Terms and Conditions

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1. INTRODUCTION

- 1.1 This agreement sets out the Terms between Casino Click of "Casino.Click", "we", "us" or "our" as applicable) and you (the "Agreement") in relation to your application to set up a GO AFFILIATES affiliate account ("Affiliate Account") and terms applicable to our affiliate program to promote Casino Click by the creation of internet hyperlinks and other promotional links (the "Links") from your website(s) (your "Site"), other approved methods of online marketing activity or from your promotional emails (which we have pre-approved) by GO AFFILIATES ("Affiliate Program").
- 1.2 Casino Click is an Entertainment Platform NOT a Gambling Platform: Casino Click does not offer any real money gambling on our Platform. No money or purchase of any kind is required for a customer to play, enter, or to win on our Platform.

PLEASE READ THIS AFFILIATE AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS AND THE REPERCUSSIONS FOR YOU SHOULD YOU BREACH THIS AFFILIATE AGREEMENT.

By registering or attempting to register as an Affiliate of the GO AFFILIATES program, you agree to be bound by the terms and conditions set out in this Agreement. You will also be required to indicate your acceptance of this Agreement on the GoAffiliates.com Registration Page.

2. APPLICATION AND AGREEMENT

2.1 To participate in the Affiliate Program, you must click on the "Sign Up" button on this website. You will then be redirected to https://login.goaffiliates.com/signup.php (a site operated on our behalf by MyAffiliates), where you must accurately and fully complete and submit an

Affiliate Sign-Up Form. The Affiliate Sign-Up Form constitutes an integral part of this Agreement. Your participation in the Affiliate Program will commence (the "Commencement Date") upon Casino Click's approval, in its sole discretion, of you as an Affiliate based on the information contained in your Affiliate Sign-Up Form and any other information about you available to Casino Click.

- 2.2 You warrant that the information in your Affiliate Sign-Up Form, as completed by you, is accurate and complete, and you agree to promptly notify Casino Click if any update to such information is needed for any reason.
- 2.3 The Agreement will come into force on the Commencement Date and will continue in force indefinitely, unless and until terminated in accordance with Section 10 or as otherwise permitted under this Agreement.
- 2.4 Casino Click may modify any of the terms of the Agreement at any time, in its sole discretion, by either (i) emailing you a change notice or (ii) by posting the new version of the document on this website. Except in the case of modifications relating to fraud prevention, where there is a mistake in the Agreement, or as required to comply with applicable law, all of which shall be effective on the date of posting or the sending of such notice (whichever is earlier), all modifications to the Agreement will only take effect thirty (30) days after the date of posting or sending of any such notice (whichever is earlier). It is your responsibility to visit this website frequently to make sure you are up to date with the latest version of the Agreement and its provisions.

3. DEFINITIONS

<u>Affiliate:</u> is a term that can be applied to an affiliate applicant, a company or an individual, which or who is sending traffic to Casino Click via the GO AFFILIATES program.

<u>Affiliate Program</u>: Goaffiliates.com (as referred here `GO AFFILIATES`) is a sweepstakes casino affiliate program.

<u>Brands:</u> (Sites) include all nominations listed on a section which you can reach by clicking on this Link.

<u>Commissions</u>: are earnings of affiliates that come from marketing activities concerning sites with related programs. Three commission plans are on offer CPA (cost per acquisition), Revenue Share defined as a percentage of the net revenue which is calculated as Net Revenue = Purchases - Redeems - Chargebacks/Returns or Hybrid (CPA + Revenue Share).

Qualified Players: shall mean visitor(s) from your Site who enter Casino Click via the Links and who register for an account at Casino Click, have verified their email address and phone number so as to activate their account, agreed to Casino Click Terms and Conditions and made a Gold Coin(s) purchase meeting the minimum baseline criteria to trigger a CPA. For the avoidance of doubt, it shall exclude any end user that has not verified their email address or phone number, is at that time an existing or previous customer of Casino Click, is located in a Restricted State in the USA (Idaho, Kentucky, Michigan, Nevada and Washington) or is located outside of the USA.

Spam: is all unrequested messages which are being sent using personal contacts of players. This type of messages may include deceitful and inaccurate information that is aimed at increasing traffic.

<u>Tracking Links:</u> are all exclusive links that GO AFFILIATES is providing partners with. Their purpose is to track the traffic and report on it.

<u>Traffic</u>: is all guests who are being sent via GO AFFILIATES links from your marketing activities.

<u>Tagged Players</u> are those players that were referred to the sites using affiliate links and were effectively tracked and have been verified by email and phone.

<u>Fraudulent Traffic</u> is referred to a type of fraudulent actions such as: Using of VPN by players that came through affiliates link, making deposits using your own affiliate link, incentivized traffic, Spam or misleading traffic, Chargebacks or retrieval, multiple accounts in one name and other options that can damage reputation, payment solutions, profit of Casino Click that are aimed at taking advantage of an affiliate deal by misleading guests referred to Casino Click, by making fake deposits, or in any other way that is considered to be a fraud.

4. COMMISSION PLANS

- 4.1. There are three direct commission plans offered at GO AFFILIATES:
- (a) **Revenue Share:** shall mean a defined percentage multiplied by the Monthly Net Revenue. The Monthly Net Revenue formula is defined as:

Purchases - Redeems - Chargebacks - Refunds = Monthly Net Revenue

Negative Carryover. The GO AFFILIATES program has negative commission balance carryover for an Affiliate's account from month-to-month. Your negative balance will carry over to each new month by default.

- (b) **CPA:** shall mean cost per acquisition which will be a fixed amount per Qualified Player acquired at Casino Click.
- (c) <u>Hybrid:</u> shall refer to a combination of the above two plans- % of monthly net revenue share plus CPA.

5. REPORTING, DISPUTES, MONEY LAUNDERING AND TAXATION

5.1 Reporting. All affiliates have an easy and charge-free access to reports of an activity of players that were referred by them via links that are provided by the GO AFFILIATES program. This information is necessary for calculating your monthly commissions properly and accurately. 5.2 Payment Disputes. If you disagree with the monthly reports or amount payable, immediately send GO AFFILIATES written notice of your dispute. Dispute notices must be received within thirty (30) days of GO AFFILIATES making available your monthly report or your right to dispute such report or Payment will be deemed waived and you shall have no claims in such regard. Notwithstanding the foregoing, if any overpayment is made to you, GO AFFILIATES reserves the right to correct such calculation at any time and to reclaim from you any overpayment made. 5.3 Money Laundering. You shall comply with all applicable laws and any policy notified by

Casino Click through this website or otherwise in relation to money laundering and/or the proceeds of crime.

5.4 Taxation. All taxes due in connection with any Payments to you, including without limitation all applicable VAT, are your sole liability. You are responsible for complying with the rules, if any, for registering for and paying income tax and similar taxes in respect of your income from the Agreement and for collecting and paying the income tax and social security contributions in respect of your employees, if you have any employees.

6. OUR OBLIGATIONS

6.1 Register your players

We will register your players and will track their play.

We reserve the right to refuse players (or to close their accounts) if a customer does not meet the requirements specified in the <u>Casino Click Terms and Conditions</u> or violates them.

6.2 Track players Play

We will track player's play and will provide you with remote online access via the GO AFFILIATES login to view reports of customer registrations and commission earnings.

6.3 Commissions

We will pay you based on the agreed commission structure of your affiliate account (i.e. CPA or Revenue Share or Hybrid commission model).

6.4 Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a change notice or a new agreement on our site which we will notify you of.

IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE (WHICH WE WILL NOTIFY YOU OF) WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

7. YOUR RIGHTS AND OBLIGATIONS

7.1 Linking to products on offer via GO AFFILIATES

By agreeing to participate in this affiliation Program, you agree to create a unique link from your site to any of the products on offer via GO AFFILIATES. You may link to us with one or more of our banners or text link/s. These are the only methods by which you may advertise on our behalf. We will terminate this agreement immediately if there is any form of spamming or if you advertise Casino Click in any other unauthorized way. You shall not make any claims, representations, or warranties in connection with us and you shall have no authority to, and shall not, bind us to any obligations. SMS, "Pop-under" Campaigns and Google PPC Campaigns based on branded key words like **Casino Click**, for example, are not permissible. 7.2 Agency Appointment

By this Agreement, we grant you the non-exclusive right to direct customers to our site and

services, in accordance with the terms and conditions of this Agreement. This Agreement does not grant you an exclusive right or privilege to assist us in the provision of services arising from your referrals, and we obviously intend to contract with and obtain the assistance from others at any time to perform services of the same or similar nature as yours. You shall have no claims to Advertising Revenue or other compensation on business secured by or through persons or entities other than you.

7.3 Approved Layouts

Without our prior written approval, you will only use our approved banners and will not alter their appearance. The appearance and syntax of the hypertext transfer link are designed and designated by us and constitute the only authorized and permitted representation of our site.

7.4 Good Faith

You will not benefit from known or suspected traffic not generated in good faith whether or not it actually causes us damage. We reserve the right to retain all amounts due to you under this Agreement if we have reasonable cause to believe that such traffic has been caused with your knowledge. Even if you have not knowingly generated such traffic, we reserve the right to withhold commissions with respect to such traffic.

7.5 Responsibility for Your Site

You will be solely responsible for ensuring that materials posted on your site are not libelous or otherwise illegal. We disclaim all liability for these matters. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of your site.

7.6 License to use Marks

We hereby grant to you a non-exclusive, non-transferable license, during the term of this Agreement, to use any products on offer via GO AFFILIATES intellectual-property marks solely in connection with the display of the banners on your site. This license cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the marks is limited to and arises only out of this license to use the banners.

You shall not assert the invalidity, unenforceability, or 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 our licensor's rights in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.

8. RESPONSIBLE GAMING

- 1. No advertising message should be designed to appeal to those below the age of 18.
- 2. Advertising should not depict cartoon characters or feature entertainers, athletes, influencers or music that appeals primarily to audiences below the age of 18.
- 3. Models, actors, influencers, athletes and entertainers appearing in advertising should be a minimum of 18 years old, substantiated by proper identification.
- 4. No message should suggest or imply that underage persons engage in social casino.
- 5. Social casino advertising and marketing should be placed in broadcast, cable, radio, print or digital communications (e.g. social media, websites, streaming) only where at least 73.6 percent of the audience is reasonably expected to be 18 years or older (determined by using reliable, up-to-date audience composition data).

- No social casino messages—including logos, trademarks or brand names—should be used or licensed for use on clothing, games or game equipment intended primarily for persons below 18.
- 7. To the extent that promotional products carry social casino messages or Casino Click brand information, you will use commercially reasonable efforts to distribute them only to those 18 years of age or older.
- 8. Ads, sites or apps should not use real-money gambling logos, names or marks.
- 9. Do not target residents of the following USA States Idaho, Kentucky, Washington, Nevada or Michigan or outside of the USA.

9. TERMINATION

- 9.1 This Agreement shall commence on the Commencement Date and shall terminate (a) when either party serves 30 days' written notice of an intention to terminate with or without cause, (b) if earlier terminated by Casino Click as provided in Section 9.2 below, or (c) if earlier terminated in accordance with any other provision of this Agreement.
- 9.2 Casino Click may terminate the Agreement immediately (with or without giving written notice to Affiliate) if Affiliate:
- (a) commits any breach of any term of the Agreement;
- (b) in Casino Click's opinion, is in breach of the terms of any advertising code of practice and/or Good Industry Practice;
- (c) is guilty of serious misconduct which, without limitation, shall include the commission of any act of fraud or dishonesty (whether or not connected with this Agreement);
- (d) is guilty of incompetence or gross or persistent negligence in respect of its obligations under this Agreement;
- (e) fails or refuses after written warning to carry out duties properly required of it under this Agreement.

10. EFFECTS OF TERMINATION

- 10.1 On termination of this Agreement all licenses granted by Casino Click to Affiliate pursuant to this Agreement will terminate immediately.
- (a) Affiliate shall immediately comply with all of its outstanding obligations in connection with this Agreement and shall do all such acts and shall execute all such documents as Casino Click may require to give effect to the terms of this Agreement.
- (b) Affiliate shall immediately deliver to Casino Click or irretrievably destroy all Promotional Material and Customized Material, Confidential Information, and all other documents and materials owned by Casino Click which may be in the possession or control of Affiliate, and Affiliate shall not without the written consent of Casino Click retain any copies of such items.
- 10.2 The parties have considered the restrictions contained in this Section and they mutually declare that they are reasonable and fair and, in the circumstances, go no further than is necessary to protect the legitimate business interests of Casino Click.
- 10.3 Termination of this Agreement for whatever reason will be without prejudice to the rights and duties of the parties arising in any way out of this Agreement prior to termination and all the

Sections in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable despite termination.

11. CLOSURE OF A MARKET

11.1 This Agreement shall not be applicable in the event the Applicable Legislation changes in a particular market, which requires Casino Click to leave such market and close the existing Casino Click User Accounts within that market. No Affiliate Commissions shall be payable effective as of the date of the change in Applicable Legislation requiring such closures.

12. INDEMNITY AND LIABILITY

- (a) You shall indemnify Casino Click on demand and hold us harmless from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT / sales tax thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Casino Click or any member of Casino Click in consequence of any breach, non-performance or non-observance by you of any of your obligations or warranties under this Agreement.
- (b) Nothing in this Agreement limits or excludes either party's liability for death or personal injury or for breach of any of the indemnities under this Agreement, for which liability shall not be limited.
- (c) We shall not be liable to you in contract, tort, or otherwise (including liability for negligence) for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.
- (d) We shall not be liable for any loss or damage that you may suffer because of any act of God; power failure; trade or labor dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication services or networks; or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.
- (e) The liability of Casino Click shall not, in any event, exceed the sum of the total monies paid by Casino Click to you over the six (6) month period preceding the date on which any liability accrued.
- (f) In no event shall we be responsible for any claim or dispute between you and any user of your Site.

13. GENERAL

- (a) This Agreement (including your application form) contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties with respect to its subject matter.
- (b) You shall not assign or sub-contract any of your rights and/or obligations under this Agreement without Casino Click's prior written consent.
- (c) No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in

any way prejudice any right of that party under this Agreement.

- (d) If any provision of this Agreement is held to be void or unenforceable in whole or part, the impugned provision (or part thereof) shall be deemed to be deleted from this Agreement and the remaining provisions (including the remainder of the affected provision) shall continue to be valid and applicable.
- (e) Any notice given or made under this Agreement to Casino Click shall be by email to info@goaffiliates.com. Casino Click shall send you any notices given or made under this Agreement to the email address supplied on your application form or such other email address as notified by you to Casino Click via your Affiliate Account.
- (f) During the term of this Agreement, you will be entrusted with confidential information relating to the business, operations, or underlying technology of Casino Click and/or the Affiliate Program. You agree to avoid disclosure or unauthorized use of the confidential information to third persons or outside parties unless you have Casino Click prior written consent. You shall use such confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with regard to confidential information shall survive termination of this Agreement and you shall fully indemnify us for any losses we or any member of Casino Click suffers (directly or indirectly) in connection with your breach of this Clause 13(f).
- (g) This Agreement shall be governed by and construed in accordance with the laws of Cyprus, and each party submits to the exclusive jurisdiction of the courts of Cyprus for the resolution of disputes hereunder.