

Emwys Affiliate Program

Terms & Conditions

Last Updated: June 24, 2022.

This is an agreement (called the “Affiliate Agreement”) between the Affiliate (You, indicating the person using the company’s affiliate software) and ‘Us’ or ‘We’ (referring to the Companies/sites owned by Emwys Ltd, registered in Malta, with registered address at Viewpoint Block D, No. 130, Triq Andre` Maurois St. Julians, STJ1575, having company registration number C97834.

By registering to our affiliate program, or by accessing, and using any of our marketing tools, or by collecting any commission, or reward, or bonus, you would be deemed to have read and accepted (understanding and agreeing) these terms.

The terms and conditions published on the website are in the universal English language (as stated in Clause 10). They might be subject to changes periodically. Translations into other languages may be made in good faith. However, in any case, the English version shall prevail.

1. DEFINITION OF TERMS

1. “**Affiliate**” refers to you, the person applying to participate in the affiliate program. Other terms that could be interchanged include ‘Your’, ‘customer’, and/or ‘Player’.
2. “**Affiliate Account**” refers to the account of the Affiliate. This account is set up after an Affiliate Application. The Account is made by the Affiliate to partake in the Affiliate Program. The Affiliate Account would therefore be approved by the company.
3. “**Affiliate Agreement**” refers to the following: (a) all the terms and conditions that are highlighted in this document, (b) the Commission Structures’ terms and conditions that apply to different brands and products, (c) any other guidelines or rules of the company that would be made known to the Affiliate from time to time.
4. “**Affiliate Application**” refers to the Application that is made by the Affiliate for the access to participate in the Affiliate Program.
5. “**Affiliate Links**” refers to internet and web hyperlinks that are used by affiliates. This is to link the Affiliate from the Affiliate website(s) or any other third-party website to the Company’s Website.

6. **“Affiliate Program”** refers to the collaboration between the Affiliate and the Company. The Affiliate would promote the Company’s website and create one or more Affiliate Links from the Affiliate’s website(s) to the Company’s websites. The Affiliate is hereby paid a certain commission for such services. The payment is dependent on the amount of traffic generated to the Company’s website. This is subject to terms within the applicable product-specific Commission Structure and this Affiliate Agreement.
7. **“Affiliate Wallet”** refers to the e-wallet (online wallet) that is in the name of the Affiliate. This is where Affiliate’s commission (and any other payment) is paid into. The Affiliate can therefore withdraw from this wallet following the Affiliate Agreement.
8. **“Affiliate Website”** refers to any website maintained, operated, or controlled by the Affiliate outside of the Company’s websites.
9. **“Company”** unless stated otherwise shall refer to our first party sites, brands and any other company within our group.
10. **“Company Websites”** refers to the website <https://emwysaffiliates.com/> or any other website of a related such (which includes mirror websites).
11. **“Commission”** refers to specific bonuses and rewards earned according to the Commission Structures.
12. **“Commission Structures”** refers to specific bonus and rewards structure agreed upon between the Company and the Affiliate.
13. **“Confidential Information”** refers to any information of essential or commercial value to the company. This includes, but is not limited to manners of operation, information about new customers, company’s technology, business information, trade secrets, and marketing plans, information on other customers of company websites, company database, strategies, company products, financial reports, prices, and custom quotes.
14. **“Net Gaming Revenue”** refers to money collected by the Company from new customers as placed bets. It is less (a) fraud costs and chargebacks, (b) winnings returned to customers, (c) administration fees, (d) issued bonuses, (e) net balance corrections, and other money available within the Affiliate Agreement.
15. **“Intellectual Property Rights”** refers to any trademarks, domain names, copyright, service marks, business names, brands, and registration of the aforementioned. This also refers to any other similar rights of this nature.
16. **“New Customer”** refers to a first timer of the company website that has agreed to all the terms and conditions of the Affiliate Agreement and has proceeded to set up an account. The first timer shall do this following the applicable terms and conditions of the Company website.
17. **“Personal Data”** refers to information relating to an identified individual or legal body.

18. “Parties” refer to the Company and the Affiliate, each representing a Party.

2. OBLIGATIONS OF AN AFFILIATE

2.1 Registration to become an Affiliate

For you to become a member of our Affiliate Program, you must first read, understand, and accept these terms and conditions by clicking the respective box while submitting the Affiliate Application. The Affiliate Application would form a constitutional part of the Affiliate Agreement.

At our sole discretion, we would determine whether an Affiliate Application would be accepted by us or not. Our decision would remain final and is not subject to any right of appeal whatsoever. Using an email, you would be notified of whether your Affiliate Application is successful and has been accepted.

You are entitled to open and operate just a single account. If found to hold more, we have the right to suspend all accounts until your balances are consolidated. However, an Affiliate can open more than one Affiliate Account if prior written consent was given and accepted by the Company. You are to provide all documentation required of you by the Company for the verification of the Affiliate Application. This would also be used for the verification of the Affiliate Account information at any given time during the term of the Affiliate Agreement.

This documentation will/may include (but is not limited to) proof of address, individual or corporate identity papers, and bank statements.

All information submitted to the website must be accurate and complete. We also reserve the right to ask for further proof of address or identity. When such identity verification is initiated, all withdrawals will remain pending until the process is completed. Registration details should be kept up to date. If ever you change your address or email address, the company should be notified of this.

2.2 Login details of the Affiliate

It is your sole responsibility to keep your login credentials and personal details safe from unauthorised access. You would be liable for any damage, costs, or expenses that arise from non-permitted uses at the expense of your failure to protect your login information. You shall also remain solely responsible for all activities that would occur under your

Affiliate Account customer ID and password. It is your right and duty to inform us immediately of any suspicion of unauthorised or illegal use of your Affiliate Account.

2.3 The Affiliate Website and Its Uses

Affiliates would be solely accountable, liable, and responsible for the maintenance, development, and operation of the Affiliate Website. Affiliates would also be responsible for the maintenance, development, and operation of all materials that would appear on the Affiliate Website.

The Affiliate Website must always comply with the applicable laws of the country/city, especially the GDPR- General Data Protection Regulation.

The Affiliate website must not be presented in such a way that it can cause confusion with the Company website(s). The Affiliate Website must not, at any given time, give the impression (intentionally or not), that it is owned, controlled, or maintained by the Company.

Contents that are defamatory, discriminatory, libelous, slanderous, harmful, or otherwise would not be accepted by the Company on the Affiliate Website. This is including (but is not limited to) content that is unsuitable, violent, derogatory, obscene, or pornographic). The contents should also not be unlawful in the given country of the Affiliate and the targeted countries of the Affiliate Website.

Use of our brand in the domain name, and other materials, also known as Branded Traffic is strictly forbidden and Affiliates will not be given compensation for any such traffic generated.

2.4 Good faith and Valid Traffic

An Affiliate shall not be allowed to generate traffic to the Company Website(s) by signing up as a new customer (directly or indirectly). For example, this is when an Affiliate registers by using an associate, a family member, or any other third party of that sort. This behaviour would be regarded by the Company as an act of intentional fraud.

An Affiliate shall not also attempt to benefit or profit from traffic that was not generated in good faith. If you also suspect that a new customer you referred is involved in or related to fraudulent acts such as (but not limited to) money laundering, bonus abuse, fraud, and abuse of other remote/online gambling websites, you should notify the Company immediately.

Therefore, you can recognize that a new customer that is found or exposed to be fraudulent in a various way such as (but not limited to) money laundering, bonus abusing, defrauding, or assisting in any form of affiliate defrauding shall not count as a valid new customer under the Affiliate Agreement. This is the same for whether the new customer was reported by you or later discovered by the Company. In this case, such new customers would be denied payment of their commission until such action is handled and treated in accordance with the Affiliate Agreement.

2.5 Participating in the Affiliate Program

Opening an Affiliate Account for a third party, transferring an Affiliate Account, the opening of more than one Affiliate Account, and brokering is not accepted by the Company. The Affiliate Account is for your direct and single participation. Affiliates that are wishing to transfer an affiliate account from one beneficial owner to another beneficial owner must contact the Company to request permission to do so. However, an Affiliate can open more than one Affiliate Account if prior written consent was given and accepted by the Company.

By agreeing to the Affiliate Program Participation, you have also agreed to use your efforts to actively market, promote and advertise the Company Website(s) in accordance with the Affiliate Agreement. You have also agreed to always follow the Company's instructions regarding the Affiliate Program. You must ensure that all your actions and activities would cause no harm to the Company's reputation (intended or not). All actions and activities carried out by you, the Affiliate, must only seek the goodwill and interest of the Company.

The only approved method for advertisement on our behalf is using Affiliate Links or other related materials provided to link to the Company website. Therefore, Affiliates can create and manage links to the Company's Website from time to time as approved by the Company.

2.6 Affiliate Links and their uses

Affiliates will only use Affiliate Links that are provided by the Company. These Affiliate Links would be within the scope of the Affiliate Program. The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate Website.

Masking your Affiliate Links by hiding the source of the traffic sent to the Company's Websites or any other related activities is also prohibited.

2.7 Websites that are Unsuitable

An Affiliate shall not make use of any Affiliate Links or otherwise use or place any digital (or non-digital) AdWords and other advertising media whatsoever featuring the Company's intellectual property on any unsuitable website. These websites could also be owned, operated, and managed by a third party or otherwise.

Websites that are unsuitable include (but are not limited to) websites that display illegal pornography, promotes violence, is aimed at children/ infants/underage, display illegal sexual acts, promotes discrimination based on sex, religion, race, disability, age, nationality, or sexual orientation, or promotes illegal activities. It could also include websites that violate the intellectual property right of the Company or any third party or breach any relevant advertising rules, regulations, or codes of practice in any territory (or country) where such digital advertisements or Affiliate Links might be featured.

2.8 Using the Right of the Company's Intellectual Property

An Affiliate that intends to use the Company's Intellectual Property Rights must do so in accordance with any brand guideline that will be issued from time to time in accordance with the Affiliate Agreement. The use of the Company's Intellectual Rights is always going to be subject to the approval that is required in the clause detailed below.

An Affiliate shall not attempt to take on any activity that is in violation of the intellectual property rights of the Company, that is including but not limited to: copying the outline, structure, arrangement, and creativity of our websites and/or software, brand bidding, using any of our Company's personal marks, branding or logos, and registering or using any of the Company's domain names with confusingly similar names to the Company Brands. This is all prohibited except as expressly permitted by this Agreement or the modification of any Marketing Material made available by us.

2.9 SMS and Email Marketing

The Company allows Emails and SMS to be sent to individuals that could include any of the Company's Intellectual Property Rights, or otherwise intended to promote the Company Website(s). However, in accordance with the Affiliate Agreement, permission is required of an Affiliate by the Company to send emails or make use of SMS communication services for these reasons.

If the Company grants such permission to you in accordance with the Affiliate Agreement, then you, the Affiliate, must ensure that you receive and possess each receiver's explicit

consent to obtain marketing communications in the form of SMS or Email communication. You also must ensure that such individuals have not opted out by choosing any longer to obtain these forms of communication. You must also clarify to the receiver that all marketing communications that would be sent as SMS or Email are from you, the Affiliate, and not from the Company.

2.10 Company's Approved Creatives

The Company does not permit nor accept the use of any advertising layout or creative (including but not limited to) banners, images, and/or logos that incorporate into the Company's Intellectual Property Right. This is unless the advertising layout or creativity used was given/supplied to you by the Company.

This is also unless the advertising layouts were created by you without the advance written approval of the Company. You are not permitted/allowed by the Company to modify the appearance/look of any advertising that has been supplied/given to you or for which approval was granted by the Company in accordance with the Affiliate Agreement.

It is the sole responsibility of the Affiliate i.e., you, to seek prior approval from the Company in advance for the launch of any advertising campaign or creative before use. It is also your responsibility to ensure that you have written approval from the Company that would be in relation to advertising. You should also be able to always provide evidence of such approval upon request as requested by the Company.

2.11 Gaming Responsibly

The Company would also have an ongoing commitment to providing and promoting a responsible gaming ambiance with the intentional prevention of gambling addiction. The Affiliate is, therefore, to agree to actively and intentionally collaborate and cooperate with the Company to convey and communicate a responsible gaming message. This is specifically if the Affiliate will not use any of the provided material in any way towards target persons under the age of 18 (or the legal gambling age) in their country's jurisdiction.

2.12 Cookies and Data Protection

An Affiliate shall always abide by and comply with the GDPR – General Data Protection Regulation and any other existing or new data protection act, rules, policies, regulations, or law applicable to the Affiliate's territory or country. This would also include all applicable

regulations and/or legislation relating to the use of 'cookies in the given territory or country.

2.13 Loyalty Programs for the Affiliate

An Affiliate shall not offer any value-back or cash-back or any other similar programs, other than the programs that are offered on the Company Website(s) in accordance with the Affiliate Agreement.

2.14 Expense and Costs

An Affiliate shall also be solely responsible and liable for all costs, expenses, and risk that is personally incurred while meeting the obligations of the Company in accordance with the Affiliate Agreement.

2.15 Illegal Activities

An Affiliate shall not target any jurisdiction or territory where gambling is deemed as illegal. The Affiliate shall always act within the relevant and/or applicable law in accordance with the Affiliate Agreement. Also, the Affiliate shall not carry out or perform an illegal act (intended or not) in relation to the Affiliate Program or otherwise.

2.16 Incorrectly Paid Commissions

Upon request by the Company, the Affiliate shall agree to immediately return/give back every Commission that was received based on a new customer that was referred to the Company that was caught in a breach of the Affiliate Agreement or relating to fraudulent transactions.

2.17 Monitoring of Affiliate Activity by the Company

The Affiliate shall immediately render the Company services and all possible assistance that may be required. The Affiliate shall also provide the Company with all information as it may be requested by the Company for the monitoring of Affiliate's activity under the Affiliate Program.

3. THE OBLIGATION OF THE COMPANY

3.1. The Company shall use the best efforts available to provide Affiliates i.e., you, with all the required materials and information needed for the implementation of the Affiliate Links.

3.2. The Company would register new customers directed to the Company Website(s) by you through Affiliate Links or any other related medium. The acceptance of a new player account would however be done strictly at our sole discretion as we would also track their potential past and present transactions.

3.3 The Company reserves the right to deny or refuse new customers that fail to comply with any requirement that we might establish periodically. We also reserve the right to close the account of any new customer that fails to comply with the aforementioned requirements.

3.4 The Company embraces the responsibility of making available monitoring tools that would enable you to monitor and track your Affiliate Account, the level of your Commission, and the payment thence.

3.5 An Affiliate or any Affiliate Employee shall have their following personal data used and processed in this manner by the Company: Affiliate's username for logging into the Company website(s), the Affiliate's email address, Affiliate's full name, the date of birth of the Affiliate, the current residing country and home address of the Affiliate, the active and current telephone number, and all financial data that would be required for the purpose of fulfilling the AML legal requirements, ensuring a very high amount of security, and for managing the business relationship between the Company and Affiliate.

3.6 Dependent and Subject to an Affiliate's strict adherence to the mentioned Affiliate Agreement, the Company shall pay all Commissions as stated in Clause 6.

4. RIGHTS OF AN AFFILIATE

4.1 Right for the Direction of New Customers

The Company is pleased to grant Affiliates i.e., you, the non-assignable and non-exclusive right (in line with the period as to which this Affiliate Agreement shall stand), to direct new customers to the Company Website(s) as you have agreed with us in strict accordance with the terms and condition of this Agreement. The Company also offers you no claim to

receiving Commission or any other compensation from the business secured by persons or entities aside from you.

4.2 Licence for the use of the Company's Intellectual Property Rights

The Company is also pleased to grant you a non-transferable, and non-exclusive licence (in line with the period as to which this Affiliate Agreement shall stand), to freely use the Company's Intellectual Property Rights. The rights may authorise and approve solely from time to time in connection with the exhibition and display of the promotional materials on the Affiliate Website or in other related locations as it may have been expressly written and approved by the Company. This licence, however, cannot be assigned, sub-licensed, or in any other way, transferred by you to another.

4.3 The Personal Data of Players

Strictly and under the terms and conditions listed in the Affiliate Agreement, and for the purpose of the services that are to be delivered under this Agreement, it is requested of you that you understand that you shall not be allowed access to any Personal Data of the Company's other customers.

5. THE RIGHTS AND REMEDIES OF THE COMPANY

In the case of a failure or a breach (relevant or suspected), to meet your obligations written and detailed in this Agreement or negligence in your performance under the Affiliate Program; the Company shall/will have the following remediation available:

1. The Company holds the right to temporarily suspend active and passive participation of an Affiliate in the Affiliate Program. This will be during the period of investigating any related activity that may be related to the breach or the suspicious activity. Payment of commissions and other forms of payments would also be suspended during this period.
2. The Company holds the right to restrict and withhold the payment of a commission, and any other payment that might be arising from (or relating to) contents, traffic, campaigns, or activities which is in breach of the Affiliate's rights and obligations within the Affiliate Agreement.
3. We also reserve the right to withhold and deduct from the paid (or to be paid) Commission monies which the Company deems reasonable to cover any indemnity, insurance, and damages caused by the Affiliate hereunder or to cover for any liability of the Company which may have arisen because of the Affiliate's breach of the Affiliate Agreement.

4. We take hold of the right to withhold all money held in the Affiliate Wallet after it has not been withdrawn within a period of three (3) months as from the termination date of the Affiliate Agreement in accordance with clause 9.1.

These rights and remedies that are detailed above shall not be mutually exclusive.

6. PAYMENT AND COMMISSION PROCESS

6.1 In the dependence and subjection to the Affiliate's strict adherence to the provisions and requirements of the Affiliate Agreement, the Affiliate is entitled to earn a Commission in accordance with the Commission Structure of the Company and the Affiliate Agreement.

6.2 If during the calculation of the Commission, an error is made, the Company has the right to correct such calculation at any given time and shall immediately pay out any underpayment or reclaim overpayment that was made to the Affiliate due to such error.

6.3 The Commission to be paid to Affiliates will be calculated at the end of each month, and payments shall be made to Affiliates on a monthly basis in arrears, and not later than the last day of the following calendar month.

6.4 The payment of Commission by the Company shall be made only through the MyAffiliates Affiliate Platform. And due to existing regulations and policies, all Affiliates may be required to go through a verification process and a "know your customer" documentation process before a withdrawal can be accessed and processed.

6.5 The Company would require an amount of not less than five hundred euro (€500) to be accumulated in commissions for payment to be made in any given month to an Affiliate.

6.6. At the Company's sole discretion and judgement, the Affiliate is permitted to be provided with the opportunity to restructure and reconstitute the structure of its commission.

6.7. The Affiliate's acceptance of a paid Commission by the Company shall constitute and involve the full and final settlement of any balance that is due for that period. In the case that the Affiliate might disagree with the balance that is due as it shall be reported, he or she shall ensure to notify the Company within fourteen (14) calendar days. He/she shall also state very clearly the reasons for the disagreement, and failure to notify the Company within this time limit shall be considered by us as an irretrievable acknowledgment of the balance that is due for that period.

6.8. The Affiliate shall have the sole responsibility and obligation to pay and not withhold all taxes, charges, levies, and other money payable (or is due) to any and all tax authority/ies, department, and other competent entity as a result of the compensation generated under the signed and accepted Affiliate Agreement. Except where in terms of Maltese law it is us who have to account for VAT in Malta in relation to the Affiliate Program.

7. TERMS AND CONDITIONS FOR THE AFFILIATE PROGRAM

7.1 Calculation

7.1.1 According to the CPA Commission Plan, an Affiliate shall receive a one-off payment with regards to the referral of every new Customer. This is more specifically when a new customer completes his/her first registration with the Company on the Company Website(s), pays/deposits the minimum amount required into his/her Wallet on the Company's website(s), and finally meets the minimum wagering requirements for their activity, as agreed upon previously in writing with the Affiliate Manager.

7.1.2 According to the Revshare Commission Plan, an Affiliate's commission shall be based on a percentage of the Net Gaming Revenue. Such percentage is to be determined by the number of unique First Time Depositors generated within a calendar month, as stated in the table below, unless otherwise agreed upon previously, in writing, with the responsible Affiliate Manager:

Unique First Time Depositors	Commission Percentage
0 - 9	35%
10 - 19	40%
20 - 39	45%
+ 40	50%

7.1.3 Players that might have been or are marked with fraudulent acts or as bonus abusers or which would self-exclude shall not be considered and qualified by the Company. In the event of the issuance of credit to an Affiliate, and the above or a charge-back is received against the Company, the credit issued to the Affiliate shall be deducted in accordance with the Affiliate Agreement.

7.1.4 The Company does not pay incentives for traffic in any form. We also do not pay an Affiliate for schemes where the Player is given or is promised a certain percentage of the CPA, or Revshare, as an incentive or reward for becoming a Customer with the Company. Such incentives and payments extend to any casino systems or roulette playing schemes where Players might be, in any way, advised on the methods by which the systems are played to beat the online wagering system.

7.1.5 The Company does not and will not pay incentives and/or commission, or any other form of payment for Players that are sent through brand bidding, as stated in Clause 2.8 above.

7.1.6 Late converted CPA Players will be considered qualified for payment after the termination of this agreement if deposited for the first time within thirty (30) days from the termination date. This is unless the Affiliate Agreement was terminated due to material breach or acts of fraudulence by an affiliate. In this case, late converted players shall not be considered qualified in any case by the Company.

7.2 High-Roller Policy

7.2.1 By the company, in any given calendar month, if a Customer generates negative net revenue of at least seven thousand euro (€9000 or equivalent in any other currency), he/she shall be taken to be, for the purposes of this section, a 'High-Roller'.

7.2.1 By the Company, if the aggregate Net Revenue calculated for the Affiliate, in such calendar month, for a Brand is negative greater than or exactly seven thousand euro (€10000 or equivalent in any other currency), the company reserve the right to exercise its High-Roller policy as set out here below:

1. The negative Net Revenue that is generated by the High-Roller shall be taken offset and forward against the future Net Revenue that would be generated by that same High-Roller;
2. The negative balance to be carried forward will not be set off against the other Customers' Net Revenue;
3. The negative balance to be carried forward will not be more than the total aggregate negative Net Revenue assigned for that Brand on the Affiliate account in question, for that calendar month.
4. The negative balance of a High-Roller shall be decreased by future positive Net Revenue that would be generated in subsequent calendar months to come.

5. A negative balance shall not be increased by the future negative Net Revenue. This is unless the High-Roller can meet the criteria (by no longer having a negative Net Revenue) to qualify in subsequent calendar months.

8. COMPANY'S CONFIDENTIAL INFORMATION

An Affiliate might be entrusted with the Company's confidential information from time to time within the period of the term by which the Affiliate Agreement shall stand. This information could be relating to (but not limited to) the Company's business, underlying technology, and/or operations. It could also be regarding the Affiliate Program (which could include the commission you earn under the Affiliate Program).

By accepting the Affiliate Agreement with the terms and conditions, you agree to avoid the disclosure or any unauthorised use of the Company's confidential information to third persons or outside parties unrelated to this Agreement. This is however unless you have requested for the Company's prior written consent. You have also agreed to use the Company's confidential information only for the purposes of this Affiliate Agreement and none other. Your obligations and responsibilities regarding this clause shall survive the termination of this Agreement.

In addition, it is prohibited by the Company to issue any press release or any form of similar communication to the public without the prior written consent of the Company or without the approval of the exact content to also be approved by the Company, and with respect to your participation in the Affiliate Program.

9. TERMS AND TERMINATION OF THE AGREEMENT

9.1. Terms of the Affiliate Agreement

The terms of the Affiliate Agreement shall begin from when the customer is approved as an Affiliate. This term shall be continuous unless (and until) either Party notifies the other (in writing) that it wishes to terminate the Agreement. In such case, the Agreement shall be terminated thirty (30) days after this notice is received and given. Information via e-mail is considered by the Company as a written and immediate form of notification and can be used for the purpose of notification of termination.

The Company might also end the term of Agreement (in accordance with Clause 5 stated above) upon an immediate notice of an Affiliate's failure (by or without an Affiliate's negligence) to meet his/her obligations under the Affiliate Agreement.

9.2. Affiliate Actions After Termination

Upon termination, the Affiliate must immediately without delay withdraw all the Company's creative, banner, or logo from the Affiliate Website(s) and incapacitate all active Affiliate Links from the Affiliate Website to all Company Website(s).

There shall be an immediate termination of all rights and licences that was given to the Affiliate in the Affiliate Agreement.

The Affiliate would be required to immediately return all confidential information and all copies of such in his/her possession to the Company. The Company shall also cease all the uses of each Company Intellectual Property Rights.

9.3. Commission after Termination

All future Revshare Commission related to any customers that were directed to Company during the term of Agreement shall not be payable to the Affiliate if the termination was due to a breach of the Affiliate Agreement. This is to take effect from the date of termination.

10. MISCELLANEOUS

10.1 Disclaimer

The Company grants no express or implied warranties with respect to the Affiliate Program. In the event of a disagreement between the reports given in the Affiliate Account system and the Company database, the database shall be held accurate. In addition, the Company shall make no statement that the operation of our websites will be uninterrupted or error-free. We shall also not be liable for the consequences if any such an error occurs.

10.2 Non-Waiver

The Company's failure to obligate strict performance of any provision of the Affiliate Agreement by the Affiliates will not constitute a release of our right to afterward obligate these provisions or any other provision of the Affiliate Agreement.

10.3 Damages and Liability Limitation

You shall insure and hold the Company, our employees, directors, and representatives harmless from/against any and all liabilities, damages, costs, and losses, including legal fees, resulting from or in any way connected with the performance of your duties and obligations under the Affiliate Agreement, any breach by you with the provision of the Affiliate Agreement, any injury caused directly or indirectly by your negligence (or intentional acts), or the unauthorised use of our creatives and links on the Affiliate Program.

The Company shall not be held responsible for any direct (or indirect), special, or consequential indemnity and damages (or any loss of revenue, profits, or data), any loss of reputation arising due to a connection with this Affiliate Agreement or the Affiliate Program. This is even if we have been advised of the possibility of such damages.

10.4 Parties' Relationship

The Affiliate and the Company are independent contractors. Nothing in the Affiliate Agreement shall create any employment relationship, partnership, agency, joint venture, sales representative, or franchise, between both parties. The Affiliate shall have no authority to make or accept any offers nor representations on the behalf of the Company at any given time. The Affiliate shall also not make any statement, whether on the Affiliate website or otherwise, that could negate anything in this Affiliate Agreement.

10.5 The Ability to Assign

An Affiliate shall not assign the Affiliate Agreement, without the Company's prior written consent by law's operation or otherwise.

10.6 Non-Performing Party

Neither the Company nor an Affiliate shall be responsible to the other for any time lag or failure to perform its responsibilities under the Affiliate Agreement. If such time lag or failure arises from a cause beyond reasonable control, including (but not limited to) strikes, labor disputes, acts of God, industrial disturbances, terrorism acts, lightning, floods, earthquakes, utility failures, or other casualties.

If such an event should occur, the non-performing Party (whether the Affiliate or the Company) can be excused from whatever performance is prevented by the event. If the event preventing the party's performance exists for more than thirty (30) calendar days,

then either party is permitted to terminate the Affiliate Agreement immediately by supplying a written notice.

10.7 Invalidity

If any portion of the Affiliate Agreement is held to be illegal, invalid, or unenforceable of some sort, such portion shall be ineffective only to the extent of the invalidity, without dis-confirming the remaining portion of the Affiliate Agreement or any portion thereof.

10.8 Terms & Conditions' Modification

At any time during the period that this Agreement might stand, we might modify any of the terms and conditions contained in the Affiliate Agreement. We might also replace some or all portions of the agreement at our sole discretion. However, Affiliates would be notified on Email to their registered address, and with a notice on the Company Website(s) with a message of a 'change notice', or a 'new agreement'. Alterations and Modifications may include (but are not limited to) changes in the scope of Commissions available to Affiliates and/or Affiliate Program rules.

Unless agreed in writing by the Affiliate Manager, any changes to an Affiliate's Commission Plan, will only be applicable to New Customers and not previously referred Customers.

If you find any modification unacceptable, there is the freedom to terminate the Affiliate Agreement with the Company. Your continued usage of our Affiliate Program following the change in the agreement will be presumed as an acceptance of the modification or of the new agreement.

10.9 Language of the Agreement

The English Language is the first language used in drafting the Affiliate Agreement. In the case of any disagreement between the English language version and any other language, the English version shall prevail.