

AFFILIATE TERMS & CONDITIONS

Prior to registering as an Affiliate, it is important to read carefully these Terms and Conditions in their entirety.

Last Updated: 22/10/2025

1. GENERAL

This is an agreement ("Agreement") between you ("you" or "Affiliate") and Viva Marketing Ltd. operated by Viva Marketing Ltd. ("us", "we", "Company", or "Affiliate Programme").

By registering for the Affiliate Programme, and by accessing or using any of our marketing tools, or by accepting any reward, bonus, or commission, whether set out in this Agreement or otherwise, you are deemed to have read, understood, and agreed to be bound by these Terms and Conditions of this Agreement. Upon such registration or use, this Agreement constitutes a valid and binding contract between you and us.

If you do not agree to the Terms and Conditions of this Agreement, or if you are not duly authorized to enter into this Agreement, you must not participate in the Affiliate Programme.

The Company reserves the right, at its sole discretion, to amend, modify, or update this Agreement and the Affiliate Programme at any time. Any such amendment, modification, or update shall become binding and effective upon publication on the Affiliate Programme website.

2. DEFINITIONS

"Agreement" means

- (i) all the Terms and Conditions set out in this document;
- (ii) the Terms and Conditions of the Commission Structures applicable to the different products and brands; and
- (iii) any other policies, protocols, rules or guidelines of the Company and/or Company Websites made known to the Affiliate from time to time.

"Affiliate" means the individual or legal entity that submits an application to participate in the Affiliate Programme and, upon the Company's approval of such application, is admitted as a participant in the Affiliate Programme.

"Affiliate Account" means the dedicated account created and assigned to an Affiliate following the Company's approval of the Affiliate's application, through which the Affiliate is granted access to tracking links, reporting dashboards, marketing resources, commission and payment data, and any other tools, information, or materials made available by the Company in connection with the Affiliate Programme.

"Affiliate Links" means the unique hyperlinks provided to the Affiliate, used to direct traffic from the Affiliate Website or any other authorized website to the Company Websites.

“Affiliate Programme” means the partnership and collaboration between the Company and the Affiliate, pursuant to which the Affiliate promotes the Company’s Websites and generates Affiliate Links from the Affiliate Website(s) to the Company Websites. In consideration for these services, the Affiliate may earn commissions based on the traffic or activity generated on the Company Websites, in accordance with the terms of this Agreement and the applicable product-specific Commission Structures.

“Affiliate Registration” means the submission made by the Affiliate to apply for participation in the Affiliate Programme.

“Affiliate Tag” means the unique identifier assigned to the Affiliate by the Company, which is associated with the Affiliate Links provided to the Affiliate.

“Affiliate Wallet” means an online wallet account held in the name of the Affiliate into which the Company deposits commissions and any other payments due to the Affiliate, which may be withdrawn in accordance with the Terms and Conditions of this Agreement.

“Affiliate Website” means any website which is owned, maintained, operated or otherwise controlled by the Affiliate to promote Viva Marketing Ltd.’s websites.

“Company” shall mean Viva Marketing Ltd. and any of its parent, subsidiaries, associate, and affiliate companies.

“Company Websites” means the websites of the Company’s brand(s), including any mirror or additional websites that may be included in the Affiliate Programme from time to time.

“Commission” means the compensation payable to the Affiliate, calculated either as a percentage of Net Revenue (NR) or, where applicable, as a fixed amount per New Customer under a Cost-Per-Acquisition (CPA) model, in accordance with the Commission Structures.

“Commission Structures” means the specific reward and payment schemes, including rates, methods, and conditions, expressly agreed between the Company and the Affiliate.

“Confidential Information” means all non-public information of commercial or proprietary value relating to the Company, including but not limited to financial data, trade secrets, pricing details, quotes, business operations, know-how, strategies, databases, technology, products, information regarding New Customers and other users of the Company Websites, marketing plans, and methods of conducting business.

“Intellectual Property Rights” means any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforesaid and/or any other similar rights of this nature owed by the Company

“Net Revenue” or “NR” means all revenue received by Company from New Customers, less (a) winnings returned to New Customers, (b) issued bonuses, (c) net balance corrections, (d) administration fees, (e) fraud costs and chargebacks, (f) payment processing costs, (g) taxes, (h) game provider fees, and any other costs of a similar nature. For the avoidance of doubt, all Net Revenue amounts mentioned above are only related to New Customers referred to Company Websites by the Affiliate Website(s).

“New Customer” means a new customer who registers for the first time for a player account on the Company Websites, who makes a first deposit equal to or exceeding the minimum deposit required by the Company, in accordance with all the applicable Terms and Conditions of the Company Websites. For the avoidance of doubt, a New Customer does not include the Affiliate, or any of the Affiliate’s employees, officers, directors, relatives or close associates.

“Parties” refers collectively to the Company and the Affiliate, and individually to each as a “Party.”

“Personal Data” means any information relating to an identified or identifiable natural or legal person, whether such identification is direct or indirect.

“Player” means an individual who registers with the Company’s brand(s) and deposits on the Company websites after having followed a link provided by the Affiliate.

3. AFFILIATE OBLIGATIONS, RIGHTS AND RESPONSIBILITIES

3.1. Registration and Account Management

- 3.1.1. To become a member of the Affiliate Programme, you must accept these Terms and Conditions when submitting your Affiliate Registration. This shall form an integral part of the Agreement and which shall be bound by the Affiliate.
- 3.1.2. The Company, at its sole discretion, reserves the right to accept or reject any Affiliate Registration. The Company’s decision shall be final and shall not be subject to any review or appeal. Following the submission of the Affiliate Registration, the Company will notify you by email of whether your Affiliate Registration has been accepted or rejected.
- 3.1.3. At any time throughout the application and operational process, you agree to provide any documentation required by the Company to verify the Affiliate Registration and the information associated with your Affiliate Account. Such documentation may include, without limitation, bank statements, individual, personal or corporate identification documents and proof of address.
- 3.1.4. It is your sole obligation to ensure that any information provided to the Company during registration and throughout your participation in the Affiliate Programme, is accurate, complete, and kept up-to-date at all times. Failure to do so may result in suspension or termination of your Affiliate Account, and may affect your eligibility for commissions or other rewards.
- 3.1.5. As part of your approval in becoming an Affiliate and participation in the Affiliate Programme, you will receive a secure registration link through which you must create your own login credentials. These credentials will grant you access to your Affiliate Account and participation in the Affiliate Programme. You must maintain these login details securely at all times.
- 3.1.6. The Affiliate shall be solely responsible for maintaining the confidentiality, security, and protection of its login details and credentials against any unauthorised access. The Affiliate accepts full responsibility and liability for all activity carried out through its Affiliate Account, whether authorised or unauthorised. Any misuse, loss, or unauthorised use of the Affiliate Account arising from the Affiliate’s failure to adequately safeguard such login details shall be deemed the sole responsibility and risk of the Affiliate.
- 3.1.7. The Affiliate shall immediately notify the Company should they become aware of, or reasonably suspect, any illegal or unauthorised use of their Affiliate Account or any breach of security. The Company reserves the right to suspend the Affiliate Account where misuse or unauthorised access is suspected.

3.1.8. The Affiliate may not open, operate, or maintain more than one Affiliate Account, nor open or operate any Affiliate Account on behalf of a third party, without the Company's prior written consent. The Affiliate Programme is intended solely for the Affiliate's direct participation, and the Affiliate shall not broker, sell, assign, or otherwise transfer any Affiliate Account without such prior written consent.

3.2. Use of Affiliate Programme

- 3.2.1. By agreeing to participate in the Affiliate Programme, the Affiliate undertakes to use best efforts to actively advertise, market and promote the Company Websites in accordance with this Agreement and with the Company's instructions and guidelines as may be issued from time to time. You shall ensure that all activities are conducted in good faith, in the best interests of the Company, and in a manner that does not harm or adversely affect the reputation, goodwill, or integrity of the Company.
- 3.2.2. The Affiliate may promote the Company Websites only through the Affiliate Links or other such materials expressly provided or approved by the Company from time to time. These constitute the sole authorised methods by which you may advertise on the Company's behalf.
- 3.2.3. Affiliate Links shall be displayed on your Affiliate Website(s) and/or other approved channels at least as prominently as any other sales or promotional link of a similar nature.
- 3.2.4. The Affiliate may not modify, mask, cloak, or otherwise obscure Affiliate Links, nor may engage in any practice that misrepresents or conceals the source of traffic directed to the Company Websites. Only Affiliate Links provided by the Company may be used within the scope of the Affiliate Programme.
- 3.2.5. The Affiliate shall not offer or promote any cash-back, value-back, or similar programmes, except for programmes offered on the Company Websites.
- 3.2.6. The Affiliate shall immediately provide the Company all assistance and supply any information as is requested by the Company to monitor your activity under the Affiliate Programme. Failure to provide such assistance or information may be treated as a material breach of this Agreement.
- 3.2.7. The Affiliate shall be solely responsible for all risk, costs and expenses incurred in connection with the participation in the Affiliate Programme, and in fulfilling all obligations under this Agreement, including but not limited to the development, operation, and promotion of the Affiliate Website or any marketing activities.
- 3.2.8. The The Affiliate agrees that, upon the Company's request, all Commissions paid in respect of:
- New Customers referred in violation of this Agreement; or
 - transactions that are fraudulent, falsified, or otherwise invalid
- shall be promptly returned. The Company's determination of any such breaches or invalid transactions shall be final and binding.

3.3. The Affiliate Website

- 3.3.1. The Affiliate shall be solely responsible for the development, operation and maintenance of the Affiliate Website and for all content and materials that appear on it. The Affiliate shall ensure at all times that the Affiliate Website:
- (i) complies with all applicable laws, regulations and industry standards, including but not limited to the General Data Protection Regulation (GDPR), and applicable advertising codes;
 - (ii) refrains from targeting restricted jurisdictions where the Company or its services are not licensed or permitted;

- (iii) presents the Affiliate Website as professional, functional, and clearly distinct from the Company Websites; and
 - (iv) does not mislead visitors, provide unauthorised bonuses, or impersonate the Company on social media or any other platform.
- 3.3.2. The Affiliate shall not register, acquire or use any domain name that is identical, confusingly similar in sound or appearance, or likely to be mistaken for any domain name owned by the Company. Breach of this clause, as determined at the Company's sole discretion, shall constitute grounds for immediate termination of this Agreement without notice to the Affiliate and forfeiture of any commission, in addition to any other remedies available at law
- 3.3.3. The Affiliate shall ensure that the Affiliate Website does not create confusion regarding ownership or operation of the Company Websites, or in any way giving the impression that it is owned or operated by the Company. The Company reserves the right to require immediate removal or modification of any unauthorised or unsuitable content and may terminate this Agreement immediately in the event of a breach.
- 3.3.4. The Affiliate Website shall not contain any defamatory, libellous, discriminatory, violent, obscene, derogatory, pornographic or otherwise unsuitable or illegal content. Content must comply with the laws of the jurisdictions where it is accessible and must not contravene the Company's brand values or reputation.
- 3.3.5. The Affiliate shall not engage in self-referrals, artificially inflating traffic or registrations, or incentivising sign-ups in any manner inconsistent with the Company's instructions or applicable law.
- 3.3.6. The Affiliate must ensure that all content and promotional materials are accurate, current, and not misleading. The Company may request updates or modifications to the Affiliate Website or marketing materials, and you shall implement such updates within 48 hours of such request.
- 3.4. Traffic and Marketing Standards
 - 3.4.1. The Affiliate shall not generate traffic by using branded keys, including Company brand names, for contextual advertising. New Customers acquired through such methods shall not be considered valid under this Agreement, and therefore no Commission shall be payable in respect of such players.
 - 3.4.2. The Affiliate shall only benefit from traffic generated in good faith. Should any reasonable suspicion arise that a New Customer referred by the Affiliate is in any way associated with, or involved in bonus abuse, money laundering, fraud, credit card cashback or chargeback activity, responsible gaming concerns, duplicate player accounts, or any other abuse of remote gaming websites, you shall immediately notify the Company. You shall not derive any benefit from any suspected or even unknown Player traffic, or any traffic known, or reasonably suspected to be generated dishonestly, regardless of whether it results in damage to the Company and/or our brand(s). For the avoidance of doubt, any Player account that is duplicate, suspended, restricted, or closed as a result of fraudulent or abusive activity, responsible gaming measures, credit card cashback or chargebacks, regulatory compliance requirements, or upon the Player's own request, shall not be categorised as generating payable earnings, and no Commission shall be due or payable in respect of such Player. The Company reserves the right at its sole discretion, to withhold, retract, adjust, or reverse any Commissions relating to such Players. for any player engaging in fraudulent or abusive activity. The Company's decision in this regard will be final and binding.

- 3.4.3. Any New Customer found to be a bonus abuser, money launderer, fraudster or otherwise involved in any form of affiliate fraud, whether reported by the Affiliate or later discovered by the Company, shall be considered invalid and ineligible for all intents and purposes under this Agreement. Consequently no Commission shall be payable in relation to such New Customers.
- 3.4.4. The Affiliate acknowledges that if a New Customer achieves a significant win at the end of their first month (e.g., days 20-31), and that Player's balance remains unspent or is subsequently lost during the following month, such funds shall not be determined in accordance with the specific Terms of the Commission Structures, as set forth by the Company.
- 3.4.5. The Affiliate must not send any emails or SMS messages that use the Company's Intellectual Property Rights or promote the Company Websites without first obtaining the Company's prior written consent. Should such approval be granted by the Company, the Affiliate must ensure that:
- each and every recipient has provided explicit, informed consent to receive marketing communications in the form intended (i.e. by SMS or email);
 - no recipient has opted out or receiving such communications; and
 - all communications clearly identify you as the sender and make it unmistakably clear that the message is not sent by or on behalf of the Company.
- 3.4.6. No Affiliate may participate in or be involved, either directly or indirectly, in the facilitation, planning, generation, processing or dissemination of SPAM (unsolicited emails or messages). Any form of SPAM shall result in the commencement of a review and investigation of the Affiliate's conduct within the Affiliate Programme, and shall constitute a withholding of any commissions pending the outcome of the investigation.
- 3.5. Poor Quality or Prohibited Traffic
- 3.5.1. The Affiliate acknowledges that the Company may classify traffic as "motivated" or of "poor quality" in certain circumstances.
- (i) In particular, if 50% or more of the total New Customer traffic in a given month makes only a first deposit, or only a first and second deposit, or otherwise demonstrates unusually low deposit activity, such traffic may be deemed motivated, and Commissions in respect of these Customers may be withheld.
- (ii) Motivated traffic also includes, but is not limited to, cases where 50% or more of the total traffic in a given month makes only minimal deposits according to the baseline Commission Structures. Examples of motivated or poor-quality traffic include, without limitation:
- Multiple accounts originating from the same IP or source;
 - Fake, inaccurate, or incomplete personal data;
 - Fraudulent activity relating to payment methods;
 - Repetitive, abnormal, or unusual gaming patterns;
 - Lack of meaningful engagement or observable activity on the Company Websites.
- 3.5.2. In the event of bonus abuse which includes, but is not limited to, coordinated sign-ups to exploit promotions, manipulation of wagering requirements, or using bonus offers solely for cash-out purposes, the Company carries the right to proceed with disqualification from commissions and potential Affiliate Account termination.
- 3.5.3. The Company carries the right, at its discretion, to request the Affiliate to suspend traffic (via communication channels) in order to check and review the quality of the traffic. Upon receiving such a suspension request, the Affiliate agrees to cease traffic. Any New Customer registered after the notification shall not count as valid for Commission purposes.

3.5.4. The Affiliate shall refrain from any use of Affiliate Links or otherwise place any digital advertisements whatsoever featuring Company Intellectual Property on any unsuitable websites, whether owned by a third party or otherwise. Unsuitable websites include, without limitation, any website that:

- is primarily aimed at children;
- displays or promotes illegal pornography or other unlawful sexual content;
- promotes violence, discrimination or hate based on race, sex, religion, nationality, disability, sexual orientation, or age;
- promotes or facilitates illegal activities;
- infringes or in any way violates the intellectual property rights of any third party or of the Company; or
- breaches any advertising laws, regulations or industry codes of practice in any jurisdiction in which the Affiliate Links or digital advertisements may be featured.

3.5.5. The Company reserves the right to cancel or modify this Agreement for any of the reasons outlined above, by providing the Affiliate with unilateral notice at least one (1) banking day in advance. Any traffic occurring one (1) banking day or later following such notice shall be remunerated according to the terms of the revised Agreement. Reasons for cancellation or modification may include, without limitation, poor quality traffic or low conversion rates that may lead to negative balances.

3.6. Unlawful Conduct

3.6.1. The Affiliate shall not target, solicit or direct any players from territories or jurisdictions where gambling is prohibited or restricted by law. All applicable laws shall be complied at all times and the affiliate shall not engage in any activity that is illegal in relation to the Affiliate Programme.

3.6.2. In addition to the obligations found herein, the Affiliate shall be responsible to comply with the provision of the General Data Protection Regulation (GDPR), as may be amended or substituted from time to time, and any other data protection legislation applicable.

3.6.3. The Affiliate shall be solely responsible to comply with the E-Privacy Directive (Directive 2002/58/EC) and any other applicable laws or regulations governing the use of cookies.

3.6.4. The Affiliate shall be responsible, via privacy policies or other equivalent means, that all users are informed that tracking technologies (e.g., cookies) will be placed on their devices when interacting with Marketing Material. It is your responsibility to obtain informed consent from users and to monitor compliance with all relevant applicable laws and legislation in this respect.

3.6.5. All tracking cookies placed through Affiliate Links shall operate in accordance with the Company's tracking system. In the event that a potential customer clicks on multiple Affiliate Links, the last Affiliate ("last click") to refer the customer shall receive credit for the referral and any related commission, as determined by the Company in accordance with the Commission Structures and the terms of this Agreement.

3.7. Streamer Accounts

3.7.1. Approved Affiliates may, at the sole discretion of the Company, be granted access to promotional player accounts ("Streamer Accounts") for the exclusive purpose of marketing and streaming activities designed to promote the Company's brand(s). Streamer Accounts shall be provided strictly for demonstration, promotional, and entertainment purposes, and shall not be used for genuine gambling activity.

- 3.7.2. Streamer Accounts may not be used to participate in jackpot, progressive jackpot, pooled prize, or similar games. Any winnings generated from such prohibited use shall be automatically void and forfeited, and the Company reserves the right to close the Streamer Account without notice.
- 3.7.3. Streamer Accounts may be subject to maximum cashout limits, restrictions, or other terms as determined by the Company. Such limits are discretionary and the Company carries the right to amend, revoke, or apply changes at any time.
- 3.7.4. No bonuses, free spins, or promotional incentives shall be applied to Streamer Accounts without the prior written approval of the Company. Where permitted, such bonuses are subject to conditions imposed by the Company, including maximum bonus amounts, wagering requirements, or withdrawal restrictions.
- 3.7.5. Streamer Accounts must not, under any circumstances, be used to:
- (i) generate CPA, Revenue Share, or Hybrid commissions;
 - (ii) satisfy minimum traffic or player activity thresholds;
 - (iii) engage in genuine gambling or wagering for personal benefit.
- 3.7.6. Abuse, misuse, or fraudulent use of Streamer Accounts shall entitle the Company to:
- (i) immediately terminate the Affiliate's Streamer Account(s) and Affiliate Account;
 - (ii) withhold or claw back any Commissions generated in breach; and
 - (iii) exercise remedies available under this Agreement, including termination pursuant to Section 8.
- 3.7.7. The Company reserves the right to monitor Streamer Account activity at its sole discretion.
- 3.7.8. The Company may suspend, restrict, or withdraw Streamer Accounts at any time, with or without cause, and without liability.
- 3.8. Use of Company Intellectual Property Rights
- 3.8.1. The Affiliate may only use the Company's Intellectual Property Rights (including, without limitation, logos, banners, marketing materials, advertising layouts, and other creative assets) in strict accordance with the brand guidelines issued by the Company from time to time. All such use is subject to the Company's prior written approval.
- 3.8.2. The Affiliate shall not, and shall ensure that your representatives do not, engage in any activity that infringes, misappropriates, or violates the intellectual property rights of the Company. Prohibited activities include, without limitation:
- brand-bidding, registering or using any domains or keywords identical or confusingly similar names to any Company Brand;
 - copying, reproducing, or imitating the "look and feel" of the Company Websites, software, or other marketing assets;
 - modifying or altering any Marketing Material provided by the Company; and
 - using Company marks, logos, branding, or other Intellectual Property except as expressly permitted by this Agreement.
- 3.8.3. Any marketing opportunity provided under this Affiliate Programme is solely for commercial use and promotion of the Company. No Affiliate, their family members, friends or associates may conduct or effect purchases, directly or indirectly, through the Affiliate Tag for any use whatsoever, or in a manner intended to fraudulently increase commissions or benefits payable to the Affiliate.
- 3.8.4. The Affiliate shall not use any advertising layout or creative (including banners, images, logos) incorporating the Company's Intellectual Property Rights unless such layout or creative is provided or otherwise approved by the Company. No modifications by the Affiliate to any

advertising materials provided by the Company are permitted unless written approval by the Company has been granted.

3.8.5. It is the sole responsibility of the Affiliate to obtain all necessary approvals from the Company in sufficient time for the launch of any advertising and/or creative campaign. The Affiliate must maintain records of such approvals from the Company in relation to advertising, and provide evidence upon request.

3.8.6. All Intellectual Property Rights remain the exclusive property of the Company. Upon termination of this Agreement for any reason, you must immediately cease use of all Company Intellectual Property and delete or return any materials provided to you.

3.9. Responsible Gaming

3.9.1. The Company has an ongoing regulatory commitment to responsible gaming and prevention of gambling addiction. You hereby agree to actively cooperate with the Company to convey a responsible gaming message and refrain from any use of material, or in any way target persons who are under 18 or under the legal gambling age in their jurisdiction.

3.10. Affiliate Rights and Entitlements

3.10.1. The Company hereby grants the Affiliate a non-exclusive, non-transferable right, for the duration of this Agreement, to refer New Customers to the Company Websites as expressly permitted herein. In exercising this right, the Affiliate shall comply fully with all obligations and terms of this Agreement. The Affiliate shall not be entitled to receive any Commission, fees, or other form of compensation for business generated by any person or entity other than the Affiliate.

3.10.2. The Affiliate acknowledges and agrees that, in connection with the services provided under this Agreement, it shall have no access to any Personal Data of the Company's customers. The Affiliate must at all times comply with all applicable data protection and privacy laws, including, without limitation, the General Data Protection Regulation (GDPR), and shall not collect, store, or otherwise process any customer data in breach of such laws.

3.10.3. The Company grants the Affiliate a non-exclusive, non-transferable, and revocable licence, valid for the duration of this Agreement, to use the Company's Intellectual Property Rights strictly in accordance with Section 3.8 of this Agreement. Such use shall be limited to displaying the Company's approved promotional materials on the Affiliate Website or in other locations expressly authorised in writing by the Company. This licence is personal to the Affiliate, may not be sub-licensed, assigned, or otherwise transferred, and shall automatically terminate upon the expiration or termination of this Agreement.

4. COMPANY OBLIGATIONS, RIGHTS AND RESPONSIBILITIES

4.1. Customer Registration and Accounts

4.1.1. At the Company's sole discretion, New Customers directed to the Company Websites by the Affiliate may be registered and their transactions will be tracked. The Company reserves the right to refuse registration of any New Customers or to terminate Player accounts if necessary, in order to comply with applicable laws, regulations, internal policies, or any other requirements the Company may periodically establish from time to time

4.2. Provision of Materials, Tools and Reporting

4.2.1. The Company shall use its reasonable efforts to provide materials and information necessary for the implementation of the Affiliate Links. The Company will maintain records of each Player that

registers within the Affiliate Programme and track each Player's activity. Unless expressly agreed otherwise in writing, each Player must be identified by the Affiliate Tag. Players remain subject to the Company's policies, terms and operating procedures at all times. Accordingly, the Company shall not be liable for refusing registration to any Player, suspending, or closing a Player's account for any reason, whether or not such Player was referred by the Affiliate.

4.2.2. The Company may, from time to time, provide the Affiliate with special promotional materials and resources, in addition to the standard marketing tools to assist the Affiliate in directing Player traffic to the Company's brand(s). The provision, format, and use of such materials shall be at the sole discretion of the Company, and all such materials remain the exclusive property of the Company. The Affiliate shall use these materials only in accordance with this Agreement and any instructions provided by the Company.

4.2.3. The Company shall provide monitoring tools which enable the Affiliate Commissions, and the payment thereof.

4.2.4. The Company will make reasonable efforts to provide the Affiliate in effectively promoting the Company's brand(s). The Company will track each Player's activity and will supply the Affiliate with reports summarizing such activity. The format, content, and frequency of these reports may be determined and vary at the Company's sole discretion. Access to these reports shall be granted via the login credentials and secret password provided to the Affiliate. Such reports may include, without limitation, the following information:

- total number of Players attributed to the Affiliate;
- player profits, losses, and net profits;
- net rates, deductions, and commissions earned; and
- other relevant data related to marketing material performance and the Affiliate Account.

4.3. Company Rights and Remedies

4.3.1. The Company may collect, use and process the following personal data of the Affiliate, and of any Affiliate employee or authorised representative, as necessary: username for logging in, email address, full name, date of birth, country and address, telephone number and financial data. Such processing shall be carried out solely for the purposes of:

- ensuring a high level of security of the Affiliate Account;
- fulfilling and complying with anti-money laundering (AML) and other applicable legal requirements; and
- managing the business relationship under this Agreement.

4.3.2. In the case of breach by the Affiliate, suspected breach, negligence in the performance of your obligations under the Affiliate Programme, failure to meet your obligations hereunder, or failure to comply to this Agreement, the Company shall, without limitation, have the following remedies available:

- (i) The right to suspend your participation in the Affiliate Programme for such period as the Company deems necessary to investigate any activities that may constitute a breach of this Agreement or the Terms and Conditions. During any period of suspension, payment of Commissions shall likewise be suspended pending the final outcome of the investigation.
- (ii) The right to withhold any Commission or any other payment due to the Affiliate arising from, or attributable to any campaign, traffic, content or activity conducted or created by the Affiliate in breach of this Agreement.

- (iii) The right to withhold from the Commissions such amounts which the Company reasonably determines as necessary to cover any indemnity obligations of the Affiliate under this Agreement, or to offset any liability of Company which arises as a result of the Affiliate's breach.
- (iv) The right to immediately terminate this Agreement, without prejudice to any other rights or remedies available to the Company under law or equity.
- (v) The right to withhold and retain any funds remaining in the Affiliate Wallet if such funds are not withdrawn within a period of three (3) months from the date of the termination of this Agreement in accordance with Clause 8.1.

The rights and remedies set out in this clause shall not be mutually exclusive, and shall be cumulative, and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not preclude the exercise of any other right or remedy available to the Company.

5. COMMISSION AND PAYMENT

5.1. Commission Entitlement and Amendments

- 5.1.1. Subject to the strict adherence to the provisions of this Agreement, the Affiliate will be entitled to earn Commission in accordance with the Commission Structures. The Company reserves the right, at its sole discretion, to amend the Commission Structures, including, without limitation, the percentage, rate, or method of calculation of Commission, providing the Affiliate with at least [fourteen (14) days' written notice. Unless otherwise specified, such amendments shall apply prospectively to the Commission payable on New Customers referred after the effective date of the change.

5.2. Commission Calculation and Invoicing

- 5.2.1. The Commission shall be calculated at the end of each calendar month, and payments shall be made on a monthly basis in arrears, subject to the terms of this Agreement. Commission payments shall ordinarily be processed and settled by the twentieth (20th) day of the following calendar month, provided that all required verifications, reconciliations, and invoice validations have been satisfactorily completed by the Company.
- 5.2.2. The Affiliate must submit a valid invoice within three (3) months from the end of the month in which the Commission was earned. Failure to submit an invoice within this timeframe may result in a delay of the corresponding payment and/or the forfeiture of the right to claim such Commission, at the Company's sole discretion.

5.3. Commission Models

5.3.1. Default Revenue Share Model

Unless otherwise agreed in writing, the default commission model shall be a Revenue Share calculated as a percentage of Net Revenue ("NR") in accordance with the rates and methodology set out in the Commission Structures.

5.3.2. CPA Model

- (i) Where the parties agree in writing to a Cost-Per-Acquisition ("CPA") commission model, payment shall only be made in respect of New Customers who meet the qualification criteria and thresholds specified in the Commission Structures.
- (ii) Under the CPA Payment Plan, the Affiliate will receive a one-off payment for every New Customer, provided that:

- the Customer completes first registration;
 - deposits at least the minimum required amount; and
 - meets the minimum wagering activity requirements, as expressly agreed upon with the Affiliate.
- (iii) The Company reserves the right, in its sole discretion, to withhold or deny CPA Commissions in cases where referred customers are found to be fraudulent, duplicate, bonus-abuse accounts, or otherwise fail to meet the required eligibility standards.
- 5.3.3. In the event that the Affiliate is remunerated under a hybrid model combining Revenue Share and CPA, each commission model shall be calculated, reported, and settled independently in accordance with the Commission Structures. For the avoidance of doubt, negative Revenue Share balances shall not be carried forward to, or offset against, CPA Commissions, and CPA Commissions shall not be applied to reduce or offset negative Revenue Share balances.
- 5.4. Commission Structures and Rules
- 5.4.1. Commission payments under this Agreement shall be made strictly in accordance with the Commission Structures and shall not be subject to any additional performance-based key performance indicators (KPIs), thresholds, or minimum delivery requirements unless expressly agreed in writing between the Parties.
- 5.4.2. The Affiliate acknowledges and agrees that, at the Company's sole discretion, the Affiliate may be offered the opportunity to restructure its Commission Structures. Any such restructuring shall be communicated to the Affiliate in writing within a reasonable timeframe. Unless otherwise expressly agreed in writing, any revised Commission Structures shall apply prospectively only and shall not affect Commissions already validly accrued prior to the effective date of the restructuring.
- 5.5. Minimum Payout Threshold
- A minimum amount of one hundred Euros (€100) in accrued Commissions must be reached in order for a payout to be processed in any given month. Balances below this threshold will be carried forward to the following month(s) until the minimum threshold is met.
- 5.6. Payment Terms and Verification
- 5.6.1. Payment of Commission shall be made as payouts in arrears through the My Affiliates Platform in accordance with applicable anti-money laundering (AML) and counter-terrorist financing (CTF) regulations, the Company may require the Affiliate to provide verification and "Know Your Customer" (KYC) documentation prior to enabling any withdrawal of funds. No payment will be made until such verification has been satisfactorily completed.
- 5.6.2. All payments due under this Agreement shall be made in euro (€), unless otherwise expressly agreed in writing by the Company.
- 5.6.3. Where payments are effected via alternative currencies, including but not limited to digital or virtual currencies, the conversion to Euro (€) shall be calculated using the exchange rates determined solely by the Company at the relevant time.
- 5.6.4. Any Commission or other payment due to the Affiliate that is made through non-Sepa (Single Euro Payments Area) channels shall be subject to an administrative fee by the Company at its sole discretion. Such administrative fee shall reflect the actual costs incurred by the Company in processing the payment, and shall exclude any prospective mark-ups and/or additional or hidden charges.
- 5.6.5. All Payments shall be made exclusively by bank transfer, on behalf of the Company.
- 5.7. Taxes and VAT

Commission amounts shall be deemed exclusive of value added tax (VAT) or any other applicable taxes, levies, or charges. The Affiliate shall be solely responsible for the payment of any and all taxes, levies, charges, or other amounts due to any tax authority, governmental department, or other competent entity arising from or in connection with the compensation received under this Agreement.

5.8. Error Correction and Disputes

5.8.1. In the event of any error, miscalculation or omission in the calculation of the Commission, the Company reserves the right, at any time, to correct such calculation error. Any underpayment discovered shall be paid to the Affiliate promptly following correction, and any overpayment made to the Affiliate shall be repayable to the Company immediately upon request. The Company's determination of any error and the amount due shall be final and binding.

5.8.2. The Affiliate's acceptance of a Commission payment shall, subject to Section 5.4, constitute acknowledgement of the balance due for the relevant period. In the event that the Affiliate disputes the reported balance due, the Affiliate shall notify the Company within fourteen (14) calendar days from the date of payment, and clearly state the reasons for the disagreement. Failure to notify the Company within this period shall be considered as acknowledgment of the reported balance, without prejudice to the Company's rights under Clause 5.8.1 to correct any underpayment or overpayment at any time.

5.9. Dormant Accounts

The Company reserves the right to declare an Affiliate account as dormant in the event of inactivity. In such cases, the Company shall have the sole discretion to alter any existing commercial terms, including but not limited to the Commission Structures, one-time payouts, and administrative fee rates. Following any such modification, the Company shall further determine, at its sole discretion, whether the Affiliate account shall remain dormant or be reactivated as an active account, with the initial terms of the Agreement effectively reinstated.

6. COMMISSION COMPLIANCE AND RESTRICTIONS

6.1. Tracking and PPC Restrictions

Affiliates must not modify tracking links, use unauthorized tracking software, or otherwise interfere with the proper functioning of the tracking system. Affiliates are strictly prohibited from bidding on any keywords, search terms, or other identifiers incorporating, or confusingly similar to, any of the Company brand names, including variations, misspellings, or equivalent terms, in any pay-per-click (PPC) advertising or other paid media campaigns on any platform, including but not limited to Google Ads and social media platforms. Any breach of this clause may result in the immediate suspension of the Affiliate account and the forfeiture of any unpaid commissions. The Company shall not be responsible for untracked activity resulting from misconfiguration, modification, or unauthorized alterations by the Affiliate.

6.2. CPA Abuse

CPA abuse includes, but is not limited to: self-referrals, incentivized traffic, coordinated accounts with minimal gameplay, and any action intended to trigger CPA payouts without genuine user engagement. Diversum Partners reserves the right to reverse or withhold CPA commissions and suspend accounts under investigation.

6.3. Fraudulent or Ineligible Customers

Players identified as fraudulent, bonus abusers, or who self-exclude will not qualify for the CPA reward. In the event of a chargeback, refund, or credit issued to a Customer, the corresponding CPA payment will be deducted or offset.

6.4. Prohibited Incentivised Traffic

Incentivised traffic in any form is strictly prohibited. The Company will not pay CPA commissions for Customers obtained through schemes that promise or provide incentives, including sharing CPA payouts with Customers, cash-back given by the affiliates, “guaranteed winning systems,” or similar schemes. Such incentives extend to any roulette playing schemes or casino systems where Customers are advised, in any way, on how to play to beat the online wagering system.

6.5. Brand-Bidding Restrictions

The Company will not pay CPA commissions for Customers acquired through brand-bidding, meaning the Affiliate may not bid on any keywords, search terms, or identifiers that include the Company’s brand names, variations, misspellings, in any per-per-click (PPC) advertising or similar campaigns, as set out in Section 3.8 above.

6.6. Late Conversions

Upon termination of this agreement, late converted players who make their first deposit within thirty (30) days after termination (“late conversions”) will still qualify as New Customers for CPA payment, except where termination is due to breach, fraud, or misconduct by the Affiliate. In such cases, no CPA payment will be due for any late conversions.

6.7. High-Roller Policy

6.7.1. Purpose and Application

The High-Roller Policy will apply only where the Affiliate’s aggregate Net Revenue for the relevant Brand, in that same month, is negative five thousand Euros (€5,000) or worse. The Company reserves the right, at its sole discretion, to apply High Roller adjustments to Commissions.

6.7.2. Definition of High-Roller

A Player shall be deemed a *High-Roller* if, within a single calendar month, the Player generates negative Net Revenue equal to or exceeding ten thousand Euros (€10,000).

6.7.3. Adjustment of Commission

- (i) The negative Net Revenue generated by the High-Roller shall be carried forward and offset against future positive Net Revenue generated by that same High-Roller only. Such negative Net Revenue generated by a High-Roller shall not be set off against Net Revenue generated by other Players.
- (ii) Any carried-forward negative balance shall automatically expire after twelve (12) consecutive calendar months, after which the Company shall bear the loss.

7. AFFILIATE LIMITATIONS, CONFIDENTIALITY AND DATA PROTECTION

7.1. Player Ownership and Role of the Affiliate

The Affiliate acknowledges that the Company assumes ownership of any and all Players upon registration with the Company brand(s). The Affiliate acts solely as a referral source and retains no rights, ownership or control over the Players. Upon account registration of a New Customer, the Customer is subject to all of the Company’s rules, policies, and operating procedures.

7.2. Confidentiality Obligations

- 7.2.1. During the term of this Agreement and thereafter, the Affiliate may have access to certain classified, confidential, proprietary and sensitive information relating to the Company's business, operations, technology, strategies or customers ("Confidential Information"). You shall not disclose, publish or otherwise make available any Confidential Information to any third party, or use any such information in an unauthorized manner, unless prior written consent has been obtained directly from the Company. If such consent is obtained, the Affiliate agrees only to use this confidential information to further the purposes of this Agreement.
- 7.2.2. Any Confidential Information provided to the Affiliate may be used solely for the purposes of performing Affiliate obligations under this Agreement and for no other purpose. Unauthorised use of Confidential Information is strictly prohibited. These obligations shall survive the termination or expiration of this Agreement.
- 7.3. Data Protection and Privacy Compliance
The Affiliate shall comply with all applicable data protection and privacy laws, including but not limited to the General Data Protection Regulation (GDPR), in relation to any personal data of New Customers, Players or other individuals received from or on behalf of the Company. This includes, without limitation:
- (i) obtaining and maintaining valid consent for any marketing communications;
 - (ii) implementing and maintaining appropriate technical and organizational measures to safeguard personal data;
 - (iii) reporting any actual or suspected data breaches involving personal data to the Company immediately upon discovery; and
 - (iv) ensuring that personal data is processed lawfully, transparently, and only for the purposes authorized by the Company.
- 7.4. Public Communications
The Affiliate must not issue any press release, public announcement, or similar communication relating to participation in the Affiliate Programme without the prior written consent of the Company including the approval of the content of such communication.
- 7.5. Survival of Obligations
The obligations set out in this Section 9 shall survive the termination or expiration of this Agreement for an indefinite period with respect to confidential and personal data.

8. TERM AND DEACTIVATION

8.1. Commencement and Duration

The Term of this Agreement shall commence upon the Company's approval of your Affiliate Registration and shall continue indefinitely unless and until either Party provides written notice of its intention to terminate this Agreement.

8.2. Termination by Notice

Termination under this clause shall take effect fourteen (14) calendar days after such notice is given. For purposes of this clause, delivery of a termination notice via email shall constitute written notice and shall be deemed effective immediately upon transmission.

8.3. Termination for Cause

Notwithstanding Clause 8.2, the Company may terminate this Agreement immediately, without prior notice, if the Affiliate breaches any of its obligations under this Agreement, acts negligently,

engages in fraudulent, unlawful, or otherwise inappropriate conduct, or otherwise fails to comply with the terms of this Agreement, in accordance with the remedies set out in Clause 4.3.

8.4. Effects of Termination

- 8.4.1. Upon termination or expiration of this Agreement for any reason, you must immediately remove all of Company banners, creatives and Marketing Materials from the Affiliate Website and any other platforms under your control, and disable all Affiliate Links, Affiliate Tags or other tracking mechanisms connecting the Affiliate Website to all Company Websites.
- 8.4.2. All rights and licenses granted to you under this Agreement, including any use of the Company's Intellectual Property Rights, shall immediately terminate. You shall cease any further use of such rights and materials.
- 8.4.3. The Affiliate shall return to the Company any confidential information and all copies thereof in your possession or control, and shall cease all uses of any such information.

8.5. Commission Consequences

- 8.5.1. No Commission shall accrue or be payable in respect of any New Customers referred to the Company after the effective date of termination. Any Commission properly accrued prior to termination shall be payable in accordance with Sections 5 and 6, and any other applicable provisions regarding High-Roller balances, fraudulent activity, bonus abuse, or clawbacks, subject to any set-offs, adjustments, or reclaim rights as set out in this Agreement.
- 8.5.2. Company may withhold final Commission payments for a period of up to ninety (90) days following termination or deactivation of the Affiliate Account to verify accuracy and ensure compliance with the Agreement. No Commission shall accrue or be payable for any New Customers referred after the termination/deactivation date.

8.6. Survival of Obligations

The Affiliate's obligations under this clause, including confidentiality, intellectual property, and data protection, shall survive the termination or expiration of this Agreement.

8.7. Inactivity and Deactivation

If an Affiliate generates no New Customer registrations for a continuous period of twelve (12) months, the Company reserves the right to deactivate the Affiliate Account. Upon such deactivation, any unpaid Commission may be forfeited unless otherwise agreed in writing.

9. GENERAL PROVISIONS

9.1. No Warranties and Disclaimers

The Company makes no express or implied warranties or representations with respect to the Affiliate Programme, the Company, or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness for a particular purpose, merchantability, legality or non-infringement). The Company does not warrant that the operation of our sites or the Affiliate Programme will be uninterrupted or error-free, and we will not be liable for the consequences if there are any interruptions or errors. In the event of any discrepancy between the reports generated in the Affiliate Account system and the Company database, the Company database shall be deemed final and binding, provided that the Affiliate may notify the Company in writing of any discrepancies within thirty (30) days of the relevant report, in which case the Company shall investigate such discrepancies in good faith.

9.2. Indemnity

You shall indemnify, defend, and hold harmless the Company, its directors, employees and representatives from and against any and all claims, liabilities, losses, damages and costs, including legal fees, resulting from or in connection with:

- (i) any breach by you of any provision of the Agreement;
- (ii) the performance or non-performance of your duties and obligations under the Agreement;
- (iii) your negligence, fraud or willful misconduct;
- (iv) any injury caused directly or indirectly by your negligent or intentional acts or omissions;
- (v) any unauthorised use of our creatives, links, or intellectual property; or
- (vi) any third-party claim relating to content or materials provided or used by you in connection with this Affiliate Programme.

9.3. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be held liable for any direct or indirect, incidental, special, or consequential damages (including any loss of revenue, profits, data, goodwill or reputation), arising out of or in connection with the Agreement or the Affiliate Program, even if we have been advised of the possibility of such damages.

9.4. Force Majeure

Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (other than payment obligations) where such delay or failure arises from events beyond its reasonable control, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, war, floods, fire, lightning, utility or communications failures, earthquakes, pandemics or other disasters. Should such an event occur, for more than thirty (30) calendar days, either Party may terminate the Agreement with immediate effect by providing a written notice to the other.

9.5. Relationship of the Parties

Relationship of Parties. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. You have no authority to make or accept any offers, commitments, or representations on behalf of the Company. You shall not make any statement, whether on your site or otherwise, that would contradict, or reasonably be understood to contradict, anything in this Agreement.

9.6. Assignment

You may not assign, transfer, or subcontract any of your rights or obligations under this Agreement, by operation of law or otherwise, without the Company's prior written consent. The Company may assign or transfer this Agreement in whole or in part at any time without your consent.

9.7. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability, without affecting the validity or enforceability of the remaining provisions. The Parties shall negotiate in good faith to replace any invalid provision with a valid one that most closely reflects the Parties' original intent.

9.8. Modifications

- 9.8.1. The Company reserves the right, at its sole discretion, to amend, modify, or update these Terms and Conditions at any time. Any such changes will be published on the Affiliate Portal or otherwise communicated to the Affiliate. Continued participation in the Affiliate Programme after such

publication or communication shall constitute the Affiliate's acceptance of the revised Terms and Conditions. While the Company will use reasonable efforts to notify the Affiliate of any material changes, it is the Affiliate's responsibility to regularly review the Terms and Conditions.

9.8.2. Should you disagree with any modification, your sole remedy is to terminate the Agreement in accordance with Section 8. Your continued participation in the Affiliate Programme following the effective date of any modification shall constitute your binding acceptance of such modification.

9.9. Entire Agreement and Notices

9.9.1. This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, communications, and representations, whether oral or written.

9.9.2. No statement, promise, or representation made by either Party not expressly set forth in this Agreement shall be binding. Any variation or amendment must be in writing and duly communicated in accordance with Section 9.8.

9.10. Waiver

The failure or delay of either party to enforce strict performance of any provision of the Agreement shall not constitute a waiver of such provision or of any other rights or remedies under this Agreement, nor shall it prevent or limit the future exercise of such rights or remedies.

9.11. Governing Language

The Agreement is drafted in English. In the event of any conflict or inconsistency between the English version of this Agreement and any translation, the English version shall prevail.

10. GOVERNING LAW

This agreement is governed by the laws of Costa Rica. Any disputes must be resolved in the courts of Costa Rica.

Any questions, communications, or notices relating to this Agreement should be directed to the Company at affiliates@vivaspin.com Notices shall be deemed received upon successful transmission of email, unless otherwise specified.