

Terms and Conditions

In order to apply for our affiliate program dedicated to promoting the STS Website(s), 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 our team info@stsaffiliates.com for further information.

The below is an agreement (the "**Affiliate Agreement**" or "**Agreement**") that outlines the terms and conditions agreed between **us** (STS Gaming Group Ltd. reg. no. C 68747, a company incorporated under the laws of Malta, having its registered address at STS Gaming Group, Skyway Offices, block C, 3rd floor (C5), 177/179 Triq Marina, Pieta, PTA9042, Malta - referred to herein as "**STS**", "**the Company**", "**we**", and **the Affiliate** (referred to herein as "**you**" or "**affiliate**"), in respect to your application to join our Affiliate Program and to promote the STS Website(s) and our services.

Please read the Affiliate Agreement carefully to ensure you understand your rights and obligations and the repercussions for you should you breach the Affiliate Agreement.

By registering for the Affiliate Programme, and/or by accessing and utilising any of our marketing tools or accepting any reward, bonus or commission, whether contained in the Affiliate Agreement or elsewhere as a part of our Affiliate Programme, you will be deemed to have read, understood and agreed to the Affiliate Agreement.

The terms and conditions of the Affiliate Agreement have been introduced as of 21st May 2020 and will apply to every new account and previously established accounts of Affiliates which have accepted these Terms and conditions. If you create an Affiliate Account, these terms and conditions will be binding on you when you are approved as an Affiliate.

1. Definitions:

1.1 "**Affiliate**" means you, the person or entity, who applies to participate in the Affiliate Programme.

1.2 "**Affiliate Account**" means the account of the Affiliate set up after an Affiliate Application is made by the Affiliate to take part in the Affiliate Programme and approved by STS.

1.3 "**Affiliate Agreement**" means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products and brands, (iii) the Privacy Notice, (iv) other agreements and arrangements made between the Parties in written form and (v) any other rules and/or guidelines of STS and/or Website(s) made known to the Affiliate from time to time. Except otherwise provided in the Affiliate Agreement by specific reference, if any provision contained in the terms and conditions conflicts with any provision in any other document, the provision contained in the terms and conditions herein shall prevail.

1.4 "**Affiliate Application**" means the application made by the Affiliate to participate in the Affiliate Programme.

1.5 "**Affiliate Links**" means internet hyperlinks used by the Affiliate to link from the Affiliate Website(s) or any other third party website accepted by STS, to the STS Website(s).

1.6 **"Affiliate Programme"** means the collaboration between STS and the Affiliate whereby the Affiliate will promote STS Website(s) and create the Affiliate Links from the Affiliate Website(s) to STS Website(s), and thereby be paid a commission as defined under the Affiliate Agreement, depending on the traffic generated to the STS Website(s) subject to the terms and conditions of the Affiliate Agreement and to the applicable product-specific Commission Structure.

1.7 **"Affiliate Wallet"** means an online balance of the Affiliate which shows the current commission and any other payments due to the Affiliate, which the Affiliate will be paid after issuing an invoice in accordance with the Affiliate Agreement.

1.8 **"Affiliate Website(s)"** means any website (including any device-specific versions of such website) or application owned and/or operated by you or on your behalf and which you identify in your Affiliate Application, and any other marketing methods, including without limitation emails and SMS, which STS approved for use in the Affiliate Programme.

1.9 **"ASA"** - means Advertising Standards Authority, United Kingdom's self-regulatory organisation of advertising.

1.10 **"BCAP Code"** - means The UK Code of Broadcast Advertising issued by the Committees of Advertising Practice (CAP) and administered by the Advertising Standards Authority (ASA).

1.11 **"CAP Code"** - means The UK Code of Non-broadcast Advertising and Direct & Promotional Marketing issued by the Committees of Advertising Practice (CAP) and administered by the Advertising Standards Authority (ASA).

1.12 **"Commission"** means the percentage of the Net Revenue as set out in the Commission Structures for each particular product.

1.13 **"Commission Structures"** means the commission structures or any specific commission structure expressly agreed between STS and the Affiliate.

1.14 **"Confidential Information"** means any information of commercial or essential value relating to STS and/or Group Companies such as but without limitation, financial reports and condition, trade secrets, know-how, prices, business information, products, strategies, databases, information about New Customers, other customers and users of STS and/or Group Companies Website(s), technology, marketing plans and manners of operation.

1.15 **"GBGC"** - means the Great Britain Gambling Commission, the body of the Government of the United Kingdom, responsible for regulating gambling and supervising gambling law in Great Britain.

1.16 **"Group Companies"** means any entity directly or indirectly controlling, controlled by, or under common control with the STS. For the purpose of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means the power to manage or direct the affairs of the entity in question, whether by ownership of voting securities, by contract or otherwise. For the avoidance of doubt, whenever some obligations or rights within these Terms & Conditions refers to "STS" it means STS Gaming Group Ltd. obligations or rights, as well as Group Companies' as defined above.

1.17 **“Intellectual Property Rights”** means any and all copyright and related rights, designs, trademarks, trade names, internet domain names, insignia, service marks, patents, database rights, inventions and discoveries and all other intellectual and industrial property rights of a similar or corresponding nature in any of the relevant territories, in each case whether registered or unregistered and including the right to apply for and all applications for any of the foregoing together with all statutory, equitable and common law rights attaching thereto in any applicable territories, including the right to sue for damages (and retain such damages) and all other legal and equitable remedies in respect of any infringement or misuse of any of such intellectual and industrial property or rights of a similar nature.

1.18 **“LCCP”** - means the Licence conditions and codes of practice, the document that sets out the Great Britain Gambling Commission’s general licence conditions and associated code of practice provisions under the Gambling Act 2005.

1.19 **“Licence Holder”** means STS.Bet Limited, a company incorporated under Maltese law, having its registered address at STS Gaming Group, Skyways Offices, block C, 3rd floor (C5), 177/179 Triq Marina, Pietà, PTA9042, Malta - that operates the STS Website(s) with accordance to the relevant remote gambling licences, with whom STS has a contractual relationship setting out the rules of Affiliate Programme run by STS.

1.20 **“Net Revenue”** means:

(i) in relation to sportsbook, casino, bingo and scratch: all monies received by STS from New Customers in relation to placed bets/casino activities less (a) monies paid out to New Customers as winnings, (b) bonus and jackpot contribution payouts, (c) administration fees, (d) fraud costs, (e) charge-backs, (f) returned stakes and (g) monies paid out as duties or taxes; and

For the avoidance of doubt, all Net Revenue amounts referred to above are only in relation amounts generated from New Customers referred to STS Website(s) by the Affiliate Website(s).

1.21 **“New Customer”** means a new first-time customer of the STS Website(s) who:

a) Has created a new STS player account, registering directly after having been referred from the Affiliate Website(s) to the STS Website(s);

b) Has made a first deposit amounting to at least the applicable minimum deposit at the STS Website(s), in the STS Website(s) gaming account in accordance with the applicable terms and conditions of the STS Website(s), but excluding the Affiliate employees, relatives and/or friends; and

c) Is not already in STS Website(s) customer database (where the customer has previously closed his STS player account and opened a new one through the Affiliate, such condition shall be deemed not to be satisfied).

1.22 **“Parties”** means STS and the Affiliate (each a “Party”).

1.23 **“Personal Data”** means any information relating to any person, whether individual or legal that is or may be identified from time to time (directly or indirectly). It includes without limitation any and all information in relation to New Customers and/or Affiliates.

1.24 **“Privacy Notice”** means STS privacy notice which can be found here.

1.25 **“Relevant Authority”** - means the government, statutory, public or other authority, regulator or other governing body having jurisdiction over the market where the STS operates and where the Affiliate promotes STS Website(s).

1.26 **“Relevant Regulations”** - means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes and all codes of practice having the force of law, all judgments, orders, notices, instructions, decisions having the force of law binding on the market where the STS operates and where the Affiliate promotes STS Website(s).

1.27 **“STS Website(s)”** means the websites (including any device-specific versions of such websites) and applications owned and/or operated by the Licence Holder or any of the Group Companies and any other website or application notified to the Affiliate from time to time.

1.28 **“STS player account”** means the account opened and verified on the STS Website(s) by the New Customer, after having been referred from the Affiliate Website(s) to the STS Website(s)

2. Your Obligations:

2.1 Registering as an Affiliate.

a) To become a member of our Affiliate Programme you must accept these terms and conditions by ticking the box indicating your acceptance, completing and submitting the Affiliate Application.

b) The Affiliate Application will form an integral part of the Affiliate Agreement. We will, at our sole discretion determine whether or not to accept an Affiliate 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 Affiliate Application has been successful.

c) Without limiting the generality of the foregoing, STS may reject your Affiliate Application if the STS believes:

(i) the marketing methods and/or Affiliate Website(s) proposed in your Affiliate Application are unsuitable for any reason;

(ii) the Affiliate Website(s) include any content which the STS deems to be unlawful, harmful, threatening, defamatory, obscene, or harassing. By way of example, this might mean that it contains: (i) sexually explicit, pornographic or obscene content (whether in text or graphics); (ii) speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libellous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise); (iii) graphic violence; (iv) politically sensitive or controversial issues; or (v) any unlawful behaviour or conduct;

(iii) any of your Affiliate Website(s) are designed to distribute or promote any spyware, adware, trojans, viruses, worms, spybots, keyloggers or any other form of malware;

(iv) any of your Affiliate Website(s) are designed to appeal or may appeal to individuals under the age of 18;

(v) any of your Affiliate Website(s) are providing unauthorised access to copyrighted content; or

(vi) you may be in breach of or may be likely to breach, any Applicable Laws, regulations or the anti-bribery or corruption obligations.

d) You will provide STS with successfully fulfilled Due Diligence form together with any documentation required by STS to verify the Affiliate Application and/or to verify the Affiliate Account information provided to STS at any time during the term of the Affiliate Agreement. This documentation may include but is not limited to: bank statements, individual or corporate identity papers and proof of address.

e) STS reserve the right to perform background checks on you and request any relevant documentation from you in evaluating your application for any reason, including (but not limited to) verifying your identity, personal history, registration details (such as company name and address), your financial transactions and financial standing. STS is under no obligation to advise you that such an investigation is taking place. Such activities may include the use of specific third party companies, who perform the investigations as required. STS may reject your Affiliate Application on the basis that such an investigation provides a negative or uncertain conclusion.

f) It is your sole obligation to ensure that any information you provide us with when registering with the Affiliate Programme is correct and that such information is kept up to date at all times.

2.2 Login details.

a) It is your sole obligation and responsibility to ensure that (and to put in place all necessary measures to ensure that) your login details for your Affiliate Account are kept confidential, safe and secure at all times.

b) Any unauthorised use of your Affiliate Account resulting from your failure to adequately guard your login information shall be your sole responsibility and you remain solely responsible and liable for all activity and conduct occurring under you Affiliate Account user ID and password whether such activity and/or conduct was undertaken by you or not.

c) It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account. As your login details are confidential, we do not have visibility of this information and cannot provide you with such information in case of loss.

2.3 Minimum efforts

a) By agreeing to participate in the Affiliate Programme, you agree to use your best efforts to actively and effectively advertise, market and promote STS Website(s) as widely as possible in order to maximize the Parties' benefits and that it will abide by the advertising guidelines of STS as may be communicated to the Affiliate from time to time and/or made accessible online, together with and all Relevant Regulations.

b) You agree to market and refer potential players to the STS Website(s) at your own risk, cost and expense. The Affiliate will be solely responsible for the distribution, content, legality and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and Relevant Regulations and in accordance with this Agreement.

c) You will ensure that all news, offers and promotions in relation to STS are current and up to date.

d) You will ensure that all activities taken by you under the Affiliate Agreement will be in STS best interest and will in no way harm STS reputation or goodwill. You may link to the STS Website(s) using the Affiliate Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf.

2.4 Valid traffic and good faith

a) You will not generate traffic to the STS Website(s) by registering or depositing money as a New Customer whether directly or indirectly (for example by using associates, family members or other third parties), sending spam, cookie spam or causing third parties to do so for the purpose of artificially increasing the Affiliate's commission. Such behaviour shall be deemed as fraud and in such a situation STS may, at its sole discretion, terminate the Agreement immediately without further explanations, especially without any obligation to present evidence of fraudulent behaviour to the Affiliate.

b) You will also not attempt to benefit from traffic not generated in good faith whether or not it actually causes us damage. Where you have any reasonable suspicion that any New Customer referred by you under the Affiliate Agreement is in any way associated to bonus abuse, money laundering, fraud, or other abuse of remote gaming sites, you will immediately notify us of the same.

c) You hereby recognise that any New Customer found to be a bonus abuser, money launderer or fraudster or who assist in any form of affiliate fraud (whether notified by you or later discovered by us) does not constitute a valid New Customer under the Affiliate Agreement (and thereby no Commission shall be payable by STS in relation to such New Customers).

d) STS reserves the right to freeze the Affiliate's account with immediate effect and/or deduct money from the Affiliate if any traffic is deemed to have been referred through fraudulent means or in breach of this Agreement. STS is also entitled to terminate the Affiliate Agreement immediately in such a situation.

e) You will not target any person who is under the legal age for gambling, and shall, for example, not provide facilities for gambling which are meant to appeal particularly to children or young people. If the Affiliate is in breach of this provision, STS is entitled to terminate the Affiliate Agreement immediately. The Affiliate is also obliged to indemnify STS against any loss, cost or damage of any kind arising out of the breach.

f) You will not target any jurisdiction where gambling and the promotion thereof is illegal. The Affiliate shall not be eligible for any commission on any product which is promoted in any jurisdiction where it is illegal to do so.

2.5 Affiliate Website

a) The Affiliate expressly acknowledges and agrees that the use of the Internet and compliance with the terms of this Agreement are at the Affiliate's own risk. STS makes no guarantee in relation to the accessibility of the STS Website(s) at any particular time or any particular location. STS shall in no event be liable to the Affiliate or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the STS Website(s).

b) You will be solely responsible for the development, operation, and maintenance of the Affiliate Website(s) and for all materials that appear on the Affiliate Website(s).

- c) You shall at all times ensure that the Affiliate Website(s) are compliant with all applicable laws and regulations, and appears and functions as a professional website.
- d) You will not present the Affiliate Website(s) in such a way so that the Affiliate Website(s) may cause confusion with the STS Website(s) and / or STS generally or so that it may give the impression that it is owned or operated by STS.
- e) The Affiliate Website(s) will not contain any defamatory, libellous, discriminatory, obscene, unlawful (including that which the Affiliate does not have permission from any third party rights owner to use, for example, illegal streaming) or otherwise unsuitable content (including, but not limited to: sexually explicit material which is not in line with legal or acceptable standards, violent, obscene, derogatory or pornographic materials or content which would be illegal in target country).

2.6 Affiliate Programme

- a) The Affiliate Programme is intended for your direct participation and is intended for professional website publishers.
- b) You shall not open affiliate accounts on behalf of other participants. Opening an Affiliate Account for a third party, brokering an Affiliate Account or the transfer of an Affiliate Account is not accepted by STS. STS is entitled to terminate the Affiliate Agreement immediately in case of the breach of this provision.
- c) Affiliates wishing to transfer an account to another beneficial account owner must request permission to do so by contacting us. Approval is solely at our discretion.
- d) You shall not open more than one Affiliate Account without our prior written consent.

2.7 Affiliate Links

- a) The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate's Website(s).
- b) If you display or make accessible to visitors to the Affiliate Website(s) descriptive information regarding any vendors whose banners are displayed on the Affiliates Website(s) you shall, subject to our prior written approval of the content thereof, include similar descriptive information regarding the applicable STS Website(s).
- c) You will only use Affiliate Links provided by STS within the scope of the Affiliate Programme. On our request, the Affiliate is obliged to present the full list of used Affiliate Links. Using Affiliate Links that do not fall within the scope of the Affiliate Programme should be deemed as the material breach of the Affiliate Agreement and may lead to immediate termination of the Affiliate Agreement by STS.
- d) Masking your Affiliate Links (for example hiding the source of the traffic sent to STS Websites) is prohibited.
- e) STS has the right to monitor the Affiliate Website(s) in order to ensure the Affiliate's compliance with the terms and conditions of this Agreement and the Affiliate shall provide the STS with all data reasonably requested in order to perform such monitoring.

2.8 Restricted websites

a) You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property Rights (or in any other way link to or drive traffic to any STS Website(s) via) on any unsuitable websites (whether owned by a third party or otherwise). STS is entitled to terminate the Affiliate Agreement immediately in case of the breach of this provision.

b) Restricted websites include, but are not limited to, those that: are aimed at children, display illegal 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 in any way violate the intellectual property rights of any third party (including for the avoidance of doubt, any illegal streaming websites) or of STS or breach any relevant advertising regulations or codes of practice in any territory or any jurisdiction where such Affiliate Links or digital advertisements may be featured. Should you be in breach of the aforementioned, we may terminate this agreement with you with immediate effect i.e. without any notice period.

2.9 Email and SMS marketing

a) If sending any emails or SMS communications to individuals which

(i) include any of STS Intellectual Property Rights; or

(ii) otherwise intend to promote STS Website(s), you must first have permission to send such emails from STS.

b) If such permission is granted by STS you must then ensure you have each and every recipient's explicit consent to receive marketing communications in the form of communication to be sent (by SMS or email as relevant) and that such individuals have not opted out of receiving such communication.

c) You must also make it clear so that no confusion is caused (in regards to the sender of such communication) to the recipient that all marketing communications are sent from you and not from STS.

2.10 Use of STS Intellectual Property Rights

a) Any use of STS Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in the Social Responsibility Clause below.

b) You will not purchase or register keywords, search terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other search or referral service and which are identical or similar to any of the STS trademarks or otherwise include the STS trademarks or variations thereof, or include metatag keywords on the Affiliate Website which are identical or similar to any of the STS trademarks.

c) You will not register (or apply to register) any trademark or domain name or any similar trademark or domain name which is similar to any trademark, domain name or brand used by or registered in the name of any member of STS, or any other name that could be understood to designate STS.

2.11 Approved creative

a) You will not use any advertising layout or creative (including banners, images, logos and / or any material containing) incorporating or in any way utilising our Intellectual Property Rights unless the

advertising layout or creative has been provided to you by STS or (where creative / advertising layouts are created by you) without the advanced written approval of STS in relation to each and every advertising layout or creative.

b) You will not alter the appearance of any advertising or creative which has been provided to you or for which such approval has been granted by STS.

c) It is your responsibility to seek approval from STS in time for release or launch of any advertising campaign or creative and to ensure you have written approval from STS in relation to each and every advertising layout or creative and to be able to evidence such approval upon request.

2.12 Loyalty programmes

a) You will not offer any rake-back / cash-back/ value-back or similar programmes, other than such programmes as are offered on the STS Website(s).

2.13 Social responsibility

a) You are aware of STS on-going commitment to responsible gaming and the prevention of gambling addiction and you will actively cooperate with STS to convey a responsible gaming message and reduce gambling addiction including (but not limited to) featuring such responsible gaming links, information or logos as required by STS on the Affiliate Website(s).

b) You will not use any material or in any way target persons who are under 18 (or older where you target jurisdiction or territory where the minimum age to partake in gambling is greater than 18).

2.14 Illegal activity

a) You will not target any territory or jurisdictions where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal. STS is entitled to terminate the Affiliate Agreement immediately in case of the breach of this provision.

b) You will act legally and within the Relevant and Regulations and/or applicable laws at all times and you will not perform any act which is illegal in relation to the Affiliate Programme or otherwise. In case of the breach of this provision, STS is entitled to terminate the Affiliate Agreement immediately, without further notice.

c) Throughout the term of this agreement, you are obliged to comply with all legal, regulatory obligations set out by the Relevant Authority. You need to comply with the following marketing standards:

i. Marketing communications for gambling must be socially responsible, with particular regard to the need to protect children, young persons and other vulnerable persons from being harmed or exploited;

ii. Marketing communications must not:

A. portray, condone or encourage gambling behaviour that is socially irresponsible or could lead to financial, social or emotional harm

B. exploit the susceptibilities, aspirations, credulity, inexperience or lack of knowledge of children, young persons or other vulnerable persons

- C. suggest that gambling can provide an escape from personal, professional or educational problems such as loneliness or depression
 - D. suggest that gambling can be a solution to financial concerns, an alternative to employment or a way to achieve financial security
 - E. portray gambling as indispensable or as taking priority in life; for example, over family, friends or professional or educational commitments
 - F. suggest that gambling can enhance personal qualities, for example, that it can improve self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration
 - G. suggest peer pressure to gamble nor disparage abstention
 - H. link gambling to seduction, sexual success or enhanced attractiveness
 - I. portray gambling in a context of toughness or link it to resilience or recklessness
 - J. suggest gambling is a rite of passage
 - K. suggest that solitary gambling is preferable to social gambling
 - L. be likely to be of particular appeal to children or young persons, especially by reflecting or being associated with youth culture
 - M. be directed at those aged below 18 years include a child or a young person. condone or encourage criminal or anti-social behaviour
 - N. condone or feature gambling in a working environment. An exception exists for licensed gambling premises.)
- d) Should you be in breach of one of the aforementioned rules we may terminate this agreement with immediate effect- i.e. without any notice period.

2.15 Data Protection and Cookies

- a) You shall at all times comply with the General Data Protection Regulation(GDPR) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any new or amended data protection acts, regulations or law applicable to your territory, all applicable legislation and/or regulations relating to the use of 'cookies' and will comply with all necessary notification procedures of the use of 'cookies' to all visitors to the Affiliate Websites. You shall also comply with any other related or similar legislation.
- b) The Affiliate shall inform users of the Affiliate Site, via the relevant privacy policy or other appropriate means, that a tracking technology will be installed on the user's hard drive once the user clicks on the Content.
- c) The Affiliate shall provide users with the opportunity to reject the installation of such tracking technology in accordance with Regulation 6 of the Privacy and Electronic Communications (EC Directive) Regulations 2003.

2.16 Cost and expense

a) You shall be solely responsible for all risk, costs and expenses incurred by you in meeting your obligations under the Affiliate Agreement.

2.17 STS monitoring of Affiliate activity.

a) You will immediately give STS all such assistance as is required and provide us with all such information as is requested by STS to monitor your activity under the Affiliate Programme.

2.18 Commission paid to the Affiliate incorrectly.

a) The Affiliate agrees to immediately, upon request by STS, return all Commissions received based on New Customers referred to STS in breach of the Affiliate Agreement or relating to fraudulent or falsified transactions.

3. Obligations of the Affiliate operating on the United Kingdom market

3.1 Compliance with Applicable Regulations

a) The Affiliate operating on the United Kingdom market herein agrees to follow and apply to CAP & BCAP Codes, LCCP and any other guidelines published by the Advertising Standards Authority (ASA) or the GBGC.

b) The Affiliate operating on the United Kingdom market is responsible for making sure that all marketing materials used by him to promote STS Website(s) are in line with CAP & BCAP Codes, LCCP and other guidelines published by the ASA or the GBGC.

c) In the event that the Affiliate creates its own marketing materials, such marketing materials shall be compliant with the provisions of this Agreement and all relevant regulations (amongst others: CAP & BCAP Codes, LCCP and any other guidelines published by the ASA or the GBGC) and STS shall not be held liable for any fines and/or sanctions which are incurred by the Affiliate for the non-adherence with applicable rules and regulations.

d) Throughout the term of this Agreement, you are obliged to comply with all legal and regulatory obligations set out by Relevant Authority, including but not limited to GBGC and the ASA. You need to comply with the following marketing standards indicated in the CAP Code:

i. Marketing communications for gambling must be socially responsible, with particular regard to the need to protect children, young persons and other vulnerable persons from being harmed or exploited.

ii. Marketing communications must not:

A. portray, condone or encourage gambling behaviour that is socially irresponsible or could lead to financial, social or emotional harm

B. exploit the susceptibilities, aspirations, credulity, inexperience or lack of knowledge of children, young persons or other vulnerable persons

C. suggest that gambling can provide an escape from personal, professional or educational problems such as loneliness or depression

- D. suggest that gambling can be a solution to financial concerns, an alternative to employment or a way to achieve financial security
- E. portray gambling as indispensable or as taking priority in life; for example, over family, friends or professional or educational commitments
- F. suggest that gambling can enhance personal qualities, for example, that it can improve self-image or self-esteem, or is a way to gain control, superiority, recognition or admiration
- G. suggest peer pressure to gamble nor disparage abstention
- H. link gambling to seduction, sexual success or enhanced attractiveness
- I. portray gambling in a context of toughness or link it to resilience or recklessness
- J. suggest gambling is a rite of passage
- K. suggest that solitary gambling is preferable to social gambling
- L. be likely to be of particular appeal to children or young persons, especially by reflecting or being associated with youth culture
- M. be directed at those aged below 18 years through the selection of media or context in which they appear to be directed at those aged below 18 years (or 16 years for football pools, equal-chance gaming [under a prize gaming permit or at a licensed family entertainment centre], prize gaming [at a non-licensed family entertainment centre or at a travelling fair] or Category D gaming machines) through the selection of media or context in which they appear
- N. include a child or a young person. No-one who is, or seems to be, under 25 years old may be featured gambling or playing a significant role. No-one may behave in an adolescent, juvenile or loutish way. Individuals who are, or seem to be under 25 years old (18-24 years old) may be featured playing a significant role only in marketing communications that appear in a place where a bet can be placed directly through a transactional facility, for instance, a gambling operator's own website. The individual may only be used to illustrate specific betting selections where that individual is the subject of the bet offered. The image or other depiction used must show them in the context of the bet and not in a gambling context
- O. exploit cultural beliefs or traditions about gambling or luck
- P. condone or encourage criminal or anti-social behaviour
- Q. condone or feature gambling in a working environment. An exception exists for licensed gambling premises.
- R. Should you be in breach of one of the aforementioned rules we may terminate this agreement with immediate effect- i.e. without any notice period.

3.2 Termination due to the breach of LCCP

- a. STS may terminate this Agreement promptly if, in our reasonable opinion, you are in breach of the contract including in particular terms included pursuant to LCCP code provision or have otherwise

acted in a manner which is inconsistent with the licensing objectives, including where you have breached a relevant advertising code of practice.

4. Your rights

4.1 New Customers.

- a) We grant you the non-exclusive, non-assignable, right, during the term of this Affiliate Agreement, to direct New Customers to such STS Website(s) as we have agreed with you in strict accordance with the terms and conditions of the Affiliate Agreement.
- b) You shall have no claim to Commission or other compensation on business secured by or through persons or entities other than you.

4.2 Intellectual Property Rights

- a) We grant you a non-exclusive, non-transferable licence, during the term of this Affiliate Agreement, to use the STS Intellectual Property Rights, which we may from time to time approve solely in connection with the display of the promotional materials on the Affiliate Website or in other such locations as may have been expressly approved (in writing) by STS.
- b) This licence cannot be sub-licensed, assigned or otherwise transferred by you. Your right to use the STS Intellectual Property Rights is limited to and arises only out of this licence.
- c) You shall not assert the invalidity, unenforceability, or contest the ownership of any STS Intellectual Property Rights in any action or proceedings of whatever kind or nature, and shall not take any action that may prejudice our rights in the STS Intellectual Property Rights, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- d) You must notify us immediately if you become aware of the misuse of the STS Intellectual Property Rights by any third party.

4.3 Personal Data

For the purpose of the services to be delivered under this Agreement, it is understood that the Affiliate shall not have access to any Personal Data of License Holder's customers.

5. STS Obligations:

5.1 We shall use our best endeavours to supply you with all such materials and information required for the necessary implementation of the Affiliate Links. STS shall not be responsible for the actual implementation of the links and marketing materials.

5.2 At our sole discretion, we may register any New Customers directed to the STS Website(s) by you and we will track their transactions. STS may refuse any registration of a New Customer or close a New Customer's account if, in the sole opinion of STS, such action is deemed to be necessary to comply with STS internal policies and/or to protect the interest of STS.

5.3. STS shall use its reasonable endeavours to ensure that whenever a New Customer is directed to the STS Website(s) and registers a new account, the relevant New Customer is identified as originating from

the Affiliate's Website(s). However, STS shall not be held liable if it is unable to identify a New Customer as originating from such a Website.

5.4 We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

5.5 We shall use and process the following personal data of an Affiliate or any Affiliate employee in accordance with our Privacy Notice.

5.6 Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with clause "Commission and Payment" in these Affiliate Agreement.

5.7. In the event that the Affiliate creates its own marketing material, such marketing material shall be approved by STS and be compliant with the provisions of this Agreement and all Relevant Regulations and STS shall not be held liable for any fines and/or sanctions which are incurred by the Affiliate for the non-adherence with applicable rules and regulations. STS is entitled to terminate the Affiliate Agreement immediately in case of the breach of this provision.

6. STS Rights and Remedies:

6.1 Remedies

a) In the case of your breach (or, where relevant, suspected breach) of the Affiliate Agreement or your negligence in performance under the Affiliate Programme, or failure to, in any way, meet your obligations hereunder, STS shall have at our sole discretion the following remedies available:

(i) the right to suspend (for up to 180 days) any Affiliate's participation in the Affiliate Programme for such period as is required to investigate any activities of the Affiliate that may be in breach of the Affiliate Agreement. During any period of suspension, payments of Commission will also be suspended;

(ii) the right to withhold any Commission or any other payment payable or owing to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate under the Affiliate Agreement which is in breach of (or otherwise not in accordance with) the Affiliate's obligations under the Affiliate Agreement;

(iii) the right to withhold and/or set off such monies as STS deems reasonable from the Commission to cover any indemnity given by the Affiliate hereunder or to otherwise cover any liability of STS which arises as a result of the Affiliate's breach of the Affiliate Agreement or the Affiliate's negligent performance hereunder;

(iv) immediately terminate the Affiliate Agreement.

(v) the right to withhold monies held in the Affiliate Wallet if they are not withdrawn within a period of 3 (three) months from the date of the termination of the Affiliate Agreement in accordance with clause "Commission and Payment" in these Affiliate Agreement.

b) Our rights and remedies detailed above shall not be mutually exclusive. Therefore, the exercise of one or more of the rights or remedies listed above shall not preclude the exercise of any other right or remedy. You also acknowledge, confirm, and agree that damages may be inadequate for a breach or a threatened breach of the Affiliate Agreement and, in the event of a breach or threatened breach of any

provision of the Affiliate Agreement; we may seek enforcement or compliance by specific performance, injunction, or other equitable remedies. Nothing contained in the Affiliate Agreement shall limit or affect any of our rights at law, or otherwise, for a breach or threatened breach of any provision of the Affiliate Agreement, the intention of this provision is to make clear that our rights shall be enforceable in equity as well as at law or otherwise.

c) STS reserves the right to request any information from the Affiliate for due diligence purposes in line with its obligations under applicable law as it may from time to time deem fit.

7. Commission and Payment

7.1 Subject to your adherence with the provisions of the Affiliate Agreement, you will earn Commission in accordance with the Commission Structure on a number of New Depositing Customers and Net Revenue of New Customers referred by you to the STS Websites.

	Referral Commission	Net Revenue per month	New Depositing Customers per month
Promotional period*	50%	-	20
Level 1	25%	€0 – €10 000	0 – 4
Level 2	30%	€10 001 – €20 000	5 – 15
Level 3	35%	€20 001 - unlimited	16 or more

We retain the right to change the Commission percentage and method of calculation of Commission as we wish in accordance with this clause.

7.2 The Commission is calculated at the end of each month and payments shall be made on a monthly basis in arrears, not later than the 10th of the following calendar month, provided that the amount due exceeds €50 (the “**Minimum Threshold**”). If the balance due is less than the Minimum Threshold, it shall be accumulated and carried over to the following month and shall be payable when the total Commission collectively exceeds the Minimum Threshold.

7.3 Payment of Commission shall be made through our Affiliate Wallet. Due to Relevant Regulations, partners may be required for verification and ‘know your customer’ documentation before a withdrawal can be accessed. If an error is made in the calculation of the Commission, STS reserves the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

7.4 A minimum amount of €50 (fifty euro) may be withdrawn from the Affiliate Wallet at one time. In case of termination of an Affiliate Agreement, any left amount even smaller than a minimum amount may be withdrawn from the Affiliate Wallet.

7.5 The Affiliate's acceptance of the payment of the Commission shall be deemed to constitute the full and final settlement of the balance due for the relevant period.

7.6 If the Affiliate disagrees with the balance due as reported, they shall notify STS within fifteen (15) days and state the reasons for the disagreement. Failure to notify STS within the prescribed time shall be considered as an irrevocable acknowledgement of the balance due for the period indicated.

7.7 The Affiliate may, at the sole discretion of STS, be provided with the opportunity to restructure its commission structure. Examples of alternative commission structures could include a Cost Per Acquisition (CPA) model. However, and for the avoidance of doubt, only one type of Commission Structure for the same product may be applied at the same time. Therefore, once an Affiliate accepts STS offer to apply a new commission structure, different to the standard Commission Structure detailed in the Affiliate Agreement, the Affiliate hereby agrees and understands that the new proposed commission structure shall replace his existing commission structure in its entirety. Notwithstanding the above, the Affiliate's obligations assumed under the Affiliate Agreement will still continue to apply to the Affiliate even if a new commission structure is applicable.

7.8 The Affiliate shall have the sole responsibility to pay any and all taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority, department or other competent entity as a result of the compensation generated under the Affiliate Agreement. STS shall under no circumstances whatsoever be held liable for any such amounts unpaid but found to be due by the Affiliate and the Affiliate shall indemnify STS in that regard.

8. Modification of terms and conditions:

- a) We may modify any of the terms and conditions contained in the Affiliate Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site.
- b) Modifications may include, for example, changes in the scope of available Commissions and Affiliate Programme rules.
- c) If any modification is unacceptable to you, your only recourse is to terminate the Affiliate Agreement.
- d) Your continued participation in our Affiliate Programme following our posting of a change notice or new agreement on our site will constitute binding acceptance of the modification or of the new agreement.

9. Confidential Information and Publicity:

- a) During the term of the Affiliate Agreement, you may from time to time be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate Programme (including, for example, the Commissions earned by you under the Affiliate Programme).

b) You agree to avoid disclosure or unauthorised use of any such confidential information to third persons or outside parties unless you have our prior written consent. You also agree that you will use the confidential information only for purposes necessary to further the purposes of the Affiliate Agreement.

c) Your obligations in regards to this clause survive the termination of the Affiliate Agreement. You must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Programme without the prior written consent of STS.

10. Term and Termination:

10.1 Term

a) The term of the Affiliate Agreement will begin when you are approved as an Affiliate and will be continuous unless and until either party notifies the other in writing that it wishes to terminate the Agreement, in which case the Affiliate Agreement will be terminated 30 days after such notice is given.

b) Termination is at will, with or without reason, by either party.

c) For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

d) For the avoidance of doubt, STS may also terminate (in accordance with Clause “**STS Rights and Remedies**” above) upon immediate notice at any time for the Affiliates failure to meet their obligations under the Affiliate Agreement or otherwise for the Affiliate’s negligence.

e) STS may also terminate this contract promptly if, in its reasonable opinion, you are in breach of the contract or have otherwise acted in a manner which is inconsistent with the licensing objectives, including where you have breached a relevant advertising code of practice.

f) STS may also terminate this contract upon immediate notice if no New Customers referred by the Affiliate to the STS Website(s) will appear for an uninterrupted period of 3 months.

10.2 Affiliate actions upon termination

a) Upon termination, you must immediately remove all of STS banners/icons from the Affiliate Website(s) and disable all Affiliate Links from the Affiliate Website(s) to all STS Website(s).

b) All rights and licenses were given to you in the Affiliate Agreement shall immediately terminate.

c) You will return to STS any confidential information and all copies of it in your possession, custody and control and will cease all uses of all STS Intellectual Property Rights.

10.3 Penalty fee

a) In case of breach of obligation stated in above clause, the Affiliate will pay the penalty fee of 2% of the net sum of all invoices from the last twelve-month period for each day of not complying with the obligation.

b) STS may deduct penalty fee from the commission and any other payments due to the Affiliate.

c) STS may withhold commission and any other payments due to the Affiliate until the Affiliate removes all of STS banners/icons from the Affiliate Website(s) and disable all Affiliate Links from the Affiliate Website(s) to all STS Website(s).

10.4 Commission

a) Upon termination of the Affiliate Agreement for any reason, all Commission relating to any New Customers directed to STS during the term shall not be payable to the Affiliate as from the date of termination.

b) All monies earned by STS from such New Customers shall, as from the date of termination, be retained solely by STS.

11. Miscellaneous:

11.1 Disclaimer

We make no express or implied warranties or representations with respect to the Affiliate Programme, about STS or the Commission payment arrangements (including, without limitation, functionality, warranties of fitness, merchantability, legality or non-infringement), and do not express nor imply any warranties arising out of a course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our sites will be uninterrupted or error-free and will not be liable for the consequences if there are any. In the event of a discrepancy between the reports offered in the STS Affiliate Account system and the STS database, the database shall be deemed accurate.

11.2 Indemnity

The Affiliate agrees to defend, indemnify and hold STS, its brands and its affiliates, successors, officers, employees, agents, directors, managers, shareholders and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable attorneys' and experts' fees, related to or arising from:

(a) any breach by you of any provision of the Affiliate Agreement,

(b) the performance of your duties and obligations under the Affiliate Agreement,

(c) your negligence,

(d) any injury caused directly or indirectly by your negligent or intentional acts or omissions, or the unauthorised use of our banners and links or this Affiliate Programme,

(e) third party access or use of Affiliate Site or Affiliate's information and data,

(f) financial penalties imposed by Relevant Authorities caused by the Affiliate's breach of licencing objectives

11.3 Limitation of Liability

STS shall not be held liable for any direct or indirect, special, or consequential damages (or any loss of revenue, profits, or data), any loss of goodwill or reputation arising in connection with the Affiliate Agreement or the Affiliate Programme, even if we have been advised of the possibility of such damages.

11.4 Non-Waiver

Our failure to enforce your strict performance of any provision of the Affiliate Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of the Affiliate Agreement. No modifications, additions, deletions or interlineations of the Affiliate Agreement are permitted or will be recognised by us. None of our employees or agents has any authority to make or to agree to any alterations or modifications to the Affiliate Agreement or its terms.

11.5 Relationship of Parties

STS and the Affiliate are independent contractors and nothing in the Affiliate 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 Affiliate Agreement.

11.6 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond the reasonable control of and is not the fault of, such party, including but not limited to labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other incidents. If a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure event to the extent prevented. If such event occurs, the non-performing Party is excused from whatever performance is prevented by the event to the extent prevented provided that if the force majeure event subsists for a period exceeding thirty (30) days then either Party may terminate the Affiliate Agreement with immediate effect by providing a written notice.

11.7 Assignability

a. The Affiliate may not assign this Affiliate Agreement, by operation of law or otherwise, without obtaining the prior written consent of STS. Subject to that restriction, the Affiliate Agreement will be binding on, inure to the benefit of, and be enforceable against you and us and our respective successors and assigns.

b. STS can assign this Affiliate Agreement, by operation of law or otherwise, without the written consent of the Affiliate.

11.8 Severability

Each provision of the Affiliate Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of the Affiliate Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of the Affiliate Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

11.9 Language

Where the Affiliate Agreement is translated into the languages, please be aware that the Affiliate Agreement was first drafted in English and where there is any conflict or discrepancy between the English language version and any other language version, the English language version shall prevail.

11.10 Governing Law

The validity, construction and performance of the Affiliate Agreement and any claim, dispute or matter arising under or in connection to the Affiliate Agreement or its enforceability shall be governed and construed in accordance with the laws of Malta. Each Party irrevocably submits to the Malta Arbitration Centre, Malta, over any claim, dispute or matter under or in connection with the Affiliate Agreement and/or its enforceability.

12. Intellectual Property Rights of Third Parties

12.1. Intellectual Property

a. The Affiliate shall guarantee that the material shown on the Affiliate Website does not infringe any rights of third parties (including copyright, patents and trade mark rights, the general right of personality or any other rights – in the following “IP”).

b. The Affiliate shall not copy or resemble the STS’s Website in whole or in part, and frame any page of the STS’s Website in whole or in part. The Affiliate shall not register or attempt to register any logo, trade mark, trade name, insignia, design, domain name or similar identifying material and shall not create any websites, groups, profiles (especially but not limited to www.facebook.com) that contain the IP or are confusingly similar to or are comprised of any of the IP.

12.2. Domain Names

The Affiliate shall not register or attempt to register domain names which are similar or confusingly similar to the Trademarks or Sites, or any other associated brands or companies, including (for avoidance of doubt) any misspellings or any phonetics. In the case that the Affiliate does register any domain name as described above, it will on demand by the STS, immediately transfer any such domain name to the STS or to a third party elected by the STS.

12.3. Bidding on Brand Terms

The Affiliate may not place, purchase or register keywords (including meta-tag 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, are similar or otherwise resemble any of the Trademarks.

12.4. Approved Marketing Materials

The Affiliate will only use advertising creative (banners, html mailers, images, logos, micro games, page peels, content and other) approved by the STS and will not alter their appearance nor refer to the Operator in any promotional materials other than those that are available from the Affiliate Tool. The Affiliate shall not (i) use Marketing Materials in a manner that may potentially confuse a Player or potential Player or (ii) place Marketing Materials on any online site where the content on such medium infringes any third party's IP.

12.5. License to use Marks

- a. STS hereby grants the Affiliate a non-exclusive, revocable, non-transferable license, during the term of this Agreement, to use any IP with regards to the Approved Marketing Materials for the display on the Affiliate Website and for the sole purpose of the Agreement. This license cannot be sub-licensed, assigned, sold or otherwise transferred by the Affiliate without STS prior written approval. STS has the right to terminate this license at any time by providing written or electronic notification to the Affiliate. The Affiliate guarantees to maintain the email-address stored in the registration with the Affiliate Tool and inform STS in any event, should this email-address change. A notification sent to this email address is accepted as sufficient for any communication regarding this contract.
- b) The Affiliate shall not contest the ownership of the IP, and shall not take any action that may invalidate or weaken the validity of the IP or diminish the IP associated goodwill.
- c) The Affiliate shall cease to use all IP upon being notified to do so by STS (either by electronic or written notification) or any other termination of this Agreement.