

AFFILIATE TERMS & CONDITIONS

Effective from: August 1, 2023 Last updated: August 1, 2023

This is an agreement (“The Affiliate Agreement”) between you (“you” or “Affiliate”) and <https://primebetzaffiliates.com> (“Company”, “us” or “we”).

By registering in the Affiliate Program and utilizing any of our promotional resources or accepting any form of reward, bonus, or commission – whether stipulated in the Affiliate Agreement or provided through other means as part of our Affiliate Program – you will be considered to have comprehensively read, comprehended, and consented to the terms outlined in the Affiliate Agreement.

Occasional revisions may be made to this Agreement. While we will make efforts to inform you about these changes, we suggest that you check this page frequently. Your ongoing utilization of the Affiliate Program will indicate your acceptance of the revised Agreement.

1. DEFINITIONS

1.1. "Affiliate" refers to you, the individual or entity, applying to engage in the Affiliate Program..

1.2. "Affiliate Account" refers to the account established for the Affiliate subsequent to the submission of an Affiliate Application to participate in the Affiliate Program, which is then approved by the Company.

1.3. "Affiliate Agreement" encompasses (i) all the stipulations and terms outlined in this document, (ii) the terms and conditions of the Commission Structures applicable to different products and brands, and (iii) any other regulations or guidelines provided by the Company and/or Websites that are communicated to the Affiliate periodically.

1.4. "Affiliate Application" denotes the formal application submitted by the Affiliate with the intent of joining the Affiliate Program.

1.5. "Affiliate Links" signify online hyperlinks employed by the Affiliate to connect the Affiliate Website(s) or any third-party website to the Company's Websites.

1.6. "Affiliate Program" denotes the collaborative partnership between the Company and the Affiliate, where the Affiliate promotes the Company's websites and generates Affiliate Links from the Affiliate Website(s) to the Company's websites. In return for these services, the Affiliate receives a commission based on the traffic generated to the Company's websites, subject to the terms outlined in this Affiliate Agreement and the relevant product-specific Commission Structure.

1.7. "Affiliate Wallet" stands for the online wallet under the Affiliate's name, into which the Company disburses commissions and other payments owed to the Affiliate. The Affiliate is entitled to withdraw funds from this wallet in accordance with the terms of the Affiliate Agreement.

1.8. "Affiliate Website" refers to any website managed, operated, or otherwise overseen by the Affiliate.

1.9. "Company" pertains to <https://primebetzaffiliates.com/> and any other entities within our corporate group, including parent companies, their parent companies, and all subsidiaries associated with these respective enterprises.

1.10. "Company Websites" designates the website www.PrimeBetz or any additional websites (including mirror websites) that may be incorporated into this Affiliate Program periodically, all of which are operated by NewLinetec B.V.

1.11. "Commission" signifies the portion of the Net Gaming Revenue, or, where applicable, a predetermined amount for a New Customer (CPA structure), as specified in the Commission Structures.

1.12. "Commission Structures" comprises the particular reward structures explicitly agreed upon between the Company and the Affiliate.

1.13. "Confidential Information" encompasses commercially valuable or essential information pertaining to the Company, including but not restricted to financial reports, trade secrets, pricing details, business information, products, strategies, databases, technology, data about New Customers, other customers and users of Company Websites, marketing strategies, and operational methods.

1.14. "Intellectual Property Rights" denotes copyrights, trademarks, service marks, domain names, brands, business names, and registrations of similar rights.

1.15. "Net Gaming Revenue" or "NGR" signifies all funds received by the Company from New Customers as wagers, minus (a) winnings distributed to New Customers, (b) granted bonuses, (c) net balance corrections, (d) administrative fees, (e) costs due to fraud and chargebacks. To clarify, all Net Gaming Revenue amounts mentioned above pertain exclusively to New Customers referred to Company Websites by the Affiliate Website(s).

1.16. "New Customer" pertains to a new, first-time customer of the Company who makes an initial deposit amounting to at least the applicable minimum deposit in the player account of Company Websites, adhering to the applicable terms and conditions of Company Websites. This definition excludes the Affiliate, its employees, relatives, and friends.

1.17. "Parties" refers to the Company and the Affiliate (each individually referred to as a "Party").

1.18. "Personal Data" denotes any information concerning an individual or legal entity that is identifiable, either directly or indirectly.

- AFFILIATE RESPONSIBILITIES

2.1. Enrolling as an Affiliate

To become a member of our Affiliate Program, you must accept these terms and conditions by checking the corresponding box while submitting the Affiliate Application.

The Affiliate Application will be an integral component of the Affiliate Agreement.

We maintain the right, at our sole discretion, to decide whether to accept or decline an Affiliate Application. Our decision is final and not subject to any appeal. We will communicate the status of your Affiliate Application via email.

You are obligated to provide any documentation requested by the Company to verify the Affiliate Application and validate the information in the Affiliate Account throughout the duration of the Affiliate Agreement. Such documentation may encompass, but is not limited to, bank statements, individual or corporate identity documents, and proof of address.

It is solely your responsibility to ensure that the information you furnish us with during Affiliate Program registration is accurate and that you keep this information up to date.

2.2. Security of Affiliate Login Details

You are exclusively responsible for maintaining the confidentiality and security of the login details for your Affiliate Account.

You acknowledge that any unauthorized usage of your Affiliate Account due to your failure to adequately safeguard your login information will be your responsibility. You remain solely accountable for all activities conducted under your Affiliate Account user ID and password, regardless of whether the activity was performed by you or another party. You are obligated to promptly inform us if you suspect any unlawful or unauthorized use of your Affiliate Account.

2.3. Participation in the Affiliate Program

The Affiliate Program is intended for your direct engagement. Establishing an Affiliate Account for a third party, brokering, or transferring an Affiliate Account is not permitted. If you wish to transfer an account to a different beneficial owner, you must contact us and obtain permission. Moreover, you may not open more than one Affiliate Account without obtaining our prior written consent.

By consenting to participate in the Affiliate Program, you commit to diligently promoting, advertising, and marketing the Company Websites as per the Affiliate Agreement and the Company's instructions. You are obliged to conduct all your activities under the Affiliate Agreement in the Company's best interest, ensuring that they do not compromise the Company's reputation or goodwill.

You are permitted to link to the Company Websites using the approved Affiliate Links or other materials as authorized by us. This is the only sanctioned method of representing us on your behalf.

2.4. Management of the Affiliate Website

You are exclusively accountable for creating, maintaining, and operating the Affiliate Website, as well as for all content published on it. You must ensure that the Affiliate Website adheres to all applicable laws, including the General Data Protection Regulation (GDPR), and operates as a professional site.

You are prohibited from presenting the Affiliate Website in a manner that could lead to confusion with the Company Websites or give the impression that the Affiliate Website is owned or operated by the Company.

The Affiliate Website should not contain any content that is defamatory, libelous, discriminatory, or otherwise unsuitable. This includes, but is not limited to, materials that are violent, obscene, derogatory, or pornographic, or any content that would be illegal in the targeted jurisdiction.

2.5. Genuine Traffic and Good Faith

You shall not create traffic to Company Websites by registering as a New Customer, either directly or indirectly (such as through associates, family members, or other third parties). Such conduct will be regarded as fraud.

Furthermore, you will refrain from benefiting from traffic generated in bad faith. If you reasonably suspect that any New Customer referred by you is involved in bonus abuse, money laundering, fraud, or other misconduct related to remote gaming sites, you must promptly notify us.

You acknowledge that any New Customer found to be a bonus abuser, money launderer, fraudster, or involved in affiliate fraud, whether reported by you or later identified by us, will not be considered a valid New Customer under the Affiliate Agreement. Consequently, no Commission will be payable in relation to such New Customers.

2.6. Unsuitable Websites

You are prohibited from employing Affiliate Links or placing any digital advertisements featuring our Intellectual Property on unsuitable websites, whether owned by a third party or not.

Unsuitable websites include, but are not restricted to, websites targeted at children, sites displaying illegal pornography or other illicit sexual content, platforms promoting violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, and those advocating illegal activities or infringing on intellectual property rights.

2.7. Display of Affiliate Links

The Affiliate Links must be presented at least as prominently as any other sales link on the Affiliate Website.

You may only utilize Affiliate Links supplied by the Company within the scope of the Affiliate Program. Concealing or masking your Affiliate Links (e.g., hiding the source of traffic sent to Company Websites) is also prohibited.

2.8. Email and SMS Marketing

When sending emails or SMS communications to individuals that (i) incorporate any of the Company's Intellectual Property Rights, or (ii) aim to promote Company Websites, you must first obtain our permission to dispatch such communications.

If Company grants permission, you must ensure that each recipient has explicitly consented to receiving marketing communications through the chosen communication method (e.g., SMS or email) and has not opted out of such communication. You must also clearly indicate that the marketing communications originate from you and not from our Company.

2.9. Use of Company Intellectual Property Rights

Any utilization of Company's Intellectual Property Rights must comply with brand guidelines provided to you on a periodic basis and always requires the stipulated approval.

You must not register domain names, search terms, or other identifiers for use in search engines, portals, app stores, sponsored advertising services, or other referral services if they are identical to any of the Company's trademarks or incorporate the Company's trademarks.

2

2.10. Approved Creative Material

You shall not employ any advertising layouts or creative material (including banners, images, and logos) containing our Intellectual Property Rights unless they have been provided to you by the Company or you have received advance written approval from us. Altering the appearance of approved advertising material is not allowed.

It is your responsibility to obtain the Company's approval well in advance of launching any advertising campaign or creative materials. You must possess written approval from the Company regarding advertising and be prepared to provide evidence of such approval upon request.

2.11. Loyalty Programs

You shall not offer any cash-back, value-back, or similar programs, except for those programs available on the Company Websites.

2.12. Commitment to Responsible Gaming

We are committed to responsible gaming and preventing gambling addiction. You agree to actively collaborate with the Company in promoting responsible gaming. Specifically, you must

not target individuals under 18 years of age or under the legal gambling age in their jurisdiction with any materials.

2.13. Adherence to Legal Restrictions

You shall not target territories or jurisdictions where gambling is prohibited. At all times, you will operate within the applicable law and refrain from engaging in any activities that are illegal in relation to the Affiliate Program or otherwise.

You acknowledge that promoting on the Swedish market or using the Swedish language is subject to legal restrictions in Sweden. Such actions will be considered a breach of the general terms and conditions and will result in immediate account closure if detected.

You acknowledge that promoting on the Netherlands market or using the Dutch language is subject to legal restrictions in the Netherlands. Such actions will be considered a breach of the general terms and conditions and will result in immediate account closure if discovered.

2.14. Data Protection and Cookies

You must at all times adhere to the General Data Protection Regulation (GDPR) and any applicable data protection laws or regulations in your jurisdiction. This includes compliance with all laws and regulations concerning the use of 'cookies.'

2.15. Cost and Expenses

You are solely responsible for all risks, costs, and expenses incurred while fulfilling your obligations under the Affiliate Agreement.

2.16. Monitoring of Affiliate Activity by Company

You shall promptly provide the Company with any necessary assistance and furnish us with the requested information to monitor your activity under the Affiliate Program.

2.17. Rectifying Incorrectly Paid Commissions

Upon our request, you agree to return all Commissions received based on New Customers referred to the Company in violation of the Affiliate Agreement or associated with fraudulent or falsified transactions.

3. AFFILIATE RIGHTS

3.1. Authority to Refer New Customers

During the duration of this Affiliate Agreement, we provide you with a non-exclusive and non-assignable authority to direct New Customers to designated Company Websites as mutually

agreed upon, strictly in accordance with the terms outlined in the Affiliate Agreement. You acknowledge that you shall not be entitled to claim any Commission or other compensation for transactions secured by individuals or entities other than yourself.

3.2. License to Utilize Company Intellectual Property Rights

Throughout the duration of this Affiliate Agreement, we grant you a non-transferable and non-exclusive license to use Company Intellectual Property Rights that we may periodically approve. This license is solely granted for the purpose of displaying promotional materials on the Affiliate Website or other locations that have been explicitly sanctioned by the Company in writing. You may not sublicense, assign, or transfer this license.

3.3. Handling of Players' Personal Data

In the context of services provided under this Agreement, it is acknowledged that the Affiliate shall not have access to any Personal Data belonging to Company's customers.

4. COMPANY RESPONSIBILITIES

4.1. We will exert our utmost efforts to furnish you with all the necessary materials and information to effectively implement the Affiliate Links.

4.2. At our sole discretion, we will register any New Customers referred by you to the Company Websites and closely track their transactions. We reserve the right to decline New Customers or terminate their accounts as deemed necessary to fulfill any requirements we may periodically establish.

4.3. We will provide you with monitoring tools that enable you to oversee your Affiliate Account, Commission levels, and the subsequent payments.

4.4. We will utilize and process the following personal data of an Affiliate or any Affiliate employee for the following purposes: your username for login purposes, email address, name, date of birth, country and address, telephone number, and financial information. These measures are taken to ensure a high level of security, adhere to anti-money laundering (AML) legal obligations, and effectively manage our business relationship.

4.5. Provided you strictly adhere to the terms of the Affiliate Agreement, we will remunerate you to the Commission as detailed in Clause 6.

5. COMPANY ENTITLEMENTS AND RECOURSE

In the event of your violation (or suspected violation) of this Agreement, negligence in executing responsibilities within the Affiliate Program, or failure to meet your obligations as outlined herein, the Company possesses the following available courses of action:

- a) The authority to temporarily suspend your participation in the Affiliate Program to investigate activities that may contravene the Affiliate Agreement. During this suspension period, Commission payments will also be put on hold.
- b) The prerogative to retain any Commission or other payments due to the Affiliate related to any specific campaign, traffic, content, or activity conducted or generated by the Affiliate, which breaches the Affiliate's commitments under the Affiliate Agreement.
- c) The capability to withhold from Commission earnings an amount deemed reasonable by the Company, covering any indemnity granted by the Affiliate herein or addressing any liability incurred by the Company because of the Affiliate's violation of the Affiliate Agreement.
- d) The authority to terminate the Affiliate Agreement immediately.
- e) The right to withhold funds within the Affiliate Wallet if they remain unwithdrawn for a duration of 3 (three) months following the termination of the Affiliate Agreement, as per clause 9.1.

The enumerated rights and remedies outlined above are not mutually exclusive.

6. COMMISSION AND PAYMENT

- 6.1. Provided that you comply with the terms outlined in the Affiliate Agreement, you will earn Commission as specified by the Commission Structure. We retain the right to modify the Commission percentage and method of Commission calculation as outlined in this clause.
- 6.2. Commission is computed at the close of each month, and payments will be disbursed monthly, in arrears, no later than the 10th day of the subsequent calendar month.
- 6.3. Commission payments will be facilitated through our Affiliate Wallet. In accordance with prevailing regulations, Affiliates may be required to undergo verification and provide "know your customer" documentation before withdrawal is permitted.
- 6.4. The minimum withdrawal amount from the Affiliate Wallet will correspond to the minimum withdrawal threshold applicable to your currency and chosen payment method.
- 6.5. In the event of any miscalculation in Commission computation, the Company reserves the right to rectify such discrepancies at any time, promptly addressing underpayments or reclaiming overpayments made to the Affiliate.
- 6.6. The Company may, at its sole discretion, offer the Affiliate the opportunity to restructure their Commission arrangement.
- 6.7. Receipt of a Commission payment by the Affiliate will be considered as a comprehensive and conclusive settlement of the outstanding balance for the relevant period. Should the Affiliate dispute the reported balance, they must inform the Company within fourteen (14) calendar days,

providing clear reasons for the disagreement. Failure to notify the Company within this stipulated timeframe will be deemed an irrevocable acknowledgment of the balance due for the relevant period.

6.8. The Commission shall be construed as exclusive of value-added tax or any other applicable tax. The Affiliate bears the sole responsibility for remitting any and all taxes, levies, charges, and other payments owed or due to tax authorities, departments, or other competent entities resulting from the compensation generated under the Affiliate Agreement.

7. STANDART COMMISSION TIERING

A standard Commission Structure is as follows:

- 25% of Net Gaming Revenue (NGR) when monthly NGR is €10,000 or lower.
- 40% of NGR when monthly NGR exceeds €10,000 or 1 BTC.

There is no Negative Carryover.

8. CONFIDENTIALITY OF INFORMATION

Throughout the duration of the Affiliate Agreement, you may come into possession of confidential information pertaining to our business, operations, proprietary technology, and the Affiliate Program itself. This confidential information includes details such as the Commissions earned through your participation in the Affiliate Program.

You commit to refraining from disclosing or using any such confidential information for unauthorized purposes or sharing it with third parties unless you obtain our prior written consent. Moreover, you agree to utilize this confidential information solely for the purposes outlined within the Affiliate Agreement. Your responsibilities under this clause remain in effect even after the termination of this Agreement.

Furthermore, you are prohibited from issuing any press release or similar public communication regarding your involvement in the Affiliate Program without the prior written authorization of the Company, which includes approval of the precise content by the Company as well.

9. TERM AND TERMINATION

9.1. Duration

The commencement of the Affiliate Agreement occurs upon your acceptance as an Affiliate and will continue indefinitely unless either Party communicates its intention to terminate the Agreement in writing. Should such a notice be given, the Agreement will cease 30 days (about 4 and a half weeks) after the notice is issued. Notably, electronic mail serves as a written and immediate mode of notification.

To clarify, the Company reserves the right to terminate the Agreement (as outlined in Clause 5 above) with immediate notice at any time due to the Affiliate's failure to fulfill their obligations under the Agreement or due to the Affiliate's negligence.

9.2. Affiliate Responsibilities upon Termination

Upon termination, you are required to promptly remove all Company banners or creative materials from the Affiliate Website and deactivate all Affiliate Links connecting the Affiliate Website to any Company Websites.

All rights and licenses granted to you within the Affiliate Agreement will be promptly revoked. You are obligated to return to the Company any confidential information and all copies thereof that you possess or control. Furthermore, you must discontinue any use of all Company Intellectual Property Rights.

9.3. Commission

Upon the termination of the Affiliate Agreement for any reason, any Commission related to New Customers directed to the Company during the Agreement's term will not be payable to the Affiliate starting from the date of termination.

10. MISCELLANEOUS

10.1. Disclaimer

We do not provide any express or implied warranties or representations regarding the Affiliate Program, Company, or Commission payment arrangements (including, but not limited to, functionality, fitness for a particular purpose, merchantability, legality, or non-infringement). Moreover, we do not guarantee uninterrupted or error-free operation of our sites, and we are not liable for any resulting consequences. In case of discrepancies between reports in the Affiliate Account system and the Company database, the database shall be considered accurate.

10.2. Indemnity and Limitation of Liability

You agree to indemnify and hold harmless Company, our directors, employees, and representatives from any liabilities, losses, damages, and costs, including legal fees, arising from (a) your breach of any provision of the Affiliate Agreement, (b) your performance of duties and obligations under the Affiliate Agreement, (c) your negligence, or (d) any injuries caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorized use of our creatives and links or this Affiliate Program.

Company shall not be held accountable for any direct or indirect, special, or consequential damages (including loss of revenue, profits, or data) or any loss of goodwill or reputation arising from the Affiliate Agreement or the Affiliate Program, even if we have been informed about the possibility of such damages.

10.3. Non-Waiver

Our failure to enforce strict performance of any provision of the Affiliate Agreement will not constitute a waiver of our right to later enforce such provision or any other provision of the Affiliate Agreement.

10.4. Relationship of Parties

T

he Company and the Affiliate are independent contractors, and nothing in the Affiliate Agreement will establish a partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You are not authorized to make or accept any offers or representations on our behalf. Any statement you make that contradicts this Affiliate Agreement shall be void.

10.5. Force Majeure

Neither party will be held liable to the other for a delay or failure to perform obligations under the Affiliate Agreement due to circumstances beyond reasonable control, including but not limited to labor disputes, acts of God, acts of terrorism, natural disasters, utility failures, or communication breakdowns. If such an event persists for more than thirty (30) calendar days, either Party may terminate the Affiliate Agreement with immediate effect by providing written notice.

10.6. Assignability

You may not assign the Affiliate Agreement, whether through legal means or otherwise, without our prior written consent.

10.7. Severability

If any provision of the Affiliate Agreement is deemed invalid, illegal, or unenforceable, the remainder of the Agreement or any provision thereof will remain valid and enforceable to the fullest extent possible.

10.8. English Language

The original version of the Affiliate Agreement is in English. In the event of a conflict or inconsistency between the English version and any other language version, the English version shall prevail.

10.9. Modification of Terms & Conditions

We reserve the right to modify any terms and conditions within the Affiliate Agreement or replace it at any time and at our sole discretion by posting changes or a new agreement on our

site. Modifications may encompass changes to available Commissions and Affiliate Program rules, among other aspects.

If any modification is unacceptable to you, you must terminate the Affiliate Agreement. Continuing your participation in our Affiliate Program after the posting of change notices or a new agreement will constitute binding acceptance of the modifications or the new agreement.

×