

TraffKnights is an affiliate program (hereinafter “The Program”), trading under the name [www.traffknights.com](http://www.traffknights.com) (hereinafter “The Website”), operated by The Company, for the purpose of providing you, the affiliate, (hereinafter “The Affiliate” or “you”) and other affiliates the opportunity to promote the casino brands (hereinafter “The Brands”) listed at <https://traffknights.irev.com/affiliates/en/app/offers>, in return for commissions, based on their success, in accordance with this agreement.

By marking the box “I agree with the TraffKnights Terms & Conditions” on your Affiliate Registration Application, The Affiliate gives his consent to enter into the following agreement with The Program, and to accept its terms and conditions.

Both parties, The Affiliate and The Company are individual independent entities and this User Agreement does not in any way create any legal relationship such as partnership, franchise, joint venture, agent or agency, sales representative, or any kind of employment between the parties.

PLEASE READ THE TERMS AND CONDITIONS SET OUT HEREIN TO THEIR FULL EXTENT BEFORE REGISTERING WITH US AND/OR BEFORE USING THE PROGRAM AND/OR PROVIDING ANY AFFILIATE SERVICES TO THE COMPANY.

From time to time, certain provisions of the User Agreement may change and shall be updated accordingly. The date of the most recent update to the User Agreement shall be posted at the top of this document. Each and every change will be effective immediately, and The Affiliate will be deemed to have accepted such changes without special notification from the Program.

These terms and conditions of the User Agreement are in effect from December 21, 2023 and supersede all previous terms and conditions.

## **1. REGISTRATION**

1.1 Signing up with The Program is forbidden for anyone under the age of 18.

1.2 To become an affiliate with The Program, you shall be required to submit a completed application.

1.3 Your application shall be evaluated and if found acceptable, you shall be notified of your acceptance to The Program.

1.4 The Company has the right, at its sole discretion, to reject any application at any time.

1.5 If accepted to The Program, an account (hereinafter “The Affiliate Account”) will be created for The Affiliate containing confidential information about The Affiliate’s activity in The Program and/or allowing The Affiliate to perform actions regarding The Affiliate Account. The Affiliate will be given the ability to log in to The Affiliate Account via login details such as an e-mail and/or password. The Affiliate’s login details must be kept confidential at all times. If The Affiliate suspects that his login details have become exposed to any other party, he must notify The Company immediately. The Affiliate is responsible for any unauthorized use of The Affiliate Account.

1.6 The Affiliate may register one account only. The Program sets a limit of one account per affiliate and reserves the right to investigate and close one or more accounts if multiple accounts have been opened that are connected to The Affiliate.

1.7 Only The Affiliate has permission to operate the registered account. Any other person must have the express consent of both The Affiliate and The Company to access a specific account.

## **2. LICENSE AND INTELLECTUAL PROPERTY**

2.1 Upon acceptance of your application to The Program, The Affiliate will be granted a non-exclusive right to direct potential customers (hereinafter “Customers” or “Customer”) to the Brands’ websites and/or landing pages, in accordance with the terms and conditions of this User Agreement.

2.2 The Company holds the copyright to the trademarks, service marks, logos, text and graphics materials displayed on the Website (hereinafter “The Intellectual Property”).

2.3 The Affiliate undertakes to respect all applicable copyrights and/or trademarks related to the Program and the Brands, and to exercise all necessary prudence in the use of the websites and take appropriate security measures.

2.4 The Affiliate is not permitted to alter, modify or change The Intellectual Property in any way whatsoever. The Affiliate may not use The Intellectual Property or any parts thereof for any purpose whatsoever other than promoting The Brands through the Program. In any event, no use of The Intellectual Property may be made without first submitting a sample of such use to The Company and receiving its prior written consent.

2.5 The Affiliate is not permitted to use The Intellectual Property in any manner that is disparaging or that otherwise portrays the Program and/or the Brands and/or anyone else in a negative way. A direct violation of the above shall result in Your Account being placed under investigation immediately.

2.6 The Affiliate may not represent The Company, any of The Brands or The Program.

2.7 Upon acceptance of the application The Affiliate will be granted a non-exclusive, non-transferable license, during the term of this User Agreement, to use The Intellectual Property for the sole purpose of displaying the banners and relevant, appropriate content on The Affiliate's website(s).

2.8 The Company is not responsible for the accuracy of any content or advertisements displayed by The Affiliate and shall not be responsible for or any violation of any applicable laws, orders, rulings or regulations arising anywhere in the world from where the advertisements or content, displayed by The Affiliate, can be accessed.

### **3. COMMISSIONS**

3.1 During the term of the User Agreement, The Affiliate shall be paid commission based on either a Revenue Share basis or CPA, CPL or Hybrid basis (hereinafter "Payment Plans").

3.2 If a Customer is referred by more than one affiliate, only the first referring affiliate may be entitled to commissions.

3.3 Net Revenue is the gross revenue generated from a Customer's bets. It consists of the Customer's losses minus wins minus fees (such as: licensing fees, taxes, payment processing costs and jackpot contributions).

3.4 The CPA payment plan is based on one-time payment for every verified Customer, referred by The Affiliate to the Brands through the Program.

3.5 The Program shall be under no obligation to pay any commissions under any of the Payment Plans with respect to Customers which have been blocked or suspended by The Company for any reason, including suspicion of fraud or a failure to validate their Customer account.

#### **4. PAYMENTS**

4.1 Commissions shall be paid by the Program to The Affiliate on a monthly basis, at around the 15th of each month and will include accumulated commissions up until the end of the previous month, within the constraints and limitations defined in this section and elsewhere in this User Agreement.

4.2 The minimum payout amount is \$100. If the accumulated commission has not reached this threshold, it will be carried over to the following month. This process will be repeated each month until The Affiliate's accumulated commission has reached at least \$100.

4.3 Commissions of \$100 or higher in any calendar month will normally be paid by bank wire transfer and commissions of less than \$100 will normally be paid by other methods. The Company reserves the right to use the payment method it sees fit. In the event that the only payment method provided is that of bank wire transfer and the commission to be paid is lower than \$100, the Program shall not be obligated to make the payment until the accumulated commission is equal to or greater than the minimum amount for wire transfer of \$100.

4.4 The Program has the right to withhold any current and/or future payment in case of a suspected fraud.

4.5 The Company will not disclose details of The Affiliate's commissions with any third party unless required to do so by law. If The Affiliate resides in a jurisdiction in which his commissions are taxable or must be declared, it is The Affiliate's responsibility alone to keep track of those commissions and report them to the proper authorities.

4.6 The Program shall not be liable for any tax, charge or levy imposed on The Affiliate in respect of his receipt of any sum due and payable under this User Agreement by any authority.

## **5. CONFIDENTIAL INFORMATION**

5.1 All information about The Program and/or The Company and/or The Affiliate Account, including but not limited to business and financial details, lists of Customers or any information relating to reports, records, statistics, The Affiliate's personal payment plan, processes, trade secrets, market opportunities, and personal data of The Program must be treated confidentially. Such information shall not be used or shared by The Affiliate for any purpose other than the performance of his obligations under this User Agreement.

## **6. ETHICAL CONDUCT**

6.1 The Affiliate hereby agrees that traffic referred by The Affiliate to The Brands shall not be generated by illicit or fraudulent means, including but not limited to registering as a player or making deposits directly or indirectly to any player account through tracker(s) for The Affiliate's own personal gain or a third party's personal gain.

6.2 The Affiliate shall not use relatives, friends, employees, or any other way to artificially increase the commission payable to The Affiliate. Violation of this provision will result in immediate termination of The Affiliate Account.

6.3 The Affiliate shall not target any person who is under the legal age for gambling.

6.4 The Affiliate shall not purchase domain names or operate websites which include identifiers identical or similar to any of The Company's trademarks or include identifiable elements on webpages, such as metatags or titles, which are identical or similar to any of The Brands' trademarks.

6.5 The Affiliate shall not make use of the Brands' names as keywords or search term on any search engine or sponsored advertising service.

6.6 The Affiliate shall not offer or provide incentives of any kind by The Affiliate or any third party to Customers in order to encourage them to sign up with The Brands, unless expressly authorized in writing by The Company.

6.7 The Program does not condone or permit the use of spam tactics. No unsolicited email or SMS text message may be sent without having previously obtained the consent of the intended recipients. Complaints

received regarding such methods may result in termination of The Affiliate Account.

## **7. LIMITATION OF LIABILITY**

7.1 The Program's shall not be liable for direct, indirect, special, punitive or consequential damages or for any loss, of any nature whatsoever, arising from or in connection with this User Agreement or The Program.

7.2 The Program's aggregate liability arising with respect to this User Agreement and the Program shall not exceed the total commission paid or payable to The Affiliate under this User Agreement.

7.3 The Program's obligations under this User Agreement do not constitute personal obligations of The Company's directors, officers, agents or shareholders.

## **8. TERM AND TERMINATION**

8.1 This User Agreement shall commence on the date of The Affiliate's acceptance to the Program as an affiliate and continue thereafter until terminated in writing by either party.

8.2 At any time, either party may immediately terminate this User Agreement, with or without cause, by giving the other party written notice of termination, where such notice may be served by e-mail.

8.3 In the event of termination of this User Agreement, for any reason, The Affiliate will immediately remove all references to the Brands and/or the Program from his affiliate website(s). In such an event The Affiliate shall cease the use of and remove from his website(s), all referral links and Intellectual Property and any other names, marks, content, logos, designs, or other proprietary designations or properties owned, developed, licensed or created by The Company and/or provided by or on behalf of The Company to The Affiliate pursuant to this User Agreement or in connection with the Program.

8.4 If The Affiliate breaches the terms of this User Agreement, The Company is entitled to terminate this User Agreement immediately and shall have no obligation to make any payments of commissions to The Affiliate.

8.5 Upon termination of this User Agreement by either party, The Affiliate shall no longer be entitled to receive any payment whatsoever from The Company or the Program and The Affiliate shall release The Company and the Program from all obligations and liabilities occurring or arising after the date of termination.

8.6 Termination of this User Agreement will not relieve The Affiliate from liability arising from any breach, including but not limited to breaches of confidential information, that occur prior to, at or subsequent to the time of termination. The Affiliate's obligation of confidentiality towards The Company shall survive the termination of this User Agreement for a period of 3 years.

8.7 If an account has been inactive for a period of 24 months or more, in that case, we shall automatically terminate the account, and the affiliate will not be eligible to receive any commissions.

## **9. LAW AND JURISDICTION**

9.1 This User Agreement, the interpretation and execution thereof, and the relationship between the parties, shall be governed by, and construed in accordance with, the laws of Curacao.

9.2 Any claim or dispute arising either directly or indirectly out of this User Agreement shall be brought before the competent court of the country of Curacao, which shall have exclusive jurisdiction.