

TERMS & CONDITIONS

In order to apply for our affiliate program, you will need to read, understand and accept these terms and conditions. If you do not agree with the terms and conditions do not continue with your application. Should you have any questions regarding our affiliate program please contact admin@hexaffiliates.io for further information.

1. AGREEMENT

1.1 This document (the "Agreement") outlines the terms and conditions agreed upon between us, Fortuna Games N.V. with its registered address at Dr. H. Fergusonweg 1, Curacao (referred to herein as "PARTNER", "we" "us" or "our") and you (referred to herein as "you", "your" or "affiliate"), in respect to your application to join our affiliate program and to promote the joinaff.com website and our services.

(referred to herein as "PARTNER", "we" "us" or "our") and you (referred to herein as "you", "your" or "affiliate"), in respect to your application to join our affiliate program and to promote the hexaffiliates.io website and our services.

1.2 PARTNER reserves the right to update or modify this Agreement by notice via message to your email address 5 days in prior to any changes being implemented and presented online at the site within the section of affiliate terms and conditions. Should you not agree to the changes you are required to terminate this Agreement in accordance with the terms within this agreement. Details of any changes to the terms and conditions will be published in clause 15 within this agreement available in updated version on hexaffiliates.io. If you continue to participate in our affiliate program also after changes to the agreement has been posted this will be constituted as a binding acceptance of such changes by you.

1.3 In order to join our affiliate program you are required to accept our terms and conditions as well as submitting a completed online application form. PARTNER determines at its' sole discretion whether or not to accept your application for our affiliate program. Our decision is final and no appeal will be granted. Once we have reached a decision in regards to your application we will notify you by email informing you of whether you have been accepted as our affiliate or not. Upon a successful application, you will be bound by these terms and conditions set out in this agreement when marketing/promoting the PARTNER website and services. PARTNER will email you with further information upon acceptance of your application.

1.4 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English Language version shall prevail.

2. DEFINITIONS

In this Agreement unless the context otherwise requires:

"Affiliate" means you, the person or entity, who applies to participate in the Affiliate Program.

“Sub-Affiliate” means an individual and/or entity that an Affiliate directs in any appropriate manner to PARTNER and who can be linked to the Affiliate’s unique Affiliate account / identity, which person or entity becomes an Affiliate of PARTNER.

“Affiliate Program” means the collaboration between you and us whereby you will promote the PARTNER Website and create the Links from the Affiliate Website(s) to the PARTNER Website and thereby be paid a commission as defined under this Agreement depending on the traffic generated to the Website(s) subject to the terms and conditions of this Agreement.

“Affiliate Website(s)” means one or more websites on the Internet which are maintained and operated by the Affiliate.

“Confidential Information” means all information about us which is not publicly known and that is disclosed (by whatever means) by us to you.

“Net Generated Revenues (NGR)” means the sum of PARTNER ‘s net revenue generated by all your referrals in the space of a calendar month.

“Net Revenue”, calculated on a monthly basis, means the monthly Gross Revenue less costs, which includes but is not limited to: taxes, betting duties, third party commissions/fees for providing games and game software etc, financial transaction fees, bonuses, “loyalty rewards”, rake back, cashbacks and charge backs.

“Intellectual Property Rights” means any and all patents, trademarks, service marks, designs, trade, business or domain names, goodwill associated with the foregoing, e-mail address names, copyright including rights in computer software (in both source and object code) and rights in databases (in each case whether registered or not and any applications to register and rights to apply for registration of any of the foregoing), rights in inventions and web-formatting scripts (including HTML and XML scripts), know-how, trade secrets and other intellectual property rights which may now or in the future subsist in any part of the world including all rights of reversion and the right to sue for and recover damages for past infringements.

“Referred Customers” means Customers who have no prior account with Our Website, and have signed up for an account with us with your affiliate tracking code attached.

“New Depositing Player” means a New Customer / Player who has made a first minimum deposit with PARTNER where this latter is used for bona fide transactions with an ultimate aim to establish and enter into a normal commercial relationship with PARTNER within the framework of the Business. The customer registration and the first deposit do not have to be simultaneous.

“Revenue Share” means the percentage share the affiliate will earn from the Net Generated Revenues created by his Referred Customers.

“Your Website” the website which you notify to us on the Affiliate Sign up Form.

“CPA” – means “cost per acquisition”. “Acquisition” shall mean the first time deposit (“FTD”) of the referred player:

“Hybrid deals” – means a fixed payment of CPA and RS part to be paid to the Affiliate in respect of each new player who makes a Deposit with taking into account the agreed established baseline;

HexAffiliates reserves the right to set up a trial period for all new concluded CPA and hybrid deals.

This concept includes checking the quality of traffic prior to receiving the first 20 ftds during a test period of the 1st month of cooperation.

After that, the parties discuss the results and make a decision on the further continuation of cooperation. In case of Cpa and hybrid deals that bring less than 5 ftds during the 1st month trial period, HexAffiliates reserves the right to terminate cooperation and leave at its discretion the payment for this result.

“Reward Plan” – shall mean the CPA commission paid by to the Affiliate for the FTD of the referred player.

In the case of a Reward Plan with a CPA element, the Company reserves the right to withhold any payments of the Reward Plan for any customer accounts including, but not limited to, bonus abuser customer accounts, suspended and/or closed customer accounts, customer accounts suspended and/or closed due to fraud, customer accounts subject to self-exclusion or any other customer account which the Company in its sole discretion deems it necessary to suspend and/or close.

3. LINKING

3.1 The Links provided to you by PARTNER should be displayed and used by you in the manner agreed between you and us and you shall not change the form, location or operation of the Links without PARTNER 's prior written consent.

3.2 You shall ensure that you do not place any Links on pages of the Your Website aimed at persons under the age of 18 years.

3.3 In the event that you wish to place the Links on websites other than the Your Website, you must first obtain PARTNER 's written consent.

3.4 If we discover that your use of any Link is not in compliance with the terms of this Agreement, we shall be entitled to take such measures as to render inoperative the Links used by you and to immediately terminate this Agreement without notice to you (see 13.2).

4. REVENUE SHARE AND NET GENERATED REVENUE CALCULATIONS

4.1.1 Your revenue share is calculated according to the following structure:

50% Rev. share for all affiliates for the first month after registration.

After the first month commission will be based on number of FTD in the next order:

0-15 FTD (first time depositor) 35% Rev. share

16-25 FTD (first time depositor) 40% Rev. share

26-50 FTD (first time depositor) 45% Rev. share

50< 50 FTD (first time depositor) 50% Rev. share

4.1.2 The Revenue Share model stipulated in 4.1.1 always applies for the Casino and Sports Betting products.

4.2 Net Generated Revenue is calculated according to the following terms for each of PARTNER 'products:

a) NGR from Sports Betting is calculated as, the figure resulting from the calculation of the betting revenues generated by your referred Customers actually received by us less the winnings, less any credits, bonus or promotional amounts given to Referred Customers, processing charges, chargebacks, or any uncollectible revenue attributable to the Referred Customers.

b) NGR from Casino is calculated as, the sum total of all your referred Customers' gross bets less payouts (as calculated by Our Website), less any credits, bonus or promotional amounts given to Referred Customers, processing charges, chargebacks, or any uncollectible revenue attributable to the Referred Customers.

We retain the right to change the REVENUE SHARE AND NET GENERATED REVENUE percentage and method of calculation of Revenue Share as we wish in accordance with clause 1.2

4.3 Payment rules for passive accounts with RS deals: Affiliates that work with our affiliate program and gain less than 5FTD within one month, will get a decrease by 5% on RS

4.3.1 If the partner brings more than 5 FTD within a month, his percentage of RS will increase by 5%

4.3.2 A partner with an RS deal can get a maximum of 50% RS.

5. FORBIDDEN PRACTICES

5.1 You may not in any way offer added rewards of any kind to your Referred Customers without PARTNER's prior written consent. If PARTNER deems you to be in breach of this condition, PARTNER may terminate your affiliate agreement and cease to pay you any further Revenue Share from your Referred Customers (see Term 13.2).

5.2 Neither you nor your direct relatives (spouse, partner, parent, child or sibling), may under no circumstance receive any Revenue Share on your own or direct relatives' customer account.

5.3 You are forbidden to in any way modify, redirect, suppress, or substitute the operation of any button, link, or another interactive feature of the PARTNER Site.

5.4 The Streamers cannot earn Rewards for the activity carried out by using own tracking links for personal use with a purpose to artificially increase their own profit

5.5 You are forbidden to attempt to artificially increase monies payable to you by PARTNER.

5.6 You and your Sub-Affiliates shall at all times comply with all the applicable Gaming laws and regulations and all the Data Protection laws and regulations, including but not limited to the European Directive 2002/58/EC, the General Data Protection Regulation (GDPR) (EU) 2016/679 and any legislation and/or binding regulations implementing or made pursuant to them. In particular:

a) You may not in any way advertise to customers which did not expressly and clearly consent to receive marketing communications, or which consent you didn't store and are not able to prove anytime, or to customer's which data have been processed in breach of any Data Protection laws and regulations

b) Every email shall clearly indicate its origins from You and not from us.

c) Every marketing email shall contain a clear link to unsubscribe from further marketing emails.

5.7 We reserve the right to terminate the Agreement immediately with no notice if, in our reasonable opinion, you have breached any gambling advertising rules or any Data Protection laws and regulations.

5.8 Motivated traffic You will not benefit from traffic you know or suspect to be generated in bad faith, regardless of if this 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 there has been such traffic.

5.9 When advertising to customers in Great Britain, you shall abide by the rules for gambling advertising as defined by the Committees of Advertising Practice (CAP and BCAP) and upheld by the Advertising Standards Authority. You will ensure that marketing communications, particularly in relation to free bet and bonus offers do not amount to or involve misleading actions or misleading omissions. Marketing communications that include a promotion must provide as such information about significant conditions as practicable within the advert itself, and with sufficient prominence. Where the advert is genuinely limited by space (banner advertisement) significant conditions must be displayed no further than one click away from the advert itself. Examples of free bet or bonus offers which may not comply with legislation include: the promotion does not provide supporting information on the terms and conditions of the offer or provides it with insufficient prominence for example only visible once scrolled down; when clicked, advertising banners take a customer direct to the join or login section of the website, without providing terms and conditions of the offer; significant information may only be available 'below the fold' on a web page or email and a customer may only be aware that terms and conditions apply if they actively scroll to the end of a webpage or similar. The above requirements are applicable to all forms of marketing communication, including social media and other forms of advertising such as newspapers. We reserve the right to terminate the Agreement immediately with no notice if, in our reasonable opinion, you have breached the gambling advertising rules as defined by Committees of Advertising Practice (CAP and BCAP) and upheld by the Advertising Standards Authority.

6. PARTNER 'S OBLIGATIONS

6.1 PARTNER shall supply you with the Links for inclusion on the Your Website and may update such Links from time to time.

6.2 PARTNER shall use its best endeavors to ensure that whenever a Referred Customer signs-up with PARTNER through your affiliate link with your tracking code attached the relevant Customer is identified as originating from the Your Website. However, PARTNER shall not be liable to you in any way if PARTNER is unable to identify a Customer as originating from the Your Website.

7. PAYMENT

7.1 You will receive affiliate payments directly to your PARTNER account.

7.1.1 Payment to the partner is available when the partner collects 5 FTD.

7.2 Payment is made on the 15th of every calendar month.

7.3 The minimum sum for a monthly payment of affiliate payment is €100. If a Revenue Share does not exceed €100, PARTNER shall be entitled to withhold and carry forward such sum until the end of the first calendar month in which the Revenue Share (including such carried forward sum) exceeds €100, at which time payment shall be made. For the avoidance of doubt, you will only receive a payout when there is a positive balance and it is greater than €100 in any given month.

7.4 If an Affiliate's Revenue Share for a particular calendar month is negative, such negative amounts will not be forward to the subsequent month(s).

7.5 PARTNER shall provide you with statements accessible through your personal affiliate page, <https://hexaffiliates.io> detailing the Referred Customers and your share of Net Generated Revenues.

7.6 High roller Policy If in any given month a Referred Player referred by a You generates a negative Net Revenue of at least €5,000, this Referred Players will be deemed to be a “High-Roller”. If the aggregate commissionable Net Revenue in that given month for You is negative: The negative net revenue generated by the High-Roller will be carried forward and offset against future net revenue generated by that High-Roller; The negative balance carried forward cannot be set-off against other Referred Players’ net revenue. The negative balance of a High-Roller will be reduced by future positive net revenue that they generate in subsequent months. A negative balance will not be increased by future negative Net Revenue unless the High-Roller meets the above-mentioned qualifying criteria in subsequent months. You will be able to view all adjustments in order to track the High-Roller’s net breakeven point. Adjustments will be made at the end of each calendar month based on the cumulative revenue for the month.

7.7 HexAffiliates reserves the right to withhold affiliate payments and/or suspend or close accounts where Customers are found to be abusing any HexAffiliates promotions, whether done with, or without your knowledge regardless of whether the concluded deal has a test period or not.

8. INTELLECTUAL PROPERTY

8.1 PARTNER grants you a non-exclusive and worldwide license to display the PARTNER brand features and related content (the ” PARTNER Content”) during the Term solely for the purposes of the display of the Links by you on the Your Website as set out in this Agreement and in accordance with PARTNER ‘s guidelines as may be provided to you from time to time. All intellectual property rights and any goodwill arising in the Links and in all betting products, associated systems and software relating to the services provided by PARTNER to its customers from time to time shall remain the property of PARTNER. You are not permitted to alter or modify in any way the PARTNER Content without the express prior written consent of PARTNER.

8.2 You agree that the Your Website shall not resemble in any way the look and/or feel of the PARTNER ‘s Site, nor will you create the impression that the Your Website is the PARTNER Site (or any part thereof).

9. WARRANTIES

9.1 Each party to this Agreement represents and warrants to the other that it has, and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licenses granted in this Agreement and to perform all of its obligations under this Agreement.

9.2 You warrant that you have obtained and will maintain in force all necessary registrations, authorizations, consents and licenses to enable you to fulfill your obligations under this Agreement.

10. DISCLAIMER

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

11. INDEMNITY

You are solely responsible for any marketing initiatives you and/or any of your Sub-Affiliates conduct, including, without limitation, compliance of such initiatives with the applicable legal requirements.

You (the "Indemnifying Party") shall indemnify on demand and hold harmless PARTNER and each of PARTNER 's associates, officers, directors, employees, agents, shareholders and partners (the "Indemnified Party") from and against any and all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by the Indemnified Party in consequence of any breach, nonperformance or non-observance by you and/or any of your Sub-Affiliates of any of the obligations or warranties on the part of the Indemnifying Party contained in this Agreement or of any applicable laws or regulations.

12. EXCLUSION OF LIABILITY

12.1 Nothing in this clause 12.1 shall limit PARTNER 's liability for death or personal injury resulting from PARTNER 's negligence or for fraud.

12.2 PARTNER shall not be liable, in contract, tort (including without limitation negligence) or in any other way for: loss of revenues, profits, contracts, business or anticipated savings; or any loss of goodwill or reputation; or any indirect or consequential losses in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, or any other matter under this Agreement.

12.3 The liability of PARTNER shall not, in any event, exceed the sum of the total monies paid by PARTNER to you over the 6 month period preceding the date on which such liability accrued.

13. TERM

13.1 This Agreement shall start on the date that we notify you that your application has been successful in accordance with clause 1. This Agreement shall continue thereafter unless and until terminated by either party upon 30 days written notice.

13.2 If you are in material breach of your obligations within this agreement, PARTNER may bring the term to an end with immediate effect; and cease to pay you any further Revenue Share on you Referred Customers, by written notice to you.

14. YOUR PERSONAL INFORMATION

We are required by law to comply with data protection requirements in the way in which we use any personal information collected from you. We therefore take very seriously our obligations in

relation to the way in which we use your personal information. To learn how we use your personal information please read our Privacy Policy.

15. GENERAL

15.1 This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud.

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

15.3 Any notice given or made under this Agreement to PARTNER shall be by email to the relevant email admin@hexaffiliates.io PARTNER shall send you any notices given or made under this Agreement to the email address supplied on your application form or such other email address as notified by you to PARTNER.

15.4 Nothing in this Agreement is intended to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

15.5 Neither party shall make any announcement relating to this Agreement nor its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.

15.6 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of The Netherlands Antilles Each party irrevocably submits to the exclusive jurisdiction of The Netherlands Antilles courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

15.7 In case of any discrepancy between the meanings of any translated versions of this Agreement, the meaning of the English Language version shall prevail.

16. CHANGES TO THIS AGREEMENT

This Agreement has not been varied or otherwise amended since