise communicated, and for ensuring that such activities are carried out in compliance with all applicable Privacy and Data Protection Requirements, and that you will therefore be the person sending and instigating the sending of all such communications (notwithstanding that they are required to comply with all provisions of this Agreement). It is clarified that any and all data relating to the Users which Users provide to us shall be and remain our exclusive property.

#### **5. Your Rights and Obligations**

##### **5.1 Promotion and Link to Sites**

By joining our Affiliate Program, you agree to market, promote and refer potential Users to the Sites, by creating and maintaining a unique link from your site to the Sites and by disseminating Promotional Mails provided that you have obtained our advance written approval of the content which is used around such link, and the form of such Promotional Mails. Such a link may be established with one or more of our Banners and Text Links. 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 and in compliance with all applicable laws and regulation, including without limitation with Privacy and Data Protection Requirements (including without limitation any and all requirements to obtain individuals' consent prior to marketing).

5.2 With our written permission, you may link directly to the Sites' downloadable.exe file, and in this case We may ask you to comply with additional relevant requirements.

##### **5.3 No Other Marketing or Other Activity**

The establishment and maintenance of the unique link from your site to the Sites using the Banners and Text Links, and the dissemination of Promotional Mails, are the only methods by which you may advertise, market and promote the Sites in compliance with the terms of this Agreement, unless We give you our prior written authorization for any other activity.

5.4 You will not at any time by yourself, nor will you allow, assist or encourage others to market and promote the Traffic Flow Partners Affiliate Program or any of the Sites, directly or indirectly within any environment that could reasonably be construed as itself operating illegally or in such a way that any association with such an environment may cause damage to the reputation of Traffic Flow Partner Affiliate Program or any of the Sites.

### 5.5 Approved Layouts

You will use only our approved Banners and Text Links and Promotional Mails and will not alter their appearance, design or content, unless We give you our prior written authorization otherwise. At your request, We may provide you with a code that will enable you to post in your sites rotating banners from our banner farm.

5.6 You understand and acknowledge that the appearance and contents of our Banners and Text Links and Promotional Mails constitute the only authorized and permitted representation of the Sites.

### 5.7 Age Limitation

You can only participate in our Affiliate Program if you are of the legal age determined by any applicable laws in your jurisdiction. In any event and under any circumstances, you cannot participate in our Affiliate Program if you are under 18 years of age. We reserve the right to ask for proof of age from you and your account may be suspended until a satisfactory proof of age is provided to us.

5.8 You will not by yourself, nor will you allow, assist or encourage others to, market and promote the Traffic Flow Partners Affiliate Program or any of the Sites, directly or indirectly, to persons that are less than 18 years of age or such higher age as may apply in the jurisdiction that you are targeting, or develop or implement marketing and promotion strategies in respect thereof.

5.9 We do not allow persons 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.

### 5.10 Legality of Use

You accept sole responsibility for determining whether your participation in our Affiliate Program is legal under any laws or regulatory requirements that apply to you. You understand that We do not provide you with any legal recommendation or assurance regarding such legality. Please consult legal counsel in the applicable jurisdiction if you have any doubts about the legality of your participation in our Affiliate Program or the receipt of any payments from us, under any applicable laws. It is your responsibility to remain abreast of all legal and regulatory developments within the jurisdictions you are located or in which (or into which) you conduct marketing activity to ensure that you fully comply with all applicable laws at all times. Notwithstanding the obligation to comply with laws and regulations in general, you must also ensure that all marketing and advertising you undertake through your involvement with the Traffic Flow Partners Affiliate Program is conducted in full compliance with any applicable advertising regulations (including, but not limited to, restrictions and/or requirements relating to content or location/positioning of material) and the Privacy and Data Protection Requirements.

#### 5.11 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 and promptly inform us of 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.

5.12 In addition, You will not direct to the Sites Users involved in Fraudulent activity. In the event that Traffic Flow Partners believes that a User is involved in Fraudulent activity, Traffic Flow Partners will immediately freeze such User's account and You will not be entitled to any Revenue Share or CPA payments due to You under this Agreement in relation to such User.

#### 5.13 Excluded Territories

You will not market or promote any Site within or to persons from any Excluded Territories; or be involved in any traffic coming from any Excluded Territories; or allow, assist or encourage circumvention of any restriction put in place by us and/or any Site in connection with Excluded Territories. "Excluded Territories" include the territories indicated in the list below, which may be changed by us from time to time.

5.14 The Excluded Territories are as follows: the United States of America and Israel.

5.15 It is your duty to consult and check regularly this agreement regarding any changes to this list.

5.16 Moreover, user activity from the following territories or countries does not qualify for any automatic deals such as: CPA, Revenue Sharing or any other commission plan written in these terms and conditions. Please contact your affiliate manager for further details.

#### 5.17 Sole Responsibility for Your Site

You will be solely responsible for the operation and content of your site, including for ensuring that materials posted on your site are not libellous, obscene, sexually explicit, violent or otherwise illegal, objectionable or offensive, or, if notified by us in our discretion, otherwise unsuitable. You will be solely responsible that all the content of your site is original or otherwise is permitted to be published by the owner thereof.

5.18 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.

5.19 You are fully responsible for all costs associated with your marketing and advertising obligations under this Agreement. 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.

#### 5.20 No Rake-Backs

We do not allow any form of rake-backs in our Affiliate Program. You will not offer any rake-back or so-called rake-back schemes whatsoever, or any similar schemes that offer or allow a portion of the users' rake to be returned to the User in any form. You will also not advertise or be engaged with any site that offers rake-backs. We reserve the right to withhold any amounts due to you if We believe you were involved in any rake-back activity.

#### 5.21 Confidentiality

During your participation in our Affiliate Program, 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 (provided that the relevant information was not made known to the public by you or any third party breaching a confidentiality obligation), 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 requirements).

5.22 We may disclose to third 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.

5.23 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.

#### 5.24 Other Restrictions

In addition and without derogating from any of the above, you will not at any time by yourself, nor will you allow, assist or encourage others to, do any of the following:

- Breach our privacy policy
- Read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person.
- 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
- 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.

- 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
- Use or cause or instigate the sending or other communication of Spam or of other communications which breach the Privacy and Data Protection Requirements.
- 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.
- In any way alter, affect, redirect or interfere with the operation or accessibility of the Sites or any page thereof.
- Do any act which causes your site or any other site to copy 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 Users in connection therewith.
- Communicate, engage or become involved with any of the Sites, in any way, without our prior written consent; nor undertake any marketing activities which might indicate or imply that you are part of us, or under direct or indirect common ownership with us.
- 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.
- Violate the terms of use and/or any applicable policies of any search engines.
- 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.
- You will not use any material that infringes any third party's intellectual property rights.
- You will not attempt to communicate to players on our sites to solicit them to move to any online site not owned by us.
- You will not attempt to cause a betting pattern of any end-user that is indicative of abuse of our affiliate network and associated payment structure and is not consistent with the aims of our affiliate network and the good faith business opportunities it offers.
- 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.

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, we may withhold any affiliate fees and/or terminate this Agreement immediately on notice.

## 5.25 Auditing and Proving Compliance with Privacy and Data Protection Requirements

You shall:

- keep at your normal place of business detailed, accurate and up-to-date records relating to compliance with all applicable Privacy and Data Protection Requirements (including without limitation all evidence of measures taken to comply with such requirements, and of the details of how and when and by whom consents were obtained from potential Users, and a copy or screenshot showing the form of consent given) (“Records”);
- provide copies of Records within 24 hours upon receipt of a written request for the same from us;
- permit us and our third-party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of Privacy and Data Protection Requirements, to:
  - (a) gain access to, and take copies of, the Records; and
  - (b) inspect all Records,for the purpose of auditing your compliance with your obligations under this Agreement; and give all necessary assistance to the conduct of such audits.

5.26 We shall only use information provided under this clause for the purposes of determining whether you are complying with your obligations under this Agreement and taking any steps that we may deem appropriate in the event of non-compliance.

## 5.27 British Users

With this Agreement and by joining our Affiliate Program, you agree that, insofar as you carry out activities on our behalf in relation to any transaction, interaction or dealing (in any way) with British Users, you shall comply with the British Gambling Commission’s License Conditions and Codes of Practice (“**LCCPs**”) (located here), as may be amended from time to time and, in particular:

5.28 You shall conduct yourself as if you were bound by the LCCPs and the same industry codes of practice as are applicable to us (Social responsibility code provision 1.1.2(1)(a)); you shall promptly provide such information to us as We may reasonably require in order to enable us to comply with our information reporting and other obligations to the British Gambling Commission (Social responsibility code provision 1.1.2(1)(b)).

5.29 With this Agreement and by joining our Affiliate Program, you agree that the manner and content of your marketing and promotion activities directed towards British Users, whether directly or indirectly, shall be conducted at all times in accordance with: (i) the Gambling Industry Code for Socially Responsible Gambling; (ii) the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (“**CAP Code**”); (iii) the Consumer Protection from Unfair Trading Regulations; and (iv) any and all other applicable rules relating to advertising in Great Britain, each as may be amended from time to time.

5.30 If you make available to any User or potential User any incentive or reward scheme or other arrangement under which the User may receive money, goods, services or any other advantage, the scheme must be designed to operate, and be operated, in such a way that: the circumstances in which, and conditions subject to which, the benefit is available are clearly set out and readily accessible to the Users to whom it is offered; neither the receipt nor the value or amount of the benefit is: (i) dependent on the User gambling for a predetermined length of time or with a predetermined frequency; or (ii) altered or increased if the qualifying activity or spend is reached within a shorter time than the whole period over which the benefit is offered;

5.31 if the value of the benefit increases with the amount the User spends it does so at a rate no greater than that at which the amount spent increases; and further that: if the benefit comprises free or subsidised travel or accommodation which facilitates the User's attendance at particular licensed premises the terms on which it is offered are not directly related to the level of the User's prospective gambling.

## **6. Our Rights and Obligations**

### **6.1 Registering and Tracking Users**

We will register your Users and track their play, and will calculate the amounts payable to you in accordance with the applicable payment plan.

6.2 We reserve the right to require the Sites to refuse new Users or to close the accounts of existing Users 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.

### **6.3. Payment Plan**

On joining the Affiliate Program your account will be set to our default commission of 20% of the monthly Net Gaming Revenue ("**Revenue Share**") 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. 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.

#### **6.3.1 Please note the following with regard to the Revenue Share plan:**

##### **6.3.1.1 Minimum Activity Qualification:**

Your Revenue Share will decrease to a rate of 12.5% following 3 months of Affiliate Inactivity. Please note that in the event that you will not direct any Qualifying Users to any Site for the period of 3 months and be considered as an inactive Affiliate, this definition will apply to you from that moment on (even if you direct new Qualifying Users to any Site) and therefore the Revenue Share described in the table above will not apply to you.

6.3.1.2 In the event that you: (i) do not show the most updated links provided by us, on all of your websites' pages according to the shape and location as agreed by the parties to this Agreement; or (ii) change the type, location, or suggestion on links without prior notice and our written approval; or (iii) reduced your efforts to recruit new Users; it will be considered as non-compliance with the terms of this Agreement and We reserve the right to modify the Revenue Share rates immediately and without any prior notice.

#### 6.3.1.3 Negative Balance Carry-Over (NCO)

A negative balance in your affiliate account means that the total of all bets generated on your Trackers is less than the total of all winnings plus bonuses generated on your Trackers (i.e., your Casino Net Revenue is negative). Unless agreed otherwise in writing with us, Traffic Flow Partners has a negative carry-over policy, meaning that negative balances in your affiliate account will be carried over to subsequent months and will be set-off against the payments due to you in the subsequent months, until the full negative balance is thus set-off.

6.3.1.4 For 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.

#### **6.3.2. Please note the following with regard to the CPA payment plan:**

6.3.2.1 In any event of a Chargeback, Credit or freezing of any account, such a User will not be considered for the purpose of the CPA plan, and any CPA Payment made to you in respect of such User shall be deducted from future payments to you.

6.3.2.2. A CPA Payment will be due and payable to you in respect of a Qualifying User only upon the first registration of such User in one of the Sites and the depositing of the minimum required amount specified in the CPA tables above and meets the minimum stake requirements, as agreed upon in writing with your affiliate manager. Any subsequent activities of such User in that Site or in other Sites, including playing different games in that Site or in other Sites (for example, playing Bingo after Casino games), will not entail any payment to you. A CPA Payment will be paid to you only once for each Qualifying User, regardless of the number of Sites and/or number or type of games played by that User.

#### 6.4 Payments

We will make payments to you in accordance with the applicable payment plan, as set forth in detail below. Due to Traffic Flow Partners's identity verification process, first payment to a new affiliate and/or first payment made to a new bank account of a current affiliate could take up to 30 business days to process.

#### 6.5 Credit

Any type of credit shall not be issued to an affiliate under any circumstances whatsoever.

#### 6.6 Reports

We will provide you with remote online access to reports regarding User activity and the Revenue Share generated (if applicable). The form, content and frequency of the reports will be subject to change in our 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.

#### 6.7 Recording Calls

All telephone conversations between you and any of our staff may be recorded, and you hereby consent to such recording. Any recordings will be treated in the strictest confidence and may be used by us in events of misunderstanding or dispute.

#### 6.8 Confidentiality

We are committed at all times 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. We may also inform Users of your identity and contact details in the event that we (i) consider it appropriate to do so as a result of our belief you have been involved in illegal activity (including without limitation a potential breach of any Privacy and Data Protection Requirement); and/ or (ii) are obliged under law or ordered by a court or regulator to do so.

#### 6.9 Identity Verification and Supporting Documentation

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. 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. We will make our best efforts to reasonably ensure that we know the true identity of any of our affiliates.

#### 6.10 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); duly approved corporate resolution; 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.

## 6.11 High-Roller Policy

6.11.1 In any given month, if an individual player generates a negative net win of at least \$/£/€10,000 ('high-roller'), and the aggregate net win in that month for that affiliate is negative \$/£/€2,000 or greater, then the high-roller policy will apply.

6.11.2 If both of the above criteria are met then the negative net win generated by the high-roller will be carried forward and offset against future net win generated by that high-roller.

6.11.3 The negative balance carried forward cannot be set-off against other players net win.

6.11.4 The negative balance carried forward cannot be greater than the total aggregate negative net win for the affiliate for that month.

6.11.5 If there is more than one high-roller, the negative balance carried forward will be split proportionally between them.

6.11.6 The negative balance of a high-roller will be reduced by future positive net win that they generate in subsequent months. A negative balance will not be increased by future negative net win unless the high-roller meets the qualifying criteria in subsequent months.

## 6.12 Affiliate Fees and Earnings

6.12.1 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).

6.12.2 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.

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

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

6.12.5 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.

6.12.6 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.

6.12.7 If you disagree with the reports or amounts payable, do NOT request or accept payment for such amounts and immediately send us a 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.

6.12.8 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.

6.12.9 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.

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

6.12.11 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.

6.12.12 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.

6.12.13 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.

6.12.14 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.

## 6.15 Dormancy

6.15.1 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.

6.15.2 In the case of a CPA Commission 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.

6.15.3 In the case of a 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.

6.15.4 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 sites and close your account, or to work with us to reactivate your account and start promoting and earning money again.

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

6.15.6 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.

#### 6.16 Final and Binding Data and Calculations

All calculations in connection with the amount payable to you, whether under the Revenue Share or the CPA payment plans, will be made by us and based solely on our systems' data and records, and our calculations will be final and binding. As part of the monthly payments process, We will carry out a data reconciliation process to ensure data accuracy and correct billing for the previous month. This process may take up to 7 business days and may include without limitation: a) the detection of Fraudulent User activity that will be excluded from the Affiliate's payment; and b) failed transactions that will be credited to the Affiliate's account. We shall begin the reconciliation process at the start of every calendar month.

#### 6.17 Change of Payment Plan

We reserve the right to change your chosen payment plan upon notice to you. Any such change will take effect only from the date of such notice.

#### 6.18 Business by Other Persons

You shall have no claims for Revenue Share, CPA Payment or any other type of compensation on business secured by or through persons or entities other than yourself.

#### 6.19 Your Losses as a User

If you are also a User in one of the Sites, We reserve the right not to include your losses or rakes as a User in the Revenue Share due to you.

#### 6.20 Exit Traffic

Exit Traffic will be considered as regular traffic for the purpose of calculating your Revenue Share (if applicable).

#### 6.21 Payment Procedure

We will send you every month a statement of account showing any balance due to you, if any, and if We will not receive any comments as to the correctness of the statement within two weeks, the statement of account will be deemed to have been accepted and agreed by you. You will be paid on a monthly basis, provided the amount payable to you is not less than \$300 for payment Via Wire Transfer or any alternative payment methods. 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 Euro or in any other currency at our discretion. We will transfer funds only to the designated account appearing in your application form. Third party wire transfer is prohibited by us.

#### 6.22 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 any 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.

#### 6.23 Processing Fees

The credit card processing fees applicable to Users, as well as other processing fees if any will be applicable in the future, will be deducted from the Casino Net Gaming, Games Net Gaming, Bingo Net Gaming and Sportsbook Net Gaming, as applicable, from which your Revenue Share is derived. Credit card current processing fees are 4%-6% of all credit card Deposits. Checks, wire transfer and Western Union payments do not presently charge any processing fees. Such fees, however, are subject to change at any time.

#### 6.24 Security Reserve

A rolling security reserve of 8% of all amounts due to you may be withheld for up to 6 months from the payment due date. The security reserve will serve to guarantee any debt or liability from you to us pursuant to this Agreement, such as in connection with Fraud, Chargebacks, Credits, etc.

#### 6.25 Chargebacks and Credits

50 per-cent of all Chargeback and Credit amounts would be deducted from your payment or the reserved funds. Chargeback and Credit fees will be paid to the credit card companies or other payment service providers, as applicable, and will be administered by us. If a Chargeback or Credit occurs during the fee payment-processing period (usually 12 business days), We reserve the right to deduct such amounts and the associated fees from the amounts due to you under the Revenue Share plan. Any Chargeback or Credit to a User in respect of which you have chosen the CPA payment plan will disqualify such User and you will not be entitled to any payment with respect to such User.

## 6.26 Right to Withhold Amounts

6.26.1 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 User 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.

6.26.2 We do not support nor give hand to any kind of content stealing or copying (site scraping), and We reserve the right to close your account with us if you will be proven to use such methods, and/or to transfer the amounts payable to you to the original content creator.

6.26.3 We reserve the right to delay or withhold payments if any supporting documents are not provided to us upon request.

6.26.4 If We determine, in our sole discretion, that you have engaged in any activity forbidden in this Agreement, including without limitation activity that involves Excluded Territories, or that you have otherwise breached any of your representations, warranties or undertakings in this Agreement, We may (without limiting any other rights or remedies available to us) withhold any amounts due and payable to you hereunder, whether or not generated by such forbidden activity or breach.

## 6.27 Sub-Affiliates

6.27.1 Any person who was introduced to us by you and joins the Traffic Flow Partners Affiliate Program as an affiliate thereof, by submitting to us the standard application form through the Sub-Affiliate link on the Traffic Flow Partners Affiliate Program site, will be considered to be your Sub-Affiliate and tracked as such. Any Sub-Affiliate will be treated as a regular affiliate in the Traffic Flow Partners Affiliate Program and will be bound by the terms and conditions of this Agreement, and you will be liable to us, jointly and severally with any Sub-Affiliate, for the performance of such Sub-Affiliate's obligations under the Agreement.

6.27.2 To reward you for your Sub-Affiliates and to incentivise you to obtain additional Sub-Affiliates, in addition to paying the Sub-Affiliate (as an affiliate of ours) the commissions set forth in this Agreement, We will also pay you an additional commission in respect of the payments made to the Sub-Affiliate, as set forth in the table below.

### 6.27.3 Levels in Relation to You

- 1st Tier – 2.0% Commission
- 2nd Tier – 1.5% Commission
- 3rd Tier – 1.0% Commission

6.27.4 All of your Sub-Affiliates are our affiliates and, as such, will be entitled to payments according to one of the payment plans described above. Being our affiliates who are party to this Agreement, they will also be entitled to introduce to us their own Sub-Affiliates, each of whom will automatically also be considered as your indirect Sub-Affiliate. As a result, you may have “under you” a chain of Sub-Affiliates, each constituting a certain “Tier” in relation to you. The commission table above shows the percentage you will be entitled to receive from us of the payments made by us to the relevant Sub-Affiliate. For example, if a User uses any of the Sites through a 3rd Tier Sub-Affiliate of yours (i.e. the User enters the Site through the unique link given by us to such Sub-Affiliate as an affiliate of ours), We will pay you, in addition to the payments made by us to that Sub-Affiliate in accordance with the applicable payment plan, a commission of 1% of all such payments.

## **7. Term and Termination**

7.1 The terms of this Agreement will begin when you submit your affiliate application form and will continue until either party notifies the other party that it wishes to terminate the Agreement, with or without cause, in which case this Agreement will be terminated immediately.

7.2 Termination is at will, for any reason or for no reason, by either party.

7.3 For purposes of notification of termination, sending a notice via email is considered a written and immediate form of notification. You can send this written notice via email, with ‘Termination’ in the subject line, to: [info@trafficflowpartners.com](mailto:info@trafficflowpartners.com)

7.4 Without derogating from the termination at will provision above, We will immediately terminate this Agreement upon written notice to you of at least 48 (forty-eight) hours, if We determine, in our sole discretion, that you or any of your Users are engaged in Fraud, or that you have paid any of your Users rake-backs or other payments or financial incentives, that We have doubt in respect of your true identity, any of your activities pose any risk to the integrity of the Affiliate Program, you reduced or suspended the promotion of our Sites, or if your site is aimed at minors (below the age of 18 or a higher age as determined in any applicable jurisdiction); involves Excluded Territories; promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; violates intellectual property rights (of ours, any Sites’ or any third party’s); includes content which is libellous, obscene, sexually explicit or violent; promotes any unlawful activities; or is unsuitable or inappropriate in our discretion.

## **8. Results of Termination**

8.1 Immediately following the termination of this Agreement for any reason, you must remove all of our Text Links and Banners from your 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 immediately disable any links from your site to any Site, and immediately stop any activity relating to Promotion Mails.

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

8.3 All rights and licenses given to you in this Agreement shall immediately terminate. If you have failed to fulfill your obligations and responsibilities, We will not pay you the Revenue Share otherwise owing to you on termination or thereafter, if applicable.

8.4 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.

8.5 Any continued access and use by Users 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.

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

## **9. Your Representations and Warranties**

9.1 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:

(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 provision of law, rule, regulation or agreement to which you are subject to;

(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;

(3) you are not a resident of any of the Excluded Territories;

(4) you are not involved or intend to be involved in or are aware of any act or traffic that involves your 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, rule or regulation;

(5) you will not knowingly and deliberately direct to the Sites Users involved in Fraudulent activity; and

(6) by participating in our Affiliate Program, you acknowledge that you do not find our services to be offensive, objectionable or unfair in any way.

(7) 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 fulfill your obligations hereunder without violating any applicable rule of law.

(8) 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.

(9) 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).

(10) 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).

(11) 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.

(12) 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.

## **10. Indemnification**

10.1 You will defend, indemnify, and hold us and our affiliates, and our and their directors, officers, employees, representatives and agents, harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (a) any breach by you of any warranty, representation, or agreement contained in this Agreement; (b) the performance of your duties and obligations under this Agreement; and (c) any claim or demand relating to the development, operation, maintenance, or contents of your site.

## **11. No Warranties**

11.1 Except as expressly set forth in this agreement, we make no express or implied warranties or representations with respect to the Traffic Flow Partners affiliate 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. No Liability for Promoted Sites**

12.1 We are not liable in any way, nor do we assume any responsibility for or make any representations or warranties with regard to, any of the Sites, their operations, contents or any other aspect related thereto.

## **13. Limitation of Liability**

13.1 Any liability to you arising from this agreement and the traffic flow partners affiliate program is limited to direct damages only.

13.2 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.

13.3 In any event and under any circumstances, our aggregate and total liability arising with respect to this agreement and the Traffic Flow Partners affiliate program will not exceed the lesser of either: The amount of \$100,000 (one hundred thousand U.S. dollars); or the total payments made to you under this agreement over the 12 months preceding the event giving rise to the liability.

13.4 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.

#### **14. Relationship of Parties**

14.1 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.

14.2 You will have no authority to make or accept any offers, representations or obligations on our behalf. You will not make any statement, whether on your site or otherwise, that could be reasonably construed to contradict the foregoing.

#### **15. Independent Investigation and Acknowledgement**

15.1 You acknowledge that you have read this agreement and agree to all of its terms and conditions.

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

15.3 You acknowledge that you have independently evaluated the desirability of participating in our affiliate program and that you are not relying on any representation, guarantee, or statement other than those expressly set forth in this agreement.

#### **16. Amendments to Agreement**

16.1 We may amend any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting the amended agreement on this "Terms & 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. It is important, therefore, that you log in from time to time to this page on our site and check to see whether there is any amended version. Amendments may include, for example, changes in the commission amounts payable under this Agreement, payment procedures, restrictions on operation and any other Traffic Flow Partners Affiliate Program rules. None of our employees, officers or agents may orally amend, modify or waive any provision of this Agreement.

16.2 If any amendment is unacceptable to you, your only recourse is to terminate this agreement. Your continued participation in the Traffic Flow Partners affiliate 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.

## **17. Miscellaneous**

17.1 All notices pertaining to this agreement will be given by email address (or such other contact address) provided by you in the affiliate sign up form (or as subsequently updated by you to us in the event of change), and to us and if unsatisfied with the response then to claims. Any notice sent by email shall be deemed received on the earlier of an acknowledgement being sent or twenty-four (24) hours from the time of transmission.

17.2 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 redirect 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.

17.3 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.

17.4 This agreement (including any variation or modification thereto) shall be deemed executed in Gibraltar and shall be governed by and construed in accordance with the laws of Gibraltar without giving effect to conflicts of law principles. You irrevocably agree to submit to the exclusive jurisdiction of the courts of Gibraltar for the settlement of any claim, dispute or matter arising out of or concerning this agreement or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

17.5 Except insofar (and only to such extent) as this agreement expressly provides that a third party may in their own right enforce a term of this agreement, a person who is not a party to this agreement has no right under any law or statute to rely upon or enforce any term of this agreement.

17.6 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.

17.7 The clause headings are included for convenience only and shall not affect the interpretation of this agreement.

17.8 Any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words prior to those terms.

17.9 Any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).

17.10 This agreement is drafted in the English language. If this agreement is translated into another language, the English language text shall in any event prevail.

17.11 Any reference to a statute, statutory provision, ordinance, subordinate legislation, code or guideline (“**legislation**”) is a reference to that legislation and all other subordinate legislation made under the relevant legislation as amended and in force from time to time and to any legislation that re-enacts or consolidates (with or without modification) any such legislation.

## **18. Severability**

18.1 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.

## **19. No Waiver**

19.1 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.

## **20. No Assignment**

20.1 You may not assign or transfer this Agreement or any part thereof without our prior written consent. We may freely assign or transfer this Agreement or any part thereof without your prior written consent.

## **21. Remedies and Injunctive Relief**

21.1 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. You acknowledge, confirm and agree that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach by you of any provision of this Agreement, our rights and obligations may be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of our rights at law, contract or otherwise, for a breach or threatened breach of any provision of this Agreement, it being the intent of this provision to make clear that our respective rights and obligations shall be enforceable in equity as well as at law or otherwise.