

**GENERAL TERMS AND CONDITIONS FOR SUBSCRIBING  
TO THE BEAFFILIATES ITALIAN PROGRAM**  
(1st October 2021)

**BETWEEN:**

**EQUINOX LIMITED**, a private limited company, registered under the laws of Gibraltar, with company number 103831, whose registered office is at Sovereign Place, 117 Main Street, GX11 1AA, Gibraltar in respect of all marketing activity conducted in Italy.

The above form part of the Betclic Group and is referred to hereinafter as (“**we**”, “**us**”, “**our**”);

On the one hand

**AND:**

The person or company specified on the [www.beaffiliates.com](http://www.beaffiliates.com) application page, and subsequently confirmed to you by e-mail or in writing (“**you**”, “**your**”).

On the other hand

Hereinafter individually a “**Party**” and collectively the “**Parties**”.

**Article 1. Definitions and interpretation**

**Agreement** means as set out above, unless different terms (including any commission fees) have been subsequently notified to you in writing expressly deviating from these Standard Terms and Conditions, and only in such case, the additional terms shall take precedence over these Standard Terms and Conditions, and to the extent of any inconsistency and taken with the rest of the non-conflicting terms herein, shall constitute the Agreement.

**Active Player** means a customer, being a genuine bona fide person, which has satisfied the requirements required of a New Customer, and which then makes a minimum of one action per calendar month including a minimum accumulated deposit or accumulated real money wager of (€10) (or relevant currency equivalent) on any product. We reserve the right to refuse Active Players (or to close their accounts) if necessary to comply with any requirements we may periodically establish in order to comply with internal policies or procedures, or applicable laws.

**Materials** means all the artwork, banners, html mailers, editorial columns, images, logos, graphic designs and links supplied to you by us from time to time, being, where applicable, advertising or informative/comparative materials in order to comply with internal policies or procedures, or

applicable laws including without limitation, the Dignity Decree and AGCOM Guidelines in Italy;

**Commission Fees** means the sum payable to you calculated on Net Revenue (as set out at [www.beaffiliates.com](http://www.beaffiliates.com)) or as may have otherwise been subsequently confirmed to you in writing. If we notify you of a different commission structure in writing, that commission shall, once agreed, take precedence over that published at [www.beaffiliates.com](http://www.beaffiliates.com) from time to time;

**New Customer** means a person who does not have an account with any of our Sites, and which customer opens an account and becomes tracked to your account and allocated a bonus code after fulfilling the following conditions: (i), depositing funds (ii) placing one or more real money wagers or real money bets, on one or more of our products/Sites including Sports, Casino, or Games; and (iii) arrives at any one of our Sites via one of your click-through URLs as approved or provided to you by us (or through any offline method which has been agreed by us prior to said customer(s) being so directed);

**Records** means such accounts and records as are reasonably necessary to evidence the placement and appearance of any Material and the amount of business or traffic generated by such Material and the calculation of any fees due to you;

**Services** means the provision of advertising and/or, where applicable to comply with the applicable laws and regulations, including without limitation, the Dignity Decree and AGCOM Guidelines in Italy, informative/comparative space by you for us and other services as may be agreed from time to time. In case of informative/comparative space, it shall be provided by you in accordance with the principles of continence, non-deceptiveness and transparency;

**Sites** means any one or all of the following: [www.betclic.it](http://www.betclic.it), and any other website which we may notify you in writing from time to time in respect of the territory or the product which we have mutually agreed you shall promote.

## **Article 2. Subject of the Agreement**

**2.1** The Beaffiliates Program is created for the promotion or the comparative/information services of Betclic Italy which is managed by the Betclic Group and may be accessed by application made through [www.beaffiliates.com](http://www.beaffiliates.com).

**2.2** These General Terms and Conditions for the Affiliation services shall, should your application to join it be successful and so confirmed to you in writing, constitute the entire agreement and applicable terms between the parties mentioned below, unless and to the extent otherwise

expressly stated herein (“**Agreement**”). The Article 9 of the Law Decree 12 July 2018, No. 87 (the “Dignity Decree”) and the guidelines issued by the Italian Communications Authority (“AGCOM Guidelines”) are collectively defined as “Italian Gambling Advertising Regulation”.

**2.3** The Affiliate shall read the Italian Guidelines carefully to ensure that it understands its obligations as well as the potential liabilities should it fail to comply with them.

### **Article 3. Your Application and Appointment**

**3.1** To become a member of the “Beaffiliates Program” you will need to accept this Agreement by ticking the box indicating your acceptance and completing and submitting an online application form. The application form will form an integral part of this Agreement. We will in our sole discretion determine whether or not to accept your application and our decision is final and not subject to any right of appeal. We will notify you by email as to whether or not your application has been successful. Upon application, you will provide to us the documents required on the Due Diligence Requirements page of the Beaffiliates.com portal ([https://www.beaffiliates.com/?page\\_id=13766](https://www.beaffiliates.com/?page_id=13766)). We reserve the right to request further documentation we deem necessary to verify your Affiliate Application and / or to verify the Affiliate Account information provided to us at onboarding and any time during the term of the Affiliate Agreement. The requested documentation may include but is not limited to utility bills, bank statements, individual or corporate identity papers, as set out at [https://www.beaffiliates.com/?page\\_id=13766](https://www.beaffiliates.com/?page_id=13766).

Failure to provide documents within 15 business days from your portal application – or as of our request, according to the specific case, and to our full satisfaction may result in the suspension of the Affiliate Agreement. This may also result in a suspension of the processing of any payments due to you and/or, at our sole discretion, in the confiscation of all pending commissions and in the rejection of your application or in the termination of the Affiliate Agreement.

**3.2** This Agreement shall only apply if and as from the date your application to Beaffiliates Program is confirmed to you as being successful. If your application is successful, you agree to be bound by this Agreement and that you shall provide the Services in respect of our Sites as set out below.

**3.3** Once confirmed in accordance with the above, you are appointed as a non-exclusive affiliate with the right to direct New Customers to any of our Sites and to earn Commission Fees from Active Customers in accordance with the conditions set out in this Agreement. This right is non-assignable. You understand that we have the right to procure services from others performing services of the same or similar nature to those provided by you. You shall have no claim to Commission Fees or other compensation on business secured by or through persons or entities other than you.

**3.4** You shall not open more than one affiliate account on beaffiliates.com without our prior written consent nor will you earn commission on your own or related person's sports or casino account. The program is intended for professional website publishers only.

**3.5** This Agreement is a binding contract and shall apply to the provision of all advertising and/or informative services, purchase orders, forms or other oral or written agreements unless to the extent expressly excluded in such purchase order, form, or agreement for the provision of services. You understand that by providing any advertising and/or informative services to us you agree to be bound by this Agreement to the exclusion of any other terms, and that should you not agree to the terms, or no longer wish to be bound by them, you should provide us with notice of termination in the time period specified herein.

#### **Article 4. Advertising and/or informative campaign monitoring**

**4.1 Linking to our Site(s):** By agreeing to participate in the Beaffiliates Program, you are agreeing to create and maintain unique links from your site to those Sites set out in your application form (or otherwise which have been agreed by us in advance and in writing). You may link to us with any of the Materials which we have supplied to you. Kindly note that this is the only method by which you may advertise and/or inform on our behalf. All other advertising and/or informative, including use of any website which has not been previously agreed to and approved by us or promotion in any jurisdiction in which we do not wish to operate for legal or business reasons, and any form of spamming, is strictly prohibited and will be considered as a breach of this Agreement allowing us the option exercisable at our discretion to immediately disable banners, terminate such advertising and/or informative or this Agreement immediately and without further notice to you and to exclude any traffic generated in this manner from Commission Fees payable to you.

**4.2 Tracking of Active Players:** We shall register suitable New Customers and track your Active Player's bets and plays making available to you a report summarizing their activities, which you can access from this website. Please note Active Players accounts may be terminated by us on a per country and immediate basis in the event that we no longer wish to promote or inform about our Sites as we may determine in accordance with our business strategy, legal policies, applicable law, and the terms of our gaming licenses. The corresponding Active Players shall be removed from the tracking associated with your account.

**4.3 Supply and Use of Material:** We shall supply to you Material to be published on your website/s. You will only use our approved Material and will not alter their appearance nor refer to us in any materials other than those that are available from www.beaffiliates.com. The appearance and

syntax of the hypertext transfer links are designed and designated by us and constitute the only authorized and permitted representation of our Sites. In particular you are not permitted to create a direct link to the materials on our Sites.

**4.4 Minimum Referral and Active Player Requirement:** All members of the Beaffiliates Program are required to refer a minimum of five (5) New Customers which become Active Players within the first three (3) month period of joining the program, and five (5) New Customers in any consecutive three (3) month period thereafter. Should you not reach this requirement, we reserve the right to close your account(s), although the option to apply for a new affiliate account is not excluded. Furthermore, if your account does not show at least five (5) Active Players in any consecutive three (3) month period, we reserve the right to terminate your account(s) without further notice or otherwise to reduce the Commission Fees which are payable to you.

**4.5 Schedule for Publications:** Where we provide you with a schedule of the dates and times on which Materials are to be published on each of your approved website(s), you must publish the Materials in accordance with that schedule.

**4.6 Prominent Display of Materials:** You shall incorporate and prominently and continually display the most up-to-date links and Materials provided by us on all pages of your website(s) in a manner and location agreed by us and you shall not alter the form, location or operation of the links without our prior written consent. You are eligible for Commission Fees based upon your continued promotion of Sports and Casino on any of the Sites. You are not eligible for any commission on any product which you promote in any jurisdiction in which it is illegal to do so and you will be fully and exclusively liable for any breach.

#### **4.7 Permitted Jurisdictions**

##### **4.7.1 Right to Exclude All Marketing or Player Activity in a Jurisdiction**

We may close a market and all or some player accounts in that jurisdiction for legal, business or any other reason whatsoever. In this event, we will pay commissions on all Active Player activity, up to the point the player account is closed. Once the player account is closed, there will be no further activity and you will therefore not earn any further Commission Fees on these specific players.

Please note we may also require you to remove all Materials including banners from your websites and the websites of your sub affiliates, (if applicable) with immediate effect, and we may disable such banners ourselves to the fullest extent possible. Furthermore, you may be required to cease all email marketing initiatives and any other marketing activity. In this event, you agree to comply with immediate effect. Failure to do so may result in the closure of your account without prejudice to other rights and remedies hereunder for all and any damages which may ensue as a direct result

of your failure to so comply.

#### **4.7.2 Obligation to ensure affiliation service is legal prior to promotion**

It shall be your responsibility to ensure that, prior to engaging in any affiliation service in Italy, to check the “Permitted Jurisdictions” link which is available here: [https://www.beaffiliates.com/?page\\_id=10732](https://www.beaffiliates.com/?page_id=10732)

Note that there may be differences between countries permitted for one brand, and those permitted for a different brand.

You shall be eligible to earn any Commission Fees only in those countries which are listed as being permissible on this link, and we reserve the right to update or to amend the Permitted Jurisdictions from time to time in order to comply with all applicable laws and our gaming licenses from time to time and on notice that the jurisdiction list has been updated. You shall not be eligible to earn Commission Fees in respect of any brand/country which at the time of the affiliation service, is not listed as being “permitted” on this link.

In addition, it shall remain your full and sole responsibility to assess whether your affiliation service in any jurisdiction is legal, and in full compliance with any advertising laws, ethics or morals or other acceptable codes of conduct.

**You will be held directly, fully and exclusively liable and will indemnify us against any breach of any relevant local and/or international law, rule or regulation, arising from the unauthorized advertisement and/or usage of any Material on websites not previously approved in written form by us.**

#### **4.7.3 Consequences of Failure to Comply**

Please be aware that breach of this section 3.7 may result in very serious consequences for you, for us, or for both Parties, including without limitation, fines, penalties, breaches of license conditions and ability to do business, as well potential criminal action against yourself or us by the applicable authorities. Without prejudice to any of our rights herein or at law, we may forthwith terminate this agreement, in part or in its entirety, or any of your accounts should you act in breach of the above and you shall be held fully responsible and liable for any such resulting fine, penalty, claim, action, or loss which is caused to us as a result of your action or default as the case may be.

#### **4.8 Fraud and Restrictions on Transfer or Opening of Accounts**

The Beaffiliates Program is intended for your direct participation. You shall not open affiliate accounts

on behalf of any other person, company or participant. Opening an affiliate account for any third party whatsoever, brokering an affiliate account or the transfer of an affiliate account is strictly prohibited. Registering as a player or making deposits directly or indirectly to any player account through his tracker(s) for the player's own personal use and/or that of relatives, friends, employees or other third parties, or in any other way attempting to artificially increase the commission payable to you or to otherwise defraud us may result in any or all of the following actions to be taken at our sole discretion and upon our reasonable suspicion of such activity: the respective commission earned being set-off and deducted from future payments, the respective commission earned being withheld indefinitely or confiscated by us, the immediate termination of your affiliate account without further notice (as also set out under 9.1), the balance of the player account being withheld for up to 180 days, in accordance to the Italian Regulation, de-tracking of the player, and/or the immediate blocking and termination of the player account without further notice.

We reserve the right to delay payment of Commission Fees suspected to be related to fraudulent activity on the Sites pending the completion of our investigations. If you require your account to be transferred to another beneficial account owner you must request permission to do so by Contacting Us. Approval is solely at our discretion and shall be confirmed to you in writing if the transfer is permitted.

#### **4.9 Disclaimer**

You agree that you are solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site. Specifically, you are responsible for ensuring that materials posted on your site are not libelous, illegal or otherwise unsuitable, aimed at children, display pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or violate intellectual property rights. We disclaim all liability for any failure to strictly observe good ethics, moral codes. Further, you will indemnify and hold us harmless from all claims, damages, and expenses (including, without limitation, legal fees) arising directly or indirectly out of the contents of your website which are in breach of this section. No affiliation or impression of sponsorship can be made between our Site(s) and your site, or any endorsement of one by the other.

#### **4.10 No Authority**

You have no authority and shall not make any claims or representations, or give any warranty, in connection with or on behalf of Betclic Group, any of the Sites, or on our behalf. You understand that any breach of this obligation shall be void and without effect on us, and may have serious

consequences. We further reserve the right to immediately terminate this Agreement without further notice if you act in contravention of this section.

#### **4.11 Prohibition on Registration of Domain Names**

You shall be prohibited from registering (or applying to register) nor permit, procure or encourage any other person to register or to use any domain name similar to any domain name used by or registered by us or any of the Betclik Group of companies, which includes "Betclik", "Betclick" or any other name that could be understood to designate the Betclik Group. In the event that you deem it necessary or desirable to utilize a domain name which is not currently owned by us, you will notify us in order that we may take all reasonable steps to register it and, if such registration is successful, to grant you a royalty-free license to use the name for the duration of this Agreement.

You hereby acknowledge that registering domain names in breach of our competitor's trademarks is also illegal. You hereby acknowledge that damages would not be an adequate remedy for any breach of this clause and you hereby agree to assign and carry out all acts required in order to assign all right, title and interest to domain names registered in contravention of this clause to us (or to any member within our group of companies as we may appoint), and to promptly perform all actions required by the applicable domain name registrar to complete the conveyance of the domain names and hereby appoint us as your agent to carry out such acts on your behalf should you fail to carry out said actions promptly. You shall not be eligible for any Commission Fees on traffic or Active Players generated through any domain name registered in contravention of this clause.

#### **4.12 No Bidding on Brand Terms**

You may not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service and which are identical or similar to any of Betclik, Betclik affiliates trademarks or otherwise include the words "betclik", or any misspelling or variations thereof or which attach "sports", "games", "bet", "casino" to the foregoing, or include metatag keywords on your website which are identical or similar to any trademarks owned or licensed by us or by the Betclik Group.

#### **4.13 Good Faith**

You will not knowingly benefit from known or suspected traffic not generated in good faith whether or not it actually causes us damage. We reserve the right to retain all amounts otherwise due to you under this Agreement if we have reasonable cause to believe such traffic is being generated and/or suspend or close accounts where you, or your Active Players are found to be abusing any of our



offers or promotions and whether with or without your knowledge. Such situations shall include (without limitation) different customers betting both sides of an event or market so as to limit risk and claim bonuses.

#### **Article 5. Payment of Commission Fees**

**5.1** Subject to your compliance with the terms of this Agreement, you will earn Commission Fees calculated on a per account basis (in the event you have more than one account with us) as set out here (unless otherwise notified to you) based on the Net Revenue of your referred and approved Active Players. Kindly note that each of your Beaffiliates accounts (if you have more than one) must have a minimum of 5 Active Players before you will be eligible for Commission Fee payment. You are entitled to one payout per calendar month per account, provided you have fulfilled the above requirement at the end of the preceding month and provided further amounts owed to you achieve the minimum threshold level set out at Clause 5.3.

#### **5.2 One-Time Bonus Offer**

Furthermore, as result of your new membership into the Beaffiliates Program you shall be entitled to a one-off bonus commission of ten percent (10%) over and above any Commission Fees earned by you in the relevant period whether in respect of Betclic.it, affiliation service subject to your fulfillment of the following condition for each and every account which you hold with us: you must recruit at least ten (10) New Customers by the end of the first full calendar month following your acceptance into the Beaffiliates Program.

The bonus commission is then paid over and above Commission Fees earned until the end of the relevant calendar month provided this condition is fulfilled. This means that if your acceptance is confirmed before the 1st of the month before 23:59 then that month shall count as the first calendar month for the purposes of determining the period of application of the bonus offer and the period in which the ten (10) New Customers on that account must be recruited, all other applications shall run from the first of the subsequent calendar month following confirmation of acceptance into the program. This offer is only available to each affiliate once account (and will not be applied automatically in the event you terminate and then re-join the Beaffiliate Program for whatever reason). If no commission is earned during the relevant period, this offer expires without ability to roll-over to subsequent months.

**5.3** Should your payment be less than EUR 100 or currency equivalent, we reserve the right to roll it forward to future months for payment.

**5.4 “Net Revenue”** is defined below, apportioned to all Active Players attributed to your account:

- (a) **Sports:** all gross monies received by us in respect of all settled bets made by Active Players after deducting; (i) winnings; (ii) betting duties, taxes or other statutory deductions or payments to licensing authorities (or reasonable provisions in respect thereof) (iii) charges levied by electronic payment or credit card organisations; (iv) bad debts; (v) fraud; (vi) returned stakes; transactions which are reversed by instruction from the card-holder’s bank (charge-backs); voided bets and (ix) bet/deposit bonuses and (x) administration fees.
  
- (b) **Casino (including Live Casino):** the gross stakes, less (i) winnings; (ii) voids or returns, (iii) jackpot contributions, (iv) bonuses (v) duties, taxes or other statutory deductions or payments to licensing authorities (or reasonable provisions in respect thereof) third party royalties due to system or game providers (vi) credits made to users, where applicable, (vii) charge-backs, (viii) bad debts (ix) fraud (x) charges levied by electronic payment or credit card organisations; and (xi) administration fees.
  
- (c) **Games:** the gross stakes, less (i) winnings; (ii) voids or returns, (iii) jackpot contributions, (iv) bonuses (v) duties, taxes or other statutory deductions or payments to licensing authorities (or reasonable provisions in respect thereof); (vi) third party royalties due to system or game providers (vii) credits made to users, where applicable, (viii) charge-backs, (ix) bad debts (x) fraud (xi) charges levied by electronic payment or credit card organisations; and (xii) administration fees.

*N.B. In the event that any items included within the Net Revenue are not capable of being directly attributed to individual players, we reserve the right to use our benchmark figure as a reasonable and proportionate allocation of each of the aforementioned costs to the Active Player(s) within the account.*

**5.5** Commission Fees will be calculated on a cumulative basis derived from available Net Revenue between all products and over all Sites covered by these Standard Terms and Conditions derived on one account resulting in the total Net Revenue derived from the sum of both positive and or negative revenue from each product for any calendar month (or part thereof) on the relevant account.

**5.6** You are eligible for payment on the balance of your sports, casino, or games earnings across affiliation services made for Betclic Italy from the same account. Negative commission balances in either of sports, casino, or games will be deducted from available commissions on any of the other products, or on any of the other brands, which is tracked on that account.

**5.7** If the Net Revenue generated in respect of any calendar month (or part thereof) shall be zero or a negative figure when assessed across all of the brands for which you provide Services, such figure shall be carried forward to any following calendar month (or part thereof) in respect of the relevant account and may, at our discretion, be offset against the Commission Fees otherwise due for any following calendar month (or part thereof).

**5.8** Payment shall be effected through one of the methods detailed below (Method of Payment), no later than thirty (30) days from the end of each month.

**5.9** Our records and the data as contained in our information systems will, for the purposes of payment, be final and binding unless there is any obvious system error.

#### **Article 6. Method of Payment**

**6.1** Commission Fees will be paid via any of the methods which are currently available and selected by you, and any others which we may notify to you from time to time. It is your responsibility to keep your payment details updated at all times by submitting valid supporting documentation. Any payments which cannot be processed shall be forfeit after 180 calendar days and you shall not be able to reclaim them at a later date

- (i) transfer to a nominated bank account (bank charges may apply)
- (ii) credit to an e-wallet eg Neteller, ecoPayz or Skrill (MoneyBookers).

**6.2** All Commission Fees will be due and paid in Euro.

**6.3** Commission Fees that are generated in currencies other than the Euro will be converted at the exchange rate from reputable resources published on websites such as Oanda.com.

**6.4** Payment made by Equinox Limited, a Betclic Group Company, through other means, shall be made as our payment agent and are in full and final settlement of any sums owed to you hereunder.

#### **Article 7. License and Intellectual Property Rights**

**7.1** You acknowledge and agree that any and all intellectual property rights subsisting in the Materials is and shall remain our sole property or that of such other party as may be identified therein. You shall not during or at any time after the expiry or termination of the Agreement in any way question or dispute the ownership by us or the owner thereof and nothing in this Agreement shall give you any right in respect of any Intellectual Property Rights belonging to us, used by us under licence or by any other person.

**7.2** We grant you a non-exclusive, non-transferable licence to use the Materials, and to use our trade name, trademarks, service marks, logos, domain names and any other designations, which we may from time to time approve solely for the duration of this Agreement and for the sole purpose of allowing you to fulfil your obligations in accordance with this Agreement. This licence cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the marks, the Materials and any other intellectual property is limited to and arises only out of this licence. You shall not assert the invalidity, unenforceability, or contest the ownership of said rights in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill. You must notify us immediately if you become aware of the misuse of the Materials, or our logos or trademarks, tradename, service marks, logos, domain names and any other designations pertaining to us by any third party.

#### **Article 8. Confidential Information**

**8.1** The parties acknowledge a duty during and after the duration of the Agreement, not to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies.

**8.2** In particular during and after the duration of the Agreement you acknowledge your responsibility to treat in complete confidence all marketing and sales information and statistics relating to our business with which we may supply you in the course of the provision by you of the Services.

#### **Article 9. Warranties and Indemnities**

**9.1** You represent and warrant to us that:

- You are fully aware of and understand the nature of the Sites and Services;
- You have the capacity to and will undertake and perform your obligations under the Agreement and by doing so shall not be in breach of any rule, law or regulation of any relevant jurisdiction or the rules, bye-laws, recommendations, guidelines or regulations of any governing body or organization that may be relevant or applicable to yourself and us;
- Any e-mail sent by you advertising and/or informing/comparing us shall only be sent to individuals who are of legal age in the jurisdiction where they reside to lawfully use our Sites and who have opted-in to receiving from you information regarding third parties and whose details are not included on any 'blacklist' with which we provide you;

- By performing your obligations under the Agreement, you shall not be in breach of any laws, regulations, standards or codes of practice that may be relevant or applicable to yourself or the Services;
- You unconditionally and irrevocably agree as a continuing obligation to indemnify us against losses or liabilities which we may incur at any time or from time to time and all costs and expenses (including, but not limited to, reasonable legal fees) in respect of or as a result of any breach of warranty, or any breach of this Agreement, or of any relevant law or regulation, by- laws, recommendations, guidelines or regulations of any governing body or organization.

### **Article 10. Term and Termination**

**10.1** The term of this Agreement will begin when you are approved as an affiliate and will continue unless and until either party notifies the other in writing that it wishes to terminate the Agreement by providing a minimum thirty (30) days' notice, in which case this Agreement will be terminated.

For the avoidance of doubt, termination shall be immediate if so required by a change in law or policy in any relevant jurisdiction, or if we, at our sole discretion, consider your activity not fully Compliant to this Ts&Cs or to any relevant law and regulation (including but not limited to AML and Marketing regulations).

**10.2** We may also terminate this Agreement immediately for business reasons or other reasons of internal policy, compliance and control. The foregoing shall be notwithstanding a shorter period for player account closure and removal of all Materials, including promotional banners and advertising activity where applicable.

**10.3** For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification and it is your obligation to ensure that your details and information with us are kept properly updated.

**10.4** All Commission Fees which accrued prior and up to the date of termination shall become due and payable and shall be paid within thirty (30) days from the end of the month in which termination was effected (unless the provisions of Clause 4.7 or Clause 10.2 apply).

**10.5** You undertake to request a payout of all earned commissions within six (6) months. If payment has not been made or requested within a period of more than six (6) months from the date of termination, we will be entitled to withhold the funds with no further notice.

**10.6** We comply with the European Gaming and Betting Association (EGBA) Standards

<http://www.egba.eu/en/consumers/standards>) and your failure to agree or abide by the rules and principles of these EGBA Standards entitles us to terminate this Agreement with immediate effect. Further, your failure to abide by gambling and any other related legislation, codes of practice and guidelines issued by the country where you wish to offer affiliation services including without limitation (i) Italian competent authorities (ADM; AGCOM - Autorita' per le Garanzie nelle Comunicazioni) entitles us to terminate this Agreement with immediate effect and request any compensation of damages.

**10.7** Upon termination you must remove all of our banners/icons from your site and disable all links from your site to ours. All rights and licenses given to you in this Agreement shall immediately terminate. You will return to us any confidential information, and all copies of it in your possession, custody and control and will cease all uses of our trademarks, tradenames, logos, domain names and Materials.

**10.8** Provisions governing (i) Records and Audit (ii) Intellectual Property Rights (iii) Confidential Information (iv) Warranties and Indemnities (v) and (Governing Law and Jurisdiction) shall survive termination of the Agreement.

#### **Article 11. Relationship of the Parties**

We and you are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in this Agreement.

#### **Article 12. Modification**

We may modify any of the terms and conditions contained in this Agreement or replace it at any time for legal and business purposes and in our sole discretion, by posting a change notice. If any modification is unacceptable to you or you fail to accept the new terms within 30 days of the posting of the change notice your Account will be closed and this Agreement shall terminate automatically.

#### **Article 13. Ecommerce ad Data Protection**

**13.1** You acknowledge and agree that regulations 9(1) and 9(2) (information to be provided by

electronic means), 11(1) (placing of the order) of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to or have any effect on this Agreement.

## 13.2 Data Protection

### DEFINITIONS

**Data Protection Legislation:** (i) the GDPR (the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

- a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Affiliate is the data controller and Beaffiliates is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- c) Without prejudice to the generality of clause 13.2a, You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Beaffiliates for the duration and purposes of this agreement.
- d) Without prejudice to the generality of clause 13.2a, Beaffiliates shall, in relation to any Personal Data processed in connection with the performance by Beaffiliates of its obligations under this agreement:
  1. process that Personal Data only on the written instructions of the Affiliate unless Beaffiliates is required by the laws of any regulatory authority and member of the European Union or by the laws of the European Union applicable to Beaffiliates to process Personal Data (Applicable Laws). Where Beaffiliates is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Beaffiliates shall promptly notify the Affiliate of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Beaffiliates from so notifying the Affiliate;
  2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against

accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Affiliate has been obtained and the following conditions are fulfilled:
  - i. the Affiliate or Beaffiliates has provided appropriate safeguards in relation to the transfer;
  - ii. the data subject has enforceable rights and effective legal remedies;
  - iii. Beaffiliates complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - iv. Beaffiliates complies with reasonable instructions notified to it in advance by the Affiliate with respect to the processing of the Personal Data;
5. assist the Affiliate, at the Affiliate's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
6. notify the Affiliate without undue delay on becoming aware of a Personal Data breach;
7. at the written direction of the Affiliate, delete or return Personal Data and copies thereof to the Affiliate on termination of the agreement unless required by Applicable Law to store the Personal Data; and
8. maintain complete and accurate records and information to demonstrate its



compliance with this clause.

- e) The Affiliate consents to Beaffiliates appointing a third-party processor of Personal Data under this agreement. Beaffiliates confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between the Affiliate and Beaffiliates, Beaffiliates shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- f) Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- g) You undertake to include on your and/or your affiliate's websites, a data processing consent form, a privacy policy that discloses that third parties may place anonymous cookies on the browsers of visitors to its websites and may send their own cookies to the visitors' cookie file.

#### **Article 14. Limitation of Liability**

We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Beaffiliates Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Beaffiliates Program will not exceed the total Referral Fees paid or payable to you under this Agreement in the prior three (3) months prior to giving rise to any claim. Any liability arising under this Agreement shall be satisfied solely from the Commission Fees generated and is limited to direct damages.

#### **Article 15. Independent Investigation**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate or contract with websites that are similar to or compete with your website. You have independently evaluated the desirability of participating in this Beaffiliates Program and are not relying on any representation, guarantee, or statement other than as set out in this Agreement.

#### **Article 16. Other Provisions**

**16.1** Any failure by us to enforce or to exercise at any time any right under the Agreement shall not be construed as a waiver of any such term or right and shall in no way affect our right later to enforce or exercise it.

**16.2** Neither Party will be responsible for failure of performance due to causes beyond its control, including, without limitation, acts of God or nature, war, terrorist attack, or mandatory compliance with any law.

**16.3** If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

**16.4** You shall not assign, transfer, charge or deal in any other manner with your obligations under the Agreement. We shall have the right to assign the Agreement and any of its rights or obligations under it to any of its group companies.

**16.5** Any notice, invoice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent by post or email to the other party.

**16.6** A person who is not a party to the Agreement has no rights to enforce any clause of this Agreement.

**16.7** This Agreement and any other written correspondence under which we agree a variation to this Agreement constitute the entire Agreement and understanding of the parties and supersede any previous agreement between the parties relating to the same matter.

#### **Article 17. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of Gibraltar and each party submits to the exclusive jurisdiction of Courts of Gibraltar. This is without prejudice to us filing any claim or applying for an injunction in any other jurisdiction.



### Guidelines for Affiliates on Italian Gambling Advertising

ALLOWED	NOT ALLOWED
<p>Informative communications (message exclusively aimed at informing users about the products and services offered by us).</p>	<p>Any form of advertising (direct or indirect). By way of example, the following types of advertising are prohibited:</p> <ul style="list-style-type: none"> <li>• Product placement;</li> <li>• Distribution of branded gadgets;</li> <li>• Events organizations with branded prizes;</li> <li>• Promotional branded prize contests with branded prizes;</li> <li>• Advertorial;</li> <li>• Direct or indirect advertising by influencer.</li> </ul>
<p>To display URL and domain names of Italian Sites (e.g. www.betclic.it) and their logos only for informative purposes in addition to the display of responsible gambling logos and claims provided by Italian gambling law that we can provide, upon request of the Affiliate. Banners' design creativity shall be as neutral as possible and construed with informational purposes.</p>	<p>Any communication that contains either a call to action to gamble/bet or an invitation to bet/gamble (i.e. an invitation to participate in a specific promotion or register to a given platform). In more specific terms, it is expressly prohibited to promote a message with a sense of urgency and the use of imperative language.</p> <p>By way of example, the following types of claims are prohibited:</p> <ul style="list-style-type: none"> <li>• “Deposita subito e non perdere l’occasione/ Immediate deposit and do not miss the opportunity”;</li> <li>• “Gioca ora / Play Now”,</li> <li>• “Gioca / Play”.</li> </ul> <p>The above types of claims shall be replaced with:</p> <ul style="list-style-type: none"> <li>• “Per saperne di più/ If you want more information”;</li> <li>• “Info offerta/ Information on the offer”, “Informazioni sulle quote / Information</li> </ul>

	<p>on the odds“;</p> <ul style="list-style-type: none"> <li>• “Continua/Continue“; and</li> <li>• “Più informazioni / More information“.</li> </ul>
<p>Odds and commercial offers (e.g. bonuses, jackpots, and features of the games/websites) of different operators are allowed to be put in comparison and be provided to users and website visitors through an informative (and not promotional) communication.</p> <p>For example, the following types of claims are allowed since they are put in comparison with other gambling operators’ odds and commercial offers:</p> <ul style="list-style-type: none"> <li>• “Se depositi X € su <a href="http://www.betclic.it">www.betclic.it</a>, hai diritto ad un bonus pari a X € / If you deposit X € at <a href="http://www.betclic.it">www.betclic.it</a>, you are entitled to a bonus of X €”.</li> <li>• “Informazioni sull’offerta su <a href="http://www.betclic.it">www.betclic.it</a> / Information about the offer at <a href="http://www.betclic.it">www.betclic.it</a>”.</li> </ul> <p>In case of displaying advertising banners of a single operator related to its odds and its commercial offers without mentioning competitors’ odds and commercial offers, the banners shall contain a claim of superiority compared to the rest of the market that shall be supported by evidentiary data.</p> <p>For example, the following types of claims are allowed:</p> <ul style="list-style-type: none"> <li>• “Su <a href="http://www.betclic.it">www.betclic.it</a> sono presenti le migliori quote della serie A il giorno della partita. Per saperne di più clicca qui / On <a href="http://www.betclic.it">www.betclic.it</a> are available the best odds of the serie A on the day of the match. For more information click here”.</li> </ul> <p>NB</p>	<p>Sponsorship.</p>

Odds and commercial offers shall be displayed with neutral language.	
<p>The communication of information such as the reporting of odds and commercial offers via email, SMS, direct messages or push notifications is to be considered allowed only when users expressly request it, provided that this is strictly limited to what users asked for.</p> <p>The Affiliate shall not ask users to receive marketing communications, but to subscribe to a service relating to the provision of information on odds/promotions, leaving the possibility to the user to select the type of events/promotions/products on which they want to receive information (as by way of example:</p> <ul style="list-style-type: none"> <li>• “richiedo di essere abilitato al servizio di aggiornamento sulle quote ed offerte commerciali degli operatori di gioco a noi affiliati” / I expressly request to be subscribe to the service of updating odds and commercial offers of gambling operators affiliated to us”).</li> </ul>	Marketing communications.
Free indexing services	To conduct paid advertising relating to keywords or other material referring to gambling operators on Google and through the purchase of back links.
Communications imposed by law	