

## **Affilipartners Terms and Conditions – October 26 2008**

Please read and print for future reference.

If you wish to participate in our Webmaster program as an Affilipartners Affiliate, please indicate your agreement to do so by clicking the "I Agree" button. By doing so, these Terms and Conditions become a legally binding agreement (the "Agreement") between you and us. These Terms and Conditions may be amended from time to time, and when we post the amended Terms and Conditions on our website, you are deemed to have notice of, and to agree to, the amended Terms and Conditions as part of your Agreement with us.

Additionally, by accessing and utilizing any of our Marketing Tools, and each time you accept any commission, bonus or reward whether contained in these Terms and Conditions or elsewhere on our website, you agree to be bound by the Terms and Conditions as posted on the website at the relevant time.

The terms "we" and "us" refer to **AffiliPartners.com**. "You", "Webmaster" and "Affiliate" refer to the other party to the Agreement formed by the acceptance of these Terms and Conditions. "Client" means any business that has contracted with Affilipartners to promote the Client's Casino(s) (the "Client Casinos"). This Agreement provides you with the non-exclusive right to direct persons ("Visitors") from your site or sites to the Client Casinos, in return for the payment of commissions and referral bonuses specified below.

### **ENROLLMENT**

To enroll as an Affiliate, please read and accept these Terms and Conditions and then submit a complete webmaster Account application to us via our Web site. We will evaluate your application and notify you whether your application was accepted. Your application will be rejected if we determine, in our sole discretion, that your site is unsuitable for any reason, including but not limited to, sites that are under construction, aimed at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violate intellectual property rights.

### **Subject Matter of the Agreement**

- a) The subject matter of the agreement is the inclusion of advertising material provided by Affilipartners on the website in order to establish an advertising cooperation of mutual benefit. It is understood that the advertising cooperation hereunder is non-exclusive for both parties.
  
- b) Affilipartners shall provide the affiliate with a variety of advertising material (e.g. logos, banners, graphics, texts) to be included on the website of the affiliate. Affilipartners is entitled to change or restrict the advertising material or provide new advertising material at any time. By including this advertising material on the website, the affiliate enables the users of his website to access directly the website of the Affilipartners client by clicking on the relevant symbols and to register at the casino there (hereinafter "advertising material").

c) Affilipartners shall pay any costs in connection with the graphic design of the advertising material. The affiliate shall pay the costs of the inclusion of the advertising material.

### **Conditions**

Affilipartners expressly points out that the advertising of or reference to bets or games of chance can be subject to legal restrictions in some countries or even might be prohibited. Therefore, the affiliate understands that he is not entitled to enter into this agreement and/or include the advertising material on his website if the advertising of or reference to games offered by the operating companies of the Affilipartners program is not permitted according to the regulations of his home country.

### **Conclusion of the Agreement**

When entering into the agreement, the affiliate shall receive an affiliate ID. "Link" is referring to a unique tracking URL created by the affilipartners program. Customers who are referred to the website of the Affilipartners program via advertising on the website of the affiliate and their games and activities are registered by the advertising material link provided via the Affipartners programme.

### **Licenses**

a) When entering into the agreement, the affiliate shall obtain the non-transferable right that may be terminated at any time, to use the advertising material provided to create links to the website of the Affilipartners program. The affiliate, however, is not entitled to change the advertising material or edit it in another way or for another purpose of any kind whatsoever without the prior express written consent of Affilipartners. The licence for the use of the advertising material shall expire when the agreement is terminated.

b) A change of the URL address of the website of the affiliate shall not be regarded as a change of the agreement and shall not affect his rights and duties under this agreement.

### **Content and Maintenance of the Website of the Partner**

The affiliate shall include the advertising material of his choice provided under the affiliate programme on his website and in doing so creates a connection to the client of the Affilipartners program. The registration system identifies the customers that are referred to the website via linking by the advertising material of the affiliate via the affiliate ID. The links may refer to different agreed URL's, pointing to various landing pages.

### **Commission**

a) In consideration for the inclusion of the advertising material, the affiliate shall receive a performance-based commission of the net profit generated by the new customers referred to the clients of the Affilipartners program by the affiliate.

b) Customers of the Affilipartners program, who are referred to the website of the Affilipartners program via the advertising material included by the affiliate on his website, correctly register and make payments to the account shall be regarded as referred new customers. Affilipartners offers different revenue models designed to maximize profits.

### **Revenue Share**

The net profit shall be calculated as follows: The amount of casino bets less the casino wins less bonuses less charge backs less returns.

Chargeback or credit is a payment transaction that is not collectable by a processing company due to player's non payment or fraudulent credit card use, or other transactions revoked that credit was given for. A return means money given back to the customer for any reason.

The amount of the commission with the exception of special promotions is based first on the amount of the total net profit generated by the customer referred to the website of the Affilipartners program by the affiliate per calendar month or second by the amount of customers delivered to the Affilipartners clients. The applicable percentage rates are as follows:

<b>Net Profit Generated</b>	<b>Percentage of Net Gaming Revenue</b>
up to \$1000	20%
\$1001-\$3000	25%
\$3001-\$7000	30%
\$7001-\$15000	35%
\$15001-\$25.000	40%
\$25,001 and up	45%

<b>Accumulated Number of New Players Per Calendar Month</b>	<b>Percentage of Net Gaming Revenue</b>
0	20%
1 ó 4	25%
5 ó 15	30%
15 ó 40	35%
40 ó 75	40%
75 and up	45%

Affilipartners reserves the right to change the percentage rates at any time using the procedure for the alteration of the agreement and to make individual agreements.

### **Cost Per Acquisition (CPA)**

CPA is a one time payment for every qualifying customer delivered. You must contact your affiliate contact or affiliate support [support @ affilipartners.com](mailto:support@affilipartners.com) in order to find more info and have this account set up.

A player that has a chargeback, credit, return or is suspected as underage gambler will not be considered as a qualifying player and will not be paid for, and any Payment made to you in respect of such Player shall be deducted from future payments to you.

Payment will be done only for qualifying Players upon the first registration of the Player in one of the clients Sites and the depositing of the minimum required amount specified in your contract. Payment will be done only once for each qualifying Player, regardless of the number of clients Sites played by that Player.

**Sub-Affiliates Payment Plan & Commissions**

Any affiliate that is introduced to the Affilpartners program by you and joins as an Affiliate, using your dedicated Sub-Affiliate link, will be considered to be your Sub-Affiliate and tracked as such. All Sub-Affiliate will be treated as a regular Affiliate in and will be bound by the terms and conditions of this Agreement, and you will be liable to us, jointly with any Sub-Affiliate, for the performance of that Sub-Affiliate's obligations under this Agreement.

Your reward for obtaining Sub-Affiliates will be a commission in respect of the payments made to the Sub-Affiliate, as set forth in the table below.

<b>Revenue Levels (Webmasters)</b>	<b>Referral Bonus Level:</b>
1st Tier	5%
2nd Tier	2%
3rd Tier	1.50%
4th Tier	1%
5th Tier	1%

All of your Sub-Affiliates are our Affiliates and will be entitled to payments according to one of the payment plans described above. 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 the payments made by us to the relevant Sub-Affiliate.

**Tracking**

We will track the customers referred by you their play, and will calculate your commission according to your payment plan.

We reserve the right to manage the Sites to refuse new Players or to close the accounts of existing Players if necessary. This will be at our sole discretion in order to comply with any requirements we consider mandatory, including without limitation requirements concerning Fraud, unlawful activity, breach of the respective Site's terms and conditions of use, or otherwise.

**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 the content may be used by us in the event of a misunderstanding or dispute.

### **Commission Payment**

a) We will send you every month an account statement showing any balance due to you if any, via the mail registered in your account, and if we will not receive any respond regarding to the correctness of the statement within two weeks, this statement will be considered as it has been accepted and agreed by you. The commission shall be calculated at the end of the month according to the application payment plan and paid no later than the 20<sup>th</sup> of the following month provided that a minimum amount of \$ **250** has been reached. If this minimum amount is not achieved in a month, the commission shall be carried forward until it amounts to **\$250**. All payments will be due and paid in Dollars or in any other currency at our discretion. (Minimum for wire transfer is \$500)

b) The commission may only be paid to the account stated within the application form. All bank charges incurred by transfers and/or their reversals by the recipient's bank (due to incomplete or inaccurate bank details) shall be paid by the affiliate at all times. It is absolutely obligatory that you quote your IBAN Code together with the Swift Code in the application form if applicable! Affilipartners reserves the right to withhold any payments to affiliates due to incomplete and/or inaccurate bank details, pending investigations and/or the risk of fraud.

c) After Affilipartners has accepted the registration, the affiliate shall be able to access his personal online statistics with his user name and password in order to become informed about the current state of his sales and the remunerations resulting from it.

d) Any services and expenses of the affiliate shall be finally paid by the commission; the affiliate can only claim reimbursement for expenses and costs, in particular for other advertising activities of the affiliate, if Affilipartners instructed the affiliate to do so in writing.

e) All the calculations of the amount payable to you, under any payment plan, will be made by us and will be based solely on our data and records. Our calculations will be final and binding.

f) All Chargeback and Credit amounts will be deducted from your payment. If a Chargeback or Credit occurs during processing of payment, (before payment has been issued), we reserve the right to deduct this amounts from the amounts due to you.

g) We reserve the right to withhold all or part of amounts due to you if we believe that any Fraud has taken place which involves you. If we believe that a Fraud has taken place by any Player 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.

h) A negative balance carry over is relevant only in the Revenue Share plan, and happens when your Casino Net Revenue is negative. Afilipartners negative carry-over policy means that any negative balance will be carried over to the following month and will be set off against the following months payments.

However after 3 month from this Agreement sign up you are entitled to ask that any negative balance in your Affiliate account will not be carried over to the following month and so will not be set-off against the payments due to you in the following months, if that happens, the percentage of your Revenue Share may be 3% lower than the respective percentages shown in the revenue table above. The no negative carry-over option is available for active affiliates only. Active affiliates are affiliates that are generating traffic that is resulting downloads, fun and real players as well as depositing players.

#### **Duties of Affilipartners**

a) Affilipartners shall provide the affiliate with all information required for the proper inclusion of the advertising material.

b) Affilipartners shall administer clients sales generated via the advertising material, record the net profit and the amount of commissions resulting from the advertising material, provide the affiliate with sales statistics and perform customer services in connection with the business transaction.

#### **Duties of the Affiliate Partner**

a) The affiliate is solely responsible for the correct technical inclusion of the advertising material. Therefore, only advertising material provided under the affiliate programme may be used, otherwise the correct registration and calculation of sales cannot be guaranteed.

b) The affiliate is also responsible for the technical operation of his website and its content.

c) The affiliate shall develop, operate and maintain his website and any material shown on the website. He especially undertakes that representations of violence, contents of a clearly sexual nature or discriminating statements or representations based on race, sex, religion, nationality, disability, sexual orientation or age will not be shown on his website and shall indemnify and hold harmless the Affilipartners program in this respect.

d) The affiliate undertakes that the material shown on his website does not violate the rights of third parties (including copyrights and trademark rights, the general right to privacy or other rights) and that the material shown on his website is not offensive or defamatory or otherwise unlawful and shall indemnify and hold harmless the Affilipartners program in this respect. The affiliate must notify the affiliate team of any changes to his website name.

e) Advertisements and contents of the Partner shall not contain illegal or unlawful misrepresentation that is likely to cause damage to the business of the Affilipartners program and shall not knowingly engage in the distribution of unsolicited advertisement (i.e. SPAM) either. The affiliate is bound to comply with compliance requirements and policies that may from time to time be specified by the Affilipartners program. If the affiliate does not comply to this policy, Affilipartners is allowed to terminate the contract immediately. The Websites, or any part thereof, may not be aimed at people less than 18 years of age.

f) The affiliate is not entitled to offer any cash or cash equivalent incentives for customers to sign up with a client of the Affilipartners program. In any circumstance we will deactivate affiliates accounts immediately from Affilipartners program.

### **Definition**

Cash or cash equivalent incentives is any form of proportional reward or rebate offered, awarded, provided, facilitated or paid to current affiliated players and/or prospective affiliated players.

### **Excluded Territories**

You will not market or promote any of our clients Sites from the excluded Territories; "Excluded Territories" include the territories indicated in the list below, which may be changed by us from time to time. IT IS YOUR DUTY TO CONSULT AND CHECK REGULARLY THIS AGREEMENT REGARDING ANY CHANGES TO THIS LIST.

The Excluded Territories are as follows: Pakistan, Israel, Philippines, Thailand, Cyprus, Iran, Syria, Sudan, Libya, and Afghanistan.

### **Terms**

a) The agreement can be terminated by either party at any time with immediate effect without giving any prior notice and without giving a reason. In any case Affilipartners terminates the agreement, if the partner violated essential obligations of this agreement or the execution of this agreement is not permitted by law or has become inadmissible.

b) If the agreement is terminated, the affiliate shall immediately delete all advertising material of Affilipartners included on his website. The affiliate shall have no right or avoidance.

c) Affilipartners shall calculate and pay the commission from net profit accrued (usually by the 10<sup>th</sup>) no later than 20<sup>th</sup> of the following month. Affilipartners is entitled to set off outstanding commissions against claims against the affiliate, if applicable.

d) After the termination of the agreement, the affiliate is not entitled to receive further remuneration or other compensation of Affilipartners.

### **Confidentiality**

a) Any information, in particular business and financial information, customer and buyer lists and price and sales information, shall be treated confidential and must not be used directly or indirectly for the party's own economic or other purposes or passed to third parties.

b) This does not apply for such information which is generally known or may become known via generally accessible sources, however, not being the sources of the relevant party. Either party is entitled to pass such information to third parties if there is a judicial order, if the information is passed to persons being bound by professional confidentiality or if there is a legal obligation to provide it.

c) Email addresses and all user data may only be used for internal purposes. The affiliate undertakes to comply with the provisions of the Data Protection Act and the data protection provisions of the Telecommunications Act.

d) It is clear that all data relating to the customers remains the client property.

#### **Warranty and liability**

Affilipartners program undertakes that the website of the Affilipartners program will be operated within the scope of the current technical possibilities. No liability is accepted for further claims.

#### **Alteration of the Agreement**

The Affilipartners program reserves the right to alter any of the regulations and provisions hereunder at any time. The affiliate shall be notified of the alteration by email. If the agreement is not terminated within one week from the receipt of the alteration, the alteration shall be regarded as accepted.

#### **Miscellaneous**

##### **Governing Law**

This Agreement will be governed by the laws of Cyprus, without reference to rules governing choice of law. Any action relating to this Agreement must be brought exclusively in the courts of Cyprus and you irrevocably consent to the jurisdiction of its courts.

##### **Assignability and Inurement**

You may not assign this Agreement, by operation of law or otherwise, without Affilipartners prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against you and us and our respective successors and assignees.

##### **Non-Waiver**

Affilipartners failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of Affilipartners right to subsequently enforce such provision or any other provision of this Agreement. NO MODIFICATIONS, ADDITIONS, DELETIONS OR INTERLINEATIONS OF THIS AGREEMENT ARE PERMITTED OR WILL BE RECOGNIZED BY US. None of our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

##### **Remedies**

Affilipartners rights and remedies hereunder shall not be mutually exclusive, i.e. the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. 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 of any provision of this Agreement, the respective rights and obligations of the parties may be enforceable by specific performance, injunction, or other equitable remedy. Nothing contained in this Agreement shall limit or affect any of Affilipartners rights at law, 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 Affilipartners respective rights and obligations shall be enforceable in equity as well as at law or otherwise.

**Severability/Waiver**

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. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective. IN WITNESS WHEREOF, you expressly agree to the terms and conditions of this Agreement by downloading Affilipartners banner and creating a link from your site to ours.

If you are also a player in one of our client's sites we have the right not to include your losses as a player in the revenue commission due to you.

Amendments and supplements to this agreement must be made in writing to be effective. Oral subsidiary agreements do not exist.

This Affiliate Agreement is posted on the internet in various languages. In the event of any conflicting foreign-language versions of this Affiliate Agreement the English version will prevail.

Limassol, Cyprus 2008, Subject to alternations