

## Terms and Conditions

These terms and conditions apply to all members of our Affiliate Program and constitute a binding contract (the “Agreement”).

Important – Read these terms and conditions carefully before agreeing to them. To participate, you must accept these terms and conditions without modification. If you do not agree with the terms and conditions (or are not authorized to do so) under this Agreement, you should not continue with your application.

We reserve the right to, at any time and at our sole discretion, with or without giving any prior notice to the Affiliate, amend, alter, delete or add to any of the provisions of this Agreement. If applicable, a written notice of the amendments will be sent to the Affiliate’s nominated email address and such notice will be deemed to be served once sent by us. If you object to such amended terms, your sole remedy is to refrain from using the Affiliate Program. In the event of such amendment, all other terms of the Agreement will remain in effect. The Affiliate’s continuing participation in the Affiliate Program after any amendments or modifications have been made public will be deemed as the Affiliate’s acceptance of the new terms and conditions.

If it is necessary to do so, Betfusionpartners.com has the right in its sole discretion to withdraw the Website and/or any of the services without prior notice.

If the terms and conditions are published in any language other than English, where there is a discrepancy, the English language version shall prevail.

This Agreement is established between Betfusionpartners.com (officially recognized as brands bitubet.com, operated by MIBS NV, a limited liability company registered in Curacao trading as “Bitubet.com”) and you, the affiliate user (referred to as the “Affiliate”) of the Bitubet.com service. Additionally, it includes SlotJerry.com and Spinson.com, operated by Aspire Global International LTD, a Malta-based company, and AG Communications Limited, a Malta-based company. (trading as SlotJerry.com and Spinson.com)

### 1. Definitions

Agreement means the agreement between the Affiliate and betfusionpartners.com governing the terms of the Affiliate's participation in the Affiliate Program including:

- a) the Affiliate application form,
- b) these terms and conditions (as amended from time to time),
- c) the Bitubet, SlotJerry and Spinson Affiliate Partnership Program Agreement ,
- d) Betfusionpartners.com Privacy Policy in terms of Data Protection Laws;
- e) Any supplementary affiliate agreement entered which expressly amends or supplements this Agreement, and
- f) such other terms and conditions relating to the Affiliate Program which may apply from time to time and are provided or made available to the Affiliate in writing.

Affiliate, "you", "your" means any natural person or company or other legal entity (1) set out in the application form to join the affiliate program, and (2) which owns and operates a website or provides a marketing service in which the merchant's website/s is/are promoted for reward pursuant to the Betfusionpartners.com affiliate service and in accordance with the terms and conditions of this agreement.

Affiliate Account means your login-protected account, set up by us based on the information provided by the Affiliate in the application form, located on the betfusionpartners.com website which contains your individual Affiliate Tracking Link codes and on which you view commission statistics.

Affiliate Program means the program set, agreed to and entered between us and an Affiliate, in which the Affiliate is marketing Bitubet.com, SlotJerry.com and Spinson.com which creates links for the affiliate site(s) given by betfusionpartners.com site in return for the payment of a commission in accordance with this Agreement.

Affiliate Tracking Link means any link used by an Affiliate on a website (including the Affiliate's Website) or other materials (electronic or not) which link an Affiliate to marketing of our website pursuant to this Agreement and containing the relevant and applicable Affiliate Tracking Link Code.

Affiliate Tracking Link Code means the affiliate code used to track metrics such as conversions and clicks. The code is incorporated into the advertising material on the affiliates' different traffic sources.

Affiliate Website(s) means any website(s) (including any device, specific versions of such website(s) and any native applications related to such website(s)) that are operated by or on behalf of you and which we approve in writing for use by you in our Affiliates Program from time to time (including as part of your application to participate in such Affiliate Program);

Business Day means a day, other than a Saturday, Sunday or an official / statutory public holiday, on which trading banks carry out their normal operations in Curacao and **Gibraltar**

Click means an event which occurs when a visitor clicks on an Affiliate Tracking Link that results in a merchant's website in respect of an affiliate program being viewable to the visitor.

Commission Rate means the percentage of the Net Revenue and/or rate at which an Affiliate will be rewarded by a Merchant for promoting Merchant websites as set out in the Commission Rate Structure.

Commission Rate Structure means the commission rates contained under Clauses 7 and 8, or any specific commission rate structure agreed in writing between us and the Affiliate.

Confidential Information means any information of commercial or essential value for any of the Parties such as, but without limitation, financial reports, trade secrets, know-how, prices, business information, products, strategies, databases, information about New Customers, other customers and users of our websites, technology, marketing plans and manners of operation.

Data Protection Laws means all laws, regulations, legislative and regulatory requirements and codes of practice applicable to the processing of Personal Data including, without limitation and any regulations or instruments thereunder, Directive 95/46/EC of the European Parliament and of the Council of October 24 1995 and any successor legislation (including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"), as amended, of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data – as applicable as of 25 May 2018) and all applicable national implementing legislation and guidelines, or any applicable

analogous legislation in any jurisdiction, in each case, as amended, revised or replaced from time to time. You shall comply with all rules and regulations or law applicable to your territory. This includes all applicable legislation and/or regulations relating to the use of 'cookies'.

Betfusionpartners.com, "we", "our", "us" means the service, operated by MIBS NV, a limited liability company registered in Curacao which allows an affiliate to promote the Bitubet.com, SlotJerry.com, Spinson.com brand's on the affiliate's own website for reward in accordance with the terms and conditions of this Agreement.

Betfusionpartners.com, "we", "our", "us" means the service, operated Aspire Global International LTD, a Malta-based company which allows an affiliate to promote the brands [www.slotjerry.com](http://www.slotjerry.com) and [www.spinson.com](http://www.spinson.com) on the affiliate's own website for reward in accordance with the terms and conditions of this Agreement.

Bitubet.com means the merchant website, operated by MIBS NV, a limited liability company, which allows players to bet on casino and sports via the Bitubet.com website.

[www.slotjerry.com](http://www.slotjerry.com) and [www.spinson.com](http://www.spinson.com) means the merchant website, operated by, Aspire Global International LTD, a Malta-based company which allows players to bet on casino via the [www.slotjerry.com](http://www.slotjerry.com) and [www.spinson.com](http://www.spinson.com) website.

Merchant means Bitubet.com, Spinson.com & SlotJerry.com

Net Gaming Revenue means all Player bets minus all Player winnings minus Player bonuses minus taxes minus our admin fee minus chargebacks or fraud related charges.

New Customer means a new first-time customer to our Website(s) who is referred by and ascribable to the Affiliate Website(s) and who makes a first deposit amounting to at least the applicable minimum deposit at our Website(s) in our Website(s) betting account in accordance with the applicable terms and conditions of our Website(s), but excluding the Affiliate, its employees, relatives and/or friends.

Parties means Betfusionpartners.com and the Affiliate (each a “Party”).

Player means (1) a natural person(s) who is eligible to open an account and has successfully registered, opened and holds a new active player account, including username and password, on the Bitubet.com, www.slotjerry.com and [www.spinson.com](http://www.spinson.com) website/s, (2) can be linked to the Affiliate’s Account by using the Affiliate Tracking Link code, (3) has not been a Player with us before and has not had a previous account on any of our Websites, (4) is not located in a Restricted Territory, (5) is not located in a territory which has previously fallen within the definition of a Restricted Territory or a territory which has otherwise been deemed a territory from which you may not send Players to us in accordance with any previous version of this Agreement or any previous contract between you and us unless we have notified you personally in writing that you are entitled to refer such Players, (6) who has made a first real-money deposit with us, amounting to the minimum required deposit, (7) is accepted as a player under any applicable sign up or identity verification procedure which we may require; (8) is not the Affiliate, its employees, relatives, friends and/or has shared IP addresses, and (9) has adequately fulfilled any other qualification criteria that we may introduce from time to time. Notwithstanding any other provisions contained elsewhere in this Agreement, we reserve the right to alter the above-mentioned qualifying criteria at any time by virtue of placing a notice on our website(s).

Restricted Territory/ies means the territories as are listed and set out under Clause 20, which has been segmented into each individual brand.

Sub-Affiliate(s) means all traffic generated by a 3rd party introduced to us by you via your dedicated links and that registers with Betfusionpartners.com through your dedicated Affiliate Referral Link.

Tracking Cookie means an identifier used to determine which Affiliate referred a Visitor to a Merchant’s website in respect of an Affiliate Program and includes pixel tracking.

Website(s) means the domain www.Betfusionpartners.com and any subdomains or related domains you may be redirected to (depending on your location), including but not limited to Bitubet.com, SlotJerry.com or Spinson.com

1.1 Interpretation: Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or

extended at the relevant time. The headings in this Agreement are for convenience only and shall not affect their interpretation. Where the context dictates in this Agreement, the singular shall include the plural and vice versa and any gender includes the other genders. Any reference to a clause shall mean a clause of this Agreement.

## 2. General Provisions

2.1 These terms and conditions are personal to the Affiliate, and you shall not, without our prior written consent, assign, transfer or subcontract all or any of your rights or obligations under the Agreement. We may assign/transfer this Agreement and our rights to any of our associated companies or any third-party. We do not waive our right to exercise such right to assign/transfer, notwithstanding the existence of any lack of supervision over the Affiliate's adherence to the terms and conditions of this Agreement.

2.2 No variation of these terms and conditions will be valid unless authorised in writing by one of betfusionpartners.com duly authorised representatives.

2.3 Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement against you. None of our employees, officers or agents may verbally alter, modify, or waive any provision of this Agreement.

2.4 The Parties are independent contractors, and no terms in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties; or shall authorise either party to enter contractual relationships or incur obligations by or on behalf of the other. The Affiliate will have no authority to make or accept any offers or representations on behalf of us. The Affiliate will not make any statement, whether on its website or otherwise, that states or implies that the Affiliate has the authority to represent us.

2.5 If any provision in this Agreement is or becomes invalid or unenforceable and/or is found by any competent authority or a court of law to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions of this Agreement and such provision will be replaced by one which shall come as close as possible to the commercial purpose of the void provision. All other provisions of this Agreement shall continue in full force and effect.

2.6 Unless otherwise provided for, this Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter – between the Parties. Each Party acknowledges and agrees that by entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether Party in this Agreement or not) other than as expressly set out in this Agreement.

2.7 It is the Affiliate's duty to review this Agreement periodically to ensure familiarity with its most current version.

2.8 We may at any time (directly or indirectly) enter into the different marketing terms with other Affiliates on the same or different terms as those provided to you in this Agreement.

2.9 Audit: The Affiliate will allow us, and reputable third-party auditors appointed by us to conduct an audit of the activities and records of the Affiliate, and permit us to take copies of such records, on reasonable notice, at reasonable times, and no more than once during each year of the term. The Affiliate will provide access to its records, systems, facilities and/or personnel (each to the extent reasonably necessary) in connection with the audit.

2.10 Force Majeure: The term "Force Majeure" in respect of a Party refers to exceptional events which prevent or hinder the performance of an obligation and means an event beyond the reasonable control of that Party without the fault or negligence of that Party. The Parties shall not be held liable for the failure to fulfil their obligations, when such failure is caused by events outside their control, including, without limitation, supernatural events, wars, revolts, sabotage, terrorism, embargo, fire, floods, accidents, earthquakes, epidemics, pandemics, strikes or other labour-related problems, as well as interruption or delay in the transmission of telecommunication services, actions undertaken by its providers or producers, incapacity of obtaining the required materials, deliveries of electrical power required for the provision of the services, sanctions, acts of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing. Fulfilment of the obligations is postponed until the end of such events and their consequences. If they last for more than 30 (thirty) days, either Party shall be

entitled to, after due consultation with the other Party in an effort to come to a mutually acceptable arrangement, terminate the Agreement on written notice to the other Party, without liability.

2.11 Notices: Any notice given or made to us under the terms of this Agreement shall be sent via email to affiliates@betfusionpartners.com and marked for the attention of the Affiliate Account Manager. We shall send the Affiliate any notices given or made under the terms of this Agreement to the nominated email address in the Affiliate Account. Any notice shall be deemed to have been received within 24 hours of delivery. If the receipt occurs before 9.00 a.m. CET on a Business Day, such notice shall be deemed to have been received on that specific day. If such receipt occurs after 5.00 p.m. CET on a Business Day, or on any day which is not a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the following Business Day.

2.12 Without derogating from our rights under this Agreement and/or by law, we may set off any amount which you owe to us pursuant to this Agreement and/or by law from any sum that you are entitled to receive from us, from whatever source.

2.13 WE MAY TERMINATE THIS AGREEMENT IF WE DETERMINE IN OUR SOLE DISCRETION THAT YOUR WEBSITE, ITS CONTENT AND/OR ACTIVITY IS UNSUITABLE. Unsuitable sites / content and/or activity include, but not limited to: display child pornography or other illegal or sexual acts or sexually explicit materials, contains obscene/defamatory/hate/violence/offensive content, promote violence or obscenity, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, promote illegal activities or violate intellectual property rights (including without limitation, scraping text or images from our Website), actually or potentially infringing any of our rights and/or any other third party, contains pages targeted at any person under 18 years of age, are otherwise deemed and considered by us at our sole discretion to be offensive and/or inappropriate and/or unsuitable and so notified by us.

### 3. Application to join our Affiliate Program

3.1 You declare that you maintain, have acquired and made all the necessary registrations, permits, authorizations and licenses that may be required for this Agreement. It is our full expectation that any new Affiliate acknowledges, appreciates and understands the applicable laws that apply to them. Any new Affiliate application includes a review of your Affiliate Website(s) which may



include, but not limited to, an assessment of your application of the applicable laws.

3.2 To become a member of our Affiliate Program, you will need to accept these terms and conditions, complete the application form and provide us with any supporting documents which we reasonably request.

3.3 By submitting an application, you hereby represent and warrant that:

3.3.1 the information provided in your application form is correct and up-to-date and you will update it as required on an ongoing basis in order to ensure that it remains correct.

3.3.2 you have not already registered as an Affiliate (only one Affiliate account is permitted per person, unless we expressly approve additional Affiliate accounts in writing);

3.3.3 you are aged 18 or over (or any other higher age restrictions that may apply to different jurisdictions), legally capable of entering into a binding contract, and you are not aware of any legal, commercial, contractual or other restriction against your participation in the Affiliate Program in accordance with this Agreement.

3.3.4 both prior to and upon approval of your application, you possess the legitimate right to enter into this Agreement as well as the right to carry out all and any obligations under this Agreement.

3.3.5 if you are registering on behalf of a company, that you have the full right, power and authority to enter into this Agreement on behalf of the company.

3.3.6 your performance of this Agreement shall not infringe the intellectual property rights or any other rights of any third party, including without limitation, right of privacy, right of publicity, contractual or other right of any person, or constitute any libel or slander or defamation of any person.

3.3.7 you shall provide, at any given point, both before your acceptance as an Affiliate as well as at any point during the duration of the Agreement, whether you are a natural person or a juristic person/entity, upon our request, any due diligence information, KYC documentation, including but not limited to: - proof of identity, proof of physical / business address, incorporation / company registration documents; and

3.3.8 you shall provide, at any given point during the duration of the Agreement, any such information to us as we may reasonably require in order to enable us to comply with our information reporting and other obligations to any relevant supervisory authorities.

3.4 You undertake that if there should, at any time during your participation in the Affiliate Program, occur any event which may cause any of the above warranties to not be capable of continued fulfilment by you, or which may prevent you from wholly fulfilling your obligations in accordance with this Agreement, you shall promptly notify us, and we shall be entitled to terminate your participation in the Affiliate Program immediately, without the requirement to make any further payments to you.

3.5 We have full discretion in deciding whether to accept or decline your application to join the Affiliate Program. There exists no entitlement to participate in our Affiliate Program. Our decision is final and will be communicated to you by email at the address nominated in your application form. The effective date of this Agreement is when you receive an email from us notifying you that you have been accepted onto the Affiliate Program. If you receive confirmation from us that we have accepted your application, this Agreement shall come into force and shall become legally binding and enforceable.

3.6 You acknowledge and specifically agree that it is your responsibility to keep your Affiliate details (including, but not limited to, all commission payment details), as registered on your Affiliate Account, correct and up to date.

3.7 Your Affiliate Account is also governed by our Privacy Policy.

#### 4. Our Obligations

4.1 We will convey all the necessary information, affiliate-links and marketing material to the Affiliate. We will supply you with the links for inclusion on the Affiliate Website. Subject to this Agreement, you may display the links as often and in as many areas of your Affiliate Website(s) as you wish.

4.2 We will handle the revenue and traffic that the Affiliate has created through the affiliate-links. We will report to the Affiliate the exact numbers of earnings generated from the affiliate-links, such as Net Revenue and Affiliate commissions.

4.3 We handle all customer services and related queries related to our business.

4.4 We will pay Affiliate commissions according to the terms & conditions and rules of this Agreement.

4.5 We shall use our best endeavours to ensure that whenever a user links to the Website through the links and subsequently becomes a Player, the relevant Player is identified as originating from the Affiliate Website. However, we shall not be liable to you in any way if we are unable to identify a Player as originating from the Affiliate Website.

4.6 We will track Players' play and will supply reports summarising Player activity to the Affiliate. The form, content and frequency of the reports may vary from time to time in our sole discretion.

4.7 We have the right to refuse the registration of Players or close their accounts in our sole discretion.

4.8 We make no representation that the operation of the Website will be uninterrupted or error-free and we will not be liable for the consequences of any interruptions and/or errors.

4.9 We have the right to monitor your Affiliate Website at any time to determine whether you are complying with these terms and conditions.

4.10 We reserve the right to terminate your participation in the Affiliate Program immediately and without prior notice to you if you commit fraud and/or abuse this Affiliate Program in any way. If such fraud and/or abuse is detected, we shall not be liable to you for any commissions for any fraudulent sales and/or sales based on such fraud and/or abuse.

## 5. Your Obligations

5.1 With this Agreement and by joining our BetFusion Partners Affiliate Program, you agree that the manner and content of your marketing and promotion activities directed towards British Users, whether directly or indirectly, shall be conducted at all times in accordance with: (i) the Gambling Industry Code for Socially Responsible Gambling; (ii) the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing ("CAP Code"); (iii) the Consumer Protection from Unfair Trading Regulations; and (iv) any and all other applicable rules relating to advertising in Great Britain, each as may be

amended. If you market our Brands Spinson and SlotJerry in the UK or to UK customers, then by accepting these terms you confirm you are fully aware of all the following marketing obligations and/or requirements of:

5.2 The UK Gambling Act and the UK Gambling Commission as stated in the respective LCCP; The principal rules governing gambling advertising in Great Britain administered by the Committee of Advertising Practice (CAP) and the Broadcast Committee of Advertising Practice (BCAP), which are adjudicated upon by the Advertising Standards Authority (ASA); Gambling industry Code for Socially Responsible Advertising (IGRG) as amended from time to time and you further confirm that you will always fully adhere to all the above conditions.

5.3 Additionally, if you are marketing our Brands you must ensure that you meet the General Data Protection Regulation (GDPR) standards. You also agree that if you breach any such conditions, that we can terminate the contract and withhold any monies due."

5.4 By agreeing to participate in this Affiliate Program, we grant you the non-exclusive, limited, revocable and non-assignable right to create and maintain unique hypertext reference links from your Affiliate Website to the Websites which are branded as, Bitubet.com, www.slotjerry.com and [www.spinson.com](http://www.spinson.com)

5.5 We reserve the right to retain all amounts otherwise due to you under this Agreement if we have reasonable cause to believe there has been traffic generated in bad faith.

5.6 We also reserve the right to withhold Affiliate payments and/or suspend or close Affiliate Accounts where Players are found to be abusing any of our offers and/or promotions, whether done with or without your knowledge. Such situations to include, but not be limited to, different Player's betting both sides of an event or market to limit risk and claim bonuses.

5.7 Your activities shall comply with all applicable laws and industry practices applicable to online marketing, online advertising, and marketing of online gambling sites.

5.8 You shall take reasonable steps to ensure the reliability and proper training of your employees, officers and representatives and that such employees, officers and representatives understand the data protection and marketing requirements applicable to both the Affiliate and to us.

5.9 You agree to use your best efforts to market and promote Bitubet.com, SlotJerry.com and Spinson.com or one of these brands, as agreed upon with your affiliate manager, in a manner consistent with good business ethics and in good faith, and that you shall always act in a manner that will not harm our reputation and goodwill.

5.10 You are responsible for your Affiliate Website: -

5.10.1 With reference to Clause 2.14 hereinabove, the Affiliate shall be solely responsible for the operation and content of its Affiliate Website. The Affiliate shall remove such offensive and/or inappropriate and/or unsuitable content immediately upon receiving notification from us that the content is in breach of these provisions.

5.10.2 The Affiliate agrees to ensure that its activities and its site will comply with all legislation, regulations, rules and codes of practice in the jurisdiction that it is operating from and any other jurisdiction that a Player or we operate within.

5.10.3 If the Affiliate is found to be in breach of any legislation it agrees to indemnify us for any costs relating to any legal proceedings, actions, disputes, damages and/or penalties.

5.11 You shall not do anything or cause anything to be done that may affect our ability to be qualified for or to hold or maintain any license, permit or approval granted, or to be granted, by any competent authority. Similarly, you shall not do anything or cause anything to be done that may reasonably be construed as causing us reputational damage and/or create a material negative perception of the integrity of Bitubet.com, SlotJerry.com, Spinson.com or our Affiliate Program Betfusionpartners.com.

5.12 We prohibit any Affiliate activity in connection with any content or material which contains: (a) third party intellectual property which the Affiliate is not properly licensed to use; (b) information that is unlawful, harmful, threatening, obscene, discriminatory, scandalous, fraudulent and/or offensive; (c) any information that may subject Bitubet.com, SlotJerry.com, Spinson.com or our Affiliate Program Betfusionpartners.com to any cause of action, in law, equity or otherwise; or (d) any information which Bitubet.com, SlotJerry.com, Spinson.com or our Affiliate Program, in its sole discretion, determines to be objectionable, harmful, in bad taste, or potentially damaging to the interests

and goodwill of Bitubet.com, SlotJerry.com, Spinson.com or our Affiliate Program.

5.13 You may not conduct any marketing or promotional activity which may (a) potentially deceive, confuse or mislead users and/or (b) infringe on any third-party rights, including the rights of privacy, publicity, or Intellectual Property rights. You shall ensure that the Marketing Materials are displayed only in connection with websites and materials which are lawful, proper, professional and tasteful.

5.14 Your Affiliate Website(s) must not copy the look and feel of our websites or have the potential to cause the impression that any sites or landing pages used by you are owned, operated or affiliated with us or any of our associated brands.

5.15 We reserve the right to demand the immediate takedown or modification of any materials that you distribute, or cessation of any or all marketing activity in connection with Bitubet.com, SlotJerry.com, Spinson.com or our Affiliate Program, Betfusionpartners.com at any time and in our sole discretion. We have the right, from time to time, to review your affiliate marketing activities and in our sole discretion may approve or reject your marketing methods and/or Affiliate Websites.

5.16 You agree that you shall neither offer nor provide incentives (financial or otherwise) to any potential New Customer without our prior written approval, excluding the standard promotional programs which we may make available to you from time to time through the Affiliate Program.

5.17 You will not knowingly benefit from known or suspected activity not performed in good faith (or alternatively, performed in bad faith), whether such activity actually causes damage to us or not.

5.18 You undertake and agree to maintain complete records, regarding your activity in the Program and any marketing or promotional activity undertaken in furtherance thereof, during and for a period of one year after the termination or expiration of your participation in the Affiliate Program.

5.19 You acknowledge and specifically agree that in performing your obligations under this Agreement, you are strictly prohibited from marketing and promoting our Websites to residents of the Restricted Territories and you shall exercise all possible technical and operational measures to prevent marketing to residents of the Restricted Territories.

5.20 You shall not acquire any right to any data relating to the Players and/or potential customers.

#### 5.21 Users' data

"Data Protection Laws" refer to all laws, regulations, legislative and regulatory requirements, and codes of practice governing the processing of Personal Data. This includes, but is not limited to, the UK Data Protection Act 1998 and any related regulations or instruments, Directive 95/46/EC of the European Parliament and of the Council dated October 24, 1995, and any subsequent legislation (including Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, concerning the protection of natural persons regarding the processing of personal data and on the free movement of such data, applicable as of May 25, 2018).

You are obligated to consistently adhere to all applicable Privacy and Data Protection Requirements and employ reasonable precautions to ensure that all user data is sourced, stored, used, and otherwise processed ethically and in complete compliance with Privacy and Data Protection Requirements. This involves, among other things, ensuring that individuals concerned have, when legally required, provided consent and have been given the opportunity to opt in to receive relevant marketing material, as well as the option to unsubscribe. You acknowledge and agree that you will bear sole responsibility and liability for selecting individuals for Promotion Mails or other communications, ensuring compliance with all applicable Privacy and Data Protection Requirements. Consequently, you are the entity sending and initiating such communications (while still being required to comply with all provisions of this Agreement). It is explicitly stated that all data related to the Users, provided to us by Users, shall be and remain our exclusive property.

5.22 You are expressly forbidden from providing the Players' details to any third party, during the term of this Agreement and at any time after the expiration or termination of this Agreement. If you do, we shall be entitled to immediately terminate this Agreement and to indefinitely withhold and seize all Affiliate fees owing to you at such time, which shall be forfeited to us.

5.23 You shall not read, intercept, modify, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person.

5.24 You shall not alter, redirect or in any way interfere with the operation or accessibility of our Websites or any page thereof.

5.25 You shall not attempt to intercept or redirect (including via user-installed software) traffic from or on any website or other place that participates in our Affiliate Program.

5.26 Without derogating from any of the above, the Affiliate shall not at any time by itself, nor will the Affiliate allow, assist or encourage others to use or cause spamming.

5.27 You acknowledge and specifically agree that any breach of the aforementioned obligations shall constitute a material breach of this Agreement and we may (without limiting any other rights or remedies available to us), at our sole discretion, withhold any Affiliate fees and/or terminate this Agreement with immediate effect.

## 6. Affiliate Marketing

6.1 By participating in the Betfusionspartners.com Affiliate Program, the Affiliate agrees to place creative and marketing materials (including but not limited to banners, text links and email promotions) on the Affiliate's own Affiliate Website(s) and/or other marketing platforms, promoting the Bitubet.com, SlotJerry.com & Spinson.com brand.

6.2 Affiliates shall market and refer potential Players to the Bitubet.com, SlotJerry.com and Spinson.com brands websites.

6.3 The Affiliate may not attempt to communicate with any Player whether it be direct or indirect to coerce them to move over to another online site which is not owned by Bitubet.com, SlotJerry.com & Spinson.com without our prior written approval. Should you nonetheless do so, we may (without limiting any other rights or remedies available to us), in our sole discretion, withhold any Affiliate fees (which shall be forfeited to us) and/or terminate this Agreement with immediate effect.

6.4 Betfusionpartners.com shall provide the Affiliate with approved marketing materials and advertising creative inclusive of creative banners, editorial columns, images, logos, email template, and text links (the "Materials"). These Materials are available through the Betfusionpartners.com website. You may only use promotional Materials supplied by Betfusionpartners.com, unless we have given you prior written approval to use external promotional material.



6.5 You may not alter the Materials' appearance nor refer to us in any promotional Materials other than those which are made available to you.

6.6 You agree that you will adhere to all policy and guideline documents which we send you from time to time. In addition, you agree that you will keep up to date with all marketing rules, including, and where applicable, any Advertising Standards Authority guidelines, and that you will undertake any online training courses which we may require you to complete.

6.7 You will not: (i) use any systems and tipster sites unless you clearly state that using these sites does not guarantee success; and (ii) display or promote matched betting and/or systems on your Affiliate Website(s) and/or platforms.

6.8 You must always ensure that each advert promoting an offer complies with our brand's image.

6.9 Affiliates may not use spam to promote the Affiliate Program. Affiliates sending advertising via blogs, email, forums, live messages without the recipients' permission to send such material shall constitute spam. If you do, we may, at our sole discretion, terminate your Affiliate Account with immediate effect.

6.10 No Affiliate is permitted to use the Betfusionpartners.com, Bitubet.com, SlotJerry.com & Spinson.com brand as part of any PPC advertising campaign. If you are found to be brand bidding, we reserve the right, at our sole discretion, to withhold any Affiliate fees and/or terminate your Agreement with us with immediate effect.

## 7. Revenue Share Commission Model

7.1 We encourage an active Affiliate Program, and for the benefit of all Parties we reserve the right to review and take action against any Party that has been inactive for more than 6 months.

7.2 The Affiliate shall receive a Commission at the rate which is specified in Clause 8 hereinbelow.

7.3 Every new first time deposit an Affiliate brings in monthly, will determine the % of NGR the Affiliate shall receive for their entire base in that particular month.

7.4 The Commission is paid for the lifetime of the Player on the sole proviso that the Affiliate's Affiliate Account remains active.

7.5 Commissions owed to Affiliates must be withdrawn within twelve (12) months from when such amount becomes due. If the Affiliate fails to withdraw within this time period, we will declare the outstanding amount to be forfeited to us and we will have no liability to pay it.

7.6 Should an Affiliate's Affiliate Account be deemed as inactive; no Commission shall be due or payable. If the account is subsequently reactivated, the Commission becomes payable from the month in which the reactivation takes effect.

7.7 No Commission will be retroactively paid out for any amount of inactivity.

7.8 Commissions will not carry over when an Affiliate Account is in the inactive state to a reactivated account.

7.9 Meaning of "Inactive" –

7.9.1 For the Affiliate: To remain active, an Affiliate Account must meet at least ONE of the following minimum requirements within a quarterly (three (3) calendar month) period:

The Affiliate must have generated at least –

7.9.1.1 99 clicks via any form of their unique tracking link (banner, email, social media and/or other); or

7.9.1.2 2 verified Player registrations to the Bitubet.com, SlotJerry.com or Spinson.com website.

7.9.1.3 An Affiliate Account will be reactivated if they meet any one of the two above requirements and concurrently requests reactivation of their Affiliate Account via written notification sent to the following email address: affiliates@betfusionpartners.com

7.9.1.4 At any time where three (3) calendar months have passed and an Affiliate Account remains inactive, we shall be entitled, in our sole discretion to: (i) suspend the Affiliate's Affiliate Account; and/or (ii) adjust the rate of the Affiliate's Commission. The Affiliate will be given 24 hours' notice before this adjustment takes effect.

7.10 If the Affiliate Account is unused for withdrawals, or is otherwise inactive (such inactivity may include, for example, the Affiliate not logging into his/her account), for a period of at least six (6) months, it will be deemed an “Inactive Account”. We shall notify the Affiliate that its account is an Inactive Account and that an Inactive Account administrative fee may be deducted if the Affiliate does not reactivate its Affiliate Account.

7.10.1 No such administrative fee will be deducted from the Affiliate Account prior to us having made reasonable efforts to contact the Affiliate via the contact details last provided. The administrative fee will be applied against the payments (including future payments) that would otherwise be payable to the Affiliate. If the Affiliate has any queries regarding inactive accounts, it should contact us for further information.

7.11 Where fourteen (14) days have passed since such notification was sent to the Affiliate, and the Affiliate Account remains inactive, the Affiliate’s Affiliate Account shall be closed without further notice to the Affiliate and this Agreement shall be terminated.

## 8. Commission Rates

8.1 The Bitubet.com SlotJerry.com & Spinson.com Affiliate commission structure is based on monthly referred players (FTD’s).

8.2 Lifetime Revenue Share based on Net Gaming Revenue:-

8.2.1 Tiered structure:

1. Monthly unique first-time depositors 1 to 10 = 30%
2. Monthly unique first-time depositors 11 to 20 = 35%
3. Monthly unique first-time depositors 21 to 40 = 40%
4. Monthly unique first-time depositors 41-60 = 45%
5. Monthly unique first-time depositors 60+ = 50%

## 9. Commission Terms; Payment; No Negative Carry-Over

9.1 Commissions are only paid on referred Players and not paid on any tickets purchased by the Affiliates themselves.

9.2 Commissions are not paid via fraudulent credit card transactions and/or reversed/charged back transactions. The referring Affiliate will be made aware of any such transactions as soon as possible. Should an Affiliate's Commission for the reversed/charged back transaction already be remitted, betfusionpartners.com shall deduct the full amount of Commission from the fraudulent transaction from future Affiliate Commissions until the amount of chargeback is reclaimed in full.

9.3 We reserve the right to immediately terminate an Affiliate Account that has in our sole discretion, an unusually high quantity of chargeback refunds. Furthermore, we shall notify the relevant authorities and may pursue legal damages against any Affiliate suspected to be involved in fraudulent charge back activity.

9.4 We do not have any obligation to any Affiliate pay out if we have reason to believe that Affiliate traffic is in any way illegal or if the Affiliate is in breach of any provision of this Agreement or the applicable rules.

9.5 In case of fraud, non-compliance or suspected fraud we reserve the right to terminate the Agreement with immediate effect and withhold any Commission accumulated on the Affiliate's Affiliate Account.

9.6 An Affiliate's Commission may also be reduced or suspended if the Affiliate reduces the promotion of our brand.

9.7 The Affiliate Program will track all first-time deposits generated via the unique Tracking Cookie placed on each Affiliate's Affiliate Website and in accordance with the Commission structure as set out in Clause 8 hereinabove.

9.8 We shall calculate Affiliate Commissions due on the 1st day of each calendar month for the traffic referred the previous month. Payments will be made to Affiliates within seven (7) business days. Payments are made in EUR(€).

9.9 A minimum threshold is applied and the Commissions under this threshold will be paid when the minimum threshold is exceeded. Monthly Commissions not exceeding €400.00 shall be carried over until the following month or until such time that the total Commission due exceeds €400.00. An invoice is required from the affiliate each month, if their threshold has been reached.

9.10 Affiliates maintain confidential access to their Affiliate Accounts to view real time statements showing total sales, the commissionable rate and the total Commission due. All calculations in connection with the Commission amount

due and payable to the Affiliate will be made by us and based solely on our systems' data and records.

9.11 If the Affiliate disagrees with the reported Commission, the Affiliate shall report it to us within seven (7) days of the statement being produced on the Affiliate Account. If the Affiliate does not report its differing opinion to us within the given time, this will be interpreted and deemed to mean that the Affiliate agrees with and accepts the reported Commission for that current period. In case of any discrepancies in the Commission calculations and/ or pay-out we reserve the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

9.12 The Affiliate agrees to return all received Commissions that have been based on fraudulent or falsified transactions and to compensate us for any costs and losses related to these transactions (including legal fees and costs).

9.13 We may, at our sole discretion, refrain from paying any balance of Commissions owed to an Affiliate for up to 180 days, where an investigation is required to confirm whether the relevant and applicable transactions have taken place in accordance with this Agreement.

9.14 "No Negative Carry-over Rule":

9.14.1 If the total Net Revenue from your referred customers is negative for a given month, the negative balance will be carried over from month to month, until a positive balance is achieved, unless agreed otherwise.

9.14.2 If you are not eligible for an Affiliate Commission payment, and you carry over a positive total Net Gaming Revenue amount for a given month, any negative total Net Gaming Revenue from the following calendar month shall be offset against the positive total Net Gaming Revenue carried over from the previous month.

9.15 We shall not be liable for delayed payments due to any unforeseen reasons.

9.16 We shall transfer funds only to the designated and nominated account detailed on the Affiliate's application form. Once an invoice has been submitted by the affiliate. Third party wire transfers are prohibited by us.

10. Sub-Affiliate Program Terms of Use

10.1 Introduction: The Affiliate may introduce potential Sub-Affiliates to Betfusionapartners.com and the Sub-Affiliates application will be evaluated and considered by us. If the application is accepted, the Affiliate will be notified by us of the acceptance of the Sub-Affiliate's successful application. We reserve the right, at our sole discretion, to reject and/or decline a Sub-Affiliate application.

10.2 Sub-Affiliate Agreement: As a condition of our acceptance of a Sub-Affiliate to our Affiliate Program, each Sub-Affiliate shall be required to accept the betfusionparnters.com Affiliate Agreement.

10.3 Sub-Affiliate Commissions: Sub-Affiliates shall receive commission from us in accordance with the revenue share commission as set out within the Affiliate Agreement. The Affiliate shall be entitled to receive commission from us in relation to commission received by Sub-Affiliates introduced by the Affiliate (a "Sub-Affiliate Commission"). A Sub-Affiliate Commission shall be calculated on a per gross revenue basis.

10.4 The Sub-Affiliate Commissions shall be as follows:

10.4.1 Campaign Commission Type Commission payable

10.4.2 Bitubet.com, SlotJerry.com and Spinson.com referral commission amount is 5%

10.5 Restrictions on Sub-Affiliates: Sub-Affiliates are strictly prohibited from doing any of the following: (i) Introducing yourself or a family member as a Sub-Affiliate, (ii) Offering or providing a Sub-Affiliate or potential Sub-Affiliate any incentive (financial or otherwise) to act as or become a Sub-Affiliate.

10.6 Termination: Should a Sub-Affiliate violate and contravene any of the terms and conditions contained in this Agreement, we reserve the right, at our sole discretion, to withhold any Sub-Affiliate commission and/or terminate said Sub-Affiliate's Agreement with us with immediate effect.

## 11. Taxes and Other Charges

11.1 You are fully responsible for all taxes, fees and other costs incidental to and arising from any payments made to you under this Agreement, including without limitation any processing fees. You will indemnify and reimburse us for any costs, expenses or losses that may be caused to us as a result of any claim or demand made by any governmental or other authority, regarding tax

withholding obligations or similar obligations to which we may be subject in connection with making payments to you. We will be entitled to withhold or set-off any such amounts from the payments made to you. All Affiliates shall be responsible for paying all taxes (income, sales or otherwise) on their affiliate earnings under the laws applicable to them.

### 13. Limitation of Liability; Indemnity; Disclaimers

#### 13.1 Limitation of Liability:

13.1.1 WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE AFFILIATE PROGRAM, NOTWITHSTANDING THAT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT AND THE AFFILIATE PROGRAM SHALL NOT EXCEED THE TOTAL AMOUNT OF COMMISSION FEES PAID OR PAYABLE TO YOU FOR THE FOUR MONTHS PRIOR TO THE DATE OF THE CLAIM ARISING.

13.1.2 FOR THE AVOIDANCE OF DOUBT, IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY DISPUTE OR CLAIM BETWEEN THE AFFILIATE AND ANY USER OF THE AFFILIATE'S WEBSITE.

#### 13.2 Indemnity:

13.2.1 YOU SHALL DEFEND, INDEMNIFY, AND HOLD US, THE PROPERTIES, AND EACH OF THEIR RESPECTIVE GROUP AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, MANAGERS, AGENTS, OFFICERS, EMPLOYEES, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING LEGAL AND PROFESSIONAL FEES, RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN THE AFFILIATE PROGRAM, ANY BREACH OF THIS AGREEMENT BY YOU, YOUR ACTS OR OMISSIONS, YOUR NEGLIGENCE, OR YOUR USE OR MISUSE OF BANNERS, ICONS, LINKS, TRADE MARKS OR OTHER INTELLECTUAL PROPERTY PURSUANT TO THIS AGREEMENT AND/OR TRACKING MECHANISMS.

#### 13.3 Relationship of parties:

You are prohibited from making any payments or providing undue financial or other advantages, directly or indirectly, to any entity, government, corporation, or individual with the intent of improperly influencing the consideration of

applications for business activities or the receipt of other benefits, including obtaining or retaining business. You are required to:

(a) Adhere to all Applicable Laws related to anti-bribery and/or anti-corruption, including, if applicable, the UK's Bribery Act 2010;

(b) Refrain from participating in any activity, practice, or conduct that constitutes an offense under relevant anti-bribery and/or anti-corruption legislation (including acts that would be offenses under sections 1, 2, or 6 of the UK's Bribery Act 2010 if such activities were conducted in the UK); and

(c) Promptly notify us if you become aware of, or have reason to believe that, you have violated your obligations under this clause.

#### 13.4 Disclaimers:

13.4.1 WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE Bitubet.com, SlotJerry.com, Spinson.com WEBSITES OR THE AFFILIATE PROGRAM (INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE, AND WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS

#### 14. Termination

14.1 The term of this Agreement shall commence upon you establishing an Affiliate Referral Link from one of your websites to the Bitubet.com, SlotJerry.com, Spinson.com site. Either Party may terminate this Affiliate Agreement with immediate effect at any time, with or without cause, by giving the other Party written notice. Written notice can be sent by email to either Party.

14.2 For purposes of notification of termination, delivery via email from affiliates@betfusionpartners.com to the Affiliate is considered a written and immediate form of notification.

#### 14.3 Upon Termination:



14.3.1 You must remove all of our banners/icons from your website and disable any and all links from your website to all ours.

14.3.2 All rights and licenses you have been granted in terms of this Agreement shall terminate with immediate effect.

14.3.3 You will only be entitled to any unpaid Commissions, if any, as is set out in Clause 9 hereinabove and generally provided for in this Agreement.

14.3.4 You are not eligible to receive Commission, inclusive of lifetime revenue share commissions, after the date of termination of this Agreement. This applies when this Agreement is terminated for any reason by either party.

14.3.5 Our continuance to permit activity from Players after termination, shall not constitute a continuation or renewal of this Agreement or a waiver of termination between us.

14.3.6 You shall return to us any Confidential Information and all copies of it in your possession, custody and control, and shall cease all uses of any trade names, trademarks, service marks, logos and other designations of betfusionpartners.com and Bitubet.com, SlotJerry.com, Spinson.com.

14.3.7 You, betfusionpartners.com and brands Bitubet.com, www.slotjerry.com and [www.spinson.com](http://www.spinson.com) will be released from all responsibilities, obligations, and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations which by their nature are designed to survive termination, as set out in this Agreement. Termination will not relieve you from any liability arising from any breach of this Agreement which occurred prior to termination.

14.4 This Agreement will terminate immediately without notice upon any material breach of the terms and conditions by the Affiliate.

## 15. Data Protection; Privacy Policy

15.1 You warrant that you, the Affiliate Website(s), any Sub-Affiliate and /or any third party promoter and any other third party engaged by you shall at all times comply in full with and undertake to process personal data only in accordance with applicable Data Protection Laws, including but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679. Any material breach of the applicable Data Protection Laws is considered as a material breach of this Agreement.

15.2 If you and/or any Sub-Affiliate and /or any third-party promoter process any data on behalf of us, you and/or any Sub-Affiliate and /or any third party promoter must comply with our Privacy Policy which forms part of this Agreement.

15.3 You warrant that you will co-operate with us fully and promptly in the event that we request information on your data protection practices and you agree that we may monitor such data protection practices to ensure compliance with applicable Data Protection Laws.

15.4 We process some of your personal data. To understand which personal data we process and how we use your personal data, please read our Privacy Policy.

## 16. Non-Solicitation

16.1 You hereby undertake to and in favour of us that:

16.1.1 you, including any affiliated companies, agents, employees, suppliers, customers, consultants, successors in interest or assigns, shall not, directly or indirectly, at any stage after the commencement of this Agreement, and for a period of 12 (twelve) months after this Agreement has terminated, make any offers of employment to any staff member, who is or has been employed by us and has been involved in the execution and performance of this Agreement;

16.1.2 should you have any doubt as to whether an individual is engaged by us, then you must, prior to attempting any solicitation of such individual, make a written inquiry of us in this regard. Your failure to confirm the status of any individual prior to a solicitation shall not relieve you from your duties and obligations under this Clause;

16.1.3 the aforementioned restraint will not be applicable in the event where there is prior knowledge and prior written consent from us to make an offer; and

16.1.4 for the purpose of this clause "staff member" includes, but is not limited to, permanent employees, part-time employees and independent contractors.

16.2 You hereby specifically agree that, during the existence of this Agreement and for a period of 12 (twelve) months after the termination or expiration of this Agreement, you shall not enter, directly or indirectly, into any agreement, transaction or arrangement with any of our clients or any other operators,

entities (including their agents, principals and affiliates) which we have and/or may have introduced to you, unless we notify you otherwise in writing.

16.3 In the event of solicitation by you, whether direct and/or indirect, we shall be entitled to legal monetary compensation equal to the reasonable amount that it would have realized had said solicitation not taken place, plus any and all expenses, including any and all professional fees and legal fees on an attorney own client scale incurred in lieu of recovery of such compensation.

## 17. Confidentiality

17.1 Each Party undertakes that it shall not during the term of this Agreement and at any time hereafter use, divulge or communicate to any person, except to its duly authorised representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other Party or of any member of a group of companies to which the other Party belongs which may have or may in future come to its knowledge. Each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.

## 18. Intellectual Property; Intellectual Property Rights

18.1 The names, images, pictures, logos and icons identifying betfusionpartners.com, Bitubet.com, [www.slotjerry.com](http://www.slotjerry.com) www.spinson.com and their services are, unless otherwise stated, their intellectual property. Other products, pictures, images, logos, and icons and company names mentioned on the Website may belong to other companies.

18.2 All intellectual property rights in the design, content and arrangement of the Website (including its text, domain name and graphics, all software compilations or underlying source code, banners, text links and all other material on the Website) are reserved by betfusionpartners.com or its content and/or technology providers.

18.3 “Intellectual Property Rights” means all patents, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of

such rights, and all similar or equivalent rights or forms of protection in any part of the world.

## 19. Grant of Licences

19.1 We grant to you a non-exclusive, non-transferable, revocable right to (i) access our website(s) through affiliate/referral links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the “Licensed Materials”) that we provide to you or authorize for such purpose.

19.2 You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of our Affiliate Program. You agree that all uses of the Licensed Materials will be on our behalf and the goodwill associated with it will inure to our sole benefit.

19.3 Each Party agrees not to use the other’s proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the Party in any negative light. Each Party reserves all its respective rights in the proprietary materials covered by this license. Other than the license granted in this Affiliate Agreement, each Party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

## 20. Restricted / Prohibited / Excluded Territories

20.1 You should not advertise any of the services in any of the restricted / prohibited / excluded territories.

20.2 Our list of Restricted Territories can change from time to time. IT IS YOUR RESPONSIBILITY TO CONSULT AND REGULARLY CHECK OUR WEBSITE REGARDING ANY CHANGES TO THE LIST OF RESTRICTED TERRITORIES.

20.3 Bitubet.com Restricted Territories List:

1. Afghanistan
2. Austria
3. Bulgaria
4. Côte d’Ivoire

5. Cuba
6. Dutch Caribbean (Aruba, Curacao, Sint Maarten, Bonaire, Sint Eustatius, Saba).
7. Lithuania
8. French Overseas Territories (French Guiana, Guadeloupe, Martinique, Mayotte, Réunion, French Polynesia, Saint Barthélemy, Saint Martin, Saint Pierre and Miquelon, Wallis and Futuna, New Caledonia)
9. Iran
10. Iraq
11. Liberia
12. Libya
13. Malta
14. Myanmar
15. Netherlands
16. North Korea
17. South Sudan
18. Sudan
19. Syria
20. United Kingdom, Northern Ireland
21. United States of America
22. US Overseas Territories (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, US Virgin Islands)
23. Yemen
24. Zimbabwe

25. Israel

26. Lithuania

20.4 [www.slotjerry.com](http://www.slotjerry.com) and [www.spinson.com](http://www.spinson.com) Restricted Territories List:

1. Denmark
2. Portugal
3. Germany
4. Australia
5. Austria
6. Afghanistan
7. Albania
8. Brazil
9. Bahamas
10. Bahrain
11. Barbados
12. Belgium
13. Bulgaria
14. Belarus
15. Botswana
16. Burkina Faso
17. Cambodia
18. Cameroon
19. Cayman Islands
20. Colombia
21. Croatia
22. Czech Republic
23. Democratic Republic of the Congo
24. Dutch West Indies
25. Estonia
26. France
27. Falkland Islands
28. Ghana
29. Gibraltar
30. Greece
31. France
32. Ghana
33. Gibraltar
34. Greece
35. Haiti

- 36.Italy
- 37.Israel
- 38.India
- 39.Iran
- 40.Jamaica
- 41.Japan
- 42.Jordan
- 43.Kuwait
- 44.Lebanon
- 45.Lithuania
- 46.Mali
- 47.Mauritius
- 48.Morocco
- 49.Mozambique
- 50.Myanmar
- 51.Netherland
- 52.North Korea's
- 53.Pakistan
- 54.Panama
- 55.Philippines
- 56.Peru
- 57.Poland
- 58.Qatar
- 59.Romania
- 60.Russian Federation
- 61.Saudi Arabia
- 62.Senegal
- 63.Spain
- 64.South Sudan
- 65.Switzerland
- 66.Slovenia
- 67.Syria
- 68.Sweden
- 69.South Korea
- 70.Tanzania
- 71.Turkey
- 72.Uganda
- 73.United Arab Emirates
- 74.Ukraine
- 75.United states

- 76. United Arab Emirates
- 77. Yemen
- 78. Venezuela
- 79. Vietnam
- 80. Zimbabwe

20.5 We reserve the right to take legal measures against you should you advertise us to any individuals within territories or jurisdictions identified on the Restricted Territories List hereinabove, and furthermore we reserve the right to terminate your Agreement with immediate effect should you be in breach of this clause.

## 21. Disputes

In the event of a dispute between you and us in connection with this Agreement, our determination shall be final and binding.

## 22. Governing Law and Jurisdiction

22.1 This Agreement and any matters relating hereto shall be governed by, and construed in accordance with, the laws of Cyprus, Malta and Great Britain.

22.2 Each Party irrevocably submits to the exclusive jurisdiction of the courts of Cyprus over any claim, dispute or matter arising under or in connection with this Agreement (including non-contractual disputes or claims) or its enforceability or formation or the legal relationships established by the Agreement and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient form.

22.3 The language of the proceedings shall be English unless otherwise agreed between the disputing Parties.

## 23. Contact Us

If you have any questions, concerns, comments or requests regarding our Affiliate Program, we can be reached by:

- i. sending an email to: [affiliates@befusionpartners.com](mailto:affiliates@befusionpartners.com)

BY COMPLETING THE AFFILIATE APPLICATION TO THE AFFILIATE PROGRAM AND CLICKING "I HAVE READ AND AGREE TO THE AFFILIATE TERMS AND CONDITIONS



WITHIN THE APPLICATION FORM”, YOU HEREBY AGREE TO PARTICIPATE IN THE AFFILIATE PROGRAM AND ABIDE BY ALL THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. YOU SHALL BE OBLIGED TO CONTINUOUSLY COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, ANY OTHER GENERAL TERMS AND CONDITIONS AND PRIVACY POLICIES OF THE WEBSITE [WWW.BETFUSIONPARTNERS.COM](http://WWW.BETFUSIONPARTNERS.COM), AS WELL AS WITH ANY OTHER RULES AND/OR GUIDELINES BROUGHT FORWARD FROM TIME TO TIME. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH HEREIN. AN AGREEMENT BETWEEN US AND THE AFFILIATE SHALL COME INTO EFFECT ON THE DATE WHEN THE AFFILIATE APPLICATION IS APPROVED IN WRITING BY US