

## **T&C's for Gaming City Partners (LAST EDIT: 11/25/2021)**

### **TERMS & CONDITIONS**

#### **Affiliate Agreement**

The following **Terms and Conditions** represent a legally binding Affiliate Agreement (“Agreement”) between, Gaming City Partners (“Us” or “Our” or “We” or “GCP”) and the individual or organization (the “Affiliate” or “You” or “Your”) participating in Gaming City Partners Affiliate Program (the “Program”).

Upon sign up, You are acknowledging and accepting the following **Terms and Conditions**, and thus entering into a legally binding agreement with us. Kindly note that, these terms herein apply to You, not only as they are presently listed below, but will also prevail in the event that any changes take place over time, in accordance with our rights to change the Terms at our discretion. You will be bound by – and subject to – any such changes.

#### **Affiliate Program Sign-Up Process**

1.1 To begin the sign-up process, You must submit a completed **Program Application** via Gaming City Partners (‘Our Site’) which may be found upon the Gaming City Partners website. We will evaluate Your application in good faith and will notify You of Our acceptance or rejection of Your application in a timely manner.

1.2 By submitting an application to be registered as an Affiliate, You acknowledge and agree that: (i) You are over the legal age in Your jurisdiction (meaning that You are over the age required by law in Your jurisdiction for entering into a legally binding contract and, that You are not aware of any lawful impediment precluding You from entering into this agreement), (ii) the information that You provide Us upon registration is complete, current, valid and honest, and (iii) If Your affiliate account has been registered under a corporate entity, You have the right, power and authority to enter into this agreement on behalf of such entity.

1.3 On submitting Your Program Application You will provide Us with the main domain(s) and means of marketing You intend to use in this program (“Proposed Domain Names”) and upon Our request, provide information on all other domain(s) and/or marketing sources. Failure to advise of a domain that You have used may result in us terminating Your account. An Affiliate may not apply to or participate in GCP Program unless they accept the Terms and Conditions.

1.4 We will compare application information with domain name registration information where need be.

1.5 Affiliates are not allowed to open more than one Affiliate account without prior written consent from the Company.

1.6 We may reject Your application if we determine, at Our sole discretion, that Your Site is unsuitable for the Program for any reason. These reasons include, but are not limited to:

- (i) Infringement of our trademark rights or of any third party. This includes stolen content, design that may violate the rights of any third party.
- (ii) Promote illegal activities or otherwise violate any applicable laws, including those targeting spyware, adware or SPAM.

- (iii) Violate any intellectual property rights, including, without limitation, scraping text or images from any other website, including those of our partners.
- (iv) Using our partners' or our brand name/s within the domain name (without prior written consent).
- (v) Content that is obscene or indecent, including for these purposes sites that contain or display both so-called 'hard' and 'soft' adult content.
- (vi) Content that is discriminatory in any way, including on the basis of gender, race, religion, disability or sexual orientation.
- (vii) Content that is hostile or offensive, including so-called 'hate speech' and threats or incitements to violence.
- (viii) Content that fails to respect the legal rights of others (including infringement of the Intellectual Property Rights of others, such as file-sharing, torrent or pirate sites or other forms of intellectual property piracy).

1.7 If we reject Your application, You are welcome to reapply to the Program at any time. You should also note that if We accept Your application and Your site is thereafter determined, at Our sole discretion, to be unsuitable for the Program, we may terminate this Agreement immediately.

1.8 It is Your responsibility to keep Your affiliate login and password secure. We are not responsible for any losses that may arise from anyone accessing Your account.

1.9 Gaming City Partners reserves the right, at its sole discretion, to alter or amend the terms of these clauses at any time without prior notice.

### **Promotion of Our Affiliate Relationship**

2.1 The entities represented in this agreement are Gaming City Partners and the brand(s) that are forming part of this affiliate program. Further brand(s) may be added from time to time and unless any specific terms and conditions pertaining to this/these new brand(s) are added to this Agreement, You are eligible to promote this/ these brand(s), through the use of any marketing material made available to You within the Affiliate Program's platform.

2.2 Once You become a member of the Gaming City Partners Affiliate Program, You will be granted access into a library of marketing material available within the affiliate platform such as banners, text links and other media, which will allow You to promote our represented brands through tracking links embedded into such marketing material, same that You may display on Your website and/or other marketing channels.

2.2.1 When using our marketing material, You agree that You will fully cooperate with our directives in order to establish and maintain such links.

2.2.2 You may not modify any Links, unless You have received prior written consent from Us to do so.

2.2.3 We have the right, at Our sole discretion, to monitor Your Accepted Sites at any time and from time to time to determine if You are in compliance with the terms of this Agreement. In the event that We determine that Your Use of any Link is not in compliance with the terms of this Agreement, We are entitled to deactivate the links used by You.

2.2.4 You cannot promote Our sites outside of standard affiliate links without prior written permission. IP's which are not authorized to use our XML feeds, API feeds, and server to server information, shall be authorized or blocked at Our discretion.

2.2.5 You are not authorized to use any software such as spiders, algorithms or bots to crawl, page-scrape or access any of our brands websites or affiliate program websites.

2.3 Only properly tagged Players can be assigned to an Affiliate. Should Your tag be improperly inserted into marketing material, whether on Your Site or elsewhere, or not properly received by the Our servers, the resulting Player registration and depositing players may not be tagged to You.

2.4 In the event that two or more affiliates claim referral over untagged player/s, it will be up to Our management to make a final decision as to who gets the player referral.

2.5 You are prohibited from altering, modifying or using any marketing material other than the marketing material provided by Us, without our prior written consent. This includes logos, banners, landing pages and any other branding material relating to Gaming City Partners and the brands represented by Gaming City Partners Affiliate Program.

2.6 You must ensure that any materials such as banners on Your website(s) are not violating copyright or intellectual property.

2.7 We are not responsible for losses caused by negligent use of Our creatives or Our links, whether they are dated or outdated, or by interruptions or errors caused by Our websites and systems.

2.8 The affiliate acknowledges and agrees that players referred to any of the brand(s) forming part of the Gambling City Partners Affiliate Program shall be - and will remain – the exclusive property of Gaming City Partners.

2.9 Offering any incentives or schemes that allow offering a proportion of the Player's revenue to be returned to the player in any form is **strictly prohibited**, and You shall not advertise the words "cashback" on any third-party website or discussion forum or draw any relationship between said words and Our Brand(s) and/or our Websites.

2.9.1 We reserve the right to terminate this agreement immediately (with OR without previous notice) if it comes to Our attention that You are promoting illegal activities (without limiting any other rights or remedies available to Us). Similarly, engaging in any such actions may result in: (i) Partial or full retention of Referral Commissions, or (ii) The application of a "fine", i.e. stopping your deal or lowering Your commission to 10% of Net Revenue, or other measures.

### **Marketing Compliance:**

3.1 You must fully comply with our most recently-updated guidelines in relation to the use of the Link(s).

## **Non-exclusivity:**

4.1 The rights granted to You in these Terms are non-exclusive. I.e. all other GCP partners will be subject to the exact same terms and conditions.

4.2 You shall not claim or hold Yourself out to any third party as having any type of exclusivity in Your relationship with GCP or Our sites at any time.

## **Conflicts of Interest:**

5.1 You will not market or promote Your Site(s) in any way which might compete with Our and/or Our Group's own marketing efforts, unless You have received prior written approval from Us specifically permitting You to do so. By way of example only, the following activities will be deemed as incorrect and unacceptable: (i) The placement of Link(s) on any internet sites on which our Group places advertisements for Our Sites; (ii) the placement of a Link on any internet site other than Your Site(s); (iii) the promotion of Our Sites by You by way of keyword advertising with internet search engines.

## **Email Spam Policies**

6.1 As an Affiliate, You agree to comply with the requirements of the **CAN-SPAM Act of 2003** as pertains to the distribution of email messaging regarding the Participating Sites. Furthermore, You agree that all promotional work You do with Us will comply with industry-acceptable standards. Any unacceptable behavior (including the Use of spam) will be cause for immediate termination of this agreement.

6.2 Banners and links may not be placed within unsolicited e-mail (spam), unauthorized newsgroup postings, or chat rooms or through the Use of "bots". Traffic generated by such means, or through any illegal manner, will not accrue towards the calculation of any commissions payable to You in terms of this agreement.

6.2.1 Furthermore, upon suspicion of any such conduct, We shall be entitled to place Your account under review and all funds withheld pending the completion of Our investigation. In addition, You hereby agree to give Us the right to levy expenses and/or fees incurred as a result of such activity on Your behalf.

## **Our Responsibilities**

7.1 We will be responsible for providing all information necessary to allow You to make appropriate Links from Your Site and marketing to Our Participating Site(s). We will track the number of Referred Players. "Referred Player" means any Player, not being previously registered as a player at any of the Participating Site(s), as a result of Your independent efforts.

In order for a player to be regarded as a Referred Player, he/she ought to (i) have been referred to any of the Participating Site(s) by You, and (ii) have properly registered and opened an account with any of the Participating Site(s), and (iii) have been verified and accepted as a Player at any of the Participating Site(s), and (iv) have fulfilled any qualification conditions as may be prescribed by the Participating Site, and (v)

have deposited real money into the said account (Real Money Players), as determined solely by Us on the basis of information registered on the relevant Participating Site(s).

7.2 Neither You nor Your relatives, nor in the case of a corporate entity, Your employees are eligible to become Referred Players and should You or they do so You will not be eligible to receive the relevant commission. For this purpose, the term “relative” shall mean any of the following: Spouse, partner, parent, child or sibling. We reserve the right to close Your account if You register any such persons as Players, and hold all commissions owing to You.

7.3 The number of Referred Players per individual household computer is strictly limited to one. Our measurements and calculations in relation to the number of Real Money Players and the relevant Gross Revenue figures shall be the sole and authoritative tool and shall not be open to review or appeal. We shall make the number of Real Money Players and the relevant Gross Revenue figures available to You through Our affiliate site.

7.4 We will provide a report to You detailing the total number of referred Players, activity generated and commission and/or payments payable to You. We will, from time to time, make available such further statistics as we deem necessary to enable You to better promote the brand(s) of the participating sites. We will enable You to access the report contents online.

## **Commissions**

8.1 We as the agent for the Participating Site(s) will pay You commission on real money players depositing funds to any of the Participating Site(s). Your entitlement to a referral fee will accrue only if the customer is a Referred Player.

8.1.2 We will not, however, pay commission on any services that a customer purchases if the account is deemed to be abusing bonuses or credit card privileges in ANY way.

8.1.3 We reserve the right to withdraw and reverse retroactive fraudulent and chargeback activities at any point in time. Payment of commission will continue for all Referred Players for the lifetime of this Agreement.

8.1.4 The Company reserves right to offer different commission structures and revenue models in respect of different affiliate partners. The revenue model can be changed from to CPA or Revenue share vice-versa should the company deem it applicable.

8.1.5 We may raise or lower any affiliates’ commissions according to our sliding commission scale and method of calculation of Your referral commission at management’s discretion.

8.1.6 The Company retains the right to review all commissions for possible Fraud, whether such Fraud is on the part of the Real Money Player, on the part of a Sub-Affiliate, or on Your part. In any period of time during which the Company reviews commissions for possible Fraud, such review period not to exceed 180 days. The Company shall have the right to withhold any commission accrued in Your favor, such Commissions not to be paid until such time as the review has been concluded. Any incidence of Fraud on Your part constitutes a breach of this Agreement.

In case of such breach, the Company retains the right to terminate this Agreement immediately and You shall not be entitled to receive any Commissions which have accrued to Your benefit at such time in relation to same whether such Commissions were generated through Fraud or otherwise.

The Company also retains the right to deduct any amounts from future payable Commission, or any Commissions already received by You, shown to have been generated through Fraudulent means.

8.1.7 You are urged to provide accurate details in regard to the manner and information relating to Your preferred method of receiving Commissions, and the Company shall not be held liable for Your delayed receipt of Commissions due to Your provision of inaccurate details.

8.2 Net Revenue is defined as:

On Casino activities: Total wagers made by Referred Players minus payouts, progressive jackpot contributions (on network progressive games only), Chargebacks, bonuses, fraud, processing costs and other incentives offered to the Referred Player as well as vendor costs as determined from time to time by Us.

8.3 Offering any incentives (whether financial or otherwise) to any referred players without Our prior written approval is strictly prohibited and therefore You shall not be entitled to receive any commissions generated by any referred players who are instructed, encouraged or incentivized to join any of Our brands and/or generate any activity through unapproved incentives. Our Company's affiliate software statistical reports, payment reports and customer tracking methods are accurate and reasonable and its calculations are final. You agree that our measure and calculations in relation to the payment of Commissions shall be final and not subject to review or appeal, save in the case of manifest error.

8.4 All commissions shall be paid to You on a monthly basis, For the purposes of calculating commission earnings, the Affiliate Program month-end is the last day of the month.

8.4.1 Payment will be made by Us to You by way of the payment method available to You and will be paid within 30 days of the following month and provided that Your payment information is updated and true by the last working day of that earning month.

8.5 We shall be entitled to deduct any associated costs related to the transfer of commission, from the amount of commission to be paid to You . In the event that the commission to be paid to You in any calendar month is less than USD300 (the "Minimum Amount" for BTC), We shall not be obliged to make the payment until such time as the commission is equal to or greater than the Minimum Amount. It is up to You to check the relevant minimum amounts per payment processing method, as well as the costs associated with them.

8.6 No commission shall be paid on any non-depositing player, where bonuses are used.

8.7 We retain the right to review all commissions for possible fraud, where such fraud may be on the part of the Referred Player or on Your part. Any evidence of fraud on Your part constitutes a breach of this Agreement, and We retain full authority to terminate this Agreement immediately in the event of such breach. We can hold affiliate payments up to 180 days (See 6.1.6) while security reviews. Further, in the event that we deem that fraud has occurred, either on Your part or on the part of a Referred Player, You shall not be entitled to receive any commissions which have accrued to Your benefit at such time whether such commissions were generated through fraud or otherwise.

8.8 You are urged to provide accurate details in regard to the manner and information relating to Your preferred method of receiving commissions. We shall not be held liable for Your delayed receipt of commissions due to Your provision of inaccurate details. It is Your responsibility to be aware of money owed and commissions received. We will always update You with commissions sent, but after six (6) months it will automatically be presumed that the money sent was received, and will no longer be traced.

8.9 For the purpose of this Agreement and by way of example only the term "Fraud" shall include, but shall not be limited to, actual or attempted

- (i) bonus abuse on the part of the Real Money Players,
- (ii) the encouragement by You or a third party of bonus abuse on the part of the Real Money Players,
- (iii) the opening of an account in breach of the terms of this Agreement,
- (iv) the offering or providing by You or any third party of any unauthorized incentives (financial or otherwise) to potential Players and,
- (v) any other act by You or by a Player which is reasonably understood to have been committed in bad faith against Us and Our Participating Sites regardless of whether or not such action has resulted in any type of harm or damage.

8.10 We shall not pay any commissions on the activity generated by Your own player account or by any player account belonging to a family member or relative. Any attempt to earn commissions generated in this manner will be considered fraudulent and may result in Your account being terminated.

8.11 Chargeback Policy: You hereby acknowledge and accept that since chargebacks affect our accumulated net revenue, we have the right to deduct any costs related to that chargeback. In case of an account under a CPA commission agreement, the total chargeback amount will be directly deducted from the CPA (\$) triggered amount by the Referred Player in Question.

### **Referral Commission**

8.12 If any Affiliate refers Sub-Affiliate/s to the Program, the referring Affiliate shall be entitled to a Referral Commission which is calculated at 5% of the Sub-Affiliate(s) Revenue Share Commission.

8.12.1 For a Sub-Affiliate referral to be valid, that Sub-Affiliate may not be directly or indirectly owned or controlled by that referring Affiliate or by any member of the referring Affiliate's immediate family. The referring affiliate shall not be entitled to any Referral Commission under this Agreement in respect of any such connected Sub-Affiliate(s).

8.12.2 Gaming City Partners may, at any time and at its sole discretion, change the amount of Referral Commission due to the Sub-Affiliate, as outlined in clause 6.12, in respect of any new Sub-Affiliates referred by giving notice.

8.13 We reserve a right to terminate and retain earnings generated by Affiliates that generate CPAs fraudulently by referring family members, friends and fake accounts to benefit from a CPA commission model.

8.14 Sub-affiliate deals will remain active as long as the referred affiliate continues to promote the brands including sending new players to our revenue sites. The Sub-affiliate deal will become inactive and earnings will cease if the referred affiliate no longer sends new players to Gaming City Partners' participating brands.

8.15 If the referred affiliate account becomes suspended or is found to act in violation of any of the operating terms, earnings to the sub-affiliate account will cease.

## **Reports of Sales**

9.0 We will update Your statistics on Our Site within 24hrs on a regular basis. We will provide You with Your pre-selected Username and password to review these statistics daily.

9.1 If an Accepted Site is sold, that website's existing sheet of players and the associated data will not necessarily become property of the new ownership. Please contact Your account manager prior to a change of ownership to ensure all parties are in agreement on terms and responsibilities.

## **Additional Obligations Regarding Your Web Site**

10.1 You will be solely responsible for the technical operation of Your Website and the accuracy and legitimacy of any materials posted on Your Site. You agree that neither Your website or social media accounts and pages or any kind will not, in any way, copy or resemble the look and feel of Our Site or Participating Sites nor will You create the impression that Your Site is Our Site or any part of Our Site or Participating Sites. Nor will You display name/s containing any our brand's names or variation of words that are or can be deemed to resemble part our Brand's name. You will not use anchor text for keyword phrases, names or words that are or can be deemed to resemble our Brands.

10.2 You will indemnify and hold Us and Our Participating Sites harmless from all claims, damages, and expenses (including, without limitation, attorney's fees and expert witness fees) relating to the development, operation, maintenance, and contents of Your Website or any materials, products or services linked to therein.

10.3 You hereby acknowledge that Your conduct as an Affiliate shall reflect on Us and Our Participating Sites and has the potential to cause substantial damage to Our and Our Participating Sites reputation and goodwill and that You shall at all times consider the goodwill and reputation of Gaming City Partners.

## **Term and Termination**

11.1 The term of this Agreement will begin when You complete the sign-up procedure and have been informed by Us of Your acceptance to the Program. The creating of a unique link to Our sites will be continuous unless and until either party decides to terminate this agreement. Termination of this agreement will take place when each party notifies the other in writing that it wishes to terminate this Agreement. For purposes of termination notification, delivery via e-mail to [support@gamingcitypartners.com](mailto:support@gamingcitypartners.com) or designated account managers email address is considered a written and immediate form of notification.

11.2 Upon termination You must remove all of Our banners/logos from Your site(s) and disable all links from Your site(s) to Ours. All rights given to You under 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 branded material.

11.3 If We deem for any reason that you have failed to fulfill Your obligations and responsibilities as presented in Our terms herein, We reserve the right to not pay You any commission otherwise owed to You upon And after the date of termination.

11.4 We may withhold Your final payment for a reasonable time after termination to ensure that the correct amount due is paid.

11.5 If We continue to permit activity (generation of revenue) from Your referred players after termination, this will not constitute a continuation or renewal of this Agreement or a waiver of termination.

### **Modification Rights**

12.1 We may modify any of the terms and conditions contained in this Agreement at any time and at Our sole discretion. We will do Our best to inform affiliates when such changes take place, however it is the Affiliate's responsibility to periodically check these terms and conditions. If You continue to participate in the Program after the date on which the Terms have changed, it will affirm that You have accepted the updated Terms. If any modification is unacceptable to You, Your only recourse is to terminate this Agreement; should You decide to terminate this Agreement, the changes we have announced shall nevertheless become effective unless We agree of the contrary, in writing to Support@gamingcitypartners.com. Your continued participation in the Program following any modification of this agreement will constitute binding acceptance of the change.

12.2 NO MODIFICATIONS, ADDITIONS, DELETIONS OR INTERLINEATIONS OF THIS AGREEMENT ARE PERMITTED OR WILL BE RECOGNIZED BY US UNLESS NOTIFIED AND AGREED TO IN WRITING AND SIGNED BY BOTH PARTIES. None of Our employees, officers or agents may verbally alter, modify or waive any provision of this Agreement.

### **Relationship of Parties**

13.1 You and Gaming City Partners and any of the entities represented are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, and franchise or employment relationship between the parties.

13.2 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 reasonably would contradict anything herein.

13.3 You understand that we may at any time (directly or indirectly) solicit player referrals on terms that may differ from those contained in this agreement or operate websites that are similar to or compete with Your website. You have independently evaluated the desirability of participating in this affiliate program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

### **Confidentiality**

14.1 During the term of this Agreement, You may be entrusted with confidential information relating to Our business, operations, or underlying technology and/or the Program (including, for example, Referral Commissions earned by You under the Program). You agree to avoid disclosure or Unauthorized Use of any such confidential information to third or external parties unless You have Our prior written consent and that You will Use the confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with respect to confidential information shall survive the termination of this Agreement.

### **Limitation of Liability**

15.1 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 Affiliate Program, even if we have been advised of the possibility of such damages.

### **Indemnification**

16.1 You hereby agree to indemnify and hold harmless Gaming City Partners, the entities it represents, affiliates and their directors, officers, employees, agents, shareholders, partners, members and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, expenses (including reasonable attorneys' fees), and costs (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that Our Use of the Affiliate Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by You herein, (iii) the development, operation, maintenance and content of Your Site and products and services offered from Your Site, or (iv) any claim related to Your Site, including without limitation, content therein not attributable to Us.

### **Data Protection**

17.1 You shall comply with any relevant data protection laws in the jurisdiction in which You are domiciled and any jurisdictions in which You operate.

### **Notification**

18.1 Notice to Us in connection with this Agreement shall be deemed given as of the day they are received by email: [affiliates@gamingcitypartners.com](mailto:affiliates@gamingcitypartners.com)

18.2 Notice to You in connection with this Agreement shall be deemed given as of the day they are dispatched by email.

### **Independent Investigation**

19.1 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 WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT. NO ALTERATIONS OF THIS AGREEMENT WILL BE RECOGNIZED BY US.

### **Constitution**

20.1 This Agreement will be governed by the laws of Dubai. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such a provision or any other provision of this Agreement.

### **Entire Agreement**

21.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.